Planning Committee Agenda

30 June 2026 at 7pm

Council Chamber, Civic Centre, Chelmsford

Membership

Councillor H. Ayres (Chair)

and Councillors

H. Clark, P. Clark, S. Dobson, S. Hall, R. Hyland, V. Pappa, S. Rajesh, E. Sampson, J. Sosin, A. Thorpe-Apps, C. Tron, and P. Wilson

Local people are welcome to attend this meeting, where your elected Councillors take decisions affecting YOU and your City.
There is also an opportunity to ask your Councillors questions or make a statement. These have to be submitted in advance and details are on the agenda page. If you would like to find out more, please email committees@chelmsford.gov.uk or phone 01245 606480

PLANNING COMMITTEE

30 June 2026

AGENDA

1. Chair's Announcements

2. Apologies for Absence

3. Declarations of Interest
   All Members are reminded that they must disclose any interests they know they have in items of business on the meeting's agenda and that they must do so at this point on the agenda or as soon as they become aware of the interest. If the interest is a Disclosable Pecuniary Interest they are also obliged to notify the Monitoring Officer within 28 days of the meeting.

4. Minutes
   To consider the minutes of the meeting held on 26 May 2026.

5. Public Question Time
   Any member of the public may ask a question or make a statement at this point in the meeting, provided that they have submitted their question or statement in writing in advance. Each person has two minutes and a maximum of 20 minutes is allotted to public questions/statements, which must be about matters for which the Committee is responsible. The Chair may disallow a question if it is offensive, substantially the same as another question or requires disclosure of exempt or confidential information. If the question cannot be answered at the meeting a written response will be provided after the meeting.

   Where an application is returning to the Committee that has been deferred for a site visit, for further information or to consider detailed reasons for refusal, no further public questions or statements may be submitted.

   Any member of the public who wishes to submit a question or statement to this meeting should email it to committees@chelmsford.gov.uk 24 hours before the start time of the meeting. All valid questions and statements will be published with the agenda on the website at least six hours before the start time and will be responded to at the meeting. Those who have submitted a valid question or statement will be entitled to put it in person at the meeting.

6. 25/01780/OUT – Land North East of Little Fields, Danbury, Chelmsford, Essex

7. 23/01751/OUT – Zone 2, Chelmsford Garden Community, Beaulieu Parkway, Chelmsford

8. Planning Appeals

MINUTES

of the

PLANNING COMMITTEE

held on 26 May 2026 at 7pm

Present:

Councillor H. Ayres (Chair)

Councillors, H. Clark, P. Clark, S. Dobson, J. Frascona, S. Hall, R. Hyland, E. Sampson, J. Sosin, and P. Wilson

1. Chair's Announcements

For the benefit of the public, the Chair explained the arrangements for the meeting.

2. Apologies for Absence

Apologies for absence were received from Cllrs Pappa, Rajesh and Tron. Cllr Frascona substituted for Cllr Rajesh.

3. Declarations of Interest

All Members were reminded that they must disclose any interests they knew they had in items of business on the meeting's agenda and that they must do so at this point on the agenda or as soon as they became aware of the interest. If the interest was a Disclosable Pecuniary Interest they were also obliged to notify the Monitoring Officer within 28 days of the meeting. Any declarations are recorded in the relevant minute below.

4. Minutes

The minutes of the meeting on 24th March 2026 were confirmed as a correct record and signed by the Chair.

5. Public Question Time

Public questions had been submitted in advance for Items 10 and 11 which are summarised under the relevant item and can be viewed via this link.

Items 6-9 22/01959/OUT & FUL – Zone 1 Chelmsford Garden Community, Pratts Farm Lane, Little Waltham, Chelmsford, Essex and 23/00124/FUL & OUT – Zone 3 Chelmsford Garden Community, Beaulieu Parkway, Chelmsford

The Chair agreed to consider Items 6-9 together, before taking individual votes on each item respectively.

Cllr Hall was not present for this item.

The Committee were asked to consider granting a four month extension for each item, from the expiry of the agreed resolutions that had been agreed in December 2025, to 15th October 2026, to allow sufficient time for the completion of the Planning Framework Agreement, the CIL reinvestment Funding Agreement and the S106 agreement. The Committee were informed that substantive progress had been made since December 2025, but that work was still ongoing and separate funding approvals were still required from Essex County Council and National Highways, which were expected in July. The Committee heard that as a result, the initial time period to June would not be sufficient, but that the extension would allow officers time to negotiate, settle and complete the Planning Framework Agreement, the CIL Reinvestment Funding Agreement and the s106 Agreement. It was noted that completion of all three agreements, would then enable approval of the Stage 1 Masterplan and the grant of planning permission.

In response to questions from members, officers confirmed that as external funding approvals were expected in July, the time extension to October should be sufficient and would allow a bit of extra time cover if required. They also confirmed that the applications would only be brought back to the Committee for consideration, if they were no longer in line with the December 2025 resolutions, for example if the affordable housing provision was altered then that would need to be considered again by the Committee.

RESOLVED that a four month period from the expiry of the agreed resolution (minute PL-24) to 15th October 2026 to extend the period for completion of the Planning Framework Agreement, the CIL Reinvestment Funding Agreement and the S106 Agreement for applications 22/01959/OUT, 22/01959/FUL, 23/00124/FUL and 23/00124/OUT be approved.

(7.02pm to 7.18pm)

10. 25/01780/OUT– Land North East of Little Fields, Danbury, Chelmsford, Essex

The Committee considered an outline planning application for the erection of up to 26 residential dwellings, including 35% affordable housing, with new access, public open space, sustainable urban drainage systems, landscaping, infrastructure and earthworks, with access sought and all other matters reserved. The Committee was informed that the application had been called in by a local ward member because it conflicted with the Danbury Neighbourhood Plan, and that the two other ward members had also supported the application being considered by the Planning Committee. The Committee heard that the site was previously developed land, but with minimal physical development, remaining predominantly open and in low-key horse grazing use. It was noted that the site adjoined the eastern edge of Danbury, a key service settlement, with access to Little Fields.

The Committee was informed that the principle of development was finely balanced. Although the site lay in the rural area, officers advised that the site was well related to the village envelope of Danbury which is a Key Defined Settlement in the Local Plan's Settlement

Hierarchy, and adjoined a Neighbourhood Plan allocated housing site – Site A. The Committee heard that, because Danbury had a valid and up-to-date Neighbourhood Plan, this would outweigh the tilted balance resulting in the application being considered on a standard planning balance. Officers advised that, despite the conflict with the Danbury Neighbourhood Plan, there was overall weight in favour of granting planning permission because of the contribution to housing supply and affordable housing at a time of identified need. The Committee was informed that, notwithstanding the conflict with the Neighbourhood Plan, the proposal did not give rise to clear planning harms or conflicts with the Neighbourhood Plan sufficient to justify refusal.

The Committee heard from a representative for the applicant who spoke in support of the application, who highlighted the discreet location of the site within easy walking distance of a range of existing facilities and services. Support was also expressed for the provision of needed market and affordable housing in what was said to be a suitable location. It was further submitted that, although the site was not allocated in the Danbury Neighbourhood Plan, the proposal was logical in the context of the Council's housing need and would not give rise to clear planning harms.

The Committee also heard from members of the public who spoke against the application. Concerns raised included the presence of bats and badgers on the site, the speculative nature of the proposal, conflict with both the Danbury Neighbourhood Plan and the Council's Local Plan and the effect of approving unallocated housing so soon after adoption of the Neighbourhood Plan. The Committee also heard about the risk of undermining confidence in neighbourhood planning, the view that existing allocations already met Danbury's required growth, the relevance of Paragraph 14 of the NPPF, the suitability of access through Little Fields and the impact on nearby listed buildings.

The Committee also heard from the Parish Council and local ward members, who echoed residents' concerns. They referred to the work involved in preparing the Danbury Neighbourhood Plan, including constraints associated with traffic on the A414, and stated that the Plan had nevertheless allocated sufficient housing growth for future years without the need for this proposal. Further concerns were raised about the suitability of the access, the types of housing proposed, additional pressure on an already ambitious Neighbourhood Plan, increased pollution on the A414, and the importance of maintaining a plan-led approach.

In response to the points raised, officers confirmed that;

- In their view, the conflict with Paragraph 14 of the NPPF was not sufficient to refuse a sustainable development, with an evidenced housing need.
- The Neighbourhood Plan did not contain restrictive policies, specifically blocking development outside of allocated sites and the site was directly adjacent to an allocated site and other housing, and would be well connected to a key service settlement. Also, the development would not project into the countryside, it would sit within development to the north and south as allocated. It is rare for a proposal site to have three developed sides to it, which much reduces its impact on Rural Area and landscape and it was considered these factors elevated the prospect of development being accepted under Paragraph 14 of the NPPF.
- The Little Fields junction fully met visibility requirements in both directions and the impact to traffic flows would be less than 0.5% of the current movements, so had been considered as acceptable.
- Assessments had been carried out by qualified individuals regarding wildlife activity on the site and it had been found that activity from bats and badgers had been found, but that environmental protections would be secured by condition 6 which required an

ecological management strategy to ensure wildlife protections would be in place. It was also noted that conditions 5 and 14 would cover lighting impacts on wildlife.

In response to questions from the Committee, officers stated that;

- The junction design was fully compliant with standards, a road safety audit had been carried out, which only resulted in minor points about lines being painted correctly, minor visibility points, etc and there would be space for refuse and fire vehicles to access the site safely.
- Housing need was a significant factor in the assessment, and officers advised that approval would make a meaningful contribution to housing supply. Officers also stated that the targets were minimum numbers to be met and that, without a demonstrable five-year housing land supply, any harms arising from the proposal would need to be identified and weighed accordingly.

Members of the Committee expressed concerns regarding the site not being in the Local Plan and not being an allocated site within Danbury's Neighbourhood Plan, in addition that no additional housing had been proposed during the Local Plan Review for Danbury either. On this point, Members were advised by officers that this site was considered suitable for housing, but the access at that time had not been resolved, but the application now confirms how access can be achieved.

The Committee voted on a motion to approve the application, but this was not carried. The Committee then voted on a motion to defer the application to the next meeting, as the Committee were minded to refuse it, due to it not complying with the Danbury Neighbourhood Plan and with Paragraph 14 of the NPPF, regarding Neighbourhood Plans which was voted on and carried.

RESOLVED that the item be deferred to the next meeting, as the Committee were minded to refuse the application and that officers would report back with detailed reason or reasons for refusal at the next meeting based on it not complying with the Danbury Neighbourhood Plan and with Paragraph 14 of the NPPF.

(7.19pm to 8.26pm)

11. 25/00339/FUL– Land East of Premier Lodge Hotel, Main Road, Boreham, Chelmsford, Essex

Cllr Wilson declared a registerable interest for this item and left the meeting.

The Committee were directed to the green sheet for the meeting, which considered the content of the Boreham Neighbourhood Plan, in respect of the proposal, which can be viewed via this link.

The Committee considered an application for the development of a Bio-CNG vehicle fuelling facility comprising fuel pump islands, a plant compound, amended access, landscaping and associated development. The Committee heard that the application had been called in by a local ward member because the area was not allocated for development in the Local Plan or the recent Local Plan Review, because of the impact on green areas around Boreham, because of traffic associated with the site once Boreham House was used as an educational facility, and because of the visual impact on Boreham House. The Committee was informed that the proposal complied with policies relating to development in the rural area, would

provide environmental benefits by facilitating an alternative to diesel for HGV fleets, and that the impacts on nearby heritage assets would be largely mitigated by enhanced landscaping. Officers advised that the public benefits would outweigh any remaining low level of less than substantial harm. The Committee also heard that access arrangements were acceptable and that neither the strategic nor local road network would be adversely affected in highway safety terms. The application was therefore recommended for approval.

The Committee heard from a member of the public in support of the application, who referred to the opportunity to address sustainable transport solutions in response to the Climate Emergency. It was also stated that policy DM8 of the Council's Local Plan supported this type of innovative transport proposal and that the policy criteria had been met, particularly through the proposed landscaping scheme, which was said to improve the appearance of the existing unscreened lorry park. It was further submitted that the green wedge would not be harmed by the application, which would instead concentrate transport-related development closer to the A12.

The Committee also heard from members of the public who spoke against the application. Concerns raised included the risks associated with storing high-pressure Bio-CNG, its long-term sustainability, the suitability of the proposed location close to a village, overcapacity at Junction 19 of the A12, and resulting traffic impacts on Boreham. Additional concerns were raised about road safety if Boreham House were used as a school, previous refusals on the site, whether bio-fuelling facilities were better suited to industrial locations, and the potential for increased HGV traffic.

The Committee also heard from the Parish Council and a local ward member, who echoed residents' concerns. They referred to the site not being allocated in either the Local Plan or the Local Plan Review, the time it would take for landscaping to mature to an effective height, and safety concerns regarding pedestrian movements near the site, particularly in connection with the new train station.

In response to the points raised, officers confirmed that;

- The Transport assessment had not detailed the vehicle movement estimates as having a severe or significant impact, hence why no objection had been raised by the Highways Authority.
- The majority of vehicle movements would be generally spread across a 24 hour period with no significant peaks.
- The site in question would not be expected to generate any pedestrian movements, so no pedestrian infrastructure had been proposed.
- Any future applications at Boreham House, would need to be considered at that time, rather than whilst discussing an application for this site.
- The site was 600m away from Boreham's defined settlement, so any perception of the development would be quite limited from that distance.
- Given the distance to Boreham and the proposed additional landscaping and planting, officers did not consider the harms sufficient to warrant refusal of the application.

In response to questions from the Committee, officers stated that;

- HGV's tended to join the Strategic road network as soon as possible, rather than using local roads, but technically they may choose to drive away from the A12, if there were issues on the A12 junction.
- Historic England had raised concerns regarding the application, but it was felt that any harms were significantly outweighed by the benefits of the development.
- It was expected that most vehicles would turn right out of the site to rejoin the A12.

- Health and Safety concerns were not within the remit of the Planning Committee and would be dealt with under separate legislation and were not for the Planning Committee to consider.
- No objection had been raised by the Highways Authority, regarding pedestrian or road safety.

RESOLVED that the application be approved, subject to the conditions in the report.

(8.27pm to 9.11pm)

12. Planning Appeals

RESOLVED that the information submitted to the meeting on appeal decisions between 1st April 2025 and 31st March 2026 be noted.

The meeting closed at 9.12pm.

Chair

PLANNING POLICY BACKGROUND INFORMATION

The Chelmsford Local Plan 2013 – 2016 was adopted by Chelmsford City Council on 27th May 2020. The Local Plan guides growth and development across Chelmsford City Council's area as well as containing policies for determining planning applications. The policies are prefixed by 'S' for a Strategic Policy or 'DM' for a Development Management policy and are applied across the whole of the Chelmsford City Council Area where they are relevant. The Chelmsford Local Plan 2013-3036 carries full weight in the consideration of planning applications.

Local Plan review

The Council is currently reviewing the adopted Chelmsford Local Plan 2020. A Pre-Submission (Regulation 19) Local Plan and accompanying Integrated Impact Assessment was presented to Chelmsford Policy Board on 16th January 2025 with a recommendation to publish for public consultation. This recommendation was agreed by Chelmsford Policy Board, the content of the Pre-Submission (Regulation 19) Local Plan continues to have limited weight for the purposes of decision-making on planning applications.

Policy	Policy Description
SPS1	Strategic Policy S1 Spatial Principles - The Spatial Principles will guide how the Strategic Priorities and Vision will be achieved. They will underpin spatial planning decisions and ensure that the Local Plan focuses growth in the most sustainable locations.
SPS2	Strategic Policy S2 Addressing Climate Change & Flood Risk - The Council, through its planning policies and proposals that shape future development will seek to mitigate and adapt to climate change. The Council will require that all development is safe, taking into account its expected life span, from all types of flooding.
SPS3	Strategic Policy S3 Conserving & Enhancing the Historic Environment - The Council will conserve and where appropriate enhance the historic environment. When assessing applications for development , the Council will place great weight on the preservation and enhancement of designated heritage assets and their setting. The Council will also seek to conserve and where appropriate enhance the significance of non-designated heritage assets and their settings.
SPS4	Strategic Policy S4 Conserving & Enhancing the Natural Environment - The Council is committed to the conservation and enhancement of the natural environment through the protection of designated sites and species, whilst planning positively for biodiversity networks and minimising pollution. The Council will plan for a multifunctional network of green infrastructure. A precautionary approach will be taken where insufficient information is provided about avoidance, management, mitigation and compensation measures. Where appropriate, contributions from developments will be secured towards mitigation measures identified in the Essex Recreational disturbance Avoidance and Mitigation Strategy (RAMS)
SPS5	Strategic Policy S5 Protecting & Enhancing Community Assets - The Council recognises the important role that community facilities have in existing communities and that they are also an integral part of any proposals for new residential and employment development. Existing community assets will be protected from inappropriate changes of use or redevelopment.

Policy	Policy Description
SPS6	Strategic Policy S6 Housing & Employment Requirements - In order to meet the full objectively assessed housing need in the period 2013-2036 provision is made for a minimum of 18,515 net new homes at an average annual rate of 805 net new homes per year. A minimum of 55,000sqm of business employment floorspace (Use Classes B1-B8) will also be allocated in the Local Plan for the period up to 2036.
SPS7	Strategic Policy S7 The Spatial Strategy - New housing and employment growth will be focussed to the most sustainable locations by making the best use of previously developed land in Chelmsford Urban Area; sustainable urban extensions around Chelmsford and South Woodham Ferrers and development around Key Service Settlements outside of the Green Belt in accordance with the Settlement Hierarchy. New development allocations will be focused on the three Growth Areas of Central and Urban Chelmsford, North Chelmsford, and South and East Chelmsford. Where there are large and established mainly institutional uses within the countryside, Special Policy Area will be used to support their necessary functional and operational requirements.
SPS8	Strategic Policy S8 Delivering Economic Growth - The Council will make provision for flexible and market-responsive allocations of employment land which will allow further diversification of Chelmsford's economy. The Council will encourage links between business and the significant education sector in Chelmsford.
SPS9	Strategic Policy S9 Infrastructure Requirements - New development must be supported by the provision of infrastructure, services and facilities that are identified as necessary to serve its needs. New development must be supported by sustainable means of transport, safe from all types of flooding, provide a range of community infrastructure, provide green infrastructure and utilities. Necessary infrastructure must seek to preserve or enhance the historic environment.
SPS10	Strategic Policy S10 Securing Infrastructure & Impact Mitigation - Infrastructure must be provided in a timely, and where appropriate, phased manner to serve the occupants and users of the development. Infrastructure will be secured through planning conditions and/or obligations or through the Community Infrastructure Levy or its successor.
SPS11	Strategic Policy S11 The Role of the Countryside - The openness and permanence of the Green Belt will be protected. Inappropriate development will not be approved except in very special circumstances. The Green Wedge has an identified intrinsic character and beauty and is a multi-faceted distinctive landscape providing important open green networks. The countryside outside of the Urban Areas and Defined Settlements, not within the Green Belt is designated as the Rural Area. The intrinsic character and beauty of the Rural Area will be recognised, assessed and development will be permitted where it would not adversely impact on its identified character and beauty.

Policy	Policy Description
DM1	Policy DM1 - Size & Type of Housing - The Council will protect existing housing from redevelopment to other uses and will require an appropriate mix of dwelling types that contribute to current and future housing needs and create mixed communities. For developments of 10 or more dwellings, 50% of the new dwelling shall be constructed to meet requirement M4 (2) of the Building Regulations. On sites of 30 or more dwellings 5% off the affordable units shall also be provided as wheelchair user dwellings. Sites of 100 dwellings or more will need to comply with Ai), A ii) and Bi) and provide 5 % self-build homes which can include custom housebuilding; and provision of Specialist Residential Accommodation taking account of local housing needs.
DM2A	Policy DM2 (A) - Affordable Housing & Rural Exception Sites - The Council will require the provision of 35% of the total number of residential units to be provided and maintained as affordable housing within all new residential sites which comprise 11 or more residential units.
DM3	Policy DM3 - Gypsy, Traveller & Travelling Showpeople Sites - The Council will make provision for the accommodation needs of Gypsy, Traveller or Travelling Showpeople, who meet the national Planning Policy for Traveller Sites definition, through allocated sites within the Local Plan. Planning permission will be granted for new sites or subdivision of existing plots or pitches subject to compliance with prescribed criteria. Planning permission will be refused for the change of use of all Gypsy and Traveller sites or Travelling Showpeople yards identified in the Gypsy and Traveller Accommodation Assessment unless acceptable replacement accommodation can be provided, or it can be demonstrated that the site is no longer required to meet any identified needs.
DM8	Policy DM8 - New Build & Structures in the Rural Area - Planning permission will be granted for new buildings in the Rural Area where the development would not adversely impact on the identified intrinsic character and beauty of the countryside and is for one of a number of prescribed developments. Planning permission will be granted for the redevelopment of previously developed land, replacement buildings and residential outbuildings subject to meeting prescribed criteria.
DM13	Policy DM13 - Designated Heritage Assets - The impact of any development proposal on the significance of a designated heritage asset or its setting, and the level of any harm, will be considered against any public benefits arising from the proposed development. The Council will preserve Listed Buildings, Conservation Areas, Registered Parks and Gardens and Scheduled Monuments.
DM14	Policy DM14 - Non-Designated Heritage Assets - Proposals will be permitted where they retain the significance of a non-designated heritage asset, including its setting. Any harm or loss will be judged against the significance of the asset.
DM15	Policy DM15 - Archaeology - Planning permission will be granted for development affecting archaeological sites providing it protects, enhances or preserves sites of archaeological interest and their settings.
DM16	Policy DM16 - Ecology & Biodiversity - The impact of a development on Internationally Designated Sites, Nationally Designated Sites and Locally Designated Sites will be considered in line with the importance of the site. With National and Local Sites, this will be balanced against the benefits of the development. All development proposals should conserve and enhance the network of habitats, species and sites.

Policy	Policy Description
DM17	Policy DM17 - Trees, Woodland & Landscape Features - Planning permission will only be granted for development proposals that do not result in unacceptable harm to the health of a preserved tree, trees in a Conservation Area or Registered Park and Garden, preserved woodlands or ancient woodlands. Development proposals must not result in unacceptable harm to natural landscape features that are important to the character and appearance of the area.
DM18	Policy DM18 - Flooding/Suds - Planning permission for all types of development will only be granted where it can be demonstrated that the site is safe from all types of flooding. All major developments will be required to incorporate water management measures to reduce surface water run off and ensure that it does not increase flood risk elsewhere.
DM23	Policy DM23 - High Quality & Inclusive Design - Planning permission will be granted for development that respects the character and appearance of the area in which it is located. Development must be compatible with its surroundings having regard to scale, siting, form, architecture, materials, boundary treatments and landscape. The design of all new buildings and extensions must be of high quality, well proportioned, have visually coherent elevations, active elevations and create safe, accessible and inclusive environments.
DM24	Policy DM24 - Design & Place Shaping Principles in Major Developments - The Council will require all new major development to be of high quality built form and urban design. Development should, amongst other matters, respect the historic and natural environment, be well-connected, respond positively to local character and context and create attractive, multi-functional, inclusive, overlooked and well maintained public realm. The Council will require the use of masterplans by developers and will implement design codes where appropriate for strategic scale developments.
DM25	Policy DM25 - Sustainable Buildings - All new dwellings and non-residential buildings shall incorporate sustainable design features to reduce carbon dioxide and nitrogen dioxide emissions and the use of natural resources. New dwellings and non-residential buildings shall provide convenient access to electric vehicle charging point infrastructure.
DM26	Policy DM26 - Design Specification for Dwellings - All new dwellings (including flats) shall have sufficient privacy, amenity space, open space, refuse and recycling storage and shall adhere to the Nationally Described Space Standards. These must be in accordance with Appendix B. All houses in multiple occupation shall also provide sufficient communal garden space, cycle storage, parking and refuse and waste storage.
DM27	Policy DM27 - Parking Standards - The Council will have regard to the vehicle parking standards set out in the Essex Parking Standards - Design and Good Practice (2009) or as subsequently amended when determining planning applications. The relevant standards are contained in the 2024 Essex Parking Guidance which were adopted by Chelmsford City Council in 2025.
DM29	Policy DM29 - Protecting Living & Working Environments - Development proposals must safeguard the amenities of the occupiers of any nearby residential property by ensuring that development is not overbearing and does not result in unacceptable overlooking or overshadowing. Development must also avoid unacceptable levels of polluting emissions, unless appropriate mitigation measures can be put in place and permanently maintained.

Policy	Policy Description
DM30	Policy DM30 - Contamination & Pollution - Permission will only be granted for developments on or near to hazardous land where the Council is satisfied there will be no threat to the health or safety of future users and there will be no adverse impact on the quality of local groundwater or surface water. Developments must also not have an unacceptable impact on air quality and the health and wellbeing of people.
SPDSD	The Sustainable Development Supplementary Planning Document contains guidance on how new development can include sustainable construction techniques, including how it can be energy efficient, minimise the production of waste and overall reduce the negative impacts of development.
NHP	The Neighbourhood Plan sets out the local community's aspirations for the area and establishes policies for development and land use in the area. A 'made' Neighbourhood Plan forms part of the adopted Development Plan. Where a plan has been drafted and consulted on, but not yet 'made', it is a material planning consideration.
POSPD	The Planning Obligations Supplementary Planning Document was adopted in January 2021 and sets out the City Council's approach towards seeking planning obligations which are needed to make development proposals acceptable in planning terms.

VILLAGE DESIGN STATEMENTS

VDS: Sets out the local community's view on the character and design of the local area. New development should respect its setting and contribute to its environment.

NATIONAL PLANNING POLICY FRAMEWORK

The National Planning Policy Framework (NPPF) was updated in December 2024. It sets out the Government's planning policies for England and how these should be applied.

Paragraph 2 confirms that planning law requires that applications for planning permission be determined in accordance with the development plan, unless material considerations indicate otherwise. The NPPF is a material consideration in planning decisions and should be read as a whole.

Paragraph 7 says that the purpose of the planning system is to contribute to the achievement of sustainable development. Achieving sustainable development meant that the planning system has three overarching objectives; an economic objective; a social objective; and an environmental objective. A presumption in favour of sustainable development is at the heart of the Framework.

The presumption in favour of sustainable development does not change the statutory status of the development plan as the starting point for decision-making. Where a planning application conflicts with an up-to-date development plan (including any neighbourhood plans that form part of the development plan), permission should not usually be granted. Local planning authorities may take decisions that depart from an up-to-date development plan, but only if material considerations in a particular case indicate that the plan should not be followed

Planning Committee
30th June 2026

Application No	:	25/01780/OUT Outline Application
Location	:	Land North East Of Little Fields Danbury Chelmsford Essex
Proposal	:	**Outline planning application for the erection of up to 26 residential dwellings with new access, public open spaces, sustainable urban drainage systems, landscaping, infrastructure and earthworks. Access is being sought, all other matters are reserved.**
Applicant	:	Miss Alice Lack Martin Grant Land Ltd
Agent	:	Mr Owen McLeod
Date Valid	:	12th January 2026

1. INTRODUCTION

1.1. This application was considered at the Planning Committee on 26 May 2026.

1.2. The Planning Committee resolved that the application be deferred to the next meeting as the Committee were minded not to approve the application and officers would report back on the potential reason(s) for refusal based on conflict with the Danbury Neighbourhood Plan and with Paragraph 14 of the National Planning Policy Framework.

1.3. Officers have since considered the potential wording of a reason for refusal and have determined that an additional refusal reason would be required to cover the lack of legal agreement to secure the infrastructure considered necessary to support the development, in case the applicant should appeal the decision.

1.4. The officer report from 26 May 2026 is appended to this report.

2. CONSIDERATION OF CONCERNS RAISED BY THE PLANNING COMMITTEE

Conflict with the Neighbourhood Plan and Paragraph 14 of the National Planning Policy Framework

2.1. The application proposal lies outside of the Defined Settlement of Danbury within the Rural Area and outside of any sites allocated for housing by either the Chelmsford Local Plan (2020) or Danbury Neighbourhood Plan (2024). This means the proposal conflicts with the Danbury Neighbourhood Plan Policy DNP1 and Chelmsford Local Plan Strategic Growth Site Policy 13 which states that the allocation of around 100 new homes will be identified "through the emerging Danbury Neighbourhood Plan".

2.2. Danbury Neighbourhood Plan was made on 20th December 2024 in compliance with Paragraphs 69 and 70 of the National Planning Policy Framework (NPPF). The Danbury Neighbourhood Plan forms part of the Development Plan for Chelmsford.

2.3. Paragraph 11 of the NPPF explains how and when the presumption in favour of sustainable development should be applied. In this case, Paragraph 11(d)(ii) sets out that where development plan policies are out of date, permission should be granted unless any adverse impacts of doing so would significantly and demonstrably outweigh the benefits. Paragraph 12 of the NPPF states however that the presumption in favour of sustainable development does not change the statutory status of the development plan as the starting point for decision-making. Where a planning application conflicts with an up-to-date development plan (including any neighbourhood plans that form part of the development plan), permission should not usually be granted. Local Planning Authorities may take decisions that depart from an up to date development plan, but only if material considerations in a particular case indicate that the plan should not be followed.

2.4. Paragraph 14 of the NPPF requires the adverse impact of allowing development that conflicts with a neighbourhood plan containing housing allocations be taken into account when considering whether planning permission should be approved or refused. This case is a situation where the presumption in favour of sustainable development is to be applied in accordance with Paragraph 11, although the adverse impacts of allowing development that conflicts with a neighbourhood plan are nonetheless likely to significantly and demonstrably outweigh the benefits of allowing it unless there are material considerations that indicate that the plan should not be followed (reflecting the principle laid out in Paragraphs 12 and 14).

2.5. The development is considered able to demonstrate some positive attributes, including the benefit of new market and affordable housing in the context of the Council's 5-year housing land supply shortfall. These considerations add positive weight to the planning balance. However, and although there is considered to be a positive balance of material planning considerations in general, the positive merits or benefits of the development are not considered sufficient to outweigh the adverse impact of allowing development contrary to a made and valid neighbourhood plan, including where the presumption in favour of sustainable development is engaged. In this case, the proposal would undermine the plan led approach to growth and the integrity of the Danbury Neighbourhood Plan.

2.6. With consideration to the officer report from 26 May 2026 as appended and the Planning Committee debate at that meeting, there are no wider considerations which would indicate that a decision should be taken other than in accordance with the Development Plan.

2.7. As a consequence, the Danbury Neighbourhood Plan significantly and demonstrably outweighs the benefits of the development in accordance with Paragraph 14 of the NPPF.

2.8. The following reason for refusal is suggested in relation to this matter:

Draft Reason for Refusal 1

The Danbury Neighbourhood Plan was made in December 2024, it contains policies and allocations to meet its identified housing requirement and as such, provisions of paragraph 14 of the National Planning Policy Framework are engaged.

The proposed development would result in residential development on a site outside of the Defined Settlement of Danbury that is not allocated for development within the made Danbury Neighbourhood Plan, thereby conflicting with Strategic Growth Site Policy 13 – Danbury, contained within the Chelmsford Local Plan (2020) and Policy DNP1: Housing Site Allocations, contained within the Danbury Neighbourhood Plan (2024).

Whilst the positive elements of the proposed development including the provision of market and affordable housing are recognised, the proposed development fails to demonstrate material considerations or benefits sufficient to outweigh the conflict with the neighbourhood plan. The proposal would undermine the plan led approach to growth and the integrity of the recently adopted Danbury Neighbourhood Plan and demonstrates no reasons sufficient to indicate that a decision should be taken other than in accordance with the Development Plan. Accordingly, the policies of the Danbury Neighbourhood Plan taken as a whole, significantly and demonstrably outweighs the benefits of the development in accordance with paragraph 14 of the National Planning Policy Framework.

The absence of a signed S106 Agreement

2.9. At the 26th May 2026 Committee meeting Members did not raise the absence of a S.106 Agreement as a reason for refusal. There are however various site specific obligations which the Council would need to secure via S.106 Agreement in order to make the development acceptable in those regards and accord with national and local planning policies. Therefore, a second reason for refusal has been drafted for consideration of the Committee.

2.10. The draft content (heads of terms) of a legal agreement securing planning obligations under S.106 of the Planning Act 1990 was set out at paragraphs 6.129 – 6.135 of the report of the 26th May 2026 Committee, as copied below:

Obligation heading	*Nature of contribution*
35% Affordable Housing	On-site delivery
On-site open space provision	On-site delivery, to include play equipment
Highways contribution – bus service improvements	£95,000 index linked
Education contribution – early years	to be based on final unit mix (*predicted sum based on 26 unit scheme as indicated £36,810 index linked*)
Education contribution – secondary education	to be based on final unit mix (*predicted sum based on 26 unit scheme as indicated £112,508 index linked*)
Education contribution – secondary school transport	to be based on final unit mix (*predicted sum based on 26 unit scheme as indicated £23,788 index linked*)

RAMS contribution	to be based on final unit mix and prevailing tariff
Tree Planting	On-site delivery with contribution towards off-site planting as required – to be based on final unit mix and prevailing tariff
BNG	On-site delivery

2.11. In the absence of a completed S.106 Agreement to secure the above requirements and contributions the development would be contrary to policies of the Chelmsford Local Plan (2020) and supplementary planning documents. To ensure these matters are duly taken into account should the applicant seek to appeal the decision to refuse the application, the following refusal reason is suggested:

Draft Reason for Refusal 2

Paragraph 56 of the National Planning Policy Framework states that Local planning authorities should consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations. Planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition.

Strategic Policy S9 of the Chelmsford Local Plan states that new development must be supported by the provision of infrastructure, services and facilities that are identified as necessary to serve its needs.

There are site specific payments towards works and obligations in order to make the development acceptable and accord with national and local planning policies.

Policy DM2 of the Chelmsford Local Plan (2020) requires the provision of 35% of the total number of residential units within this scheme for up to 26 units to be provided and maintained on-site as affordable housing. Regard must be had to the mix, size, type and cost of affordable homes to meet the identified needs of the Council's area. Affordable housing must be integrated into residential layout so as to avoid over-concentration of affordable housing in any particular location and must be appropriately weighted to ensure that provision makes at least a proportionate contribution to the categories of greatest housing need as established by the housing needs assessment and reported in the current Strategic Housing Market Assessment. Affordable housing must remain at an affordable price for future eligible households with subsidy recycled for alternative affordable housing provision. The provision of affordable housing must comply with the Planning Obligations Supplementary Planning Document (2021).

Policy DM26 of the Chelmsford Local Plan (2020) requires all new dwellings to comply with design specifications for dwellings including the provision of open space. The proposal would need to include a minimum of 19sqm per dwelling as on-site public local open space with children's play facility to be appropriately integrated with the final design and layout of the development. The provision of public open space must comply with Appendix B of the Chelmsford Local Plan (2020) and the Planning Obligations Supplementary Planning Document (2021). The delivery of this land use and facility must include adequate safeguards in relation to future maintenance and management.

Policy S9 requires development to be supported by sustainable means of transport to serve its needs including public transport. Essex County Council as the Local Highway and Transportation Authority has identified the need for this development to provide contribution towards improvements to public

transport, namely a contribution to secure service timetable and frequency enhancements based on the existing First Essex bus service operating along Maldon Road within accessible walking distance of the site.

Policy S9 requires development to provide early years, primary and secondary education provision. Essex County Council as the Education Authority has identified a need for this development to provide contributions towards early years education, secondary education and secondary school transport to ensure the pupil demand arising from this application is adequately met and to facilitate the delivery of proportionate pupil capacity in response to that demand.

The Conservation of Habitats and Species Regulations 2017, as amended (commonly known as the Habitat Regulations) require all new residential developments that have the potential to cause disturbance to European designated sites to provide appropriate mitigation. To deal with this, an Essex County wide strategic approach to considering and mitigating potential harm has been produced - the Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy (RAMS). An Appropriate Assessment has been carried out which concludes that planning contributions towards off-site mitigation (RAMS contribution) are necessary to mitigate the potential disturbance to European designated sites arising from this development growth.

Strategic Policy S2 of the Chelmsford Local Plan recognises that new development will seek to mitigate and adapt to climate change. Paragraph 9.13 of the Planning Obligations Supplementary Planning Document (2021) states that where practicable, all new housing development should seek to plant three trees per net new dwelling. Paragraph 5.18 of the Making Places Supplementary Planning Document (2021) states that green spaces provided in connection with new housing development should, where practicable, include the planting of three trees per net new dwelling. The Tree Planting Planning Advice Note (2022) clarifies that where on-site provision is not possible a financial contribution must be secured to be used by the Council to provide and maintain the equivalent tree planting on sites identified by the Council under the Council Planting Scheme.

Strategic Policy S4 and Policy DM16 seek to ensure the conservation and enhancement of the natural environment through biodiversity net gain. The development proposes to deliver biodiversity net gain off-site which would be maintained and managed by the Council for at least 30 years. Planning contributions are necessary to secure the responsibility of this land by the Council.

In order to meet Local Plan policy standards in these regards, and/or should the development be determined to be acceptable through any appeal submitted by the applicant, the above planning obligations need to be secured.

The application is not accompanied by a S.106 agreement to secure the necessary planning obligations that would address the unacceptable impacts of the proposal without those works or contributions being secured. The development is therefore contrary to the National Planning Policy Framework and Policy S9 of the Chelmsford Local Plan (and other policies as listed above).

3. LEGAL AND CONSTITUTIONAL IMPLICATIONS ARISING FROM DEFERRAL OF DECISION

3.1. Only committee members who previously attended the Planning Committee (26th May 2026) and heard all the arguments for and against the planning application will be able to participate and vote on the final decision.

Background Papers

WEB
03FCOM

APPENDIX A
Officer report as presented to 26 May 2026 Planning Committee

Planning Committee
26th May 2026

Application No	:	25/01780/OUT Outline Application
Location	:	Land North East Of Little Fields Danbury Chelmsford Essex
Proposal	:	**Outline planning application for the erection of up to 26 residential dwellings with new access, public open spaces, sustainable urban drainage systems, landscaping, infrastructure and earthworks. Access is being sought, all other matters are reserved.**
Applicant	:	Miss Alice Lack Martin Grant Land Ltd
Agent	:	Mr Owen McLeod
Date Valid	:	12th January 2026

Appendices:

Appendix 1 Drawings
Appendix 2 Consultations

1. Executive summary

1.1. This application has been called in for Committee decision by Councillor Armstrong (Ward Member) in the main due to conflict with the Neighbourhood Plan. Councillors Jeapes and Scott (Ward Members) also endorse this application being considered by the Planning Committee.

1.2. The application site is previously developed land, albeit physical development presence on site is very minimal and the site remains predominantly open with a low-key horse grazing use. The site directly adjoins the eastern edge of Danbury, a Key Service Settlement, with access via Little Fields. The application is for 26 new homes and is seeking outline planning permission with all matters except access reserved for later consideration.

1.3. In principle, this development is finely balanced despite it being located in the Rural Area. As a prospective housing scheme, it complies with Spatial Principles and is very well related to the village envelope, yet is not a housing site allocated through the Danbury Neighbourhood Plan, a valid and up-to-date part of the local development plan.

1.4. The current local plan age and housing need position (5-year housing supply shortfall) would usually require the Council to engage 'tilted balance' to consider planning applications for net new housing. However, Danbury has a valid and up-to-date Neighbourhood Plan which allocates housing sites, which means the application must be considered based on 'standard balance'. On standard balance, factoring in the development being in the Rural Area and contrary to the Danbury Neighbourhood Plan, there is nonetheless a clear weight in favour of granting planning permission overall against all material considerations – the explanation for which is set out in Sections 6 and 7 of this report. The positive weight of delivering housing at a time of evidenced need and with an identified shortfall of supply, and the delivery of policy-compliant Affordable Housing, must still be weighed in the planning balance also, although these considerations do not carry as much weight as they usually would due to the status of the Danbury Neighbourhood Plan.

1.5. Individual considerations and impacts including landscape, heritage, highways, design and amenity, trees and ecology, drainage and contamination do not give rise to any overriding planning concerns and in many cases the outcome is considered to be positive – these matters are set out in Sections 6 and 7 of this report.

1.6. Officers recognise the status of the Neighbourhood Plan throughout the consideration of this application, with it forming part of the development plan and the strong objection to this application from Parish Council and local residents. Whilst the principle of development does not accord with the development plan, namely the Danbury Neighbourhood Plan site allocations, the proposal does not give rise to any clear planning harms that would justify refusal. The development is considered to demonstrate an acceptable outcome of relatively minimal impact, and with mitigation various positive impacts, matched with an overall positive and sustainable pattern of housing delivery at a time of need.

2. Description of site

- Site approximately 1.15 hectares; generally open, with marginal landscaping, and a small stable building in the north-east corner with track leading to it from gated field access connected to Little Fields turning head adjacent Nos. 8 and 10
- Rural Area: outside of Danbury Defined Settlement – immediately adjacent to boundary
- Little Fields is a 1980's housing extension to the village served by an adopted carriageway and footways
- A land parcel directly to the south of the site has been allocated for housing development (10 alms houses – single storey) through the Danbury Neighbourhood Plan (2024) – this is known as Site A in the Danbury Neighbourhood Plan (NHP)
- There are no designated or non-designated assets within the site. Garland Farmhouse (circa 275m to the east) is Grade II listed
- Existing field drainage to site edges
- The Landscape Character Assessment (2006) characterizes land in Danbury and Little Baddow (including the proposal site) as wooded farmland
- The site is not subject to any statutory or known non-statutory wildlife designations.
- A Site of Special Scientific Interest (SSSI) is located circa 370 metres to the north
- The site has a minor overlap with a Mineral Safeguarding Area – but is mostly excluded and in any event below a consultation threshold by reference to Policy S8 of the Essex Minerals Local Plan 2014.

3. Details of the proposal

3.1. This is an application for outline planning permission with all matters except access reserved for later consideration.

3.2. The proposal is for the development of the site for up to 26 new homes with access, public open spaces, sustainable urban drainage systems, landscaping, infrastructure and earthworks.

3.3. A Parameter Plan (Revision D) confirms a development parcel within which development up to 2 storeys would be sought under a future Reserved Matters application. The Parameter Plan also confirms the singular access point from Little Fields, land to be dedicated to No. 10 Little Fields and the land for green infrastructure (non-development area) which will support public open space, children's play provision, landscaping, footpaths, drainage, pedestrian connections and associated infrastructure.

3.4. An illustrative masterplan provides demonstration of an example layout containing 26 units. This plan holds no determinative status as it is illustrative only.

3.5. A Site Access Arrangement Plan (Revision C) confirms the design of vehicular access to the site from Little Fields. This plan also shows pedestrian access along the southern side of the access road. The access would continue one arm of the Y shaped turning head in Little Fields providing road and footway access into the proposal site. The access would include a narrowing to 3.7m where it passes Nos. 8, 10 and 12 Little Fields, but would then widen to a 6m carriageway with a 1.5m wide footway. A Stage 1 Road Safety Audit of the access arrangement has been carried out, and this document and designer's response have been submitted as supporting documents to this application.

3.6. The Planning Statement provides an indicative housing mix – as reflected below. A final housing mix would be confirmed at Reserved Matters stage once the final scheme layout is known so this is illustrative only and holds no determinative status.

	Total	Market	Affordable
Total	26	17	9
1 bedroom (flat)	6	2	4
2 bedroom	9	5	4
3 bedroom	9	8	1
4 bedroom	2	2	0

3.7. The developer has committed to providing 35% of new homes as affordable housing – the actual breakdown of housing number, tenure and mix will be a matter to be agreed at Reserved Matters stage but mechanism for how Affordable Housing is to be delivered would be secured by S.106 Agreement (legal agreement).

3.8. A package of other infrastructure is also to be agreed via the S.106 Agreement – see 'Planning Obligations' section of this report.

4. Other relevant applications

4.1. In 2022 (22/00971/FUL) retrospective planning permission was granted for hard surfacing of the access track between Little Fields and the stable building in the northern corner of the site. A stable building has been in that position since the mid-1980's and before that was in the south-western corner of the field.

4.2. In 2016 an outline application for 140 dwellings on land to the east of the application site was refused and dismissed at appeal. An application for 90 dwellings on the same parcel of land to the east of this application site was also refused in 2017 without appeal, but the proposal was referenced as part of the 2016 scheme appeal. Whilst a lot has changed in policy terms since this appeal was considered, the grounds for dismissing the appeal were due to the Council's ability to demonstrate (at that time) a 5.9 year supply of housing, loss of the immediate agricultural setting to the front of Garlands Farmhouse (Grade II listed), likely impact to SSSI through weight of recreational pressure, and landscape impact. There were no site specific ecological grounds found to dismiss the appeal, no highways impacts could be sustained and the site was deemed to not constitute a valued landscape.

5. Summary of consultations

5.1 A more comprehensive summary of consultation replies and representations is provided at Appendix 2, below are brief summary positions of respondents.

Public Health & Protection Services – Add contamination and EV charging conditions
Parks & Open Spaces – No reply
Leisure & Heritage Services – No reply
Anglian Water – No reply
Essex County Council (SUDS) – No objection subject to control of SUDS through conditions
Essex and Suffolk Water – Sufficient capacity in network, water efficiency should be considered
Housing Standards Team – No reply
Recycling & Waste Collection Services – No reply
ECC Community Infrastructure Planning (Education) – contributions required

ECC Historic Environment Branch – Investigation needed to be controlled through condition
Essex County Council Highways – Acceptable in highway and transport terms, with conditions
Danbury Parish Council – Object for reasons covering as follows:

- Conflict with the NPPF December 2024
- Highways and Access Constraints
- Historic Environment
- Design, Character and Landscape
- Flood Risk
- Recreational Pressure and Ecological Impact
- Community Facilities

Local residents – 47 representations summarised as follows:

- Policy conflict
- Lack of housing need
- Character and landscape
- Design and scale
- Highways
- Amenity impacts
- Ecology
- Drainage
- Infrastructure

6. Planning considerations

Context: housing land supply

6.1 Section 38(6) of the Planning and Compulsory Purchase Act 2004 requires planning decisions to be taken based on the development plan for that area unless material considerations indicate otherwise. The development plan for this area includes the Chelmsford Local Plan (2020), Danbury Neighbourhood Plan (2024), Essex Minerals Local Plan (2014) and the Essex and Southend on Sea Waste Local Plan (2017).

6.2 The Council is in the process of reviewing the Chelmsford Local Plan (May 2020) which will culminate in an updated version of the Chelmsford Local Plan being adopted early 2027 based on current timetable.

6.3 The current Chelmsford Local Plan was adopted on 27 May 2020 and is now more than 5 years old. Using the standard methodology for calculating housing need, which must now be applied, the Council cannot demonstrate a five-year housing land supply which is a position confirmed via recently published 'Five-Year Housing Land Supply Position Statement – April 2026' which confirms the Council has a 4.79 year supply at this time. Aa housing land supply shortfall was first reported August 2025. As such, the strategic policies within the Local Plan relating to the quantum of local housing need are to be considered out of date based on National Planning Policy Framework (NPPF) since the evidence base for housing need used for the production of current Local Plan policies would now be considered too old. In these circumstanced the tilted balance as set out at paragraph 11(d) of the NPPF would typically apply. Tilted balance is a measure introduced by central government via the NPPF which is designed to ensure, where the

Local Plan is technically out of date due to housing supply shortfall, more housing is granted planning permission as a means to redress that identified shortfall.

6.4 However, unlike Neighbourhood Plans covering other areas of Chelmsford, Danbury Neighbourhood Plan (adopted on 20th December 2024) (NHP) contains its own housing allocations. These housing allocations were based on the evidence produced to support the Chelmsford Local Plan (2020). Although that evidence is now considered out of date and has been revisited as part of the Chelmsford Local Plan Review (the emerging Local Plan), the NHP allocations need to be considered relevant and 'in-date' given that they themselves were made less than 5 years ago.

6.5 National Planning Policy Framework paragraph 14 states:

In situations where the presumption (at paragraph 11d) applies to applications involving the provision of housing, the adverse impact of allowing development that conflicts with the neighbourhood plan is likely to significantly and demonstrably outweigh the benefits, provided the following apply:

a) the neighbourhood plan became part of the development plan five years or less before the date on which the decision is made; and
b) the neighbourhood plan contains policies and allocations to meet its identified housing requirement (see paragraphs 69-70).

6.6 On this basis, the tilted balance would not be engaged. This is not because of a wider policy conflict with the NHP; the NHP does not contain policies that restrict the principle of development outside of its allocations. The application therefore is to be considered on merit based on a standard balance of planning assessment.

6.7 The reason for tilted balance being disengaged is because the NHP has made its own housing allocations and is still in date (less than 5 years old). The likely conflicts which may be expected to arise between a proposal for development and contrary development plan position are not present in this case since the Danbury Neighbourhood Plan does not itself restrict development by stated policy terms. This report reviews therefore whether there is any wider policy conflict with the Danbury Neighbourhood Plan with a conclusion reached that there is not a substantive conflict with its policies (as set out in the following sections of this report) and that on balance, housing on this site would not give rise to demonstrable harm that should give rise to a total outweighing of benefits of the proposal.

6.8 The Local Planning Authority (LPA) must consider the housing supply shortfall as a material planning consideration. The LPA must also consider whether any adopted policies of the current Chelmsford Local Plan (2020) must now be considered out of date and therefore not applicable in full or in part.

Principle of development
Strategic Policies: S1, S6, S7.
Danbury Neighbourhood Plan Policy: DNP1

6.9 Chelmsford Local Plan (2020) Strategic Policy S1 sets out the spatial principles which are to be considered for all new development where relevant. Policy S1 is an 'in date' policy since these principles remain sound and will be reflected in the emerging Local Plan. The spatial principles are listed below:

a) Optimise the use of suitable previously developed land for development
b) Continue the renewal of Chelmsford City Centre and its Urban Area
c) Locate development at well connected and sustainable locations
d) Locate development to avoid or manage flood risk
e) Protect the Green Belt
f) Respect the character and appearance of landscapes and the built environment, and preserve or enhance the historic environment and biodiversity
g) Focus development at the higher order settlements outside the Green Belt and respect the existing development pattern and hierarchy of other settlements
h) Ensure development is deliverable
i) Ensure development is served by necessary infrastructure
j) Utilise existing and planned infrastructure effectively.

6.10 With reference to criterion (a), the site has been previously developed by reference to the stable and track. Clearly the amount of development now sought exceeds what is present on the site as existing, which is to be considered against Policy DM8 of the Chelmsford Local Plan, but the proposal complies at a strategic level with this spatial principle as it is a previously developed site.

6.11 Criterion (b) is not relevant given the location of this site.

6.12 With reference to criterion (c), Danbury is a Key Service Settlement. The site is directly adjacent the Defined Settlement boundary with connection to public roads and footways. As a form of growth pattern, this strategic principle is met. This is also confirmation that criterion (g) is met.

6.13 The site is within Flood Zone 1 and does not fall within a critical drainage area, meaning spatial principle (d) is met.

6.14 The site is not within the Green Belt, meaning spatial principle (e) is met.

6.15 With reference to criterion (f), the site is not within a valued landscape, has a low level of ecological importance factoring in size, relationship and distance to the SSSI other statutory natural land designations, and does not provide a strong contribution to the agricultural setting of Garlands Farmhouse (Grade II listed) owing to its remoteness and separation through landscaping and its long-term use as a non-agricultural site. Whilst all of these considerations are reviewed under Policies DM8, DM16 and DM13 of the Chelmsford Local Plan, at a strategic level there is no conflict with this spatial principle.

6.16 The application is made by a housing developer with a record of delivering housing sites rather than a land promoter without developer involvement. This serves to demonstrate, so far as possible to do so, that the development proposal is deliverable in accordance with spatial principle (h).

6.17 In relation to criteria (i) and (j) the application proposes to connect into the existing, adopted roadway and pavement and is providing on-site local open space contribution and a policy-compliant quantum of affordable housing. Through planning obligations the site is able to make all necessary contributions towards other forms of infrastructure which are referenced later in the report under 'S.106 Planning Obligations'. The development is also Community Infrastructure Levy liable. These spatial principles are met.

6.18 The application is able to demonstrate compliance with all relevant spatial principles in accordance with Policy S1.

6.19 Chelmsford Local Plan Strategic Policy S6 sets out the housing and employment requirements to be delivered through the Local Plan period. However, these requirements are now out of date so will carry limited to no weight in the planning assessment. On this basis, no further assessment of this policy is undertaken.

6.20 The Government's standard method of calculation sets the basis for housing requirement (how many new homes must be built) with the Strategic Housing Needs Assessment that is undertaken as part of the Local Plan (current and emerging) confirming that number. This identifies a requirement for an additional (around) 7,645 net new homes (allocated and windfall) at this time in addition to the new homes identified by the current Local Plan, on which the Danbury Neighbourhood Plan was based, factoring in sites already benefitting from planning permission. There is as a consequence an unmet need at this time relating to all areas of Chelmsford including Danbury, and that is a material consideration of this application for housing, even without tilted balance engaged.

6.21 This application for 26 new homes during a period of evidenced need would usually carry a significant positive weight. In juxtaposition, paragraph 14 of the NPPF gives substantial weight to the Neighbourhood Plan based on the housing site allocations it makes in accordance with NPPF paragraphs 69 and 70. In this case, the local housing need has increased significantly since the evidence produced to support the Local Plan (2020) which was used to support adoption of the NHP. At the time of this application, there is a recognised shortfall in housing provision which means the allocations contained within the Danbury NHP are out of step with current housing need - and as stated, the Local Plan is now considered out of date for this reason. Given the status of housing need despite the position of the development plan, it remains a material planning consideration that this application would supply new homes and affordable housing. This application is considered to be for a proportionate number of new homes and affordable housing relative to the number of new homes allocated through the NHP and in the context of net new housing that must be delivered to meet the evidenced need, which means the application would provide a strong positive benefit, but not a *significant* benefit to appropriately reflect the thrust of NPPF paragraph 14.

6.22 Chelmsford Local Plan Strategic Policy S7 sets out the spatial strategy to focus new housing in accordance with the Settlement Hierarchy. Danbury is a Key Service Settlement outside of the Green Belt in this hierarchy and is due to provide around 100 new homes, which it is doing so via allocations made within the Danbury Neighbour Plan. Whilst the Spatial Strategy is based on spatial principles which are fundamentally unchanged in the emerging Local Plan, the strategy itself as expressed in Policy S7 of the current Local Plan must be considered out of date. This is because it is based on now out-of-date housing and employment requirements and as a consequence it is known the spatial strategy must make further allowance for development outside of settlement boundaries beyond those as defined by the current Local Plan (2020).

6.23 The Danbury Neighbourhood Plan (NHP) Policy DNP1 confirms how the NHP will deliver around 100 new homes through allocations it makes. Policy DNP1 of the NHP identifies 5 sites across which 93 new homes are allocated. Danbury NHP does not contain any restrictive policies of its own with regard to housing not allocated by it, instead the NHP relies on the policies of the Chelmsford Local Plan and National Planning Policy.

6.24 A review of the NHP allocated sites in the context of current applications and known sites coming through the planning system has been carried out. Site B of the NHP has a Council resolution to grant planning permission for up to 72 units; this is the main allocation of the NHP. Other sites are for smaller schemes and are at varying planning or pre-planning stages. Overall,

93 homes are allocated through the NHP and a similar number is expected to be realised based on current standing of those proposals. In this context, 26 additional homes (this application) would amount to around 119 new homes for Danbury. The 26 proposed units will comprise a mix of house sizes as shown in the indicative housing mix. This is a proportionate increase in housing which is, in general, a reflection of the increased housing need that has materialised since the adoption of the current Local Plan (2020) which informed the allocations made through the NHP (2024) and would be a proportionate response to that current need position.

6.25 Notwithstanding this relatively minor uplift in housing provision, the NHP does not allocate the application site for housing.

6.26 The Danbury NHP sets out an assessment criteria which has been used to select the sites it has allocated.

6.27 The application site has been considered in the context of this assessment criteria. The application site demonstrates a general compliance, as follows:

- The site is sustainable based on its adjacency to Defined Settlement boundary and Danbury being a Key Service Settlement and there are local amenities for new residents,
- it is available for development and would meet Chelmsford City Council's evidenced housing need,
- it would utilise previously developed land *(technical compliance – development intensification)*,
- it would occupy a space between existing housing and the newly allocated site for 10 alms houses which gives this development parcel an infill character meaning it would maintain separation between settlements/parishes,
- it would benefit from acceptable highway access and would have minimal impact on local highway network as confirmed by the Local Highway Authority,
- it would not have a direct or harmful impact on SSSI to the north,
- it would maintain a suitable remoteness and agricultural setting to Garlands Farmhouse (Grade II listed) to the east,
- it would maintain landscaped edges as existing with more structural landscaping introduced and would not diminish open views or designated open green spaces,
- residential amenity can be safeguarded through the development process,
- the site is Flood Zone 1 and not within an area of critical drainage risk,
- it is over 500 metres from Butts Lane where air quality was being monitored as part of the NHP,
- minerals assessment is not required.

6.28 On this basis, there is not a specific conflict with the Danbury NHP other than the site is not a site allocated by that process. Based on planning merit, the site demonstrates a soundness as a site for new housing.

6.29 The status of development plan for the area in the context of NPPF paragraph 14, current housing need and the Council's demonstrated inability, at this time, to meet that need, and the attributes of this site for housing considered in the round, the application amounts to a moderate weight of positive impact based on proportionate net increase in housing delivery.

Rural Area
Strategic Policy: S11
Development Management Policy: DM8

6.30 The site is within the Rural Area, adjacent to Danbury Defined Settlement boundary.

6.31 The application is submitted with a Landscape and Visual Appraisal dated 2025.

6.32 Policy S11 states that when determining planning applications, the Council will carefully balance the requirement for new development within the countryside to meet identified development needs in accordance with the Spatial Strategy, and to support thriving rural communities whilst ensuring that development does not have an adverse impact on the different roles and character of the countryside. Part C of this policy specifically relates to the Rural Area:

"The countryside outside of the Urban Areas and Defined Settlements, not within the Green Belt, is designated as the Rural Area. The intrinsic character and beauty of the Rural Area outside of the Green Belt, and not designated as the Green Wedge, will be recognised, assessed and development will be permitted where it would not adversely impact on its identified character and beauty."

6.33 Chelmsford Local Plan Policy DM8 allows new development, including redevelopment of previously developed land, in the Rural Area where it will not adversely impact on the identified intrinsic character and beauty of the countryside. Part B of the policy states planning permission will be granted where the proposed development would not result in harm to the identified intrinsic character, appearance and beauty of the area. The Council will assess the development based on the following:

i. the size, scale, massing and spread of the new development compared to the existing; and
ii. the visual impact of the development compared to the existing; and
iii. the impact of the activities/use of the new development compared to the existing; and
iv. the location of the site is appropriate to the type of development proposed.

i. the size, scale, massing and spread of the new development compared to the existing

6.34 The existing development on the site comprises a small stable building and a track. The proposed housing development, in comparison to the existing development quantum and spread, would be a significant addition to the site. The scale would be greater and ultimately this would amount to a significant increase in development massing compared to the previous development. In terms of Rural Area impact this would be a significant harm to be weighed in the planning balance.

ii. the visual impact of the development compared to the existing

6.35 The development covers an area of 1.15ha in total. The Parameter Plan (revision D) shows development would be restricted to a smaller 0.8ha area which includes the access land. Development within this land would be limited to 2 storeys. The areas within the application site but outside of the development parcel would support green infrastructure, bolstering the existing vegetation to site edges.

6.36 To the north of the site, stretching three quarters along the site boundary, is Runsell View a street comprised of 1-1.5 storey houses backing onto the proposal site. To the west is Little Fields, a street comprised of 2 storey houses with mixed relationship to the application site. To the south is currently an agricultural field, but part of this field is allocated for housing development (10 alms houses – single storey) as Site A in the Danbury NHP and this stretches approximately two thirds along the application boundary. To the east are agricultural fields providing circa. 275m remoteness to Garlands Farmhouse.

6.37 The development, by comparison to the existing stable and track that is present on the site, is a substantial increase as identified under criterion i, but assessing visual impact means taking into

account the attributes of the site and its surroundings and reaching a judgement on whether that development would be harmful to the purpose of preserving the character and beauty of the countryside.

6.38 Given the developed context of the site, the harmful effects of the development are reduced. The proposed development would remove what is in essence an open and green site, so would introduce a harm, but the shape of the Defined Settlement (together with Site A as allocated) means this site is within an inset area which is surrounded on three sides by development. The existing and allocated development would filter, blend and ultimately mitigate views to the proposed development from all public vantages. This site would as a consequence appear as a logical continuation of developed edge of settlement rather than an irregular outcropping of development from the village envelope.

6.39 The site already has a strong vegetated edge to the east visible across fields. The openness of the site is not readily apparent from public vantage points to the north or east; the open setting is provided primarily by the agricultural fields (portion of which has been allocated as Site A by the NHP). Viewed from the east, the existing housing forming the edge of the village is openly visible even with trees in leaf. Therefore, whilst the countryside landscape in this area is more generally recognised for its wooded farmland character, the existing characteristics of this site are a more open agricultural landscape with visible edge of village development. The proposal would not fundamentally change this landscape character and the proposals consist of additional land reserved for landscaping which can further reduce the visibility of proposed development and in turn provide a more positive, landscaped edge to the village envelope. Landscape is considered further under sub-heading 'Landscape'.

6.40 Against that context, the development would only give rise to a limited (low-moderate) level of adverse visual impact without mitigation and with mitigation has potential for positive landscape approach to be confirmed via Reserved Matters stage. The limited visual impact (unmitigated harm) as a consideration of Rural Area impact in principle will nonetheless be weighed in the planning balance.

iii. the impact of the activities/use of the new development compared to the existing

6.41 The existing stable and track amount to a very low key use. Giving consideration to activity in the context of its Rural Area setting, the development would give rise to a predicted overall daily trip generation of 74 arrival movements and 72 departure movements over the course of a day (0700 – 2100) with 14 of those in AM and PM peaks. Although this would represent an increase based on existing site (vehicular) activity, the level of vehicular movement activity is very low in terms of highway impact and would be fed directly into an adopted roadway which already serves 16 homes, so this proposal would not introduce a new typology of vehicular activity to the Rural Area. In terms of the activity this would generate within Little Fields itself, there would likely be a perceivable increase in vehicle movements along the road, but there is not an absence of vehicle movement at present and the limited amount of vehicle movement increase associated with a 26 unit housing development would be of limited impact on local residential amenity in qualitative terms. This low impact would be weighed in the planning balance.

6.42 Other activity associated with residential use of the site would be de minimis in the context of ambient activity associated with existing housing. This is a neutral impact in the planning balance.

iv. the location of the site is appropriate to the type of development proposed.

6.43 The development is located directly adjacent to the Defined Settlement boundary of a Key Service Settlement. This is an appropriate and sustainable site for new housing and relationship to neighbouring properties can be managed (through Reserved Matters stage) based on the parameters set by this outline application. This results in a net positive impact since this site would represent a legible and suitable pattern of growth and is a proportionate addition in the context of current housing land supply. This positive consideration will be weighed in the planning balance.

Landscape

Strategic Policy: S11. Development Management Policies: DM8, DM23 and DM24
Neighbourhood Plan Policies: DNP1, DNP4, DNP8, DNP11, DNP12

6.44 Paragraph 180 of the NPPF states that planning decisions should contribute to and enhance the natural and local environment by, amongst other matters "*recognising the intrinsic character and beauty of the countryside, and the wider benefits from natural capital and ecosystem services - including the economic and other benefits of the best and most versatile agricultural land, and of trees and woodland.*"

6.45 Policies S11 and DM8 of the Chelmsford Local Plan seek to ensure that the identified character and beauty of the countryside is not adversely impacted. Design Policies DM23 and DM24 reinforce the need for design of new development to respect and integrate with local landscape character.

6.46 The site also falls within the Danbury NHP. Policies of the NHP relevant to this application include Policy DNP1 which allocates new sites including land to the south of the application site for housing, DNP4 which sets guidance for built form, DNP8 which sets guidance including layout and content parameters for new open space, DNP11 which sets expectations for preservation of trees and hedges as part of the landscape setting, DNP12 which seeks to protect key views into and out of the village.

6.47 The site is adjacent to the eastern edge of Danbury Defined Settlement. The site already has a strong vegetated edge to the east, which is visible at distance across agricultural fields. The openness of the interior of the site is not readily apparent from limited public vantage points to the north or east; the open setting is provided primarily by the agricultural fields surrounding the site to the east and south. The field directly to the south however is allocated for housing development by the Danbury NHP.

6.48 The application is supported by a Landscape and Visual Appraisal dated December 2025 providing analysis of landscape character, value, susceptibility and sensitivity to change and conclusions on development impact.

6.49 The vegetation pattern of the areas beyond the Defined Settlement boundary are mixed with large swathes of agricultural land interrupted by vegetated field boundaries, roads and more sporadic housing (and other development) to the east in general, but with the village envelope stretching considerably further eastwards south of Maldon Road. Beyond the agricultural land there are extensive areas of woodland including ancient woodland.

6.50 In general, the landscape value of the area is moderate. It is of ordinary character and aesthetic appeal and it is not highly visible due to absence of PROWs and distance to nearest vantage points primarily along Runsell Lane, beyond which there are no longer range views. The site makes a limited contribution to an overall open and natural landscape setting by way of its

mature vegetation along site boundaries shared with the open, agricultural landscape beyond which currently helps to filter views to housing within the village envelope.

6.51 The proposal is suitably informed by landscape and visual constraints such that it would reasonably mitigate landscape harms. The Parameters Plan (revision D) confirms the introduction of housing would retain and enhance the mature trees and other boundary vegetation providing a filter between edge of settlement housing and open land beyond, integrate new built form with existing edge of settlement housing, limit housing to 2 storeys consistent with adjacent and prevailing scale to this edge of the settlement, provide opportunities for open space to the north and east of the site incorporating SUDS, recreation and ecology. These parameters would serve to successfully mitigate views towards the application site.

6.52 The allocation of Site A in the Danbury Neighbourhood Plan to the south is a material consideration. That site relates to part of an agricultural field with higher visibility to Maldon Road and Runsell Lane and at present benefits from no separation from the open landscape meaning it is more highly exposed to landscape change. Site A is required by site policy within the NHP to build up a landscaped edge and preserve views to Garlands Farmhouse so as to preserve both the landscape and heritage setting of the local area. The development of Site A would introduce a presence of housing development, albeit as single-storey scale development only, into the immediate setting of the application site and into what is at present an agricultural field with open aspect to the east and clear line of sight to Garlands Farmhouse, which must be factored into the landscape impact assessment of this application.

6.53 Overall, whilst the introduction or intensification of development relating to a predominantly open site would stand to introduce a harm to natural landscape setting in principle, the urban fringe attributes and limited views to the site (consisting of views met by taller vegetation along its boundaries with filtered views to housing within the village envelope) would mean this development would have only a minor to moderate impact on landscape character in the short to medium term, albeit these impacts would be very localised to glimpse views and would not harm the wider landscape setting. In the long term the enhancement to natural site edges would provide some opportunity for positive impact on village and countryside setting primarily through high quality landscaping to northern and eastern edges. Further, in the context of Site A coming forward to the south and needing to introduce new physical (natural) edge (to the east) to segregate it from the open landform that currently exists in that area, the proposed development (application) would not result in an irregular or encroaching shape of development parcel and would offer a better defined edge of settlement in the context of the housing to the south (Site A) and existing housing to the north, which can be viewed as a positive outcome. This limited positive consideration (moderated from a higher value of positive weight due to the short term negative impacts) will be weighed in the planning balance.

6.54 In summary taking Rural Area and landscape impacts together, the development would mean an intensification of development by comparison to the existing site, but would not adversely impact on the identified intrinsic character and beauty of the countryside given the attributes of the existing environment, including the limited nature of views into the site, and based on the scope of development which is sought by this outline planning application which includes enhanced landscaping to site boundaries. The overall planning balance is addressed later in the report.

Transport

National Planning Policy

Strategic Policies: S9, S10. Development Management Policies: DM24 and DM27

WEB
03FCOM

Neighbourhood Plan Policy: DNP13

6.55 The NPPF paragraph 116 states that *"development should only be prevented or refused on highway grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network, following mitigation, would be severe, taking into account all reasonable future scenarios".*

6.56 A Transport Statement has been provided setting out the scope of transport activity arising from the proposed development. In addition, a Stage 1 Road Safety Audit (RSA) dated February 2026 has been carried out in relation to the proposed access and a designer's response has been provided to the matters arising – this is a standard approach. The RSA is commissioned by the applicant's transport consultant, but is subject to impartial assessment by the Local Highway Authority.

Access

6.57 As shown on the submitted Site Access Arrangement Plan (Revision C) a vehicular access connection to the adopted highway would be made via a connection into the existing turning head within Little Fields. This plan also shows pedestrian access along the southern side of the access road.

6.58 The RSA identifies issues relating to priority, visibility, on-street parking and kerb design. The designer's response issued by i-Transport on 27th February acknowledges the issues raised and in most instances the resolution is either already the responsibility of the Local Highway Authority, such as vegetation management adjacent to the public highway, and/or the final highway scheme which is subject to separate approval process under the Highways Act, is able pick those relatively minor adjustments or additional detailing up as part of the highways approval process in due course. The applicant's transport consultant has confirmed via additional tracking that a refuse freighter is able to traverse both the existing turning head and the proposed access road alignment with space remaining to accommodate on-street parking which may occur in relation to the existing housing. Vehicles are not permitted to park in turning heads. Parking controls are not a planning control, they are a matter controlled under highway legislation.

6.59 The proposal incorporates an area as shown on the Parameters Plan (revision D) to be dedicated to No. 10 Little Fields as an alternative area for parking allowing them to use the current driveway area as a landscaped front garden rather than parking area should they wish. However, it has been confirmed with the Local Highway Authority that continued use of the existing driveway to No. 10 does not give rise to any safety concerns in relation to use of the new site access.

Sustainable travel infrastructure

6.60 Bus stops are located along Maldon Road within a 300m radius of the site access in either direction (travelling towards Chelmsford / travelling towards Maldon and onwards towards Burnham on Crouch).

6.61 First Essex operates an hourly service through Danbury connecting with Chelmsford City Centre. A school bus service to secondary schools operates in addition. The Local Highway Authority has identified that improved First Bus service frequency could be achieved via developer contribution, and is set to secure a contribution via planning obligation on the nearby allocated Site B of the NHP. A contribution is also sought from this development site (£95,000 index

linked) which will be secured by S.106 Agreement – see 'Planning Obligations' section of this report. This would enable a phased subsidy facilitating a more frequent level of bus service over a longer period or related service improvements.

6.62 Segregated cycleways are not available within Danbury village. Therefore, cycling associated with new development would take place within the carriageway, the same as the current situation.

6.63 Table 3.1 of the submitted Transport Assessment confirms actual walking/cycling distances from the centre of the site, but in general terms (expressed as an 'as the crow flies' radius from the site entrance which is more common to planning assessment) there are a shop and takeaway within 200m, medical centre within 400m, village hall, sports fields, early years and primary school sites within 800m of the site. There are various other facilities located within Danbury village. Footpath connections would be available to all of these facilities and all are considered a reasonable walking distance from the site.

Transport Modelling

6.64 The Local Highway Authority has confirmed the prospective impact of the proposal is acceptable from a highways and transportation perspective. The Transport Statement identifies trip rates using TRICS data, which is recognised as appropriate methodology. The development would give rise to a predicted overall daily trip generation of 74 arrival movements and 72 departure movements over the course of a 14 hour period (0700 – 2100) with 14 of those in AM and PM peaks. The level of vehicular movement activity is very low in terms of highway impact and would be fed directly into an adopted roadway. This would have a low impact on how the junction of Little Fields and Maldon Road would operate, and the local transport network in general. The Transport Statement concludes this level of trip generation is de minimis in transport terms. The Local Highway Authority has accepted the findings of the report.

6.65 Measures such as travel information packs to new residents and travel vouchers will encourage the use of public transport which will be imposed via condition in the interests of achieving more sustainable travel patterns from new development.

Parking

6.66 Chelmsford Local Plan Policy DM27 states that the Council will have regard to vehicle parking standards set out in the Essex Parking Standards – Design and Good Practice (2009) as or subsequently amended. The parking standards have been amended in 2024. Parking provision in accordance with the Parking Essex Standards (2024) would be secured via the Reserved Matters stage because at that stage the housing mix and detailed layout would be known. Whilst it is possible to condition parking at the outline planning stage, it is not necessary in this case since the parking standards have been acknowledged within the Transport Statement and are a material consideration in any event for the next stage of this process (Reserved Matters).

Heritage

National Planning Policy
Strategic Policy: S3. Development Management Policies DM13 and DM15
Neighbourhood Plan Policy: DNP16

6.67 Strategic Policy S3 states "When assessing applications for development, the Council will place great weight on the preservation or enhancement of designated heritage assets and their setting."

6.68 Policy DM13 states, "the impact of any development proposal on the significance of a designated heritage asset or its setting, and the level of any harm, will be considered against any public benefits arising from the proposed development." Part A of this policy states the Council will permit proposals where *(ii)* "development within the setting of a listed building would not adversely affect the significance of the listed building, including views to and from the building, landscape or townscape character, land use and historic associations."

Garlands Farmhouse

6.69 The site does not provide a strong contribution to the agricultural setting of Garlands Farmhouse (Grade II listed). The edge of the site is circa. 275m from Garlands Farmhouse separated by agricultural fields which are to remain. These fields in front of Garlands Farmhouse provide a suitable and relevant setting to the historic building, preserving its core cultural significance to the landscape. Since these agricultural fields would remain, the proposal would have no substantive impact on listed building setting.

6.70 The wider rural setting, in vastly more general terms, enhances the rural setting of the farmhouse which contributes to its significance. Whilst the modern edge of Danbury would come marginally closer to Garlands Farm as a consequence of the development proposal, it would still be distant from the listed building, partly filtered by the existing mature trees and hedges. The development would not have a notable impact on the experience of the listed building.

6.71 The Parameter Plan (revision D) confirms the development would not exceed 2 storeys, this has been revised from an initial proposal for 2.5 storeys maximum building height.

6.72 Additional landscaping to the eastern edge of the site will need to be introduced via the Reserved Matters stage, which can be controlled by planning condition. The retained and suitable additional landscaping (structural, native species) would help to filter views from the listed building towards the site. There would on that basis be no harm to the wider rural character of setting to this listed building. In relation to this outline stage of planning, the proposal therefore introduces nil harm to the significance of the listed building, which will not affect the planning balance.

Archaeology

6.73 Maldon Road has Roman significance as a likely route between Chelmsford and Heybridge, and post-medieval or earlier remains have been discovered within the Danbury area. Applying a precautionary principle, the County Archaeologist has recommended trial trenching prior to commencement of development, which can be secured by planning condition.

Trees and Ecology
Strategic Policy: S4. Development Management Policies: DM16 and DM17
Neighbourhood Plan Policies: DNP6, DN7, DNP9, DNP10, DNP11

Trees

6.74 An Arboricultural Impact Assessment dated December 2025 has been submitted with the application. Using the illustrative layout the report assesses the likely impact of development on existing vegetation. The report concludes that 1 tree, 1 hedge and 4 shrubs would be removed with partial removal of another shrub area. There are however 4 trees that are ungradeable

due to poor health which will result in natural loss over time, not as a consequence of development (T5, T8, T14 and T18). The report identifies 7 B category trees which have a higher (moderate) value. The report also identifies an ancient/veteran tree on the north-eastern boundary (T10) which is an A category tree and has been afforded an extra large Root Protection Area to ensure it remains unimpacted by the development. The majority of trees on site are C category, which means they have a lower value, but are still a positive site attribute to be considered in conjunction with development.

6.75 Both T34 and H35 have been identified for removal and these are situated at the entrance to the site within the front garden of No.10 Little Fields. These features are a small Ash tree and leylandii hedge. The removal of these features would not be objectionable.

6.76 The remainder of the vegetation removal relates to ruderal vegetation which is not objectionable

6.77 There are no preserved trees or tree groups.

6.78 Policy DM17 (Part B) states that permission will be granted for development that does not result in unacceptable harm to natural landscape features that are important to the character and appearance of the area. Harm or loss of natural landscape features will not be permitted unless a landscape strategy to compensate for the loss or harm is secured, or where there are overriding public benefits arising.

6.79 Based on the limited loss to trees and other vegetation and their limited value to the character and appearance of the area and the recognition afforded to trees which are of higher value and must be retained as part of the development proposals, there would be minimal impact on natural landscape features. The development is therefore in compliance with the policy.

6.80 In any event, a landscape strategy will be secured by planning condition to ensure green edges of the site are suitably landscaped for benefit to wider rural landscape setting.

6.81 In accordance with paragraph 9.13 of the Planning Obligations Supplementary Planning Document (2021) all new housing shall seek to plant three new (net) trees per dwelling – this is in response to the Council's declared Climate and Ecological Emergency. This may be as part of the enhancement which would come in response to general needs of the development or on-site enhancement achieved through Biodiversity Net Gain. Given that this is an outline application the provision for this quantum of tree planting either on-site or via a contribution in lieu to facilitate delivery of trees on council land will be secured by S.106 Agreement – see 'Planning Obligations' section of this report.

6.82 Based on the limited proposed or necessitated tree (and other vegetation) removal, and based on enhancement that can be achieved via new planting within the green zones identified on the Parameters Plan (revision D) and with new tree planting secured via s.106, the development is considered to result in moderate positive weight in the planning balance.

Ecology – designated sites

6.83 Scrubs Wood, and ancient woodland habitat, is a Site of Special Scientific Interest (SSSI) located approximately 370 metres to the north. This is a nationally designated site. The proposal does not generate any direct impact on this SSSI, through physical, light, pollution, or loss of connected habitat. Whilst this SSSI is within an accessible distance 'as the crow flies' and is therefore subject to potential recreational disturbance, the proposal site benefits from a clear

separation by site boundary, agricultural land and existing residential areas and no direct PROW connections between the site and SSSI exist. The development

6.84 DEFRA mapping (MAGIC) confirms the site is within a zone of influence of the SSSI. However, the application is for less than 100 net new residential units. In accordance with Natural England standing advice, the impact can be managed through strategic solutions to be agreed under Appropriate Assessment.

6.85 Similarly, the site is within a zone of influence of Blackwater Estuary SPA and Ramsar Site and Essex Estuaries SAC. Impact arising from recreational disturbance on these European designated sites is also managed through strategic solutions to be agreed under Appropriate Assessment.

6.86 The Appropriate Assessment concludes that a contribution in line with the Essex Coast RAMS strategic solution is adequate mitigation for the likely recreational impacts arising from this scale of development. In addition, the development is identifying on-site local open space which will further mitigate demand for recreational access to natural sites and as identified earlier, the site is within 800m of recreational and sports fields. A RAMS contribution is to be secured by S.106 Agreement – see 'Planning Obligations' section of this report.

6.87 On this basis there would be no residual adverse effect on national or European designated sites to be factored into this decision in accordance with Policy DM16 and NPPF paragraph 193 and therefore, with mitigation, the proposal introduces nil harm which will not affect the planning balance.

Ecology - on-site

6.88 The application is submitted with a Preliminary Ecology Assessment and Bat Activity Surveys.

6.89 The following findings of the reports are accepted:

6.90 Bats – there is evidence of bats using the boundary vegetation for foraging and commuting. Whilst the level of activity is low and common species have been identified, the arboreal connections provided by this site to wider landscape are important features to support biodiversity, and potential nesting. Retention and enhancement of site boundary vegetation which is to be retained by virtue of the Parameter Plan (revision D), introduction of bat sensitive external lighting/dark zones adjacent to site boundaries and introduction of new roosting opportunities (bat boxes) would provide suitable mitigation of development on this species.

6.91 Nesting birds – the site contains tree and hedgerow lined boundaries which is suitable for bird nesting. There is no suitable habitat for ground nesting birds and no evidence of ground nesting birds. The site has recorded red list bird species within the last 10 years. Retention and enhancement of site boundary vegetation which is to be retained by virtue of the Parameter Plan (revision D) would maintain suitable depth of arboreal and mid-height vegetation to support nesting birds and provide suitable mitigation of development on this species.

6.92 Hedgehogs – the site is generally open with vegetated edges and there are nearby residential properties which are likely to attract this species based on foraging habits. Retention and enhancement of site boundary vegetation which is to be retained by virtue of the Parameter Plan (revision D) would maintain suitable routes for commuting and foraging and provide suitable mitigation of development on this species.

6.93 There is no evidence of badgers, reptiles, great crested newts or dormice and the site holds only limited suitability for these species. The retention of green zone to site edges would still allow for those vegetated corridors to facilitate foraging and commuting in connection with the wider natural landscape setting which would adequately support these species in the event they do interact with the site on a more ephemeral basis.

6.94 The mature and veteran trees are being retained which is of benefit to local ecology.

6.95 Based on these findings, the development is considered to satisfactorily conserve habit, network and connected spaces in support of protected species and the development would avoid unnecessary impact on biodiversity as a consequence of development. The outline proposals provide a suitable opportunity for enhancement of ecological corridors which is to be considered further at Reserved Matters stage which would be supported by further ecological assessment based on a detailed housing layout. The development is in accordance with Policy DM16 and paragraph 193 of the NPPF and on this basis the proposals would amount to nil adverse impact which will not affect the planning balance.

Biodiversity Net Gain (BNG)

6.96 The baseline value of the site is 3.93 area units, 3.19 hedgerow units and 0.55 watercourse units.

6.97 Post development, the proposed value would be 2.64 area units, 3.92 hedgerow units and 0.64 watercourse units.

6.98 This would amount to a net change of -33.55% area units, +22.93% hedgerow units and +15.96% watercourse units.

6.99 The loss of area units is to be expected due to the development proposal, and this results in a need for 2.32 habitat units to be secured to off-set that loss (including net gain). Based on this, the combined uplift satisfies trading rules and would achieve the required minimum 10% biodiversity net gain in compliance with Policy DM16 and the framework established by Environment Act 2021.

6.100 The Reserved Matters application is required to provide a final BNG Plan based on the definitive scheme layout. In addition, a Habitats Management and Monitoring Plan will need to be secured to ensure the gains are protected for a minimum 30 year term. These documents are to be secured by S.106 Agreement – see 'Planning Obligations' section of this report.

6.101 The development is in accordance with Policy DM16 and on this basis the proposals would provide an enhancement which will result in moderate positive weight in the planning balance.

Drainage

Development Management Policy: DM18

6.102 The site is in Flood Zone 1 and is not subject to critical drainage area designation. To site edges are field drainage ditches.

6.103 Policy DM18 requires surface water run off be managed to a rate no greater than the run off prior to development. Part C of Policy DM18 relates to major development and requires SUDS be incorporated into development schemes.

6.104 A Flood Risk Assessment and Drainage Report (March 2026) has been submitted in support of the application and this has been subject to assessment by the Lead Local Flood Authority. Since this is an outline application, the final scheme layout has yet to be established. However, a feasibility-based proposal to deliver SUDS on site and manage surface water run off has been provided to demonstrate that the development site is able to comply with Policy DM18. The SUDS approach would consist of permeable sub-bases within gardens linked to attenuation basin built into the green outer zone of the development site and sub-ground level attenuation tank which will limit outfall to an existing ditch at a greenfield equivalent runoff rate for this site. The scheme would manage rainfall events upto and including 1 in 100 year events plus climate change allowance (45% for 1 in 100 year events), plus a 10% 'urban creep' allowance to factor in future hard landscaping, extensions, etc. by occupiers of the proposed housing. The Lead Local Flood Authority confirms the approach is acceptable subject to condition to secure the final scheme prior to commencement of development. Such approach is standard practice and a condition forms part of the recommendation.

6.105 The SUDS scheme will be delivered in accordance with CIRIA which will manage water quality.

6.106 In addition, a scheme to minimise the risk of surface water flooding during construction will also be conditioned as identified by the Lead Local Flood Authority.

6.107 Based on the ability to demonstrate that the development can achieve a greenfield equivalent run off rate, the development would have no impact on water environment and would not worsen flooding elsewhere and therefore this matter will not affect the planning balance.

Design

Development Management Policies: DM1, DM23, DM24, DM25 and DM26
Neighbourhood Plan Policies: DNP2, DNP3, DNP4, DNP5, DNP8, DNP10, DNP11, DNP13

6.108 Policy DM1, under Part A (i), seeks the provision of an appropriate mix of dwelling types and sizes that contribute to current and future housing needs and create mixed communities. Danbury NHP Policy DNP2 seeks a mix of housing consistent with Policy DM1 of the Chelmsford Local Plan. The housing mix of the proposal is indicative but is generally acceptable. As the application is submitted in outline the future mix will be a matter to be secured through the Reserved Matters application.

6.109 Policy DM1 Part A (ii) requires 50% of the total units to be delivered as Accessible or Adaptable dwellings in compliance with Building Regulation M4(2). Danbury NHP Policy DNP2 states all developments must contribute to a balanced mix of housing, including those with disabilities. Whilst it is not feasible to secure tenure (market sale or market rent) of private units, Accessible and Adaptable homes can be secured through planning condition based on 50% of total number as secured by the Reserved Matters scheme.

6.110 Policies DM23 and DM24 set structuring design requirements. The outline application does not prejudice successful design outcomes being achieved under these policies. Detailed design, such as site arrangement and architectural design of individual houses, is a matter for Reserved Matters stage of the application process.

6.111 Policy DM25 states that all new dwellings should incorporate sustainable design features to reduce carbon dioxide and nitrogen dioxide emissions, and the use of natural resources. All new dwellings should be water efficient (in line with optional building regulations standards) and shall provide electric vehicle charging facility (on a 1:1 ratio for houses with dedicated parking).

These matters are likely to be demonstrated through Reserved Matters submission, but in any event can be controlled through planning conditions.

6.112 Policy DM26 sets out design specifications for new dwellings, including that suitable privacy and living environment be provided for residents of the development, that sufficient private amenity space be provided for new homes, that development must benefit from provision of open space, units comply with Nationally Described Space Standards, and provision of appropriate and well designed recycling and waste storage. These requirements are to be delivered in accordance with standards set out in Appendix B of the Chelmsford Local Plan. These matters are likely to be demonstrated through Reserved Matters submission, but in any event can be controlled through planning conditions.

6.113 There are various Danbury Neighbourhood Plan policies relating to design and layout of new development. Based on this being an outline scheme with all matters reserved, there are no fundamental issues of design arising with regard to those policies.

6.114 These design considerations have no bearing on planning balance.

Amenity

Development Management Policy: DM29

6.115 Policy DM29 requires development to safeguard the amenity of nearby occupiers.

6.116 The Parameters Plan (revision D) shows the area of development. This plan does not prejudice the requirements of Policy DM29 which need to be applied in conjunction with Local Plan Appendix B, which establishes remoteness standards to neighbouring properties. A detailed scheme layout would be agreed at Reserved Matters stage and this will need to demonstrate acceptable relationships in accordance with Policy DM29. As such, this is a matter to be considered at that stage of the process.

6.117 The relationship between existing dwellings and the vehicular access to the proposal site has been taken into consideration. There is no minimum remoteness that housing must be situated away from roads set down by policy or standard. The new access would serve up to 26 units with anticipated overall daily trip generation of 74 arrival movements and 72 departure movements over the course of a 14 hour period (0700 – 2100). This would be a perceivable number of movements compared to existing movements along Little Fields, but in terms of noise, light or air pollution, the amount of additional vehicle movements is minimal and would not result in quantifiable amenity harm to residents. The general level of activity associated with the proposal in terms of vehicle movements would again be perceivable, and thus material, based on the road currently being a no-through-road, but the level of activity is by transport standards minimal and there is no identifiable amenity harm arising. The 'cul-de-sac' nature of the road is not a protectable characteristic.

6.118 These considerations have no bearing on planning balance due to a lack of harm identified.

Contamination

Development Management Policy: DM30

6.119 Policy DM30 (Part A) requires development to attenuate any health and safety risk as a result of contamination past or present and avoid contamination of water. Policy DM30 (Part B) deals with development in or adjacent to Air Quality Management Areas.

6.120 A Phase 1 and 2 Site Investigation Report dated December 2025 is submitted in support of the application. This report identifies some specific areas of ground contamination arising due to past development. In accordance with Polic DM30 it is necessary for a more comprehensive approach to investigation now be carried out (picked up by the application report) and as necessary remediation and verification of results be presented to the Local Planning Authority. This can be controlled by planning condition.

6.121 The development site is not in or adjacent to a notified Air Quality Management Area. It is noted that the Danbury NHP makes reference to air quality management near to Butts Lane, but this is not a notified AQMA (rescinded in 2024) and in any event the area of air quality monitoring is in excess of 600m remoteness from the application site, beyond a distance notified in the AECOM site selection criteria. The development, in terms of air quality, would not be in conflict with Policy DM30.

6.122 These considerations have no bearing on planning balance.

Affordable Housing
Development Management Policy: DM2
Neighbourhood Plan Policy: DNP2

6.123 The application is for upto 26 dwellings. Policy DM2 Part A requires 35% of developments of 11 or more residential units to be provided as affordable housing. Danbury NHP Policy DNP2 requires affordable housing to be provided in accordance with Chelmsford Local Plan Policy DM2.

6.124 The outline application is based on a maximum housing figure and as such it is not appropriate to fix the total quantum of affordable housing at this stage of the planning process. The application confirms the development will provide 35% affordable housing in line with Policy DM2. If the Reserved Matters application seeks 26 housing units in total, this would amount to 10 units of affordable housing.

6.125 The Council's Planning Obligations SPD (POSPD) sets out the required mix for affordable housing. The Council will expect the affordable housing to include 22% of the total number of dwellings within the development as either social or affordable rented accommodation. The remainder of the affordable housing provision can be made up of intermediate tenure (shared ownership) housing or additional social or affordable rented accommodation. This will be secured by S.106 Agreement – see 'Planning Obligations' section of this report.

6.126 Danbury NHP Policy DNP2 also states that the nationally prescribed 30% discount on First Homes applies to new developments which meet the threshold on affordable housing, and that developments which seek to apply at a discount of 30% or greater will be supported. The proposal meets the threshold for affordable housing but does not propose any First Homes. First Homes are no longer a requirement of national policy following the update to the National Planning Policy Framework in 2024, and Chelmsford's Strategic Housing Needs Assessment (2023), including the 2024 addendum, does not evidence a need for First Homes in the Chelmsford City Council area. First Homes are therefore not sought on the scheme.

6.127 The provision of affordable housing to meet identified local needs is a recognisable planning benefit and in the context of housing supply position would usually carry substantial weight in the planning balance. However, this has been downgraded to a moderate positive weight based on the considerations set out in sub-section 'Context: housing land supply'.

Minerals and waste

6.128 There is no requirement to provide waste and mineral assessments. There is no conflict with the Essex and Southend-on-Sea Waste Local Plan and Essex Minerals Local Plan.

Planning Obligations
Strategic Policies S9 and S10
Planning Obligations Supplementary Planning Document

6.129 There is a requirement for development schemes to mitigate the specific impacts that they generate via s.106 agreements.

6.130 Policies S9 and S10 of the Chelmsford Local Plan require that new development be supported by the provision of infrastructure, services and facilities that are identified as necessary to serve its needs. The Planning Obligations Supplementary Planning Document sets out further breakdown of how infrastructure needs to be delivered on site to meet more strategic needs.

6.131 In accordance with National Planning Policy Framework, a planning obligation may only be applied and constitute a reason for granting planning permission for the development if the obligation is:

a) Necessary to make the development acceptable in planning terms;
b) Directly related to the development; and
c) Fairly and reasonably related in scale and kind to the development

6.132 The Planning Committee is made aware that a S.106 Agreement is being prepared but at the time of the committee meeting a completed agreement is not in place and therefore any resolution to grant planning permission would need to be subject to the applicant entering into an acceptable S.106 Agreement with the Local Planning Authority.

6.133 The basis of a S.106 Agreement would be as follows:

As this is an outline application, the S.106 will secure obligations based on final unit number and mix which shall be agreed at Reserved Matters stage.

Obligation heading	*Nature of contribution*
35% Affordable Housing	On-site delivery
On-site open space provision	On-site delivery, to include play equipment
Highways contribution – bus service improvements	£95,000 index linked
Education contribution – early years	to be based on final unit mix (*predicted sum based on 26 unit scheme as indicated £36,810 index linked*)
Education contribution – secondary education	to be based on final unit mix (*predicted sum based on 26 unit scheme as indicated £112,508 index linked*)

Education contribution – secondary school transport	to be based on final unit mix (*predicted sum based on 26 unit scheme as indicated £23,788 index linked*)
RAMS contribution	to be based on final unit mix and prevailing tariff
Tree Planting	On-site delivery with contribution towards off-site planting as required – to be based on final unit mix and prevailing tariff
BNG	On-site delivery

6.134 Based on the above being secured by S.106 Agreement in accordance with the Planning Obligations Supplementary Planning Document where applicable, the development is considered to comply with Polices S9 and S10 of the Chelmsford Local Plan.

6.135 In addition, this application proposal is CIL liable. A precept from CIL would be payable to the local parish. Essex County Council is aware of the need to bid for library funding, where required, through CIL. Similarly, due to the limited size of site, the Mid and South Essex Integrated Care System (NHS) is aware they would need to bid for funding towards local medical services, where required, through CIL.

7. Planning balance

7.1 National policy tells us that the purpose of the planning system is to contribute to the achievement of sustainable development, including the provision of homes, commercial development and supporting infrastructure in a sustainable manner. Achieving development in a sustainable manner means that the planning system has three overarching objectives, which are interdependent and need to be pursued in mutually supportive ways. These are an economic objective, a social objective and an environmental objective.

7.2 It is accepted that the current Local Plan is now 5 years old, meaning the evidence upon which housing and employment needs are assessed has to be refreshed with new evidence produced using the latest methodologies. This work is well underway and has identified a need to secure a substantial amount of new homes.

7.3 It is also accepted that the Danbury Neighbourhood Plan remains 'in date' and has already made allocations for around 100 new homes in and around Danbury. This means that under paragraph 14 of the NPPF there is no requirement to engage tilted balance (paragraph 11 of the NPPF) and due regard must be had to the Danbury NHP as part of the development plan for the area. This application will therefore be considered based on planning balance in standard terms (i.e. without significant tilt in favour of granting new housing development as the default position).

7.4 This application for 26 new homes however still carries a moderate level of positive weight in the planning balance based on the status of evidenced housing need as it stands at this time.

Environmental

7.5 In terms of Rural Area impact as a principle, the consideration is multi-layered. The housing proposal is seeking to develop a previously developed site, but resulting in a clearly more intensified form of development in terms of both quantum and spread compared to the limited development that currently exists on the site. This would represent a harm to openness in principle and as such has to carry **significant negative** weight in the planning balance, but this harm would be moderated by other factors such as the limited visual harm arising and wider shape of urban settlement in landscape terms which must be weighed in the planning balance – see paragraphs 7.6 and 7.9.

7.6 The visual impact is largely mitigated by the limited nature of views into the site and the residential context to three sides (including the allocated Site A) and positive and robust natural boundary attributes of the site itself. Based on Rural Area principles a low level of **limited negative** weight is applied to the planning balance, but as per paragraph 7.11 the visual harms are fully mitigated and would result in positive impact in the longer term.

7.7 **Neutral or nil** weight is added as a consequence of activity associated with the housing given the immediate context.

7.8 The development is located directly adjacent to the Defined Settlement boundary of Danbury, a Key Service Settlement in the settlement hierarchy. This is an appropriate and sustainable site for new housing. This results in **moderate positive** weight in the planning balance.

7.9 In relation to impact on rural landscape, the development site does not occupy a valued or highly sensitive landscape. The introduction of development to an area containing urban fringe attributes with limited views means the development would have limited, very localised impacts which would not harm the wider landscape setting. In the long term and in the context of Site A coming forward to the south which needs to introduce new physical (natural) edge to the open landform that currently exists in that area, the development would not result in an irregular or encroaching shape of development parcel and would offer a better defined edge of settlement than currently exists. This results in **limited positive** weight in the planning balance.

7.10 The site does not provide a strong contribution to the agricultural setting of Garlands Farmhouse (Grade II listed). The agricultural fields in front of Garlands Farmhouse, not forming part of the application site, provide a suitable and relevant setting to the historic building. Whilst the modern edge of Danbury would come marginally closer to Garlands Farmhouse as a consequence of the development proposal, it would still remain circa. 275m from the listed building separated by an agricultural character of setting. Additional landscaping to the eastern edge of the site is identified as part of the Parameters Plan (revision D) which would be detailed at the Reserved Matters stage. This results in **neutral or nil** weight in the planning balance.

7.11 There is very limited loss of trees and other vegetation due to development and the vegetation identified for removal is of limited value to the character and appearance of the area. Due recognition is afforded to trees which are of higher value and must be retained as part of the development proposals. Based on enhancement that can be achieved via new trees and other vegetation planted within the green zones identified on the Parameters Plan (revision D) and with new tree planting secured via s.106, the development would result in **moderate positive** weight in the planning balance.

7.12 In terms of formal ecology designations within a zone of influence to the site, through Appropriate Assessment, a strategic solution (mitigation) in the form of a contribution in line with the Essex Coast RAMS Supplementary Planning Document in combination with on-site open space provision and proximity to existing recreational and sports fields in Danbury ensures

recreational pressures arising from this scale of development result in no residual adverse effects on national or European designated natural sites. This means **neutral or nil** weight in the planning balance.

7.13 Development would satisfactorily conserve habit, network and connected spaces in support of protected species and the development would avoid unnecessary impact on biodiversity as a consequence of development. The outline proposals provide a suitable opportunity for enhancement of ecological corridors which is to be considered further at Reserved Matters stage. This results in **neutral or nil** weight in the planning balance.

7.14 However, Biodiversity Net Gain (BNG) will ensure a minimum of 10% betterment is achieved and the applicant has shown this is able to be delivered on site. This enhancement would result in **moderate positive** weight in the planning balance.

7.15 A SUDS scheme has been designed for the site to limit surface water run off to a greenfield equivalent run off rate to be secured through planning condition. The development would have no impact on water environment would result in **neutral or nil** weight in the planning balance.

7.16 As an outline scheme with all matters except access reserved there are no design or neighbour amenity considerations to weigh in the planning balance.

Economic

7.17 The proposal would make a temporary contribution towards construction related employment and aftersales opportunities (trades, etc.). This would result in **negligible positive** weight.

7.18 The proposal would make a small contribution towards local economy based on resident needs and local services available. This would result in **negligible positive** weight.

Social

7.19 The development is a response to identified housing need. The proposals have been considered in the context of Spatial Principles, Spatial Strategy and the Danbury NHP housing site assessment criteria with conclusion that the housing would not conflict with a sustainable pattern of settlement growth. The delivery of 26 new homes would make a significant value contribution towards meeting housing demand which is led by the needs of local people – this is however downgraded based on status of the development plan. This outcome results in a **moderate positive** weight.

7.20 The provision of affordable housing to meet identified local needs is a recognisable planning benefit and in the context of housing supply position amounts to **moderate positive** weight in the planning balance.

7.21 The proposal would provide social benefits through the creation of construction-related jobs and this provides opportunities for local skills training. This would result in **negligible positive** weight.

7.22 The proposals would provide new on-site green infrastructure in the form of a publicly accessible open space which would be of social benefit to the local population. This results in **moderate positive** weight.

7.23 Other forms of infrastructure as set out in the Planning Obligations section of the report, including contribution towards bus service improvements and contributions towards education are to meet the needs of this development, but they will have some wider community benefit. As such, these contributions would result in a **limited positive** weight.

Balance Conclusion

7.24 In weighing up all of the benefits and harms identified under each of the three strands, and having regard to the presumption in favour of sustainable development in so far as it would apply to this application, the public benefits of the development do weigh strongly in favour of allowing the development when set against the weight of remaining adverse impacts.

7.25 On balance (standard, not tilted), the housing proposal represents an acceptable and sustainable form of development and there is a clear overall benefit to granting planning permission for the development. Whilst the principle of development does not accord with the development plan, namely the Danbury Neighbourhood Plan site allocations, the proposal does not give rise to any clear planning harms that would justify refusal and results in no wider substantive conflict with the Danbury Neighbourhood Plan. The only conflict or 'harm' is that the proposal is not allocated by the Danbury Neighbourhood Plan which is not a sufficient grounds in itself to refuse planning permission as the proposals are shown to result in no physical planning harms.

7.26 The application is recommended for approval subject to planning conditions (set out below) and planning obligations and subject to further detailed assessment at Reserved Matters stage.

RECOMMENDATION

Subject to an agreement, as indicated in the report presented to the Committee, being entered into pursuant to the Town and Country Planning Act 1990, the Director of Sustainable Communities be authorised to grant the application subject to the following conditions:-

Condition 1
Application for approval of the reserved matters shall be made to the local planning authority no later than 3 years from the date of this permission.

Reason:
In order to comply with Section 92(2) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

Condition 2
Details of the appearance, landscaping, layout, and scale, (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the local planning authority before any development takes place and the development shall be carried out as approved.

Reason:
These matters are reserved by the outline application and particulars submitted are insufficient for consideration of the details mentioned.

Condition 3
The development hereby permitted shall be brought forward in accordance with the approved plans (001 A – Site Location Plan, 002 D – Parameters Plan, ITB18065-GA-016 C – Proposed Site Access Arrangement) and conditions listed on this decision notice.

Reason:
In order to achieve satisfactory development of the site.

Condition 4

a) No demolition, development or preliminary ground works shall take place within the site until a written scheme of investigation for the programme of archaeological work has been submitted to and approved in writing by the local planning authority.
b) No demolition, development or preliminary ground works shall take place until such time that the programme of archaeological work has been carried out in accordance with the approved Written Scheme of Investigation and a copy of the final report of findings has been submitted to and approved in writing by the local planning authority.

Reason:
This information is required prior to the commencement of the development because this is the only opportunity for archaeological investigation work to be undertaken. These works are required to ensure that adequate archaeological records can be made in respect of the site in accordance with Policy DM15 of the Chelmsford Local Plan.

Condition 5
The reserved matters shall assess ecological impact based on a final layout and housing design and to be based on up to date species and habitat surveys, and shall provide details of long term habitat enhancement to be delivered through the development scheme, to be approved in writing by the local planning authority.

Reason:
To ensure the final development complies with Policy DM16 of the Chelmsford Local Plan.

Condition 6
No demolition, development or preliminary ground works shall take place within the site until a framework ecological management strategy (FEMS) has been submitted to and approved in writing by the local planning authority to include the following:

i. Scope of areas to which it relates
ii. Strategy for monitoring, management and maintenance relating to the wellbeing of priority species and habitat, and other ecological and landscape features during construction – to include precautionary working methodologies and a framework frequency of inspection visits by a suitably qualified and competent ecologist during construction stage

The FEMS shall be implemented in accordance with the approved details.

Reason:
This information is needed prior to commencement of the development to ensure there is no harm caused to protected species and their habitats in accordance with Policy DM16 of the Chelmsford Local Plan and to ensure long term wellbeing of ecology is reflected in actions undertaken on site during construction in accordance with Policies DM16, DM17 and DM24 of the Chelmsford Local Plan.

Condition 7

No trees or hedges within the site other than those shown to be removed within the Arboricultural Impact Assessment by Southern Ecological Solutions (SES) – December 2025 shall be felled, uprooted, damaged, or disturbed or removed as part of or prior to the commencement of the development or within a period of 5 years following commencement of the development.

If any such tree is removed, uprooted, destroyed or dies prior to commencement of development or within a period of 5 years following commencement another tree shall be planted within the next available planting season. The location, size and species of replacement planting shall be as agreed in writing by the local planning authority.

Reason:
To safeguard the existing trees which are of amenity value and add character to the development and locality in accordance with Policies DM17 and Policy DM23 of the Chelmsford Local Plan.

Condition 8
No drainage or service runs shall be laid within or beneath the root protection area of any retained tree as shown on drawing no. TPP/Little fields Danbury/15-12-25 forming part of the Arboricultural Impact Assessment by Southern Ecological Solutions (SES) – December 2025.

Reason:
To safeguard the existing trees in accordance with Policy DM17 of the Chelmsford Local Plan.

Condition 9
No development shall take place, including any ground works or demolition, until a Construction Management Plan has been submitted to and approved in writing by the local planning authority. The approved plan shall be adhered to throughout the construction period. The Plan shall provide for:

i. construction vehicle routing,
ii. any temporary traffic management/signage,
ii. the parking of vehicles of site operatives and visitors,
iii. loading and unloading of plant and materials,
iv. storage of plant and materials used in constructing the development,
v. wheel and underbody washing facilities,
vi. hours of deliveries,
vii. location and height of construction staff welfare facilities

As agreed, the Construction Management Plan shall be adhered to during the construction period.

Reason: In the interests of highway safety and local amenity.

Condition 10
a) No development shall take place, including any ground works or demolition, until a scheme to assess and deal with any contamination of the site has been submitted to and approved in writing by the local planning authority.

b) Prior to the occupation or first use of the development, any remediation of the site found necessary shall be carried out, and a validation report to that effect submitted to the local planning authority for written approval and the development shall be carried out in accordance with that scheme.

Reason:

This information is required prior to the commencement of the development because this is the only opportunity for contamination to be accurately assessed. This is to ensure the development does not give rise to problems of pollution or contamination in accordance with Policy DM30 of the Chelmsford Local Plan.

Condition 11
Excluding demolition and preparatory groundworks including installation of services, no development shall take place until samples (accompanied by a schedule and annotated drawings) of all materials to be used to the external faces/roof and exterior ground surfaces of the buildings have been submitted to and approved in writing by the local planning authority.

Unless previously agreed in writing by the local planning authority no materials other than those approved via this condition shall be used.

Reason:
In order to achieve satisfactory development of the site in accordance with Policy DM23 of the adopted Chelmsford Local Plan.

Condition 12
Excluding demolition and preparatory groundworks including installation of services, no development shall take place until a final and comprehensive specification of all soft landscaping works and content has been submitted to and approved in writing by the local planning authority to include written specification and detailed planting layouts of the following:

i. definitive planting specification containing species and sizes,
ii. definitive number of (net) new trees to be planted,
iii. soft landscaping maintenance plan.

All outside areas of the development as approved shall be implemented in accordance with the agreed specifications prior to first occupation of the development unless the local planning authority agrees in writing to a varied timetable and shall be permanently retained thereafter in accordance with a management plan, as approved.

If within a period of 5 years from the date of planting any element of the soft landscaping scheme or retained landscaping (or any replacement planting to which this same provision would also apply), is removed, uprooted, or destroyed, or becomes, in the opinion of the local planning authority, seriously damaged or defective, replanting of the same size and species as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

Reason:
Further information is required to ensure the specification is expressed in sufficient detail to establish definitive content to ensure those spaces are designed to an appropriate standard in accordance with Policy DM23 of the adopted Chelmsford Local Plan.

Condition 13
Excluding demolition and preparatory groundworks including installation of services, no development shall take place until a final and comprehensive specification of all hard landscaping works and content has been submitted to and approved in writing by the local planning authority to include written specification and detailed layouts of the following:

i. hard landscaping to all streets and public spaces,
ii. hard landscaping to all private spaces,
iii. hard landscaping maintenance plan.

All outside areas of the development as approved shall be implemented in accordance with the agreed specifications prior to first occupation of the development unless the local planning authority agrees in writing to a varied timetable and shall be permanently retained thereafter in accordance with a management plan, as approved.

Reason:
Further information is required to ensure the specification is expressed in sufficient detail to establish definitive content to ensure the proposals would be in accordance with Policy DM23 of the adopted Chelmsford Local Plan.

Condition 14
No external lighting shall be installed at the site until such time as a lighting strategy for biodiversity has been submitted to and approved in writing by the local planning authority. The strategy shall:

a) identify areas/features on the site that are sensitive to bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important territory routes used to access key areas of their territory, for example, foraging; and

b) show how and where the external lighting will be installed so that it can be clearly demonstrated that areas lit will not disturb or prevent the above species using their territory or having access to their breeding sites or resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and these shall be maintained thereafter in accordance with the strategy. No additional external lighting shall be installed without prior written consent from the local planning authority.

Reason:
To ensure there is no disturbance or harm caused to protected species in accordance with Policy DM16 of the Chelmsford Local Plan.

Condition 15

a) The reserved matters shall provide details of the proposed treatment of all boundaries, including drawings of any gates, fences, walls, railings or piers, to be approved in writing by the local planning authority.
b) A dwelling shall not be occupied until the boundary treatments relating to that dwelling have been provided in accordance with the approved details.

Reason:
To ensure the proposed development is visually satisfactory and does not prejudice the appearance of the locality in accordance with Policy DM23 of the Chelmsford Local Plan and to safeguard the residential living environment of the occupiers of the proposed dwellings and the existing neighbouring dwellings in accordance with Policy DM29 and Policy DM23 of the Chelmsford Local Plan.

Condition 16

a) The reserved matters shall provide details of the facilities for the storage of refuse and recyclable materials, to be approved in writing by the local planning authority.
b) A dwelling shall not be occupied until the facilities for the storage of refuse and recyclable materials relating to that dwelling have been provided in accordance with the approved details.

Reason:

To ensure that suitable facilities for refuse disposal are provided and that such facilities are visually satisfactory in accordance with Policy DM23 and DM26 of the Chelmsford Local Plan.

Condition 17
No development shall take place, including any ground works or demolition unless detailed drawings and sections showing the finished levels of all parts of the development in relation to the levels of the surrounding area and neighbouring buildings have been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason:
To ensure that the development is constructed at suitable levels in relation to its surroundings in accordance with Policy DM23 of the Chelmsford Local Plan.

Condition 18
Prior to first occupation of any dwelling within the development a vehicular and pedestrian access to the site shall be provided in accordance with drawing no. ITB18065-GA-016 Revision C, unless otherwise agreed with the Highway Authority, to include but not limited to:

i. Provision of a 2-metre wide clear to ground visibility splay across the entire site frontage of No.10 Little Fields, to be available and retained free of obstruction at all times,
ii. Provision of continuous carriageway connection with 1.5-metre-wide footway on the south side of Little Fields carriageway and 0.5-metre-wide highway margin on the north side (surface treatment to be agreed), connecting without ransom to the existing footway and carriageway, continuing into the new development,

Reason:
To ensure that vehicles, pedestrians and cyclists can enter and leave the highway in a controlled manner in the interest of highway safety.

Condition 19
Prior to first occupation of each respective dwelling within the development, the Developer shall provide to each household a Residential Travel Information Pack for sustainable transport, approved by Essex County Council, to include six one day travel vouchers for use with the relevant local public transport operator.

Reason:
In the interests of reducing the need to travel by car and promoting sustainable development and transport.

Condition 20

i. The reserved matters shall confirm adequate parking for motorised vehicles in accordance with Essex Planning Officers Association Parking Guidance Part 1 (otherwise referred to as Essex Parking Guidance Part 1) dated September 2024 (including re-provided parking for No. 10 Little Fields as shown on drawing no. 002 Revision D).
ii. No dwelling shall be occupied until parking space(s) associated with that dwelling have been laid out in compliance with details approved in accordance with i. above.
iii. Parking spaces shall thereafter be retained in accordance with approved details for use in association with the residential use of the site and for no other purpose

Reason:
To ensure that sufficient parking is available to serve the development in accordance with Policy DM27 of the Chelmsford Local Plan.

Condition 21

i. The reserved matters shall confirm adequate cycle parking in accordance with Essex Planning Officers Association Parking Guidance Part 1 (otherwise referred to as Essex Parking Guidance Part 1) dated September 2024.
ii. No dwelling shall be occupied until cycle parking associated with that dwelling has been provided in compliance with details approved in accordance with i. above.
iii. Cycle parking shall thereafter be retained in accordance with approved details for use in association with the residential use of the site and for no other purpose.

Reason:
To ensure that sufficient cycle parking is available to serve the development in accordance with Policy DM27 of the Chelmsford Local Plan.

Condition 22
The reserved matters shall confirm access and tracking for refuse freighter and fire tender to all areas of the site as required in order to service the dwellings, to be approved in writing by the local planning authority.

Reason:
In the interests of highway safety and to ensure that the development is accessible in accordance with Policy DM23 and DM24 of the Chelmsford Local Plan.

Condition 23
The reserved matters shall confirm details of electric vehicle charging points to serve all residential properties of the development in accordance with Policy DM25 of the Chelmsford Local Plan (2020), to be approved in writing by the local planning authority. Electric vehicle charging points shall be installed as approved prior to first occupation of respective dwellings taking benefit from that infrastructure.

Reason:
To ensure that the development is constructed sustainably in accordance with Policy DM25 of the Chelmsford Local Plan.

Condition 24
A minimum of 50% of the dwelling units as approved shall be constructed to comply with Building Regulations Approved Document Part M4(2) Category 2 (2010 - as amended).

Reason:
To ensure the development provides sufficiently adaptable homes to meet current and future needs of residents in accordance with Policy DM1 of the Chelmsford Local Plan.

Condition 25
The development shall not be occupied until confirmation of connection to public sewer or alternatively details of acceptable site-based foul sewage disposal system have been submitted to and approved in writing by the local planning authority.

Reason:
To ensure that the development has suitable means of foul water disposal in accordance with Policy DM18 of the Chelmsford Local Plan.

Condition 26

All new dwelling units as hereby approved shall be constructed to achieve increased water efficiency to a standard of no more than 110 litres of water per person per day in accordance with Building Regulations Approved Document Part G (2015 - as amended).

Reason:
To ensure the development reduces water dependency in accordance with Policy DM25 of the Chelmsford Local Plan.

Condition 27
No development shall take place, including any ground works (but excluding demolition) until a detailed surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme should include but not be limited to:

- Infiltration testing to be undertaken in line with BRE 365. If infiltration is found unviable the run-off rates from the site should be limited to 1.4l/s/ha for all storm events up to an including the 1 in 100 year rate plus 45% allowance for climate change.
- Provide sufficient storage to ensure no off site flooding as a result of the development during all storm events up to and including the 1 in 100 year plus 45% climate change event.
- Final modelling and calculations for all areas of the drainage system.
- The appropriate level of treatment for all runoff leaving the site, in line with the CIRIA SuDS Manual C753.
- Detailed engineering drawings of each component of the drainage scheme.
- A final drainage plan which details exceedance and conveyance routes, FFL and ground levels, and location and sizing of any drainage features.
- A written report summarising the final strategy and highlighting any minor changes to the approved strategy.

The surface water drainage scheme shall subsequently be implemented prior to occupation.

Reason:
To ensure that the development is constructed sustainably in accordance with Policy DM18 of the Chelmsford Local Plan and to prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.

Condition 28
No development shall take place including any ground works until a scheme to minimise the risk of off-site flooding caused by surface water run-off and groundwater during construction works and prevent pollution has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented as approved.

Reason:
To ensure excess water is not discharged from the site during construction and to manage risk of pollution to local water courses in accordance with Policy DM18 of the Chelmsford Local Plan.

Condition 29
No part of the development shall be occupied until a SuDS Maintenance Plan detailing the maintenance arrangements including who is responsible for different elements of the surface water drainage system and the maintenance activities/frequencies (which shall include the need to maintain a yearly log of maintenance) has been submitted to and agreed in writing by the Local Planning Authority. Should any part be maintainable by a Maintenance Company, details of long term funding arrangements should be provided.

Reason:
To ensure appropriate maintenance arrangements are put in place to enable the surface water drainage system to function as intended to ensure mitigation against flood risk in accordance with Policy DM18 of the Chelmsford Local Plan.

Condition 30
Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order with or without modification), the dwellings hereby permitted shall not be enlarged or extended (including roof alterations or additions), and no outbuildings erected, without the grant of an additional planning permission by the local planning authority.

Reason:
The erection of additional extensions which could be constructed under the provisions of Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order with or without modification) or outbuildings constructed would undermine the Rural Area assessment undertaken in relation to this application and would allow a more intensive presence of development in the Rural Area than that approved contrary to Policies S11 and DM8 of the Chelmsford Local Plan.

Condition 31
Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order with or without modification) no wall, gate or other means of enclosure other than hereby approved shall be constructed within or along the boundaries of the site without the written consent of the local planning authority.

Reason:
To ensure that the proposed development is visually satisfactory and does not prejudice the appearance of the locality in accordance with Policies DM23 and DM24 of the Chelmsford Local Plan.

Condition 32
Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order with or without modification) no hard surfacing of front or side gardens visible to the street shall be carried out by or at the instruction of individual occupiers subsequent to approval of reserved matters details for hard and soft landscaping works.

Reason:
In the interests of visual amenity to ensure that front and side gardens are retained as landscape features within the development to maintain an acceptable aesthetic and balance urban and natural landscape features in the interests of the local and wider environment in accordance with Policies DM8, DM23, and DM24 of the Chelmsford Local Plan. To prevent environmental and amenity problems arising due to surface water flooding in accordance with Policy DM18 of the Chelmsford Local Plan.

Notes to Applicant

1 All work within or affecting the highway is to be laid out and constructed by prior arrangement with, and to the requirements and satisfaction of, the Highway Authority, details to be agreed before the commencement of works. The developer to pay the costs of all necessary traffic regulation orders and legal processes associated with the highway works as well as paying the costs of all necessary traffic regulation orders and legal processes associated with the highway works. The Applicant is advised to contact the Development Management Team

-by email at development.management@essexhighways.org

-by post to: SMO2 - Essex Highways, Springfield Highways Depot, Colchester Road, Chelmsford. CM2 5PU.

The Highway Authority cannot accept any liability for costs associated with a developer's improvement. This includes design check safety audits, site supervision, commuted sums for maintenance and any potential claims under Part 1 and Part 2 of the Land Compensation Act 1973. To protect the Highway Authority against such compensation claims a cash deposit or bond may be required.

With reference to highway works it will be necessary to obtain separate approvals from the Local Highway Authority (Essex County Council) for any works within the public highway. Prior to any works in the public highway, affecting the public highway or in areas intended to become public highway, you will be required to enter into an appropriate agreement with Essex County Council as the Local Highway Authority to regulate construction works. This may include the submission of detailed engineering drawings for safety audit and approval. As part of those future discussions with the Local Highway Authority you are required to ensure there is no discrepancy between the planning and highway approvals.

APCs
All housing developments in Essex which would result in the creation of a new street (more than five dwelling units communally served by a single all-purpose access) will be subject to The Advance Payments Code, Highways Act, 1980. The Developer will be served with an appropriate Notice within 6 weeks of building regulations approval being granted and prior to the commencement of any development must provide guaranteed deposits which will ensure that the new street is constructed in accordance with acceptable specification sufficient to ensure future maintenance as a public highway.

Commuted Maintenance Payments
Any non-standard specification materials, signal equipment or structures proposed within the existing extent of the public highway or areas to be offered to the Highway Authority for adoption as public highway, will require a contribution (commuted sum) to cover the cost of future maintenance for an agreed period following construction.

Any landscaping proposed within the existing extent of the public highway or areas to be offered to the Highway Authority for adoption as public highway, will require a contribution (commuted sum) to cover the cost of future maintenance for an agreed period following adoption.

2 Without prejudice to separate direction from the Local Highway Authority, all roads shall be constructed to a standard capable of carrying a 26 tonne vehicle to accommodate fully laden refuse and fire vehicles.

3 You are reminded that this permission is also subject to a legal agreement, and that the terms of this agreement must be complied with.

4 The proposed development may be liable for a charge under the Community Infrastructure Levy Regulations 2010 (as Amended). If applicable, a Liability Notice will be sent as soon as possible to the applicant and any other person who has an interest in the land. This will contain details of the chargeable amount and how to claim exemption or relief if appropriate. There are further details on this process on the Council's website at www.chelmsford.gov.uk/cil, and further information can be

requested by emailing cilenquiries@chelmsford.gov.uk. If the scheme involves demolition, for the purposes of the Regulations the development will be considered to have begun on commencement of the demolition works.

5 This permission is subject to conditions, which require details to be submitted and approved by the local planning authority. Please note that applications to discharge planning conditions can take up to eight weeks to determine.

6 Please note that the Council will contact you at least annually to gain information on projected build out rates for this development. Your co-operation with this request for information is vital in ensuring that the Council maintains an up to date record in relation to Housing Land Supply.

7 This development will result in the need for a new postal address. Applicants should apply in writing, email or by completing the online application form which can be found at www.chelmsford.gov.uk/streetnaming. Enquires can also be made to the Address Management Officer by emailing Address.Management@chelmsford.gov.uk

8 Essex County Council has a duty to maintain a register and record of assets which have a significant impact on the risk of flooding. In order to capture proposed SuDS which may form part of the future register, a copy of the SuDS assets in a GIS layer should be sent to suds@essex.gov.uk.

Positive and Proactive Statement

The Local Planning Authority provided advice to the applicant before the application was submitted and also suggested amendments to the proposal during the life of the application. The Local Planning Authority has assessed the proposal against all material considerations including planning policies and any comments that may have been received. The planning application has been approved in accordance with the objectives of the National Planning Policy Framework to promote the delivery of sustainable development and to approach decision taking in a positive way.

Background Papers

Case File

Plans to be listed on any Decision Notice:

001	Site Location Plan
002 (D)	Parameters Plan
ITB18065-GA-016 (C)	Site Access Arrangement

Danbury Parish Council

Comments
The Parish Council very strongly objects to this application on the following grounds: 1. In conflict with the NPPF December 2024, paragraphs 2 and 15. The Danbury Neighbourhood Plan (adopted on 20 December 2024) allocates land for around 100 homes in accordance with the Chelmsford City Council Local Plan (adopted 27 May 2020) Strategic Site Policy 13 – Danbury. This is not one of those allocated sites. The Local Development Plan is currently being reviewed and additional sites have been recently consulted on which, it is estimated, would enable a land supply of 5.75 years on submission for Independent Examination. There have been no additional sites included for Danbury and the housing allocation has been increased by just 1. 2. Highways and Access Constraints The proposed access is via Little Fields - a small cul-de-sac with the access road serving 16 homes. Residents have reported that due to vehicles parked on the highway, access can be difficult, particularly for delivery vehicles. The Parish Council is concerned that the intensification of vehicular use of Little Fields will cause/exacerbate queuing when accessing the A414 (Maldon Road). The proposed access includes a narrowed 3.1m stretch and the Parish Council is concerned, that this would not be of a sufficient width to accommodate fire appliances, refuse lorries and large delivery vehicles/ skip vehicles. Fire appliances require 3.7m which can be reduced, however this should be in consultation with the Local Fire Safety Officer (Department for Transport, 2007, Manual for Streets, pg 6.7.3, p75.) 3. Historic Environment The site will be visible from Grade II Listed Garlands Farmhouse – particularly from the garden - and will be harmful to its setting. 4. Design, Character and Landscape

The site is located in the rural area, outside of the Defined Settlement Area and by way of the heights of two storey buildings, will have a detrimental visual impact on:
- The local landscape character and intrinsic beauty of the countryside.
- Key View 3 listed for protection in the Danbury Neighbourhood Plan (policy DNP 12), which is a wide view over arable land towards the Garlands Farmhouse and the Blackwater Estuary. The arable land provides a defined border signalling the rural edge of Danbury.

This conflicts with the Danbury Design Guide paragraph 2.2a and b and Chelmsford City Council Policy DM8.

5. Flood Risk

Evidence from the applicant confirms that there is a surface water flood risk along the Northern Boundary of the site. Chelmsford City Council Policy DM18 requires that it can be demonstrated the site is safe from flooding and that the most vulnerable development should be located in areas of the lowest flood risk unless there are overriding reasons for not doing so. There are no overriding reasons to do so in this case.

6. Recreational Pressure and Ecological Impact

The application has not provided a clear mitigation plan for recreational pressure on local SSSI's, registered parks and gardens, local nature reserves and ancient woodland, in conflict with Danbury Neighbourhood Plan Policy DNP9.

7. Community Facilities

The Parish Council is concerned about the impact on community facilities, particularly Medical Services, but also provision for early years, primary and secondary school places.

8. Please would planning officers check whether there are any covenants in place that may restrict the access to the site from Little Fields.

Public Health & Protection Services

Comments
The site investigation shows contamination to be present. Appropriate condition required. This residential development should provide EV charging point infrastructure to encourage the use of ultra-low emission vehicles at the rate of 1 charging point per unit (based on a dwelling with dedicated off-road parking).

Essex County Council Highways

Comments
The Highway Authority has considered the application, having previously provided pre-application advice to the applicant. The application is acceptable to the Highway Authority subject to the requirements set out below, principally, the implementation of the proposed access from the existing northeast Little Fields carriageway. From a highway and transportation perspective the impact of the proposal is acceptable to the Highway Authority subject to the following requirements:

1. A contribution of £95,000 (£47,500 per year for 2 years) towards bus service improvements in the vicinity of the site (index linked from February 2026). To provide sustainable travel options to/from the site.
2. Construction Management Plan
3. Prior to first occupation of any dwelling within the development, the construction of the Proposed Site Access Arrangement, drawing no. ITB18065-GA-016 Revision C, unless otherwise agreed with the Highway Authority. To ensure that vehicles, pedestrians and cyclists can enter and leave the highway in a controlled manner in the interest of highway safety. To include but not limited to:
i. Provision of a 2-metre wide clear to ground parallel visibility splay across the entire site frontage of no.10, to be available and retained free of obstruction at all times;
ii. Provision of continuous carriageway connection with 1.5-metre-wide footway on the south side of Little Fields carriageway and 0.5-metre-wide highway margin on the north side, connecting without ransom to the existing footway and carriageway, continuing into the new development;
~~4. A Stage 1 Road Safety Audit shall be undertaken for the Proposed Site Access Arrangement, drawing no. ITB18065-GA-016 Revision C, and submitted with designer's response.~~ *Documents subsequently provided to the Local Highway Authority*
5. The developer shall be responsible for all of the costs associated with tying into the existing Little Fields public highway to facilitate the development and its associated highway works.
6. Residential Travel Information Packs (to include six one day travel vouchers for use with the relevant local public transport operator). In the interests of reducing the need to travel by car and promoting sustainable development and transport.

NOTES

Prior to any works taking place in public highway or areas to become public highway the developer shall enter into an appropriate agreement with the Highway Authority to regulate construction works. This will include the submission of detailed engineering drawings for approval and a safety audit.

The Highway Authority cannot accept any liability for costs associated with development works. This includes design check safety audits, site supervision, commuted sums for maintenance and any potential claims under Part 1 and Part 2 of the Land Compensation Act 1973. To protect the Highway Authority against such compensation claims a cash deposit or bond may be required as security in case of default.

The grant of planning permission does not automatically allow development to commence. In the event of works affecting the highway, none shall be permitted to commence until such time as they have been fully agreed with this Authority. In the interests of highway user safety this may involve the applicant requesting a temporary closure of the definitive route using powers included in the aforementioned Act. All costs associated with this shall be borne by the applicant and any damage caused to the route shall be rectified by the applicant within the timescale of the closure.

INFORMATIVES as listed.

Essex and Suffolk Water

Comments
Essex & Suffolk Water (ESW) confirms that, at present, there is sufficient capacity within the local water network to accommodate the proposed development, as previously confirmed through pre-application enquiries. ESW has planned strategic infrastructure upgrades in Chelmsford, although delivery timescales are uncertain due to future demand pressures. In line with statutory duties, ESW will facilitate a connection to the water network if permission is granted.

ESW expects residential development to exceed the Building Regulations baseline of 110 litres per person per day, and to demonstrate achievement of 85 litres per person per day, in line with emerging shared water efficiency standards. Planning condition recommended.
ESW also recommends that the future landscaping schemes incorporate drought-resilient planting and efficient irrigation systems to support water conservation and climate resilience. Planning condition recommended.

Essex Place Services - Archaeology

Comments
The Essex Historic Environment Record (EHER) shows that the proposed development has the potential to impact archaeological remains with reference to the following: - A postulated Roman road ran along nearby Maldon Road, with possible extramural Roman remains extending into the site. - Evidence of post-medieval industrial activity, including 17th–18th century tile kilns recorded to the east. - Proximity to the Iron Age Danbury Hill Fort Scheduled Monument, meaning the site lies within its hinterland and may contain associated Iron Age agricultural or extramural features. A programme of archaeological trial trenching needs to be undertaken in advance of any groundworks commencing. A planning condition is recommended.

Essex County Council (Infrastructure)

Comments
Early Years and Childcare The demand generated by this development would require a contribution towards the creation of additional places. A developer contribution of £36,810 index linked to Q1- 2025, is sought to mitigate its impact on local Early Years & Childcare provision. Primary Education As there are sufficient places available in the area, a developers' contribution towards new primary places will not be required for this application. Secondary Education The demand generated by this development would require a contribution towards the creation of additional places. A developer contribution of £112,508 index linked to Q1- 2025, is sought to mitigate its impact on local Secondary School provision. Post 16 Education A contribution toward Post 16 education is not required at this time. However, in accordance with the Essex County Council Developers' Guide to Infrastructure Contributions (Revised 2024), an Employment and Skills Plan (ESP) should be prepared to set out how the developer will engage with and maximise local labour and

skills opportunities.

Primary School Transport

Having reviewed the proximity of the site to the nearest Primary school, Essex County Council will not be seeking a School Transport contribution at this time.

Secondary School Transport

Having reviewed the proximity of the site to the nearest Secondary School, the distance is in excess of the statutory walking distance, therefore, Essex County Council will be seeking a School Transport contribution toward Secondary School Transport. The cost of providing this is £23,788 Index Linked to 2Q 2023.

Libraries

The suggested population increase brought about by the proposed development is expected to create additional usage of Danbury library. A developer contribution of £2,022.80 is therefore considered necessary to improve, enhance and extend the facilities and services provided and to expand the reach of the mobile library and outreach services. This equates to £77.80 per unit, index linked to April 2020.

Essex County Council SUDS (Lead Local Flood Authority)

Comments

The Lead Local Flood Authority does not object to the grant of planning permission based on the following:

Condition - detailed surface water drainage scheme to be agreed prior to commencement to include:

- Infiltration testing to be undertaken in line with BRE 365. If infiltration is found unviable the run-off rates from the site should be limited to 1.4l/s/ha for all storm events up to an including the 1 in 100 year rate plus 45% allowance for climate change.

- Provide sufficient storage to ensure no off site flooding as a result of the development during all storm events up to and including the 1 in 100 year plus 45% climate change event.

- Final modelling and calculations for all areas of the drainage system.

- The appropriate level of treatment for all runoff leaving the site, in line with the CIRIA SuDS Manual C753.

- Detailed engineering drawings of each component of the drainage scheme.

- A final drainage plan which details exceedance and conveyance routes, FFL and ground levels, and location and sizing of any drainage features.

- A written report summarising the final strategy and highlighting any minor changes to the approved strategy.

Condition – a scheme to minimise the risk of offsite flooding caused by surface water run-off and groundwater during construction works and to prevent pollution

Condition - Maintenance Plan

Condition - maintain yearly logs of maintenance

NOTES
Essex Green Infrastructure Strategy https://www.essex.gov.uk/protecting-environment

Flood risk assessments: climate change allowances - GOV.UK (www.gov.uk)

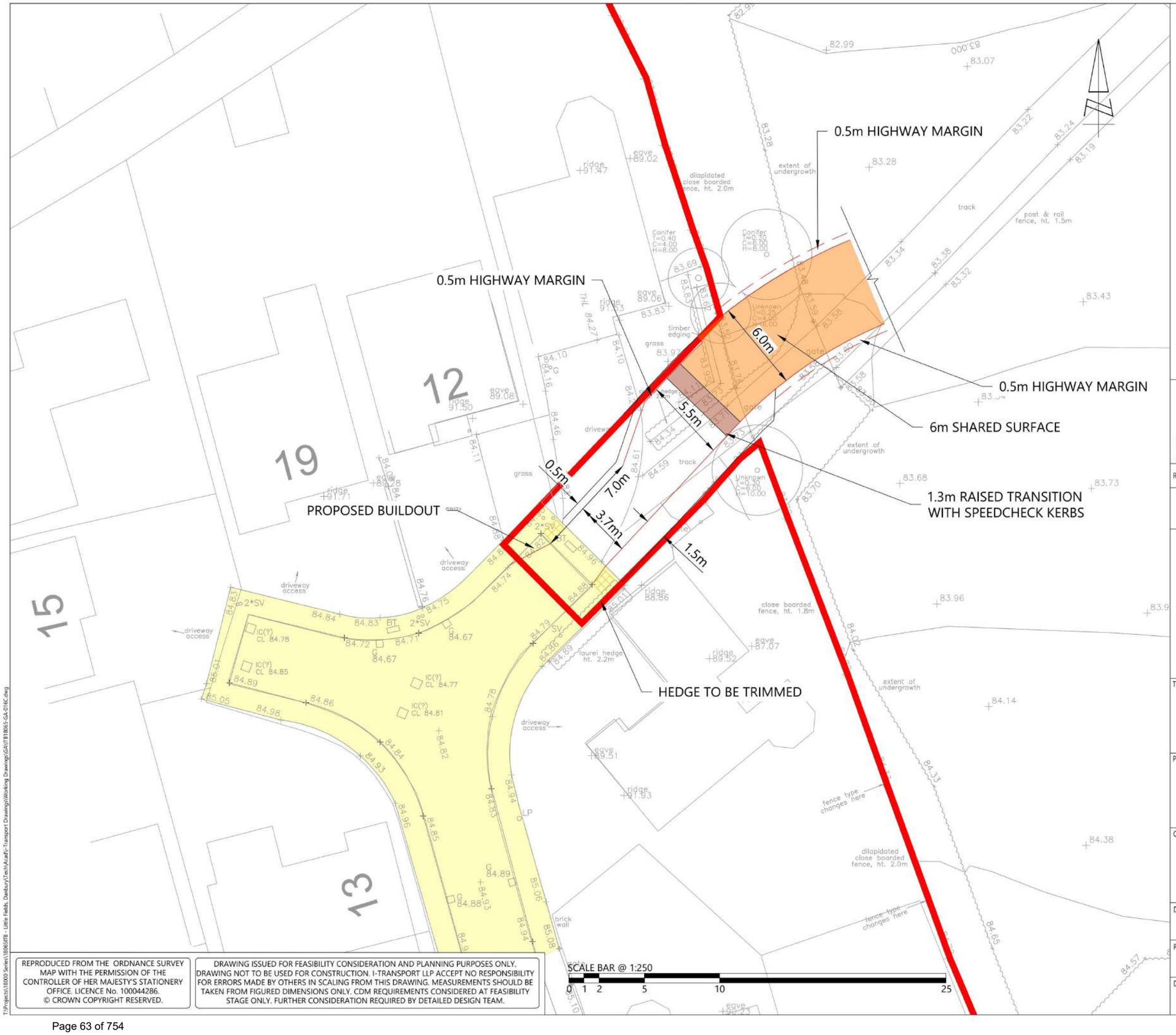
Where discharge is to a public sewer, consent from the relevant authority will be required. The links can be found below.
https://www.anglianwater.co.uk/developing/drainage-services/sustainable-drainage-systems/
https://www.thameswater.co.uk/developers

Any works to a ditch may require a S23 Ordinary Watercourse Consent. Please see the below link for more information and how to apply.
https://flood.essex.gov.uk/maintaining-or-changing-a-watercourse/

INFORMATIVES as listed.

Local Residents

Comments
47 representations received raising matters as follows: - The proposal is not plan-led, conflicts with the Chelmsford Local Plan and the Danbury Neighbourhood Plan (2024), and lies outside the Defined Settlement Boundary. - Neighbourhood Plan meets housing requirements; approval would undermine the plan-led system. - Council is meeting housing targets. - Development would extend built form into open countryside, harming village character. - Harm to landscape character and the setting of Grade II listed Garlands Farmhouse. - Scale, density and built form considered excessive and suburban in appearance. - Access via Little Fields unsuitable; a narrow residential cul-de-sac. - Concerns about road width, on-street parking, emergency/service vehicle access and junction capacity. - Increased traffic, leading to congestion and safety risks. - Site prone to surface water, groundwater and sewer flooding. - Concerns that development would increase flood risk on-site and downstream. - Loss of privacy and overbearing. - Noise, disturbance and pollution impacts from construction and traffic. - Over-development, density out of keeping with surrounding area. - Presence of protected species (including bats, badgers and deer). - Adequacy of ecological evidence and potential impacts from habitat loss and lighting. - Lack of mitigation for recreational pressure. - Local schools, medical services and dentists reported to be at or near capacity. - Sets a precedent for future development. - Cumulative impacts.



KEY:

- SITE BOUNDARY
- HIGHWAY BOUNDARY
- PROPOSED KERB
- PROPOSED FOOTWAY
- PROPOSED TACTILE PAVING
- PROPOSED SPEEDCHECK KERB
- PROPOSED SHARED SURFACE

REV	DATE	BY	DESCRIPTION	CHK	APD
C	18.12.25	TA	DESIGN HAS BEEN UPDATED	PA	PH
B	16.12.25	TA	SITE BOUNDARY ADDED	PA	PH
A	08.12.25	TA	DESIGN HAS BEEN UPDATED	PA	PH

STATUS: FOR INFORMATION

i-Transport

The Square, Basing View,
Basingstoke, Hampshire, RG21 4EB

Tel: 01256 637940

www.i-transport.co.uk

TITLE: PROPOSED SITE ACCESS ARRANGEMENT

PROJECT: LITTLE FIELDS, DANBURY

CLIENT: MARTIN GRANT HOMES

DRAWN:	CHECKED:	APPROVED:
SH	PH	PH
PROJECT No:	SCALE @ A3:	DATE:
ITB18065	1:250	21.10.25
DRAWING No: ITB18065-GA-016		REV: C

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T:\Projects\18000 Series\18065ITB - Little Fields, Danbury\Tech\Acad\j-Transport Drawings\Working Drawings\GA\ITB18065-GA-016C.dwg

Little Fields

Maldon Road

Site Boundary

LAND USE PARAMETERS

Proposed development area - up to 2 storeys
(including roads, footpaths, private drives, open space, drainage and other associated infrastructure)

Proposed areas of green infrastructure
(including public open spaces, children's play provision, landscaping, footpaths, drainage, pedestrian connections and associated infrastructure)

Land safeguarded for No 10 Little Fields

ACCESS PARAMETERS

Proposed access/egress for all modes
(subject to detailed design)

0 25m 50m 75m 100m

Status: FINAL

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Client: Martin Grant Homes

Project title: Little Fields Danbury

Drawing title: Parameters Plan

Scale:	1:1000@A3
Date:	07.04.2025
Drawn by:	LR
Checked by:	MV
Drawing no.:	002
Revision:	D

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Client: Martin Grant Homes

Project title: Little Fields Danbury

Drawing title: Site Location Plan

Scale:	1:2000@A3
Date:	05.12.2025
Drawn by:	LR
Checked by:	MV
Drawing no.:	001
Revision:	A

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Planning Committee
30th June 2026

Application No	:	23/01751/OUT Outline Application
Location	:	Zone 2 Chelmsford Garden Community Beaulieu Parkway Chelmsford
Proposal	:	Outline planning consent for a mixed use Garden Community to be delivered in severable phases with all matters reserved (save for where full details are submitted for a new access junction from Beaulieu Parkway - RDR1) for residential development comprising up to 3,500 new dwellings; mixed use development comprises employment, commercial, retail, leisure, community and education facilities; specialist residential accommodation for the elderly; serviced land for a gypsy and traveller site; green and blue infrastructure including a new Nature Park, public open space and sports facilities; sustainable transport infrastructure including two active travel bridges crossing Chelmsford North East Bypass; new highways including part of the Northern Radial Distributor Road; utility and infrastructure work; site restoration and preparation works and demolition of structures; and associated and ancillary development
Applicant	:	CLQ Countryside L&Q (North East Chelmsford) LLP
Agent	:	Barry Murphy
Date Valid	:	30th October 2023

Contents

1. Executive Summary
2. Background
3. Description of Site
4. Details of Proposal
5. Other Relevant Applications
6. Summary of Consults
7. Planning Considerations
   Principle of Development
   Community Stewardship
   Housing

Design & Character – Approach
Movement & Transport
Green & Blue Infrastructure
Employment
Health & Community Infrastructure
Education
Waste, Energy & Utilities
Technical Matters
Assessment of Alternatives & Cumulative Impacts

8. s106 Agreement, Housing Infrastructure Fund Recovery & Recycling Provisions, Infrastructure Delivery Plan, Viability Position & CIL Reinvestment
9. Conclusion

Appendices:

Appendix 1	List of Approved Drawings & Documents
Appendix 2	Drawings
Appendix 3	Consultation Responses
Appendix 4	Development Framework Document
Appendix 5	Planning Framework Agreement
Appendix 6	Infrastructure Delivery Plan

1. Executive Summary

1.1. The application forms one of six applications relating to the Chelmsford Garden Community, which is intended to deliver an exemplar, high-quality and comprehensively planned development. The Garden Community will be delivered over a period of approximately 20 years, comprising new homes, employment, schools, community, retail and health facilities connected by a strong green and blue infrastructure network, which respects and celebrates local landscape character and heritage and incorporates destination parklands and significant areas of green space. The development will be underpinned by a substantial new active travel network and a series of sustainable travel measures, which extend beyond those delivered on any other strategic site to date, including the provision of mobility hubs and access to Beaulieu Park Railway Station.

1.2. The Zone 2 development would deliver a residential-led mixed use scheme, which achieves the Council's aspiration for a new Garden Community, underpinned by the TCPA Garden City Principles and the shared vision set out in the DFD. The scheme delivers several key elements of the Garden Community, most notably the Dukes Wood Sports Hub and Dukes Wood Nature Park, the All Through School including sports provision for use by the community, three of four village centres, primary and early years and childcare provision, the largest of two healthcare centres within the wider development a significant employment hub.

1.3. The scheme would deliver up to 35% affordable housing provision (subject to a viability review mechanism) but with a minimum of 19% affordable housing provision with reinvestment of 85% of the CIL receipts together with a 10 pitch Gypsy and Traveller site delivering part of the identified need within the Review of the Chelmsford Local Plan.

1.4. Significant areas of blue and green infrastructure have been secured across the Zone 2 development, including a large nature park with lake and wetland habitat together with two areas of strategic open space provision, with all areas easily accessible by a comprehensive network of active travel routes, in support of the modal share target of at least 60% of all trips originating within the development to be by non-car means upon completion of the scheme.

1.5. Approval is recommended in accordance with the terms set out in the recommendation.

2. Background

2.1 The application site forms part of Strategic Growth Site Policy 6 – North-East Chelmsford. The site was given formal status as a Garden Community by Homes England in summer 2019 through the National Garden Communities Programme. The Chelmsford Garden Community encompasses all the land included within Strategic Growth Site 6 in the Chelmsford Local Plan Adopted May 2020 as well as the emerging communities of Beaulieu and Channels.

2.2 The Garden Community will be delivered over a period of approximately 20 years by a consortium of three developers and promoters: led by Ptarmigan Land (Zone 1), Vistry (Zone 2) and Halley Developments (Zone 3), all working in partnership with Chelmsford City Council, Essex County Council and Homes England.

2.3 The Stage 1 Masterplan Framework for Strategic Growth Site 6 was considered by the Chelmsford Policy Board on 19th December 2022 (Minutes CPB20-26) and approved at Cabinet

on 24th January 2023 (Minutes CAB39-40). Outline applications for all three zones, alongside detailed applications for primary spine roads and elements of the drainage system (Zones 1 and 3) and the Northern Radial Distributor Road have been submitted.

2.4 The Chelmsford Garden Community will create a community of around 10,000 new homes and new employment opportunities in North-East Chelmsford building upon the success of recent development at Beaulieu and Channels and designed to meet the Garden City Principles, set out by the Town and Country Planning Association (TCPA).

3. Description of Site

3.1. The application site forms part of the Strategic Growth Site 6 – North-East Chelmsford.

3.2. Zone 2 is located within the eastern side of the Chelmsford Garden Community and covers an area of approximately 344 hectares. Bulls Lodge Quarry forms part of the site and is being operated pursuant to two extant planning permissions granted by Essex County Council; Boreham Airfield (CHL/1019/87 refers) and Park Farm (CHL/1890/87 refers). The site falls within a mineral safeguarding area. Sand and gravel extraction has, to date, been largely centred on the Boreham Airfield part of the quarry with large areas of land already restored, principally to agricultural use. Mineral extraction remains ongoing.

3.3. The site is bounded to the north by Cranham Road with the site enveloping the existing Cranham Hall gypsy and traveller site. The southern boundary is bounded by Beaulieu Parkway beyond which sits the Beaulieu mixed-use, residential-led development, which is currently at an advanced stage of construction; outline planning permission 09/01314/EIA refers. Domsey Lane forms the western boundary of the site. An active travel route is proposed to extend across Domsey Lane enabling connections between Zone 2 and Zones 1 and 3 of the Chelmsford Garden Community. The Channels residential-led development, which is in the final phase of construction; outline planning permission 10/01976/OUT refers is located south-west of the site. The eastern boundary of the site is bordered by agricultural fields and the Essex Police site on Holts Lane, Boreham.

3.4. The first phase (Section 1a) of the Chelmsford North-East Bypass, which connects Beaulieu Parkway with the Northern RDR, dissects the site north to south. Development within Zone 2 will be situated either side of the road and connected via one vehicle bridge, which has already been constructed, and two active travel bridges.

3.5. The Grade II listed farmhouse and red brick barn at Park Farm are situated within the application site. The listed buildings and their associated curtilage buildings have been listed during the course of consideration of the planning application and are proposed to be retained and re-used for a potential mix of uses as part of the development.

3.6. The site also falls within the setting of other nearby listed buildings including the Grade II listed Channels and Belsteads Farmhouses, which are located to the southwest, and Peverels Farm, which is located on Domsey Lane and is also Grade II listed. Mount Maskells, also Grade II listed, lies close to the southern site boundary. The Grade I listed New Hall is located to the south of the site and is enveloped by the Beaulieu development and an area of Estate Parkland.

3.7. Non-designated heritage assets are situated within the site; these including The Park Pales and Ride which are located to the south of the site and are historic features and remnants of the

former grounds associated with the nearby Beaulieu Palace (now New Hall School). The Ride and Park Pale would both be retained and celebrated as part of the development.

3.8. The Boreham aircraft T2 Hanger and associated Romney Hut, both dating from World War II, are also located within the site. The buildings are not listed; however, they do have a historic character and are to be retained as part of the development of the area to be known as Hawthorn Village.

3.9. One existing public right of way (Chelmsford Garden Footpath 7) extends into the site in its southeastern corner connecting into existing public rights of way to the south and new routes proposed within the development. Connections are also proposed to the existing wider public right of way network surrounding the site, including links across Cranham Road to the north.

3.10. The site contains several semi-mature and mature trees and hedgerows, which are predominately located along the northern, eastern and western boundaries. The most significant vegetation is location along the northern boundary, to the south of Cranham Road.

4. Details of the Proposal

4.1. The application relates to Zone 2; it has been submitted as an outline application with all matters reserved, except for a new access junction leading from Beaulieu Parkway which is proposed in detail.

4.2. The outline application seeks planning permission with all matters reserved, except for the new access from Beaulieu Parkway, for a mixed-used scheme comprising the following elements:

- Up to 3,500 new homes
- 7,500sqm of specialist residential accommodation for the elderly
- Three mixed use villages in the form of a Principal Neighbourhood Centre at Park Farm, a Secondary Neighbourhood Centre at Hawthorn Village and a Local Neighbourhood Centre at Willow Hill
- Additional Local Neighbourhood Centre proposed as Park Farm Community Hub
- All Through School at Park Farm including primary, secondary and early years and childcare provision and future provision for a sixth form centre and with joint use sports facilities (to be secured through a Community Use Agreement)
- Two primary schools with co located early years and childcare provision and playing fields
- Three further standalone nurseries
- Employment area
- Gypsy and Traveller site for 10 plots
- Formal sports provision at Dukes Wood
- New Country Park at Dukes Wood
- Green infrastructure including public open space
- Formal and informal play and recreation areas
- Productive landscapes, community gardens and foraging trails
- Drainage features
- New highways, including part of the Northern Radial Distributor Road
- Sustainable transport infrastructure including two new active travel bridges over the Chelmsford North-East Bypass
- Mobility hubs

- Site restoration and preparation works and the demolition of structures
- Associated and ancillary development

4.3. The Zone 2 development would deliver up to 3,500 new dwellings with affordable housing provided in line with the viability position detailed in Section 8 of the report up to a maximum of 35% (subject to a viability review mechanism) but with a minimum of 19%. 5% of the total units would be provided as self- build/custom build plots, amounting to 175 units. The development is proposed to meet the Council's specialist residential accommodation requirements by providing a commuted sum in lieu of on-site provision. The scheme is also proposed to deliver up to 7,500sqm of specialist residential accommodation for the elderly (Class C2 Use).

4.4. Employment provision is proposed to be accommodated in one new designated area of employment, namely the Willow Hill Employment hub, which would provide up to 16,000sqm of new employment space. The employment hub would be located in a standalone parcel to the north of the NRDR and would deliver a potential mix of Class B2,B8 and E(g) uses.

4.5. The Zone 2 development would deliver three of the four new village centres proposed to be delivered across the Garden Community.

4.6. Park Farm Village Centre, intended to form a Principal Neighbourhood Centre, would be located on the western side of Zone 2 positioned in approximately the centre of the Garden Community. The village centre would comprise a mix of Class E - Retail (2,000sqm), Class E / Sui Generis Uses (1,000sqm) and Class F (660sqm) uses alongside a healthcare facility, indoor sports provision, employment and early years provision. The village centre would also house the main civic office for the stewardship body as well as a primary mobility hub.

4.7. The All Through School would be provided alongside Park Farm Village Centre to provide an amalgamation of uses in one central location. The school would deliver education provision from nursery through to sixth form. Approximately 2.2 hectares of sports provision within the school site would be made available for use by the community.

4.8. A Secondary Neighbourhood Centre is proposed within Hawthorn Village, located on the eastern side of the development. The centre would deliver a mix of Class E – Retail (1,000 sqm), Class E / Sui Generis Uses (1,000sqm) and Class F (250sqm) uses alongside employment floorspace and a secondary mobility hub.

4.9. A Local Neighbourhood Centre would be provided at Willow Hill within the northern part of Zone 2. The centre would comprise a deliver a mix of Class E – Retail (500 sqm), Class E / Sui Generis Uses (200sqm) and Class F (250sqm) uses, some flexible co-working employment floorspace and a secondary mobility hub.

4.10. The village centre, in addition to the All Through School at Park Farm, would each contain a primary school, with co-located nursery, located adjacent to the village centre to provide an amalgamation of uses in one central location. The education provision within Zone 2 would deliver three of the four primary schools to be provided across the Garden Community. The All Through School would deliver the secondary school and potential future sixth form provision for the Garden Community.

4.11. The Grade II listed farmhouse and barn along with the associated farm buildings at Park Farm are proposed to be re-used to deliver a community hub with a potential mix of residential uses alongside Class E and F uses.

4.12. The three village centres would also accommodate space for additional standalone nurseries up to 550sqm in size.

4.13. The Zone 2 development proposes over 130 hectares of public open space with the primary area being the Dukes Wood Nature Park which would deliver over 104.7 hectares of public open space. Dukes Wood Nature Park located within the north-eastern corner of Zone 2 would form one of two new large destination parks within the Garden Community. The nature park would include a large lake in its centre along with areas of informal sports provision, including a trail around the lake, equipped play spaces and woodland.

4.14. Additional areas of public open space in the form of pocket parks, natural landscape settings, ponds and equipped areas of play would also be provided across the Garden Community. 3.16 hectares of productive landscape, community gardens and foraging trail provision is proposed within Zone 2.

4.15. Zone 2 would also deliver two areas of formal sports provision. The largest area of formal sports provision would be located at the Dukes Wood Sports hub which would sit adjacent to the nature park.

4.16. The sports hub would deliver approximately 7.36 hectares of formal sports. A further area of formal sports provision would be provided at the All Through School delivering sports provision totalling 2.23 hectares to be made available on a joint use basis by the school and the community; this would be secured through a Community Use Agreement. Informal sports provision would also be accommodated at the Park Farm Community Hub and Green.

4.17. A gypsy and traveller site for ten plots is proposed within Zone 2; this would be located within the north-eastern corner of the site, adjacent to the Dukes Wood Nature Park.

4.18. Two active travel bridges and one vehicular bridge are proposed to extend across the Chelmsford North-East Bypass, enabling connections between Hawthorn Village and the remainder of the Zone 2 development.

4.19. North of the Willow Hill Village Centre, the Northern RDR will be constructed and connect the Chelmsford North-East Bypass at Roundabout 7 to Essex Regiment Way to the west of Zones 1 and 3 of the Garden Community.

4.20. The application seeks planning permission in detail for an access junction from Beaulieu Parkway. The works comprise a left-in left-out junction, with a bus lane right and turn lane to enable bus access into the southern part of Zone 2. A small amount of existing landscaping would need to be removed to facilitate these highway works.

5. Other Relevant Applications

5.1. The application has been submitted as an outline application, with all matters reserved, except for a new access junction leading from Beaulieu Parkway which is proposed in detail.

5.2. Applications have also been submitted for Zones 1 and 3 of the Chelmsford Garden Community and for the Northern Radial Distributor Road as detailed below.

22/01950/OUT – Application for hybrid planning permission, seeking outline planning

permission with all matters reserved, except means of access at Essex Regiment Way (including pedestrian and cycle bridge) and Belsteads Farm Lane (road to Park Farm), for a mixed use scheme comprising up to 1,500 new homes (use Class C3); a primary school including co-located early years nursery provision and associated playing fields (Use Class F1 and E (f)); employment areas (Use Class Ec, Eg (i) (ii) (iii) and associated ancillary uses); a mixed use neighbourhood centre (Use Classes Ea, b, c, d, e, f, g(i), and F1 (e), F2 (b); and associated green infrastructure, including public open space, formal and informal play and recreation areas; drainage features, and other associated works; and, diversion of public rights of way. Detailed planning permission is sought for the initial phase of on-site highway works comprising the east to west main street; north to south main street, including bus gates; and associated strategic ground re- profiling and strategic surface water attenuation and associated landscaping

22/01950/FUL - Detailed planning permission is sought for the initial phase of on-site highway works comprising the east to west main street; north to south main street, including bus gates; and associated strategic ground re-profiling and strategic surface water attenuation and associated landscaping

23/00124/OUT - Outline Planning Permission with all matters reserved except means of accesses from/to the proposed Northern Radial Distributor Road (NRDR). Residential development of up to 1250 units, which comprises market/affordable and single family rental (SFR) / Build to Rent (BTR). Provision of Discovery Park North which will include open space, landscaping, formal sports pitches, pavilion and associated car parking. Internal vehicular carriageways, footways, cycleways and all pedestrian routes with associated landscaping and green infrastructure. Phased development (each and every phase (and/or sub-phase) being a separate and severable part of the development.

23/00124/FUL - Detailed planning permission for two spine roads north/south carriageway(s), cycleway(s) and footway(s) from/to the proposed Northern Radial Distributor Road North (NRDR) and one east/west spine road to Great Belsteads Village. Drainage and sustainable urban drainage systems (SUDs) throughout the development with all associated engineering works including strategic ground re-profiling, stockpiling, and below ground works.

5.3. Members considered the outline and full applications for Zones 1 and 3 of the Chelmsford Garden Community at the meeting of the Planning Committee on 15th December 2025 (minute PL21-24), where it was resolved that the applications be approved subject to the terms set out in the committee reports. Members subsequently agreed at the meeting of the Planning Committee on 26th May 2026 to a 4 month period from the expiry of the agreed resolution to 15th October 2026 to extend the period for completion of the Planning Framework Agreement, the CIL Reinvestment Funding Agreement and the s106 Agreement.

23/00114/FUL - Detailed planning application to provide Northern Radial Distributor Road (NRDR) from Wheelers Hill to the North-East Chelmsford Bypass, respectively west to east, as part of the Chelmsford Garden Community. Development, which will include carriageways, footways, cycleways, crossings and the diversion of Wheelers Hill Road. Landscaping and drainage for NRDR with all associated engineering works including strategic ground re-profiling.

5.4. Following removal of the National Highways holding objection to all five applications as detailed above, planning permission was granted for the Northern Radial Distributor Road on 23rd January 2026.

5.5. Planning permission was also granted on 19th July 2024 for a series of enabling works in conjunction with the NRDR.

24/00810/FUL - Detailed planning application for enabling works at Powers Farm, Chelmsford. The enabling works will include provision of permanent Construction access for the duration of the infrastructure works, compound, wheel wash, welfare, haul roads, surface water management during the construction phase utilising the permanent drainage and sustainable urban drainage systems (SUDs) throughout the development, with all associated engineering and infrastructure works. This includes the removal of topsoil for recycling off site, the stockpiling of topsoil on site and the strategic ground re-profiling, stockpiling, and below ground works for Zone 3 Chelmsford Garden Community, Chelmsford – Granted 19.07.24

Minerals Planning Permissions

5.6. Two planning permissions were granted for sand and gravel extraction and a processing plant by Essex County Council, as mineral planning authority, in 1990; these have been implemented and collectively the area being worked is known as Bulls Lodge Quarry. Ref: CHL/1019/87 granted planning permission for sand and gravel extraction within the area of the redundant Boreham Airfield/Ford Proving Ground where extraction has taken place since 1991. Ref: CHL/1890/87 granted planning permission for sand and gravel extraction within the areas of Park Farm and Brick Farm. The Park Farm planning permission also gave permission for a mineral processing area, which processes all sand and gravel for Bulls Lodge Quarry.

5.7. Four separate applications have been submitted to vary the two main quarry permissions referred to above. Application ESS/147/20/CHL allowed a rephasing of operations such that Park Farm could be worked earlier within the overall working scheme for Bulls Lodge Quarry, with the Park Farm land worked from north to south, as opposed to the approved south to north phasing arrangement, for an amended route for the field conveyor and an extension of time to complete the extraction and restoration works. Application ESS/148/20/CHL allowed a temporary suspension of extraction within Boreham Airfield, relocation of a field conveyor to the Park Farm extraction area, an amended phasing scheme and an extension of time to complete extraction and restoration. Application ESS/36/13/CHL varied the Park Farm planning permission to amend the hours of operation for the processing plant to allow evening working at the plant, only until 2024. A further application, ESS/37/15/CHL relating to the Airfield planning permission amended the restoration scheme. The applications are all linked via a s106 Agreement.

5.8. The approved mineral and landscaping restoration schemes are proposed to be revised by a further s73 application later, to amend the relevant conditions. A deed of variation will also be required to the s106 Agreement to ensure implementation of the Zone 2 outline planning application does not conflict with the minerals planning permissions.

6. Summary of Consultations

- Chelmsford Garden Community Council – Comments as detailed in full in the consultations section of the report.
- Little Waltham Parish Council – Comments as detailed in the consultations section of the report.
- Braintree District Council – Comments as detailed in the consultations section of the report.
- CCC Property Services – No comments received.
- CCC Parks and Open Spaces – Concur with Leisure Services comments below.

- CCC Leisure Services – No objections subject to a Community Use Agreement forming part of the s106 Agreement to secure access to the facilities at the All Through School. Comments as detailed in full in the consultations section of the report.
- CCC Public Health and Protection – Comments as detailed in full in the consultations section of the report.
- CCC Housing Standards – No comments
- South Essex Parking partnership – No response; requested early consultation with the Traffic Regulation Order Team regarding necessary public highway parking restrictions on Zones 1 and 3.
- Essex County Council Major Developments & Communities – No objections subject to conditions and mitigation measures being secured within the s106 Agreement.
- ECC Historic Environment Branch – Conditions recommended.
- Active Travel England – Approval recommended; subject to conditions and mitigation measures being secured within the s106 Agreement.
- National Highways – No objections.
- Essex Bridleways Association – Comments as detailed in full in the consultations section of the report.
- Cycling Action Group – No comments received.
- Ramblers Association – Comments as detailed in full in the consultations section of the report.
- Essex and Suffolk Water – Comments as detailed in full in the consultations section of the report.
- Anglian Water Services – No objections subject to conditions and the inclusion of advisory notes.
- Environment Agency – No objections subject to condition.
- Homes England – No comments received.
- NHS Mid and South Essex Integrated Care Board – Comments as detailed in full in the consultations section of the report.
- Essex County Fire and Rescue Service – Advisory comments.
- Essex Police – Strategic Planning Team – Advisory comments.
- Essex Police – Designing Out Crime - Advisory comments.
- Natural England – Comments as detailed in full in the consultations section of the report.
- Essex Wildlife Trust – Comments as detailed in full in the consultations section of the report.
- Historic England – Local planning authority specialist conservation advisor's views to be sought.
- Sport England – No objections subject to conditions and obligations secured within the s106 Agreement.
- Local Residents – Objections relating to traffic impact, disruption along Generals Lane, re-routing of Public Footpath 7, inadequate local health infrastructure, services and facilities, closure of Domsey Lane, building heights, impact of construction activities, lack of evidenced need for traveller pitches and public consultation

A full detailed summary of the responses can be found in the consultations section of the report.

7. Planning Considerations

Principle of Development

Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 2 - Meeting the Needs for New Homes, 3 – Fostering Growth & Investment and Providing New Jobs, 5 – Strategic Infrastructure and 6 – Local Infrastructure

Local Plan Strategic Growth Site Policy 6, Strategic Policies: S1, S6, S7

NPPF

Policy Position

7.1. Paragraph 7 of the NPPF advises that *'the purpose of the planning system is to contribute to the achievement of sustainable development, including the provision of homes, commercial development and supporting infrastructure in a sustainable manner'.* The NPPF sets out a *'presumption in favour of sustainable development'*; for plan-making this means that strategic policies, *'should as a minimum, provide for objectively assessed needs for housing and other uses'* (paragraph 11(b)) and for decision-taking; this means that *'where there are no relevant development policies, or the policies which are most important for determining the application are out-of-date, granting planning permission',* unless there are strong reasons for refusing the development in respect of one of two criteria. Firstly, in respect of any policies within the NPPF which protect areas of particular importance e.g. land designated as Green Belt, which do not apply in this case or secondly where the adverse impacts of the development would significantly, and demonstrably outweigh, the benefits when assessed against the NPPF as a whole, having particular regard to key policies for directing development to sustainable locations, making effective use of land, securing well-designed places and providing affordable homes, individually, or in combination (paragraph 11 (d)).

7.2. Strategic Priority 2 of the adopted Chelmsford Local Plan is to meet the needs for new homes. Specifically, the Local Plan will need to ensure the provision of sufficient and appropriate housing to meet objectively assessed housing need.

7.3. Paragraph 34 of the NPPF (2024) states that Local Plans should be reviewed to assess whether they need updating at least once every five years and should then be updated as necessary. The NPPF goes onto advise, that relevant strategic policies will need updating at least once every five years if their applicable local housing need figure has changed significantly.

7.4. The Chelmsford Local Plan adopted on 27th May 2020 is more than five years old as such the strategic policies within the Plan related to the quantum of local housing need are considered out of date. The Council cannot demonstrate a five year housing land supply based upon the latest local housing need calculated using the standard method, so the titled balance set out at paragraph 11 (d) of the NPPF 2024 is engaged.

7.5. The NPPF recognises that the delivery of housing is crucial in achieving mixed and balanced communities. Paragraph 77 of the NPPF advises that *'the supply of large numbers of new homes can often be best achieved through planning for larger scale development, such as new settlements or significant extensions to existing villages and towns, provided they are well located and designed, and supported by the necessary infrastructure and facilities'*.

Adopted Chelmsford Local Plan

7.6. The City Council is keen to bring forward development which enables the delivery of further housing within Chelmsford in a sustainable manner.

7.7. Strategic Policy S7 of the Chelmsford Local Plan sets out the spatial strategy for new development over the plan period; in allocating sites for strategic growth, the policy confirms that Strategic Growth Sites will be delivered in accordance with masterplans to be approved by the City Council.

7.8. The site policy for Strategic Growth Site 6 – North-East Chelmsford allocates land for a high-quality, comprehensively-planned, new sustainable Garden Community, that will provide a significant amount of new housing and employment, whilst maximising opportunities for sustainable travel in a landscaped setting. The policy requires the following:

Amount and Type of Development

- Around 3,000 new homes of mixed size and type to include affordable housing and specialist residential accommodation *(as set out in the Local Plan the site extent allocated in the adopted Local Plan has been drawn to accommodate approximately 5,500 new homes, but 3,000 new homes are programmed for delivery in the current Plan period up to 2036).*
- 45,000sqm of floorspace in a new office/business park providing a range of unit sizes and types.
- Travelling Showpeople site for 9 serviced plots.

Supporting On-Site Development

- A new Country Park.
- Single carriageway road (or Phase 1) of the Chelmsford North-East Bypass within the site boundary.
- An outer vehicular access Radial Distributor Road (Northern RDR) from Essex Regiment Way.
- Neighbourhood centres incorporating provision for convenience food retail, community, and healthcare provision.
- Provision of a new secondary school.
- Provision of two new primary schools with co-located early years and childcare nurseries.
- Provision of two new stand-alone early years and childcare nurseries.
- Appropriate provision of community space and significant new multi-functional green infrastructure.

7.9. The site was given formal status as a Garden Community by Homes England in summer 2019 through the National Garden Communities Programme. The Chelmsford Garden Community encompasses all the land included within Strategic Growth Site 6 in the Chelmsford Local Plan as well as the emerging communities of Beaulieu and Channels.

7.10. The Garden Community will be delivered over a period of approximately 20 years by a consortium of developers and promoters; these comprise Ptarmigan Land, the applicant for this application (Zone 1) who are delivering the residential-led development at Channels, Vistry, the applicant for Zone 2 and who are currently delivering the Beaulieu development and Halley Developments Ltd, the applicant for Zone 3. The Consortium have worked in partnership with Chelmsford City Council, Essex County Council and Homes England.

7.11. Once complete Chelmsford Garden Community will create a community of around 10,500 new homes and new employment opportunities in North-East Chelmsford building upon the success of recent development at the first garden community neighbourhoods of Beaulieu and Channels and designed to meet the Garden City Principles, set out by the Town and Country Planning Association (TCPA) as detailed above.

7.12. Chelmsford City Council is currently in the process of reviewing the Chelmsford Local Plan (2013-2036), which was adopted in May 2020. The Local Plan (2022-2041) was submitted to the Secretary of State on 5th June 2026 and will be the subject of an Independent Examination. Paragraph 49 of the National Planning Policy Framework (NPPF) states that local planning authorities may give weight to relevant policies in emerging plans according to the stage of preparation of the emerging plan, the extent to which there are unresolved objections to relevant policies and the degree of consistency of the relevant policies in the emerging plan to the NPPF. The consideration of this application therefore takes into account the policies of the

emerging plan and attributes the appropriate weight to them in the decision making process, in accordance with paragraph 49.

Stage 1 Masterplan – A Shared Ethos & Vision Based on Garden City Principles

7.13. The ambition for the Chelmsford Garden Community is that it becomes exemplary; this means that it exceeds what has typically been achieved in other major development schemes within the city area to date.

7.14. The Stage 1 Masterplan Framework comprised three core documents:

- **Development Framework Document (DFD)** – The DFD sets out the vision and framework for the Garden Community; at its heart are two Framework Parameter Plans (Land Use & Access and Green Infrastructure). The plans in turn inform an illustrative masterplan. The document provides a robust and comprehensive framework for delivering the whole Chelmsford Garden Community, which has guided and informed the current planning applications for all three zones.
- **Infrastructure Delivery Plan (IDP)** – The IDP sets out the framework for infrastructure delivery, when this needs to be delivered, by whom and at what cost.
- **Planning Framework Agreement (PFA)** – The PFA is an overarching legal agreement for the entire Garden Community to ensure comprehensive development across the three separate land ownerships. The document provides the legal framework for the Site Specific s106 Agreements for the individual outline planning applications.

7.15. The Stage 1 Masterplan was supported by a range of technical, evidence-based documents; these are inter-related and intended to ensure seamless, consistent, and comprehensive delivery, community stewardship, and design quality across the whole Garden Community.

7.16. The Chelmsford Policy Board considered the CGC Development Framework Document (DFD), which forms part of the Stage 1 Masterplan Framework at its meeting on 19th December 2022 (CPB20 – 26). The Chelmsford Policy Board resolved to recommend to Cabinet, that the Development Framework Document (DFD) be approved subject to agreement of an amended active travel network; inclusion of an appropriate process to agree Site-Wide Design Principles; Domsey Lane access arrangements and the principles of the community stewardship arrangements. Delegation in respect of any final changes to the DFD including the matters as previously listed was provided to the Director of Sustainable Communities in consultation with the Chair, Vice Chair and Cabinet Member. The Policy Board were asked to note the Planning Framework Agreement (PFA) Summary appended to the report and the commentary on the preparation and monitoring of the Infrastructure Delivery Plan.

7.17. Cabinet considered the DFD at its meeting on 24th January 2023 and agreed the document subject to completion of the legal Planning Framework Agreement and agreement of the baseline Infrastructure Delivery Plan (CAB39 – 40). Cabinet resolved that the Director of Sustainable Communities could, using his existing delegated powers, negotiate and complete the PFA, settle the final presentation of the DFD and agree the Infrastructure Delivery Plan (IDP) to a baseline position with future monitoring and updating to be undertaken in accordance with the requirements of the PFA.

7.18. Significant work has taken place to agree the IDP and to conclude the PFA. The expectation is that the IDP will be in an agreed form prior to Planning Committee.

7.19. The Planning Framework Agreement forms the overarching legal agreement for the entire Chelmsford Garden Community to ensure comprehensive development across the three separate land ownerships. The agreement is intended to provide the legal framework for the Site Specific s106 Agreements for each individual outline planning application. Members resolved to approve the Stage 1 Masterplan at Cabinet on 24th January 2023 (Minutes CAB39-40). Negotiation and completion of the PFA was delegated to the Director of Sustainable Communities. The PFA is in a substantively agreed form pending final documentation being put in place to secure the funding of the A12 Junction 19 and Roundabout 5 improvements (as further detailed Paragraphs 7.278-7.286 below), the draft PFA is an appendix to this report – see Appendix 5. The references in this committee report, for the avoidance of doubt, refer to matters secured by the PFA, mean the PFA in its agreed form. The PFA will need to be signed by all parties prior to any grant of outline planning permission for the Zone 2 planning applications. Following completion of the IDP and the PFA, the Stage 1 Masterplan can be formally approved.

7.20. The Stage 2 Masterplan comprises the outline planning applications for each of the three zones.

7.21. The approved DFD sets out the shared vision, at pages 25-49; this is one of a shared place, displaying an ethos of equality that reflects the collaboration behind its development; every element of the vision is informed by the need to become carbon zero and to minimise the impact of the new community on climate change. The shared ethos has five key pillars, which permeate through every part of the DFD and are encapsulated within the masterplan; these are:

1. Rewilding Everyday Life – Green and blue infrastructure everywhere.
2. Participatory Governance – Pro-active community.
3. Promoting Active Travel – Walkable, cyclable, connected.
4. Inclusive Villages – Accessible, affordable, liveable.
5. 15 Minute Neighbourhoods – Circular economy.

7.22. The five key pillars informed the Guiding Framework Principles; shown diagrammatically in a wagon wheel, which appears on each page of the DFD.

7.23. The Town & Country Planning Association (TCPA) Garden City Principles were used as a starting point and informed the basis of the ethos of the Garden Community; these principles are set out below:

1. Land value capture for the benefit of the community.
2. Strong vision, leadership, and community engagement.
3. Community ownership of land and long-term stewardship of assets.
4. Mixed-tenure homes and housing types that are genuinely affordable.
5. A wide range of local jobs in the Garden City within easy commuting distance of homes.
6. Beautifully and imaginatively designed homes with gardens, combining the best of town and country to create healthy communities, and including opportunities to grow food.
7. 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.
8. Strong cultural, recreational, and shopping facilities in walkable, vibrant, sociable neighbourhoods.

9. Integrated and accessible transport systems, with walking, cycling and public transport designed to be the most attractive forms of local transport.

7.24. The vision for the Chelmsford Garden Community is underpinned by a series of key targets and metrics:

- 50% Green Infrastructure.
- 20% Biodiversity Net Gain.
- 1 Job per Dwelling.
- 15 Minute Villages – Create neighbourhoods where day-to-day needs are accessible by an active journey of less than 15 minutes.
- The Power of 10+ - Clustering complementary mixed uses and facilities such that they become greater than the sum of their parts.
- 100% Working Towards Waste Diversion from Landfill.
- 3 Trees per Dwelling.
- At Least 60% of Trips by Non-Car & Active Modes of Travel.

7.25. The Chelmsford Garden Community will deliver the following:

- Around 5,500 new homes of mixed size and tenure, (for Zone 2) 35% (subject to a viability review mechanism) but with a minimum of 19%.
- 9.19ha of dedicated employment land.
- Four new mixed use Village Centres.
- A new All Through School (including primary with co-located early years, secondary and potentially a sixth form), up to three further primary schools (with co-located early years) and at least two standalone early years facilities, as demand requires.
- 238.5ha of green and blue infrastructure (including the 108.8ha Dukes Wood Nature Park).
- 17.3ha of new outdoor formal sports facilities.
- Comprehensive infrastructure to support sustainable travel modes.
- New Northern Radial Distributor Road from Essex Regiment Way.
- Safeguarding of land for the future expansion of the Chelmer Valley Park and Ride.
- Safeguarding of land for Chelmsford North-East Bypass and provision of future bridge crossings.
- Travelling Showpeople Site for 9 serviced plots (this is now proposed as a Gypsy and Traveller Site with 10 pitches).

7.26. The DFD details a series of Guiding Framework Principles, as set out in paragraph 7.20 above, these encapsulate the vision and are intended to act as the 'golden rules' for the development outlining how the requirements of Policy SG6 (Strategic Growth Site 6) are to be translated, to achieve a high-quality, well designed, sustainable, and successful place.

7.27. The DFD provides a robust and comprehensive framework for delivering the Chelmsford Garden Community, which has guided and informed the outline planning applications.

Environmental Assessment

7.28. The scheme constitutes EIA development and is classified as an Urban Development Project under Schedule 2 10 (b) Infrastructure Projects of the Environmental Impact Assessment (EIA) 2017 Regulations. The City Council issued its formal scoping opinion on 11th October 2022 and confirmed the subject areas which should be addressed in the Environmental Statement. The scoping opinion has been followed.

7.29. The Environmental Statement has assessed the likely significant impacts of the proposed scheme during the construction and operation of the development and proposes mitigation measures where required. The methodology and EIA are contained within the Environmental Statement.

7.30. The local planning authority in reaching its decision has taken into consideration the environmental information contained within the Environmental Statement (October 2023), Environmental Statement Non-Technical Summary (October 2023), Environmental Statement Addendum (November 2024) (to reflect amendments in response to CCC and ECC specific topic papers, an Investigations and Potential Remedial Works Report in relation to the non-designated T2 Former Airfield Hanger and Romney Hut on the site of the former Boreham Airfield, the phased delivery of the Chelmsford North-East Bypass and the implications of the change to traffic data in relation to EIA matters, amendments to the Design and Access Statement to include further details on the Detailed Design Code, changes to the overall construction and delivery phasing, amendments to the Dukes Wood Sports Hub in response to comments raised by the City Council and Sport England, amendments to the Green Infrastructure Strategy to include additional integration of landscaping within the delivery parcels across delivery phases, expansion of retained vegetation, further information on tree species, hedgerow planting and density and the planting of specific woodland areas at an earlier phase and changes to access arrangements across the proposed development) and Environmental Statement Addendum (March 2026) (to reflect amendments to the overall construction and delivery phasing, four buildings at Park Farm being considered or heritage listing (now confirmed), reduced building heights, amendments to the Access & Movement Parameter Plan, amendments to the Offsite Transport Infrastructure Plan, transport amendments following cancellation of the A12 DCO Widening Scheme and the fallback J19 Improvement Works, amendment to the description of development to remove reference to Travelling Show People and to accommodate a Gypsy and Traveller Site, an alternative design option for Hawthorn Village in which the former T2 Hanger and Romney Hut are retained, the updated approach to archaeological trial trenching now proposed post-determination and pre-construction rather than at pre-determination and additional cumulative schemes brought forwards since October 2024 when the assessment review was completed).

Zone 2 Application

7.31. The application relates to Zone 2; it has been submitted as an outline application.

7.32. All matters are reserved except for the means of access in the form of a new access junction from Beaulieu Parkway – RDR1.

- Up to 3,500 new dwellings
- Employment, commercial, retail, leisure, community and education facilities
- Specialist residential accommodation for the elderly
- Serviced land for a gypsy and traveller site
- Green and blue infrastructure including two active travel bridges crossing the Chelmsford North-East Bypass
- New highways including part of the Northern Radial Distributor Road
- Utility and infrastructure works
- Site restoration and preparation works
- Demolition of structures
- Associated and ancillary development

7.33. Four Parameter Plans, a full set of 'Alternative Parameter Plans' and the Development Specification Document (May 2026) constitute the formal element of the application for which outline planning permission is sought; these confirm the extent of the development which is proposed to be fixed and clarify the upper and lower limits of the proposed scheme. The plans are required to ensure that the masterplan is implemented within the scope tested in the Environmental Statement.

7.34. A series of Alternative Parameter Plans have been submitted in support of the outline planning application where it were to prove necessary to demolish the T2 Hanger and the Romney Hut; this would arise were future surveys to demonstrate that the buildings were not capable of retention (this is discussed in detail in the Green & Blue Infrastructure – Built Heritage section of the report). The s106 Agreement would include appropriate obligations which would need to be fulfilled before the Alternative Parameter Plans can be implemented and the two buildings demolished. The proposed Parameter Plans in this case show variations to the layout to accommodate the same number of homes, the primary school and the same quantum of mixed uses.

7.35. The Parameter Plans and Development Specification Document (May 2026) set the principles for development and provide a framework within which the application has been assessed and against which subsequent applications for the approval of reserved matters will be prepared and considered.

1. Land Use

7.36. The plan sets out the arrangement of uses as well as the size of development parcels across Zone 2. The parcels have been arranged to generally conform with the DFD Land Use and Access Parameter Plans, with refinements made due to technical constraints. Park Farm Village Centre and the Park Farm Community Hub are proposed to be centrally located within the wider Chelmsford Garden Community and adjacent to the All Through School. The village centre would accommodate a co-located mix of uses, including a new healthcare centre, primary mobility hub, stewardship office and community centre. Two further village centres are proposed at Willow Hill on the site of the former Cranham Farm and just south of the Northern RDR and at Hawthorn at the edge of Dukes Wood Nature Park. The two centres would both be situated adjacent to a future primary school with co-located early years provision. An area of employment is shown to the north of Willow Hill Village and with good access to the Northern RDR and Chelmsford North-East Bypass.

7.37. The precise form and design of the buildings would be established through the reserved matters in accordance with the Parameter Plans and the Detailed Design Code.

7.38. Retention of the T2 Hanger and Romney Hut would require the primary street to be moved north, a section of green corridor to be reduced, a re-arrangement of the primary school and mixed use area at the village centre and an increase in developable area to the south-east with a corresponding reduction in open space.

2. Access & Movement

7.39. The plan incorporates the 'Proposed Active Travel Routes' diagram from the DFD in addition to elements from the Stage 1 Access and Land Use Parameter Plans. The mandatory requirements for cycle and pedestrian access and movement via the active travel routes and existing public rights of way are detailed in the plan; these would be supplemented by additional pedestrian

and cycle routes within the secondary and tertiary streets providing access to individual residential properties.

7.40. The indicative alignment of the primary streets and bus routes are detailed. Secondary and tertiary streets within the development parcels would serve the residential properties.

3. Green Infrastructure

7.41. The plan details the comprehensive network of green space, connecting nature and heritage. Two destination parks are proposed at Dukes Wood and Park Farm Meadows together with two areas of outdoor sports provision at Dukes Wood Sports Hub and within the All Through School. The plan includes areas of retained woodland and planting, new woodland buffer planting, natural green and amenity space including water bodies, drainage features, active travel routes, equestrian routes, play space and vegetated/planted areas and areas for productive landscapes. Areas for play and sport including neighbourhood and local equipped play, local areas for play/play on the way and areas for incidental sports provision are shown on the plan. Over 50% of the development is proposed as public open space within over 135h of land allocated.

4. Building Heights

7.42. The plan provides maximum building heights with the tallest buildings, up to 5 storeys proposed at the village centres (mixed uses) from which building heights would then reduce to 4 storeys with a maximum of 3 storeys outside of the village centres. Occasional 5 storey buildings at landmark locations are proposed, allowing flexibility to take advantage of key views or to frame a linear open space. The employment area would encompass a maximum height of three storeys, so too the education sites, except for the southern part of the All Through School site where storey heights would be restricted to two storeys. The Gypsy and Traveller site would by its nature extend to a single storey. The Sports Hub would be expected to accommodate a pavilion/clubhouse up to a maximum of 2 storeys.

7.43. Building heights are designed to provide flexibility in building design, while allowing increased housing density close to facilities, supporting the aim to create 15 minute walkable villages.

7.44. The Parameter Plans have been amended during the application to reflect required design changes in response to officer advice and consultee feedback.

7.45. An Illustrative Masterplan has been developed in compliance with the Parameter Plans and the vision and ethos for the Chelmsford Garden Community as set out within the DFD. The Illustrative masterplan is not submitted for approval but demonstrates one way in which the Zone 2 development could be brought forward.

7.46. A composite Stage 2 Illustrative Masterplan will be prepared in accordance with the DFD, once the masterplans for all three zones have been finalised. The Design & Access Statement demonstrates how the Zone 1 Illustrative Masterplan would sit as part of the overall composite Stage 2 Illustrative Masterplan.

Development Specification

7.47. The accompanying Development Specification (May 2026) provides further clarity as to the scope of the application in relation to the amount of development and uses. The quantum of development is expressed as a maximum, which has allowed the scheme to be robustly tested through the Environmental Statement.

Site Area	
Total planning application site area (within red line boundary)	344ha
Land Use Quantum	
Use Class C3 (Residential)	Up to 3,500 new homes
Use Class C2 (Specialist Residential Accommodation for the Elderly)	7,500sqm
Mixed Use Development • Willow Hill Employment Hub Class B2 / B8 / E(g) • Willow Hill Village Centre Employment Office (Class E (g)) Flexible community and education floorspace including meeting rooms, art and cultural space (Class F1 & F2) Class E – Retail Class E / Sui Generis • Park Farm Village Centre Employment Office (Class E (g)) Healthcare Centre (Class E (e)) Flexible community and education floorspace including meeting rooms, art and cultural space (Class F1 & F2) Class E – Retail Class E / Sui Generis • Park Farm Community Hub (existing buildings retained) Flexible community and education floorspace including meeting rooms, art and cultural space (Class F1 & F2) Class E / Sui Generis • Hawthorn Village Centre Employment Office (Class E (g)) Flexible community and education floorspace including meeting rooms, art and cultural space (Class F1 & F2) Class E – Retail Class E / Sui Generis • Existing T2 Hanger & Romney Hut (existing buildings retained) Flexible commercial and community uses (Class F & E)	

Education Facilities School Sites (Class F1 & F2) • Willow Hill Village • Park Farm All Through School • Hawthorn Village Standalone Day Nursery (Class E (f)) • Willow Hill Village • Park Farm Village • Hawthorn Village New Sports Hall - Park Farm All Through School	Up to 29,650sqm (GEA) at three new sites (excluding sports hall) and up to three further stand-alone nurseries are proposed to be located within the village centres, comprised of: 5,000sqm 18,000sqm 5,000sqm 550sqm 550sqm 550sqm 2,072sqm
Open Space	Over 130ha of public open space
Formal Sports Provision	7.36ha of formal sports provision and 2.23ha of Joint Use sports provision including Dukes Wood Sports Hub 650sqm
Gypsy and Traveller Site	10 Plots (0.5ha) plus ancillary floorspace
Land Use Distribution	
Use Class C3 Residential	In accordance with Land Use Parameter Plan
Mixed Use Development	In accordance with Land Use Parameter Plan
Education Facilities	In accordance with Land Use Parameter Plan
Open Space	In accordance with Land Use Parameter Plan

Access	
Primary Access Points	New vehicular access from Beaulieu Parkway between existing roundabouts 3 and 4 From Northern RDR, providing access to Zones 1 & 3, and to Essex Regiment Way Two vehicle access points from the east and two pedestrian and cycleways providing vehicular, pedestrian and cycle links to residential parcels in Zones 1 & 3 and Channels Pedestrian and cycle access from existing Beaulieu Parkway, from the former access to the airfield along Cranham Road, from the Public Right of Way (Footpath 51 Boreham / 60 Little Waltham) ending at Cranham Road, and from the Public Right of Way (Footpath 33 Chelmsford Garden) Pedestrian access from existing public footpath (Footpath 16 Boreham) with potential future cycleway and bridleway upgrades to the existing Bridleway 48 Boreham Two proposed bus gates and a safeguarded corridor for a potential future bus link to the south-east In accordance with Access & Movement Parameter Plan
Building Heights	
Heights	In accordance with Building Heights Parameter Plan
Density	
Use Class C3 • Indicative Densities Lower Density Medium Density Higher Density Highest Density	Varies according to location, typology and character height with final densities considered during the Detailed Design Code Stage Up to 35dph 30-45 dph 40-55 dph 50-150 dph – mixed use

7.48. The principle of development is acceptable. The land forming the Chelmsford Garden Community was allocated in the Chelmsford Local Plan as a strategic growth site. The site has been the subject of a detailed masterplan, and the Zone 1 application submission accords with that masterplan.

7.49. The proposed uses are appropriate for the site. The principle of a residential-led mixed-use development would contribute to fulfilling the Council's strategic priorities for housing and employment growth, accords with the Spatial Strategy and the policies in the NPPF.

Community Stewardship
Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 2 - Meeting the Needs for New Homes, 5 – Strategic Infrastructure, 6 – Local Infrastructure, 8 – Creating Well Designed and Attractive Places & Promoting Healthy Communities
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S1, S5, S7, S9, S10, DM Policies: DM23, DM24

Policy Position
NPPF

7.50. The NPPF as noted previously within this report, sets out a presumption in favour of sustainable development; to achieve this objective and to help *'support strong, vibrant and healthy communities'* the planning system must foster the creation of *'well-designed, beautiful and safe places, with accessible services and open spaces, that reflect current and future needs and support communities' health, social and cultural wellbeing'* (paragraph 8 (b)).

7.51. Chapter 8 of the NPPF places notable emphasis on community cohesion, needs and facilities; in this respect it advises local planning authorities to *'plan positively for the provision and use of shared spaces, community facilities. and other local services to enhance the sustainability of communities and residential environments.'*

7.52. The NPPF, as well as stressing the importance of place making and design quality also highlights the need for *'proactive and effective engagement with the community*'. Community stewardship is evidently central to this objective.

Chelmsford Local Plan

7.53. Strategic Policy S1 - The Spatial Principles, seeks to ensure that development is served by the necessary infrastructure and that it utilises existing and planned infrastructure effectively.

7.54. Strategic Policy S5 – Protecting and Enhancing Community Assets, recognises the important role that community facilities have in existing communities, and these should form an integral part of any proposals for new residential and employment development, whilst also being accessible to the community.

7.55. Strategic Policy S7 of the Chelmsford Local Plan sets out the spatial strategy for new development over the plan period; in allocating sites for strategic growth, the policy confirms that Strategic Growth Sites will be delivered in accordance with masterplans to be approved by the City Council.

7.56. Strategic Policy S9 - Infrastructure Requirements states that new development must be supported by the provision of infrastructure, services and facilities that are identified as

necessary to serve its needs, this includes ensuring that development is served by early years, primary and secondary, and tertiary education provision.

7.57. Strategic Policy S10 – Securing Infrastructure and Impact Mitigation sets out the need for infrastructure to be provided in a timely and, where appropriate, phased manner to serve the occupants and users of the development. Mitigation measures must be agreed with the local planning authority, in cases where development requires additional infrastructure capacity, so as to be considered acceptable.

7.58. Policy DM24 of the Local Plan requires all new major developments to be of high quality built form and urban design and details a series of principles which should be followed.

7.59. The site policy for Strategic Growth Site 6 – North-East Chelmsford allocates land for a high-quality, comprehensively-planned, new sustainable Garden Community, that will provide a significant amount of new housing and employment, whilst maximising opportunities for sustainable travel in a landscaped setting. The masterplan is to be underpinned by Garden City Principles.

7.60. Paragraph 7.199 advises that garden community development is to be underpinned by a series of interrelated principles, which are based upon the Town and Country Planning Association (TCPA) Garden City Principles. The principles include putting in place long-term governance and stewardship arrangements for the new community infrastructure and assets.

Emerging Chelmsford Local Plan

7.61. The emerging Chelmsford Local Plan proposes amendments to Strategic Growth Site Policy 6 – North-East Chelmsford to include specific requirements for stewardship, which mirror those set out within the DFD; these are as follows:

- Establish a robust and sustainable stewardship structure early on in the planning and delivery process.
- A Stewardship Statement to accompany the first outline planning application providing full details of a) the governance structure and methods of funding of the proposed stewardship vehicle, b) public spaces and community assets to be owned, managed and maintained by the proposed stewardship vehicle and c) an indicative programme for the establishment and operation of the proposed stewardship vehicle.
- A Stewardship Strategy to be provided as part of the site specific agreement to include a) a robust governance strategy of the chosen stewardship vehicle, b) a full Business Plan for the chosen stewardship vehicle and c) arrangements for maintenance, management and monitoring of public spaces and community assets.
- Stewardship activities are required to be in place in advance of the first housing occupations to ensure timely delivery of community development activities.
- The Chelmsford Garden Community Council to have a defined remit in stewardship across the whole garden community to foster collaboration, create accountability, provide consistency and ensure community engagement.
- A single not-for-profit stewardship body to work in partnership with the Chelmsford Garden Community Council to provide a coordinating role to stewardship, place making and community development and to deliver the garden community's vision.
- The Stewardship Body to make use of funding opportunities including income-generating assets and resident service charges, with the latter to be minimised and capped as appropriate.

7.62. Paragraph 7.218 advises that the establishment of a robust and sustainable stewardship structure early on in the planning process forms a key requirement of the development establishing a consistent approach to stewardship and place keeping across the Garden Community. The expectation is that the newly formed Chelmsford Garden Community Council would have a defined remit in stewardship to foster collaboration, create accountability, provide consistency and ensure community engagement. A single not-for-profit Stewardship Body would be formed to work in partnership with the Garden Community Council to provide a co-ordinating role to stewardship, place marking and community development and to deliver the vision of the Garden Community. The Stewardship Body could include additional roles for the Garden Community Council and could commission different facilitators to manage and maintain the public spaces and community assets within the Garden Community. The Stewardship Body is expected to be funded through a blend of income generating assets and resident service charges with the latter to be minimised and capped as appropriate. Other means of funding may also be identified, where appropriate.

7.63. Paragraph 7.219 advises that a formal governance structure will be established with oversight for the whole Garden Community to ensure appropriate common collaborative arrangements are put in place.

Garden City Principles & the DFD

7.64. The Town & Country Planning Association (TCPA) Garden City Principles have informed the ethos of the Garden Community; in respect of stewardship these seek the delivery of land value capture for the benefit of the community, development of a strong vision, leadership, and community engagement and securing community ownership of land and long-term stewardship of assets.

7.65. The DFD embeds the garden city principles into the ethos and vision for the Chelmsford Garden Community and recognised the importance of ensuring that long term management and stewardship is considered early in the planning of the Garden Community and hardwired into delivery, financial and governance arrangements. Left until late on, that there would be a risk of a patchwork of management and maintenance approaches to the various public assets within the community.

7.66. The vision for the Garden Community is based upon 5 core principles: rewilding every day, the delivery of 15 minute neighbourhoods, inclusive villages and participatory governance and the promotion of active travel. Community stewardship crosses over all five principles, for example, through the ownership and/or management of key green infrastructure and community assets, delivering an interconnected network of community facilities across all four villages avoiding unnecessary duplication of provision, ensuring active travel plans are co-ordinated with local requirements, organisation of community events and steering effective communication.

Background & Context

Development Framework Document (DFD)

7.67. The DFD as set out above recognised the importance of early establishment of long term management and stewardship in the planning of the Garden Community. The local planning authority commissioned Anthony Collins Solicitors to prepare an assessment in relation to stewardship options for the development, prior to the Stage 1 Masterplan being considered by the Chelmsford Policy Board. Members resolved that Policy Board recommend to Cabinet that

the Development Framework Document be approved subject to agreement of a series of matters which included the principles of the community stewardship arrangements.

7.68. The DFD provided a series of guiding principles, set out at page 118 of the document, which were amended to take account of the independently commissioned advice. The DFD proposed that a Site Wide Stewardship Statement be submitted with the outline planning applications, and which would detail the approach to delivering the following:

- One stewardship body across the Chelmsford Garden Community (excluding Beaulieu and Channels unless otherwise agreed by the respective entities).
- Promotion of community-led development ensuring high levels of community participation and engagement.
- The new stewardship body being a not-for-profit entity.
- Minimised and capped service charges (subject to democratic changes).
- The inclusion of income generating assets.

7.69. Cabinet was advised that a new not-for-profit stewardship body would be created, working in partnership with the Community Council to foster placemaking and community development and to provide a co-ordinating role. The body could commission different facilitators to manage and maintain the green spaces and other areas of public realm and potentially also, community spaces and facilities. The position at the time was that the new body would cover the whole of the Chelmsford Garden Community, excluding Beaulieu and Channels; unless otherwise agreed by the respective bodies and would need to be established and resourced, before the occupation of the first home.

7.70. Funding for the new stewardship body, it was envisaged, would be through a blended approach including the transfer from developers, of income-generating assets, the detail of which would be determined through the outline planning applications. Resident service charges would also form part of the funding package, but these would be minimised and capped as appropriate. Mechanisms would be used by developers, including legal covenants in the plot purchaser's deeds, to secure the service charges or other agreed funding systems.

7.71. Obligations, or financial contributions, from the site specific s106 Agreements, would also fund the stewardship management process.

7.72. Following consideration of the Stage 1 Masterplan by the Chelmsford Policy Board in December 2022 and the Cabinet in January 2023, the City Council's Community Governance Review recommended that a new Parish Council be formed for Chelmsford Gaden Community Council, which would also include the existing neighbourhoods of Beaulieu and Channels. Following a 'shadow' period, the Chelmsford Garden Community Council formally came into being in April 2023.

7.73. The Garden Community Council's vision is to be central to a thriving community, stewardship and community engagement, to produce strategies which consider engagement with all sections of the community, to manage assets responsibly and consider acquiring new ones, to respond to consultations from stakeholders and to appropriately resource the Council.

7.74. The formation of the Chelmsford Garden Community Council has provided an exciting opportunity for the new Council to be at the heart of the Garden Community's stewardship.

7.75. The two local authorities, the consortium and the Chelmsford Garden Community Council, have worked collectively to progress the approach to stewardship. The local planning authority in this respect has continued to seek professional advice from Anthony Collins Solicitors and Community Stewardship Solutions. The Councils are committed to establishing a holistic approach to stewardship across the Garden Community.

7.76. The City Council's report to Cabinet on 23rd January 2023 advised that, prior to the determination of the first outline planning application (that is the point at which the site specific s106 Agreement has been signed and a planning permission can be granted), the Planning Framework Agreement, would require the consortium to submit for approval by both Councils, full details of the:

- Governance structure of the proposed stewardship vehicle
- Business plan and stewardship statement of the proposed stewardship vehicle, and
- Programme for the establishment and operation of the proposed stewardship vehicle.

7.77. The PFA would also require the establishment of a Garden Community Stewardship Steering Group to steer, and advise, the approved stewardship vehicle on strategic decisions, and to facilitate linkages between the site and the wider community. Provisions were to be included within the agreement as to the scope, form and membership of this group. The group would be established before the completion of the first site specific s106 Agreement.

7.78. The report to Cabinet advised that the outline planning applications would be required to put in place sustainable long-term arrangements for funding, management and maintenance of public space as well as community assets. The proposed process would be set out within a Stewardship Statement submitted at outline planning application stage. The Statement has been provided and is referred to in detail below.

7.79. Members were advised that Business Plans would need to be submitted, setting out the scope, specification and cost of stewardship activities to be undertaken by the new stewardship body and the proposed income sources to deliver them; this would include revenue from income generating community assets and resident service charges.

7.80. A formal governance structure would be established with oversight for the whole Garden Community. The Chelmsford Garden Community Council would have a key role in the Steering Group. The Stewardship Steering Group would have a key oversight role in steering and advising the Stewardship Body on strategic decisions and facilitating linkages between the new community and the wider area alongside the existing management arrangements at Beaulieu and Channels.

7.81. The Stewardship Steering Group it was considered could also include members of the local community, City and County Councils, the developer consortium and other local residents, resident groups and stakeholders. The requirement, scope and form of the working group was to be outlined in the Planning Framework Agreement.

Site Wide Stewardship Statement – Approach to Community Stewardship

7.82. A Site Wide Stewardship Statement has been agreed and will be appended to the Planning Framework Agreement. The statement has been informed by 18 months of discussions, workshops and collaborative working with all parties.

7.83. Homes England have played a key role in driving forward the community stewardship work and provided grant funding which the local planning authority to commission the recent independent specialist advice by Anthony Collins Solicitors and Community Stewardship Solutions. The advice has informed the production of the statement. The local planning authority has continued to engage with Homes England on stewardship proposals for the Garden Community.

Stewardship Models

7.84. Three stewardship models are proposed, which would be the responsibility of the developer consortium to implement. The fourth model is for the Chelmsford Garden Community Council to assume the central stewardship role including control of all stewardship matters within its existing structures. The CGCC has made clear its aspiration to be central to stewardship and community engagement and to manage assets responsibly and to consider acquiring new ones; this aligns with the aspirations of the two Councils and the developer consortium. The consortium would not be directly responsible for the implementation of the fourth option, on the grounds that it is an existing body; all parties have agreed to work proactively to support that option if it is ultimately taken forward.

7.85. All parties have indicated their support for the Garden Community Council to take on the role of the stewardship vehicle. The CGCC is an existing democratic body, and it already has established relationships with existing residents. Careful and thorough consideration would nonetheless be required of the benefits and drawbacks of this approach involving the input from a variety of parties.

7.86. The Garden Community Council, would, regardless of the chosen final Stewardship Vehicle provide a resource and a governance framework, which could either assume responsibility for all stewardship matters or it could interface with a new Stewardship Vehicle as it is established and evolve alongside.

7.87. A long-term partnership with the Garden Community Council regarding the ownership of assets, responsibility for management, consultation and engagement with the two Councils would be required as responsibilities are transitioned and the relevant assets become part of the final Stewardship Vehicle.

7.88. The two Councils would play an important part in securing the legal framework through the planning system to ensure delivery of a Stewardship Vehicle which is fit for purpose, meets the principles established within the DFD and aligns with the delivery programme for the Garden Community. The Councils would have an option to both be members of the Stewardship Vehicle if this was considered necessary and/or advantageous at the appropriate time.

7.89. The Stewardship Vehicle needs to be efficient and transparent, and in the case of the first three options, as outlined below, do not duplicate what is already covered by the Garden Community Council as part of its existing mandate.

7.90. The options are outlined in detail below:

- *Community Benefit Society (CBS)*

7.91. The primary purpose of a CBS is to benefit the community rather than generate profits for stakeholders; it is a registered legal entity (with the Financial Conduct Authority), which provides limited liability to its members. A CBS generally operates on a one-member, one-vote principle.

7.92. Profits generated must be reinvested into the CBS or used for community benefit. Dividends can be paid, but only if the governing documents allow for this and only to a limited extent. The societies can include an asset lock, which ensures that assets are only used for community benefit, even if the society is dissolved.

7.93. The CBS operates to serve the broader interest of the community, rather than just its members and is often used by charities and community groups. Funds can be raised through community shares e.g. where members of the public invest small sums to support the aims of the society.

7.94. The model is typically used by community-owned pubs and shops, for the provision of community transport and the operation of education or health-related initiatives.

- *Community Interest Company (CIC)*

7.95. A CIC is a limited company created for the purpose of serving a community or social purpose, rather than generating profit for shareholders. The company affords the legal protections of a limited company with community benefit obligations akin to charity, but with more flexibility i.e. it can pay its directors. The Channels development currently operates with a CIC.

7.96. A CIC is incorporated through Companies House, governed by the Companies Act 2006 and the CIC Regulations 2005 and is regulated by the Office of the CIC Regulator. Proof is required that activities will benefit the community, and a statement must be submitted at the point of formation and updated annually to demonstrate compliance.

7.97. An asset lock is required, such that neither the company, nor its assets can be sold for private gain. Assets would be transferred to another asset locked body in the event that the CIC were dissolved.

- *Charitable Incorporated Organisation*

7.98. A CIO is a registered charity, with incorporated status and has its own legal identity; it can own property, employ staff and enter contracts. Limited liability is offered to trustees and members. The organisation is regulated by the Charities Commission.

7.99. All assets must be used for charitable purposes. Charitable donations and funding can be applied for with business tax relief possible.

- *Chelmsford Garden Community Council*

7.100. The CGCC would use its existing structures and take on control and responsibility for all matters relating to stewardship including the ownership and management of assets, and the day to day maintenance responsibilities across the Garden Community.

7.101. All relevant assets and areas requiring maintenance would need to be built to a suitable standard and then handed over to the Garden Community Council for management in perpetuity; this process would need to be secured through the site specific s106 Agreements. The CGCC has made clear that it would not wish to assume responsibility for roads.

7.102. Future management could be funded through the Parish precept, which would avoid the need for residents to be subject to a service charge. The approach to costs and maintenance would be subject to the Council's adopted democratic processes meaning that residents would have sufficient influence over what happens within their respective areas.

7.103. The options set out above, represent the optimal solutions based on discussions between all parties and the receipt of professional advice.

Governance

7.104. Stewardship governance is a model where:

- Assets are held 'in trust' for the existing community, and future generations.
- Profit is not extracted for private gain but reinvested for community benefit.
- Leaders act as caretakers and custodians not owners.
- Power is distributed, transparent and accountable

7.105. The CBS, CIC and CIO models would involve the establishment of a newly established body, and all allow for the governance objectives to be achieved, however, this is equally the case, were the CGCC to assume responsibility as the Stewardship Vehicle.

7.106. Governance of the stewardship vehicle is best considered in two parts, the process via the planning system to secure implementation of the Stewardship Vehicle at the correct time to align with the delivery of the development. Secondly the mechanism by which the Stewardship Vehicle will eventually become a cohesive site-wide body, considering its potential membership, governance, finance and roles and responsibilities.

7.107. The PFA is made pursuant to s106 of the Town and Country Planning Act 1990 and binds land interests held by the members of the consortium, and where appropriate contains mechanisms to require landowners to enter into a Deed of Adherence for respective land interests to also be bound at the point the Site Specific S106 Agreements for each Zone are entered into. The Site Wide Stewardship Statement has been agreed and is appended to the PFA. The PFA sets out a requirement for the Stewardship Vehicle and Stewardship Vehicle Business Plan to be submitted ahead of the site specific s106 Agreements for the outline planning applications being signed, depending on which of the four options is chosen.

7.108. The consortium has proposed a singular Stewardship Vehicle to cover the entirety of the Garden Community ensuring a cohesive community is created under one stewardship regime. The scope exists, as set out in the Site Wide Stewardship Statement, for the Stewardship Vehicle to be potentially supported by a subsidiary operational body/bodies. The operational body could act as the 'engine room' of the Stewardship Vehicle by collecting service charges and carrying out the estate management function across the CGC. Should the CGCC option be pursued, then this may negate the need for such a body as it could form part of the existing CGCC structure. The Site Wide Stewardship Statement sets out a commitment on the part of the consortium to work proactively alongside the CGCC and both Councils within the new Stewardship Steering Group to support the implementation of this approach.

Roles & Responsibilities

7.109. The first three options: CBS, CIC and CIO, require a newly established body; management would be funded partly by a service charge and partly by income generating facilities. The exception being Dukes Wood Nature Park (Zone 2), which it has been agreed would be passed to the City Council. Long-term management and maintenance would be transferred to the City Council and a commuted sum paid to the City Council for the first 25 years. The approach has been discussed and agreed with the Council's Parks Service.

7.110. Community infrastructure could be transferred or leased to the Stewardship Vehicle once the assets have been created to an agreed specification and have been independently certified as being fit for purpose, the ownership of the asset is clear and a management plan, where required has been approved by the local planning authority.

7.111. The Stewardship Vehicle would take full and long-term responsibility for ensuring that the assets are effectively and efficiently managed and operated by the operational bodies to derive the dual objectives of maximising use and service for the local community and ensuring the assets appear consistently attractive and are cared for in the long term. Notably some community infrastructure would have limited, or in some cases nil, income generating capacity but would still require maintenance and eventual replacement.

7.112. Public open spaces would require specific management arrangements, to ensure consistence quality maintenance regimes; these would be set by conditions on the outline planning permission and governed by the Stewardship Vehicle.

7.113. Long term maintenance arrangements would need to be put in place for other infrastructure items for which community/Stewardship Vehicle ownership is not appropriate; this might include the main estate roads, although these are initially be offered to ECC for adoption. Strategic Open Space and formal sports provision are expected to come to the City Council for ownership and management, whilst infrastructure such as informal sports and leisure provision could be owned and managed by either the Stewardship Vehicle or a bespoke provider. The Stewardship Vehicle Business Plan would set out the management and funding arrangements for all community infrastructure and assets which are required to be delivered as part of the development.

7.114. The local planning authority working with Anthony Collins Solicitors and Community Stewardship Solutions has prepared a schedule of all assets; this can be scrutinised in further detail post Planning Committee as part of the works to finalise the Stewardship Vehicle, Business Plan and Programme.

7.115. Should one of the first three options be chosen and progressed by the developer consortium, it would remain, nonetheless important for the CGCC to maintain its existing role and responsibility for community development. Should the CGCC option be taken forward then community development would be its responsibility, but it would be important to ensure compliance with the overarching DFD principles at all times.

Development of a Business Plan

7.116. Development and submission of a Business Plan is required for any of the Stewardship Vehicle options. A detailed finance structure would be provided for the Stewardship Vehicle and included within the Stewardship Vehicle Business Plan for the first three options requiring the

establishment of a new body. The Business Plan would be submitted to the local planning authority for its approval in accordance with the PFA.

7.117. The Stewardship Vehicle would be expected to be a cost-efficient entity and fully funded by a combination of a limited amount of service charge and income from the assets it directly manages. The Stewardship Statement confirms the consortium's commitment to keeping the service charge at an acceptable level, determined by residents through an accountable and transparent governance structure. The proposed Stewardship Vehicle may also be underpinned in the early years with a limited amount of start-up assistance from the consortium, which would be set out within the site specific s106 Agreements.

7.118. The financial responsibilities of the Stewardship Vehicle would include (i) community facilities serving a variety of needs, (ii) roles in community creation/development and engagement on future development via the CGCC, (iii) management and maintenance of all directly owned and managed assets and (iv) administrative and support costs in relation to (i-iii).

7.119. The Stewardship Vehicle would need to be financially resilient both in the short term and to maintain sufficient funds for longer term requirements, including the enhancement and replacement of assets at points in the future i.e. sinking funds, until it becomes a completed Stewardship Vehicle for the entire development.

7.120. Public open space and community assets would not be transferred to the Stewardship Vehicle until their operation and management have been costed and the Stewardship Vehicle has an agreed management plan as set out in the Stewardship Vehicle Business Plan and enshrined in each of the site specific s106 Agreements. The consortium and future relevant developers would retain responsibility for managing and funding assets until the point of transfer.

7.121. The Stewardship Vehicle would receive income from a range of sources to meet its costs, including income generating activities with the aim of ensuring financial sustainability through a diverse portfolio of income sources.

7.122. The Business Plan would set out the framework and timing for how the anticipated management and maintenance costs would be calculated and resourced, and each would be refined as the assets are developed through the design and planning process.

7.123. Annual expenditure to support stewardship and the Stewardship Vehicle would need to include (i) facilities management including maintenance, operation and sink funds for the community facilities, (ii) core infrastructure costs for the stewardship organisation, financial management, promotion and operations, (iii) project costs for community development activities, (iv) building a sink fund as appropriate and (v) paying for the services of a managing agent (if required).

Finance Model

7.124. The Stewardship Vehicle would manage income generating facilities and income from a service charge, which would be capped for the first five years, unless residents were to vote for an increased service.

7.125. Medium to long term, the Stewardship Vehicle would be able to source income from (i) a capped service charge, indexed to the CPI, for the first five years, with any shortfall in spending funded by the consortium, (ii) income derived from assets (land and property), (iii) sessional use and letting of the community centres and charges for the use of community assets as

appropriate, (iv) users charges for activities provided directly by the Stewardship Vehicle, (v) external grants or project management fees and (vi) interest on reserves and endowment.

7.126. Should the CGCC assume responsibility for stewardship, under its existing structures, then it is expected that it would implement a bespoke approach to management of finance and resources utilising the parish precept and income generating assets, when transferred.

7.127. The consortium does have the benefit of existing knowledge of localised costs at Beaulieu and Channels. Further work is underway through development of the Stewardship Vehicle Business Plan to determine the scale and nature of this income and its potential application to the delivery of successful stewardship arrangements at the Garden Community.

The Preferred Option

7.128. The CGCC are keen to pursue stewardship as the locally elected body providing democratic accountability and assurance to current and future residents of the Garden Community; as an elected body, it has the duty to represent all local residents, promote inclusivity and deliver for the wider community, both now and in the future – this is essentially why the Council was initially established in 2023. The CGCC, in line with the adopted local plan for Chelmsford, can deliver against the interrelated principles ensuring community and stakeholders are engaged, local employment opportunities are promoted, healthy lifestyles encouraged alongside the provision of high quality, well designed homes supported by sustainable transport. The CGCC resolved at its meeting on 5th June 2025 to proceed with developing a business case to take on a central stewardship role.

7.129. The consortium supports the exploration of this option. The CGCC appointed an independent consultant in August 2025 who is presently in active and regular engagement with the City Council, County Council and developer consortium to finalise the content of the Business Plan.

7.130. The City Council understand that Chelmsford Garden Community Council Parish Councillors have been kept informed and engaged in every stage of the Business Plan production through periodic workshops and discussion at Parish Council meetings.

7.131. In early 2026, the Councils and consortium members all entered into a Memorandum of Understanding, drafted by CGCC's consultant, setting out the high level expectations and timescales for the preparation and acceptance of a Business Plan to address the long-term stewardship requirements for the Chelmsford Garden Community.

7.132. The CGCC and their consultant in developing the Business Plan have undertaken extensive reviews and refinement of a list of assets to be transferred to the Stewardship Vehicle and have produced indicative timeframes for completion and transfer of said assets. The CGCC have continually worked collaboratively with the Councils and consortium to ensure that all parties are aligned in thinking and in agreement with who will be taking on each asset group.

7.133. Currently, further refinement of the financial modelling is in progress to finalise anticipated asset ownership, asset management costs, resource requirement and cost (e.g. staffing), precept levels, reserves, and developer contribution required. A full Business Plan to set out the CGCC Stewardship Vehicle approach is to be finalised Summer 2026.

Planning Obligation

7.134. The Planning Framework Agreement requires that the outline planning applications accord with the stewardship principles.

7.135. The consortium is required to seek the Council's written approval to a Stewardship Statement prior to the determination of the first outline planning application (that is, as set out above, the point at which the site specific s106 Agreement has been signed and a planning permission can be granted).

7.136. The PFA requires that to provide a robust and sustainable stewardship structure, the site specific s106 Agreements should accord with the Stewardship Statement and shall include:

- Agreement to the preferred Stewardship Structure selected from the options set out within the approved Site Wide Stewardship Statement, with an initial agreed preference that the Chelmsford Garden Community Council takes on the central stewardship role.
- A requirement to set up the preferred Stewardship Body and governance structures in accordance with a timetable to be agreed with the Councils.
- The site specific s106 Agreements to define the form and responsibilities of the body.
- A Stewardship Steering Group to be set up with the timing, roles, responsibilities and representation to be determined in agreement with the Councils.
- A requirement to prepare, submit and agree a long-term business plan, with timing to be approved by the Council to set out how suitable resources would be secured to ensure that any new Stewardship Body is adequately resources to carry out its functions in perpetuity.
- A financial contribution payable to the Stewardship Vehicle to fund costs associated with the establishment, operation, management and monitoring of Stewardship assets and/or activities; this is currently the subject of ongoing discussions between the local authorities, the CGCC and the consortium.
- A process for agreeing and for the transfer of income generating assets that the developer intends to offer to the agreed Stewardship Body.
- A requirement that, prior to any asset transfer, an independent certification process, at the developers expense, be undertaken to assess that the asset is fit for purpose, with the costs of this process being underwritten by the owner and with an appropriate mechanism to ensure that assets which fail the verification process are made fit for purpose.
- A requirement, where applicable, that prior to any asset transfer, a funding proposal be prepared, submitted to and approved by the Council setting out the management requirements relating to the asset and establishing that sufficient resources would be available to implement these.
- Information to be provided relating to the form of asset transfer e.g. freehold title.
- The Stewardship Body Business Plan.

7.137. The developers are to continue to collaborate in order to provide a comprehensive approach to stewardship arrangements across the Garden Community.

7.138. Post Planning Committee and ahead of signing the site specific s106 Agreements, all parties will work alongside the Chelmsford Garden Community Council to ensure their governance structure is considered alongside the final decision on the stewardship governance for the Stewardship Vehicle.

7.139. A conclusion will be reached ahead of completion of the site specific s106 Agreements to ensure the legal agreements can be specifically tailored to ensure the requirements of the governance

arrangements agreed between the parties are fully committed to and met within the required timescales. The s106 Agreement will secure a contribution per dwelling for community stewardship.

7.140. The local planning authority and Essex County Council have worked closely with the developer consortium and the Chelmsford Garden Community Council to seek the formulation and delivery of a robust stewardship strategy for the Chelmsford Garden Community, which incorporates the TCPA Garden City Principles and to ensure that the Garden Community Council is central to this process. The PFA requires that the outline planning applications accord with the stewardship principles set out in the DFD and contains an obligation to provide a robust and sustainable stewardship structure. Further it requires that the site specific s106 Agreements accord with the Site Wide Stewardship Statement.

7.141. The approach advanced to date continues to ensure that long term management and stewardship is considered early in the planning of the Garden Community and well in advance of any construction work commencing on the development; in this respect it can be hardwired into delivery, financial and governance arrangements.

7.142. The proposals fully accord with the expectations of the NPPF, the policies of the Chelmsford Local Plan, the Garden City Principles and the DFD.

Housing
Local Plan Strategic Priority 2: Meeting the Needs for New Homes
Local Plan Strategic Growth Site Policy 6, Strategic Policy S7, DM Policies DM1, DM2, DM25, DM26

Policy Position
NPPF

7.143. The NPPF sets out a *'presumption in favour of sustainable development'* with three overarching and interdependent objectives focussing on economic, social and environmental elements. Paragraph 8 (b) states that a key objective in achieving sustainable development is *'to support strong, vibrant and healthy communities, by ensuring that a sufficient number and range of homes can be provided to meet the needs of present and future generations.'*

7.144. Chapter 5 of the NPPF *'Delivering a Sufficient Supply of Homes'* states the importance of both ascertaining, and addressing the needs of groups, with specific housing requirements, including but not limited those requiring affordable housing, to ensure that housing needs are met, and an appropriate mix of housing is achieved (paragraphs 61-65). Paragraph 66 goes on to state the expectation that major sites provide a mix of affordable housing to meet identified local need *'across Social Rent, other affordable housing for rent and affordable home ownership tenures.'*

7.145. Paragraph 71 states that *'Mixed tenure sites can provide a range of benefits, including creating diverse communities and supporting timely build out rates'*. The paragraph goes onto advise that *'mixed tenure sites can include a mixture of ownership and rental tenures, including Social Rent, other rented affordable housing and build to rent, as well as housing designed for specific groups such as older people's housing and student accommodation, and plots sold for custom or self-build.*

7.146. Paragraph 77 identifies that larger scale development can help achieve delivery of a large number of homes. Policy-making authorities are advised to *'set clear expectations for the quality of the places to be created and how this can be maintained (such as by following Garden City principles); and ensure that appropriate tools such as masterplans and design guides or codes*

are used to secure a variety of well-designed homes to meet the needs of different groups in the community' (criteria (c)).

Adopted Chelmsford Local Plan

7.147. The policies within the Adopted Local Plan set out to ensure that housing of all sizes and types and tenures necessary to meet identified need and demand within Chelmsford is delivered appropriately and built to a high-quality. The approach in turn, supports the creation of strong, vibrant and healthy communities.

7.148. Strategic Policy S6 – Housing and Employment sets out how developments should make provision for housing in order to meet the full objectively-assessed housing need in the period 2013-2036 and identified need for Gypsies and Travellers and Travelling Showpeople in the period 2016-2036. The Chelmsford Local Plan was adopted on 27th May 2020 and is more than five years old as such this strategic policy relating to the quantum of local housing need is considered out of date. The Council cannot demonstrate a five year housing land supply based upon the latest local housing need calculated using the standard method, so the titled balance set out at paragraph 11 (d) of the NPPF 2024 is engaged.

7.149. Strategic Policy S7 of the Chelmsford Local Plan sets out the spatial strategy for new development over the plan period; in allocating sites for strategic growth, the policy confirms that Strategic Growth Sites will be delivered in accordance with masterplans to be approved by the City Council.

7.150. The site policy for Strategic Growth Site 6 – North-East Chelmsford allocates land for a high-quality, comprehensively-planned, new sustainable Garden Community, that will provide a significant amount of new housing and employment, whilst maximising opportunities for sustainable travel in a landscaped setting.

7.151. The reasoned justification further elaborates ensuring that *'the development will provide a high-quality comprehensive garden community development underpinned by a series of interrelated principles which are based on the Town and Country Planning Association (TCPA) Garden City Principles'* including *'community and stakeholder involvement in the design and delivery of the garden community, promoting the highest quality of design, ... encouraging healthy and active lifestyles [and] meeting the housing needs of all local people'.* The reasoned justification further emphasises that the *'allocation is to be planned comprehensively in accordance with a masterplan-led approach to be prepared on the basis of the Town and Country Planning Association (TCPA) Garden City Principles'.*

7.152. Paragraph 7.201 of the Local Plan addresses the specific aims expectations that the housing provision on site must achieve:

7.153. *7.201 The development should provide a mix of size and types of homes, to meet local needs and create a mixed and inclusive community. Affordable, self-build and custom-build, and appropriately accessible and adaptable housing should be provided in accordance with the Council's policy requirements. The development will also be expected to provide specialist residential accommodation which could include accommodation for frail elderly and homes for those with disabilities or support needs. This provision should be based on the latest assessment of need and in consultation with Essex County Council.*

7.154. The policy does acknowledge that the wider site has potential for capacity '*for a further 2,500 new homes to be developed'* taking the total for the allocation to around 5,500, and that '*further development would need to be considered as part of a review of the Local Plan.*

7.155. Accordingly, Strategic Growth Site Policy 6 – North-East Chelmsford (Chelmsford Garden Community) within the draft Local Plan Review Pre-Submission document (February 2025) states that the site will provide *'around 5,569 new homes of mixed size and type to include affordable housing and specialist residential accommodation in the period to 2041. The allocated site is able provide a further 681 new homes in the period beyond 2041. The final amount of new homes will be confirmed through the planning application process'.*

7.156. Strategic Growth Site Policy 6 states that *'in order to achieve a mixed and balanced new community, the development will be required to provide a Travelling Showpeople site for 9 plots within the Strategic Growth Site allocation,'* ensuring the *'site will be serviced'; '0.2 hectares per plot should be provided'* and *'easy and convenient access to the site for heavy goods vehicles'* is provided. Having regard to updated need assessments, Strategic Growth Site Policy 6 – North East Chelmsford (Chelmsford Garden Community) within the draft Local Plan Review Pre-Submission document (February 2025) has amended this requirement to *'a Gypsy and Traveller site for 10 pitches'* which is similarly expected to be serviced and *'it is expected that the site will be delivered through a comprehensive approach, such as with a Registered Housing Provider.'*

7.157. DM1 – Size and Type of Housing, sets out clear expectations for threshold sites to deliver an *'appropriate mix of dwelling types and sizes that contribute to current and future housing needs and create mixed communities'.* The policy advises, that within all developments of 10 or more dwellings, the Council will require 50% of new dwellings to be constructed to meet requirements M4(2) (accessible or adaptable dwellings), of the Building Regulations 2015, or subsequent government standard. Developments of 30 or more dwellings are expected to meet the same requirement in respect of M4(2) and are also required to provide 5% of the new affordable dwellings as M4(3) (wheelchair user dwellings) in accordance with the Building Regulations 2015, or subsequent government standard. Further, the policy sets out a requirement for developments of more than 100 dwellings to deliver both requirements in respect of M4 (2) and M4 (3) and to deliver *'5% self-build homes which can include custom housebuilding'* as well as *'provision of Specialist Residential Accommodation taking account of local housing needs.*

7.158. DM2 – Affordable Housing and Rural Exception Sites, provides greater detail on the affordable housing requirements on threshold sites. The policy states that *'35% of the total number of residential units'* are to be *'provided and maintained as affordable housing'.* Further, to ensure that housing is meeting identified needs, the mix, size, type and cost are all to be informed by the most recent housing needs assessments; and groupings of affordable housing are to be planned carefully to avoid any over-concentration in particular locations. Planning obligations are to be used to ensure the housing remains affordable in perpetuity.

7.159. DM3 – Gypsy, Traveller and Travelling Showpeople Sites, sets out that the Council will make provision for the accommodation needs of Gypsy, Traveller and Travelling Showpeople who meet the national Planning Policy for Traveller Sites definition through sites allocated within the Local Plan. For such planning applications, the policy provides a clear list of criteria addressing the design of the site and impact upon existing communities, infrastructure and landscape, that the site must adhere to.

7.160. DM25 – Sustainable Buildings, seeks to ensure that all new dwellings incorporate sustainable design features including adherence to water efficiency standards and provision of Electric Vehicle charging points.

7.161. DM26 – Design Specification for Dwellings, seeks to ensure that all new dwellings adhere to the following:

- Achieve suitable privacy and living environment for residential occupiers; and
- Achieve sufficient private amenity space; and
- Achieve appropriate internal space through adherence to the Nationally Described Space Standards; and
- Provide appropriate and well-designed recycling and waste storage.

Supplementary Planning Documents & Planning Advice Note

7.162. The Planning Obligations SPD sets out the City Council's approach towards seeking planning obligations which are needed to make development proposals acceptable in planning terms. Chapter 5 of the document sets out the requirements in respect of affordable housing and wheelchair accessible homes.

7.163. The Housing Additionality: Affordable Housing for Rent Planning Advice Note provides guidance on two circumstances where the local planning authority would seek to address the under-supply of larger affordable homes for rent. The first, which applies to the Chelmsford Garden Community, relates to sites allocated for housing in the Local Plan and where the supply of residential accommodation is higher than set out in the Local Plan. The second relates to all development sites of 11 or more residential units where there is potential to increase the proportion of four-bedroom affordable homes for rent.

7.164. The Self-Build and Custom Build Planning Advice Note summarises the demand for self-build and custom-build homes to enable developers to have regard to this demand when planning to meet the requirement set out in Policy DM1 (c) (i) which requires 5% self-build homes within developments of more than 100 dwellings.

7.165. The Specialist Residential Accommodation Planning Advice Note summarises the need for specialist residential accommodation and provides a method for calculating a commuted sum in lieu of on-site specialist residential accommodation.

7.166. The Wheelchair Accessible Homes Planning Advice Note summarises the need for affordable wheelchair-accessible homes, using information from the Housing Register. The note shows the bedroom size of wheelchair accessible accommodation needed for households in the highest housing note and will next be updated in June 2026.

7.167. The Community-Led Housing Planning Advice Note encourages learning and understanding of this type of housing in the development industry and to enhance the role that communities can have in influencing increased provision of community-led housing.

Garden City Principles & DFD

7.168. The Garden City Principles provide an interconnecting framework for the delivery of high-quality places. Key principles that influence the provision of housing include:

- Land value capture for the benefit of the community.
- Community ownership of land and long-term stewardship of assets.
- Delivering mixed-tenure homes and housing types that are genuinely affordable
- Beautifully and imaginatively designed homes with gardens, combining the best of town and country to create healthy communities, and including opportunities to grow food.

7.169. The DFD embeds the garden city principles into the ethos and vision for the Chelmsford Garden Community.

7.170. The Garden Community seeks to create accessible, affordable and liveable villages. The aspiration is to deliver a varied mix of homes including net zero ready homes and homes for life, and ensure that everyone is connected, and that design is inclusive and adaptable.

7.171. The villages are to be inclusive, delivering a wide mix of homes of a variety of tenures, types and sizes, and which provide homes and places which are welcoming to all, catering to a range of needs and designed with connectivity and community in mind. Villages are to comprise streets with multiple functions, which are full of life and not of cars. Residents are to be connected through smart enabled homes and their properties fit for a carbon zero future.

7.172. 35% of the market dwellings within Chelmsford Garden Community are to be delivered as affordable housing with the mix of housing to be provided in accordance with the most up to date planning policies (presently Policies DM1 and DM2 of the Chelmsford Local Plan), the Strategic Housing Market Assessment (SHMA) and the Council's Housing Strategy. The Garden Community would also deliver appropriately accessible and adaptable housing, which meets the Building Regulations applicable at the time, as well as specialist housing. Financial contributions towards specialist housing it was noted, would be made, where appropriate, where the form of specialist housing would be better delivered in a city centre location for example. The Garden Community was also recognised as presenting *'an opportunity for the delivery of community-led housing'*.

Housing Provision within Zone 2

7.173. Zone 2 proposes to deliver up to 3,500 new homes (Use Class C3); being an outline application, this means that the final number of homes and proposed mix is not yet known.

Open Market Housing

7.174. The applicant whilst acknowledging that the precise dwelling numbers and mix of housing is not yet known, recognises that an appropriate mix of dwelling types and sizes which contribute to current and future housing needs will be required in accordance with Policy DM1.

7.175. The Council's Strategic Housing Needs Assessment (SHNA) Addendum (2024), as updated periodically , details a mix for open market dwellings based upon current need. The most up to date SHNA mix will be used at the point of submission of the reserved matters, in accordance with Policy DM1, to inform negotiations between the local planning authority and developers to determine the appropriate mix of housing.

Affordable Housing

7.176. 35% of new homes are required to be provided as affordable housing units in accordance with Policy DM2 and the specification set out within the Development Framework Document (DFD).

7.177. Given the viability work that has been undertaken in relation to the Local Plan Strategic Growth Site 6, it is understood that presently 35% affordable housing provision on Zone 2 is not achievable without rendering the scheme unviable. Utilising an approach whereby CIL is reinvested back into the scheme, it has been evidenced to the local planning authority's satisfaction that the provision of 19.8% affordable housing can be delivered within Zone 2 without rendering the scheme unviable.

7.178. The viability position will be subject to review throughout the scheme progression, and where an improvement in circumstances is identified, a clawback mechanism will facilitate provision of additional affordable housing on Zone 2, noting that the overall provision will not be required to exceed 35% of the total number of dwellings to be delivered on Zone 2. The matter is addressed further within the s106 Agreement, HIF & CIL section of the report.

7.179. The applicant understands that to comply with Local Plan Policy DM2, the mix, size, type and cost would need to meet the identified housing need of the Council's area as established by the SHNA, as updated periodically, and be appropriately weighted to ensure that the provision makes at least a proportionate contribution to the categories of greatest housing need.

7.180. The adopted Planning Obligations Supplementary Planning Document states that the 35% affordable housing provision is to be formed of 22% affordable rented dwellings with the balance of 13% provided as affordable home ownership housing.

7.181. The Planning Obligations Supplementary Planning Document (May 2026) seeks to require **24.5%** of the total number of dwellings within the development as either **social or affordable rented** accommodation – noting that where the calculation of 24.5% of the total number of dwellings to be provided as affordable housing for rent does not result in whole numbers, it should always be rounded up in order to achieve the required 24.5%. The balance of **10.5%** is then to be provided as **shared ownership** housing. The figures are reflective of the evidence that has emerged through the Strategic Housing Needs Assessment 2024 Addendum, which at this point in time, contains the most up-to-date evidence on housing need within the Local Authority area.

7.182. Following discussions with the consortium regarding the viability position of the scheme, the local planning authority have resolved to protect the provision of appropriate affordable housing, and in this respect, it has been agreed that adopting a split reflective of the latest housing need evidence is the most appropriate way forward to support the viability of the scheme and to best address the housing needs of the Local Authority area.

7.183. The affordable housing provision on Zone 2 will be split 70%:30% affordable rented to shared ownership dwellings respectively; this is the mix reflected within the viability position as set out within the s106 Agreement, HIF & CIL section of the report.

7.184. The bedroom mix is not specified within this outline application; however, it is acknowledged that initial discussions with the developer surrounding the affordable housing mix included the potential requirement to adapt the affordable rented bedroom mix in accordance with the Housing Additionality Planning Advice Note. The development will adhere to the latest evidenced housing need, which as stated above is set out within the Strategic Housing Needs Assessment 2024 Addendum, based on this it is not considered appropriate to apply the Housing Additionality Planning Advice Note to the bedroom mix.

Accessible and Adaptable Housing

7.185. Local Plan Policy DM1, supported by the Planning Obligations Supplementary Planning Document, requires 5% of new affordable dwellings to be delivered as wheelchair accessible dwellings in compliance with Building Regulations standard M4(3)(2)(b), or subsequent government standard. The wheelchair accessible dwellings are to be delivered as part of the affordable housing for rent provision; for a scheme of 3,500 dwellings, and assuming a static 19.8% affordable housing provision, this equates to 35 dwellings which would need to meet this standard. Noting that viability circumstances may change through the course of development, this figure could raise to 62 dwellings should the site become viable to deliver 35% affordable housing provision

7.186. The Council's Wheelchair Accessible Housing Planning Advice Note sets out the profile of need for wheelchair user dwellings. The note uses information based on the number of households on the Council's Housing Register, which require wheelchair accessible housing, are in the greatest priority, and considered to be in urgent need of rehousing. The latest profile of need available at the time of submission of the reserved matters would be used to inform the bedroom mix of the wheelchair accessible dwellings.

7.187. Policy DM1 also requires 50% of the total number of dwellings to be constructed to meet requirement of M4(2) of the Building Regulations (accessible or adaptable dwellings), or subsequent government standard; for a scheme of 3,500 dwellings, this equates to 1,750 dwellings which would need to meet this standard.

7.188. The application submission indicates an acceptance of the requirements in relation to accessible and adaptable dwellings.

7.189. Further, the 2023 SHNA recommends that the Council seeks a proportion (up to 5%) of all new market homes to be M4(3) compliant to meet the identified need. The 2023 SHNA demonstrates a clear correlation between the age of a household reference person and the likelihood of there being a wheelchair user in the household, therefore it is logical that this need is met through older persons housing. The recommendation is reflected within the emerging Local Plan Policy DM1, which requires on sites of 500 dwellings or more, 10% of market housing to be provided for Older Persons. The applicant has indicated that, whilst the policy is not adopted currently, they are willing to provide up to 5% of market units at M4(3) specification.

Self-Build and Custom Housebuilding

7.190. Local Plan Policy DM1 states that within all developments of more than 100 dwellings the Council will require 5% self-build homes, which can include custom housebuilding. The application confirms that 5% of the 3,500 homes (175 units) will be delivered as custom build and that the opportunity for community-led housing will also be explored. The Design and Access Statement identifies areas for the self-build and custom housebuilding in Parcel R09 (Phase 3 of development) and Parcels R14 and R18 (Phase 6 of development.

7.191. The provision of these units would be secured through the s106 Agreement. A condition is also recommended to require that a masterplan of the custom / self-build homes to be provided within the relevant development parcel(s) be submitted and approved by the local planning authority prior to the submission of the reserved matters. The masterplan is to include Plot Passports for each custom / self-build home, which are to adhere to the design principles outlined within the Detailed Design Code (secured by Condition 21 – Detailed Design Code).

Applications for approval of reserved matters for the scale, massing, appearance and landscaping for each custom / self-build home are to then accord with the masterplan and Plot Passports approved under Condition 8 – Custom / Self-Build Homes Masterplan & Plot Passports.

Specialist Residential Accommodation

7.192. Local Plan Policy DM1 requires the provision of specialist residential accommodation, taking account of local housing needs. The Planning Obligations Supplementary Planning Document states that at the time a formal application is submitted, the Council will consider the specialist residential accommodation needs identified in the Council's Housing Strategy as well as the latest assessments of need.

7.193. The Council's Specialist Residential Accommodation Planning Advice Note refers to the latest assessment of housing need which has informed the Council's Housing Strategy. The note identifies that the greatest specialist residential accommodation housing need is for *'(i) those experiencing/fleeing domestic abuse, (ii) homeless persons with mental health issues requiring support, and (iii) young people leaving care or otherwise vulnerable.'*

7.194. The Planning Advice Note outlines that securing a commuted sum, in lieu of on-site provision, allows flexibility in the location of these dwellings and also enables the ability to align revenue funds to match the capital contribution towards the identified need, whilst meeting the requirements of Local Plan Policy DM1 in relation to specialist residential accommodation.

7.195. The applicant has confirmed that they will meet the Local Plan Policy requirement through the provision of a commuted sum in lieu of on-site provision. The applicant understands that the commuted sum would be calculated as per the methodology set out within the Specialist Residential Accommodation Planning Advice Note. The provision will need to be secured through the s106 Agreement.

Older Persons Accommodation

7.196. A C2 use provision of up to 7,500sqm (GEA) has been proposed within the application, whilst there is no specific location identified for this use given the length of the build-out for the development, the applicant has requested flexibility to deliver this type of provision should the need for C2 provision arise.

7.197. The applicant understands that should a need for C2 use class exists then it would be identified by Essex County Council within their Market Position Statement (or equivalent subsequent publication) or within Chelmsford City Council's Housing Strategy (or equivalent subsequent publication).

7.198. The applicant understands that upon submission of a C2 use class scheme, the local planning authority would review the detail of the proposal to determine whether provision consists of independent dwellings or not and review the use against the identified need. Should the C2 provision be determined to contain independent self-contained dwellings, then each of the units would be counted as a residential unit contributing to the scheme and the appropriate policy obligations would apply. Should there be no identified need for affordable units within the proposed C2 provision, then any affordable units within this provision would not be counted towards the 35% affordable housing policy obligation for which the site is required to deliver.

Gypsy and Traveller / Travelling Showperson Provision

7.199. Having extensively explored a number of potential locations, the appropriate location for Gypsies and Travellers / Travelling Showpersons as required by Strategic Growth Site Policy 6, was agreed as part of the Stage 1 Masterplan and is shown within the Development Framework Document as falling within Zone 2 of the Chelmsford Garden Community.

7.200. The Adopted Local Plan required the provision of 10 Travelling Showperson plots; however, the emerging Review of the Local Plan has sought to amend this requirement to the provision of 10 Gypsy and Traveller pitches considering the identified pressing need detailed within the Gypsy and Traveller Accommodation Assessment 2024. The applicant has provided confirmation that the intended provision will be for a 10 pitch Gypsy and Traveller site.

7.201. Chelmsford Garden Community Council have commented that since there is existing provision for gypsy and travellers at Drakes Lane, they consider that the provision within the development should remain for travelling show people to meet that local need. The emerging Review of the Local Plan, as discussed, has sought to amend the requirement to the provision of 10 Gypsy and Traveller pitches to reflect the identified pressing need detailed within the Gypsy and Traveller Accommodation Assessment 2024.

7.202. The Illustrative Masterplan associated with the planning application identifies the proposed location of the Gypsy and Traveller site to be within the northern portion of the site, east of the CNEB and west of the Dukes Wood Nature Park. Spatially, the illustrative masterplan provides a suggested layout for the Gypsy and Traveller Site, whereby it can be seen that 10 pitches, a site office and children's play area can be reasonably accommodated within an appropriately bounded site.

7.203. Noting that the Illustrative Masterplan is indicative only, the applicant understands that the site will need to accord with the requirements within Local Plan Policy DM3 which states:

When considering planning applications for Gypsy [&] Traveller ….. accommodation, planning permission will be granted where all of the following criteria are met:

(i) the site is not in the Green Belt, unless there are very special circumstances; and
(ii) adequate community services and facilities are within reasonable travelling distance; and
(iii) the site is of sufficient size to accommodate the proposed number of caravans, vehicles and ancillary areas; and
(iv) there is no significant adverse impact on the intrinsic character and beauty of the countryside; and
(v) the site would not lead to the loss of, or adverse impact on, important historic and natural environmental assets; and
(vi) there is no significant risk of land contamination or unacceptable risk of flooding; and
(vii) the site provides a suitable living environment for the proposed residents and there is no significant adverse impact on the amenity of nearby residents; and
(viii) safe and convenient vehicular access to the local highway network can be provided; and
(ix) essential services (water, electricity and foul drainage) are available on-site or can be made available on-site.

7.204. The local planning authority is satisfied that the proposed location of the site would comply with parts (i) and (ii) given there is no Green Belt designation within the area and community facilities

are to be provided in the neighbouring Willow Hill Village Centre which is anticipated to be within a 15 minute walk.

7.205. Since the site location is currently undergoing mineral extraction, development of a Gypsy and Traveller Site is also seen to comply with parts (iv), (v) and (vi) of Policy DM3.

7.206. Parts (iii), (vii), (vii) and (ix) would be addressed through the detailed design of the Gypsy and Traveller Site at reserved matters stage. The applicant understands the site is required to accord with all parts of Policy DM3 and that the design of the site would need to further accord with the specifications set out within the Consultation Draft Planning Obligations Supplementary Planning Document which addresses in more detail:

- On-site services and utilities required
- Drainage
- Amenity Green Space provision
- Tree planting
- Site Office specifications
- Safety and security, including fire safety measures
- Boundary treatment
- Highways access
- Parking provision, including EV charging points
- Amenity building specifications
- External storage and recycling and waste provisions
- On-site energy generation

Planning Obligation

7.207. Up to 35% of the total units would be provided and maintained as affordable housing (subject to viability) split as 70% affordable rent or social rent (broken down by unit size) and 30% as shared ownership. The bedroom mix for the social/affordable rent element would need to accord with the Council's latest Strategic Housing Needs Assessment mix.

7.208. 5% of the new affordable dwellings would be required to be delivered as wheelchair accessible dwellings in compliance with Building Regulations standard M4(3)(2)(b), or subsequent government standard; based on 3,500 dwellings this equates to the provision of between 35 and 62 dwellings, dependent upon the determined affordable housing provision.

7.209. An affordable housing scheme would be required to address phasing, delivery and mix for each phase. Monitoring the affordable housing can also be reported to the CGC Progress Delivery Group, which will be established via the Planning Framework Agreement.

7.210. The provision of self/custom build dwellings would be required at 5% of the total number of all units, which equates to 175 dwellings.

7.211. A contribution for specialist residential accommodation per dwelling, calculated as per the methodology set out within the Specialist Residential Accommodation Planning Advice Note would be secured.

7.212. A condition is recommended requiring the applicant to obtain approval to a Detailed Design Code – see Condition 21 – Detailed Design Code. The Planning Framework Agreement requires the Detailed Design Code to be produced in broad conformity with the approved Site Wide

Design Principles Document (SWDPD) and for progress of the development in relation to the delivery of the design code principles and operation of the SWDPD to be reported and monitored through the forum of the Progress Delivery Group. The applicant will be required to obtain approval to a masterplan for custom/self-build homes which shall include plot passports for each custom/self-build home to adhere to the design principles outlined in the approved Detailed Design Code – see Condition 8 – Custom / Self-Build – Masterplan & Plot Passports.

Conclusion

7.213. The housing provision within Zone 2 as documented in the Planning Statement and Design and Access Statement is considered acceptable and in line with the requirements and expectations of the NPPF, the policies of the Chelmsford Local Plan, the Planning Obligations SPD, the Wheelchair Accessible Housing Planning Advice Notes, the Garden City Principles and the DFD. The expectation is that the new homes will be compliant with the Nationally Described Space Standards as required by Policy DM26 and the Development Standards set out at Appendix B of the Local Plan, unless site specific issues dictate otherwise; these detailed matters would be considered as part of the future reserved matters.

Design & Character – Approach
Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 5 – Strategic Infrastructure, 6 – Local Infrastructure, 7 – Protecting & Enhancing the Natural and Historic Environment, 8 – Creating Well Designed & Attractive Places and Promoting Healthy Communities
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S3, S4, S7, DM24

Policy Position
NPPF

7.214. The NPPF (2024) states that the creation of high quality, beautiful and sustainable buildings and places is fundamental to what the planning and development process should achieve. Good design is a key aspect of sustainable development and the creation of better places in which to live and work.

7.215. Paragraph 135 states that *'planning policies and decisions should ensure that developments:*

a) will function well and add to the overall quality of the area, not just for the short term but over the lifetime of the development;
b) are visually attractive as a result of good architecture, layout and appropriate and effective landscaping;
c) are sympathetic to local character and history, including the surrounding built environment and landscape setting, while not preventing or discouraging appropriate innovation or change (such as increased densities);
d) establish or maintain a strong sense of place, using the arrangement of streets, spaces, building types and materials to create attractive, welcoming and distinctive places to live, work and visit;
e) optimise the potential of the site to accommodate and sustain an appropriate amount and mix of development (including green and other public space) and support local facilities and transport networks; and create places that are safe, inclusive and accessible and which promote health and well-being, with a high standard of amenity for existing and future users; and where crime and disorder, and the fear of crime, do not undermine the quality of life or community cohesion and resilience.'

7.216. Local planning authorities are expected to *'make appropriate use of, tools and processes for assessing and improving the design of development'* (paragraph 138) and *'provide maximum clarity about design expectations'*, including the use of *'design guides or codes consistent with the principles set out in the National Design Guide and National Model Design Code'* (paragraph 133).

Adopted Chelmsford Local Plan

7.217. Strategic Growth Site Policy 6 (North-East Chelmsford) requires all proposals to accord with a masterplan approved by the Council and to comply with the site masterplanning principles outlined under the headings Movement and Access, Historic and Natural Environment and Design and Layout.

7.218. Policy DM24 (Design and Places Shaping Principles in Major Developments) requires all new major development to be of high quality built form and urban design. It requires all new major development to reflect the following principles:

- Respect the historic and natural environment of biodiversity and amenity interests through the provision of a range of green spaces
- Respond positively to local character and context to preserve and enhance the quality of existing communities
- Provide buildings that exhibit architectural quality
- Create well-connected places that prioritise the needs of pedestrians, cyclists and public transport services above the use of the private car
- Where possible, provide a mix of land uses and densities with well-defined public and private spaces
- Encourage site design and individual building design that minimises energy consumption and provides resilience to a changing climate
- Create attractive, multi-functional, inclusive, overlooked and well-maintained public realm, and enhance the setting of existing public realm
- Embed public art as an integral part of proposals
- Provide streets and spaces that are overlooked, active and promote inclusive access Include parking facilities that are well integrated as part of the overall design
- Provide public open space and contribute to green infrastructure
- Retain existing trees and other landscape features where appropriate and explore opportunities for new tree planting
- Provide opportunities to promote healthy living and to improve health and wellbeing.

7.219. The policy also requires, in accordance with the requirements of the NPPF, the use of masterplans and design codes for strategic scale developments.

Garden City Principles & the DFD

7.220. The TCPA Garden City Principles were established using the key elements that have made the Garden City model of development so successful. Collectively, these form a framework for the delivery of high-quality places. The principles include creating beautifully and imaginatively design homes with gardens, combining the best of town and country to create healthy communities, enhancing the natural environment to provide a comprehensive green infrastructure network, integrated and accessible transport systems with walking, cycling and public transport designed to be the most attractive forms of local transport, and strong cultural, recreational and shopping facilities in walkable, vibrant, sociable neighbourhoods.

7.221. The DFD, which forms part of the Stage 1 Masterplan, embeds the TCPA Garden City Principles into the ethos and vision of the Chelmsford Garden Community; these have been distilled into five pillars:

1. Rewilding Everyday Life
2. Participatory Governance
3. Promoting Active Travel
4. Inclusive Villages
5. 15 Minute Neighbourhoods

7.222. The ambition for Chelmsford Garden Community is that it becomes exemplary. The creation of a high quality, beautiful and sustainable new community is dependant not only on the achievement of each of the key components outlined within national and local policy, but also on how the delivery of these components is achieved collectively and are integrated to deliver distinct neighbourhoods and memorable places that function well, are visually attractive and support improved health and wellbeing.

7.223. The outline planning application builds upon the agreed series of indicative frameworks and supporting studies set out within the DFD. The proposals provide greater clarity, and define the key characteristics of the development, such as the landscaping, the building parcels and movement strategy, and present these within a set of Parameter Plans that will direct subsequent detailed applications. The layout principles that have informed the proposed Parameter Plans respond directly to the vision and ethos for the Chelmsford Garden Community as outlined in the DFD.

Movement – Prioritising Walking, Cycling and Public Transport

7.224. The DFD included a significant target of at least 60% of trips originating from CGC to be undertaken by non-car and active modes of travel. Realising the target, necessitates placemaking that fundamentally reduces reliance on the private car. The outline proposals comply with the comprehensive network of high-quality active travel routes set out within the DFD, that will provide coherent, direct, safe, comfortable and attractive routes to key destinations and connections within and beyond CGC.

7.225. The proposals are discussed in detail within the 'Movement & Trasport' section of the report, but it is important to recognise that the design approach to movement, including the provision of active travel routes and public transport has been integral to the preparation and consideration of the outline proposals. The structure of routes takes advantage of key land uses and landscape features to provide a hierarchy of options. Safe, well overlooked and direct routes for pedestrians and cyclists are provided between the key destinations, with additional off-street leisure routes offering residents and visitors many options for getting around.

7.226. The routes also present significant opportunities through the treatment of the built form to define key frontages, gateways and focal spaces that will help to establish a strong sense of place. Further detail will be outlined within the Detailed Design Code/s that will be required ahead of the approval of any relevant reserved matters applications.

Landscape - Local Character, History and Landscape Setting

7.227. The proposed Green Infrastructure Strategy forms a key component of the outline proposals and reflects the CGC wide approach outlined within the DFD. The proposals include a

comprehensive network of landscape spaces that offer multiple benefits including a positive response to the landscape setting and existing site features, enhancing biodiversity, providing space for recreation and play, respecting heritage assets and providing an attractive setting for active travel routes.

7.228. The proposals will be discussed in detail within the 'Green & Blue Infrastructure' section of the report. The Green Infrastructure Strategy is however an integral part of the proposal and will have a significant influence on character and identity of the development. The most significant components of the strategy are Park Farm Meadows and Duke's Wood Nature Park, which will provide two of the Garden Community's three destination parks. The destination parks are supported by a network of greenways, which extend throughout the site, linking to other similar green corridors within the adjacent zones. The greenways will serve as both active travel and biodiversity links, whilst also providing a heritage trail linking local heritage assets to reference and celebrate the area's history.

7.229. The relationship between these landscape spaces and the development parcels will be hugely important. The landscape spaces themselves, and relationship with the built form, will be a key consideration for the Detailed Design Code/s that will be required ahead of the approval of any relevant reserved matters applications.

Built Form - Sense of Place

7.230. The DFD masterplan comprises a series of linked, but distinct neighbourhoods, or villages, each of which has its own identity and character; these are outlined in detail at pages 128 to 158 of the DFD. Zone 2 includes three of these, Park Farm Village, Willow Hill Village, and Hawthorn Village.

7.231. The submitted Design and Access Statement (DAS) provides further information regarding these character areas with a further character area defined for Duke's Wood Nature Park.

7.232. The DAS also provides additional information on the Park Farm Community Hub, Village Centres, the schools, and the Willow Hill Employment Hub. The features described for each character area include Density, Land Uses, Building Heights, Urban Grain, and Building Typologies. An overview of each area has been provided below.

Park Farm Village (North)

7.233. The northern section of Park Farm Village contains the Village Centre, which will be a key focal point within the Chelmsford Garden Community providing a rich mix of community and commercial uses clustered around pocket squares and the new All Through School. The centre also includes the village hall, which together with the stewardship office will establish Park Farm Village as the administrative and civic centre of the Garden Community. The village centre is intended to provide a distinctive and vibrant core to the Garden Community and is located on the alignment of important primary active travel routes, which extend both north-south, and east-west, and provide high quality walking and cycling routes to areas within and beyond the Garden Community. The primary mobility hub within the village centre is intended to serve as an important transport interchange. The approach to townscape reflects this, with higher density development and greater building heights arranged in formal blocks which will frame and enclose vibrant civic scale spaces.

Park Farm Village (South)

7.234. The southern section of Park Farm Village includes the parcels south of the Village Centre, north of Beaulieu Parkway and west of the Chelmsford North-East Bypass. The history of the landscape plays an important role in defining the character of this area; while much of the existing landscape will be impacted by the planned mineral extraction, the scheme proposes to introduce landscape features to mark the geometry of New Hall's historic Park Pales and Northern Ride. Park Farm (now listed) is retained and will provide a community hub forming the focal point of a new green that sits at the centre of these southern parcels. The development will be of a lower density with a looser urban grain in response to the listed building and landscape features except for buildings fronting the Ride, which will be arranged more formally, to address the linear space, with continuous frontages and key nodes and intersections marked by apartment buildings. Two crossing points over Beaulieu Parkway will also provide direct connections to Beaulieu and its local facilities, and to Beaulieu Park Railway Station.

Willow Hill Village

7.235. Willow Hill Village sits on the northern edge of the Garden Community between the Chelmsford North-East Bypass and Domsey Lane. The village is supported by a village centre located just south of the Northern RDR. The structure of parcels reflects the historic field pattern, which includes a distinctive double avenue of trees that is retained at its centre linking to a wider network of greenways. The application of scale and density varies across the village, reflecting the changing land uses and landscape context. A greater degree of scale and density within the village centre is proposed adjacent to the Northern RDR and Chelmsford North-East Bypass with lower density loose grid parcels located to the south, and west, near to areas of open space and the boundary with properties on Domsey Lane. A distinctive characteristic of Willow Hill is to be derived from the marker spaces within the village centre, with buildings reflecting the character of past farm buildings fronting the pedestrian square and primary school. An employment hub is located north of the Northern RDR with a pedestrian crossing linking the employment uses with the village centre.

Hawthorn Village

7.236. Hawthorn Village is located to the east of the Chelmsford North-East Bypass and will come forward in the last phases of the Garden Community. The character area sits on the edge of Duke's Wood Nature Park and is surrounded by expanses of countryside. A key component of the village is the bridges over the bypass, which connect it with Park Farm Village and the remainder of the Garden Community. The important connections link to a series of greenways, which provide high quality and attractive routes, giving residents access to key destinations and open space. The village is supported by a village centre including a primary school. The approach to this area is dependent on the future of the T2 Hanger and Romey Hut. Subject to their condition and long-term viable use, these structures are intended to provide distinctive features of the village centre reflecting the history of the site. Higher density parcels and greater building heights are provided around the village centre and near to the bypass bridges, with more informal, lower density, lower scale development, provided to the eastern and southern parcels on the edge of the Garden Community.

Duke's Wood Nature Park

7.237. Duke's Wood Nature Park will form one of three destination parks to be delivered across the Garden Community, providing a significant area of public open space. The landscape restoration following the current mineral extraction will establish a substantial new lake at the heart of this space. New woodlands will be planted around the lake, with walking and cycling routes provided

and new habitats created. South and east, the nature park will be framed by low density lakeside dwellings sitting on the edge of Hawthorn Village. The wood and parklands will extend into Hawthorn Village by way of a network of greenways. The lake facing frontage will consist of detached and semi-detached dwellings with the lower density in this location helping to soften the transition between the vibrant Hawthorn Centre and the quieter Duke's Wood. Green boundaries, and a limited use of roads, will provide a sensitive interface between the residential parcels and the park.

Ensuring High Quality Design

7.238. The Parameter Plans establish key design parameters for the development, acting as a framework for the future reserved matters applications; in addition, Condition 21 – Detailed Design Code has been included requiring the submission and approval of Detailed Design Code/s. The condition reflects the requirements of both the NPPF and Local Plan policies. The Detailed Design Code/s must be submitted and approved prior to the approval of any relevant Reserved Matters submissions. The condition specifies the required content of the Design Code/s, which includes the components identified with the National Model Design Code and key additional items such as Public Art.

7.239. The components would be combined and presented within a scalable Regulatory Plan and supported by a Detailed Design Code Compliance Checklist, which will assist users in identifying where provisions of the code apply and ensuring that the future reserved matters submissions can be easily assessed ensuring that they adhere to the code and achieve the high quality of urban design required.

7.240. CGC wide co-ordination will be maintained by the Site Wide Design Principles Document (SWDPD). The document describes key aspects of site wide co-ordination which are to be considered when preparing individual Detailed Design Codes and subsequent Reserved Matters applications. The document, which is agreed and appended to the Planning Framework Agreement, addresses the interface between the different CGC Zones and describes the requisite integration between them in terms of connectivity. The SWDPD also highlights the need for a consistent design approach to various common elements of site wide infrastructure and repeated components of public realm.

7.241. The Detailed Design Codes, and in turn the reserved matters applications would need to demonstrate recognition of the principles set out in the SWDPD. The SWDPD is intended to inform the production of the Detailed Design Codes and to enable subsequent Detailed Design Codes to be prepared for different parts of CGC which will vary in their size and content but would be consistent in their objectives and how they stipulate design quality. Compliance with the SWDPD has been secured through the Planning Framework Agreement.

Planning Obligation

7.242. A condition is included requiring the applicant to obtain approval to a Detailed Design Code – see Condition 21 – Detailed Design Code. The Planning Framework Agreement requires the Detailed Design Code to be produced in broad conformity with the approved Site Wide Design Principles Document (SWDPD) and for progress of the development in relation to the delivery of the design code principles and operation of the SWDPD to be reported and monitored through the forum of the Progress Delivery Group. The Detailed Design Code would be required to address the site-wide objectives for public art.

7.243. The s106 Agreement would require preparation of a Public Art Strategy and production of a Public Art Delivery Plan providing detailed information about the public art programme.

Conclusion

7.244. The outline application adheres to, and builds upon the strategies presented in the DFD. The proposals establish a strong interlinked framework of parameters informed by comprehensive strategies which will provide the foundation of an exemplar development. The proposals embed the vision for CGC and five pillars. The recommended condition requiring the submission Detailed Design Codes, would facilitate further guidance and requirements, which will maintain a high standard of design quality over the lifetime of the development, ensuring that the development and neighbourhoods within them, establish a distinct sense of place, in keeping with the Garden City Principles. Further assurance, through the SWDPD and the PFA would also ensure that design decisions are taken with reference to, and in co-ordination with the wider Garden community. The proposals meet the requirements of the NPPF and Local Plan with regards to Design Quality with the recommended conditions.

Movement & Transport
Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 5 – Strategic Infrastructure, 6 – Local Infrastructure.
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S1, S9 & S10 DM Policies: DM24.

Policy Position
NPPF

7.245. Paragraph 20 (b) of the NPPF states that strategic policies should set out the overall strategy for infrastructure for transport.

7.246. Chapter 9 of the NPPF seeks to promote sustainable transport. Paragraph 109 (e) states that transport issues should be considered from the earliest stages of plan making and that plans and proposals should identify and pursue *'opportunities to promote walking, cycling and public transport use'*. Paragraph 111 (d) goes on to require that policies *'provide for attractive and well-designed walking and cycling networks.'*

7.247. Paragraph 115 of the NPPF states that when assessing proposals, it should be ensured that *'sustainable transport modes are prioritised'* and that *'safe and suitable access to the site can be achieved for all users'.*

7.248. The NPPF advises that in order to achieve sustainable transport, applications for developments should achieve a series of measures (paragraph 117). Criteria (a) sets out a hierarchy of transport modes; it states that proposals should *'give priority first to pedestrians and cycle movements, both within the scheme and with neighbouring areas; and second - so far as possible - to facilitating access to high quality public transport, with layouts that maximise the catchment area for bus or other public transport services, and appropriate facilities that encourage public transport use.'* Criteria (c) states that developments should *'minimise the scope for conflicts between pedestrians, cyclists and vehicles'*. Criteria (e) states that development should *'be designed to enable charging of plug-in and other ultra-low emission vehicles in safe, accessible and convenient locations'*.

7.249. The NPPF defines Sustainable Transport Modes as *'any efficient, safe and accessible means of transport with overall low impact on the environment, including walking and cycling, ultra-low and zero emission vehicles, car sharing and public transport'.*

National Government Guidance LTN1/20

7.250. The Government issued Local Transport Note LTN1/20 - Cycle Infrastructure Design in July 2020. The purpose of the note is to provide guidance and good practice for the design of cycle infrastructure. The guidance sets out five core design principles for routes and networks which are essential to achieving more people travelling by cycle or on foot. The five principles state that routes should be coherent, safe, direct, comfortable and attractive. Inclusive design and accessibility should run through all five of these core principles and developments should be designed to meet the needs of the broadest range of people and be accessible to vulnerable pedestrians.

7.251. The LTN1/20 Guidance also sets out a number of summary principles, which are intended to help to deliver high quality infrastructure and the five core principles. The summary principles state that cycling infrastructure should be:

- Accessible to everyone
- Separated from pedestrians on urban streets
- Separated from motor vehicles
- Designed for a significant number of cyclists
- Connected to create a holistic and connected network
- Easy and comfortable to ride
- Free flowing and direct
- Legible, easy to use and consistent

7.252. The LTN1/20 Guidance details the design principles and processes to be followed when developing new cycle routes. The Garden Community development has been constructed to comply with the principles and guidance set out in LTN1/20.

Adopted Chelmsford Local Plan

7.253. Strategic Policy S1 - The Spatial Principles seeks to ensure that development is served by the necessary infrastructure and that it utilises existing and planned infrastructure effectively.

7.254. Strategic Policy S9 - Infrastructure Requirements - states that new development must be supported by the provision of infrastructure, services and facilities that are identified as necessary to serve its needs, this includes ensuring that development is supported by sustainable means of transport to serve its need including walking, cycling and public transport modes.

7.255. Strategic Policy S10 – Securing Infrastructure and Impact Mitigation - sets out the need for infrastructure to be provided in a timely and, where appropriate, phased manner to serve the occupants and users of the development. Mitigation measures must be agreed with the local planning authority, in cases where development requires additional infrastructure capacity, so as to be considered acceptable. Mitigation measures may include on site provision, or financial contributions where appropriate.

7.256. Policy DM24 - Design and Place Shaping Principles in Major Developments states that all new major developments should create well connected places that prioritise the needs of pedestrians, cyclists and public transport service over cars; it states that parking facilities should be well integrated as part of the overall design.

7.257. Strategic Growth Site Policy 6 seeks to ensure that the Garden Community provides an effective movement strategy within the site that includes pedestrian, cycle and where appropriate bridleway connections. The policy states that there should be measures to enable travel by sustainable modes and which offer choice for people by non-car means.

Garden City Principles & the DFD

7.258. The Town and Country Planning Association Garden City Principles are an indivisible and interlocking framework for the delivery of Garden Communities. The principles seek to deliver integrated and accessible transport systems with walking, cycling and public transport designed to be the most attractive forms of local transport.

7.259. The DFD identifies the promotion of active travel as one of the key pillars of the Garden Community. A key target for the development is for at least 60% of all trips generated within the development to be made by non-car and active modes of travel. The Garden Community proposes to maximise trips by bus and create a culture of bus travel by locating bus stops within a 400m walk of every dwelling. The masterplan also requires the development to deliver a connected and safe movement network for pedestrians and cyclists which would help to maximise trips by active modes. The DFD notes that car ownership is to be discouraged with parking within the development minimised. Shared car club parking spaces would be delivered on site and provided within 400m of every home. The masterplan also notes that the development would contain mobility hubs which would cluster together transportation services. The DFD sets a target that the mobility hubs are to be located within 800m of every home.

Site Wide Approach to Movement & Transport & the Infrastructure Delivery Plan

7.260. Integrated and accessible transport systems, with walking, cycling and public transport designed to be the most attractive forms of local transport are a key principle of delivering a successful Garden Community. The vision for the Garden Community embraces this principle. A key concept advanced through the masterplan is the 15 minute walkable neighbourhood; by carefully positioning village centres and developing a strong network of new pedestrian and cycle routes within the Garden Community, residents should be able to access a range of services and facilities by walking or cycling. Additional work was undertaken as part of the Stage 1 Masterplan to test the number of dwellings which would be within a 10 minute walk (one way) of the village centres, as that is the distance recommended by the TCPA; in this respect, it is of note that most properties would be within this walking distance.

7.261. A sustainable Garden Community cannot be predicated on the use of the car, the development in this respect is underpinned by a modal share target of at least 60% of all trips originating within the development to be by non-car means upon completion of the scheme. Active modes of travel represent the majority mode of travel for trips within the Garden Community; these account for walking, include wheelchair and mobility scooter use, cycling, including e-bikes, tricycles and adapted bikes and other user propelled micro-mobility options. The target is to be realised through a comprehensive, inter-connected, direct and secure network of new pedestrian and cycle routes within the Garden Community, but of equal importance, to key destinations outside of the development, this includes the city centre, Broomfield Hospital,

Anglia Ruskin University, Beaulieu Park Railway Station, Beaulieu Exchange (employment area) and the Springfield Business Park.

Active Travel Network

7.262. The promotion of active travel was a significant component of the DFD and Stage 1 Masterplan and was embedded within the vision and ethos for the planned Garden Community. The approach was reflected within the CGC key targets, which included the achievement of 60% of trips within the development to be undertaken by non-car and active modes of travel and the creation of 15-minute villages.

7.263. The DFD established a robust framework and movement strategy. Considerable time and focus was given to the movement network, establishing a series of primary and secondary active travel routes, considering the position of those routes, their function, the destinations they serve and ensuring that they would be as direct as practically possible, avoiding scenarios where pedestrian and cycle routes would be interrupted, or take users off clear desire lines and force them to stop, or navigate awkward junctures; these were presented on pages 63 and 64 of the DFD. The site-specific applications are required to reflect this.

Internal Routes including Bridleways

7.264. The internal structure of routes provides a loose grid of primary and secondary routes, which have been arranged to connect key facilities and destinations within the Garden Community and provide direct routes to proposed, and existing off-site connections, beyond the development. The network of routes generally run north-south and east-west, but respond to existing landscape features and constraints, such as Domsey Lane and the Chelmsford North-East Bypass. The framework supports the delivery of a coherent network of high-quality routes, which would vary in character, including provision within primary streets and routes that utilise greenways, or pass through open space.

7.265. The distribution of primary and secondary routes ensures that every development parcel within CGC is located within close proximity of high-quality active travel provision, with coherent, direct, comfortable and attractive routes to local facilities, open space and off-site connections beyond the development.

7.266. A circular bridleway route was previously secured via the Beaulieu development to the south. The existing route would be connected to a newly proposed multi-user route leading up to, and around the Dukes Wood Nature Park to be delivered within Zone 2. Provision of the route would mean that equestrians would be able to ride from Broomfield, across Essex Regiment Way via the Pegasus crossing at Bridleway 18 Broomfield through the Beaulieu development to one of the Garden Community's key destination parks.

Off-Site Routes

7.267. The Stage 1 Masterplan also included the provision of new off-site active travel routes and improvements to existing off-site routes required for the delivery of the Garden Community. The off-site works are equally crucial to the achievement of the shared vision and ethos of the Garden Community and ambitious model share target.

7.268. The required improvements and new routes identified within the Stage 1 Masterplan ensure that the new zones within the Garden Community would have excellent connections to other

urban areas nearby, such and Beaulieu, Channels, Springfield and Broomfield, and important facilities such as the new Beaulieu Park Railway Station and Broomfield Hospital.

7.269. The off-site active travel improvements have been detailed within the IDP and include:

- C11a, C11b & C11c Essex Regiment Way Sustainable Transport Corridor (ERWSTC)
- C13 Chelmer Valley Road Cycle Measures
- C14 Broomfield Corridor (via Mill Lane)
- C15 Direct Corridor to Broomfield Hospital
- C16 RDR Roundabout 3 Toucan Crossing
- C17 RDR Roundabout 4 Pedestrian/Cycle Crossing
- C19 Cycle and Pedestrian Footbridge over Essex Regiment Way
- C20 Improvements to Bridleway 55 Little Waltham
- C23 New Pedestrian/Cycle bridge over Chelmsford North-East Bypass (Southern)
- C24 New Pedestrian/Cycle bridge over Chelmsford North-East Bypass (Northern)
- C25 Chelmsford North-East Bypass Mineral Conveyor Bridge Upgrade to Multi-model Bridge
- C32a RDR Toucan Crossing to Generals Lane
- C41a Wayfinding Signs within Beaulieu
- C41b Active Travel Improvements within Beaulieu towards Station and Neighbourhood Centre
- CA1 Improvements to Bridleway 18
- CA2 Active Travel Link Between Zone 2 and Belfry Crescent
- CA3 Cranham Road Pedestrian Safety Scheme

Bus Strategy (IDP Item C1)

7.270. The DFD seeks to deliver a well-integrated and high quality bus service, which makes bus travel a viable and preferable alternative to the private car. Bus stops would be targeted to be within a 400m walking distance of every dwelling in order to achieve this aspiration and make bus travel an attractive option. The buses within the Garden Community would also be given a competitive advantage over the private car through the incorporation of a series of bus gates, which would prioritise bus travel and prevent through travel by private car.

7.271. A Site Wide Bus Strategy, as required by the DFD, has been prepared for the Garden community and has been submitted with the outline planning applications, it also secured by the PFA. The strategy demonstrates how a comprehensive network of bus services would be delivered across the Garden Community in alignment with the progression of the development. Once the bus service is fully operational, all parts of the Garden Community would be served by a bus service, which would provide direct access to Broomfield Hospital, Chelmsford and Beaulieu Park train station, the village centres and Chelmer Village.

7.272. The bus provision would evolve as the Garden Community expands with four stages for the delivery of the service involving the extension of existing services, or the delivery of a new services, where necessary.

- Stage 1 – Shuttle service for initial development for Zones 1 and 3 prior to the provision of internal connections between Channels and Zone 1, enabling bus services from Channels to be connected to the northern section of Zone 1 and Zone 3 and the initial parcels of development within Zone 2.
- Stage 2 (Parts 1 and 2) - Development prior to the completion of the Park Farm minerals extraction works and completion of the restoration scheme and the linkages provided

between Zones 1, 3 and Zone 2

- Stage 3 - Development within Zone 2 (Park Farm), which includes for linkages to be provided north to south, which would be suitable for buses.
- Stage 4 - Development East of the CNEB and further to the completion of minerals extraction and restoration works in Hawthorn Village.

7.273. The Stage 1 and 2 services would be guaranteed for a period of over ten years to ensure that the services have sufficient time to work towards commercial viability and allow reasonable time for minerals extraction to be completed.

7.274. The Stage 3 and 4 services represent the most pragmatic specification for services at this point in time, however, given the length of the development, and the expected introduction of electric buses in the future, it is considered appropriate to review and update the Bus Strategy at the commencement of each of these stages. The review would be carried out in consultation with the Transport Review Group (TRG).

7.275. The developers would be responsible for the cost and procurement of the bus service at each stage. The IDP (Item C1) sets out the capped cost for the procurement of the service, which has been set at £13,686,948 and would be apportioned across the developer consortium.

7.276. The agreed Bus Strategy has been appended to the PFA, which notes that the site-specific agreements for each zone require the submission of a bus strategy for their relevant zone. The zone-specific bus strategies need to be broadly in accordance with the Site Wide Bus Strategy and indicate the bus services to be provided within their specific zone, the cost of providing the service and the duration of the period for which the service would be guaranteed. The PFA requires consultation through with the TRG on each of the proposed bus strategies before their submission.

7.277. The Bus Strategy provides a catchment plan, which indicates the location of bus stops and mobility hubs within the development. The majority of the Garden Community would be positioned within a 400m walk of a bus stop.

7.278. Chelmsford Garden Community Council has raised concerns in relation to the effectiveness of the bus provision. Specifically, that the procurement and delivery of the bus services would be the responsibility of a private company and as such there would be no guarantee as to the nature of the provision, or whether it would be in place for the long term.

7.279. The procurement of bus services would be the responsibility of the developers; each member of the consortium is required to submit a bus strategy for their respective zone; this would need to accord with the Site Wide Bus Strategy and be agreed by the Transport Review Group prior to procurement of the service. Once procured, the service would be guaranteed for a period of ten years or such alternative period as may be agreed, following which it is anticipated that the service would become commercially viable and be continued by the bus operator as has occurred at Beaulieu and Channels. The TRG would continuously review the bus service at each stage of its implementation.

Parking Strategy – Approach to Parking, EV Charging & Car Clubs (IDP Item C7)

7.280. The Parking Strategy contained within the DFD has been designed to meet the modal share target and aims to create a culture of limited car ownership and living without a car from the outset. The parking standards would limit on plot parking, whilst also enabling off plot parking

spaces to be adapted in the future for other uses. Mobility hubs and car clubs would be introduced on site to reduce the reliance on the private car.

7.281. The DFD sets out the baseline parking standards for the Garden Community. The standards propose a phased reduction (0-5 years, 6-10 years and beyond 10 years) in parking provision as the development progresses, and as alternative active modes and the active travel network are delivered. The earlier phases would combine a mixture of on and off plot parking spaces (in parking clusters) for all dwellings. The delivery of on plot parking would be reduced as the development progresses such that by the end of the development, the smaller one and two bedroom units would have no allocated spaces, whilst the larger units would only have access to an off-plot parking space. The off-plot parking clusters would be designed to allow them to be re-purposed for alternative uses should car ownership significantly reduce – see Condition 17 – Parking & Cycle Parking.

7.282. The baseline standards note that visitor parking spaces will be provided in parking clusters or on street.

7.283. Cycle parking would be key to encouraging movement away from car reliance. The baseline standards note that cycle parking would be required at a rate of 1 space per person. The final design and location of the cycle stores would be confirmed at the reserved matters stage.

7.284. Spaces for the parking of electric vehicles is a key consideration in creating a sustainable Garden Community. The expectation, in line with Policy DM25 of the Chelmsford Local Plan and the DFD, is for 1 EV parking space to be provided per dwelling on site where this is practical. 30% of the spaces within the off-site parking clusters would initially be provided to cater for electric vehicles, but as the development progresses this would increase to 70%. A minimum of 9% of the EV charging spaces within the parking clusters would be rapid charging spaces.

7.285. Condition 17 – Parking & Cycle Parking requires the submission of a parking and cycling strategy with each of the reserved matters to indicate how the parking and cycle spaces, including EV parking, would be delivered in line with the baseline parking standards. The PFA would ensure that the transitional parking standards would be delivered site wide. The PFA also notes that where the DFD baseline standards are silent then the 2024 Essex Parking Guidance would be used.

7.286. The PFA requires the submission, approval and implementation of a Car Parking Management Strategy to manage car parking across the site, with the objective of contributing to the achievement of the site wide 60% modal share target as set out in the Monitor and Manage Strategy. The requirement is to be stipulated within the site specific s106 Agreement.

7.287. The introduction of car clubs would play an important role in reducing the reliance upon private cars and assisting with the delivery of the 60% modal share target. The DFD notes a target of delivering car clubs within an 800m walk of every dwelling. The car clubs are intended to be introduced as early as possible within the delivery of the development and to increase in number as the community expands. The PFA sets out a requirement in respect of each outline planning application, to appoint a car club operator and to establish and operate a car club, to provide new cars for the exclusive use of the car club operator, to provide and maintain a dedicated number of car club parking spaces with electric vehicle charging facilities, to market the car club for an agreed period and to submit an annual monitoring report to the Transport Review Group for an agreed period to provide details of usage. The reserved matters applications will provide final details about the numbers and locations of the car clubs. The IDP confirms the commitment to the delivery of car clubs (IDP Item C7). Condition 6 – Reserved

Matters Content requires that full details of the approach to vehicle parking including the location and layout of any car club spaces be provided as part of the reserved matters submissions.

7.288. ECC welcome the inclusion of a parking strategy but to ensure its effective implementation a car parking management plan would need to be implemented. The zone-specific parking strategies would set out future management and enforcement of the parking strategy. The requirement to secure a Car Parking Management Plan is contained within the PFA.

7.289. Chelmsford Garden Community Council has raised concerns regarding the Site Wide Parking Strategy and have raised doubts regarding the extent to which demand for parking would be reduced by the 15 minute neighbourhood approach. The CGCC believe that this will result in parking issues within the development and have also raised concerns regarding the parking provision within village centres, especially schools with potential issues at drop-off and pick-up times.

7.290. The 15 minute neighbourhood is a key pillar underpinning the Garden Community as outlined in Development Framework Document. A key component is the achievement of a significant shift in modal share towards non-car and active modes of travel, which is greatly dependent on the provision of public transport and active travel options but would also be undermined by the over provision of vehicle parking.

7.291. Baseline standards have been agreed within the DFD; however, each reserved matters submission will need to be supported by a Parking Strategy see - Condition 17 – Parking & Cycle Parking. Details as to how parking will be managed within mixed use areas, including hours of use for parking and the approach to visitor parking, including trips anticipated by coach and mini-bus will be required.

7.292. Access arrangements for education sites will need to be agreed as part of Condition 6 – Reserved Matters Content. Detailed proposals will also be expected to reflect guidance from Essex County Council.

Primary and Secondary Mobility Hubs

7.293. The approach to parking within the Stage 1 Masterplan, is complemented by a network of primary and secondary mobility hubs, which are situated within 800m of every home. The hubs allow for the interchange between active travel modes and bus services; these include the provision of cycle storage and facilities which align with non-car living, for example, e-scooter hiring / parking / charging, cycle stands and a repair shop, car club parking, EV car charging and bus stops. The provision of the Primary and Secondary Mobility Hubs has been included within the IDP (see IDP Items C8, C9a and C9b).

Monitor & Manage Fund – Achieving the Modal Share Target (IDP Items C6, C10 & C48)

7.294. The Garden Community proposes an ambitious modal share target of 60% of all trips within the Garden Community being by non-car and active modes of travel. The developers are fully committed to this target however, to ensure appropriate protections, a contingency fund, known as the Monitor and Manage Fund, is proposed to allow for a scenario where site wide monitoring shows that the targets are not being met.

7.295. A Monitor and Manage Strategy, which details the cost of the fund and how this could be called upon, has been submitted with each outline application and will be appended to the PFA. The fund will be capped at £3.879 million, of which 50% is included in the IDP (IDP Item C10) and 50% will be risk borne by and apportioned between the consortium. The capped figures will be included within the site specific S106 Agreements for each zone.

7.296. The updated viability position, as outlined in the s106 Agreement section of the report below, indicates that in reinvesting the maximum possible available CIL in accordance with the Cabinet decision, the Zone 2 development would achieve a level of affordable housing provision at 19% provision. The viability has assumed that some of the education contributions, the additional traffic management measures within the Garden Community as set out in the Monitor and Manage Fund and the associated penalty payments, due where the modal share target is not realised, would be funded through the recycling of the CIL receipt. The intention, however, is that the Chelmsford Garden Community achieves its modal share target, so that there is no requirement for penalty payments to be made.

7.297. The strategy sets out six stages within the development for monitoring of the delivery of the modal share targets. The cost of the monitoring is included in the IDP as IDP Item C6. Following a review of each stage, monies could be called upon as required. The TRG, as set out in the PFA, will review if the targets were being met at each stage, and determine if money is to be drawn down to deliver mitigation measures albeit the County Council as highway authority will be final assessor and decision maker. The Strategy notes the expectation, that in the first instance, the fund will be used to reinforce Travel Plan measures and then used, as necessary, to deliver sustainable and active travel schemes, to assist in meeting the modal share targets. The Strategy details a list of sustainable /active travel schemes, which could potentially be implemented, however, it is noted and accepted, that the list is illustrative and that the TRG would ultimately be responsibility for agreeing the appropriate interventions, for example it might elect to direct funds to an alternative active travel scheme.

7.298. The Monitor and Manage Fund is a contingency fund and to be drawn upon, were the modal share targets not being met at each stage.

7.299. Setting aside the monies in the Monitor and Manage Fund, as detailed above, an additional sum of up to £3.5 million is considered by the Highways Authority to potentially be required to deliver additional traffic management measures on the existing network, including the introduction of signal controls at key junctions. The sum is identified in the IDP (IDP Item C48), but it has been agreed that this would be funded through the CIL receipt, so it has not therefore been included in the IDP overall cost. The County Council, in consultation with the TRG would be responsible for determining if, and when, this money would be called upon and agreeing what traffic management measures it would be spent on.

Travel Planning (IDP Item C5)

7.300. Travel plans seek to promote sustainable and greener modes of transport and are long term strategies designed to help reduce the use of the private car. The Garden Community applications are accompanied by Framework Travel Plans, which set out the principles of how the Garden Community would promote sustainable travel and modal share targets. The framework strategies note that the final travel plans would be submitted prior to first occupation on site.

7.301. The PFA requires that each site-specific s106 Agreement should obligate the applicants to submit a travel plan for each zone. The s106 Agreements would also require the appointment of a travel plan coordinator to oversee the implementation of the travel plans. The developers would also be required to submit a travel pack to each new occupier. The travel pack would be required to accord with the details contained within the travel plans and would be submitted following consultation with the TRG regarding its content. Essex Highways have provided detailed comments on matters expected to be considered and included within the required travel plans.

7.302. The IDP includes the cost of the submission of the travel plans as line item IDP C5 and requires that these be submitted and agreed from the commencement of the development.

Highway Works (IDP Items C21, C21a, C21b, C22, C26, C27a, C27b)

7.303. Several improvement and alteration works are required to Essex Regiment Way, the main strategic route to the west of the site, to facilitate access into the site and prevent congestion and queuing on the existing highway network. A new radial distributor road, the Northern Radial Distributor Road, would be constructed, this would provide access to Zones 2 and 3 and connect Section 1a of the Chelmsford North-East Bypass (CNEB) with Essex Regiment Way. Improvements and alterations to the existing bridge over the (CNEB) to convert it into a multi-modal bridge would also be proposed.

7.304. The works to the highways are set out in the IDP and comprise:

- C21 - New Essex Regiment Way Site Access Roundabout
- C12- Essex Regiment Way Bus Lane Reversal
- C21a - 5th Arm to Pratts Farm Roundabout - Access to Innovation Hub
- C21b - Pratts Farm Roundabout Interim Improvement Scheme
- C22 - Northern Distributor Road (NRDR)
- C26 – Chelmsford North-East Bypass Multi Modal Highway Bridge Adoption Upgrade Works Costs
- C27a - Road Junction Improvements - Belsteads Farm Roundabout
- C27b - Road Junction Improvements - Armistice Avenue Roundabout

7.305. The IDP notes that all these works are to be delivered by the Garden Community developers.

Commuted Sums (IDP Items CS1, CS2, CS3, CS4, CS5, CS6, CS7, CS8)

7.306. The Highways Authority has requested several commuted sums which are required to assist the Highway Authority with the future maintenance of highway assets. The sums are particularly important where the asset has a shorter life expectancy or requires ongoing maintenance.

7.307. The commuted sums are set out in the IDP and cover the following items:

- CS1 – Essex Regiment Way Pedestrian/Cycle Bridge
- CS2 – Essex Regiment Way Sustainable Travel Corridor
- CS3 – Belsteads Farm Roundabout Improvements
- CS4 – Pratts Farm Roundabout 5th Arm Access to Innovation Hub
- CS5 – Commuted sum for C23 (New Pedestrian / Cycle Bridge Crossing No.1 of Chelmsford North-East Bypass Southern)

- CS6 – Commuted Sum for C24 (New Pedestrian / Cycle Bridge Crossing No 2 of Chelmsford North-East Bypass Northern)
- CS7 – Commuted sum for C25 (Chelmsford North-East Bypass Mineral Conveyor Bridge Upgrade to Multi Modal Highway Bridge Costs)
- CS8 – Commuted Sum for C26 (Chelmsford North-East Bypass Multi Modal Highway Bridge Adoption Upgrade Works Costs).

A12 Junction 19 Works (IDP Item C42)
Background

7.308. The A12 Chelmsford to A120 Widening Development Consent Order 2024 gave consent to National Highways to widen the A12 between the Boreham Interchange, Chelmsford (at Junction 19) and the A120 at Marks Tey Interchange (at Junction 25) from two to three lanes in each direction. The scheme also included works to improve junctions 19 and 25, the removal of three existing junctions; 20a, 20b and 23 and the relocation of three existing junctions; 21, 22 and 24 to achieve all turning movements and create two bypasses. The DCO scheme was subject to a legal challenge, but this was dismissed by the Court of Appeal in August 2024. A corrected order came into force on 25th April 2025.

7.309. The Chelmsford North-East Bypass was granted planning permission by Essex County Council on 4th April 2022, and construction work has commenced with completion targeted for summer 2026. The Transport Statement, which accompanied the planning application, predicated on the implementation of the full DCO scheme, and so it follows, the improvement of the Boreham Interchange by 2027. The scheme assumed the provision of 3,000 new dwellings and 1,000 jobs within the Chelmsford Garden Community by 2036.

7.310. The DCO scheme was included within the list of projects under review in the Transport Secretary's 'Transport Infrastructure Spending Review' in early 2025. The Government withdrew its funding support for the scheme in July 2025.

Further Assessment Work

7.311. Given the uncertainty surrounding the implementation of the A12 DCO scheme, National Highways asked the consortium, in discussion with Essex County Council and the local planning authority, to model a scenario whereby the DCO scheme was cancelled to determine what 'proportionate mitigation' might be required to ensure the impact of the entire Chelmsford Garden Community (6,250 dwellings) on the effective function and operation of the Boreham Interchange (Junction 19) could be appropriately mitigated.

7.312. An iterative design process commenced which evaluated queuing, delay and any latent demand at the Boreham Interchange, modelling a 'Do Minimum' scenario, assuming no Chelmsford Garden Community traffic and a 'Do Something' scenario with Chelmsford Garden Community traffic included.

7.313. The Department of Transport's Guidance document 'Strategic Road Network and the Delivery of Sustainable Development' requires an opening year assessment to *'establish the residual transport impacts of a proposed development'*. National Highways agreed that the focus of the modelling should be on a 2026 scenario, assuming the total development with no phasing, i.e. a worst case scenario. The modelling work enabled a benchmark test to be set for that assessment.

7.314. Impacts arising from the Chelmsford Garden Community on the strategic road network, in particular the northbound A12 off-slip road at the Boreham Interchange were largely forecast to be because of the opening of Section 1a of the North-East Bypass following the completion of the NRDR rather than the development itself.

Junction 19 Mitigation Scheme

7.315. A scheme of proportionate mitigation works has been developed for the Boreham Interchange (Junction 19) in the absence of the DCO scheme; these works are detailed on the Junction 19 Interim Improvement Works General Arrangement Plan drawing appended to Technical Note 24 – Junction 19 Position Statement. The works comprise:

- the widening of the A131 exit from the Generals Lane Western Roundabout to two lanes (tapering to one lane), similar to the DCO scheme;
- the widening of the A138 exit for the Generals Lane Western Roundabout to three lanes, which allows for more effective use of the three lanes on the circulatory carriageway;
- the provision of the new A12 northbound on-slip road, similar to the DCO scheme (using land available to the CGC Zone 2 developer);
- the widening of the B1137 westbound approach to the Generals Lane Western Roundabout to three lanes;
- the provision of an additional lane on the Drovers Way southbound approach to the Drovers Way Roundabout, to be used by traffic heading to the service area;
- a reduction in the Drovers Way Roundabout central island to allow for three lanes on the circulatory carriageway on the eastern side; and
- an increase in the length of the flare on the A12 northbound off-slip road.

7.316. National Highways confirmed in an email in May 2025, that the layout of the mitigation scheme as detailed on the drawing appended to the technical note, addressed the impact of the applications, and subject to the resolution of a series of technical matters, as listed in Technical Note 24, and an agreement to appropriate trigger points, the holding objection could be withdrawn. The consortium and their consultant team, in addressing these matters, were required to make further changes to the final mitigation scheme, which have since been agreed by National Highways and Essex County Council; these comprise:

- removal of the proposed A12 northbound on-slip;
- widening of the A131 southbound approach to three lanes; and
- the addition of signal controlled pedestrian/cycle crossings on the A131 northern arm

Mechanism for Funding and Delivery

7.317. The delivery of the Chelmsford North-East Bypass and Beaulieu Park Railway Station are jointly funded through a £218 million Housing Infrastructure Fund award, however, not all the funding has been called upon and spent. The A12 Junction 19 Mitigation Scheme has been costed in the region of £12 million. A mechanism for funding and delivery of the works has been proposed through positive collaboration between the City Council, Essex County Council, the consortium, National Highways and Homes England and this is set out in the Technical Note.

7.318. Following the production of the note, Homes England and Essex County Council provided letters both dated 4th December 2025; in relation to Homes England this confirmed a commitment to take a recommendation paper to their HIF Delivery Board as soon as possible, but with a target of January 2026, subject to timely receipt of the outstanding information it had requested from

Essex County Council; in relation to Essex County Council, the letter confirmed in principal agreement to submit a Material Amendment to the existing HIF Grant Determination Agreement, procure the delivery of both Junction 19 and Station Access Roundabout schemes and contribute up to £8m towards the cost of the Station Access Roundabout.

7.319. The following key principles were to be contained within its recommendation:

- £12 million of the HIF contribution from the unallocated contingency to the Beaulieu Access Package (Chelmsford North-East Bypass and Beaulieu Park Station), comprising £4 million towards the A12 J19 Mitigation Scheme and £8 million towards the works required to Roundabout 5 on the A131 Beaulieu Parkway (see below). Homes England have advised that it is their understanding that separate discussions are underway with National Highways to contribute the remaining funds required for delivery of the J19 scheme. The developer consortium and Essex County Council would contribute the remaining £16 million (£8 million each) required to complete the works to roundabout 5 (total cost of that scheme is £24 million).
- An associated extension to the HIF Availability Period, date to be confirmed by Essex County Council, on the basis that Essex County Council will deliver the works and draw down the HIF as soon as possible.
- The HIF Grant Determination Agreement to be updated through a Material Amendment to include the A12 Junction 19 Mitigation Scheme works and the works to Station Access Roundabout 5 of the A131 Beaulieu Parkway.
- No changes to be made to the terms of the existing HIF Recovery and Recycling Strategy.
- The cost overrun risk to remain with the grant recipient, Essex County Council.

Environmental Impacts

7.320. During discussions on the Garden Community applications, National Highways acknowledged that implementation of the DCO scheme would have mitigated the impacts of the Chelmsford Garden Community development in its entirety. Notwithstanding, the works proposed as part of the now agreed mitigation scheme would deliver similar elements of mitigation to the DCO scheme and would not preclude the DCO coming forward, should funding become available in the future. The Technical Note advises that the ECC strategic transport model outputs upon which both the Zone 2 Transport Assessment and Environmental Assessment were based, do not change as a consequence of implementing the mitigation scheme in lieu of the DCO scheme. The conclusions of both documents therefore remain valid.

7.321. Essex County Council have indicated their commitment to complete the works to Junction 19 by October 2028, following which the North-East Bypass would be open to all traffic. 658 homes could be occupied within the Garden Community by 2028/29. The temporary situation would not give rise to any significant increases in traffic flow within the study area above those previously assessed; as such the conclusions of the ES would remain valid.

Roundabout 5 A131 Beaulieu Parkway (Station Access)

7.322. The Chelmsford Garden Community development would mean that roundabout 5 on Beaulieu Parkway, the station access roundabout to the north of the Boreham Interchange would operate significantly overcapacity. Essex County Council have concluded that it requires enlargement and reconstruction. The cost of the scheme has been calculated at £24 million.

7.323. The total costs of the A12 Junction 19 Scheme and Roundabout 5 Improvements, when the hybrid applications for Zones 1 and 3 of the Chelmsford Garden Community and the separate detailed planning application for the Northern RDR were considered at the 15th December Planning Committee was £36 million. The proposal at that time was for Homes England, the developer consortium and Essex County Council to each contribute £8 million to enable completion of the required works to roundabout 5 (total cost of that scheme is £24 million). Homes England had provisionally proposed £4 million towards the A12 Junction 19 Scheme with separate discussions underway with National Highways, at that time, to contribute the remaining required funds (£8 million) to enable delivery of the A12 Junction 19 Scheme (total cost of that scheme is £12 million). The total cost estimate for both schemes which form the Beaulieu Access Package is now £38 million and National Highways have agreed in principle to fund £14 million as opposed to £12 million at the time of the December Planning Committee.

7.324. Since the 15th December Planning Committee meeting Homes England have confirmed conditional approval to a material amendment to the Housing Infrastructure Fund Agreement with Essex County Council to introduce the Beaulieu Access Package (BAP) works primarily comprising the works to Junction 19 of the A12 and Roundabout 5 of Beaulieu Parkway, as set out above. The material amendment to the funding agreement is subject to a Deed of Variation to a Grant Determination Agreement, which is expected to be signed by the end of July 2026.

7.325. Separate funding approvals are also required from Essex County Council, who are scheduled to present a report to their Cabinet on 23rd July 2026; and from National Highways who are expected to make recommendations to their Targeted Funds Investment Decision Committee on 16th July 2026.

Movement & Transport Provision within Zone 2

Detailed Access Proposal

7.326. Detailed approval is sought for a new site access junction with Beaulieu Parkway, presented in Drawing No. GA1a (GA1 Rev P9) RDR1 SITE ACCESS, on the southern boundary of Zone 2. The proposal includes a principally left in / left out priority junction. The arrangement would avoid the risk of traffic queuing back to the CNEB roundabout to the east and reduce delays on Beaulieu Parkway, which will remain a locally strategic road. The proposed junction also includes a right-turn bus lane, which will give advantage to buses and taxis.

7.327. The proposed plans include details of a signal-controlled crossing between the proposed site access and Roundabout 4 (CNEB/Beaulieu Parkway). The immediate approach to the crossing includes segregated 3m cycleway/2m footways, which will link with routes shown within the submitted Access and Movement Parameter Plan that will be subject to future reserved matters applications.

7.328. The proposals have been reviewed in detail by Essex Highways who have raised no objections subject to recommended conditions and planning obligations.

7.329. A condition has been included requiring full details of the vehicular access and traffic signal-controlled crossing including areas required for visibility purposes and CCTV enforcement measures for the bus lane. The details will need to be submitted to, and approved in writing by the local planning authority, before development can be accessed from Beaulieu Parkway. The access shall be completed, and signal-controlled crossing shall be operational, prior to the commencement of development to be accessed from Beaulieu Parkway – see Condition 27 – Access from Beaulieu Parkway.

7.330. A further condition is also included at the recommendation of the Highway Authority, which ensures that an existing field access on Beaulieu Parkway is suitably closed – see Condition 28 – Closure of Access.

Approach to Active Travel Network

7.331. The Zone 2 site specific approach to active travel is presented within the submitted Access and Movement Parameter Plan. The proposed parameters adhere to the principles outlined within the DFD (pages 63 and 64) and provide a comprehensive network of primary and secondary active travel routes that have been designed to accord with best design practice, forming direct pedestrian and cycle links between key destinations within and outside the Garden Community.

7.332. The Access and Movement Parameter Plan (01660B_PP_02 P06) has been reviewed in detail by Essex Highways who have raised no objections subject to recommended conditions and planning obligations. Essex Highways have acknowledged that the alternative Access and Movement Parameter Plan (Drawing no. 01660B_PP_02 Rev P08) is essentially the same in terms of access and movement and could be substituted if desired.

7.333. The active travel network within Zone 2 would provide a hierarchy of options. Safe, well overlooked and direct routes for pedestrians and cyclists would be provided between the most common destinations, with off-street routes also provided through open spaces and greenways offering residents and visitors many sustainable options for moving around the development.

7.334. Zone 2 contains many key destinations including three village centres with schools, local facilities and mobility hubs, employment land, strategic sports facility and destination parks. All these destinations would be well connected to the wider development and adjacent zones by a strong network of active travel routes.

7.335. The Park Farm and Willow Hill Villages, located to the west of the CNEB, would be linked by two important north-south primary routes that extend across the full length of the zone. The routes take advantage of the green infrastructure network to provide convenient, direct and pleasant routes linking the village centres and providing onward connections via controlled at grade crossings over Beaulieu Parkway to the south and crossings over the NRDR, which have already been approved as part of the planning permission for the NRDR; 23/00114/FUL refers. The crossings over the NRDR would provide active travel routes to the employment land north of the NRDR linking this area with the village centre at Willow Hill.

7.336. The eastern controlled crossing over Beaulieu Parkway provides a route south to Generals Lane, which will provide a direct connection to Beaulieu Park Railway Station. The route will require a further controlled crossing over Remembrance Avenue (IDP C32a). A condition has been included requiring the delivery of this route and controlled crossing before the first occupation of any residential dwelling within any relevant phase of sub-phase of development. A detailed scheme will first need to be submitted and approved in writing by the local planning authority – see Condition 55 – Beaulieu Parkway to Generals Lane Active Travel Route.

7.337. Zone 2 would also provide important east-west routes, critical to the Garden Community, linking Zone 2 with Zones 1 and 3 to the west, and connecting the villages at Park Farm and Willow Hill with Hawthorn Village and Dukes Wood Nature Park to the east.

7.338. The CNEB presents a significant potential barrier to east-west active travel movement; however, this would be overcome via the provision of bridges over the bypass including a multi-modal bridge and two further active travel bridges (IDP Items C23-25). The critical connections are well integrated into the proposed network of routes.

7.339. Two key east-west primary routes link parcels in Zone 2 with Zone 1 and Channels to the west; these extend to connect to the southern active travel bridge over the CNEB providing a direct connection to Hawthorn Village Centre in the east. On the western edge of the site, Essex Highways have questioned the reasoning behind a dogleg in the north-south route adjacent to the connection with Zone 1; this alignment has been proposed to retain existing trees and planting on the western boundary.

7.340. Essex Highways have also recommended that flexibility be retained within the layout of the primary active travel route between the southern active travel bridge and Hawthorn Village centre. The Parameter Plans allow for the positioning of the bridge to be refined through detailed design; this would also need to be reflected in the alignment of the primary active travel route.

7.341. North of Park Farm Village Centre, a further key east-west route would link the active travel connection crossing of Domsey Lane, which formed part of the applications for Zones 1 and 3, with the multi-modal bridge over the CNEB. Notably, this will provide a high-quality route linking the whole of the Garden Community with the north of Hawthorn Village and Dukes Wood Nature Park.

7.342. The northern active travel bridge over the CNEB within the northern part of Zone 2 would link the east-west routes alongside the NRDR approved under planning permission 23/00114/FUL with the Dukes Wood Nature Park. The route will also be an important connection for residents of the Gypsy and Traveller Site providing access to facilities in the Willow Hill Village Centre.

7.343. The proposals also contain many other primary links and secondary routes providing a high degree of connectivity across the zone. A route is also provided to the east, which would extend the existing bridleway network along the east of Hawthorn Village, and around the lake at the centre of Dukes Wood Nature Park.

7.344. The Essex Bridleway Association was consulted on the application and welcomed the inclusion of a new orbital multi-user route around the perimeter of Duke's Wood Nature Park. The Association have queried how the new route would connect to the existing bridleway network (Boreham 48) and requested further information regarding the specification of the route and how multiple users would be safely accommodated.

7.345. The developer will be required to apply for the conversion of a section of Footpath Boreham 16 to bridleway, to be secured as an obligation within the s106 Agreement. Conversion of the footpath would then allow the new route within Zone 2 to connect within Boreham 48. Details regarding the specification of the route will be further defined via the Detailed Design Code – see Condition 21 – and will require detailed approval via a reserved matter application/s - see Condition 6 – Reserved Matters Content.

7.346. The Essex Bridleway Association also recommended that a section of Footpath 8 (154m) be upgraded to bridleway status to provide a linkage to existing Bridleways 22 and 23 Boreham; this has already been secured via the S106 Agreement for the Beaulieu development, which creates an orbital bridleway route.

7.347. The local planning authority has engaged in ongoing communication with Active Travel England (ATE) throughout consideration of the application. ATE have provided detailed advice to ensure that prioritisation of active and sustainable modes of travel required by the vision for the development and the NPPF will be realised. ATE have welcomed the vision led approach outlined in the DFD, which includes promoting active travel and walkable neighbourhoods as key principles of the Garden Community.

7.348. ATE has made no objection to the application subject to the following recommended conditions/obligations; a Design Code for Active Travel, Active Travel Wayfinding Strategy, Beaulieu Parkway and Commonwealth Link site access roundabout crossing, off-site active travel links, and the requirement for a Travel Plan.

7.349. A condition has been included requiring the submission of a Design Code, this would include design principles for active travel and approach to wayfinding – see Condition 21 – Detailed Design Code. Details for the crossings over Beaulieu Parkway would also be required as Reserved Matters.

7.350. A condition has been included for the provision of a controlled crossing on the Beaulieu Parkway arm of the Beaulieu Parkway/Commonwealth Link roundabout – see Condition 56 – Beaulieu Parkway Roundabout 3 Toucan Crossing. The access road to the north of the roundabout is proposed in outline. The design of the road, and the design and provision of crossings points would therefore require detailed approval via a reserved matter application/s - see Condition 6 – Reserved Matters Content **–** and would not require a separate condition.

7.351. The off-site active travel routes and the submission and implementation of a Travel Plan will be secured via obligations within the site specific s106 Agreement in accordance with the agreed IDP.

7.352. Essex Highways has recommended that a condition be included to secure a scheme of signage measures to mitigate the increased risk from pedestrians crossing Beaulieu Parkway at Boreham Public Footpath 8. The local planning authority understands that the increased risk will originate from new residents within Hawthorn Village located east of the Chelmsford North-East Bypass; it is expected that signage for this purpose will be required within the Zone 2 development and would therefore be required under Condition 21 – Detailed Design Code and Condition 6 – Reserved Matters Content.

Primary Streets

7.353. The submitted Access and Movement Parameter Plan proposes a network of primary streets, which will serve public transport as proposed in the Bus Strategy, whilst also providing vehicle access to the parcels within Zone 2. The streets will form important corridors for movement and will incorporate provision for active travel.

7.354. The Access and Movement Parameter Plan (01660B_PP_02 P06) has been reviewed in detail by Essex Highways who have raised no objections to the proposed network of primary streets subject to recommended conditions and planning obligations.

7.355. Access is provided to Willow Hill from junctions on the NRDR already approved under planning permission 23/00114/FUL. A northern access is also provided to Dukes Wood and Hawthorn Village via the eastern arm of the CNEB roundabout.

7.356. A secondary means of access is provided north of the Park Farm Village Centre, which will provide access to Parcel CH7 within Zone 1 to the east.

7.357. The multi-modal bridge over the CNEB will provide another primary street giving access to Hawthorn Village within the centre of Zone 2.

7.358. An access will be provided connecting to Channels via Channels Drive and Albatross Way within the south-eastern corner of the site.

7.359. Access is provided via the northern arm of roundabout 3 (Beaulieu Parkway/Commonwealth Link) and the new junction on Beaulieu Parkway that has been proposed in detail to the south.

7.360. Essex Highways have advised that a temporary arrangement may be provided for the access to Roundabout 7 (CNEB/ NRDR), conditional on a planning application having not been submitted for, and funding not being secured for the Chelmsford North-East Bypass Phase 2 in advance of Zone 2 having submitted a reserved matters for the relevant phase. Consideration will need to be given to ensure that access can be maintained to Hawthorn Village and uses east of the Chelmsford North-East Bypass throughout construction of Phase 2, including for emergency services.

7.361. The arrangement and character of these streets be further defined within the Detailed Design Code - see Condition 21 and full details would subsequently be required as Reserved Matters.

Bus Gates

7.362. The Zone 2 application, in accordance with the DFD, includes two bus gates. The first bus gate would be located on the primary street south of the Park Farm Village Centre and would provide a direct link for buses north-south through the zone. The second bus gate is located on the primary street south of Park Farm just east of Channels. The provision of the two bus gates would limit the use of the streets within the zone to local vehicle traffic ensuring that wider traffic is kept on the strategic road network including the NRDR, CNEB and Beaulieu Parkway, giving priority to both public transport and active modes of travel.

7.363. A condition has been included requiring a scheme for the delivery of the bus gates including the specification and details of associated signage, the location of the ANPR cameras and line markings. The condition also requires a programme for implementation. Details will need to be submitted to and approved in writing by the local planning authority before development within any relevant phase or sub-phase of development which includes a bus gate as indicated on the approved Access & Movement Parameter Plan – see Condition 26 – Bus Gate.

Mobility Hubs

7.364. The application includes provision for four mobility hubs in accordance with the DFD, including a primary mobility hub at Park Farm Village Centre and secondary mobility hubs at Willow Hill Village Centre, Hawthorn Village Centre and south of Park Farm. The hubs would allow for the interchange between active travel modes and bus services including the provision of cycle storage and facilities which align with non-car living, for example, e-scooter hiring / parking / charging, cycle stands and a repair shop, car club parking, EV car charging and bus stops.

7.365. The proposed locations place the mobility hubs at the core of the village centres on key routes for both active travel and public transport. Prior to approval of reserved matters for a mobility hub, further details regarding the design approach and facilities would be required and these would need to be set out within the relevant Design Code included under Condition 21 – Detailed Design Code.

Traffic Impact

7.366. A Transport Assessment (March 2026) has been submitted in support of the application. The statement has been reviewed in detail by Essex Highways who have raised no objections subject to recommended conditions and planning obligations.

7.367. Essex Highways have accepted the conclusion that the access junctions proposed would work within capacity. The ECC consultation response notes that the length of the bus lane to the new Beaulieu Parkway access would provide capacity for three buses, and it is unlikely demand would exceed this given it has CCTV enforced restrictions on users. Similarly, there would be capacity for four cars on the left-turn 'slip' road, which is unlikely to be exceeded.

7.368. ECC have advised that the numbers of dwellings, commercial floorspace and school details within each parcel are required in due course, to verify that the vehicular trip distribution on the respective vehicular accesses accords with the numbers in the 'CGC - Strategic Modelling Loading by Access - Zone 2' report (Transport Assessment figure 7.2) and Development Access Strategy.

7.369. Essex Highways have acknowledged that the PFA would cover the provision of necessary improvements at Junction 19, which have been agreed in principle and would be delivered by the County Council.

7.370. Turning to the Beaulieu Parkway/ CNEB 1a junction (Roundabout 4), proposed amendments are to be triggered through monitoring of certain levels of impacts on traffic flow, as opposed to a fixed obligation related to housing occupations. Essex Highways have agreed this in principle, and this will be covered by a planning obligation within the s106 Agreement.

7.371. Essex Highways will also commit to delivering an improvement scheme to the Beaulieu Park Station Approach Roundabout (Roundabout 5) subject to funding and land, which will also be covered by a planning obligation within the s106 Agreement; this is not to be contingent on monitoring.

7.372. Chelmsford Garden Community Council have raised concerns regarding traffic modelling and additional traffic movements arising from other developments in Great Leighs and Great Notley and generated by the newly completed railway station. The submitted Transport Assessment sets out the traffic modelling employed to assess the proposed infrastructure. The model was agreed with Essex Highways and includes a test year of 2041, which incorporates the full completion of the current Chelmsford Local Plan, planned traffic growth and full completion of CGC.

Phasing

7.373. Essex Highways have advised that a comprehensive phasing strategy is required, including the delivery of interim transport routes including bus stops, new routes and improvements to others proposed. A condition has been included requiring a detailed phasing strategy to be submitted and approved in writing by the local planning authority before the development can be commenced – see Condition 23 – Phasing. The strategy includes roads (including all new junctions and accesses to the site, internal roads, pedestrian and cycle routes), supporting on-site development and Discovery Trails.

7.374. Essex Highways have also recommended interim provision of day-to-day amenities early within parcels at Willow Hill as residents of these areas would essentially be dependent upon private cars and home deliveries until amenities are provided at Willow Hill Village Centre. The indicative phasing shown by the applicant includes the village centre at Willow Hill in a subsequent phase, the land would be available (following mineral extraction) alongside the residential parcels; as discussed, detailed phasing would need to be approved via condition.

Other Matters

7.375. Public representations have been received with regards to existing site compounds adjacent to Generals Lane east of Beaulieu Parkway; these existing sites relate to the Beaulieu development and construction of the Chelmsford North-East Bypass and not the current application. Any construction access, or use of Generals Lane in connection with the construction of the application site, would be subject to condition – see - Condition 65 – Construction Environmental Management Plan.

7.376. A public representation has also included a request for the diversion of Public Footpath Boreham 7, which is an existing Public Right of Way located outside the application site. The intention of the proposed development is to direct new residents to access Generals Lane through the application site and via the proposed crossings on Beaulieu Parkway and Remembrance Avenue, which will provide a much higher quality route; as such it would not therefore be reasonable, or necessary, to require the diversion of this existing Public Right of Way.

7.377. Further public representations have been received raising concerns regarding the impact on Domsey Lane. The majority of the comments relate to direct impacts of the developments at Chelmsford Garden Community on Domsey Lane and its character, including proposed intersections. The impacts were considered as part of the applications for Zone 1, Zone 3 and the NRDR; while it forms part of the wider Garden Community, Zone 2 has a limited direct impact on Domsey Lane and is largely setback from the lane's eastern edge, with landscape buffers proposed.

Planning Conditions

7.378. Conditions in relation to movement and transport have been recommended as follows Condition 17 – Parking & Cycle Parking, Condition 21 – Detailed Design Code, Condition 23 – Phasing, Condition 26 – Bus Gate, Condition 27 – Access from Beaulieu Parkway, Condition 28 – Closure of Access, Condition 29 – Safeguarding of Existing Public Rights of Way, Condition 30 – Walking & Cycling Routes, Condition 31 – Walking & Cycling Access, Condition 32 – Carriageway Construction, Condition 33 – Final Surfacing of Roads & Paths, Condition 34 – Vehicle Parking, Condition 35 – Cycle Parking, Condition 18 – Levels, Condition 45 – Road Surface Materials, Condition 46 – Street Signage & Name Plates, Condition 55 – Beaulieu Parkway to Generals Lane Active Travel Route, Condition 58 – Lighting Scheme and Condition 65 – Construction Environmental Management Plan.

Planning Obligation

7.379. The following items of infrastructure are secured within the Planning Framework Agreement and/or within the site specific s106 Agreement.

Site Wide Elements – (IDP Items C1, C5, C6, C7, C42, C10, C48)

7.380. Collectively each member of the consortium is required to deliver the following physical works:

- C1 – Bus Service
- C5 – Travel Plans & Packs
- C6 – Site Wide Traffic Monitoring
- C7 – Car Club

Penalty Payments for Modal Share Targets (Active Travel Measures) (IDP Item C10)

7.381. Financial contributions in the form of penalty payments would also be required in the event of failure to meet the modal share targets as expanded upon in detail above.

Additional Traffic Management within Zones 1, 2 & 3 – (IDP Item C48)

7.382. CIL payments received across the Chelmsford Garden Community Site will be capable of being used to fund the infrastructure elements of part of the Monitor & Manage Fund mechanism in the event that additional traffic management measures are required, subject to draw down under a separate CIL Agreement between the City Council and the County Council.

C2a – Improvements to Roundabout 4 (Beaulieu Parkway – IDP Item C2a)

7.383. Subject to ongoing monitoring improvement works are expected to be required to roundabout 4 (Beaulieu Parkway/CNEB). The works proposed are set out in the IDP Specification Sheets and would comprise alterations to the roundabout. The cost of the works is set out in the IDP as item C2a.

C2a – Improvements to Roundabout 5 (Beaulieu Parkway – IDP Item C2a)

7.384. Works are required for the enlargement and reconstruction of roundabout 5 (Beaulieu Parkway/Station Access) to accommodate additional capacity. The works proposed are set out in the IDP Specification Sheets. A financial contribution is required towards to overall cost of the works. The cost of the works is set out in the IDP as item C2a.

Primary and Secondary Mobility Hubs (IDP Items C8 & C9)

7.385. Primary and secondary mobility hubs are proposed to be included within Zone 2. The location of the hubs has been included in the Access and Movement Parameter Plan; however, the final design and specification of the hubs would be confirmed as part of the future design code work – Condition 21 – Detailed Design Code and through the associated reserved matters application – Condition 6 – Reserved Matters Content.

Chelmer Valley Corridor B1 (IDP Item C13)

7.386. The Chelmer Valley Road corridor footpath/cyclepath scheme would extend the active travel route proposed for Essex Regiment Way (The Essex Regiment Way Sustainable Transport Corridor (ERWSTC)). The ERWSTC is to be secured via the s106 Agreement for Zone 1. The scheme would broadly comprise a new 3m wide shared cycle/pedestrian route connecting along the northern and western sides of Chelmer Valley Road between Nabbotts Farm Roundabout and the existing cycle route alongside the River Chelmer, extending for a distance of approximately 1.65km. A new toucan crossing is proposed on Valley Bridge adjacent to the roundabout with Chelmer Valley Road. The scheme is listed as IDP item C13 and would be delivered by the Zone 2 developer. The cost is included in the IDP.

CNEB Bridge Crossing Southern (IDP Items C23 & CS5)

7.387. A new pedestrian and cycle bridge over the CNEB would be provided connecting Park Farm Village with Hawthorn Village (both within Zone 2). The location of the bridge is indicated by the outline application with all other matters reserved for later consideration. The bridge is to be delivered by the Zone 2 developer within the cost set out in the IDP C23.

7.388. Commuted sums to be used for the long-term maintenance of the bridge are also included in the IDP as item IDP CS5.

C24 CNEB Bridge Crossing Northern (IDP Items C24 & CS6)

7.389. A new pedestrian and cycle bridge over the CNEB would be provided connecting Willow Hill Village with Dukes Wood Nature Park (both within Zone 2). The location of the bridge is indicated by the outline application with all other matters reserved for later consideration. The bridge is to be delivered by the Zone 2 developer within the cost set out in the IDP C24.

7.390. Commuted sums to be used for the long-term maintenance of the bridge are also included in the IDP as item IDP CS6.

7.391. Essex County Council have agreed that the two active travel bridges are to span only the Chelmsford North-East Bypass Phase 1a and not all the way across the safeguarded land for a future dualled carriageway to assist housing delivery through reduced bridge structure construction costs and enable earlier delivery. The approach is conditional on a planning application having not been submitted for, and funding not being available for, the Chelmsford North-East Bypass Phase 2 in advance of Zone 2 having submitted a reserved matters or Technical Approval submission for the bridge crossing. Essex Highways raised concerns regarding the extent of land safeguarded for the future expansion of the bridges, including the accommodation of ramps either side of the bypass. The applicant has demonstrated that the Parameter Plans provide adequate space clear of the proposed residential parcels.

CNEB Multi-Modal Bridge (IDP Items C25, C26 & CS7)

7.392. A multi-modal bridge is proposed over the CNEB connecting Park Farm Village and Hawthorn Village (both located within Zone 2). The bridge would provide one of two vehicle accesses to Hawthorn Village and is critical to the CGC Bus Strategy. Short term, the bridge is required to convey minerals as part of the mineral extraction planned at Park Farm.

7.393. An initial financial contribution (C25) would be required to cover the upgrade of the CNEB mineral conveyor bridge to a multi-modal highway bridge. An occupational trigger point related to development within Hawthorn Village will need to be agreed.

7.394. A Conveyor Bridge Legal Agreement has been signed between ECC and CLQ ,which establishes bridge maintenance responsibilities, future licence provisions, warranty provisions regarding the design and construction of the bridge and approach embankments, and a cost indemnity.

7.395. Following the conclusion of the mineral extraction, upgrades will be required (C26) including:

- The full reconstruction of both approach embankments (removal of existing material and import of suitable fill material).
- Implementation of a load transfer platform (1,048 No piles - 450mm diameter at 14m to 25m long) under each approach embankment to improve original ground conditions and ensure embankments are fit for purpose for traffic loading.
- Construction of new adoptable highway within both approach embankments (including drainage and street lighting).
- Highway adoption upgrade works to the existing overbridge (includes resurfacing works to the bridge deck, construction of 6m wide footway / cycleway, construction of 3m wide footway, installation of VRS and street lighting).

7.396. Commuted sums to be used for the long-term maintenance of the bridge are also included in the IDP as item IDP CS7.

Wayfinding Signs within Beaulieu (IDP Item C41a)

7.397. A scheme of wayfinding signage within Beaulieu is required to help direct future residents of the new Garden Community zones to key destinations, such as Beaulieu Park Railway Station. The signage is to be delivered by the Zone 2 developer within the cost set out in the IDP C41a. Essex Highways have recommended an occupation trigger of 50 dwellings for Zone 2.

C41b Active Travel Improvements within Beaulieu (IDP Item C41b)

7.398. A scheme of active travel improvements is required within Beaulieu to improve the quality of off-site routes to key destinations such as the Beaulieu Neighbourhood Centre and Beaulieu Park Railway Station. Works are proposed to the following junctions:

- Commonwealth Link / Frank Praill Road
- Commonwealth Link / Remembrance Avenue
- Wilfred Waterman Drive Junctions x 2 (resurface and remark)

7.399. The works are to be delivered by the Zone 2 developer within the cost set out in the IDP C41b.

Footpath Boreham 16

7.400. A section of Footpath Boreham 16 would need to be converted to a bridleway to facilitate a connection between the existing bridleway network (Boreham 48) and the new orbital multi-user route intended to provide a route around the perimeter of Duke's Wood Nature Park, as outlined in the submitted Access and Movement Parameter Plan.

Conclusion

7.401. The development is considered acceptable and in line with the requirements and expectations of the NPPF, the policies of the Chelmsford Local Plan, the Garden City Principles and the DFD securing a significant number of active travel measures intended to realise the modal share target of 60%, which extend far beyond those delivered on any other strategic site to date including the provision of mobility hubs.

7.402. The movement items for Zone 2 account for nearly 33% of the total cost of all infrastructure items attributable to Zone 2.

7.403. Following the cancellation of the A12 DCO scheme, cross party working has enabled agreement to be reached on a scheme of proportionate mitigation works, which would be public sector funded and delivered by Essex County Council.

Green & Blue Infrastructure
Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 6 – Local Infrastructure, 7 – Protecting and Enhancing the Natural and Historic Environment,
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S2, S3, S4 DM Policies: DM13, DM14, DM15, DM16, DM17, DM18, DM24

Policy Position
NPPF

7.404. Paragraph 135 states that planning policies and decisions should ensure that developments are (b) *'visually attractive as a result of ….. effective landscaping'*, (c) *'sympathetic to local character and history, including the surrounding built environment and landscape setting'* and (e) *'optimise the potential of the site to accommodate and sustain an appropriate amount and mix of development (including green and other public space)'*.

7.405. New development is to be planned for in ways that *'avoid increased vulnerability to the range of impacts arising from climate change'* with care taken to *'ensure that risks can be managed through suitable adaptation measures, including through incorporating green infrastructure and sustainable drainage systems'* (paragraph 164 (a)).

7.406. Paragraph 187 (d) advises that planning decisions should contribute to and enhance the natural and local environment by *'minimising impacts on and providing net gains for biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures'*. Development should wherever possible *'help to improve local environmental conditions'* (e).

Adopted Chelmsford Local Plan

7.407. Strategic Policy S4 – Conserving and Enhancing the Natural Environment advises that the Council will plan for a multifunctional network of green infrastructure, which protects, enhances and, where possible, restores ecosystems, securing a net gain in biodiversity across the Council's area. Contributions from developments will be secured, where appropriate towards mitigation measures identified in the Essex Recreational Disturbance Avoidance and Mitigation Strategy (RAMS).

7.408. The site policy for Strategic Growth Site 6 – North-East Chelmsford allocates land for a high-quality, comprehensively-planned, new sustainable Garden Community. The development is required to be supported by a new country park and appropriate provision of community space and significant new multi-functional green infrastructure. The policy details a series of site masterplanning principles in respect of the historic and natural environment; these include provision of a network of green infrastructure to mitigate the visual, biodiversity and heritage impacts of the development, preservation and enhancements of a series of listed buildings and their settings, provision of a generous landscape buffer to preserve the setting of identified nearby heritage assets, appropriate habitat mitigation and creation and the provision of suitable SuDS and flood risk management.

7.409. Policy DM24 – Design and Place Shaping Principles in Major Developments requires all new major developments to be of high quality built form and urban design. All new major development should respect the historic and natural environment of biodiversity and amenity interests through the provision of a range of green spaces, provide public open space and contribute to green infrastructure, retain existing trees and other landscape features and provide opportunities to promote healthy living and improve health and wellbeing.

Garden City Principles & the DFD

7.410. The Garden City Principles advise that Garden Communities should enhance the natural environment providing a comprehensive green infrastructure network and net biodiversity gains, using zero-carbon and energy-positive technology to ensure climate resilience. Communities should combine the best of town and country to create healthy communities, including opportunities to grow food.

7.411. The DFD sets out the vision and framework for the Garden Community at its heart are two framework Parameter Plans (Land Use & Access and Green Infrastructure). The plans in turn have informed an illustrative masterplan, which is based upon an indicative development specification which illustrates how the Garden Community can deliver the vision and ethos. The vision is underpinned by a series of key targets and metrics which include provision of 50% green infrastructure, 20% biodiversity net gain and 3 trees per dwelling.

Site Wide Approach to Green & Blue Infrastructure

7.412. The Garden Community is fundamentally underpinned by a strong green and blue infrastructure network, which creates multi-functional green spaces and corridors, building upon existing landscape features, celebrating and connecting important heritage assets through a network of discovery trails and prioritising active travel through the delivery of approximately 20km of safe multi-functional greenways.

7.413. The multi-functional greenways vary in width and function, dependent upon their location within the Garden Community, with many exceeding the width of the existing Linear Park at Beaulieu in places. The routes are intended to accommodate shared cycle and pedestrian surfaced routes, equestrian use, where appropriate, native hedgerows, existing and new tree planting, incidental 'play on the way' features / trails, alongside informal sport in the form of outdoor gyms / fitness trails. The greenways connect to three substantial new Destination Parks; these are evenly distributed across the Garden Community and are intended to fulfil a multitude of functions, providing publicly accessible, high quality green and natural open spaces within an 800m walking distance of all homes. The larger destination parks would be supplemented by village greens.

7.414. The masterplan is landscape led, using existing and historical hedgerow alignments and trees to define the development parcels. Trees and hedgerows are intended to provide the core of the green infrastructure for the masterplan as well as framing the landscape. Development is proposed to be enriched by new planting with a target of 3 new trees per dwelling, equating to approximately 16,000 new trees. New tree planting would be accommodated across the development, within the new Destination Parks, via linked greenways, village greens and within streets, where feasible. Hedgerows are proposed to be used to support the movement of ecology across the development and to connect to the wider area. Woodland planting and landscaped areas would be used to frame open spaces, provide buffer planting, screen road noise, and improve air quality with an area of historic woodland reinstated at Dukes Wood Nature Park. Hedgerows would be used to support the movement of ecology across the development and to connect to the wider area.

7.415. Three new destination parks are proposed across the Garden Community - Channels Discovery Park, Park Farm Meadows and Dukes Wood Nature Park. The parks would cover an area of approximately 150 hectares and provide a mosaic of habitats, managed to conserve nature whilst offering opportunities for residents to experience, interact and appreciate nature and heritage alongside delivering a range of new leisure, sport and education provision. 17ha of formal sports is secured at Great Belsteads and Dukes Wood with co-located provision at the All Through School Campus.

7.416. A network of sustainable drainage is proposed across the Garden Community to build in resilience to climate change. The proposed approach is intended to be multi-functional providing landscaping, biodiversity and health and wellbeing benefits to local residents through their dual role as an amenity space and drainage resource.

7.417. The Garden Community site has a rich and diverse historic environment with several historic farmsteads, lanes and trackways and hedgerows; these provide opportunities for enhancement and the creation of a sense of place, which is shaped by local heritage. Features of the historic landscape are proposed to be retained and enhanced, where feasible; these include aspects of the New Hall Estate and Boreham Airfield. Historic hedgerows would be preserved and reinstated. The area is also known to be rich in buried archaeological remains; these would be preserved in situ, where encountered, or the design would ensure avoidance of harm.

7.418. A series of Discovery Trails are proposed to extend across the Garden Community within the greenways and Destination Parks. The DFD notes that these are to be waymarked where they pass through, or close to, sites of historic and environmental interest, with interpretation boards and public art and/or landscape features incorporated at points along the routes to aid interpretation of the site's rich history.

7.419. Areas of buffer planting are proposed at a series of points as detailed on page 81 of the DFD to help screen views of the Garden Community from heritage assets. Areas of lower scale development were identified within the DFD; these include alongside Domsey Lane, north of the Northern RDR and adjacent the Channels Complex.

Green & Blue Infrastructure Provision within Zone 2

7.420. Zone 2 seeks to embed approximately 70% of green infrastructure within the development area, which would exceed the 50% target as set out in the DFD for the entirety of the Garden Community. The accompanying Green Infrastructure Strategy confirms delivery of approximately 135 hectares of public open/green space, which would far exceed the policy requirement of a minimum of 28.98 hectares.

7.421. The Zone 3 application has been accompanied by an Environmental Statement (ES) which includes chapters on Landscape and Visual Impact (Chapter 14), Biodiversity (Chapter 9), Hydrology and Hydrogeology (Chapter 13) and Historic Environment (Chapter 8).

7.422. The application has been amended during its consideration and accordingly the ES has been updated with ES Addendums submitted in November 2024 and March 2026. The ES addendum from November 2024 provided updates in relation to sports provision, the green infrastructure strategy and the position in relation to the Romney Hut. The latest ES Addendum dated March 2026 noted the changes to the scheme since November 2024 and in relation to green and blue infrastructure, provided updates on heritage, with specific reference to the Park Farm farmhouse and the T2 aircraft hanger and Romey Hut within Hawthorn village. The ES Addendums set out the review that has been undertaken into each chapter of the ES.

Landscape & Visual Impact

7.423. Strategic Growth Site Policy 6 seeks to deliver a network of green infrastructure, which would mitigate the visual, biodiversity and heritage impact of the development.

7.424. Strategic Policy S4 – Conserving and Enhancing the Natural Environment, as detailed above sets out the Council's commitment to planning for a multi-functional network of green infrastructure.

7.425. Policy DM17b – Trees, Woodland and Landscape Features states that planning permission will be granted for developments that do not result in unacceptable harm to natural landscape features that are important to the character and appearance of the area.

7.426. A Landscape and Visual Impact Assessment forms part of the Environmental Statement. The LVIA has characterised the site as having a gently sloping rural plateau which slopes from northwest to southwest with a mix of agricultural land and a strong network of hedgerows and hedgerow trees.

7.427. The LVIA confirms that harm to character will be mitigated through construction methods which will ensure compliance with a construction environmental management plan. The landscape would also be enhanced through the delivery of large areas of new landscaping and green infrastructure, including a new nature park, sports facilities, productive landscapes and natural and semi natural green space; these elements will be set out further below.

7.428. The conservation and enhancement measures set out in the LVIA are welcomed and would contribute to the objective of conserving and enhancing the existing landscaping ensuring compliance with the NPPF, the policies of the Chelmsford Local Plan, the Garden City Principles and the DFD.

Green Infrastructure

Dukes Wood

7.429. The Zone 2 development would secure the delivery of two of the three new destination parks to be delivered across the Garden Community. The largest of the two parks within Zone 2 would be Dukes Wood Nature Park located within the northeastern corner of the site and with a site area of approximately 104 hectares.

7.430. The nature park at Dukes Wood would be arranged around a large central lake, which would form the prominent element of the park encompassing approximately 47.7 hectares of the site and formed from the post mineral extraction restoration works. The applicant has indicated that post restoration, the lake would take approximately 25 years to fill to its full extent.

7.431. The nature park would extend to Cranham Road to the north and residential development proposed as part of Hawthorn village to the south. The CNEB would sit to the west of the new nature park.

7.432. Given its size, the character of the nature park changes; areas with the east and north, would be wilder and more natural in appearance with the reinstatement of the historic woodland. The woodland would give the nature park an open and green character and separate the site from the urban residential areas to the south. Areas within the western part of the nature park would be more formal and urban in character and comprise the Dukes Wood Sports Hub. The gypsy and traveller site would be located northwest of the nature park.

7.433. An orbital multiuser active travel route, for use by pedestrians, cyclists and horses, would circle the large central lake. The route would allow for opportunities for informal sport as well as leisure. The Green Infrastructure Parameter Plan indicates that play on the way spaces would be introduced along the route reflecting the different character of the nature park on its eastern and western sides.

7.434. The nature park would also deliver areas of wetlands and grasslands, which would support and enhance local biodiversity. The lake would provide potential future opportunities for water sports or leisure to be introduced within the site.

7.435. Active travel connections from the nature park into Cranham Road and the public right of way network would also be provided enabling the nature park to be accessible to existing communities which surround the site.

7.436. Due to mineral extraction and required restoration, Dukes Wood Nature Park would not be provided for at least 20 years and is indicated to come forward within Phase 6 of the development.

7.437. Chelmsford Garden Community Council has raised concerns regarding the future management of the nature park advising that it may be deemed inequitable should residents pay for the management of a facility intended for the wider Chelmsford Area. The City Council's preference is for the nature park to be adopted and managed by the City Council; this would need to be agreed via the relevant planning obligation.

Park Farm Meadows

7.438. Park Farm Meadows forms the third and smallest, destination park within the Garden Community extending to approximately 11 hectares in size and located directly west of the bypass. The meadows would extend across the full extent of the western half of Zone 2 providing a green buffer between Park Farm and Willow Hill.

7.439. The meadows would deliver a natural parkland at the centre of the Garden Community focused upon ecological and wetland habitats. The area would contain Park Farm Brook, which is an existing water course and include three SuDS basins along with wetland grassland and swathes of species rich meadows. Areas of pollinator plants would also be delivered. Intersecting the areas of water would be areas of amenity space for informal leisure or community activities.

7.440. The vehicular bridge over the bypass would intersect the meadows. South of the bridge, the parkland would be more natural and open in form with secondary routes, informal paths and areas of informal play space. Areas of woodland buffer proposed to separate the site from the bypass would also be delivered. North of the bridge the meadows would be more formal in character incorporating some of the primary active travel routes within Zone 2, areas of play and community gardens.

7.441. The greenways and corridors through the development on the western side of Zone 2 would link into the meadows. The wetland character of the meadows would provide opportunities for ecological and biodiversity improvements.

7.442. The phasing plan indicates that Park Farm Meadows would form part of Phase 1 of the Zone 2 development.

The Ride and Park Pale

7.443. The Ride and Park Pale form existing landscapes within the site historically associated with the Grade I listed New Hall to the south of the site. The Ride and Park Pale sit to the west of the bypass and intersect the residential development associated with Park Farm.

7.444. The Ride is characterised by its linear landscape which extends from Beaulieu Parkway in the south to join with Park Farm Meadows in the north. The landscape comprises an existing avenue of mature trees. The linear nature of the Ride will help create and frame views with additional tree planting introduced along its length together with opportunities for feature trees or public art to bookend the views.

7.445. The two Park Pales extend from the Ride and are characterised by their elevated landform. The landscape is intended to have an estate parkland character including informal trees, variations in topography and SuDS features.

7.446. Collectively the landscapes will provide opportunities for community uses such as formal play, picnic areas and fitness stations. The active travel movement network would extend through these landscapes and form a key part of the Discovery trails and public art network.

Park Farm Green

7.447. Park Farm Green would be located to the immediate south of the Park Farm Community Hub and would form a community space. The Green would provide potential opportunities for community orchards, informal and formal play space. A meandering active travel route to Park Farm would also be provided.

7.448. The Park Farm Green community area would also include an informal multi use games area (MUGA). The incidental sports area would be in addition to the play space and increase the community offer within the area. The MUGA is expected to be transferred to the City Council to operate and manage.

Greenways and Green Infrastructure Network

7.449. The greenways form a key part of the sustainable movement strategy for the Garden Community; whilst not clearly shown on the Green Infrastructure Parameter Plan, the submitted Green Landscape Strategy and Design and Access Statement does detail the indicative locations. The plan indicates that the greenways would meander through the residential parcels providing green corridors between the built form and allowing for a connected series of links, which would connect to the areas of open spaces and the destination parks. The routes would be informal, and nature-led adopting varying widths and sizes depending upon their location. The final location and appearance of the greenways would be confirmed as part of the reserved matters submissions.

7.450. The development seeks to incorporate, retain, and enhance the existing hedgerow network wherever possible as part of a biodiversity corridor, where habitat enhancements are focused. The scheme proposes supplementing the existing hedgerows with new hedgerow trees, set no more than 20m apart, and by creating pockets of scrub and wooded copse along, and within, corners of the greenways. Buffer zones would be created alongside the existing hedgerows to help protect the existing features. The greenways would provide a positive opportunity to incorporate ecological features within the site, potentially using deadwood and the addition of new ponds, which would offer biodiversity benefits. The greenways would also provide opportunities to incorporate productive landscapes.

7.451. The greenways would provide high quality amenity space, incorporating opportunities for play on the way, recreation and areas to sit and rest.

7.452. The introduction of greenways which will provide benefits for residents and wildlife and enable biodiversity enhancements to be delivered are welcomed and would ensure compliance with the NPPF, the policies of the Chelmsford Local Plan, the Garden City Principles and the DFD.

Open Space

7.453. Paragraph 103 of the NPPF highlights the importance of delivering *'access to a network of high quality open spaces and opportunities for sport and physical activity'* in the context of the *'health and wellbeing of communities'*.

7.454. Strategic Growth Site Policy 6 in allocating land for a high-quality, comprehensively planned, new sustainable Garden Community seeks the provision of a coherent network of public open space, formal and informal sport, recreation and community space within the development.

7.455. Policy DM24 of the Chelmsford Local Plan sets out the design and place shaping principles for major developments; this includes the provision of public open space and green infrastructure. Appendix B of the Local Plan (Table 12) details the amount of accessible and strategic public open space required for new major developments in Chelmsford. The table bases the open space provision on requirements per 1000 residents. The expectation for a development of this size is for the open space provision to be provided on site.

7.456. Based on the figures set out within the Local Plan the Zone 2 development, delivering up to 3,500 new dwellings equating to 8,400 new residents, would be required to provide a minimum of 28.9 hectares of public open space on site.

7.457. The Green Infrastructure Strategy states that more than 135 hectares of public open space would be provided within Zone 2. The open space would principally be provided within the

destination parks of Dukes Wood Nature Park and Park Farm Meadows as well as within the Ride and Pale and the Park Farm Green; however, notable areas of green infrastructure would also be delivered in the form of amenity green space, play provision, natural and semi natural green space and productive landscapes. The open space provision to be provided for Zone 2 far exceeds the requirements of the Local Plan.

Parks and Sports Provision

7.458. The requirements in respect of parks and recreation provision would be more than adequately delivered by the new destination park. The large area of strategic open space would deliver play space alongside active travel routes and offer biodiversity improvements.

7.459. The DFD states that the Garden Community would deliver over 17 hectares of formal sports pitches, evenly distributed across the development ensure that all future residents would have easy access to sports facilities as the community grows. The 17 hectares of formal sports would be delivered in three sports hubs; Great Belsteads (Zone 3), which would deliver 6.1 hectares, Dukes Wood (Zone 2), which would deliver 7.36 hectares, and the All Through School (Zone 2), which would deliver 4.49 hectares. The formal sports provision would be supported by informal sports and play provision serving all age groups.

7.460. The application has been accompanied by a Green Infrastructure Strategy and Zone 2 Sports Strategy, which sets out the formal sports provision to be delivered within Zone 2. The strategies have been supplemented by two technical notes in response to comments made on the original strategies and which provide clarifications on the outdoor, and indoor sports provision, to be provided within Zone 2.

7.461. Zone 2 would deliver two of the three formal areas of outdoor sports provision to be delivered within the Garden Community and would also deliver the indoor sports provision at the All Through School.

7.462. The Dukes Wood Sports Hub would form the largest of the areas of strategic sports provision within Zone 2 with a site area of approximately 7.36 hectares, in line with the DFD. The sports hub would sit adjacent to the nature park within the north-eastern corner of the site. The Sports Strategy indicates the components of sports provision to be provided on site and includes indicative plans detailing how the sports provision could be accommodated. The strategy demonstrates that two senior grass football pitches, one senior 3G football pitch, four junior grass pitches, one cricket field with 9 wickets could be comfortably accommodated in accordance with Sport England Guidance (including the recommended run-off distances and ball strike zones of 80m from the cricket wickets), space for cricket nets and a three court MUGA, which could be used interchangeably for tennis, netball or basketball provision. The plans provided are indicative but show that the sports provision can be accommodated on the site. The layout allows flexibility to meet local demand for pitches. The plans also indicate space for potential future sports provision including padel and additional courts for the MUGA.

7.463. The Dukes Wood Sports Hub, in addition to the formal sports pitches, would also incorporate provision for a sports pavilion, NEAP and LEAP play space together with a car park designed to deliver 150 parking spaces. The Sports Strategy does not include an indicative layout for the pavilion but indicates what it is expected to include. The strategy assumes that the pavilion would provide changing room space for home and away teams, separate changing facilities for referees, toilets, kitchen space, a bar with associated function room, meeting room and office space and storage facilities. The precise layout and details of the pavilion, additional outdoor areas of space including the play area and supporting facilities would form part of a future

reserved matters submission. Condition 9 – Sports Pitches & Pavilion Layout for Dukes Wood Sports Hub – Zone 2 fully details the local planning authority's requirements in that respect.

7.464. The approach to Dukes Wood Sports Hub, the quantum of sports provision and the indicative layout have been the subject of extensive discussion between the applicant team, the local planning authority, the Council's Parks team and Sport England to ensure appropriate testing of an indicative layout ensuring that the sports hub could function effectively in the future and meet Sport England guidance. The Sports Strategy has demonstrated that the car park and play area would be located beyond the 80m ball strike distance recommended by the England Cricket Board in relation to the cricket square. Sport England has therefore recommended that a ball strike assessment be prepared as part of the future reserved matters to assess any potential risks to users of the route and play space and identify any mitigation which would be required. The requirement is included within Condition 9 - Sports Pitches & Pavilion Layout for Dukes Wood Sports Hub as referenced above.

7.465. The second sports area within Zone 2 would be provided at the All Through School at Dukes Wood. The sports provision would be delivered on a joint use basis for use by both the school and the community. The sports site at the All Through School would have a site area of approximately 2.3 hectares and include space for two senior 3G pitches and a four court MUGA providing interchangeable tennis, netball and basketball provision. The Sports Strategy incorporates a layout plan for the associated school playing fields which details the areas of the sports fields solely intended for use by the school alongside the joint use provision. The final layout of the school playing fields would be agreed at reserved matters stage. Sport England have indicated that they are satisfied that the school site could accommodate the required provision.

7.466. Zone 2, in addition to the areas of formal sports provision, would also provide opportunities for informal outdoor sports provision including a circular running route within the Dukes Wood Nature Park and an additional one court MUGA at Park Farm Green. The Sports Strategy also indicates that there would be the potential for future water sports opportunities at the lake within Dukes Wood Nature Park, this would be subject to future discussions.

7.467. The local planning authority and Sport England are satisfied that the submitted Zone 2 Sports Strategy provides sufficient comfort that suitable outdoor sports provision would be accommodated within this part of the Garden Community to serve the needs of future residents of Zones 2.

7.468. The Sports Strategy indicates that the All Through School would also provide indoor sports provision to serve Zone 2 and the wider Garden Community. The strategy has been supplemented by a technical note to address comments received from Sport England. The joint use provision would comprise a four-court sports hall sized to Sport England standards, an activity studio and changing rooms. Additional provision would also be made for changing rooms, an activity studio and storage rooms for the sole use of the community. The final form and layout of the indoor sports provision would be agreed at reserved matters stage, with the specification to be included within the s106 Agreement for Zone 2.

7.469. Sport England have indicated that they are satisfied that the indoor sports provision would be suitable to meet the indoor sports needs of the Garden Community residents.

7.470. A community use agreement would be required to secure access to the outdoor and indoor sport provision for use by the community outside of school hours and term time; this would form a specific obligation within the s106 Agreement for Zone 2. The County Council would use its reasonable endeavours to secure the agreement with the academy chosen to run the All Through School, whilst it is fully anticipated that an agreement would be secured, it is necessary to allow for a fallback position. The fallback position would require the applicant to make a financial contribution equal to the cost of providing the joint use facilities at the All Through School to the City Council, for strategic open space.

7.471. The Garden Community Council have raised concerns regarding the joint use model should the provision be owned by the school, as this may not allow residents access to the sports provision. The required community use agreement would need to be designed and managed appropriately to allow suitable access for the community. The matters raised are noted and appropriate requirements would form part of the community use agreement to ensure genuine availability of the sports provision for use by the community.

7.472. Scope also exists, as acknowledged in the DFD, to accommodate community fitness elsewhere within the Garden Community via commercial gyms and community halls, like the approach at the Beaulieu Community Centre, where there are multiple hirings for fitness classes.

7.473. The three mixed use village centres within Zone 2 would also be designed to provide the opportunity for indoor sports to be incorporated within a community centre with the potential to incorporate a small gym or other sports provision within a unit.

7.474. The three primary schools within Zone 2 would be provided with playing fields and a school hall. The facilities, whilst not to be considered as a substitute for dedicated community facilities and principally provided and designed for primary school aged children and school use, would offer the potential to complement dedicated community sports facility provision being accommodated elsewhere. Limited detail is available at this time as to what would be provided on the primary school sites but to ensure that the school's facilities are secured for community use, Sport England have requested that any planning permission makes provision to secure the community use of the sports facilities provided on the school site. A formal community use agreement would be the appropriate mechanism for securing community use as without it there would be no certainty that the facilities would be accessible to the community in practice after they have been built. The agreement would be secured as an obligation within the s106 Agreement.

7.475. Sport England has accepted that the rugby and hockey provision required to meet the need of the development will be best delivered off site where there are existing facilities with a large quantum of pitches. Off-site provision, which could include new pitches, or improvements to existing facilities, would be provided at existing specialist sporting facilities.

7.476. Sport England have also identified that the development generates the need for further swimming pool provision. The local planning authority notes that the identified demand for a further pool would likely be delivered off site through CIL contributions directed towards improvements to existing swimming pools within Chelmsford.

7.477. The Chelmsford Garden Community Council are concerned that delivering any future swimming pool through CIL payments will not confirm delivery and therefore land should be set aside for a future pool facility. The safeguarding of land within Zone 2 to deliver a facility, which may not come forward due to several factors, including cost would not be appropriate. The use of CIL contributions to improve existing facilities in Chelmsford is considered preferable and would still

serve the residents of the Garden Community and Chelmsford as the contributions could be used to upgrade and improve existing facilities that are already open and operational. The viability position is such that it is necessary to recycle 100% of the available CIL to achieve compliant affordable housing as set out in the 'Infrastructure Delivery Plan, Viability Position & CIL Reinvestment' section of the report.

7.478. The NPPF seeks to promote healthy communities through good urban design (paragraph 8 (b)). The Garden Community presents opportunities for incorporating active design principles into the scheme. Sport England has requested a condition requiring the applicants to demonstrate within each future phase how promoting physical activity has been considered in the design and layout of the development. The matter is addressed by Condition 6 – Reserved Matters Content.

7.479. Adequate formal outdoor and indoor sports provision would be secured for the future residents of Zone 2 in accordance with the requirements of the NPPF, the policies of the Chelmsford Local Plan, the Garden City Principles and the DFD and has been the subject of detailed discussion with Sport England and the Council's Parks and Leisure Service teams.

Play Provision

7.480. The DFD requires the Garden Community to deliver an appropriate mix of formal, equipped children's play to be evenly distributed across the zones to meet Local Plan policy requirements. The DFD states that the Garden Community would deliver 5 Neighbourhood Equipped Areas of Play (NEAPS), 10 Local Equipped Areas of Play (LEAPS), numerous Local Areas of Play (LAPS) and informal 'play on the way' spaces alongside the Greenways.

7.481. The Zone 2 development would deliver approximately 0.84 hectares of formal play provision in line with the requirements of the Local Plan. The play provision would include play spaces for different age groups and abilities comprising 3 Neighbourhood Equipped Area of Play (NEAP) for older children, 5 Local Equipped Areas of Play (LEAPs) for younger children and 8 Local Areas of Play (LAP's) for the youngest groups along with 5 'play on the way' zones. An informal multi use games area (MUGA) would also be accommodated within Park Farm Green as well as incidental sport/play space located along the circular route within Dukes Wood Nature Park, both of which would form part of the overall play provision. The play space would be evenly distributed across the zone and within acceptable walking distances of residential properties.

7.482. Parks Services preference is for play spaces of different types to be located together, so that families do not have to walk to separate locations to find play provision for different age groups. The Green Infrastructure Parameter Plan and Sports strategy indicate that a closely located NEAP and LEAP would be provided within the sports provision at Dukes Wood and that a LAP would be located nearby. A closely located LEAP and NEAP would also be accommodated alongside the proposed informal MUGA in Park Farm Green. A LEAP and LAP are proposed to be accommodated together within an area of amenity green space between the residential parcels on the eastern side of Zone 2.

7.483. The quantum and location of formal play provision accords with the requirements of the Local Plan; however, it is noted that some provision is proposed at the edge of the development parcels. The Green Infrastructure Parameter Plan, however, indicates that the development parcels could include pocket parks; such provision would be welcomed, and would introduce play space into the development parcels. The distribution of play provision, on this basis, is considered acceptable. Co-ordination has been undertaken with Zones 1 and 3 to ensure that the play provision is sensibly located across the wider Garden Community such that it does not overlap and is best placed to serve future residents.

7.484. The final design, form and location of the play provision would be confirmed as part of the future reserved matters applications.

Amenity Green Space

7.485. The Green Infrastructure Strategy indicates that approximately 8.13 hectares of amenity green space would be provided within the development, which would exceed the policy requirements (3.36 hectares). The areas of amenity green space would be located within the development parcels and provide areas of green space close to the homes of future residents.

Productive Landscapes

7.486. Chapter 8 of the NPPF seeks to promote healthy and safe communities. Enabling and supporting healthy lives is to be achieved *'through both promoting good health and preventing ill-health, especially where this would address identified local health and well-being needs and reduce health inequalities between the most and least deprived communities – for example through provision of safe and accessible green infrastructure, sports facilities, local shops, access to healthier food, allotments and layouts that encourage walking and cycling.'*

7.487. The site policy for Strategic Growth Site 6 – North-East Chelmsford requires the provision of new multi-functional green infrastructure which includes allotments.

7.488. Appendix B of the Local plan requires the delivery of allotments and community gardens as part of the accessible open space provision.

7.489. The DFD recognised the role community gardens, orchards and allotments could play in providing an accessible growing landscape for residents to cultivate, produce and grow food with informal opportunities being possible within the greenways and open spaces for foraging.

7.490. Zone 2 proposes the provision of 3.16 hectares of productive landscapes, which would include community gardens, community orchards and foraging trails. The overall quantum of provision of productive landscapes would accord with the requirements of the local plan.

7.491. The Green Infrastructure Parameter Plan has identified potential locations for the productive landscapes. The supporting Green Infrastructure Strategy incorporates a productive strategy plan, which identifies where the different types of productive landscapes could be located within the zone. The strategy identifies four areas for community gardens, located to the north of Park Farm, adjacent to Park Farm Village Centre, to the south of the Dukes Wood sports provision and within the southeastern corner of the site. The other areas identified on the Parameter Plan are shown to be delivered as community orchards. The plan within the Green Infrastructure Strategy notes that all the areas of productive landscape would be linked together via foraging trails, which would run alongside the greenways and through the residential parcels. The productive landscape plan is indicative, and the final location and form of these areas would be finalised at reserved matters stage.

7.492. The long-term management and ownership of the productive landscapes would also be confirmed later. The intention currently is that these would be assets owned by the stewardship body.

7.493. The public open space to be provided within Zone 2 would exceed the policy requirements set out in the Local Plan and would comply with the NPPF, the Garden City Principles and the DFD.

Trees

7.494. Paragraph 136 of the NPPF recognises the important contribution which trees make to *'the character and quality of urban environments'* whilst also helping to *'mitigate and adapt to climate change'.* Planning decisions should ensure that *'new streets are tree lined*, *that opportunities are taken to incorporate trees elsewhere in developments (such as parks and community orchards), that appropriate mitigation measures are in place to secure the long-term maintenance of newly planted trees, and that existing trees are retained wherever possible'.*

7.495. Strategic Policy S4 – Conserving and Enhancing the Natural Environment, as detailed above sets out the Council's commitment to conserving and enhancing the natural environment.

7.496. Policy DM17 (b) – Trees, Woodland and Landscape Features states that planning permission will be granted for developments that do not result in unacceptable harm to the health of a preserved tree and natural landscape features that are important to the character and appearance of the area.

7.497. Policy DM24 – Design and Place Shaping Principles in Major Developments seeks to retain existing trees and other landscape features where appropriate and explore opportunities for new tree planting.

7.498. The site policy for Strategic Growth Site 6 – North-East Chelmsford requires integration of landscape features.

7.499. The City Council published a Tree Planting Planning Advice Note in November 2022. The publication of the note follows the Council's declaration of a Climate and Ecological Emergency to focus attention on reducing carbon and greenhouse gas emissions in Chelmsford to achieve a more sustainable future. The Council's Climate and Ecological Emergency Action Plan include undertaking a greening programme to significantly increase the amount of woodland and the proportion of tree cover within Chelmsford. The Planning Advice Note indicates that the Council has an ambition to plant at least one tree for every existing resident and at least three trees per new dwelling.

7.500. The Garden Community is fundamentally landscape led, using existing and historical alignments and trees to define the development parcels. The trees and hedgerows within the wider site provide the core of the green infrastructure for the masterplan as well as framing the landscape. The DFD sets a target to deliver three new trees per dwelling; this accords with the Council's ambition as set out in the Tree Planting Planning Advice Note.

7.501. The application has been accompanied by an Arboricultural Impact Assessment, which alongside the Green Infrastructure Strategy has identified the current trees on site. No protected trees are present on site, and the mineral working area is devoid of trees and vegetation. Groups of trees and hedges are located along field boundaries on the western side of the site. Strong linear planting is evident along the northern site boundary adjacent to Cranham Road.

7.502. The existing tree population on site comprises; 17 Category A trees, 234 Category B trees, 134 Category C trees and 21 Category U trees. The age class of the trees is mostly mature with two veteran trees. The species are principally native trees, with hawthorn being the most prevalent species. The mineral extraction work would result in the removal of the trees within the

southwestern corner of the site. All other trees of value will be retained and enhanced by new tree planting.

7.503. The tree and woodland strategy for Zone 2 is set out in the submitted Green Infrastructure Strategy, this indicates that the development would retain existing trees and vegetation where possible. The Zone 2 development, in addition to the retention of existing trees, would deliver a minimum of 10,500 additional trees in line with the DFD targets of three trees per dwelling. The new trees would be planted within the green infrastructure network including Dukes Wood Nature Park and Park Farm Meadow, the greenways, productive landscapes and tree lined streets. Trees which are proposed to be felled would be repurposed as part of the natural play features.

7.504. New tree planting to be delivered across Zone 2 would comprise a range of tree, woodland and hedgerow planting, with trees also planted within public open spaces and along streets. Landmark trees are proposed at key publicly accessible destinations; these trees would also provide natural wayfinding marking and create the terminus of visual routes such as the Ride.

7.505. The Green Infrastructure Strategy has set out the types of tree species which could be proposed across the zone together with an indicative plan detailing where the trees would likely be located. Chelmsford Garden Community Council have advised that consideration be given to species selection to avoid problems such as tree failures. The final species and locations of all new trees would be agreed at reserved matters stage.

7.506. The long term management of the new trees and landscaping could fall within the remit of the stewardship body. The long-term success of the retained and proposed tree stock would be dependent upon good maintenance and management and in this respect a detailed management plan would be secured by condition – see Condition 51 – Landscape & Ecological Management Plan.

7.507. Submission and approval of a detailed method statement in relation to tree protection would be required prior to commencement of development works and adequate supervision would be provided throughout construction; the submission of a detailed method statement would be secured by condition – see Condition 11 – Tree Report.

7.508. The tree strategy acknowledges the important contribution that trees can make to the character and quality of a development. The existing trees would be retained where possible and these would be supplemented by 10,500 new trees. The proposed tree strategy would comply with the requirements of the NPPF, the policies of the Local Plan, the Garden City Principles and the DFD.

7.509. The arboricultural impact assessment notes that the arboricultural impacts and method statements should be developed further at future reserved matters which would need to be accompanied by an Arboricultural Impact Assessment and Method Statement in line with Condition 10 - Tree Report detailing any impact of the development on the existing trees and any mitigation required.

Ecology

7.510. Paragraph 187 (d) of the NPPF advises that planning decisions should contribute to and enhance the natural and local environment by *'minimising impacts on and providing net gains for biodiversity, including by establishing coherent ecological networks that are more resilient to*

current and future pressures and incorporating features which support priority or threatened species such as swifts, bats and hedgehogs'.

7.511. Paragraph 192 (b) states that to protect and enhance biodiversity and geodiversity, *'plans should promote the conservation, restoration and enhancement of priority habitats, ecological networks and the protection and recovery of priority species: and identify and pursue opportunities for securing measurable net gains for biodiversity.'*

7.512. Paragraph 193 (a) advises that *'development whose primary objective is to conserve or enhance biodiversity should be support; while opportunities to improve biodiversity in and around developments should be integrated as part of their design, especially where this can secure measurable net gains for biodiversity or enhance public access to nature where this is appropriate'.*

7.513. Strategic Policy S4 – Conserving and Enhancing the Natural Environment sets out the Council's commitment to the conservation and enhancement of the natural environment, whilst planning positively for biodiversity networks.

7.514. Local Plan Policy DM16 (a) states that developments which are likely to have an adverse impact (either individually or in combination with other developments) on European designated sites must satisfy the requirements of the Habitats Regulations, determine site specific impacts and avoid or mitigating against impacts where identified. Contributions from developments will be secured towards mitigation measures identified in the Essex Recreational disturbance Avoidance and Mitigation Strategy (RAMS), where appropriate.

7.515. Part (d) of Policy DM16 states that all development proposals should conserve and enhance the network of habitat and species and sites and give appropriate weight to their importance. Development proposals should avoid a negative impact on biodiversity and geodiversity, mitigate unavoidable impacts and as a last resort compensate for residual impacts. All development proposals are required to deliver a net gain in biodiversity where possible, by creating, restoring and enhancing habitats, and enhancing them for the benefit of species.

7.516. The site policy for Strategic Growth Site 6 seeks to deliver a network of green infrastructure, which would mitigate the visual, biodiversity and heritage impact of the development.

7.517. The Zone 2 Environmental Statement and ES Addendum - March 2026 sets out the baseline ecological position, identifies the effects of development on protected species and the scope of mitigation, if any, which would be required. The latest ES Addendum confirmed that a site walkover took place in January 2026 and that the site conditions on site, were similar to those recorded in the original ES.

7.518. The recommendations and position set out in the ES documents are supported by specific assessments of the protected species present on the site; these documents have all been comprehensively reviewed and specialist ecological advice provided by Essex Place Services.

Great Crested Newts (GCN)

7.519. Great Crested Newts were found to be present within several ponds on the site or nearby. The ES indicates that the applicant intends to register the site with the Essex District Level Licensing Scheme, which provides a strategic solution to GCN mitigation across Essex.

7.520. The applicant has submitted a technical note which notes that there are Great Crest Newts present on site. The applicant has applied to Natural England to be included on the District Level Licensing Scheme with the expectation that they will be accepted onto the scheme as a previous application was accepted in 2024.

7.521. The local planning authority is satisfied that the technical note gives adequate confirmation that the Zone 2 development will be accepted onto the District Level Licensing Scheme.

7.522. A copy of the district level licence, however, is still required to be provided to give confirmation to the local planning authority that the mitigation has been delivered. The matter is secured by condition – see Condition 38 – Submission of a Copy of Natural England Mitigation Licence for Great Crested Newts.

Bats

7.523. The submitted desk study has identified 34 recordings of bats across the site; most activity was associated with hedgerows and scrub habitats at the edge of the site and all recordings related to bats foraging within the site with no roosts recorded within the Zone 2 site itself.

7.524. The local planning authority is satisfied that sufficient surveys have been carried out. Further surveys may however be required at reserved matters stage, if submitted 18 months after the existing survey work was completed. The matter is addressed by Condition 12 – Ecological Supporting Information.

7.525. The required Construction Ecological Management Plan would include appropriate mitigation measures designed to protect local bat populations, as well as habitats used by bats for roosting, foraging, and commuting during the construction phase, including controls on noise, vibration and air quality such that significant detrimental effects to bats are not anticipated – see Condition 66 – Construction Ecological Management Plan.

7.526. An increase in artificial light would negatively impact foraging bats and other light sensitive species. Details of a lighting scheme within each phase or sub-phase of the development would be secured by condition – see Condition 58 – Lighting Scheme.

Breeding Birds

7.527. Breeding bird surveys have been carried out, and these identified a large assemblage of breeding birds in some of which were breeding on the site. A lack of breeding birds were recorded within the active quarry site which due to its function does not provide good opportunities for foraging or nesting.

7.528. The ES notes that post delivery of the North-East Bypass the site could contain up to 14 pairs of skylarks; however, it is noted that there would be a reduction in skylark breeding opportunities across the site. The ES indicates that the provision of alternative nesting areas through the funding of skylark plots will ensure the population is maintained.

Badgers

7.529. The reports noted that the presence of several badger setts within the site, principally located outside of the active quarry. The ES notes that a licence would need to be obtained from Natural England, if works were required close to the setts.

7.530. The local planning authority is satisfied that the badgers have been surveyed appropriately.

Reptiles

7.531. The ES identified that the site has the potential for reptiles with the hedgerows and scrub providing a good habitat and the presence of a slow worm was recorded on site. The local planning authority is satisfied that the reptiles have been surveyed appropriately.

Other Priority Species

7.532. Other priority species, namely otters, common toad and hedgehogs have been identified on the site; these have likewise been surveyed appropriately.

7.533. The site is an active quarry and is due to remain so for several years. The baseline position for all protected species will therefore change over time, as will the need for, and the nature of the required mitigation; it is therefore accepted that in this case it would be appropriate for updated surveys to be submitted at reserved matters stage, which would identify the baseline position at that point in time and detail any mitigation required. The surveys will be secured by condition - see Condition 12 - Ecological Supporting Information.

RAMS

7.534. Strategic Policy S4 of the Chelmsford Local Plan states that where appropriate, contributions from developments will be secured towards mitigation measures identified in the Essex Recreational disturbance Avoidance and Mitigation Strategy (RAMS). The Council will seek contributions, where appropriate, from proposed residential developments to deliver all measures identified through project level Habitat Regulations Assessments (HRAs), or otherwise, to mitigate any recreational disturbance impacts in compliance with the Habitat Regulations and Habitats Directive.

7.535. The application site falls within the Zone of Influence (ZOI) for the Blackwater Estuary Special Protection Area (SPA) & Ramsar Site and the Essex Estuaries Special Area of Conservation (SAC); it therefore falls to be considered under the RAMS requirements.

7.536. A financial contribution (£169.45 per net new dwelling for 2025/26) would be sought in conjunction with each reserved matters prior to the commencement of development. The matter will be addressed within the s106 Agreement.

Habitats Regulations Assessment (HRA)

7.537. A Shadow Habitats Regulations Assessment accompanied the application. The local planning authority has reviewed the information contained within this document and has used it to draft a project level HRA.

7.538. The HRA, which was submitted to Natural England indicated that Zone 2 would provide 135 ha of green infrastructure/public open space, circular walks exceeding 2.5km around the new lake in Dukes Wood Nature Park and other features designed in accordance with Thames Basin Heath Suitable Alternative Natural Greenspace (SANG) guidelines.

7.539. Natural England has reviewed the HRA and confirmed that they are satisfied that the SANG provision is satisfactory for the proposed 3500 new dwellings within Zone 2. The mitigation is required to account in part for likely increased recreational disturbance at internationally

designated sites as the development falls within the Zone of Influence identified by RAMS. Natural England has noted a commitment to the payment of the appropriate Essex Coast RAMS tariff prior to commencement of development.

Conclusion

7.540. The local planning authority is satisfied that the impacts of the development on protected sites and species has been correctly identified within the ES and that the mitigation measures identified would conserve, and enhance protected, and priority species present on site, and would comply with the requirements of the NPPF, the policies of the Local Plan, the Garden City Principles and the DFD.

7.541. Ecological supporting information, comprising details of any required pre-constructed protected species surveys, proposed mitigation and enhancement measures for protected species and detailed design plans showing the layout of any new habitats and planting specifications would need to accompany all relevant reserved matters – see Condition 12 – Ecological Supporting Information.

Biodiversity Net Gain (BNG)

Site Wide Approach to BNG

7.542. Biodiversity Net Gain (BNG), which seeks to create and improve natural habitats and to ensure that development has a measurably positive impact on biodiversity compared to what was there before the development was made mandatory in the Environment Act (2021), which required all new developments to deliver a minimum of 10% BNG. The requirement came into force for major developments on 12th February 2024. The legislation includes a mandatory BNG condition which relates to all approved development. The Zone 2 application was submitted prior to the requirement coming into force.

7.543. Paragraph 187 (d) and 192 (b) of the NPPF as referenced above, set out requirements to protect and enhance biodiversity.

7.544. Policy DM16 (d) (iii) – Ecology and Biodiversity states that developments should deliver a net gain in biodiversity where possible, by creating, restoring and enhancing habitats, and enhancing them for the benefits of species.

7.545. The emerging Chelmsford Local Plan has amended the wording of Policy S4 to require that Garden Community developments deliver 20% biodiversity net gain. Amendments are also proposed to the site policy for Strategic Growth Site 6 – North-East Chelmsford to include a requirement to provide a minimum of 20% biodiversity net gain above the ecological baseline, or in accordance with the DFD.

7.546. The Garden City Principles advise that Garden Communities should enhance the natural environment providing net biodiversity gains.

Zone 2 BNG Position

7.547. The Zone 2 application was submitted before biodiversity net gain became mandatory however, the approved masterplan for the Garden Community sets out a target of 20% biodiversity net gain with each zone seeking to prioritise the delivery of at least a 10% net gain within their site area. A Site Wide Biodiversity Net Gain Strategy has been agreed and is appended to the

Planning Framework Agreement. The strategy details how the 20% target would be delivered across the CGC; it states that following the grant of outline planning permission, each zone would be required to submit a zone wide biodiversity net gain plan to detail how the 10% target for that zone would be achieved and when the net gain would be delivered.

7.548. The application has been supported by a Biodiversity Net Gain report, which confirm on-site provision of at least 10% biodiversity net gain within Zone 2, but which notes that the Zone could provide more than a 20% uplift within its own footprint; this is welcomed and exceeds the requirements of the DFD.

7.549. The BNG report states that most of the net gain would be delivered within Park Farm Meadows and Dukes Wood, with the remainder to be delivered as integrated green infrastructure within areas of landscaping across the development parcels. The delivery of Park Farm Meadows within Phase 1 would ensure that delivery above 10% biodiversity net gain is delivered at an early stage. The nature park at Dukes Wood is shown to be delivered within Phase 6 of the development, the timescale for the delivery of the park would ensure that the 20% aspiration, as set out in the DFD, would be delivered as this would allow greater time for habitats to establish and mature.

7.550. A Biodiversity Net Gain Management and Monitoring Plan would be submitted to ensure long-term management and monitoring of the ecologically important habitat. The Plan would detail how the BNG targets would be achieved across the phases of the development – see Condition 13 – Zone Wide Biodiversity Net Gain Plan and Condition 14 – Phase Specific Biodiversity Management Plan.

7.551. Biodiversity net gain in accordance with the targets set out in the DFD would be achieved within Zone 2; compliance with the requirements of the NPPF, the policies of the Local Plan and the Garden City Principles is also achieved.

Drainage

Site Wide Approach to Drainage

7.552. Paragraph 182 of the NPPF states that *'applications which could affect drainage on or around the site should incorporate sustainable drainage systems to control flow rates and reduce volumes of runoff and which are proportionate to the nature and scale of the proposal.'* Sustainable drainage systems *'should provide multifunctional benefits wherever possible, through facilitating improvements in water quality and biodiversity, as well as benefits for amenity'.*

7.553. Policy S2 – Addressing Climate Change and Flood Risk requires that all development is safe, considering the expected life span of the development, from all types of flooding and appropriate mitigation measures are identified, secured and implemented.

7.554. Policy DM18 – Flooding/SUDS advises that all major development will be required to incorporate water management measures to reduce surface water run-off and to ensure that it does not increase flood risk elsewhere. The principal method being using Sustainable Drainage Systems (SuDS) and that where possible, these should be multi-functional to deliver benefits for the built, natural and historic environment.

7.555. Strategic Growth Site Policy 6 requires the Garden Community to provide suitable SuDS and flood risk management.

7.556. A network of sustainable drainage measures is proposed across the Garden Community to build in resilience to climate change. The approach is multi-functional providing landscape, biodiversity and health and wellbeing benefits to local residents through their dual role as an amenity space and drainage resource. The DFD required each outline planning application to be accompanied by a Surface Water Drainage Strategy and a Framework SuDS Maintenance Plan.

Zone 2 Drainage Position

7.557. The Zone 2 application has been accompanied by a Flood Risk Assessment and Surface Water Drainage Strategy. Further details are also contained within the Green Infrastructure Strategy. The GI Strategy contains an indicative plan of the sustainable drainage strategy, which indicates that the drainage strategy would include basins, swales and rain gardens.

7.558. The plan indicates that there would be 16 basins provided across the site located at strategic low points. The basins would provide the majority of the attenuation across the site and would be designed to be as natural as possible providing opportunities to increase biodiversity and tree planting in addition to their primary purpose of delivering sustainable drainage across the site.

7.559. Swales are indicated to be located on the edges of development parcels, as well as assisting with the drainage strategy they would provide opportunities for biodiversity. The rain gardens would be located within the development parcels and would be small, shallowed areas to assist with rainwater runoff.

7.560. The Flood Risk Assessment notes that the entire site is within Flood Zone 1; however, the Environment Agency (EA) advised that recent changes to its model had resulted in a small part of Park Farm Village Centre which sits adjacent to Park Farm Brook falling within Flood Zone 3, which is the area at greatest risk of flooding. The submitted technical note (June 2026) acknowledges the changes to the flood zones but has noted that as part of the ongoing minerals work within Zone 2 the Park Farm Brook has been diverted to a new location, moving it away from the future mixed use area. The technical note also indicates that once mineral extraction has been completed the land will be restored to a level, which is 2m higher than the current land level; at this point the current EA modelling will be out of date, and a new model will be required.

7.561. The EA have assessed the Flood Risk Assessment and submitted technical note and acknowledge that the diversion of the brook has moved fluvial floodwater from the mixed used area. Further, they have also acknowledged that once the minerals works have been completed, there will be a change in site levels and that the raised levels will further reduce the likelihood of this part of the site falling within Flood Zone 3, however, at this stage there remains uncertainty. The EA have accepted that as the site is currently at outline stage, the layout is only indicative, and it would be possible to relocate buildings to move them outside of any flood risk area. The applicant met with the EA and the local planning authority to agree a way forward and in order to ensure that there is no future risk from fluvial flooding a condition has been requested that prior to commencement of development, a new Flood Risk Assessment be submitted which indicates that all built development will be within Flood Zone 1 – see Condition 37 – Flood Risk Assessment.

7.562. The plan shown within the GI Strategy is indicative at this stage and the final quantum and details of the attenuation basins and SuDS components would be confirmed during the reserved matters. A planning condition requiring details of the drainage basins to be submitted is recommended – see Condition 47 - Drainage Basins. Surface water requirements are also required to be detailed and confirmed as part of the surface water drainage condition – see Condition 36 – Surface Water Drainage & Management

7.563. A condition is recommended, as is currently the case with both the Beaulieu and Channels development, which prevents the hard surfacing of front gardens being carried out without the prior written consent of the local planning authority – see Condition 72 – Removal of PD Rights – Hardstandings. The local planning authority would find it difficult to justify removal of such rights for rear gardens in the context of the reasonableness of such a condition.

7.564. ECC in their role as the Lead Local Flood Authority (LLFA) has raised no objections to the application subject to a series of conditions; these are included within the recommendation – see Conditions 36 – Surface Water Drainage & Management, 47 – Drainage Basins and 52 – Sustainable Drainage Systems (SUDS) Maintenance Plan.

7.565. The drainage provision within Zone 2 would achieve compliance with the requirements of the NPPF, the policies of the Local Plan and the requirements of the Garden City Principles and the DFD.

Built Heritage

Site Wide Approach to Built Heritage

7.566. Section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 states that in considering whether to grant planning permission for development which affects a listed building or its setting, the local planning authority shall have special regard to the desirability of preserving the building or its setting or any special features of special architectural or historic interest which it possesses.

7.567. Paragraph 208 of the NPPF states that *'all local planning authorities should identify and assess the particular significance of any heritage asset that may be affected by the proposal (including by development affecting the setting of a heritage asset) taking account of the available evidence and any necessary expertise'.*

7.568. The NPPF goes onto advise that *'when considering the impact of a proposed development on the significance of a designated heritage asset, great weight should be given to the assets conservation. This is irrespective of whether any potential harm amounts to substantial harm, total loss or less than substantial harm to its significance'* (paragraph 212).

7.569. Paragraph 215 of the NPFF advises that *'where a proposed development would lead to less than substantial harm to the significance of a designated heritage asset, this harm should be weighed against the public benefits of the proposal including, where appropriate, securing its optimal viable use.'*

7.570. Strategic Policy S3 - Conserving and Enhancing the Historic Environment states that the Council will conserve, and where appropriate enhance, the historic environment recognising the positive contribution that it makes to the character and distinctiveness of Chelmsford through the diversity and quality of heritage assets. The Council will place great weight on the preservation

or enhancement of designated heritage assets and their setting when assessing applications for development.

7.571. Policy DM13 – Designated Heritage Assets advises that where there is less than substantial harm to a heritage asset this will be weighed against the public benefits of the development proposal, including securing the optimum viable use of the heritage asset.

7.572. Strategic Growth Site Policy 6 states that the Garden Community should preserve, and where appropriate, enhance the listed buildings and their settings and provide a generous landscape buffer to preserve the settings of nearby heritage assets including Powers Farm, Peverel's Farm, Park Farm, Channels, Belsteads and those on Wheelers Hill / Cranham Road.

7.573. The DFD states that the Garden Community is to take account of the desirability to sustain and enhance the significance of its heritage assets and their settings to provide distinctiveness. The wider site has a rich and diverse historic environment with several historic farmsteads, lanes and trackways and hedgerows, which provide opportunities for enhancement and the creation of a sense of place, which is shaped by local heritage. Features of the historic landscape, as set out within the DFD are to be retained and enhanced where feasible. The DFD required that the masterplans for each outline planning application were to build upon the guiding framework principles set out at page 78 of the document, to ensure that the area's heritage is embedded within the Garden Community. Detailed Historic Setting Assessments were required to be undertaken for each of the key heritage assets, both designated and non-designated, within and surrounding the site, where the development has the potential to cause harm. Areas of buffer planting were proposed as part of the masterplan to screen views of the Garden Community from adjacent heritage assets. Areas of lower scale development were identified, in addition; these include areas alongside Domsey Lane, north of the Northern RDR and adjacent to the Channels Complex.

Zone 2 Approach to Built Heritage

7.574. The application follows the principles of the DFD and the wider Garden Community allocation. The proposals are supported by a heritage assessment prepared by AECOM, a Design and Access Statement, and detailed supporting information. The heritage assessment was included in the ES Addendum (2026), which follows two previous revisions in 2023 and 2024.

7.575. The site is roughly defined by Cranham Road to the north, Beaulieu Parkway to the south, close to Domsey Lane to the west and the former airfield to the east. Zones 1 and 3 of the Garden Community lie to the west. The site is bisected by the Chelmsford North-East Bypass (CNEB).

7.576. The heritage assessment includes an appraisal of designated and non-designated heritage assets within a defined study area, which includes the application site and extends to a distance of 500m from the application boundaries. Six further listed buildings are located just beyond the 500m distance and these were also included in the assessment, including New Hall (Grade I Listed) due to their relationship to the application site and, in the case of New Hall, its high heritage value and sensitivity.

7.577. The application site contains two Grade II listed buildings at Park Farm, including the farmhouse and former threshing barn; both buildings were listed in April 2026 during the consideration of the current application and were previously subject to a Building Preservation Notice served by the City Council. The site also contains non-designated heritage assets including the assets within the former RAF Boreham, namely the T2 type Hanger and Romney Hut, and the War Memorial located adjacent to Cranham Road.

7.578. The site contains many historic hedgerows relating to the agricultural use of the landscape and fragments of the former deer park pale and north ride associated with Henry VIII's New Hall; there are also several historic tracks linking the farmsteads and greenways. The rural character of the area is important to how the local heritage assets are experienced and contributes to their significance.

7.579. A large part of the site is in the process of being quarried for aggregates or has consents for future mineral extraction. The current and existing planned works will already have had a notable impact on the landscape, with the removal of archaeology, historic landscape features, and heritage assets.

7.580. The impact of the proposed development has been considered for the heritage assets within, and in the proximity of the application site, this includes:

- Park Farmhouse (Grade II Listed)
- Barn North of Farmhouse at Park Farm (Grade II Listed)
- Peverel's Farmhouse (Grade II Listed)
- Channels Farmhouse (Grade II listed)
- Belsteads Farmhouse (Grade II Listed)
- Barn immediately south of Belsteads Farmhouse (Grade II Listed)
- Powers Farmhouse (Grade II listed)
- Brent Hall (Grade II Listed)
- Great Holts Farmhouse (Grade II Listed)
- Little Holts (Grade II Listed)
- Mount Maskall (Grade II Listed)
- New Hall (Grade I Listed Building and Grade II Registered Park and Garden)
- Shuttleworth (Grade II Listed)
- Hobbits (Grade II Listed)
- Spartigans Hall (Grade II Listed)
- Alsteads Farmhouse (Grade II Listed)
- Wilderness (Grade II Listed)
- Assets of the former RAF Boreham (Non-designated buildings)
- Walter Hall (Non-designated building)
- Rose Cottage (Non-designated buildings)
- Group of buildings at Mount Maskall (Non-designated buildings)

Park Farm

7.581. Park Farm comprises a group of late eighteenth-century farmhouse and barn (both Grade II Listed), with early to mid-nineteenth century outbuildings. The buildings possess significance as a traditional farmstead associated with the agricultural enclosure of New Hall's deer park. A Building Preservation Notice (BPN) was served by the City Council, so that the buildings would benefit from interim protection. The farmhouse and former threshing barn were subsequently granted Grade I Listed status by Historic England in April 2026 and are considered as being of moderate significance (rather than low as indicated previously) within the ES, on that basis that they are now listed.

7.582. The proposed scheme indicates that all buildings would be retained, other than the cottages located on the driveway to the south. The buildings would be re-used as part of a community hub. Limited detail has presently been provided regarding the uses and associated alterations to

the buildings and their settings, which will require careful scrutiny as part of future reserved matters proposals. The parcel of development is proposed as part of Phase 5 (2035-38) of the development, there is therefore a need to secure a scheme of temporary repairs and monitoring as an immediate requirement to ensure the buildings remain in a serviceable condition. Initial repairs are being agreed with the current owner.

7.583. Chelmsford Garden Community Council have raised concerns that the conversion of the former farm buildings at Park Farm will not result in a community centre which will meet the needs of the community. The appropriate use of the historic buildings will be confirmed at reserved matters stage; it is noted that it not the intention for the buildings at Park Farm to contain the community centre which would be located within the new mixed use centres.

7.584. The planned gravel extraction would result in a significant change to the levels around Park Farm, with a proposed reduction of between 5m and 10m, with gradients ranging from 1:3 to 1:20. The indicative sections within the Design and Access Statement show how the landscape would be restored, with gradual gradients up to the retained buildings.

7.585. Park Farm Cottages are a pair of late nineteenth century weatherboard farm workers cottages and are proposed for demolition. The cottages are unexceptional and only make a small contribution to the setting of Park Farm as part of the grouping of rural ancillary buildings. Demolition is justified due to their minimal significance, poor condition, and minor contribution to Park Farm.

7.586. The proposals indicate a large green space to the south of the retained building group, which would be linked with generous greenways running east-west and on the line of the drive and field boundaries. The open spaces and green routes provide some sense of a landscape setting, within a setting which will radically change from rural to urban. The landscape connections between Park Farm and Channels/Belsteads is an important part of mitigating the impacts. The historic driveway alignment between Channels and Park Farm would also be retained.

7.587. The scale of development would be limited in the context of Park Farm. The maximum heights and proximity of development indicated in the Parameter plans would be unacceptable, but the final layout, scale, design, landscaping and materials would be carefully considered at reserved matters stage to ensure the impact on the setting of the heritage assets is minimised. Ultimately there would be a comprehensive change to the wider setting from rural to urban, resulting in a moderate-high level of less than substantial harm.

7.588. The secondary school site to the north of Park Farm would be set within reduced levels with a limitation on heights. The final layout, scale, design, landscaping and materials would again need to be carefully assessed at reserved matters stage.

Boreham Airfield including T2 Hanger & Romney Hut

7.589. Boreham Airfield opened in the northeast part of the site in 1943 and was used by the United States Strategic Air Force 394th Bomber Group and the 9th United States Army Air Force's 315th Troop Carrier Group between 1944 and 1945. The airfield had a standard pattern of three concrete runways, with 50 hard standings and two T2 aircraft hangars. Following the demobilisation of the airfield in 1949, it became a motorsport venue with the perimeter track being used as the race circuit. The last meeting in August 1952 drew 50,000 spectators. The Ford Motor Company moved onto the site in 1955 where they used the track to test lorries and later test and build rally cars, and in the process demolished some of the airfield structures. During

recent years the airfield has been quarried for gravel extraction and used by the Essex Air Ambulance and the National Police Air Service.

7.590. Several of the airfield structures have been removed since its closure; however, a T2 aircraft hangar, a Romney Hut, hard standings, fencing, concrete roadblocks and a war memorial remain within the application site.

7.591. By the start of WWII, the size of strategic bomber aircraft rapidly increased and standard pre-war RAF hangars becoming obsolete. The Air Ministry, in collaboration with Teesside Bridge & Engineering Ltd, developed a series of end-opening hangars known as Type 'T'. The first design was the T2 and like the others in this family, it is built of a series of standard steel-fabricated lattice wall and roof units of welded-and-bolted construction. The complete framework clad with galvanised corrugated iron. The T2 was designed by the architect AE Cotton. The T2 Hangar became the standard temporary hangar for the RAF due to its robust design and ease of construction. Around 900 T2 Hangars were produced, and in 1995 the Ministry of Defence, estimated around 100 were still in use. A current day figure is not available, but it is likely to be notable fewer. No T2 Hangars are listed and the Boreham example is not complete, nor exceptional enough to be listed, which is judged against strict national criteria.

7.592. The Boreham T2 Hangar retains its original frame but has been reclad and the larger end doors replaced with smaller doors. The hanger remains as important reminder of the history of the airfield and is a prominent landmark in the surrounding area; it is of sufficient heritage interest to be considered as a non-designated heritage asset.

7.593. A Romney Hut is located adjacent to the hangar. During the outbreak of WWII, the British military developed a series of prefabricated huts to supplement the WWI-era Nissen hut. The Iris hut was unsuccessful and was superseded by the Romney hut by 1941. The Romney was invented by Lt Col Edgar Frank Brawn of the Royal Engineers and was constructed with a clamped tubular steel frame with a central entrance, with corrugated iron cladding and a semi-circular form. The hut was used to accommodate facilities for which abnormal roof spans were required. The Romney huts were commonly erected to accommodate large stores and workshops or occasionally used as small aircraft hangars. The Romney Hut at Boreham is located to the rear (southwest) of the T2 Hangar and is parallel to it. The building measures c.10m wide x c.30m long. The hut was in place by 1945 and was used as the squadron armoury. The hut is of sufficient heritage interest to be considered as a non-designated heritage asset.

7.594. The outline application proposes two options, with both the retention and demolition of the T2 Hangar and Romney Hut. The proposals differ in their layout slightly, so there is no loss of development by retaining the WWII structures. The proposed development seeks the retention of the buildings subject to a viable business case, as set out, and to be agreed within the parameters of a planning obligation. An alternative option is also proposed that includes demolition of the buildings should a viable business case not come forward.

7.595. The previous condition survey (November 2024), noted that the buildings are largely in a good condition, but there is an issue with standing water entering the T2 Hangar due to drainage issues on the north-east side of the hangar and damaged rooflights allowing rain to enter the building. The water ingress has resulted in corrosion at the base of most of the structural columns, resulting in the need for repairs. Further works were recommended in the report to make the building secure and weathertight and allow detailed inspection to give certainty regarding its condition. Similarly, the Romney Hut has corrosion to the base of its tubular steel trusses.

7.596. The approved DFD includes the retention of the buildings. The retention and re-use of the buildings represents an exciting opportunity for re-use, which could contribute positively to the new community, particularly in a landscape which has been impacted by quarrying.

7.597. Holding repairs and works to deal with surface water (as outlined on p.22 of the structural report by AECOM, November 2024) are essential and these need to be undertaken at the earliest opportunity to ensure the buildings do not deteriorate further. A need for ongoing monitoring and repair is also required, as necessary; both elements would need to form part of the legal agreement. The planning obligation would include clear requirements regarding the terms of sale/lease/gift of the buildings, marketing, condition, long term management, and business planning.

7.598. The WWII war memorial adjacent to the existing site entrance on Cranham Road would be retained as part of the development and located adjacent to a secondary active travel route; its setting would be enhanced as part of future detailed landscaping proposals, which would be considered at reserved matters stage.

7.599. The ES defines the WWII buildings as being of low (local) heritage value. The impacts are identified as moderate where retained, or high where demolished; in terms of the latter, a high impact on an asset of low heritage value would lead to a moderate adverse effect, which is significant in EIA terms.

Other Heritage Assets

7.600. Peverels Farm is situated northwest of the application site, in very close proximity to the site boundary. The Parameter Plans indicate the inclusion of landscape buffers and limitations on scale adjacent the boundary. The limitations indicated are not sufficient to minimise the impact on the setting of the listed building; however, the final layout, scale, design, landscaping and materials would be carefully assessed at reserved matters stage. Moderate levels of harm would result due to the change to the setting.

7.601. Mount Maskell and its associated buildings lie to the southeast of the site. The proposed Parameter Plans include a landscape buffer with 3-4 storey development beyond. An open setting would be retained to the immediate south, east and north. The Heritage Assessment identified a moderate impact on setting. The final layout, scale, design, landscaping and materials would be carefully assessed at reserved matters stage.

7.602. New Hall lies to the south of the development site, with much of the development site historically forming its deer park historically, later converted to agriculture, and forming a rural setting. Given the intervening development underway at Beaulieu (partly justified by a new parkland to the south) and the considerable change to the setting, there would be a negligible impact on the setting of New Hall, mitigated by the retention/reinstatement of key landscape features.

Landscape Features

7.603. The proposals include reinstatement of the two lines of the deer park pale associated with New Hall, set within a framework of greenways. The approach is welcomed as a concept, to celebrate the history of the landscape. Development across the site appears very similar in character and there is an opportunity within the inner deer park, in particular, to have a landscape led character to reinforce the historic context and give a more distinctive development. The approach could be resolved through the Detailed Design Code and reserved matters detailed layout and design. Evidence indicates the park pales extended onto Mount Maskell and Generals Lane, but this is served by the bypass and RDR, so the proposals are adequate to celebrate the former park pale.

7.604. The north ride is also recognised within the layout, with a north-south route within a landscape corridor providing a highly distinct feature. The northern section of the ride stops short of the main east-west road extending through the development. The full length of the ride is not retained, but the proposals are adequate to celebrate the landscape feature. Development flanking the ride is shown to be formal in layout and within a landscape setting, which is welcomed.

7.605. Two discovery trails are proposed with links to the wider area; this is welcomed as a means of celebrating the site's history. Further detail to show how routes would use public art, interpretation, history, landscape features, planting and the like could be provided to give interesting, and diverse routes, to be resolved at reserved matters stage.

7.606. The Zone 2 development would result in moderate levels of less than substantial harm to the heritage assets at Peverel's Farm and Mount Maskells, and a moderate to high level at Park Farm. A heritage benefit would be achieved at Park Farm through the sensitive repair and re-use and of the buildings, as well as positive place shaping. The detailed design at reserved matters stage could minimise the harm but not avoid it.

7.607. A negligible level of heritage harm would result in relation to other designated heritage assets in the wider area.

7.608. Retention of the T2 Hangar and Romney Hut would result in a moderate level of harm due to change to their setting, but with the benefit of repair, re-use and place shaping. Demolition of the T2 Hangar and Romney Hut would result in a high level of harm.

7.609. The identified harm, in line with policy requirements, is to be weighed against the public benefits of the scheme. Zone 2 forms part of the Chelmsford Garden Community, which provides the opportunity to deliver an exemplar, high quality and comprehensively planned development comprising 6,250 new homes, over 9 hectares of employment floorspace, schools, community, retail and health facilities connected by a strong green and blue network of spaces. The public benefit is therefore significant and would outweigh the harm identified. The proposal is acceptable having regard to the requirements of the Planning (Listed Buildings and Conservation Areas) Act 1990, the NPPF, the policies of the Local Plan and the requirements of the Garden City Principles and the DFD.

Cultural Heritage

Discovery Trails

7.610. A strong concept of the masterplan is the creation of a series of Discovery Trails, which are proposed to extend across the Garden Community within the Greenways and Destination Parks. The trails would be waymarked where they pass through, or close to sites of historic and environmental interest, with interpretation boards and public art and/or landscape features incorporated at points along the routes to aid interpretation of the site's rich history. The indicative location of the Discovery Trail across the Garden Community is shown on the Green Infrastructure Plan within the DFD.

7.611. The provision of discovery trails within Zone 2, as shown indicatively within the Green Infrastructure Strategy, is welcomed.

Archaeology

7.612. Paragraph 207 of the NPPF states that where a site on which *'development is proposed includes, or has the potential to include, heritage assets with archaeological interest, local planning authorities should require developers to submit an appropriate desk based assessment and, where necessary, a field evaluation'.*

7.613. Strategic Policy S3 – Conserving and Enhancing the Historic Environment refers to Policy DM15.

7.614. Policy DM15 – Archaeology advises that planning permission will be granted for development affecting archaeological sites providing it protects, enhances or preserves sites of archaeological interest and their settings. Applications shall have assessed the site in consultation with the Historic Environment Record and taken account of the archaeological importance of those remains, the need for the development, the likely extent of any harm, and the likelihood of the proposal successfully preserving the archaeological interest of the site by record.

7.615. Strategic Growth Site Policy 6 requires an archaeological assessment to be undertaken for the development.

7.616. A Written Scheme of Investigation for trial trenching evaluation has been submitted as part of the application. The ECC Historic Environment team have reviewed the document and have recommended that until the results of the trial trenching report are submitted a decision should not be made on the application; however, the applicant has indicated that the trial trenching has not yet taken place and that further trenching works would be required prior to the commencement of development. A condition requiring further archaeological work and the submission of another Written Scheme of Investigation is therefore recommended - see Condition 24 - Archaeology: Programme of Archaeological work. A condition relating to the submission of a Post Excavation Assessment is also recommended – see Condition 25 - Archaeology: Post-Excavation Assessment.

7.617. The revised submission now proposes the retention of the T2 aircraft hanger and Romney Hut. The ECC Historic Environment Team has welcomed the retention of the buildings; however, the submission indicates that the retention of the buildings is subject to the practicality of retaining the structures. The ECC Historic Environment Team has noted that if, following a review, it is concluded that the buildings are to be demolished, then these would need to be the subject of a programme of historic building recording. Should the buildings ultimately be retained, depending on the specifics of any retention and conversion work on the buildings, they may also

need to be recorded. The requirement for a building recording scheme, where required, could be secured within the archaeological condition or as part of the planning obligation.

7.618. The Zone 2 development positively responds to the strong concept of the Stage 1 masterplan, which seeks the creation of a series of Discovery Trails across the Garden Community within the greenways and Destination Parks. Further archaeological investigation and mitigation would be required, and this is secured by condition. Zone 2 would achieve compliance with the requirements of the NPPF, the policies of the Local Plan and the requirements of the Garden City Principles and the DFD.

Planning Obligation

7.619. The s106 Agreement will require the applicant to submit reserved matters for Dukes Wood (Sports Hub) within a specific period to be agreed and to construct and layout the sports provision, pavilion and associated facilities prior to an agreed number of dwelling occupations. The strategic sports provision would need to be provided in accordance with the approved details and upon completion transferred to the City Council in accordance with terms to be detailed within the legal agreement and with a commuted maintenance sum as accounted for in the IDP.

7.620. The PFA requires the developers through the PDG to develop compatible strategies to deliver the areas of public open space in broad conformity with the DFD and to report and monitor site wide progress in relation to the delivery of the public open space through the forum of the PDG.

7.621. The s106 Agreement would require the applicant to obtain reserved matters approval for each area of open space in accordance with an agreed Phasing Strategy and to detail the proposed maintenance and management arrangements. The open spaces would need to be provided in accordance with the approved details and upon completion transferred to the stewardship body in accordance with terms to be detailed within the legal agreement.

7.622. A community use agreement would be required to secure access to the outdoor and indoor sport provision at the All Through School for use by the community outside of school hours and term time; this would form a specific obligation within the s106 Agreement for Zone 2. The County Council would use its reasonable endeavours to secure the agreement with the academy chosen to run the All Through School, whilst it is fully anticipated that an agreement would be secured, it is necessary to allow for a fallback position. The fallback position would require the applicant to make a financial contribution equal to the cost of providing the joint use facilities at the All Through School to the City Council, for strategic open space.

7.623. Limited detail is available at this time as to what would be provided on the primary school sites but to ensure that the school's facilities are secured for community use Sport England have requested that any planning permission makes provision to secure the community use of the sports facilities provided on the school site. A formal community use agreement would be the appropriate mechanism for securing community use as without it there would be no certainty that the facilities would be accessible to the community in practice after they have been built. The agreement would be secured as an obligation within the s106 Agreement. No financial burden would be placed on the applicant in respect of the community use element as there would be no enhancement of facilities required. The obligation would require the school to make the facilities available for community use.

7.624. The PFA requires the outline planning applications and the reserved matters reflect the shared core objectives and guiding framework principles for biodiversity net gain in the DFD and the Biodiversity Net Gain Site Wide Strategy, to use reasonable endeavours to achieve the aspirational site wide target of 20% biodiversity net gain as set out in the DFD, to implement the Site Wide BNG Strategy and to report and monitor progress in relation to the CGC wide provision of BNG and operation of the Site Wide BNG Strategy. The s106 Agreement would contain an obligation to secure management and maintenance arrangements in respect of biodiversity net gain for a period of 30 years from implementation of each relevant phase together with a monitoring fee.

7.625. The s106 Agreement would secure a financial contribution (£169.45 per net new dwelling for 2025/26) in conjunction with each reserved matters prior to the commencement of development.

7.626. The proposed development seeks the retention of the T2 Hanger and Romney Hut buildings subject to a viable business case. The s106 Agreement would secure a series of mechanisms/obligations to safeguard the buildings and prevent deterioration, ensure that they are maintained in a condition capable of supporting future re-use when the phase comes forward, to establish a structured process for identifying and promoting viable reuse opportunities including a marketing period and for implementing an approved re-use strategy, which would need to include consultation with the local community/organisations and the stewardship body and to acknowledge that the fallback position would be as per the approved Parameter Plans in the event that a viable long-term re-use could not be secured or to account for a scenario where the extent of works required would constitute a complete re-build.

Employment
Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 3 – Fostering Growth & Investment and Providing New Jobs, 4 – Enhancing Retail, Leisure & Commercial Development, 5 – Strategic Infrastructure, 6 – Local Infrastructure, 9 – Reinforcing Chelmsford's Regional Role
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S4, S6, S8, S9, DM Policies DM24

Policy Position
NPPF

7.627. The NPPF sets out a *'presumption in favour of sustainable development';* to achieve this means the planning system has three overarching objectives, economic, social and environmental, which whilst interdependent need to be pursued in mutually supportive ways. The NPPF advises that to help build a strong, responsive and competitive economy sufficient land must be available in the right places and at the right time *'to support growth, innovation and improved* productivity'; in addition, there is a need to identify and co-ordinate the provision of infrastructure (paragraph 8a).

7.628. Paragraph 77 advises that strategic policy making authorities should identify suitable locations for new development where this can help to meet identified needs in a sustainable way; in doing so, authorities should amongst other considerations *b) ensure that their size and location will support a sustainable community with sufficient access to services and employment opportunities within the development itself (without expecting an unrealistic level of self-containment), or in larger towns where there is good access.*

7.629. Paragraph 85 of the NPPF states that planning policies and decisions should help create the conditions in which businesses can invest, expand and adapt, in particular *'significant weight should be placed on the need to support economic growth and productivity.'*

7.630. Paragraph 86 e) goes on to state that planning policies should be flexible enough to accommodate needs not identified in the plan, allowing for *'new and flexible working practices and spaces to enable a rapid response to change in circumstances.'*

7.631. The NPPF goes on to advise, at paragraph 111, that planning policies should *'a) support an appropriate mix of uses across an area, and within larger scale site, to minimise the number and length of journeys for employment, shopping, leisure, education and other activities.'*

Adopted Chelmsford Local Plan

7.632. The principles for securing employment delivery in a sustainable manner and which allow for adaptation to new and flexible working practices, as set out within the NPPF, are embedded within the policies of the Adopted Chelmsford Local Plan.

7.633. Strategic Policy S6 - Housing and Employment, states that in order to meet the forecast growth in total employment of 725 jobs per annum between 2013-2036, the Local Plan allocates new development sites to accommodate a minimum of 55,000sqm of new business floorspace.

7.634. Strategic Policy S7 - The Spatial Strategy, sets out the Councils spatial strategy; it states that the spatial principles will be applied to focus new housing and employment growth to the most sustainable locations, with strategic employment growth directed to strategic site allocations such as the Chelmsford Garden Community.

7.635. Strategic Policy S8 - Delivering Economic Growth, states that new employment development will be a key component of growth within specific proposed new strategic locations, particularly within the Garden Community.

7.636. Policy DM24 - Design and Place Shaping Principles in Major Developments, requires all new major development to be of high quality built form and urban design and where possible, provide a mix of land uses and densities with well-defined public and private spaces.

7.637. The site policy for Strategic Growth Site 6 – North-East Chelmsford allocates land for a high-quality, comprehensively-planned, new sustainable Garden Community, that will provide a significant amount of new housing and employment, whilst maximising opportunities for sustainable travel in a landscaped setting. The policy requires the provision of a minimum of 45,000sqm of floorspace in a new office/business park providing a range of unit sizes and types. The strategic employment areas within the Chelmsford Garden Community are to be supported by neighbourhood centres incorporating provision for additional employment opportunities.

7.638. Work undertaken to inform the emerging Chelmsford Local Plan has identified that Chelmsford's economy and employment base is strong and continues to grow. The Employment Land Review 2023 (and Focused update 2024) and the Retail Capacity Study Update 2023 have informed the amount and type of employment and retail floorspace that will be required within the Plan period. Policy S6 within the emerging Chelmsford Local Plan has been updated to acknowledge a strategic requirement of a minimum of 162,646sqm of new employment development over the Plan period (up to 2041).

7.639. The emerging Chelmsford Local Plan has also amended the employment provision required within the Garden Community (Strategic Growth Policy 6) to around 9 hectares or 56,946sqm of employment land. The emerging Plan is currently afforded limited weight in decision making however, the proposed alteration accords with the figure for employment provision set out within the DFD of around 9 hectares of employment space. Further, it has been demonstrated within the North-East Chelmsford Garden Community Employment Study that there is capacity for approximately 57,000sqm of dedicated employment floorspace within the Garden Community.

Garden City Principles & the DFD

7.640. Securing a wide range of local jobs within easy commuting distance of homes forms one of the nine TCPA Garden City Principles. The DFD embeds the garden city principles into the ethos and vision for the Chelmsford Garden Community.

7.641. The Garden Community seeks to provide high quality, amenity rich employment space, which serves the emerging local and wider population and accommodates a range of uses, which facilitate a self-sustaining and mixed community. A key element of the vision is the concept of a circular economy; this centres on providing flexible high-quality spaces to encourage the local economy, delivering a mix of flexible employment spaces and supporting increased working from home and smart residential and commercial technologies.

7.642. The objectives for employment space are set out on page 116 of the DFD; in realising the vision the DFD seeks a target of delivering one job per dwelling.

Chelmsford Garden Community – Site Wide Employment Provision

7.643. Three employment hubs are situated across the Garden Community: two at key gateway and high profile locations (the Innovation Hub within Zone 1 and Willow Hill within Zone 2) adjacent to the existing / future strategic road network. The third is formed by the existing Channels Complex where it is intended to become part of a village extension accommodating small businesses or co-working space within a small collection of barns; this forms the Channels Employment Hub within Zone 1.

7.644. The first, and largest, hub, the CGC Innovation Hub, is intended to deliver employment space for the office/high technology sectors, as well as other key growth areas such as creative digital, media and professional services. The siting of the hub, adjacent to Essex Regiment Way, ensures close access to a key transport corridor, which includes the adjacent Park and Ride site and ease of access to public transport services. The CGC Innovation hub would provide around 35,000sqm of floorspace and is located within Zone 1.

7.645. The second largest employment area within the Garden Community would be the Willow Hill Employment Hub, this occupies a position close to the Northern RDR and the Chelmsford North-East Bypass, providing ease of accessibility to the strategic highway network, enabling the hub to integrate with the wider regional economy. The strategic location means that the hub is well placed for logistics activities to enable it to connect with customers within the Chelmsford Garden Community and the wider city area. The Willow Hill Employment Hub is expected to deliver approximately 15,566sqm of floorspace and is located within Zone 2.

7.646. The third hub formed by the existing Channels Complex would provide smaller scale flexible employment space, in the form of a small collection of barns, ideally suited to co-working and

small businesses. The Channels Employment Hub located within Zone 1 would read as part an extension to the existing Channels Complex and would deliver around 1,440sqm of floorspace.

7.647. Setting aside the dedicated employment space at the three designated hubs, other opportunities for employment across the Garden Community are proposed within each of the four mixed-use village centres and within the two sports hubs. The village centres are intended to deliver between 250- 500sqm of co-working and small-scale employment provision. Employment opportunities would also be created through other uses within the village centres such as retail, leisure, commercial and healthcare.

7.648. The approach to employment at the Garden Community builds upon existing employment provision at Regiment Gate Business Park and Beaulieu Square (Neighbourhood Centre) and future provision at Beaulieu Exchange (Business Park) and Beaulieu Station Hub, addressing both the need for a strategic employment offer as well as achieving more local functions, which enable the provision of jobs close to new residents.

7.649. The Essex Sector Development Strategy (2022) which helped inform the emerging Chelmsford Local Plan identified the growing sectors that are set to create new jobs over the next 30 years; these include construction, clean energy, advanced manufacturing and engineering, digital technology, life sciences, health and care, and professional and support services. Flexibility and adaptability will therefore be important attributes to consider in the provision of employment uses within the Garden Community, providing premises for start-ups at the right price point, ensuring buildings are capable of adaptation, and allow changes between uses, to offer a choice of premises from serviced plots to completed buildings of different sizes whilst also creating opportunities for temporary uses given the length of the build-out of the Chelmsford Garden Community.

Site Wide Employment Statement

7.650. A Site Wide Employment Statement has been prepared to set out how the three outline planning applications for the Chelmsford Garden Community would combine to deliver a development, which meets the one job per dwelling target set out within the DFD. The document has been agreed by the local planning authority and is appended to the Planning Framework Agreement.

7.651. The statement identifies a range of different employment sectors and use classes; office, general industrial, professional services, sui generis, healthcare, community and leisure, education, standalone early years and specialist residential where jobs could be delivered in the Garden Community and has split this out across each zone. The strategy indicates that these uses combined could deliver a minimum of 5,069 jobs.

7.652. The statement goes onto note that a further 1,680 jobs could be delivered through home/hybrid working. A further circa 20 jobs might also be required in conjunction with the stewardship body responsible for the day-to-day governance, maintenance and general stewardship of various assets e.g. green infrastructure and community facilities forming part of Garden Community.

7.653. The scale and duration of the programme for delivery of the Garden Community (approximately 20 years) could also support approximately 380 construction jobs.

7.654. Collectively, the Chelmsford Garden Community has the potential to achieve 6,770 jobs plus 380 construction jobs.

7.655. Further, indirect employment would be derived through spending within the area by new residents of the Garden Community, supporting the creation of further jobs locally within the city centre and immediately surrounding the site. New residents would also have good access to other employment opportunities at nearby existing sites e.g. Broomfield Hospital and the city centre and new/emerging employment areas e.g. within Beaulieu including the Beaulieu Exchange Business Park and the area around the Beaulieu Park Railway Station.

7.656. The site wide employment statement is appended to the PFA.

7.657. The DFD requires that each outline application is accompanied by a site-specific economic strategy for each zone.

Employment within Zone 2

Economic Strategy

7.658. The application has been accompanied by an Economic Strategy, which outlines how the Zone 2 development would meet the one job per dwelling target as set out in the DFD and the Outline Economic Strategy. The strategy notes that the target could be met via a variety of different job types on site including:

- Employment generating floorspace on site within the Employment Hub and Village Centres
- Home working opportunities
- Hybrid working
- Jobs within the management body responsible for the day to day running of the development
- Construction jobs
- Indirect employment

7.659. The strategy also details how the future residents of Zone 2 would also have access to jobs in nearby employment areas, which could be accessed via sustainable modes. The expected job numbers to be delivered within Zone 2 will be explored further below.

Willow Hill Employment Area

7.660. Zone 2 proposes to deliver one of the three strategic employment sites to be delivered across the Garden Community. The Willow Hill Employment Hub would form the second largest of the three employment sites within the Garden Community delivering up to 16,000sqm of employment floorspace. The employment hub located to the north of the NRDR and would be accessed directly from the new road. The site comprises a roughly 'U' shaped parcel of land, which would wrap around the existing Gypsy and Traveller site on Cranham Road. Connections between the employment site and the nearby Willow Hill Village, and the remainder of Zone 2, would be provided across the NRDR.

7.661. The Willow Hill Employment Hub is acknowledged within the DFD as an employment site, which could house general industrial uses including logistics and last mile deliveries. The location of the site on the NRDR and close to the junction with the bypass would provide easy access to the strategic road network. The strategic location of the employment hub is designed to enable easy transition of goods along the strategic highway network within Chelmsford and beyond, which would also enable it to be the last mile strategic hub for goods moving into and out of the Garden Community and the city.

7.662. The Economic Strategy and Development Specification documents set out the expected quantum of development to be delivered across Zone 2; in relation to the Willow Hill Employment Hub, the documents indicate that the hub would cover an area of approximately 3.8 hectares delivering up to 16,000 sqm of floorspace. The employment hub would comprise B2,B8 and E(g) - (i), (ii) and (iii) uses so in line with its role as a logistics hub could comprise general industrial uses, storage uses or could be used for research and development and industrial uses that entail processes capable of being carried out in a residential area, or offices. The need for flexibility is recognised to ensure that the site can respond to economic changes over time whilst also making it more attractive to a variety of businesses.

7.663. The reserved matters will determine the final detail and appearance of the Willow Hill Employment Hub, which will be driven by the requirements of the future developer/occupier. An Economic Statement is intended to accompany the application to detail how the commercial discussions and considerations have informed the final design and approach. The phasing plan indicates that the construction of the Willow Hill Employment Hub would take place in Phase 1 of the development.

Employment in Village Centres

7.664. Additional employment floorspace and opportunities would be created within the three village centres within Zone 2. The village centres would be designed as mixed use areas which would be capable of delivering a variety of different employment opportunities across retail, education, health, recreational and co-working sectors.

7.665. Park Farm Village Centre would be the largest of the three village centres within Zone 2 and would deliver up to 5,370sqm of Class E floorspace. Due to the ongoing mineral extraction on the site, Park Farm would not be delivered until Phase 3 of the development, which is anticipated to take place between 2035 and 2040.

7.666. The Willow Hill Village Centre is anticipated to deliver up to 1,250sqm of Class E floorspace. Willow Hill is anticipated to be the earliest village centre to be delivered across Zone 2 and is expected to come forward within Phase 2 of the development.

7.667. Hawthorn Village Centre would deliver up to 3,050sqm of Class E uses. The Hawthorn Village Centre is located on the eastern side of the site and is not expected to be delivered until Phase 5, which is expected to come forward between 2037 and 2044.

7.668. The employment hubs and village centres would help to deliver a good quantum and mix of employment opportunities across the Zone 2 development.

Parameter Plans & Developing the Economic Strategy

7.669. The outline application through the Parameter Plans fixes the location of the employment uses, the maximum quantum of development proposed and the maximum building heights. The Plans have been informed by the DFD and the supporting evidence base.

7.670. The applicant is required to obtain approval to a Detailed Design Code prior to the approval of the first reserved matters – see Condition 21 – Detailed Design Code; this document will include provisions to ensure that housing and employment development are fully integrated from an urban design perspective.

Job Creation

7.671. The Zone 2 Economic Strategy details the number of jobs to be delivered across the development and the expected sectors within which these jobs would be provided. The strategy indicates that Zone 2 could deliver up to 2,280 jobs full time jobs, plus 280 construction jobs. The quantum of jobs would meet the one job per dwelling target as set out in the DFD.

7.672. The Economic Strategy indicates that the jobs would principally take five different forms as set out below:

- Onsite employment
- Home and hybrid working
- Management body jobs
- Construction jobs
- Indirect employment

7.673. The Economic Strategy states that the Willow Hill Employment Hub could deliver up to 420 jobs, with the mix of uses within the village centres intended to deliver a further 665 jobs and the school sites providing up to a further 245 new jobs. The employment opportunities within Zone 2 could give rise to up to 1,330 new jobs.

7.674. Given current employment trends, home and hybrid working opportunities, are likely to become significant employers within the development. The Economic Strategy estimates that Zone 2 could deliver up to 941 jobs, which are home or hybrid based.

7.675. A single stewardship body is proposed, which would need to employ staff including administrative staff, rangers and maintenance staff to manage the different elements of infrastructure to be delivered across the Garden Community. A draft Stewardship Business Plan has been prepared which provides an indication of likely numbers of jobs, but based upon other similar developments, the Economic Strategy has estimated that for Zone 2, 11 jobs would need to be created.

7.676. The development is expected to take 20 years to complete; as such construction will provide a number of opportunities for new jobs. The Economic Strategy indicates that the Zone 2 development would potentially deliver 280 new construction jobs over the 20 year build phase.

7.677. The delivery of new houses within Zone 2 would also support or create jobs within the surrounding area and Chelmsford City Centre. The Economic Strategy has not been able to quantify the number of indirect jobs, which would be created, but has estimated that once fully constructed, the Zone 2 development has the potential to deliver a £51 million per year increase in net spend within the local area.

7.678. The Economic Strategy also notes that due to the large number of sustainable travel opportunities being provided within, and outside the site, future occupants of the site would be able to easily travel to nearby employment hubs outside the site and the city centre via sustainable travel modes, thereby further increasing job opportunities for future residents.

7.679. Essex County Council have advised that serviced plots within the Willow Hill Employment Hub should be confirmed and secured as an obligation within the s106 Agreement, however, a requirement for serviced plots would not allow for the flexible delivery of the employment area and would likely restrict potential future operators. Serviced plots could be an option for

delivery, but they may not be the appropriate solution at the time; it is considered more appropriate to confirm the delivery mechanisms at reserved matters stage when more detail would be known.

Planning Obligation

Progress Delivery Group

7.680. The Economic Strategy for Zone 2 notes the need for a holistic approach towards employment provision across the Garden Community to ensure that there are not competing employment offers across the development including the nearby Beaulieu Exchange employment site. Commercial, delivery and employment matters are proposed to be reviewed through the establishment of Progress Delivery Group (PDG), which is a requirement of PFA. The PDG which would be funded by the developers and/or landowners would serve as a non-decision making forum to enable developers, landowners and both Councils to share information and act collaboratively in respect of the planning and delivery of the Garden Community.

7.681. Developers, would, in accordance with the PFA, be required to develop compatible strategies to deliver employment and skills provision to reflect the employment strategy set out in the DFD, report to the Councils and monitor CGC wide progress in relation to the delivery of the employment and skills strategy contained within the DFD and the Site Wide Employment Statement.

Marketing Plan

7.682. The s106 Agreement will require the applicant within six months of the grant of outline planning permission to submit a Marketing Plan for approval to the local planning authority, detailing how the employment land on the site will be marketed.

7.683. The marketing plan would detail how employment land on site will be marketed as a minimum is expected to contain proposals for (i) advertising the extent of land on offer in terms of plots/units/sizes to suit a range of occupiers, (ii) advertising in relevant property publications/websites, (iii) a minimum timeframe for marketings, (iv) approaching businesses agreed to be suitable target occupiers and/or target markets and/or sectors as set out and agreed with the PDG and (v) monitoring and reporting on the marketing activities undertaken and interest in the commercial floorspace and terms upon which offers have been made.

7.684. The Marketing Plan would then be reviewed and reported upon through the PDG as secured through the PFA.

Safeguarding of Employment Land

7.685. The Willow Hill Employment Hub forms an integral part of the development and plays an important role in realising the vision of the DFD, facilitating a self-sustaining and mixed community and minimising the need for external travel. On this basis it is important that land at the Willow Hill employment Hub is safeguard for employment uses for a minimum of five years following the approval of the marketing plan. Provision for this is included within the planning obligations.

Skills & Training

7.686. The Economic Strategy notes that the employment benefits of the development can also be enhanced by co-operative working with stakeholders to develop local skills and engage in local recruitment. The applicant has therefore indicated that they would be willing to agree to the submission of an Employment and Skills Plan to set out how this would be delivered and to cover issues such as apprenticeships, work placements, schools engagement, skills programmes and use of local contractors.

7.687. Essex County Council welcome that skills and employment have been considered by the applicant and have requested that this is secured within the s106 Agreement.

7.688. The local planning authority and Essex County Council welcome the submission of an employment and skills plan. This will be sought via the site specific S106 agreement. The Plan would be required to set out how the developer intends to maximise local job and training opportunities arising in connection with the construction of the development together with a requirement to report the results to the PDG. Specifically, the Plan would include (i) details of where relevant job and tendering opportunities will be posted during the relevant construction phases, (ii) responsibilities for notifying of construction job opportunities, (iii) steps to be taken to ensure all developers, contractors and sub-contractors on site are aware of their obligations, (iv) measures to work with local employment and training agencies, the Council, Job Centre Plus, schools and other relevant education authorities to identify, promote and deliver education and training opportunities related to construction, (v) submission of the information to enable monitor and compliance and (vi) reporting format through the PDG.

7.689. Zone 2 of the Garden Community would deliver one of the three designated employment sites as set out within the DFD. Additional employment opportunities for future residents of the Garden Community would also be secured through the array of uses to be delivered at the three Village Centres within Zone 2. The Site Wide Economic strategy , Environmental Statement and Economic Strategy comprehensively detail how the Zone 2 site would contribute to the delivery of employment provision across the Garden Community whilst also seeking to meet the one job per dwelling target as set out in the DFD.

7.690. The employment provision within Zone 2 is considered acceptable and in line with the requirements and expectations of the NPPF, the policies of the Chelmsford Local Plan, the Garden City Principles and the DFD.

Health & Community Infrastructure
Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 5 – Strategic Infrastructure, 6 – Local Infrastructure, 8 – Promoting Healthy Communities
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S5, S9, S10

Policy Position
NPPF

7.691. The NPPF as noted previously within this report, sets out a presumption in favour of sustainable development; to achieve this objective and to help *'support strong, vibrant and healthy communities'* the planning system must foster the creation of *'well-designed, beautiful and safe places, with accessible services and open spaces, that reflect current and future needs and support communities' health, social and cultural wellbeing'* (paragraph 8 (b)).

7.692. Chapter 8 of the NPPF seeks to promote healthy and safe communities. Enabling and supporting healthy lives is to be achieved *'through both promoting good health and preventing ill-health, especially where this would address identified local health and well-being needs and reduce health inequalities between the most and least deprived communities – for example through provision of safe and accessible green infrastructure, sports facilities, local shops, access to healthier food, allotments and layouts that encourage walking and cycling.'*

7.693. Paragraph 98 advises that to provide social, recreational and cultural facilities and services the community needs planning policies and decisions should *'a) plan positively for the provision of shared spaces, community facilities (such as local shops, meeting places, sports venues, open space, cultural buildings, public houses and places of worship) and other local services to enhance the sustainability of communities and residential environments and b) take into account and support the delivery of local strategies to improve health, social and cultural well-being for all sections of the community'.*

7.694. Paragraph 129 recognises the need for support to be given to developments, which make efficient use of land, considering *'the importance of securing well-designed, attractive and healthy places.'* Assessment frameworks such as 'Building for a Healthy Life' *'are particularly important for significant projects such as large scale housing and mixed use developments'* (paragraph 138).

Adopted Chelmsford Local Plan

7.695. Strategic Policy S5 – Protecting and Enhancing Community Assets, recognises the important role that community facilities (which includes health) have in existing communities, and these should form an integral part of any proposals for new residential and employment development, whilst also being accessible to the community.

7.696. Policy DM24 of the Local Plan states, amongst other matters, that major developments should provide opportunities to promote healthy living and to improve health and wellbeing.

7.697. The site policy for Strategic Growth Site 6 – North-East Chelmsford requires appropriate provision of community space and provision and/or financial contributions as required by the NHS/CCG for healthcare. The emerging Chelmsford Local Plan – Strategic Growth Policy 6 reflects the same requirements.

Garden City Principles & the DFD

7.698. Two fundamental tenets of a Garden Community as set out in the TCPA Garden City Principles are the establishment of strong cultural, recreational and shopping facilities in vibrant, social neighbourhoods, which importantly are walkable and the delivery of beautifully and imaginatively designed homes with gardens, which combine the best of town and country help foster the creation of a healthy community.

7.699. The DFD embeds the garden city principles into the ethos and vision for the Chelmsford Garden Community. The development in this respect is underpinned by a strong network of primary and secondary footpaths and cyclepaths and an extensive range of health and social infrastructure.

Healthy Infrastructure

Creating Healthy Communities

7.700. The overriding principle for the DFD is the implementation of the concept of a 15 minute walkable neighbourhood; by carefully positioning village centres alongside education provision and developing a strong network of new pedestrian and cycle routes within the Garden Community, residents would be able to access a range of services and facilities by walking or cycling.

7.701. The Zone 2 development builds upon the DFD's vision of a Livewell Community. Healthy placemaking has influenced the application acknowledging that well-designed places reduce susceptibility to a wide range of health conditions and that improved health in turn improves life quality. Land uses have been arranged in conformity with the DFD, with the urban environment set to maximise convenience, prioritising the needs of pedestrians and cyclists and focusing on the creation of shared spaces. Three village centres are provided across Zone 2, with the largest mixed-use centre within the Chelmsford Garden Community located at Park Farm.

7.702. The scheme is underpinned by a network of sustainable travel routes, these allow safe connections to be made to facilities which meet daily needs, whilst also enabling opportunities for increased physical activity. The routes facilitate access to, and encourage the community to make good use of, significant areas of green space, which themselves are multi-functional, incorporating versatile elements supporting play, relaxation, active travel and learning. A primary and three secondary mobility hubs are provided within Zone 2; these support sustainable and healthy travel choices. The DFD sets out the consortium's commitment to supporting the health and wellbeing of residents and users of the Garden Community, both through the health and social infrastructure delivered within the development, but also through implementation of the City Council's Livewell Development Accreditation Scheme; this matter is addressed by an informative.

Primary Health Care Provision

7.703. The significant new population that would result from the development of the Garden Community would increase demand for a new healthcare centre. The DFD acknowledged this demand and proposed to meet this through the delivery of a healthcare centre with a footprint of approximately 1,200sqm within the Park Farm Village Centre (Zone 2); this was on account of the village centre being the most centrally located facility within Garden Community.

7.704. The NHS ICB noted that the appropriate way to calculate primary health care facility floorspace was based on 120sqm (NIA) per 1,750 patients. The Garden Community proposes to deliver 6,250 dwellings, which assuming an average of 2.4 persons per dwelling, results in a population of 15,000 equating to 8.57 GP places. The figure is rounded up to 9 GP's, which when multiplied by the floorspace requirement gives a total provision of 1,080sqm.

7.705. The Zones 1 (1,500 dwellings) and 3 (1,250 dwellings) developments result in 6,600 patients, which expressed as a floorspace requirement generates the need for a healthcare facility of 452sqm (NIA).

7.706. Provision of the single health care centre within the Park Farm Village Centre as initially proposed was not expected to come on stream for a period of 14 years from the commencement of development, by which time around 11,000 residents could be living within the Garden Community. The NHS ICB advised that a deficit in primary care provision already existed within the North Chelmsford area and whilst the opening of the Beaulieu Health Care

Centre in 2025 has helped reduce some of this deficit, it would not eliminate it. On that basis it was concluded that it would be unfeasible for the primary healthcare needs of residents within Zones 1 and 3 to be accommodated by existing provision at Beaulieu or elsewhere, until such time as the facility at Park Farm Village Centre is proposed to be built in 2036/37.

7.707. Following pragmatic discussion, it was resolved that earlier provision of primary health care space would provide an acceptable way forward. A facility of 500sqm (GEA) was initially proposed within the Great Belsteads Village Centre. Given that GEA is greater than NIA, the provision of healthcare floorspace as had been set out within the Zone 1 Development Specification, was considered more than sufficient to cater for the healthcare needs of residents within Zones 1 and 3. Mindful of the current deficit in health care provision within North Chelmsford the local planning authority, proposed that the NHS ICB consider the option to retain the facility as a permanent as opposed to a temporary health care centre. The Zones 1 and 3 Healthcare Strategy confirmed that to avoid abortive costs being incurred, the facility within Zone 1 would be secured on a permanent basis through an obligation within the s106 Agreement.

7.708. The planning permission for the strategic development site of North of Woodhouse Lane, Broomfield (20/02064/OUT refers), for which Bloor Homes was the applicant, secures land for the provision of a healthcare centre of 800-1000sqm (NIA), which would serve between 4,861 and 6,076 dwellings. The outline planning permission for the Broomfield site was for 512 dwellings. The expectation being that as other developments come forward within Broomfield, they would be expected to contribute to the delivery of the new health centre through that development.

7.709. The s106 Agreement for the Broomfield development also secured a financial contribution of £253,900.00; this sum was not to enable the future delivery of the health centre on the safeguarded land within that site but to increase the capacity of surgeries within the vicinity of the site for the benefit of the residents of the 512 dwellings; this could be achieved through physical extensions to existing surgeries to add consulting rooms/nurse's room or to allow for extending opening hours to accommodate additional appointments.

7.710. The application for Zone 1 was recommended for approval based on the provision of a minimum floorspace of 452sqm (NIA) to provide appropriate healthcare provision for residents of Zones 1 and 3 and the development site North of Woodhouse Lane, Broomfield (20/02064/OUT refers).

7.711. Zone 2 generates the need for 576sqm (NIA) of healthcare floorspace. Having regard to the requirements of the NHS Integrated Neighbourhood Primary Healthcare facility model, which provides for co-located space for pharmacies, dentists, diagnostic centres and mental health support, the applicant has allowed for the delivery of a larger facility within the IDP of up to 1,007sqm (NIA). The Site Wide Healthcare Provision Statement anticipates that delivery of the second health care centre within the Zone would be required by 1,518 occupations.

Planning Obligation

Healthcare Facility

7.712. The NHS ICB provided a supplementary consultation response in relation to the Chelmsford Garden Community applications on 12th December 2025 prior to consideration of the Zone 1 and 3 applications at Planning Committee on 15th December 2025. The response was summarised on the update paper. The ICB acknowledged that matters raised in relation to lease arrangements for the first healthcare facility could be addressed through s106 negotiations and welcomed this, and the

commitment to continuing discussions on the matters raised. The ICB was keen to ensure that the arrangement secured was affordable, so that suitable infrastructure could be provided to serve the healthcare needs of the population.

7.713. The report to Planning Committee on Zone 1 advised that the healthcare centre would be provided on a leasehold arrangement in accordance with the following principles. The precise length and terms of each to be negotiated between the NHS ICB, the applicant, and the local planning authority, and secured within the site specific s106 Agreement:

- Rent free period
- Service charge fixed period
- Subsidised market rent

7.714. The local planning authority agreed with the NHS ICB that it should commence work on the required Business Case in earnest and in advance of the outline planning permission being granted for Zone 1 to assist in expediting delivery of the healthcare centre; this was considered a positive step forward and valuable lesson learnt from the provision of the healthcare centre at Beaulieu.

7.715. Following the December Planning Committee, negotiations have been ongoing between the ICB, the consortium and the local planning authority to agree to the obligations within the healthcare schedule which will form part of the s106 Agreement for Zone 1.

7.716. Having reviewed the Zone 2 application, the ICB has advised that whilst the split of healthcare infrastructure is not the NHS' preferred model for delivery with a single larger facility being preferable, the benefits to the overall delivery of the Garden Community, which are achieved by staged delivery of infrastructure are recognised, and so has accepted the approach.

7.717. Funding of the new healthcare infrastructure has been identified as a key issue. The healthcare facilities need to be provided for the population generated by the development to fully mitigate the impact of the Garden Community on healthcare infrastructure, but critically, for the ICB, such provision should be constructed, and transferred, either leasehold or freehold to the NHS at nil, or negligible cost. Specifically, the ICB has advised that an agreement, which requires the developer to provide a healthcare facility only if costs are not higher than a set value, with a cap on their obligation and to then lease the centre to the NHS at, or close to, commercial market value, would not mitigate the development impact. The approach would, the ICB advise, generate a burden on the NHS which is likely to be unaffordable and may result in no NHS healthcare infrastructure provision within the Chelmsford Garden Community.

7.718. The ICB has requested that clear heads of terms are provided and reported to Planning Committee when considering this application. Specifically, without such information, the ICB has advised that there would be uncertainty over the likelihood of securing the necessary healthcare infrastructure. The ICB acknowledge that the finer detail of leasehold and rental agreements can be settled during the negotiation of the legal agreement but consider it important to establish clear principles to ensure sufficient information is presented, on which a sound decision can be made, and to provide a framework for the subsequent negotiation of the s106 Agreement.

7.719. The current market sector rent for a health facility of 1,092sqm (NIA) (the total requirement for the Chelmsford Garden Community) would likely be more than £300,000 / annum. The District Valuer's valuation would be close to £250,000 / annum, however, neither cost is considered affordable to the ICB. Given such circumstances, the NHS ICB has advised that it may have no

choice but to decline the option to lease the healthcare centres, leaving the Garden Community without on-site primary healthcare provision.

7.720. The ICB has therefore requested that detail regarding the following principles be agreed and that there should be clearly defined parameters to guide the drafting of the s106 Agreement beyond those set out within the report to Planning Committee for Zone 1:

- Rent free period of no less than 5 years
- Service charge fixed period for a minimum of 5 years
- Rent paid by the ICB to be no more than 20% market rent considering the DV valuation of healthcare buildings.

Planning Contribution

7.721. Notwithstanding the level of provision to be made available at the village centre within Zone 1 and having regard to the housing trajectory for the Garden Community, the NHS ICB noted that approximately 1,277 homes would be constructed within Zone 2 before the permanent health care centre located within the Park Farm Village Centre would be provided. The NHS ICB requested a contribution of £1,721,296.88 to address the lag between the healthcare centres in Zones 1 and 2 being provided. The contribution is designed to fund the additional costs which would be incurred in providing additional services at the Great Belsteads Village Healthcare Centre. The demand would be met through extended surgery opening hours at this centre rather than providing them in the second healthcare centre at Park Farm. The timescale and patient numbers have been based upon the most recent housing trajectories.

7.722. The additional costs comprise three elements:

1. Excess Service Costs – the difference between the GP contract costs and the primary care network additional role costs for the required arrangement (7 days per week including evening appointments) and a normal contract, which would be agreed for the second healthcare centre. The costs have been calculated to be £318.91 per dwelling per year based on the December 2025 trajectory of 4,631 units. The proposed arrangement (the CGC model) versus the standard (usual costs) with the difference equating to £1,476,872.21
2. Mobilisation Costs – these relate to the costs of setting up and standing down the temporary arrangement resulting in specific costs that would not otherwise have been incurred including professional fees, additional staff costs and patient communication materials; based on recent local experience, this is estimated to equate to a cost of £60,000.
3. NHS ICB Costs – the cost to the NHS ICB of hosting and managing the arrangement which is included at 12% of the other costs (the standard administration cost applied to externally funded projects); this would cost £184,424.67

7.723. Collectively the cost of the proposed arrangement would total £1,721,296.88.

7.724. The cost was set out in the update paper to Planning Committee on 15th December 2025 for Zones 1 and 3.

7.725. The local planning authority are satisfied that through the provision of the permanent healthcare facility within Park Farm Village Centre, to be secured through the s106 Agreement

future residents of Zone 2 would have access to healthcare provision to meet demand at the appropriate time within the delivery of the Garden Community.

7.726. Officers acknowledge the need for healthcare infrastructure to serve the demand generated by the Chelmsford Garden Community and note that healthcare floorspace has been incorporated into the proposed development strategy accordingly, however, the NHS ICB's additional request for the facilities to be transferred on specific leasehold terms and for a significant financial contribution in lieu requires separate justification against the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010.

7.727. The NHS ICB has identified concerns regarding the affordability of occupying the proposed healthcare facilities on market, or near-market terms, however, further evidence is required (and has been requested by the local planning authority) to demonstrate why the leasehold arrangements are sought, including why the proposed rent-free period, service charge provisions and subsidised rental levels, are necessary to mitigate the impacts of the development. Similarly, for the financial contribution in lieu, the NHS ICB would need to provide a clear evidence base demonstrating the need for such a high contribution, how any funding shortfall arises as a consequence of the development and even with a health centre being provided at the Great Belsteads Village (Zone 1), and how the amount requested has been calculated. Given the absence of this information, officers are unable to conclude that the additional obligations sought satisfy the requirements of Regulation 122. Nevertheless, the local planning authority is willing to continue discussions with the NHS ICB and the applicant regarding the form and content of any healthcare obligations.

7.728. The precise trigger for delivery of the Zone 2 healthcare facility, the detail concerning the leasehold and rental arrangements and the lag contribution can be settled as part of the s106 Agreement negotiations.

Community Infrastructure

7.729. The Chelmsford Garden Community is underpinned by an extensive range of social infrastructure in addition to health provision, following the concept known as the Power of 10+, whereby a well-planned and visited place can effectively become greater than the sum of its parts, by providing people with ten or more reasons to visit a place. Four village centres are provided across the Garden Community; these seek to realise this concept, by becoming the community anchors of the development. The centres are intended to offer a range of reasons for people to access them, not just for grocery shopping, but for primary healthcare services (set out above), food/drink offers, community space, post box, places of worship, gallery space, indoor sports provision and art and cultural facilities. The centres would all seek to promote an evening economy through targeted floorspace, achieved by the inclusion of a variety of use classes, provision of attractive and safe public spaces and well-designed lighting.

7.730. Three village centres are to be provided within Zone 2. Park Farm Village Centre would form the largest mixed-use centre within the Chelmsford Garden Community, located at the heart of the community and alongside the All Through School. An east-west pedestrian street formed by retail units, restaurants, cafes and other services is proposed within the centre leading to a square in front of the school, enabling congregation space and scope for outside activities. The second, larger health care centre, office space and community facilities would also be provided at Park Farm, together with the stewardship office. An area of community gardens is proposed to the north of the mixed-use area, alongside Park Farm Meadows, providing green spaces for connection and social activities. A primary mobility hub is also proposed at Park Farm.

7.731. The Development Specification confirms a maximum floor space of 2,000sqm of Class E uses and up to 1,000sqm of Class E / Sui Generis uses. The community facilities are intended to be designed so that the spaces can be used flexibly by the community to accommodate a different range of facilities to meet their needs and would total 660sqm. Indoor sports provision is intended to follow the approach taken at Beaulieu, whereby it would supplement more formal indoor sports provision secured at the All Through School within Park Farm (Zone 2). The employment offer would equate to 500sqm.

7.732. ECC has confirmed that it would be seeking a more localised, 'satellite' library facility within the Garden Community to complement the city centre library. The request for library space could reasonably be accommodated as a shared space, and this would be subject to detailed design; any library facility would be fully funded by CIL. The expectation is that the facility would be delivered within the Great Belsteads Village Centre (Zone 1) or at Park Farm. The terms of the s106 Agreement for Zone 1 are currently being negotiated and provision will be made within the agreement for ECC to advise whether it requires space for library provision by a specific number of residential occupations. The same approach would be followed for Zone 2.

7.733. Alongside library provision, ECC have also identified the need for inclusive access to adult community learning facilities to deliver a wide range if courses for adults; its preference is for provision to be co-located with other community facilities, such as libraries and in, this case, close to the community gardens as part of its education package. The requirement will be secured as an obligation within the legal agreement.

7.734. Two secondary village centres are proposed to the east of the Chelmsford North-East Bypass at Hawthorn Village and south of the Northern RDR at Willow Hill. The Hawthorn Village Centre would seek to provide a range of facilities including retail units, restaurants and cafés, co-working space and community facilities and a secondary mobility hub, alongside a primary school with co-located early years and childcare provision. A pedestrian only street with ground floor retail units is proposed to connect the primary street and bus route to a public square, which is intended to establish a car free zone and outside space, whilst framing the entrance to the school.

7.735. The Development Specification confirms a maximum floor space of 1,000sqm of Class E uses and up to 1,000sqm of Class E / Sui Generis uses. The community facilities are intended to be designed so that the spaces can be used flexibly by the community to accommodate a different range of facilities to meet their needs, with the offer smaller than that provided at Park Farm, totalling 250sqm. The employment offer would equate to 500sqm.

7.736. The Willow Hill Village Centre forms the northernmost mixed-use centre within the Garden Community. The buildings within the centre are intended to reflect the character and typology of farmstead courtyards with barn-like structures providing space for start-ups, a farm shop and creative and maker spaces. Local shops and flexible community facilities and a secondary mobility hub would also be provided alongside a primary school with co-located early years and childcare provision.

7.737. The Development Specification confirms a maximum floor space of 500sqm of Class E uses and up to 200sqm of Class E / Sui Generis uses. The community facilities are intended to be designed so that the spaces can be used flexibly by the community to accommodate a different range of facilities to meet their needs, with the offer smaller than that provided at Park Farm, totalling 250sqm. The employment offer would equate to 250sqm.

7.738. A smaller community hub is also proposed at Park Farm at the intersection between the Outer Park Pale and Park Farm Green and is intended to comprise the cluster of retained buildings at the former Park Farm, which has been listed during consideration of the planning application (as set out above in the Green Infrastructure section of the report). The existing buildings would be converted into retail and flexible community space as part of a scheme to establish a new community hub overlooking Park Farm Green.

7.739. The Development Specification confirms provision for 200sqm of Class E / Sui Generis uses. The community facilities are intended to be designed so that the spaces can be used flexibly by the community to accommodate a different range of facilities to meet their needs, with the offer totalling 400sqm.

7.740. Chelmsford Garden Community Council have questioned whether the conversion of an existing building may limit the ability of the building to meet the needs of the community, as discussed, the proposed use classes seek to safeguard flexibility. The facility would also be provided in addition to facilities at the Park Farm Village Centre. The detailed proposals for conversion would need to be approved via reserved matters; this would include consultation with residents and the Chelmsford Garden Community Council.

7.741. The outline planning application has been accompanied by two sets of Parameter Plans. The first seeks retention of the existing T2 Hanger and Romney Hut within the design of the village, subject to further detailed structural investigations and a long term viable use being secured (the approach is set out above in the Green Infrastructure section of the report). 2,938sqm of floorspace would be available for flexible commercial and community uses within Classes E and F. Should it prove necessary to remove these buildings, then the Design & Access Statement confirms the intention to reflect the RAF associations within the design of the village, creating new spaces which reference them and their history.

7.742. Condition 60 – Mixed Use Area Floorspace will require the village centres to be delivered fully in accordance with the Zone 2 Development Specification May 2026 and will restrict the size of any Class E (b) food retail unit, where provided to no more than 500sqm, with the exception of Park Farm Village Centre. Policy S12 of the Local Plan does allow for retail proposals greater than 500sqm within designated centres; given that Park Farm Village Centre will form the central and largest of the four village centres, it is logical, that like Beaulieu it will be designated as a Principal Neighbourhood Centres with the others likely to be designated as Local Neighbourhood Centres in due course. All other retail units contained within the village centres and delivered pursuant to Class E (a), Class E (b) and Class E (c) will not be permitted to exceed 180sqm gross external area, unless otherwise agreed in writing with the local planning authority with no amalgamation of retail units within the village centres to ensure the centres offer a rich range of facilities and services to meet the community's day-to-day needs, realise the objective of delivering a 15 minute walkable neighbourhood, foster the creation of a healthy community and become the community anchors for the development.

7.743. Chelmsford Garden Community Council have noted that the application does not contain any plans for a pharmacy to be delivered within the healthcare centre or village centres. A pharmacy is not explicitly mentioned within the application documents, however, there is nothing to preclude one from coming forward either within the healthcare centre or as part of one of the mixed uses within the village centres. The final form of the healthcare facility, and the uses to be delivered within the village centres, will be confirmed at reserved matters stage.

Planning Obligation

7.744. The s106 Agreement would require the applicant to obtain reserved matters approval to details of each village centre and a Village Centre Marketing Strategy prior to occupation of a specified number of units to be negotiated. The applicant would be required to implement the approved Village Centre Marketing Strategy to secure the letting of the retail units within the centre and to provide a progress report to the local planning authority every 6 months following the implementation of the Village Centre Marketing Strategy until an agreement for a lease has been entered into in relation to the final retail units within the centre.

7.745. No more than a specified number of occupations would be permitted until such time as the applicant has provided the village centres. The applicant would not be permitted to use the Village Centre land for any other purposes other than for the construction and operation of the village centre.

7.746. The provision of a community centre within the village centre would also be secured within the legal agreement with a requirement that no more than a specified number of dwellings be occupied until details of the community centre and the community centre specification have been approved. No more than a specified number of dwellings would be permitted until a lease for the community centre has been offered to the stewardship body. The s106 Agreement would require 50sqm of space within the community centre to be reserved for library together with an allowance for space to be made available for adult social learning.

Conclusion

7.747. The healthcare and community facilities secured within the development would meet the needs of the future residents of Zone 2 as well as those of the neighbouring zones delivering an array of services and functions in close proximity to the proposed homes arranged to maximise convenience and easily accessible by a sustainable network of footpaths and cyclepaths. The proposals meet the overarching theme of sustainable development embedded within the NPPF and full accord with the DFD, Strategic Growth Policy 6 and Policy DM24.

Education

Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 5 – Strategic Infrastructure, 6 – Local Infrastructure, 8 – Creating Well Designed and Attractive Places & Promoting Healthy Communities Local Plan Strategic Growth Site Policy 6, Strategic Policies: S9, S10

Policy Position

NPPF

7.748. The need for strategic policies and Local Plans to make sufficient provision for infrastructure, including education provision is set out at paragraphs 20 and 35 of the NPPF.

7.749. Paragraph 100 of the NPPF advises that it is important that a sufficient choice of early years, school and post-16 places are available to meet the needs of existing and new communities and in this respect 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:*

a) give great weight to the need to create, expand or alter early years, schools and post-16 facilities through the preparation of plans and decisions on applications; and

b) work with early years, school and post-16 promoters, delivery partners and statutory bodies to identify and resolve key planning issues before applications are submitted.'

7.750. Paragraph 111 a) of the NPPF advises that within larger scale sites, planning policies should support an appropriate mix of uses across an area *'to minimise the number and length of journeys needed for ... education and other activities.'*

Adopted Chelmsford Local Plan

7.751. Strategic Policy S5 – Protecting and Enhancing Community Assets, recognises the important role that community facilities (which includes education) have in existing communities, and these should form an integral part of any proposals for new residential and employment development, whilst also being accessible to the community.

7.752. Strategic Policy S9 - Infrastructure Requirements states that new development must be supported by the provision of infrastructure, services and facilities that are identified as necessary to serve its needs, this includes ensuring that development is served by early years, primary and secondary, and tertiary education provision.

7.753. Strategic Policy S10 – Securing Infrastructure and Impact Mitigation sets out the need for infrastructure to be provided in a timely and, where appropriate, phased manner to serve the occupants and users of the development. Mitigation measures must be agreed with the local planning authority, in cases where development requires additional infrastructure capacity, so as to be considered acceptable.

7.754. The site policy for Strategic Growth Site 6 – North-East Chelmsford allocates land for a high-quality, comprehensively-planned, new sustainable Garden Community. The policy requires the provision of (i) a new secondary school, (ii) two new primary schools with co-located early years and (iii) two new stand-alone early years and childcare nurseries.

7.755. The emerging Chelmsford Local Plan has also amended the education provision required within the Garden Community (Strategic Growth Policy 6) to (i) provision of a new all-through school (including primary with co-located early years and childcare nurseries, secondary and potential for a sixth form centre), (ii) provision of up to three further primary schools with co-located early years and childcare nurseries and (iii) provision of four new stand-alone early years and childcare nurseries. The emerging Plan is currently afforded limited weight in decision; however, the proposed alteration accords with the figure for education provision set out within the DFD.

Planning Obligations SPD

7.756. The adopted Planning Obligations Supplementary Planning Document (SPD) sets out the Council's approach towards seeking planning obligations. Paragraph 10.6 of the SPD states that new early years, co-located with primary education, and standalone childcare provision and primary education are required to be provided on site in various strategic locations. In all cases, the developer will provide the land or provision within the built form at the development (early years and childcare facilities only) and a proportion of the build cost generated from the need for places.

Essex County Council Developers Guide

7.757. Essex County Council's (ECC) Developer's Guide to Infrastructure Contributions (Revised 2024) provides detail in relation to contributions. The Guide provides information on how the need for

additional school and early years places are assessed. Essex County Council has a statutory responsibility to make suitable travel arrangements available free of charge for eligible children, which depending on the location of a development, may require a developer contribution.

7.758. Paragraph 10.10 states that a new secondary school will be required on-site to support strategic growth in North-east Chelmsford. Paragraph 10.13 of the document states that where appropriate, s106 agreements will seek to secure community use of the facilities provided, and a separate contribution will be levied for this purpose.

7.759. The Garden Communities and Planning School Places Guide (2022), provides high level guidance on how early years and education provision should be planned. Garden Communities are to be designed to promote community inclusion and walkable, sociable, vibrant neighbourhoods.

7.760. The ECC Planning School Places Guide highlights a preference for primary schools to be no smaller than two forms of entry (FE) (420 places) and secondary schools no smaller than six forms entry (FE) (900 places or 1,080 including a sixth form). The guide also provides further detail on the site area requirements. The document states that walking and cycling should be promoted over car travel and that each neighbourhood within a Garden Community should have its own school noting that it could become a focal point of the community. Zones around new schools should be largely traffic free.

Garden City Principles & the DFD

7.761. The Garden City Principles state that developments should include strong cultural, recreational and shopping facilities in walkable, vibrant, sociable neighbourhoods.

7.762. The overriding principle for the DFD is the implementation of the concept of a 15 minute walkable neighbourhood; by carefully positioning village centres alongside education provision and developing a strong network of new pedestrian and cycle routes within the Garden Community, residents would be able to access a range of services and facilities by walking or cycling.

7.763. The Chelmsford Garden Community is comprised of the existing Channels and Beaulieu communities along with four newly proposed village centres and hubs. The proposed village centres are positioned alongside the All Through School Campus (Park Farm Village Centre – Zone 2) and the proposed standalone primary schools.

7.764. Having full regard to the Garden City Principles and the need to achieve walkable neighbourhoods, the school sites have been located so that they are situated within a targeted 800m walking distance of homes. Extensive work took place in relation to the Stage 1 Masterplan to develop a cohesive and strong walking and cycling network and ensuring that children could travel to school via active travel means. The secondary school occupies a central location within Zone 2 to ensure it is best placed to serve the Garden Community; on account of its position, it has previously been agreed that the school would be designed to enable the community use of facilities via a Community Use Agreement.

7.765. The DFD advised that a contribution would be made to education and training which would be used for a sixth form college, with the expectation that Special Education Need (SEN) provision would be delivered in mainstream schools where possible and where required, would be catered for off-site via a financial contribution.

Site Wide Education Strategy – Strategic Overview: Existing Provision within Chelmsford

7.766. A Site Wide Education Strategy (dated July 2025) has been agreed and is submitted as an application document. The strategy has been the subject of detailed discussions between the consortium, their education consultant, the local planning authority and the County Council in their capacity as local education authority. The Site Wide Education Strategy has now been agreed and will be appended to the PFA. The document outlines the manner by which education provision would be delivered within the Garden Community, the timing of delivery and confirms the agreed financial contributions.

7.767. The Site Wide Education Strategy in assessing need, has reviewed existing education provision within those settlements which are adjacent the Chelmsford Garden Community, including Beaulieu, Broomfield, Little Waltham and Springfield; this is briefly summarised below:

- Nursery Provision – 15 nurseries exist within the assessed area with 17% capacity across Chelmsford. Attendance at nursery is not a statutory requirement. A nursery is currently being constructed within the Channels development to the south of Zone 1 and is scheduled to open in the last quarter of 2025.
- Primary Provision – Seven primary schools lie close to the Garden Community; the closest is Beaulieu Park School. Beaulieu comprises two primary school, one provided at the All Through School Campus and the second as a standalone primary school on Remembrance Avenue north of New Hall School. The primary school within the All Through School is a 2FE school and is currently operating at full capacity. The second primary school at Beaulieu is a 2FE school and opened in September 2024. Existing primary provision within Beaulieu equates to 4FE.
- Secondary Provision – 11 secondary schools are located within Chelmsford and the closest is at the All Through School (Beaulieu Park School) in Beaulieu. The school recently expanded its planned admission number to 7FE (equivalent of 1,050 pupils in Years 7-11). The school has been designed to accommodate up to 8FE and therefore could accommodate up to 1,200 pupils. Chelmer Valley High School within Broomfield lies relatively close to the Garden Community; the school had 974 children on its roll in January 2024 and plans to admit 232 children to Year 7 in September 2025. The number of children on the roll for secondary education is expected to peak in 2027/28 with surplus capacity through to the end of 2033/34.
- Sixth Form Provision / Post-16 Learning – A new sixth form facility is due to open at the Beaulieu Park All Through school in September 2025. Chelmsford has one standalone post 16 college, Chelmsford College, which provides a range of vocational courses; it has also recently opened a specialist SEN block.
- SEN Provision – Approximately 98.8% of the total available SEN places are filled at any one time and half of the special education need schools within Essex are either regularly full or over their commissioned numbers.
- Two new special schools opened in Chelmsford in 2025 - The Hawthorns and Geoff Hurst Academies.

Site Wide Education Strategy - Chelmsford Garden Community: Site Wide Education Provision

7.768. Modelling work has shown that the Chelmsford Garden Community could, at its peak, generate the need for 1,552 primary school places and 1,068 secondary school places; if these numbers were to be achieved, then 7.4 forms of entry for primary school provision and 7.1 forms of entry for secondary school would be required.

7.769. The Site Wide Education Strategy has identified the following peak demand generated by the development:

- Eight early years/childcare facilities - four to be co-located with the four primary schools below, and the other four as standalone facilities in the village centres.
- Four primary schools - three standalone primary schools located within the village centres at Great Belsteads (Zone 1), Willow Hill (Zone 2) and Hawthorn (Zone 2) and one part of an All Through School (akin to that at Beaulieu) at Park Farm Village Centre (Zone 2).
- One secondary school - part of the All Through School at Park Farm Village Centre, with 6th form provision if needed.

7.770. The school provision identified within the Site Wide Education Strategy accords with the requirements as set out in the DFD. The DFD acknowledged that the allocation of school sites and early years and childcare provision would be secured as part of the outline planning applications, with the detailed design to form part of the subsequent reserved matters.

Primary School Provision

7.771. The primary schools at Willow Hill and Hawthorn Villages are both proposed to be accommodated on sites of approximately 2.1 hectares delivering a 2FE (420 pupil) primary school. The All Through School at Park Farm Village Centre would also accommodate a 2FE primary school on a 2.1 hectare site. The primary schools would have the ability to expand to 3FE if required, but it is noted that due to additional external space requirements associated with 3FE, any additional forms of entry would need to be temporary only.

7.772. A primary school is also proposed at Great Belsteads Village Centre, as discussed in detail below, this is to be accommodated on a larger site of 2.4 hectares, allowing it to be built with 3 forms of entry (630 pupils). Following discussions between the consortium, ECC and the local planning authority, it has been agreed that an additional form of entry would be provided on a temporary basis until such time as the other schools proposed alongside village centres further to the east within the Garden Community are made available. The school would thereafter revert to a 2FE school with the spare capacity to be used to deliver permanent Special Education Need (SEND) Provision for which there is a notable need.

7.773. The primary schools would each include co-located early years and childcare provision with up to 56 places.

7.774. The four primary schools combined would deliver 8FE, once the additional form of education to be provided at Great Belsteads is used for special educational needs. The level of provision would accord with the demand identified in Site Wide Education Strategy.

7.775. The land for each primary school would be provided to ECC as a serviced and remediated site and made available no later than the September two years prior to the date when the school

would be required to open. The schools will be built by ECC, who will also make the arrangements to secure an operator for each school.

7.776. Collectively, when combined with existing demand from Beaulieu and Channels, demand for primary provision would peak at 12FE and then reduce to 9FE in the longer term. Currently there is 4FE of primary provision accommodated within Beaulieu and Channels. The level of primary education provision intended to be provided across the Garden Community is considered adequate to meet the peak demand identified in the Site Wide Education Strategy.

Secondary School Provision

7.777. Secondary schooling needs would be met through the provision of an All Through School to be delivered on a site of 12.1 hectares within Zone 2 alongside the Park Farm Village Centre. The site would include 2.1 hectares of land for a primary school, with early years provision. Space has also been included for formal sports provision to serve the community as part of the sports strategy for the Garden Community.

7.778. The expectation is that the secondary school would deliver 6FE (900 pupils), but it would have capacity to accommodate an additional two forms and could therefore increase the overall capacity to 8FE (1,200 pupils) if there is identified demand. Funding for the additional two forms of entry would not however, be secured by the Garden Community development and would need to be sourced from elsewhere.

7.779. Beaulieu Park School provides 7 forms of entry. The secondary school demand identified in the Site Wide Education Strategy has identified a peak demand of 11FE in 2040, which would reduce to 9FE in the longer term. The combined provision at Beaulieu coupled with the proposed All Through School would deliver 13FE; this is considered acceptable to meet the identified demand.

7.780. The secondary school site at Park Farm also includes capacity for a 180 place sixth form centre; this would result in pupil numbers totalling 1,080. The PFA notes that the extent to which the All Through School has the potential to accommodate a sixth form centre would be subject to monitoring and consultation with the Department for Education.

7.781. Land on which the All Through School would be provided is subject to mineral extraction. The land for the school would be provided to ECC as a serviced and remediated site and made available no later than the September two years prior to the date when the school would be required to open.

7.782. The Site Wide Education Strategy notes the consortium's agreement to a cap on residential occupations of no more than 3,624 dwellings until two years after the September following the offer of the All Through School land for transfer to ECC; this cap would be referenced in the site-specific legal agreements.

Standalone Early Years & Childcare

7.783. The four primary schools, as set out above would each be co-located with a 56 place nursery; in addition to the co-located provision, the development also allows for a further four standalone nurseries, one to be provided within each of the village centres.

7.784. The specification and delivery of the standalone nurseries is set out within the Site Wide Education Strategy, which is appended to the PFA. The nurseries would be built to shell and

core and then offered at market sector rent to early years providers; if after marketing the unit for 18 months it is concluded by the Education Review Group (as detailed below) that there is insufficient demand for the standalone nursery, then the obligation to provide a standalone nursery within the village centre would fall away and the developer could seek to apply for a change of use; this would require submission of a planning application and would be considered on its merits.

7.785. The Site Wide Education Strategy notes that there will also be flexibility within the four village centres to deliver additional commercial nurseries if there is demand.

Special Educational Needs Provision

7.786. The ECC Developers Guide indicates a ratio of one special education needs (SEN) pupil per 1,000 dwellings; for the Garden Community this equates to an expectation of 44 SEND pupils across the development.

7.787. ECC's preference is for SEN pupils to be educated in mainstream schools to be delivered on site. Provision in this respect would be partly met by the permanent provision intended to be accommodated at the Great Belsteads Primary School but might also include provision at the other schools being delivered across the Garden Community.

7.788. The needs of children requiring more specialist provision are expected to be met elsewhere within Chelmsford.

7.789. The school provision as set out within the planning applications is currently indicative. The detailed design of the school sites would come forward as part of future reserved matters applications.

Education Provision within Zone 2

7.790. The Zone 2 development would accommodate three of the four primary schools to be delivered across the Garden Community. The primary schools are to be provided at each village centre; in the case of Willow Hill and Hawthorn, these would be located at the heart of the centres fronting onto a pedestrian square. The schools would be provided with co-located early years and childcare provision. The location of the schools accords with the DFD and the ECC Planning School Places Guide, which seeks to locate schools within neighbourhood centres. The third primary school would form part of the Park Farm All Through School.

7.791. The Willow Hill primary school would be located within the village centre, within the northern part of Zone 2 occupying a site area of approximately 2.1 hectares. The school would be designed to deliver two forms of entry (420 pupils) and include a co-located 56 place nursery. The phasing plan indicates that Willow Hill would be constructed within Phase 2 of the development. Access to the school would be from the square with emergency and pedestrian access points from active travel routes and small secondary roads. The school has been positioned close to the facilities within the village centre and within proximity of the larger village centre at Park Farm.

7.792. The primary school at Hawthorn village would be located at the heart of the village centre, connected to all areas of Hawthorn village by a series of wide landscaped greenways maximising opportunities for active travel. Sustainable travel is also further encouraged by the location of the school close to a secondary mobility hub. The school would likewise be built to deliver two

forms of entry and would include a co-located 56 place nursery. The phasing plan indicates that the primary school at Hawthorn village would be delivered in the sixth phase of construction.

7.793. Located within the centre of the new community, the All Through School at Park Farm would deliver the secondary school provision for the Garden Community. The school would be positioned adjacent to the Park Farm Village Centre and would deliver a 56-place nursery and two-form entry primary school alongside a six form entry secondary school. Space would also be provided on the site to accommodate a 180-place 6th form. The site has also been designed to have capacity to accommodate an eight-form entry secondary school if this is considered necessary. The Park Farm All Through School is expected to be delivered in Phase 3 of the development but this would be subject to the timing of mineral extraction at Park Farm.

7.794. The school is proposed to be accommodated on a level platform between two major east-west greenways extending through the Garden Community from Great Belsteads in the west to Hawthorn Village in the east. The school fronts directly onto a key north-south route and Park Farm village centre to the east and is situated within a short walk of a primary mobility hub.

7.795. The All Through School would also deliver part of the formal sports provision for the Garden Community, which would be secured via a community use agreement as part of the S106 Agreement.

7.796. The agreed trigger for the delivery of the school sites within Zone 2 is set out below.

7.797. Three additional standalone nurseries would be delivered within each of the village centres with the location to be determined at reserved matters stage alongside the identified need.

7.798. Chelmsford Garden Community Council have noted that some students would inevitably be brought to school by car and that parking provision and drop off spaces would therefore be required to prevent congestion. The final layout of the school and surrounding streets would be confirmed at reserved matters stage, and the Chelmsford Garden Community Council would be consulted as part of that process.

7.799. Essex County Council have provided comments on the school sites relating to noise impacts, access, layout and flooding. The final layout of the school and surrounding streets would be confirmed at reserved matters stage with noise and flood matters dealt with via condition. Essex County Council would be responsible for submitting the reserved matters for the school sites and would be consulted on the reserved matters for the neighbouring village centres and residential parcels.

7.800. Space is also intended to be made available within the three Village Centres for the delivery of standalone nurseries. The Development Specification states that the nurseries would have a maximum footprint of 550sqm. The requirement to deliver the standalone nursery would form a specific obligation within the s106 Agreement.

7.801. The specification and delivery of the standalone nurseries is set out within the Education Strategy and would be replicated within the legal agreement.

Planning Obligation

7.802. The PFA states that each of the outline planning applications is to be delivered in broad conformity with the Site Wide Education Strategy, which is appended to the agreement. The PFA sets out the expected requirements by for each form of education provision but indicates that the detailed arrangements for delivery and the specification for each type of education provision would be specified in the zone specific s106 Agreements.

Education Review Group

7.803. An Education Review Group (ERG) is proposed to be established to check and monitor the demand of school supply as the development progresses; this is set out and secured through the Planning Framework Agreement, which details its terms of reference and roles and responsibility. The ERG would include representatives from the consortium, City Council and County Council and monitor the delivery of school provision across the Garden Community in order to determine if there is adequate provision to meet the education demand across the community.

Delivery of Schools

7.804. The Education Strategy notes that the required preparatory works for each school site will be agreed with ECC and CCC so that the sites are offered, at the relevant trigger point, as fully serviced sites in accordance with the required Land Compliance Studies. A two year period for construction is proposed, prior to the September opening of each school, except in the case of Great Belsteads where the construction programme will be accelerated to allow as early an opening as possible. The serviced sites will only be able to be offered once mineral extraction and remediation have been completed, where required.

7.805. School delivery would be informed both through monitoring of school rolls, occupations and child numbers, as the homes on site are occupied. The proposed ERG would use this information to regularly assess the demand for, and provision of, permanent or temporary school capacity.

7.806. Should the ERG, in agreement with the education authority, conclude that the capacity offered at a planned school is not needed then it would have the power to recommend a delay in the transfer of the school site and agree a later trigger point. Should the ERG ultimately decide that a site is not needed for education purposes then the obligation would lapse. The proposed approach would be set out in the site specific s106 Agreements.

- Primary School Delivery

7.807. Demographic modelling has been based upon the indicative housing trajectories and indicates the anticipated site-wide occupation levels for the primary school sites land to be offered to ECC. Zone-specific triggers for the delivery of the serviced school sites will be agreed through the site-specific s106 Agreements for each zone to allow for consideration of site-specific considerations and constraints, which affect delivery of each of the schools.

7.808. The handover of the serviced site for Great Belsteads, for example, would be in undertaken in two stages, to allow work to begin on the building whilst there is continued remediation of the former golf reservoir where the playing fields will be located. The approach is likely to mean that the site servicing will be completed and transferred to ECC by 150 occupations on Zone 1. The assignment of responsibilities for delivery will be in accordance with the IDP.

7.809. The Education Strategy sets out the following site wide triggers for the transfer of the primary school land to ECC.

- Great Belsteads – 229 occupations
- Willow Hill – 1,075 occupations
- Hawthorns – 5,138 occupations

7.810. Should any of the primary school sites not be available for offer to ECC at the relevant occupation trigger, the temporary education measures cascade mechanism detailed below would apply, to ensure access to education for children within the development is provided enabling the development to proceed past the occupation trigger where suitable capacity is, or can be made, available.

7.811. Should the Great Belsteads site not be serviced and transferred by 150 occupations on Zone 1, updated demographic modelling would be undertaken to inform discussions with ECC and CCC on the appropriate, and proportionate temporary solution, that might be required to mitigate the impact of the delayed delivery on all zones.

- All Through School Delivery

7.812. The All Through School would not be offered before there is sufficient pupil demand on site to make the school site viable, as such the initial offer would not be before the completion of 2,900 occupations. Should the school site not be available at this point, then the temporary education measures cascade as detailed below would apply.

7.813. The consortium has agreed to a cap, whereby no more than 3,624 dwellings can be occupied until two years after the September following the offer of the All Through School land to ECC.

7.814. Should the school land for either primary provision or the All Through School, not be available to transfer at this occupation point, then the temporary education measures mechanism as set out below would be implemented.

7.815. Two of the school sites are situated within Bulls Lodge Quarry, where long term phased extraction of sand and gravel is in operation. The Hawthorn school site is located on land previously used for minerals extraction and historic silt lagoons and where remediation is necessary. The Willow Hill school site is on land currently used for silt lagoons associated with minerals extraction works for the quarry. The All Through School site is located on land where minerals are to be extracted at Park Farm Quarry.

7.816. The timescales for the availability of the land for all three schools are dependent upon the completion of mineral extraction works and land remediation. Consequently, there is uncertainty regarding the timescales for delivery of the serviced sites, which is beyond the consortium's control. The timings for the delivery of these schools would therefore need to be reviewed by the ERG. Should these schools not be capable of delivery in line with the agreed triggers, then the temporary education measures as set out below, would be implemented.

7.817. Limited detail is available at this time as to what would be provided on the primary school site but to ensure that the school's facilities are secured for community use Sport England have requested that any planning permission makes provision to secure the community use of the sports facilities provided on the school site. A formal community use agreement would be the appropriate mechanism for securing community use as without it there would be no certainty

that the facilities would be accessible to the community in practice after they have been built. The agreement would be secured as an obligation within the s106 Agreement. No financial burden would be placed on the applicant in respect of the community use element as there would be no enhancement of facilities required. The obligation would require the school to make facilities available for community use.

7.818. The s106 Agreement would secure the provision of space up to a maximum footprint of 550sqm for standalone nurseries at the three Village Centres within Zone 2 for the delivery of a standalone nursery.

7.819. Should ECC (as informed by the ERG) determine that any trigger, or cap on any zone is no longer needed at that time, it may be removed, or moved to a later date, or later occupations point, by collective consortium agreement. This decision would consider the latest available information at that time relating to housing trajectories and phasing plans, demographic data and projections, school capacities and rolls (including any schools within CGC at that point, as well as nearby schools including Beaulieu Park and Chelmer Valley High), and appropriate safe routes to schools.

Education Contributions

7.820. The ECC Developers Guide to Infrastructure Contributions sets out the scope and range of contributions, which ECC expect to be provided to mitigate the cost of their development. The expectation is that the contributions would fund the construction costs of the schools with a contribution to be made towards sixth form and SEND provision.

7.821. The contributions for each type of education provision are detailed within the Site Wide Education Strategy and are also included within the IDP and site specific legal agreements; these are spread proportionately across the three zones with Zone 1 providing its agreed share to assist in meeting the overall need. Contributions will be provided by each zone in agreed proportions, and the timings of the payments will be agreed through the site specific legal agreements.

7.822. The costs in the IDP are Q4 2024 prices and are intended to be indexed. Payments would be made in stages, as agreed, reflecting the actual timing of the build costs and secured through the zone specific S106 Agreements. The contributions as set out below have been agreed with ECC.

- Primary Education – A contribution of £37,125,587 in total for the four primary schools plus £5,568,838 in total for the four co-located nurseries.
- Secondary Education – A contribution of £29,984,635 for the All Through School based on a 6FE school.
- Sixth Form – A contribution of £5,984,448 towards the provision of a sixth form centre, if considered necessary.
- SEND – A contribution of £1,500,000 for the additional three SEND classrooms to be provided at the primary school at Great Belsteads Village with a further contribution of £3,063,624 to meet other SEND needs.

7.823. ECC has advised that they would usually request an early years contribution for the standalone facilities, however, as these are being delivered by the consortium as fully serviced sites, then only a contribution towards the co-located nurseries is required. Should the developers decide they are no longer directly delivering the standalone nursery then an additional financial contribution may be required.

7.824. The contributions set out above are those identified in the agreed Site Wide Education Strategy.

7.825. Essex County Council has also advised that they expect any community use at the All Through School to necessitate large facilities than usually provided with the expectation that the additional cost of delivering these community facilities to be covered by the developer consortium. The position is acknowledged in the IDP (Item D12) which assigns a cost of £4,318,058 for the delivery of the community use facilities at the Park Farm All through School.

7.826. The County corporate response details slightly different figures to those set out in the agreed Site Wide Education Strategy, however, it is noted that these figures are those contained within the education strategy with the Q4 indexation applied.

Temporary Education Provision & the Role of the Education Review Group

7.827. The Garden Community by its very scale is expected to experience varying peaks in population growth at different stages in its development and this would not always correlate with the delivery of the schools. The fluctuation in population growth would, at times, necessitate temporary education provision to ensure all children within the development are catered for. The Site Wide Education Strategy states that this could take the form of temporary classrooms at existing schools, either within the community or elsewhere, or alternatively could result in children being transported to schools elsewhere. The need for temporary education provision would be reviewed by the ERG.

7.828. The Site Wide Education Strategy details the agreed approach whereby temporary school demand on-site or nearby would be addressed through cascade of priorities, as summarised below:

1. Use of safe routes to schools, in the first instance from within the site to Beaulieu Park and / or Chelmer Valley High School enabling new pupils within the development to access existing available capacity at these schools.
2. Should a safe route to the above schools not be capable of being provided, then transport costs for eligible pupils within the development to be paid as set out below, by firstly using routes provided as part of the proposed Chelmsford Garden Community Bus Strategy if possible, or if not, then through alternative transport provision.
3. Should there be no existing capacity at the above schools, then temporary on-site primary provision may be required, as set out below, or in the case of secondary provision, further capacity may need to be introduced on a temporary basis at either Beaulieu Park or Chelmer Valley High School.
4. The option to transport children to more distant schools should only be considered where options 1-3 above are either not available or insufficient; on the basis that this would be the least sustainable approach.

Safe Routes to School

7.829. The first stage of the cascade system is reliant upon the provision of safe routes to existing nearby schools, so that any spare capacity may be used until the schools within the Garden Community are in place. Routes to Beaulieu Park School would be prioritised first and supplemented by routes to Chelmer Valley High School.

7.830. The DFD is based upon a comprehensive, interconnected, direct and secure network of new pedestrian and cycle routes within the Garden Community which connect with routes already in

place across Channels and Beaulieu. The routes all link the residential areas with the existing and proposed new schools.

7.831. The delivery of safe routes to school would be a preferable solution from a sustainability and placemaking perspective than transporting children to more distant schools that are not near the wider Garden Community. The safe routes proposed to Beaulieu Park School are being delivered as part of the primary and secondary active travel routes within the development as such there are factored into the overall scheme costs.

7.832. The provision of a safe route to Chelmer Valley High School is dependent on the delivery of a direct link from the Garden Community across the river valley. The route is identified within the IDP (IDP Item C15) and was identified within the DFD. Early options for the route have been developed and comments sought from key stakeholders, including Essex Highways, Essex Wildlife Trust and the Environment Agency. The City Council have appointed a consultant to undertake an appraisal of the route options within the corridor and objectively outline and assess the impacts, costs and quality of active travel provision for each option.

7.833. Should the suitable safe routes to schools not be delivered, and where the Garden Community Bus Strategy has provided a suitable reference, then the Site Wide Education Strategy notes the preference for this existing service to be used for eligible students within the relevant part of the Garden Community, as a priority before additional school transport services for these children are considered. The transportation costs would be paid for through a Temporary Education Support Fund.

Temporary Education Support Fund – Temporary Classrooms & Transport Costs

7.834. The Temporary Education Support Fund as detailed in the Site Wide Education Strategy is proposed to operate as a contingency. The capped cost of the fund; £9,898.67 (Q1 2024 prices, indexed by PUBSEC) would be borne by the consortium and is secured through the IDP, the PFA and the site specific s106 Agreements. Payments would only be due where a demonstrable need for temporary measures has been identified.

7.835. Should the need to implement a temporary measure be identified, then the fund would be used to deliver the following:

- Up to £376,342 for ECC statutory pupil transport costs for primary school children within the Chelmsford Garden Community, arriving before the opening of the first primary school.
- Up to £3,940,601 for ECC statutory pupil transport costs for secondary school children within the Chelmsford Garden Community, arriving before the opening of the all-through school.
- Up to £2,029,720 for four temporary classrooms at Great Belsteads primary school, which together with the three additional permanent classrooms, would allow the school to operate temporarily as a 3FE primary school, before later reducing to 2FE with the three additional classrooms becoming SEN provision.
- Up to £3,552,010 for seven temporary classrooms at Willow Hill primary school, allowing it to operate temporarily as a 3FE primary school. The school would revert to a 2FE school, once the Hawthorn primary school opens.

7.836. The Site Wide Education Strategy notes that each Zone will, through provisions contained within Site Specific s106 Agreements, reach agreement to provide additional temporary measures if required, such agreements may include payment of that zone's apportioned liability under the Temporary Education Support Fund or additional mitigation.

7.837. The temporary education support fund may also be used to provide temporary secondary school classrooms at Beaulieu Park School, or Chelmer Valley High School, if required.

7.838. Funds would be drawn down proportionally from the capped pot only as required subject to the education position being confirmed through each reserved matters and based upon the latest evidence supplied through the ERG.

7.839. The Temporary Education Support Fund would not be used where there is suitable existing capacity accessible in existing schools either within the development, or nearby at Beaulieu Park or Chelmer Valley High schools.

7.840. The Fund with the agreement of the ERG could be used in respect of alternative temporary provision(e.g. temporary secondary classrooms at either of the two nearby secondary schools, if they do not already have capacity) if required, but on condition that such provision is directly necessary to mitigate the impacts of the development, and that it is agreed to be the best practicable solution to meeting the temporary education need identified.

7.841. The consortium would only be required to make contributions to the Temporary Education Support Fund, as and when the temporary education measures are required. Should temporary provision not be required, or the scale and cost be lower than that set out above, then the contributions would be reduced accordingly.

7.842. The site specific s106 Agreements would be drafted to engage the cascade mechanism set out above towards the implementation of temporary measures to mitigate demand for school places.

7.843. The Site Wide Education Strategy notes that the use of the Temporary Education Support Fund for school transport is intended to cover school travel only where this arises from a delay in delivering schools within the Chelmsford Garden Community and not because of a situation where the schools have subsequently filled with children from outside the area. Once schools have been provided, free school travel for new children applying to those schools becomes the full responsibility of ECC in the normal way.

Conclusion

7.844. The Site Wide Education Strategy, which is appended to the Planning Framework agreement comprehensively details how the Chelmsford Garden Community would deliver the new community's education needs for all age groups; focussing on where the facilities would be located, the manner in which the sites would be provided and the schools delivered, the timing of delivery and outlines the mechanism for managing any delays in delivery or capacity through provision of a Temporary Education Support Fund in line with a temporary education measures cascade mechanism to be fully monitored through an Education Review Group.

7.845. Zone 2 would secure the provision of three of the four primary schools each co-located with early years and childcare provision across the Garden Community; two at the Willow Hill and Hawthorn village centres, with the third provided at the All Through School at Park Farm, which would also include the secondary and sixth form provision for the wider development. Three

additional standalone nurseries would be delivered within each of the village centres with the location to be determined at reserved matters stage alongside the identified need.

7.846. The education provision for Zone 2 as set out in the Site Wide Education Strategy, Environmental Statement, Design and Access Statement and Development Specification would acceptably meet the educational needs of future residents and is line with the requirements and expectations of the NPPF, the policies of the Chelmsford Local Plan, adopted supplementary planning documents, Essex County Council guidance, the Garden City Principles and the DFD.

Waste, Energy & Utilities

Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 5 – Strategic Infrastructure, 6 – Local Infrastructure, 7 – Protecting & Enhancing the Natural & Historic Environment, 8 – Creating Well Designed and Attractive Places & Promoting Healthy Communities
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S2, S9, S10, DM18, DM25

Policy Position

NPPF

7.847. Paragraph 20 b) of the NPPF states that *'strategic policies should set out an overall strategy for the pattern, scale and design quality of places and make sufficient provision for infrastructure for transport, telecommunications, security, waste management, water supply, wastewater, flood risk and coastal change management, and the provision of minerals and energy (including heat).'*

7.848. Paragraph 27 a) goes on to state that plans should ensure that a consistent approach is taken *to planning the delivery of major infrastructure such as utilities, waste'*; in this respect there is a need for collaboration with bodies where a strategic relationship exists on these matters.

7.849. Chapter 14 of the NPPF sets out how planning is to meet the challenge of climate change and flooding. Paragraph 161 states that *'the planning system should support the transition to net zero by 2050*'. Specifically, it should help *'to shape places in ways that contribute to radical reductions in greenhouse gas emissions, minimise vulnerability and improve resilience; encourage the reuse of existing resources …. and support renewable and low carbon energy and associated infrastructure.'*

7.850. Paragraph 164 b) states that *'new development should be planned for in ways that a) avoid increased vulnerability to the range of impacts arising from climate change and b) help to reduce greenhouse gas emissions, such as through its location, orientation and design. Any local requirements for the sustainability of buildings in plans should reflect the Government's policy for national technical standards.'*

Adopted Chelmsford Local Plan

7.851. Strategic Policy S2 – Addressing Climate Change and Flood Risk advises that the Council will seek to encourage new development that, amongst other matters, reduces greenhouse gas emissions, promotes the efficient use of natural resources such as water, provides opportunities for renewable and low carbon energy technologies and schemes, provides opportunities for decentralised energy and heating systems, encourages design and construction techniques which contribute to climate change mitigation and a adaption and minimises impact on flooding.

7.852. Strategic Policy S9 – Infrastructure Requirements advises that the infrastructure necessary to support new development must include appropriate utility infrastructure, which includes, but is not limited to, (i) utility infrastructure including electricity and gas distribution and supply, water

supply, foul drainage and wastewater treatment, telecommunications and superfast broadband and (ii) opportunities for appropriate renewable, low carbon or district-scale energy production.

7.853. Strategic Policy S10 – Securing Infrastructure and Impact Mitigation states that where a development proposal requires additional infrastructure capacity, to be deemed acceptable, mitigation measures must be agreed with the local planning authority and the appropriate infrastructure provider. Developers and landowners must work positively with the Council and other infrastructure providers throughout the planning process to ensure the cumulative impact of development is considered and then mitigated, at the appropriate time, in line with adopted policies and published guidance.

7.854. Policy DM18 – Flooding/SuDS advises that all major development will be required to incorporate water management measures to reduce surface water run-off and ensure that it does not increase flood risk elsewhere. The principal method to do so should be the use of Sustainable Drainage Systems (SuDS); as well as providing appropriate water management measures, where possible SuDS should be multi-functional to deliver benefits for the built, natural and historic environment.

7.855. Policy DM25 – Sustainable Buildings states that the Council will expect all new dwelling and non-residential buildings to incorporate sustainable design features to reduce carbon dioxide and nitrogen dioxide emissions, and the use of natural resources. The policy requires that all new dwellings meet a water efficiency requirement of 110 litres per person per day. All new non-residential buildings with a floor area in excess of 500sqm will be required to achieve a minimum BREEAM rating of very good. New dwellings and non-residential buildings are also to be provided with convenient access to Electric Vehicle (EV) charging point infrastructure equating to 1 charging point per unit (for a dwelling with dedicated off-road parking) and/or 1 charging point per 10 spaces (where off-road parking is unallocated) and charging points equivalent to 10% of the total parking provision for non-residential development. Public charging points should be located in highly visible, accessible locations close to building entrances.

7.856. The site policy for Strategic Growth Site 6 – North-East Chelmsford allocates land for a high-quality, comprehensively-planned, new sustainable Garden Community. The policy requires the provision of suitable SuDS and flood risk management, and encourages the appropriate development of renewable, low carbon and decentralised energy schemes on site together with mass waste collection systems where appropriate.

7.857. The emerging Chelmsford Local Plan has amended Strategic Growth Policy 6 to encourage the development of mass waste collection systems where appropriate, but also notably where they are deliverable and do not give rise to adverse environmental or other amenity impacts.

7.858. Policy S2 – Addressing Climate Change and Flood Risk, has been amended to include a proposal to support the move to a net zero future for Chelmsford. Specifically, the Council will seek new development that results in net zero carbon emissions and exceeds Building Regulations Parts F and L in accordance with Policy DM31 and promotes the efficient use of natural resources, which would including the use of integrated water management techniques.

7.859. Policy DM25 – Sustainable Buildings, has set more ambitious water efficiency targets requiring all new dwellings to achieve a standard of 90 litres per person per day and to provide integrated water management techniques, including the use of specific roof pitch, optimisation of rainwater harvesting on site to minimise overall water consumption and maximise its reuse. Further the policy sets a more stringent requirement in respect of EV charging, requiring on-

street, shared or visitor spaces for residential development to have 1 active EV charging point for every 5 spaces, the remaining spaces for residential development to include passive provision of cable routes and power supply to install additional charging points when demand arises, all charging points to use specialised charging infrastructure with a charging capacity appropriate to their use and for non-residential development to provide active and passive charging points for a proportion of the total number of parking spaces.

7.860. The emerging Chelmsford Local Plan also proposes the inclusion of a new policy, Policy DM31 – Net Zero Carbon Development (In Operation), which requires that all new buildings must be designed and built to be net zero carbon in operation, ultra-low energy, fossil fuel free and generate renewable energy on-site to at least match predicted annual energy use. The policy sets out a series of five requirements which all new buildings (1 dwelling and above for residential; 100m² floorspace and above for non-residential) are required to comply with.

7.861. The emerging policies currently have limited weight but seek to deliver the targets set out in the NPPF to reduce cardon dioxide emissions and support the transition to net zero.

Garden City Principles & the DFD

7.862. The Garden City Principles seek to secure the delivery of development, which enhances the natural environment providing a comprehensive green infrastructure network and biodiversity net gains, and that uses zero-carbon and energy-positive technology to ensure climate resilience.

7.863. The ambition for the Chelmsford Garden Community is that it becomes exemplary meaning that it exceeds what has typically been achieved in other major development schemes within the city area to date. The DFD sets out the shared vision for the Garden Community, at pages 25-49; this is one of a shared place, displaying an ethos of equality that reflects the collaboration behind its development; every element of the vision is informed by the need to become carbon zero and to minimise the impact of the new community on climate change.

7.864. Specific targets for waste, energy and utilities are set out in the DFD.

Zone 2 Provision

7.865. An assessment of the proposed development in respect of climate change across the entirety of the build-out of the Zone 1 development is contained within Chapter 10 of the Environmental Statement.

7.866. The application has also been accompanied by a Waste and Circular Economy Strategy, a Sustainability Strategy, an Energy and Carbon Strategy, a Drainage Strategy and a Utilities Appraisal Report; these documents are high level strategies which set out how the development would achieve the objectives and specific targets identified within the DFD. Detailed strategies would be submitted with each application for approval of reserved matters.

Waste

7.867. The vision for the Chelmsford Garden Community focuses on the concept of a circular economy; fully integrated sustainable waste management is at the forefront of this approach. A key objective in this respect, is to ensure the prevention, re-use and recycling of waste, reducing its impact on the environment and facilitating the more sustainable use of resources.

7.868. The waste targets set out within the DFD work towards a 100% diversion of all waste from landfill; as with energy, short medium, and long-term waste targets are set out to deliver incremental steps to achieve the overall waste diversion target throughout the lifetime of the development and are summarised below:

Short Term (2021-2025)

- 100% compliance with the Environment Act 2021.
- Year on year reduction in total household waste.
- 65% municipal waste to be recycled and 100% diverted from landfill.
- 65% commercial and industrial waste to be recycled and 100% diverted from landfill.

Medium Term (2028-2030)

- 80% construction and demolition waste to be reused, recycled or recovered.
- 70% municipal waste to be recycled and 100% diversion from landfill.
- 70% commercial and industrial waste to be recycled and 100% diversion from landfill.

Long Term (2032-2033)

- 95% construction and demolition waste to be reused, recycled or recovered.
- Food waste generated by CGC to be composted and re- used within the site.

7.869. The DFD required each outline planning application to set out a road map, detailing core targets to ensure that materials used reduced waste, offering a long and functional lifespan, with easy maintenance when necessary. The location of waste storage, collection and processing facilities were to be designed having careful regard to the implications for the street scene, building in capacity, in acknowledgement that the range of recyclable or bio-degradable materials would be likely to increase, in line with progressive government policy.

7.870. The application has been accompanied by an overarching Waste and Circular Economy Strategy, which sets out the waste targets in the DFD and identifies how these could be achieved within the development and how the circular economy principles could be implemented. The strategy is a high-level document that sets out the strategic approach to waste management for Zone 2 and notes that the future reserved matters submissions would be supported by detailed Construction Waste Management Strategies and Circular Economy Statements, which would need to set out how the principles of waste reduction, and a circular economy would be implemented within the detailed development parcels.

7.871. The Waste and Circular Economy Strategy shows a commitment to deliver the waste targets as set out in the DFD and identifies principles for achieving these targets to be adopted during the design and construction stages and considered during the future production of Construction waste Management Strategies (CWMS) for the future reserved matters. Future CWMSs would set out in detail how waste will be managed in line with the outline strategy and will include a quantification of raw material wastage, waste stream quantities, any improvements to current working practices, methods by which waste streams could be handled and stored and available waste disposal routes. Each CWMS would be updated as often as required during the demolition and construction stage of the development to provide an accurate record of how work is progressing relative to waste quantity estimates.

7.872. The report highlights that many housebuilders are embracing Modern Methods of Construction to construct houses quicker and with improved environmental performance. Developers within the Garden Community would be encouraged to embrace MMC albeit Countryside (the Zone 2 developer) has already begun working towards net zero and delivering low carbon homes through innovation and modern methods of construction and currently has two MMC facilities producing modular timber frames.

7.873. All relevant reserved matters applications would be required to be accompanied by an Operational Waste Management Plan and Circular Economy Statement which is to have regard to the principles contained within the submitted Waste and Circular Economy Strategy. The Operational Waste Management Plan would be required to demonstrate how the commitments to a circular economy approach, and to sort and divert waste from landfill in accordance with the waste hierarchy (reduce, reuse, recycle, recover) according to the waste groups would be achieved; see Condition 20 – Operational Waste Management Plan.

7.874. Full details of the arrangements for recycling and waste storage and collection and the location and form of open areas and any relevant servicing / delivery arrangements would be required as part of the layout details for each reserved matters; see Condition 6 – Reserved Matters Content. Details of the facilities for the storage of residual waste and recyclable materials for both residential and non-residential buildings are to be approved by the local planning authority prior to their installation; see Condition 49 – Refuse & Recycling Provision for All Building Types.

7.875. The ECC Developers Guide for Contributions sets out the required contributions expected for new developments. The states that Garden Communities would be expected to provide contributions to support the development of local waste management infrastructure and ensure the integrity of the waste management system. The Guide notes that the level of contribution would be agreed on a site-by-site basis following evaluation of existing infrastructure capacity. The matter is addressed in the heads of terms below.

Energy

7.876. The DFD sets out an objective to ensure a clear pathway to achieving a net zero carbon development, one where low carbon energy production and minimised consumption are placed at the heart of sustainable development and which sets high standards, that embrace innovation and demonstrate the flexibility to respond to emerging technological advances. The approach is set out in detail at pages 98-102 of the DFD.

7.877. The DFD acknowledges that the development industry is not yet ready to deliver fully net zero buildings but by embracing new technologies and innovation, the net zero targets should be deliverable. The DFD therefore sets out short medium and long-term targets for embodied carbon, operational energy targets, domestic and non-domestic energy targets and domestic and non-domestic space heating targets. The DFD also states that the development would encourage low carbon heating and renewable energy generation. Electric vehicles would be integrated where possible across the development and non-residential development would aim to deliver a BREEAM Excellent standard.

7.878. The accompanying Carbon Strategy and Sustainability Strategy reiterate the targets contained within the DFD and outline the high-level principles to enable the energy and sustainability targets, as set out below, to be realised.

7.879. The Garden Community development is intended to adopt a 'fabric first' approach to building design, which would address thermal performance alongside minimisation of unregulated

energy demand. The DFD indicates that this approach should be adopted first, before then considering the use of efficient mechanical and electrical building services systems (such as efficient lighting), the installation of renewable energy measures (such as roof mounted Solar PV) and where possible, supply of low-carbon heating and hot water.

7.880. The fabric first approaches that could be deployed in the short term would typically include:

- High levels of thermal performance for wall, floor and roof insulation
- High thermal and visual performance glazing
- High levels of air tightness
- LED lighting

7.881. Building form and design would be optimised as technologies emerge, to support the transition to net zero. The fabric first approach would help to guide the final design of the dwellings, which would be fully detailed in the subsequent reserved matters submissions.

7.882. The DFD, in addition to pursuing a fabric first approach, sets out incremental operational energy, space heating and energy intensity targets to allow the net-zero requirement to be achieved in a staged approach as the development proceeds. The targets are sought in short medium and long-term timeframes as set out in the DFD based upon when technologies are expected to be available. The approach is ambitious, but does factor in a necessary level of pragmatism, noting that delivery of the programme would require advances in construction practices, technology and market supply, which are not within the developer's direct control. The DFD and zone specific strategies clearly set out opportunities for learning and embracing of new technologies as the development progresses.

- Short term – 2025-2029 - Future Homes Standard / Future Building Standards.
- Medium Term - 2030-2035 – Net Zero Ready.
- Long Term - Beyond 2035 – Full Net Zero.

Short Term

7.883. During the short-term period of 2025-2029, residential and non-residential buildings would be required to meet the requirements of the Future Homes Standard and Future Buildings Standard, plus the space heating target recommended by the statutory, independent, UK Climate Change Committee. A space heating target of 15-20kWh/m²/yr has been agreed, calculated using a predictive energy modelling tool recognising that it is vital to ensure that the fabric of the buildings is the best they can be noting that it is easier to add solar pv at a later date, but far more difficult to retrofit the air tightness of the buildings. No fossil fuels would be provided, with heating delivered via heat pumps. Solar PV would be installed on all dwellings, with roofs designed to maximise the area available for PV. An identical space heating/cooling demand target would be secured for non-residential buildings, and again no fossil fuels would be provided.

7.884. The Carbon Framework, in respect of the short-term targets, is intended as a baseline for consideration against which the outline planning applications are to be assessed, cognisant that technology and solutions to the net zero challenge are evolving over time.

Medium Term

7.885. During the medium-term period (2030-2034), the development would aim to meet a range of energy performance targets to deliver buildings which target net zero energy for total energy and reduce total carbon emissions or meet the requirements of future Government or Local Plan net zero policy, whichever is the greater.

7.886. Energy use intensity targets of <50kWh/m²/yr and space heating demand targets of 15kWh/m²/yr are proposed. Further, and in addition to the targets set out in short term years, renewable energy technologies, such as PV would be installed, with the aim of matching/balancing the predicted annual amount of energy consumed by the homes (excluding EV charging).

7.887. The requirements for space heating, the method of heating and renewable energy technologies would be the same for non-residential, as for residential buildings. Non-domestic energy intensity targets for the different non-residential uses within the development would be as follows:

- Office Buildings - 75 kWh/m2/yr
- School Buildings - 85 kWh/m2/yr
- Retail Uses - 130 kWh/m2/yr
- Leisure Buildings - 125 kWh/m2/yr
- Innovation Building - 90 kWh/m2/yr

Long Term

7.888. The long term targets (2035-2039) aim to deliver buildings, which would be fully net zero delivering the equivalent of PassivHaus levels of energy performance, meeting targets to limit total energy consumption and to achieve an on-site energy balance where renewable energy generation matches annual average residual energy demand. Residential dwellings would be net zero, reducing total emissions to zero. The same approach would be followed for non-residential buildings.

7.889. Long term Energy use intensity targets of 35kWh/m²/yr and space heating demand targets of <15kWh/m²/yr are proposed.

7.890. The long-term requirements for space heating, the method of heating and renewable energy technologies would be the same for non-residential, as for residential buildings.

7.891. The long term non-domestic energy intensity targets for the different non-residential uses within the development, would be more ambitious than the medium targets, signalling a transition to net zero.

- Office Buildings - 55 kWh/m2/yr
- School Buildings - 65 kWh/m2/yr
- Retail Uses - 85 kWh/m2/yr
- Leisure Buildings - 92 kWh/m2/yr
- Innovation Building - 65 kWh/m2/yr

7.892. Residential and non-residential buildings built between the period 2040-2042 would be fully net zero in order to deliver the equivalent of PassivHaus levels of energy performance, meet targets

to limit total energy consumption and to achieve an onsite energy balance, where renewable energy generation matches annual average residual energy demand.

Embodied Carbon

7.893. The development seeks to reduce embodied carbon through the use of low carbon materials and modern methods of construction. The current supply chain does not currently contain many low embodied carbon materials, and it is acknowledged within the supporting documents, that there would be a need to radically change the existing supply of materials to assist with the decarbonising agenda. The size and scale of the Garden Community development and the length of the build would allow the development to help stimulate this change in materials.

7.894. The DFD and Carbon and Energy Strategy sets out embodied carbon targets over the lifetime of Garden Community; these are based on current RIBA 2030 targets. The future reserved matters submissions would indicate how embodied carbon could be reduced and would develop the targets further as the development progresses.

7.895. The Energy and Carbon strategy and Sustainability Strategy details, in addition to the DFD, the applicant's own internal ambitions to build sustainably and reduce waste.

7.896. In 2021 the applicant launched a new approach to sustainability called 'putting people at the heart of our homes', which set out high level ambitions to contribute to a sustainable built environment. The applicant has also recently published a route to net zero, which sets out their strategy to reducing corporate carbon emissions as well as emissions from new homes.

7.897. The applicant's corporate ambition is to efficiently and responsibly build 40,000 new sustainable homes; this includes building responsibly, being considerate constructors and ensuring materials on site are sustainable. The applicant has also invested in timber frame production as it aims to reduced embodied carbon and waste.

Delivery of Net Zero Targets

7.898. The energy targets for the development are ambitious and would require a number of measures to help with the decarbonisation of the development at each stage.

7.899. The applicant has proposed to look to support employment and skills training during the short and medium term phases, which would help to upskill the construction industry in carbon reduction. Further, investment would be made in new and emerging materials and technologies, which would help to achieve the targets.

7.900. The supporting documents acknowledge that in addition to upskilling the industry, there would be a need to educate future residents and business in relation to the new technologies available to them to aid a reduction in their carbon footprint. The educational piece could include information regarding low carbon heating and the installation of smart meters.

7.901. The DFD and the Energy and Carbon Strategy also include a commitment to a post occupancy evaluation of up to 10% of dwellings being built within the short and long-term phases. The evaluation process would cover a minimum period of 2 years and would take data and learnings from the early phases to assist with the construction of the later phases.

7.902. The applicant has identified an opportunity to create energy on site or utilise any energy from the nearby Longfield Solar Farm development once complete and has committed to exploring both options.

7.903. The DFD advised that pilot projects, which go beyond net zero ready, in terms of operational energy, and which target lower air tightness and greater energy savings would be progressed: to include up to 5% of homes within this timeframe. The pilot projects would aim to help improve construction skills, and investigate opportunities to involve local charities, or educational organisations to support people in delivering low carbon housing.

7.904. The opportunity to utilise renewable energy storage for all buildings, where possible would also be explored, so too consideration of battery storage.

7.905. The applicant has an internal ambition to achieve net zero by 2030 and have set out a pathway to achieve this based upon three key tenants which are; (i) the need to modernise construction methods, (ii) to build strong partnerships and (iii) to create a fair and reasonable transition that leaves nobody behind. The applicant has already started to work towards its net zero targets through innovative and modern methods of construction and currently have two MMC facilities producing timber framed buildings with a target to build 50% of all their dwellings from MMC timber framed homes by 2025.

7.906. All reserved matters applications for built development would be required to include an Energy Statement; this would need to be prepared in accordance with the principles and requirements contained within the submitted Energy and Carbon Statement – see Condition 16 – Energy & Sustainability.

Sustainability

7.907. Policy DM25 of the Local Plan requires all new residential buildings with a floor area in excess of 500sqm to achieve a minimum BREEAM rating of very good. The DFD states that all non-residential buildings over 1,000m² would achieve the BREEAM Excellent operational energy requirement as a minimum.

7.908. The energy and sustainability principles for Zone 2 are set out in the submitted Energy and Carbon Statement and Sustainability Strategy. The documents set out high level principles as to how progression to net zero could be achieved. The future reserved matters submissions would include parcel specific energy strategies which would detail how the principles in the approved Energy and Carbon Strategy would then be delivered.

7.909. The PFA seeks to ensure that the sustainability standards are consistent across the Garden Community and confirms that the standards will be secured through suitably worded planning conditions on each outline planning application, to be applied at reserved matters stage for each zone and to be in broad conformity with the DFD.

7.910. The PDG would monitor progression in relation to the sustainability standards across the entirety of the Garden Community, in accordance with the reporting and monitoring obligations contained within the PFA and the site specific s106 Agreement for each outline planning application.

7.911. A condition requiring all non-residential buildings with a floor area between 500-999sqm to achieve a minimum BREEAM Rating (or its successor) of 'Very Good' with all new non-residential

buildings with a floor area in excess of 1,000sqm to achieve a minimum BREEAM Rating (or its successor) of 'Excellent' is recommended; see Condition 62 – BREEAM Rating. The condition sets out the steps which would need to be followed to ensure development is on track to meet the identified standards and to ensure the required certification is issued. The condition has been worded such that the local planning authority is future proofed against any changes to the BREEAM certification process over such a long timescale.

7.912. ECC have reviewed the energy, and sustainability matters and are satisfied that the details contained within the application comply with the targets set out in the DFD and therefore have raised no objections.

Foul Water

7.913. The DFD seeks the early installation of utilities within the Garden Community to ensure each development parcel can be delivered in a timely manner. Foul water drainage strategies were required to be developed in accordance with relevant legislation and policy. Early engagement with the local planning authority and Anglian Water was a specific requirement of each outline planning application. The expectation was that the drainage network would be offered for adoption as a publicly maintained sewerage system either by Anglian Water as the statutory undertaker in the area, or by another undertaker via the Water Industry Act New Adoptions and Variations (NAV) method.

7.914. The foul water strategy for Zone 2 is set out in the submitted outline drainage strategy and identifies that two pumping stations would be required on the part of the site to the east of the Chelmsford North-East Bypass. A pumping station is not expected to be required on the western side of the site, which would be capable of draining via gravity, and as such would discharge foul water into the public sewer. The strategy notes that there would be no foul water treatment on site, with all discharges routed to Anglian Water's water recycling centre adjacent to Brook End in Chelmer Village. Details of the pumping stations would come forward as future reserved matters.

7.915. Anglian Water, in their role as the sewerage undertaker, have reviewed the foul water strategy and note that the site is within the catchment of Chelmsford Water Recycling Centre. Anglian Water has advised that the centre has existing capacity to cater for the proposed flows; no objections have therefore been raised, subject to a condition requiring the submission of detailed phasing of the development to ensure that there is no adverse pressure on the drainage infrastructure. Condition 23 – Phasing, requires that no development on Zone 2 commence until such a Phasing Strategy has been approved by the local planning authority.

7.916. No development, within each relevant phase or sub-phase of the development is permitted to commence until scheme to deal with the disposal of foul sewage has been approved by the local planning authority. The scheme would need to include details of connection points for the foul drainage – see Condition 48 – Foul Water / Foul Sewage System.

Utilities

7.917. The delivery of sustainable utilities and services is integral to the Garden Community in order to enable the delivery of high efficiency connections across the development; these are required to support smart homes, low carbon heating, water efficiency, electric vehicle charging and superfast connectivity broadband through the installation of Fibre to The Premise for all homes and businesses on site. The use of a high efficiency electrical network eliminates the need for

gas in residential homes and would reduce its demand in other buildings within the development.

7.918. The application has been accompanied by a Utilities Appraisal Report; this confirms that Zone 2 would be gas free and serviced by air source heat pumps, however, it notes that there is existing gas capacity in Channels and Beaulieu if this were to be required.

Electricity Supply & Broadband

7.919. The report notes that a maximum of 26.693 mega volt amperes (MVA) of electricity would be required to power the entire Garden Community of which Zone 2 accounts for 17.507MVA. Existing capacity exists at four locations; Channels development (937KVA), HV network to the west of the development (1.75MVA), Springfield BR primary substation (30.25 MVA) and existing HV network to the north of the development (500KVA).

7.920. The connections at Channels, the UK network to the west of the site and from the Springfield BR primary substation have already been secured. Offsite works, which would require third party landowner consent, would be required for all of the connections apart from Channels. The applicant is working closely with UK Power Networks to ensure power is ready when needed.

7.921. Once on site electricity would be distributed across the Zone 2 parcel from circa five substations. Details of the substations will form part of the reserved matters submission.

7.922. Fibre optic broadband would be provided across the development

7.923. Car charging capacity would be provided on site for each dwelling and localised communal charging locations provided within the mobility hubs. Energy generation, such as through PV panels, will be implemented throughout the site, and a SmartGrid is being explored to manage electricity generation with demand by including electrical storage options onsite, such as battery energy storage solutions (BESS).

Potable Water

7.924. The required potable water network on the site will be undertaken via a New Appointment and Variation Agreement (NAV). The DFD notes that the development will comply with the Local Plan policy target of 110 litres of water per person per day.

7.925. Essex and Suffolk Water (ESW) own the water infrastructure nearest to the site. Following their review of the proposals for the entire Garden Community they have advised that there is capacity for circa 900 units, but due to the scale of development proposed, they would need to undertake infrastructure improvements to the existing supplies to ensure there is adequate supply for existing as well as future customers.

7.926. ESW have noted that the phasing of the Garden Community is crucial to prevent supply issues. The authority has advised that they would also seek to encourage developers to adopt building designs which meet a more ambitious target than currently set out in the DFD and Local Plan of 85 litres of water per person per day; they believe this target is achievable as the development progress and emerging technologies become commercially viable. Works to improve capacity are already underway but due to local demand ESW are unable to confirm when the upgrades will be completed.

7.927. Approval of a Phasing Strategy is required by condition; as set out above, this includes details of services and utilities. Conditions are also recommended in relation to EV Charging – see Condition 50 – EV Charging, broadband – see Condition 59 – Telecommunications and water efficiency – see Condition 63 – Water Efficiency.

Planning Obligation

7.928. A waste contribution in accordance with the ECC Developers Guide would be secured.

Conclusion

7.929. The Zone 2 application through the submitted reports has demonstrated that it could achieve the waste, energy and sustainability targets set out within the DFD and that appropriate consideration has been given to the delivery of sustainable utilities and services integral to the effective delivery of the Chelmsford Garden Community in line with the requirements and expectations of the NPPF, the policies of the Chelmsford Local Plan, the Garden City Principles and the DFD.

Technical Matters
Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 7 – Protecting and Enhancing the Natural Environment
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S4, DM29, DM30

Policy Position
NPPF & National Government Guidance

Soils and Agricultural Land

7.930. Planning decisions should contribute to and enhance the natural and local environment by *'protecting and enhancing geological value and soils (in a manner commensurate with ….*their *identified quality in the development plan)'* (paragraph 187 (a)).

Contamination

7.931. Planning decisions should ensure that *'a site is suitable for its proposed use taking account of ground conditions and any risks arising from land instability and contamination. This includes risks arising from …..any proposals for mitigation including land remediation (as well as potential impacts on the natural environment arising from that remediation'* (paragraph 196 (a)), *after remediation, as a minimum, land should not be capable of being determined as contaminated land under Part IIA of the Environmental Protection Act 1990* (paragraph 196 (b)); and *'adequate site investigation information, prepared by a competent person, is available to inform these assessments'* (paragraph 196 (c)). Paragraph 197 advises that *'where a site is affected by contamination …. responsibility for securing a safe development rests with the developer and/or landowner'.*

Minerals

7.932. Paragraph 223 (c) of the NPPF advises that planning policies should *'safeguard mineral resources by defining Mineral Safeguarding Areas and Mineral Consultation Areas; and adopt appropriate policies so that known locations of specific minerals resources of local and national importance are not sterilised by non-mineral development where this should be avoided'*.

7.933. Paragraph 200 advises that where the operation of an existing business, in this case the quarry, *'could have a significant adverse effect on new development in its vicinity, the applicant (or 'agent of change')* (in this case the Garden Community) *should be required to provide suitable mitigation before the development has been completed.*

Noise & Lighting

7.934. Paragraph 187 (e) advises that planning decisions should *'prevent new and existing development from contributing to, being put at unacceptable risk from, or being adversely affected by, unacceptable levels of soil, air, water or noise pollution. Development should, wherever possible, help to improve local environmental conditions such as air and water quality'.*

7.935. The NPPF goes onto note that planning decisions should also ensure that *'new development is appropriate for its location taking into account the likely effects (including cumulative effects) of pollution on health, living conditions and the natural environment, as well as the potential sensitivity of the site or the wider area to impacts that could arise from the development. In doing so they should (a) mitigate and reduce to a minimum potential adverse impacts resulting from noise from new development – and avoid noise giving rise to significant adverse impacts on health and the quality of life, (b) identify and protect tranquil areas, which have remained relatively undisturbed by noise and are prized for their recreational and amenity value for this reason; and (c) limit the impact of light pollution from artificial light on local amenity, intrinsically dark landscapes and nature conservation.'*

7.936. The Government noise policy set out in the 'Noise Policy Statement for England' (NPSE) requires noise and vibration assessments to identify effects from a development that would result in significant adverse impacts on health and quality of life. The NPSE vision is to *'promote good health and a good quality of life through the effective management of noise within the context of Government policy on sustainable development.'*

Air Quality

7.937. Paragraph 187 (e) applies also to air quality; in addition, paragraph 199, advises that *'opportunities to improve air quality or mitigate impacts should be identified, such as through traffic and travel management, and green infrastructure provision and enhancement.*

Adopted Chelmsford Local Plan

7.938. The reasoned justification for site policy Strategic Growth Site 6 – North-East Chelmsford notes that the allocation includes areas which have been consented for long-term minerals extraction. The masterplanned development will require careful phasing together with an application from the mineral operator to modify the phasing programme for mineral extraction, which would be determined by the Minerals Planning Authority (para. 7.224). Para. 7.225 notes that the site lies within a Minerals Safeguarding Area and in line with the Minerals Planning Authority, developers will be required to undertake a Minerals Resource Assessment to assess if further

areas of the site contain a viable minerals resource that would require extraction prior to development.

7.939. Policy DM29 of the Local Plan advises that planning permission will be granted for development provided it (i) safeguards the living environment of the occupiers of any nearby residential property by ensuring it does not result in excessive noise, activity or vehicle movements; and (ii) is compatible with neighbouring or existing uses in the vicinity of the development by ensuring it avoids unacceptable levels of polluting emissions by reason of noise, light … or other issues, unless appropriate mitigation measures can be put in place and permanently maintained.

7.940. Policy DM30 advises that for developments on land which is contaminated, or has a history of a potentially contaminating use, permission will only be granted where the Council is satisfied that A) (i) there will be no threat to the health or safety of future users or occupiers of the site or neighbouring land; and (ii) there will be no adverse impact on the quality of local groundwater or surface water and B) For developments where an air quality assessment has been provided, permission will only be granted where the Council is satisfied that after selection of appropriate mitigation the development will not have an unacceptable impact on air quality and the health and wellbeing of people.

Minerals Local Plan

7.941. The currently adopted Minerals Local Plan designates Mineral Safeguarding Areas (MSAs) where mineral bearing land is inferred based on data held by the British Geological Survey. Mineral Consultation Areas (MCAs) are designated at 250m from all existing, permitted and allocated mineral infrastructure which includes mineral extraction sites.

Agricultural Land & Soils

7.942. The application has been supported by a report, which identifies the geological characteristics of the site and potential sources of contamination, and this is contained within Chapter 11 of the Environmental Statement.

7.943. The Zone 2 site covers an area of 344 hectares. Since 1990, most of the site (primarily the former WWII Boreham military airfield) has operated as a quarry, supplying around 750,000 tonnes per annum of sand and gravel products.

7.944. The surrounding land was predominantly characterised by open fields. Sections outside the eastern boundary have since been developed as sand and gravel pits and a large residential development is in the final stages of construction at Channels to the west/south-west of the site. A mixed-use residential-led development at Beaulieu to the south of the site, is at an advanced stage in construction. A small number of isolated residential dwellings are located around the site boundaries.

7.945. The assessment identified the site as comprising Garde 3 'Good to Moderate' agricultural land to the south, and Grade 2 'Very Good' agricultural land to the north, however, the extent of the site within agricultural use was found to be limited to relatively small areas of grass pasture. The areas were not considered of relatively low social, economic, or environmental value and not to provide significant agricultural value for food production. The assessment also noted that considerable areas of agricultural land have already been removed as part of the planning permission for the active sand and gravel quarry.

7.946. Having regard to the findings of the assessment, the effects of the proposed development on best and most versatile agricultural land were not considered significant.

7.947. The scheme achieves compliance with the NPPF.

Minerals

7.948. Bulls Lodge Quarry forms part of the site and is being operated in line with two extant planning permissions granted by Essex County Council; Boreham Airfield (CHL/1019/87 refers) and Park Farm (CHL/1890/87 refers). The site falls within a mineral safeguarding area. The quarry has been in operation since 1990 and produces approximately 750,000 tonnes of sand and gravel per annum although the processing plant is capable of producing up to 1 million tonnes per annum. A concrete batching plant, asphalt plant, aggregate bagging plant and an inert waste recycling facility are all located within the quarry.

7.949. Three extraction areas are associated with the quarry. Sand and gravel extraction has, to date, been largely centred on the Boreham Airfield part of the quarry with large areas of land already restored, principally to agricultural use. Two further extraction areas which make up the quarry are known as Park Farm and Brick Farm.

7.950. Following completion of mineral extraction, the worked areas are restored, and this is undertaken in a phased manner typically within two years of each individual phase, following which the restored landform is subject to a period of aftercare. The restoration works at Park Farm are proposed to be overburden only (excluding topsoil and landscaping) whereas the restoration works at Boreham Airfield would be overburden and topsoil excluding landscaping, with the topsoil sown with grass until the proposed development comes forward.

7.951. The pertinent applications which relate to the quarry, are set out in the 'Relevant Planning History' section of the report above, and these operate in conjunction with one legal agreement. Two planning applications were submitted to the County Council as mineral planning authority in December 2020 to vary the planning permissions granted in 1990, to facilitate the timely delivery of Zone 2 and to ensure that the permitted mineral reserves within Park Farm, and the Boreham Airfield, were not needlessly sterilised; both were granted in July 2024. Since then, there have been two further applications to allow additional hours of operation for the processing plant for a period of 5 years and to change the restoration scheme approved by the Boreham Airfield planning permission, principally in relation to the size of the lake. The MPA have advised that the existing mineral planning permissions for the quarry currently require the cessation of extraction and associated activities by December 2041.

7.952. The MPA anticipate that the site operators are likely, prior to 2030, to submit an application to extend the operational life of the secondary processing plant, including the coated roadstone plant to align with the overall quarry end date of 2041. Given the unrestricted hours permitted for the coated roadstone plant and the quarry's long-term operational timeframe, it is considered likely that there will be HGV and associated vehicle movements both during daytime and night-time periods on the local highway network including the CNEB and the NRDR.

7.953. Having regard to paragraph 200 of the NPPF and the 'agent of change' principle, the Zone 2 development should not introduce a land use, which through its sensitivity, and therefore potential for conflict, would prejudice the on-going operation of any mineral infrastructure. The sensitivity of a land use is determined by several factors, including the proximity to the potential source of disturbance, the nature of the potential receptors, the exposure period over which a

receptor would be subject to potential disturbance and the level of amenity which could reasonably be expected.

7.954. Residential development parcels within Phase 4 of the scheme would lie within the Bulls Lodge coated stone plant minerals consultation area and are considered to be of high sensitivity. Several areas of landscaping and open space are proposed within Bulls Lodge Quarry, including Dukes Wood Nature Park, Park Farm Meadows and Park Farm Green; these open spaces are generally considered of medium or medium-low sensitivity depending on their layout and intended use, but none are proposed within, or close to, the minerals consultation area for the Bulls Lodge coated stone plant. Areas of open space are proposed within the residential development parcels; however, these are not 'destination' spaces like the Dukes Wood Nature Park. Users of these spaces are likely to be more transient and as such, considered of medium to low sensitivity.

7.955. The primary school at Willow Hill is proposed 310m north of the Park Farm extraction area within the Boreham Airfield part of the quarry. The All Through School lies within Phases 2 and 3 of the Park Farm extraction area. The sensitivity of the uses is considered to be high.

7.956. The Willow Hill Employment Hub lies within Bulls Lodge Quarry, partly within the Boreham Airfield extraction area and 400m north of Park Farm. The hub does not lie within the minerals consultation area for the Bulls Lodge coated stone plant. The sensitivity of the uses is expected to vary, with light industrial uses typically being of lower sensitivity than office accommodation, but to ensure a robust approach, the uses have been considered of medium sensitivity.

7.957. Extraction at Park Farm is now proposed to continue until December 2033 (previously 2029), with restoration works expected to be complete by December 2034 (previously 2030). Extraction at Boreham Airfield is proposed to continue until December 2037 (previously 2034), with restoration due to be completed by December 2039 (previously 2035). The revisions to anticipated timescales reflect several factors including delays associated with infrastructure delivery and slower extraction rates due to reduced market demand, as well as a need to divert electricity infrastructure.

7.958. The timing of extraction and associated restoration works has informed the masterplan contained within the DFD, the Zone 2 application and its expected delivery trajectory and phasing plan. Furthermore, it has also heavily informed discussions regarding the timing and delivery of key items of infrastructure, including the All Through School located within Park Farm.

7.959. Phases 1 and 2 of the development are not affected by future mineral extraction with the exception of limited restoration works associated with a former silt lagoon within Zone 2. Development within these zones can therefore progress with a higher degree of certainty and would deliver residential properties, the Willow Hill Employment Hub and Willow Hill village centre, land for a primary school, green infrastructure including Park Farm Meadows and an area of productive landscapes, formal play and community spaces and a comprehensive network of active travel routes. The delivery of critical key strategic infrastructure including the Northern RDR, Chelmsford North-East Bypass Phase 1a, the A12 Junction 19 scheme and works to roundabout 5 are all secured independent of Zone 2 and are likewise not affected by any delays to mineral extraction.

7.960. No development is capable of being commenced within Park Farm until the entire area has been extracted and the conveyor removed. Phases 3 and 4 of the Zone 2 development are not anticipated to come forward until 2035, but this is dependent upon the conveyor being removed

and all extraction and necessary mineral restoration having been completed. The potential delay in the All Through School coming forward has been the subject of extensive discussions with the consortium and both local authorities and is documented in detail in the approved Site Wide Education Strategy, as set out in the 'Education' section of the report. A series of temporary education mitigation measures including imposition of a site wide occupation restriction linked to delivery of the All Through School are required. Healthcare provision is also supported through earlier delivery of a smaller permanent health centre within Zone 1 and payment of a healthcare lag contribution to cover the period until the healthcare centre within Zone 2 can be delivered.

7.961. Development within the Boreham Airfield area would similarly be dependent upon the completion of extraction and minerals, as illustrated by the Zone 2 Phasing Plan and any non-mineral development would need to demonstrate that it would have no adverse impact on the working and processing of the minerals from that part of the quarry.

7.962. The Minerals Infrastructure Impact Assessment has identified a range of new land uses, with varying sensitivity, within the mineral consultation area, as set out above and has assess the principal potential impacts of noise, dust and lighting at each phase of the development. The presence of the minerals infrastructure has informed the design and phasing of the development, and wherever possible, the layout and anticipated delivery has been amended to avoid potential conflict. All residential parcels, or other highly sensitive land uses are either located in excess of 75m from any minerals and waste infrastructure, or in relation to operations taking place within Bulls Lodge, are planned for delivery only once the closest extraction activities have been completed. The applicant has indicated, that where required they would be willing to implement similar mitigation as required for Beaulieu and Channels which comprised acoustic fencing and planted bunds.

7.963. The assessment has concluded that the proposed development would not experience significant adverse effects due to the on-going operations at the quarry.

7.964. A condition is recommended – see Condition 19 – Mineral Extraction, which requires all reserved matters for residential development within 250m of the mineral extraction areas of Bulls Lodge Quarry – Park Farm to be accompanied by a Quarry Mitigation Scheme. Should all permitted mineral extraction and restoration within 250m of the qualifying dwellings have been completed prior to the submission of the reserved matters then the submission of a Quarry Mitigation Scheme would not be required. The scheme achieves compliance with the NPPF, the Minerals Local Plan and Policy DM29 of the Chelmsford Local Plan with the condition as recommended.

7.965. The MPA had previously requested conditions relating to a communications plan and sales marketing literature; these were not considered enforceable and as such it is also not proposed that these matters be secured through the site specific s106 Agreement. The PFA requires a Progress Delivery Group to be in put in place, which monitors delivery of the development; matters in relation to communication can be addressed through this forum.

Contamination

7.966. A Ground Conditions and Land Contamination Assessment has supported the application and is contained within Chapter 11 of the Environmental Statement.

7.967. The assessment identified a series of potential sources of contamination including historical uses of the site as a WWII airfield, agricultural uses and quarrying activities including the presence of

tanks, possible infilled ponds, silt lagoons and pits, overburden/silt material from quarrying activities and electricity sub-stations. Potential sources of off-site contamination were also identified comprising a sewage treatment plant outside the southern boundary, landfill present adjacent the eastern boundary and the Hanson asphalt plant adjacent the south-eastern boundary.

7.968. Construction activity has the potential to impact upon the quality of groundwater and surface water, through sediment runoff to surface water, de-watering of excavations and leaching of soluble contaminants within made ground. Robust measures would be implemented during construction works to prevent pollution of surface water including incorporate of industry best practice such as CIRIA Guidance within the required Construction Method Statement, which would be secured by condition – see Condition 65 – Construction Environmental Management Plan.

7.969. The assessment, advocates, as is standard practice in addressing potential contamination issues, that prior to any works commencing on a development parcel, comprehensive ground investigation be undertaken. The expectation is that this be carried out on a development parcel basis, with the contamination conditions then verified and the recommendations set out within a report based on analysis of the results. The findings of the intrusive investigation would then identify any specific remediation or mitigation measures. A condition is recommended in this respect requiring submission of a scheme to assess and deal with any contamination of the site prior to the commencement of development and submission of a validation report prior to occupation / first use of the development, to confirm the extent of remediation works, if found to be necessary – see Condition 53 – Contamination. Having regard to the embedded environmental measures, the effects to future residents would be not significant.

7.970. The effects on groundwater and surface water have been assessed as not significant, subject to appropriate mitigation to manage risk and employing best practice measures including adherence to a Construction Environmental Management Plan; this is to be secured by condition – see Condition 65 – Construction Environmental Management Plan.

7.971. The information contained within Chapter 11 of the ES in relation to ground conditions and contamination has been reviewed by the Council's Public Health and Protection Service and is considered acceptable. The scheme achieves compliance with the NPPF and Policy DM30 of the Chelmsford Local Plan with the condition as recommended.

Noise

7.972. A detailed noise assessment has supported the application and is contained within Chapter 15 of the Environmental Statement. The assessment has considered the potential noise and vibration effects during the enabling and construction phases including from road traffic noise and following completion of the development both from traffic noise, operational building services and other sounds of an industrial and/or commercial nature.

7.973. The existing noise environment primarily comprises road traffic noise, however, at the time of the survey assessment, noise from the Bulls Lodge Quarry (operating on the Boreham site) was audible at one location, as were vehicle movements at the Essex Police site during the daytime. Noise from the Hanson processing facility was also a main source of noise during the daytime.

7.974. Noise impacts arising from the active sand and gravel quarry at Bulls Lodge are expected to temporarily increase in the short term during mineral extraction activities then reduce as activities move from Park Farm, back to Boreham and finally to Brick Farm in line with the two s73 applications to vary the conditions of the minerals planning permissions and the phasing. A

Noise Assessment accompanied the s73 applications and detailed best practice measures and embedded mitigation to be employed during extraction works to minimise and control the impact of noise from the quarrying activities. The measures include, but are not limited to, controls on hours of working, establishment of stand-offs between quarry operations and the nearest noise sensitive receptors, temporary screening mounds and the regulation of plant and machinery. Conditions on both minerals planning permissions required minerals to extracted from the site and transferred to the processing site in a prescribed way, and the arrangement is to continue for the remainder of the permitted activity.

7.975. During the course of enabling works and construction, noise mitigation measures would be deployed to minimise adverse effects upon existing residential properties with the implementation of best practice measures including adherence to a Construction Environmental Management Plan; this is to be secured by condition – see Condition 65 – Construction Environmental Management Plan.

7.976. The layout of the Willow Hill Employment Hub would be further developed at reserved matters stage to provide acoustic screening to the future Gypsy and Traveller site by introducing buildings, and where necessary, appropriate boundary treatments such as acoustic fencing or walls to mitigate potentially significant adverse effects associated with operational road traffic associated with the Northern RDR.

7.977. The assessment identifies that to reduce daytime noise levels within rear gardens, dwellings will be orientated to front Beaulieu Parkway, the Northern RDR and the Chelmsford North-East Bypass and closed spaced / contiguous to provide self-screening to rear gardens.

7.978. Hours of operation in relation to Dukes Wood Sports Hub and the external pitches forming part of the All Through School at Park Farm are expected to be controlled by conditions at reserved matters stage. The separation distance between the six external pitches at the Sports Hub and new noise sensitive receptors has been maximised as far as practicable with at least 80m from the nearest properties. The likely effect from both sets of sports pitches is expected to be long-term but local and not significant.

7.979. A sustainable Garden Community cannot be predicated on the use of the car; the development in this respect is underpinned by a modal share target of at least 60% of all trips originating within the development to be by non-car means upon completion of the development. Attainment of this target which is embedded in the DFD and where non- compliance is controlled by penalty payments and the introduction of additional active travel measures to seek to ensure the target is achieved, should assist in reducing traffic levels below what they might otherwise have been.

7.980. A condition is recommended to require all reserved matters for built development adjacent to Essex Regiment Way and for the Willow Hill education site to be accompanied by a noise report, including, where necessary, details of a noise mitigation scheme to mitigate the effect of road noise and plant noise associated with the retail and employment uses on the residents of new dwellings – see Condition 18 – Noise Levels.

7.981. The information contained within Chapter 15 of the ES in relation to noise and vibration has been reviewed by the Council's Public Health and Protection Service and is considered acceptable. The scheme achieves compliance with the NPPF and Policy DM29 of the Chelmsford Local Plan with the condition as recommended.

Air Quality

7.982. An Air Quality Assessment has supported the application and is contained within Chapter 7 of the Environmental Statement. The Assessment has considered the potential for both construction works and the operational development itself to result in air quality effects; particular consideration has been given to the impact of dust and road traffic emissions.

7.983. During the construction phase, the assessment concludes that with the adoption of best practice dust control measures as set out within a Construction Environmental Management Plan, the impact on local air quality is expected to be 'not significant'. A requirement for the applicant to obtain approval to and adhere to the detailed measures contained within a Construction Environmental Management Plan is proposed, this would include measures to control the emission of dust and dirt during construction – see Condition 65 – Construction Environmental Management Plan.

7.984. Having regard to the effects of demolition and construction traffic works, and taking into account cumulative schemes, predicted annual mean nitrogen dioxide emissions were found to be negligible and any effects temporary, direct, short-term and 'not significant'.

7.985. Future users and residents of the partially complete development and fully complete and operational development were found to experience acceptable levels of air quality.

7.986. The planning permissions for mineral extraction at Bulls Lodge Quarry have been amended to allow a rephasing of operations such that Park Farm would be worked earlier within the overall working scheme for Bulls Lodge, with a temporary suspension of extraction activities within Boreham Airfield. Trees and hedgerows along the western, southern and eastern boundaries of Park Farm would screen existing residential properties from the works. The ES for the application, however, notes that extraction works would result in slight adverse dust impacts on existing properties adjacent the western boundary of the Park Farm extraction area but with the employment of best practice operational mitigation no additional mitigation was considered necessary.

7.987. Residential properties within Phase 1 of the Zone 2 development would be situated downwind of the phased extraction works, which would now operate in a north to south sequence. Consequently, the potential exists for these properties to be affected, however, with appropriate environmental design measures in place, it is likely that the effects of minerals dust associated with the works would be 'not significant'.

7.988. The site layout has been designed to ensure offsets at reasonable locations from key impact origins; the quarry, Chelmsford North-East Bypass, Beaulieu Parkway and the proposed Northern RDR. Landscaping buffers are intended to provide additional barriers from areas of lower air quality.

7.989. An Outline Construction Environmental Management Plan has been submitted, which confirms a framework of measures to be implemented to mitigate the potential environmental impacts arising from construction.

7.990. No likely air quality and odour significant effects have been identified. The information contained within Chapter 7 of the ES in relation to air quality has been reviewed by the Council's Public Health and Protection Service and is considered acceptable. The scheme achieves compliance with the NPPF and Policy DM29 of the Chelmsford Local Plan with the condition as recommended.

Lighting

7.991. An Ecology and Biodiversity Assessment has supported the application and is contained within Chapter 9 of the Environmental Statement.

7.992. The assessment advises that bats could be disturbed or displaced from areas within Zone 2 by human activity during both construction and occupation of the Zone 2 development; since no roosts are present within the site, the disturbance would be due to the potential for bats to be dissuaded from the area through the presence of artificial lighting. The Green Infrastructure Strategy does however allow for dark corridors to be created within Zone 2 and for other areas where lighting can be designed sympathetically. Dukes Wood Nature Park would provide a large area of habitat capable of supporting species less tolerant of artificial lighting. All artificial lighting would be designed in accordance with the latest guidance from the Institution of Lighting Professionals and Bat Conservation Trust's Guidance Note 08/18 Bats & Artificial Lighting in the UK (2018).

7.993. The assessment concludes that the effects of artificial lighting would be negative but would not prevent the Green Infrastructure Strategy providing more, and better connected habitats for bats. The effect of artificial lighting on local bat populations is therefore considered insignificant.

7.994. The matter is addressed by Condition 51 – Landscape and Ecological Management Plan. Measures to address the impacts of construction activities on existing habitats and biodiversity features are addressed by Condition 66 – Construction Ecological Management Plan.

7.995. A condition is recommended to require approval to a detailed lighting scheme for each phase or sub-phase of the development; this would include details of the location and design of all artificial lighting having specific regard to Guidance Note 08/23 Institute of Lighting Professionals – see Condition 58 – Lighting Scheme.

Assessment of Alternatives & Cumulative Impact
Local Plan Strategic Priorities: 1 – Sustainable Development Patterns, 5 – Strategic Infrastructure, 6 – Local Infrastructure, 9 – Reinforcing Chelmsford's Regional Role
Local Plan Strategic Growth Site Policy 6

7.996. The EIA Regulations require that consideration is given to any alternatives to the Zone 2 development, which might have been considered by the applicant and to a scenario whereby the Zone 2 development were not to proceed.

7.997. Policy SGS6 Strategic Growth Site 6 – North-East Chelmsford of the Chelmsford Local Plan allocates land for a high-quality, comprehensively planned, new sustainable Garden Community that will provide a significant amount of new housing and employment, whilst maximising opportunities for sustainable travel in a landscaped setting. Should the Zone 2 application not come forward, it is permissible that a development like that considered within the Environmental Impact Assessment could be brought forward. Alternatively, were no development of the site to progress, then the site could remain in its current condition, as a quarry and agricultural land.

7.998. The Zone 2 application forms one of three outline planning applications, which have been submitted by each member of the developer consortium. Detailed applications have also been submitted for the initial phases of on-site highway works, drainage and landscaping for Zones 1 and 3. Collectively these applications form the Stage 2 Masterplan and follow approval of the Stage 1 Masterplan Framework for the Chelmsford Garden Community. Should the development

of Zone 2 not come forward, then arguably this would be undesirable in the context of delivery of the overall masterplan and its substantive benefits.

7.999. No alternative (including as to designs) have been considered, as the Zone 2 site forms part of a masterplanned development and its design has been derived from the principles and masterplan established by the three documents, which form part of the Stage 1 Masterplan; the Development Framework Document (DFD), the Infrastructure Delivery Plan (IDP) and the Planning Framework Agreement (PFA), which have guided the delivery of the Chelmsford Garden Community. The site is allocated for development in the Chelmsford Local Plan. The site is considered a wholly appropriate location for the proposed development.

7.1000. The 'no development' option has not been considered since the Zone 2 application presents the opportunity to deliver a proportion of the Garden Community, delivering much needed homes (including affordable homes) and employment floorspace.

Cumulative Impact

7.1001. Chapter 18 of the ES – Cumulative, In-combination and Interactive Effects and the corresponding appendix reference the full list of cumulative schemes which have formed part of the assessment. The ES correctly notes that in general, the schemes to be included within a cumulative effects assessment are those which have full planning permission, or a resolution to grant planning permission and where there is to be an uplift of more than 10,000m² of mixed-use floorspace, or over 150 residential dwellings.

7.1002. The initial Cumulative Effects Assessment was undertaken in 2024 and formed part of an addendum to the ES in November 2024. The findings of both the addendum and the original ES submitted in 2023 remain valid, however, given the intervening time between the initial work being undertaken and the submission of amendments to the application in March 2026, the Cumulative Effect Assessment has been updated to account for applications submitted to the local planning authority during this time.

7.1003. The Environmental Impact Assessment has considered the potential cumulative effects of the wider development proposals within the Chelmsford Garden Community in combination with the proposed development, as well as with other strategic sites set out within the Chelmsford Local Plan.

7.1004. During enabling and construction works, the ES has concluded that the following significant environmental effects would likely result:

- Transport & Access

7.1005. The ES has considered all cumulative schemes in the future baseline through appropriate traffic growth. The effects during enabling and construction works are defined as 'not significant'.

- Landscape & Visual Impact

7.1006. The site falls within Landscape Character Area B21 Boreham Farmland Plateau (LCA) however due to the extent of containment separating the proposed development site from neighbouring landscape character areas, significant cumulative effects on these other areas are considered unlikely.

7.1007. The Zone 2 site alongside Zone W Residential at Beaulieu, Longfield Solar Farm (DCO Scheme) and the site of the Chelmsford North-East Bypass, fall within Landscape Character Area B21 Boreham Farmland Plateau, but in combination, cover a moderate part of the area such that the effects are considered 'minor-moderate adverse'. The Zone 2 site extends into a small proportion of the LCA and accordingly any contribution to cumulative effects arising from construction works would be 'minor adverse' at most, with the effect defined as 'not significant'.

7.1008. No views of construction activities would be possible in combination with any of the cumulative schemes from the viewpoints labelled 1-3b and 5a-9 in the LVIA. Glimpsed views would be permissible from the upper elements of any lifting equipment e.g. cranes and tall plant associated with eight of the cumulative schemes, from viewpoints 4a-4c. Construction activities associated with these schemes would, in the main, be screened by intervening woodland. Views would also occur in the opposite direction to those of the construction activities associated with Zone 2. Views of the cumulative schemes and Zone 2 would not be possible in combination. The perception of construction activities might be increased; however, this would result in a cumulative effect of 'negligible' to 'minor adverse' at most. The effect is defined as 'not significant'.

- Biodiversity

7.1009. Site clearance works, being the point at which most of the effects on the local biodiversity resource are realised, has already taken place for the cumulative schemes forming part of the Beaulieu and Channels developments, the Regiment Business Park and several other schemes identified within the appendix to Chapter 18 of the ES.

7.1010. The strategic site, Land North of Broomfield is located over 1km from the site and separated from it by Essex Regiment Way; given the degree of separation and intervening infrastructure, the scheme has effectively been discounted with regards mobile fauna. Habitat loss would be cumulative, but negligible, based upon the expected loss e.g. arable fields and amenity grassland, and given that the future baseline for Zone 2 would contribute very little on account of the permitted gravel extraction works.

7.1011. Two strategic sites north of the Chelmsford Garden Community in North Broomfield and Great Leighs, together with two strategic sites falling within the Braintree Local Plan at Great Notley and Horizon 120 at Braintree were also discounted due to the degree of separation with Zone 2.

7.1012. Longfield Solar Farm will deliver large areas of new species-rich grassland and long lengths of new hedgerow. The habitat loss associated with the DCO scheme, be it permanent, or temporary, is under intensive agricultural management with relatively small losses of hedgerow. Construction works are expected to be complete, prior to any large scale development of Zone 2. An improved biodiversity outcome could be realised through the in combination effect of the scheme and delivery of the Dukes Wood Nature Park with the provision of roughly adjacent extensive areas of new high quality habitat.

7.1013. Works associated with the A12, and the Chelmsford North-East Bypass could result in a cumulative loss of habitat and fragmentation of mobile fauna, however, much of the bypass will be delivered prior to the Zone 2 development and new habitat creation provided within the highway boundary alongside some of the green infrastructure proposed to be accommodated within the application scheme.

7.1014. Temporary habitat loss arising from the cumulative schemes could have a negative cumulative effect on biodiversity, albeit not all habitat losses would occur simultaneously and are likely to

occur over several years. Habitat mitigation and creation works to replace any earlier losses are expected to result in a greater amount of more species-rich habitat within the area than currently exists.

7.1015. The degree of separation between Zone 2 and the identified cumulative schemes is such that the local nature networks would not be adversely affected by the construction works.

7.1016. The requirement for the applicant to obtain approval to a Construction Environmental Management Plan and Construction Ecological Management Plan should mean that the effects in relation to biodiversity would not result in any significant cumulative effects in combination with the Zone 2 development. The effects are assessed as 'not significant'.

- Historic Environment

7.1017. Due to the duration of the delivery programme associated with the Zone 2 development, most of the identified cumulative schemes will have been completed by the time enabling and construction works commence. No known discrete archaeological features would be affected by the development and the identified schemes, resulting in a cumulative effect. The cumulative effects of construction on buried heritage assets would remain the same, as though the Zone 2 site were being considered in isolation. The effect would be 'significant'.

7.1018. The Longfield Solar Farm DCO scheme would bring an area of solar arrays within the setting of three heritage assets; Brent Hall, Great Holts Farmhouse and Little Holts. The Zone 2 scheme would have no effect on Little Holts and negligible effects on the other two properties. The cumulative effects of construction on those assets would therefore remain the same as though the site were being considered in isolation, which is 'significant'.

- Socio-Economics

7.1019. The Zone 2 development in combination with the cumulative schemes would generate employment during demolition and construction phases. A quantitative assessment of the potential employment generation has not been possible due to commercial sensitivities regarding construction costs and timings. Given the size of the construction workforce at the regional level (approximately 190,000 jobs), the mobility of the workforce and given the cumulative schemes would not be built at the same time, the overall effect on the construction industry would be 'negligible' to 'minor beneficial' and 'not significant'.

- Health

7.1020. Having regard to the conclusions reached in respect of the cumulative effects in relation to noise, visual impact, air quality and socio-economics, no relevant cumulative effects would arise in relation to health during the construction phase. The cumulative effects are 'not significant'.

- Hydrology & Hydrogeology

7.1021. A Construction Environmental Management Plan (CEMP) would be secured by condition for the Zone 2 development and has been assumed for the cumulative schemes; albeit this is standard practice. Construction of the cumulative schemes may increase the likelihood of surface water drainage and water quality effects but with a CEMP in place, the effects in relation to surface water and foul drainage should not give rise to any significant cumulative effects in combination with the proposed development. The effect is 'not significant'.

- Ground Conditions

7.1022. The ES acknowledges that each cumulative scheme would adopt appropriate measures to avoid, and mitigate, the release of contamination to off-site sources; this would be addressed through a planning condition; as such, effects are likely to be site specific to each scheme and independent of other sites. Accordingly cumulative effects during the construction phase are therefore defined as 'not significant'. No significant cumulative effects associated with contamination and ground conditions with respect to human health and controlled waters were identified as the effects are limited to the site area.

- Noise & Vibration

7.1023. Traffic data used in both the 2030 'Without Scheme' and 'With Scheme' scenarios has incorporated traffic flows associated with the peak number of HGV's generated by the Zone 2 development and all cumulative schemes, affecting traffic flows on roads included within the assessment. The predicted noise effects has therefore taken account of noise from the cumulative schemes. Several of the cumulative schemes, as well as Zones 1 and 3 of the Chelmsford Garden Community and the Northern RDR are located within 500m of the Zone 2 site. Methods of working associated with each of the cumulative schemes are anticipated to be like those employed during the construction of Zone 2. Predicted noise levels are not expected to be more than 3dB at any receptor based on a worst case scenario, provided that best practice mitigation, which would need to be detailed in the CEMP (to be required by condition) is fully implemented on all construction sites. The cumulative effect, as such, would be unlikely to be worse than minor adverse and not significant.

- Air Quality

7.1024. Construction dust effects from any individual site would be 'not significant' with appropriate mitigation. The IAQM Guidance suggests that cumulative construction dust impacts would only likely occur where sites are within 500m of one another. Further work would have to be taking place in the areas of both sites, close to a receptor, for cumulative effects to result.

7.1025. Construction mitigation measures have been detailed in Appendix 7.8 to the ES and these stipulate that where concurrent construction work would result on sites within 500m of each other, the construction contractors for the proposed development would liaise with the contractor(s) for the other site(s) to ensure the co-ordination of plans and to minimise dust and particulate matter emissions. All construction sites, including those within 500m of the Zone 2 site, are expected to adopt mitigation measures to limit dust emissions, to hold liaison meetings and to co-ordinate plans to minimise impacts upon sensitive receptors.

7.1026. The traffic data exercise outlined above, has taken account of predictions of future pollutant concentrations and the effects on road traffic emissions; the cumulative effects are considered 'not significant'.

7.1027. The ES has identified the following likely significant environmental effects once complete and operational:

- Transport & Access

7.1028. The ES has considered all cumulative schemes in the future baseline through appropriate traffic growth. The effects during operation are defined as 'not significant'.

- Landscape & Visual Impact

7.1029. The Zone 2 site, alongside Zone W Residential at Beaulieu, Longfield Solar Farm (DCO Scheme) and the site of the Chelmsford North-East Bypass, fall within Landscape Character Area B21 Boreham Farmland Plateau, but in combination, cover a moderate part of the area such that the effects are considered minor-moderate adverse. The Zone 2 site extends into a small proportion of the LCA and accordingly any contribution to cumulative effects arising from construction works would be 'minor adverse' at most, with the effect defined as 'not significant'.

7.1030. Having regard to the high level of visual containment within the landscape surrounding the site, arising from the intervening built form, landform, vegetation and distance, no views of completed / operational cumulative schemes are anticipated from any viewpoints. The effect is defined as 'not significant'.

- Biodiversity

7.1031. On the assumption that the cumulative schemes adhere to conditions and/or obligations in relation to the delivery of local green space and biodiversity net gain, the cumulative effects could increase the health and value of local biodiversity and expand and connect the local nature network. The size of the cumulative schemes and the extent of green space provided is such that the changes are anticipated to be very small. The effect on biodiversity is therefore assessed as 'not significant'.

- Historic Environment

7.1032. No cumulative effects from the development upon archaeology are expected, since no further ground disturbance would occur. The cumulative effects on built heritage would remain the same, as if only the Zone 2 site were being delivered and these would be 'significant'.

- Socio-Economics

7.1033. The social infrastructure to be delivered within the Chelmsford Garden Community has been designed to fully mitigate the needs of the development. Planning contributions are intended to mitigate the impact of development off-site, e.g. where demand is for facilities which serve a wider strategic catchment. Collectively the Garden Community has the potential to accommodate between 1,505 and 4,035 FTE jobs alongside homeworking, enabled by modern remote-working technology. Based upon experience of other new developments, 15% of working age residents could be expected to work from home, representing a potential 1,165 persons in addition to those working within the non-residential floorspace within the development.

7.1034. The Beaulieu and Channels developments, once complete could deliver up to 4,350 dwellings, new employment floorspace plus supporting infrastructure in the form of two primary schools with co-located early years provision, a secondary school, two standalone day nurseries, a health centre and other community floorspace. Given the proximity of the Chelmsford Garden Community, there is the potential for synergies to build up across these sites such that residents could benefit from proposed and existing facilities. The non-residential floorspace is expected to give rise to between 3,100 and 3,500 jobs.

7.1035. Collectively, alongside development at Regiment Business Park, Land North of Broomfield, several other strategic housing allocations and the Horizon 120 site at Braintree, significant levels of employment, housing and associated infrastructure provision, including early years, primary schools and other community facilities are anticipated.

7.1036. Considering all identified schemes within the cumulative assessment, housing delivery in the region of 13,150 homes could be achieved, amounting to a 'major beneficial' ('significant beneficial') effect at the local and district level. Major beneficial ('significant beneficial') effects at the local level and minor beneficial (not significant) effects at the district level are anticipated in relation to employment through the creation of in the region of 5,000 – 8,000 jobs.

7.1037. The effects in relation to social infrastructure (ranging from schools, to early years, to healthcare, to community facilities) are expected to range from negligible ('not significant') where provision is sufficient to meet demand arising from the site in question to 'moderate beneficial' ('significant beneficial') where development meets its demand plus some additional capacity to meet the needs of the wider area. The Zone 2 scheme is expected to mitigate the relevant impacts where physical provision is not delivered on-site through financial contributions.

- Health

7.1038. Having regard to the conclusions reached in respect of the cumulative effects in relation to noise, visual impact, air quality and socio-economics, and given that the proposed development would provide acceptable social infrastructure provision so as not to lead to additional capacity within the wider area the cumulative effects are 'not significant'.

- Hydrology & Hydrogeology

7.1039. Surface water drainage and flood risk for each cumulative scheme would be managed in accordance with relevant legislation including the imposition of planning conditions. The cumulative flood risk effect is therefore assessed as negligible. A Surface Water Drainage Strategy would be implemented for all cumulative schemes. The cumulative flood risk effect is therefore assessed as negligible.

7.1040. A Foul Drainage Strategy would be required for all cumulative schemes to ensure sufficient capacity within the public drainage network to accommodate the generated flows; any required upgrades to the network would be managed in accordance with relevant legislation. The cumulative effects on foul drainage are therefore assessed as negligible.

7.1041. The cumulative schemes in conjunction with the Zone 2 development, would result in an increase in demand for water within the local area, however, each applicant would be required to ensure sufficient water capacity to serve their development through discussions with the water authority, Essex & Suffolk Water. The cumulative effect on water supply is assessed as negligible with the overall effect on water resources considered 'not significant'.

- Ground Conditions

7.1042. No significant cumulative effects associated with contamination and ground conditions with respect to human health and controlled waters are anticipated. The effects are considered site-specific to each scheme and independent of other sites; cumulative effects are therefore

unlikely to result. Cumulative effects during the operational phase have accordingly been assessed as 'not significant'.

- Noise & Vibration

7.1043. Traffic data used within the future baselines and considered with the noise modelling has incorporated traffic flows associated with the cumulative schemes, including the Northern RDR. The operational effects, which include the cumulative schemes, have been shown to be 'non-significant' in relation to road traffic noise.

7.1044. Having regard to the degree of separation between the sports hub pitches at Dukes Wood and the cumulative schemes, no additional cumulative operational noise related effects are considered likely. The effects are therefore considered 'not significant'.

7.1045. The separation distance between the Willow Hill Employment Area and the cumulative schemes, coupled with the imposition of conditions to control sources of plant and industrial noise from the proposed employment site, would mean that no additional or cumulative operational noise related effects would be likely. The effects are therefore considered 'not significant'.

7.1046. The Cumulative Impact Assessment has considered sound levels at outdoor amenity areas and within habitable residential rooms taking account of the cumulative schemes. The applicant will be required to submit a noise report within areas of identified noise sensitivity as part of the relevant reserved matters. Noise mitigation measures, required to protect the amenity at dwellings within Zone 2 can then be secured by condition at reserved matters stage. The effects are considered 'not significant'.

- Air Quality

7.1047. The only cumulative effect associated with the operation of the proposed development and the operation of the cumulative schemes are changes in traffic emissions. The traffic data used in the 2030 'Without Scheme' and 'With Scheme' scenarios incorporated traffic flows associated with the Zone 2 development and all relevant cumulative schemes. Operational impacts on that basis, inherently included cumulative schemes. The effects in relation to road traffic emissions have been assessed as 'not significant'.

7.1048. Having regard to IEMA Guidance on 'Assessing Greenhouse Gas Emissions and Evaluating Their Significance' an assessment of the impacts from Greenhouse Gas (GHG) Emissions associated with cumulative schemes was not required and the cumulative GHG effects are considered the same as those for the completed development, being not significant.

7.1049. The ES has considered the impacts of climate change on the proposed development with the receptors for the purposes of the assessment being the proposed development and its users. Effects associated with pluvial and groundwater flooding due to higher winter rainfall and extreme rainfall events may be exacerbated by cumulative schemes, which increase the impermeable area within the vicinity of the proposed development. The cumulative schemes would each have a requirement to be managed in accordance with relevant legislation to ensure appropriate controls. Effects associated with higher summer temperatures and more extreme temperature events could be exacerbated by cumulative schemes were they to result in a larger increase in hard surfaces within the vicinity of a proposed development, however, given the nature of the Garden Community where 50% of the development is formed by green infrastructure, no additional substantial heat island effect is probable. Cumulative effects in relation to climate resilience are therefore considered 'not significant'. The proposed

development would employ mitigation measures to ensure policy compliance and minimise its contribution to climate change.

7.1050. The Zone 2 application has considered the potential for cumulative effects having regard to other strategic site allocations and developments coming forward within the surrounding area. Best practice measures and appropriate mitigation can be incorporated to address the potential for cumulative effects. Significant mitigation has been incorporated within the scheme through the provision of extensive infrastructure.

8. S106 Agreement, Housing Infrastructure Fund Recovery & Recycling Provisions, Infrastructure Delivery Plan, Viability Position & CIL Reinvestment

Local Plan Strategic Priorities: 2 – Meeting the Needs for New Homes, 3 – Fostering Growth & Investment and Providing New Jobs, 5 – Strategic Infrastructure, 6 – Local Infrastructure, 7 – Protecting & Enhancing the Natural & Historic Environment, 8 – Promoting Healthy Communities
Local Plan Strategic Growth Site Policy 6, Strategic Policies: S6, S7, S8, S9, S10 DM Policies: DM1, DM2

Zone 2 Infrastructure Provision – Heads of Terms

8.1. The nature of the requirements for mitigation necessitates a s106 Agreement. The heads of terms are agreed with the applicant and are summarised as follows. Further detail on each of the infrastructure items/provision has previously been provided within the relevant sections of the report.

8.2. The contributions listed and the triggers are correct at the time of publication.

Housing & Affordable Housing

- 50% of new dwellings to be built to meet the requirements of M4(2) of the Buildings Regulations 2015, or subsequent government standard.
- Up to 35% of total units (subject to a review mechanism) to be provided and maintained as affordable housing (with a minimum of 19%) – split 70% affordable rent or social rent (broken down by unit size) and 30% shared ownership.
- 5% of new affordable dwellings to be built to meet the requirements M4(3)(2)(b) of the Building Regulations 2015 (wheelchair user dwellings), or subsequent government standard.
- Affordable Housing Scheme to be submitted to address phasing, delivery and mix for each phase.

Self/Custom Build

- Self/Custom Build Dwellings to be provided at 5% of the total number of units.
- All Self/Custom Build Dwellings to be exempt from Affordable Housing provision.
- Detailed Design Code to be submitted and agreed.
- Plot Passports to be submitted and agreed.

Specialist Residential Accommodation

- Specialist Residential Accommodation contribution per dwelling (calculated as per the methodology set out within the Specialist Residential Accommodation Planning Advice Note) (April 2021).

Gypsy & Traveller Site

- Gypsy & Traveller Site with 10 pitches, site office, amenity building, children's play area, parking provision including EV charging points, on-site services and utilities, drainage, highway access, external storage and recycling and waste provisions, landscaping and boundary treatments and on-site energy generation in accordance with the approved Energy and Carbon Strategy – IDP D13

Education

- Financial contributions for Primary Education and Co-Located Early Years, Secondary Education, Sixth Form Education and Special Education Needs – IDP Items A1, A4, A5 & A6.
- Provision of serviced site for the All Through School (Park Farm) – IDP A4.
- Provision of serviced site for primary school (Willow Hill and Hawthorn Primary School) with co-located early years and childcare facility – IDP A3.
- Provision for standalone Early Years, Childcare and Education facility at Park Farm, Hawthorn and Willow Hill Village Centres. Each facility at 56FTE and approximately, but not less than 324 sqm (gross internal area) and 290sqm of outdoor space including play space outdoor space with shared parking facilities – IDP A2b.
- Temporary Education Support Fund – IDP A7.
- Community Use Agreement to secure the use of the four court sports hall, activity studio and changing rooms to be provided at the All Through School for use by the community outside of school hours.
- Community Use Agreement to secure the limited use of the primary school facilities for use by the community outside of school hours.

Healthcare

- Safeguarding of land for provision of health centre (Park Farm Medical Centre) within Great Belsteads Village Centre. Facility to be 1007 sqm (NIA) – IDP B1.
- Direct Delivery and fit out of health centre within Park Farm Village Centre or Financial Contribution for health provision as required by the development to mitigate its impact – IDP B1.
- Financial contribution to address the lag between the opening of the Great Belsteads Health Centre and the opening of the Park Farm Health Centre (Zone 2) – IDP B3.

Social and Community

- Provision of community buildings at all three village centres, as required, with 50 sqm of space to be reserved for library provision at Park Farm and space to be made available for adult social learning at the Park Farm Community Centre.

Employment

- Marketing Plan – Willow Hill Employment Hub.
- Safeguarding of employment land.
- Local Labour & Skills Plan.

Transport/Infrastructure

- Provision of Car Club and Parking Spaces within 800m walk of each residential property in accordance with the IDP specification and the DFD – IDP C7.
- Implementation of Bus Services – Zone 2 in accordance with the Site Wide Bus Strategy and PFA – IDP C1.
- Provision of Primary Mobility Hub in Park Farm Village Centre – IDP C8.
- Provision of Secondary Mobility Hubs – IDP C9.
- Financial contribution of £2,666,667 towards the works to Roundabout 5 of the A131 – IDP C2a.
- Improvements to Roundabout 4 of Beaulieu Parkway (subject to monitoring) – IDP C2a.
- Chelmer Valley Road Corridor Cycle Measures Corridor B1 – IDP C13.
- New Pedestrian / Cycle Bridge Crossing over the CNEB & Commuted Sum Payment – Southern – IDP C23 & CS5.
- New Pedestrian / Cycle Bridge Crossing over the CNEB & Commuted Sum Payment – Northern – IDP C24 & CS6.
- CNEB Multi-Modal Highway Bridge Adoption Upgrade Works – IDP C25 & CS7.
- CNEB Mineral Conveyor Bridge Highway Upgrade Works Costs & Commuted Sum Payment – IDP C26 & CS8.
- Wayfinding Signs within Beaulieu – IDP C41a.
- Active Travel Route Improvements within Beaulieu at junction of Commonwealth Link / Frank Praill Road, Commonwealth Link / Remembrance Avenue and Wilfrid Waterman Drive Junctions (resurfacing and remarking) – IDP C41b.
- Footpath Boreham 16 – Conversion of footpath to a bridleway to connect existing Bridleway 48 Boreham.
- Provision of Residential Travel Information Pack – IDP C5.
- Travel Plan (including the modal share targets) – IDP C5.
- Travel Plan Monitoring Fees – IDP C5.
- Site Wide Traffic Monitoring – IDP C6.
- Car Parking Management Strategy (including enforcement mechanisms and review).
- Monitor and Manage Fund Strategy including any contributions payable to the Monitor and Manage Fund and approach to mode share targets, estimated costs, payment mechanisms and approach to monitoring – IDP C10 & CS1.
- Financial contribution for improvements to Bridleway 18 – if required by the Monitor & Manage Fund IDP CA1.
- Active Travel Link between Zone 2 & Belfry Crescent (Channels Drive Active Travel Link) – if required by the Monitor & Manage Fund IDP CA2.
- Cranham Road Pedestrian Safety Scheme – if required by the Monitor & Manage Fund IDP CA3.

Open Space/Recreation

- Provision of sports pitches at Dukes Wood Sports Hub with pavilion, car parking and associated facilities and commuted maintenance sum – IDP D9.
- Provision of Dukes Wood Nature Park and commuted maintenance sum – IDP F7 & F7a.
- Financial contribution towards the provision of All Through School site sports facilities or payment in lieu for the provision off-site if a Community Use Agreement is not entered into – IDP D12.

- Provision of MUGA at Park Farm Green – IDP D9
- Provision of Park Farm Meadows South – IDP F9a.
- Provision of Park Farm Meadows North – IDP F9b.
- Open Space Delivery – IDP D6b.
- Open Space Phasing and Delivery Plan.
- Productive landscapes including allotments – IDP F6a.
- Landscape and Open Space Management and Maintenance Plan.
- Public Art – IDP D13.

Ecology – BNG/RAMS

- Biodiversity Net Gain: Management and Maintenance – for period of 30 years from implementation of relevant phase including monitoring costs.
- RAMS financial contribution of £169.45 per dwelling – IDP F1.

T2 Hanger & Romney Hut

- Obligations to secure protection of T2 Hanger and Romney Hut to include:

  (i) early condition survey to identify cost and extent of necessary works
  (ii) implementation of required necessary works to minimise further physical deterioration if viable
  (iii) obligations relating to marketing to seek to secure viable re-use to include appropriate consultation with local community groups/organisations and the stewardship body

Waste

- Financial contribution for waste infrastructure facilities and collection (not disposal / Recyclable Centres for Household Waste).

Miscellaneous

- Provision to allow for meanwhile uses at Park Farm, Hawthorn and Willow Hill Village Centres ahead of occupation.

Stewardship

- Set up and implementation of stewardship arrangements.
- Stewardship contribution per dwelling.

Other

- Monitoring fees for numerous schedules.
- Viability Review Mechanism.

Housing Infrastructure Fund Recovery & Recycling Provisions – Position

8.3. Essex County Council in partnership with the City Council secured a £218 million Housing Infrastructure Fund award from Homes England in 2019 to help deliver the Chelmsford North-

East Bypass (CNEB) and Beaulieu Park Railway Station. The HIF Grant Determination Agreement (GDA) includes a Recovery and Recycling Strategy completed in March 2021, and sets out a per dwelling tariff, this is applied to each of the sites (residential element).

8.4. The HIF Recovery and Recycling Strategy shows the potential to recover a total of £95.5 million, across all of the relevant sites, with the Chelmsford Garden Community site contributing £55.5 million of this total. The recovery monies were intended to be recycled into another infrastructure scheme to bring forward additional residential development, with the dualling of the Chelmsford North-East Bypass identified as a potential recipient of that money.

8.5. The IDP assumes a HIF Recycling contribution of £10,004 per dwelling to be paid on an equal basis across the delivery of the Garden Community.

8.6. Since entering into the contract with Homes England, ECC have advised that the cost of delivering the CNEB, in combination with programme delay, has meant that the original funding and timing envelopes can no longer be met. Consequently, ECC are progressing with the construction of the CNEB in a phased approach, beginning with Phase 1a, which is to be funded by the available HIF funding with subsequent stages funded by developer contributions (and potentially other funding sources if available). Beaulieu Park Station opened in October 2025 and the first phase of the CNEB is scheduled to be completed this year.

8.7. ECC is obligated within the Grant Funding Agreement to use its reasonable endeavours to 'maximise' the recovery of HIF funding from the development of the housing sites, which it would unlock. The rationale being that the housing sites, which benefit from the new transport infrastructure should be liable to repay the public investment, which funded it. The approach to the recovery of HIF Funding is set out in detail in a 'Recovery & Recycling Strategy' which forms part of the Grant Funding Agreement.

8.8. The Strategy requires ECC to work with the local planning authorities; Chelmsford City Council and Braintree District Council (as some housing supported by the bypass falls within the neighbouring authority's area) to negotiate s106 Agreements, with the relevant developers to include provisions for contributions towards HIF Recovery in accordance with the pre-determined tariff as a starting point.

8.9. The recovered funds would then be 'recycled' into supporting housing growth within the area; that is growth additional to the homes which would be unlocked by the HIF Funding. Recovered HIF funding would be used to deliver supporting infrastructure, in this respect, future phases of the CNEB have been agreed with Homes England as a suitable potential use of recovered HIF funding in North Chelmsford to support further sustainable growth within the area.

8.10. The primary goal of HIF is to accelerate the delivery of the strategic site allocations including, importantly the provision of affordable housing. Critically however, HIF Recovery is contingent upon ensuring the ongoing viability of the relevant housing sites. Recovery, in this respect is residual in nature, which means it is only required to be paid, where the residential schemes are considered to be generating a surplus beyond what might be considered a reasonable return to the landowner/developer delivering a policy compliant scheme. The payments would need to be set at a level which would not jeopardise the scheme's ability to meet Local Plan policy requirements, which include the delivery of affordable housing, whilst also delivering other required infrastructure provision (physical and financial) to make the development schemes acceptable in planning terms.

8.11. ECC has confirmed that the final level of HIF recovery sought would not be at the expense of a policy compliant development. Consequently, were it independently verified that the development of the Chelmsford Garden Community would be unviable, the level of HIF recovery would be the first element of the planning obligation to consider adjusting, rather than other obligations e.g. affordable housing.

8.12. The Infrastructure Delivery Plan, as outlined above, has been used to inform the costings in the viability assessment prepared for the Chelmsford Garden Community; determining the extent to which contributions towards the HIF could be recycled from the scheme and what level of affordable housing could be provided.

8.13. The viability position is such that there would be no HIF recovery payments from any of the three zones.

8.14. The Planning Framework Agreement contains an obligation in relation to the delivery of the HIF Infrastructure including that ECC and the developer consortium should continue to collaborate through the forum of the Progress Delivery Group to facilitate the delivery of the Northern RDR in accordance with the Northern RDR Programme and planning permission. The County Council for its part, is to use reasonable endeavours to deliver the CNEB Section 1a in accordance with the HIF Infrastructure Timetable and that which requires it to work with Halley to ensure it does not materially and adversely affect its ability to deliver the Northern RDR.

Infrastructure Delivery Plan, Viability Position & CIL Reinvestment

8.15. The Infrastructure Delivery Plan sets out the framework for infrastructure delivery, when it needs to be delivered, by whom and at what cost. The document seeks to ensure co-ordination of key infrastructure between all parties, that all items of infrastructure are accounted for and that all outline planning applications deliver their fair apportioned share.

8.16. The IDP contains a schedule detailing each infrastructure item, its cost and delivery trigger together with assumptions behind cost and delivery.

8.17. Elements of the infrastructure will be delivered by the City Council or Essex County Council (funded by the Consortium), for example the education and skills provision. All land required to be transferred would be secured by an option agreement and fully serviced, with ECC/CCC then assuming responsibility for delivery of this infrastructure using financial contributions paid by the Consortium.

8.18. Land equalisation has been factored into the IDP to ensure a proportional split between the development partners. The secondary school, for example, forms part of the All Through School Campus, which falls exclusively within Zone 2. The developers of Zones 1 and 3 therefore benefit from developable land within their respective parcels, which they would otherwise have had to contribute towards this infrastructure item. Based on this, and in other similar situations e.g. delivery of the Northern RDR, there is a requirement to rebalance the provision, so in the example of the secondary school provision, the Zone 2 developer would receive a credit, and the Zones 1 and 3 developers would make up the difference by paying additional monies.

8.19. Members resolved to approve the Stage 1 Masterplan at Cabinet on 24th January 2023 (Minutes CAB39-40). Agreement of the IDP to a baseline position was delegated to the Director of Sustainable Communities with future monitoring and updating to be undertaken in accordance with the requirements of the PFA.

Viability Assessment & CIL Recycling

8.20. The IDP has been used to inform the costings in the (site wide) viability assessment prepared for the Garden Community, which has enabled an assessment to be made as to what extent contributions towards Homes England's HIF can be recycled from the scheme and what level of affordable housing can be provided.

8.21. The viability assessment has also considered other sensitivity scenarios including the impact on affordable housing by reinvesting CIL to directly fund certain IDP items (this is further explained below).

8.22. The Government withdrew its funding support for the A12 DCO scheme in July 2025.

8.23. A scheme of proportionate mitigation works, as noted in the Movement section of the report, has been developed for the Boreham Interchange (Junction 19) in the absence of the DCO scheme; these works are detailed on the Junction 19 Interim Improvement Works General Arrangement Plan drawing appended to Technical Note 24 – Junction 19 Position Statement. The A12 Junction 19 Mitigation Scheme was costed in the region of £12 million. Significant works are also required to roundabout 5 on Beaulieu Parkway, the station access roundabout to the north of the Boreham Interchange and these have been calculated at £24 million.

8.24. The potential increase in infrastructure costs associated with both schemes directly impact on the ability of the CGC to deliver policy requirements, further no HIF recycling is possible from the CGC development. The Consortium, in this respect undertook two potential funding scenarios, firstly assuming that the A12 Junction 19 Mitigation Scheme and Roundabout 5 would be funded by central government and the second where both sets of works would be funded by the consortium. The consortium in each case tested the direct impact on affordable housing and secondly, the impact on affordable housing, but with the proposed recycling of the CIL payments to fund scheme specific infrastructure, notably education and the Monitor and Manage Strategy related infrastructure.

8.25. Following the production of the note, Homes England and Essex County Council provided letters both dated 4th December 2025; in relation to Homes England this confirmed a commitment to take a recommendation paper to their HIF Delivery Board as soon as possible, but with a target of January 2026, subject to timely receipt of the outstanding information it had requested from Essex County Council; in relation to Essex County Council, the letter confirmed in principal agreement to submit a Material Amendment to the existing HIF Grant Determination Agreement, procure the delivery of both Junction 19 and Station Access Roundabout schemes and contribute up to £8m towards the cost of the Station Access Roundabout. Based on this funding proposal, and subject to DfT agreement, a baseline position was agreed in respect of the total infrastructure scheme cost to the development, as summarised below:

Description	Zone 1	Zone 2	Zone 3	IDP Cost
Health & Wellbeing	£1,922,654	£7,175,526	£279,038	£9,377,218
Movement	£24,303,373	£45,554,465	£24,920,549	£106,778,387
Community & Leisure	£2,759,872	£24,155,626	£11,486,593	£38,402,091
Green & Blue Inf.	£3,482,670	£10,103,169	£211,813	£13,797,652
Education (after equalisation)	£30,907,344	£53,778,003	£16,952,727	£101,638,074
Total	**£63,375,912**	**£140,766,789**	**£57,850,720**	**£269,993,421**

8.26. Assuming a 63% affordable rented / 37% shared ownership split, the baseline viability position, as set out in the consideration of the planning applications for Zones 1 and 3 at the December Planning Committee was as follows:

Baseline Position – 63% affordable rented / 37% shared ownership – No CIL Recycling

Zone	Policy AH%	AH%	Total Market	Total AH	Aff. Rent	S/O	BTR	DMR	HIF Recycling	CIL Receipt
1	35%	29%	1,063	438	275	163	0	0	-£15.0	£19.3
2	35%	6%	3,288	212	133	79	0	0	-£35.0	£63.9
3	29%	19%	591	139	87	52	416	104	-£12.5	£17.6
Totals	33%	14%	4,942	788	495	293	416	104	-£62.5	£101

8.27. The local planning authority has worked with its viability consultants and the viability consultant appointed by the consortium to ascertain the extent to which the CIL receipt might need to be recycled back into the scheme to maximise the affordable housing provision within Zone 2, to 19%, this is to be compared against a scenario where there is no CIL recycling, in which case the affordable housing provision Zone 2 could viably provide would reduce to 6%. The CIL recycling is assumed to be up to a maximum of 85% of the total CIL receipts to be secured across the CGC area, noting that 15% of the total CIL receipt is required to be passed to the Chelmsford Garden Community Council and is ringfenced.

8.28. The viability work had assumed that some of the cost of primary, secondary 6FE, post 16, SEND provision for both primary and secondary education and temporary education infrastructure would be funded by CIL. CIL would also fund the cost of the Monitor and Manage Strategy related infrastructure comprising the additional traffic management measures which may be required within all three zones to achieve the modal share target of 60%, as described in detail within the Movement section of the report.

8.29. The viability position for Zone 2 is such that it has been determined through independent scrutiny by the local planning authority's appointed viability consultant that 80% of the available CIL (85%) would need to be recycled back into the scheme to achieve 19% affordable housing provision based upon a split, as per Zones 1 and 3 of 70% affordable rent and 30% shared ownership units.

8.30. Accordingly, the scope of IDP items to be funded by CIL recycling will need to be widened for Zone 2 and in this respect, it is proposed to fund from CIL receipts some of the cost of the early years and childcare contributions (IDP A1) and the CNEB Mineral Conveyor Bridge Upgrade to a Multi-Modal Highway Bridge cost (IDP C25). Officers will work with the developer to identify any

additional items of infrastructure that can be funded by the CIL recycling fund up to the maximum sum of £45,474,535 (being equivalent to 80% of the overall CIL Recycling Fund across all three zones), does not exceed the total sum of the IDP items identified to be offset by CIL recycling.

Operation of the IDP & Fixing

8.31. The PFA establishes the process by which the IDP items will be secured for each OPA zone and related viability considerations; this section summarises the current approach set out in the draft PFA. The Site Wide Baseline Viability Assessment identifies the most up-to-date viability position from the latest version of the IDP.

8.32. Certain infrastructure items related to site wide matters and the cost of these items is apportioned between the OPA zones; in order to provide cost certainty, these items become 'fixed' at certain stages of the determination process. The site wide fix items are defined in the PFA as:

a) financial contributions in relation to primary, secondary and sixth form education (IDP A3, A4 and A5);
b) Northern RDR (IDP C22);
c) bus strategy (IDP C1);
d) elements of the Monitor & Manage Fund identified as penalty payments (IDP C10), additional traffic management within Zones 1, 2 and 3 (IDP C48) and (IDP C51);
e) the Roundabout 5 scheme (being a Developer Financial item); and
f) the terms of delivery of the A12 Junction 19 Mitigation Scheme being as set out in the IDP.

8.33. The developers are permitted to submit an OPA Specific Viability Assessment to assess the overall viability of that zone. The local planning authority is then required to review the assessment and to seek amendments as agreed between the parties.

8.34. Following a resolution to grant of planning permission for each zone, then the following would occur:

a) the site wide fix items become fixed and incapable of being amended in respect of each zone;
b) the site specific fix items are fixed in so far as they establish the overall cost envelope in respect of an individual zone which has the benefit of the resolution, it would remain permissible for those zone(s) without a resolution to grant planning permission to continue to discuss the site specific fix items in relation to their outline planning application, including the costs associated with the items of infrastructure which the developer(s) are physically responsible for providing;
c) any rebalancing of IDP costs between the outline planning applications shall permanently cease.

8.35. Amendments to the site specific fix items (b) will however be possible in order to agree the site specific s106 Agreement but only to the extent that they would not materially increase the overall cost to that particular zone nor the zone responsible for delivering that item of infrastructure.

8.36. Triggers for the delivery of the site specific fix items can be negotiated between a developer and the local planning authority and/or the County Council between the resolution to grant planning permission for that zone and the actual grant of planning permission although any substantive

changes would need to be referred back to Planning Committee for approval. The IDP would then need to be updated to reflect the agreement reached.

8.37. Following the grant of outline planning permission:

a) the IDP commitments for that zone would be fixed;
b) the developer would be responsible for any costs relating to the items they are responsible for physically delivering within the relevant zone, and
c) all future viability assessments would be zone specific viability assessments.

8.38. The IDP would then need to be updated to reflect the agreement reached.

8.39. The details of any specific viability review mechanisms would be specified in the site specific s106 Agreements. The PFA requires zone specific viability reviews to be conducted where a zone specific viability assessment results in any of the 'Deferred Planning Benefits', as referred to above, being implemented, which in this instance would be the repayment of any CIL reinvestment.

Community Infrastructure Levy (CIL) – Reinvestment Proposal

8.40. The Community Infrastructure Levy (CIL) is a charge, which local authorities can place on developers to help fund infrastructure needed to support new development in their areas. CIL is governed by the CIL Regulations 2010 (as amended). The City Council approved the introduction of its CIL on 26th February 2014 and started charging on 1st June 2014.

8.41. CIL is a mandatory charge, payable to the City Council by developers upon commencement of their planning permissions, in instalments based upon the Council's adopted instalments policy. Since the implementation of CIL, it has become the only significant means by which the City Council is able to collect and pool developer contributions to deliver infrastructure improvements across the Council's administrative area. A neighbourhood proportion of 15% of the CIL is passed to the relevant Parish Council; in this case the Chelmsford Garden Community Council and this is ringfenced.

8.42. Members resolved at the Cabinet meeting on 8th July 2025 to agree the ringfencing of CIL to fund infrastructure within the Infrastructure Delivery Plan to seek a policy compliant provision of 33% affordable housing overall (providing a total of 2,110 affordable housing units comprising 1,261 units of affordable rent) or the largest amount of affordable housing possible, if the financial viability gap is larger than £66.3 million, as noted above. The proposed use of CIL to fund infrastructure within the IDP, thereby enabling the greater provision of affordable housing was considered consistent with the Subsidy Control Principles in the Subsidy Control Act 2022. Delegated authority was given to the Director of Sustainable Communities, in consultation with the Cabinet Member for a Greener Chelmsford to prepare a CIL Funding Agreement between the City Council and the relevant provider of the infrastructure being delivered using the CIL funding (CAB9-10).

8.43. The consortium would be required to pay the full CIL liability to the City Council in phases with payments aligned to the Council's adopted CIL Instalments Policy; given the duration of the development, these payments are likely to be made over 20+ years.

8.44. The Chelmsford Garden Community is expected to generate a total of CIL receipts just under £88 million, with circa £13.2 million to be allocated to the Chelmsford Garden Community Council as a 15% Parish Council neighbourhood allocation.

8.45. Strategic Growth Site 6 was identified as being 'marginal' in viability terms when the site was allocated in the Chelmsford Local Plan. Work undertaken in 2018, by the Council's consultants indicated that the use of CIL for infrastructure would likely be needed to ensure a planning policy compliant scheme.

8.46. The local planning authority has engaged specialist viability consultants Newmark, as outlined above to assess the financial viability with cost consultants Aecom verifying the cost of infrastructure to be provided within the individual zones. Land costs have remained consistent with the original benchmark land value assumed within the viability assessment produced in support of the Chelmsford Local Plan. The viability issue has arisen due to the rising cost of the infrastructure identified within the IDP.

8.47. Newmark determined that without the use of CIL the development would generate 6% affordable housing provision. Ordinarily the approach to bring a development site forward, a lower provision of affordable housing is the only element, which can be reduced as other items are required to make the development acceptable in planning terms.

8.48. The consortium has agreed to deliver a policy compliant development. The City Council has agreed to the use of CIL receipts to bridge the funding gap subject to obtaining all necessary consents to do so; this approach has been authorised by the Council's Cabinet on 8th July 2025. The Cabinet decision authorised the ringfencing of up to £66,300,000 of CIL to fund infrastructure within the IDP to seek a policy compliant provision of 33% affordable housing overall or the largest amount of affordable housing possible if the financial viability gap is larger than £66.3 million.

8.49. The agreed committed CIL reinvestment for Zones 1 and 3 equates to £10,336,115 for Zone 1 and £10,489,350 for Zone 3. Consequently, having regard to the Cabinet decision, the CIL reinvestment for Zone 2 cannot exceed £45,474,535. Newmark have undertaken the required testing using the financial model submitted with the Zone 2 viability submission and this concludes that the maximum level of affordable housing provision deliverable for Zone 2 if the level of CIL reinvestment is fixed at £45,474,535 is 18.9% which would be rounded to an affordable housing provision of 19%.

8.50. By funding IDP related infrastructure using CIL receipts generated by CGC enables the amount of affordable housing the development can deliver to increase, whilst maintaining the developers profit margin. The National Planning Practice Guide assumes a profit of 15-20% of gross development value would be considered a suitable return for developers in order to establish the viability of policies within the development plan. The consortium's developer profit for each OPA zone is accepted at 20% GDV.

8.51. The developer's profit is consistent with the position set out in the practice note. Financial viability is therefore to be resolved by either reducing the amount of affordable housing, which neither the consortium nor the local planning authority wish to do given the urgent need to provide affordable rented units, or to reduce other infrastructure secured within the IDP.

8.52. The baseline position that there would be no HIF recycling contribution has already been accepted, however, to achieve policy compliant affordable housing, it is anticipated that £70.8 million would be required to fund some of the education financial contributions and the Monitor & Manage Strategy related infrastructure.

8.53. The agreed committed CIL reinvestment for Zones 1 and 3 is as follows:

- Zone 1 - £10,336,115 (57% of the total contribution)
- Zone 2 - £45,474,535 (80% of the total contribution)
- Zone 3 - £10,489,350 (66% of the total contribution)

8.54. The information has been entered on the National CIL Subsidy Database.

8.55. The requirement for Zone 2 equates to £45,474,535 (80% of the total CIL receipts approved to be recycled across the CGC area). Collectively with the committed reinvestment for Zones 1 and 3, this equates to £66,300,000.

8.56. A CIL Funding Agreement will be required to authorise CIL reinvestment and the City Council would need to secure all necessary consents and approvals pursuant to the Subsidy Control Act 2022. Furthermore, and due to the extended timescale for development, the s106 Agreement will secure a review mechanism to allow for the provisions of additional affordable housing and the recovery of any CIL utilised towards IDP costs, should the financial viability position improve throughout the duration of the development; the site specific agreements will identify appropriate periods throughout the development for those reviews to be undertaken.

8.57. The use of CIL to provide a policy compliant scheme in respect of affordable housing is supported. The impact of providing a lesser amount of affordable rented housing has an additional cost to the Council in terms of exposure to temporary accommodation costs.

8.58. The allocation of circa £13.2 million to Chelmsford Garden Community Council would be unaffected by the proposal.

9. Conclusion

9.1 The purpose of the planning system, as set out in paragraph 7 of the NPPF is *'to contribute to the achievement of sustainable development, including the provision of homes, commercial development and supporting infrastructure in a sustainable manner'.* Paragraph 8 advises that *'achieving sustainable development means that the planning system has three overarching objectives, which are interdependent and need to be pursued in mutually supportive ways'* these are economic, social and environmental. Sustainable development is to be pursued in a positive way *'at the heart of the Framework is a presumption in favour of sustainable development'* (paragraph 10).

9.2 The Chelmsford Garden Community is intended to deliver an exemplar; high-quality and comprehensively planned development delivered over a period of approximately 20 years. The Zone 2 development would deliver a residential-led mixed use scheme, which achieves the Council's aspiration for a new Garden Community, underpinned by the TCPA Garden City Principles and the shared vision set out in the DFD. The scheme delivers several key elements of the Garden Community, most notably the Dukes Wood Sports Hub and Dukes Wood Nature Park; one of two destination parks provided within the wider development, the All Through School including sports provision for use by the community, three of four village centres including primary schools with co-located early years nursery provision together with separate standalone day nurseries, a local community hub, a significant employment hub, one of two healthcare facilities, and a Gypsy and Traveller site.

9.3 Zone 2 proposes to deliver one of the three strategic employment sites. The Willow Hill Employment Hub, which would form the second largest of the two employment hubs would deliver up to 16,000sqm of employment floorspace alongside a future key strategic road corridor (the NRDR). The location of the hub at a key gateway into the Garden Community and providing ease of access to the strategic highway network including the A12 enables the hub to integrate with the wider regional economy and is well placed to accommodate logistics businesses. Additional employment floorspace and opportunities would also be created within the new village centres, three of four centres spread across the Garden Community, each co-located with school sites, collectively providing up to 665 jobs within the centres themselves and a further 245 jobs within the school sites.

9.4 Employment opportunities would also result from the construction of the development including those relating to the supply chain, which would support the development. Long term local economic benefits would result from additional local expenditure, with additional spending on goods and services by future residents of the proposed 3,500 dwellings. The development seeks to secure one job per dwelling across the wider Garden Community.

9.5 The local economy would also benefit from Council tax receipts and the Community Infrastructure Levy, which would be reinvested into the development as a consequence of the viability position, together with the ringfencing of 15% (£15.11 million) for the Chelmsford Garden Community Council.

9.6 The TCPA Garden City Principles have informed the ethos of the Garden Community; in respect of stewardship, these seek the delivery of land value capture for the benefit of the community, development of a strong vision, leadership, and community engagement and securing community ownership of land and long-term stewardship of assets. The scheme has been designed to incorporate community space at the village centres with provision for the stewardship office to be accommodated at Park Farm. A primary mobility hub and three secondary mobility hubs are proposed to be included within the Zone 2 parcel at the village centres, which have the potential to become an income generating asset for the future community stewardship body (this is subject to ongoing discussions).

9.7 The Zone 2 development, as noted above, secures provision of three of the four village centres across the Garden Community at Park Farm, Hawthorn Village and Willow Hill. The centres are intended to be a key focal point within the wider development providing a rich mix of community and commercial uses clustered around a village square and new primary school. The second and largest healthcare centre would be accommodated at Park Farm Village Centre. Healthy placemaking has influenced the layout of the Zone 2 development. Land uses have been arranged in conformity with the DFD, with the urban environment arranged to maximise convenience, prioritising the needs of pedestrians and cyclists and focusing on the creation of shared spaces.

9.8 Following amendments to the Parameter Plans, the scheme now proposes inclusion of a 10 pitch Gypsy and Traveller site in line with the emerging Review of the Local Plan, which has identified a pressing need for further plots as detailed within the Gypsy and Traveller Accommodation Assessment 2024. The change is positively welcomed and will greatly assist the local planning authority in meeting the need for this type of accommodation.

9.9 The scheme is underpinned by a network of sustainable travel routes, these allow safe connections to be made to facilities which meet daily needs, whilst also enabling opportunities for increased physical activity. The routes facilitate access to, and encourage the community to make good use of, significant areas of green space, which themselves are multi-functional,

incorporating versatile elements supporting play, relaxation, active travel and learning. An orbital multiuser active travel route, for use by pedestrians, cyclists and horses, would circle the large central lake within the Dukes Wood Nature Park. The route would allow for opportunities for informal sport as well as leisure.

9.10 Collectively, the Sustainability, Energy and Waste Statements submitted with the application detail a commitment to delivering a sustainable community and ensuring a clear pathway to achieving a net zero carbon development.

9.11 The proposed development is expected to deliver approximately 70% green infrastructure with over 135 hectares of public open space. The primary area, the Dukes Wood Nature Park, forms one of two new large destination parks within the Garden Community including areas of formal and informal sports provision, equipped play space and woodland together with a large area of wetland and open water habitat. A second sports area would be provided at the All Through School to be secured for use by the community through an obligation within the legal agreement. The level of green infrastructure provision ensures that the development can readily attain far in excess of 20% biodiversity net gain.

9.12 Having regard to the viability position, as set out above, it is anticipated that it would be necessary for the maximum available CIL receipt in accordance with the Cabinet decision to be reinvested back into the development to maximise affordable housing provision (19%) based on a 70:30 affordable rented / shared ownership split for the applicable element.

9.13 The scheme is well considered, has been the subject of extensive and detailed negotiation, would deliver significant infrastructure and public benefit including notable economic, social and environmental benefits also; it is consistent with the DFD, the adopted Local Plan Policies and the NPPF and benefits from the statutory presumption in favour of development set out in s38 (6) of the Planning & Compulsory Purchase Act 2004 (as amended). The scheme constitutes sustainable development within the meaning of the NPPF.

9.14 The EIA process has been undertaken in a rigorous manner and mitigation to remove, or reduce environmental impacts is proposed, and will be secured through the s106 Agreement and/or through the planning conditions.

9.15 Approval is recommended in accordance with the terms set out in the recommendation below.

RECOMMENDATION

The application be approved subject to the following:

(i) the completion of the Planning Framework Agreement to be made under s106 of the Town and Country Planning Act 1990 and s111 of the Local Government Act 1972, and that the Director of Sustainable Communities use their existing delegated powers to settle the final form and complete the Planning Framework Agreement, set out in its current draft form at Appendix 5.

(ii) approval of the Stage 1 Masterplan which comprises the Development Framework Document, as agreed by Cabinet at its meeting on the 24th January 2023 (minute CAB39-40), the Infrastructure Delivery Plan in its agreed form as contained within Appendix 6 and the completion of the PFA as set out in (i) above within six months from the date of resolution

(iii) completion of the required CIL Reinvestment Funding Agreement with the relevant parties, and that the Director of Sustainable Communities use their existing delegated powers to negotiate and settle the final form of the CIL Reinvestment Funding Agreement

(iv) completion of the s106 Agreement in accordance with the heads of terms set out within the report under s106 of the Town and Country Planning Act 1990 and s111 of the Local Government Act 1972, and that the Director of Sustainable Communities use their existing delegated powers to negotiate, settle and complete the s106 Agreement and to agree any details/minor variations in liaison with the Chair and Vice Chair of Planning Committee.

(v) the planning conditions as listed in the report, the details/minor variations of which are to be delegated to the Director of Sustainable Communities in liaison with the Chair and Vice Chair of the Planning Committee.

Time Limits and Compliance

Condition 1 Reserved Matters

No development shall commence within any phase until plans and particulars showing precise details of the layout, access, scale, appearance and landscaping (hereinafter called the "Reserved Matters") within the phase have been submitted to and approved in writing by the Local Planning Authority. All development shall be carried out in accordance with the Reserved Matters details approved.

Reason:
The particulars submitted are insufficient for consideration of the details mentioned.

Condition 2 Time Limits

(i) Application for the first Reserved Matters application shall be made no later than the expiration of 3 years beginning with the date of this planning permission.

(ii) Application for the approval of the remainder of the Reserved Matters shall be made to the Local Planning Authority before the expiration of 28 years from the date of this planning permission.

(iii) Implementation of a Reserved Matters Approval shall commence no later than 2 years from the date of the approval of last Reserved Matters for the relevant phase.

Reason:
In order to comply with Section 92(2) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

Condition 3 Parameter Plans

Plans and particulars of the Reserved Matters referred to in Condition 1 for each phase of the development shall be submitted to and approved in writing by the Local Planning Authority, and shall accord with the following Parameter Plans (subject to such minor variation that may be subsequently agreed in writing by the local planning authority):

- Land Use Parameter Plan - 01660B_PP_05 Rev P03
- Land Use Parameter Plan Alternative - 01660B_PP_01 Rev P05
- Green Infrastructure Parameter Plan - 01660B_PP_07 Rev P03
- Green Infrastructure Parameter Plan Alternative - 01660B_PP_03 Rev P06
- Access and Movement Parameter Plan - 01660B_PP_06 Rev P03
- Access and Movement Parameter Plan Alternative - 01660B_PP_02 Rev P08
- Building Heights Parameter Plan - 01660B_PP_08 Rev P02
- Building Heights Parameter Plan Alternative - 01660B_PP_04 Rev P04

Reason:
In order to achieve satisfactory development of the site.

Condition 4 Compliance with Approved Documents
The development hereby permitted shall be carried out in accordance with the approved plans and documents listed on this decision notice, and the site wide documents listed below, except to the extent that those details are expanded by an approved Design Code or by any Reserved Matters approval or other approval pursuant to any condition of this planning permission:

- Chelmsford Garden Community Development Framework Document - 13th January 2023 Rev B
- Chelmsford Garden Community - Site Wide Employment Statement prepared by Quod dated July 2023
- Chelmsford Garden Community Biodiversity Net Gain Site Wide Strategy prepared by Logika Group dated 30th August 2023
- Chelmsford Garden Community Site Wide Principles Document prepared by JTP dated June 2024
- Chelmsford Garden Community Site Wide Stewardship Statement: Final prepared by DWD dated 2nd July 2025.

Reason:
In order to achieve satisfactory development of the site.

Condition 5 Compliance with Approved Details
With respect to any condition that requires the prior written approval of the local planning authority, the works thereby approved shall be carried out in accordance with that approval unless a further submission is subsequently made in writing to the local planning authority, in which case the works shall be carried out in accordance with that subsequent approval.

Reason:
To ensure that the proposed development is functionally and visually satisfactory and does not prejudice the appearance of the locality in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Reserved Matters

Condition 6 Reserved Matters Content
The reserved matters submitted in accordance with Condition 1 shall include the following details to the extent that they are relevant to the reserved matters in question:

A. Layout - meaning the layout of routes, buildings and spaces, the block form and organisation of all buildings, the locations and plan form of non-residential buildings, the distribution of market and affordable dwellings within that phase including a schedule of dwellings size (by numbers of bedrooms) and including the number of accessible and adaptable dwellings, which shall accord with the relevant policy of the Chelmsford Local Plan or government standard applicable at the point of submission of the

reserved matters, full details of the approach to vehicle parking including the location and layout of any car club spaces, visitor parking and parking for people with disabilities for each building type, together with details of the design approach for access points into, and the ventilation of, any undercroft/underground parking, full details of the approach to cycle parking including the location, distribution, types of rack, spacing and any secure or non-secure structures associated with the storage of cycles, full details of the arrangements for recycling and waste storage and collection and the location and form of open areas and any relevant servicing / delivery arrangements.

B. Access - meaning the access and circulation of modes of travel within the relevant phase or sub-phase of the development, the design of roads and paths and junction layout including visibility areas, cycle routes and other non-car routes including any supporting structures.
C. Scale and Appearance - meaning the form and appearance of the architecture within each relevant phase including frontage design, details of finished ground levels or finished road levels, road spot levels, public / private realm definition and custom designed buildings for corners and focal points; this shall include (where relevant to that phase), details related to mobility hubs, bus infrastructure, play equipment, cycle infrastructure, public art and signage.
D. Landscaping - meaning the delineation of open spaces, green infrastructure, play space, soft and hard landscaping having regard to the approved Green Infrastructure Strategy - BMD. 22.0017.RP.001- June 2024 and Sports Strategy and GI Strategy Consultant Response - Technical Note - BMD.22.0017.TN.001 - March 2026; this shall include details, where relevant to that phase, related to greenways, productive landscapes, heritage trails, destination parks, tree, and woodland planting, play space, SuDS and Active Design creating streets and buildings that support and promote the physical health and well-being of residents.

The reserved matters in relation to landscaping shall include:

(i) A soft landscaping strategy setting out the proposed approach to the design and layout of the soft landscaped areas, including the proposed planting strategy,
(ii) Plans, drawings, sections, and specifications to explain fully the details of the hard and soft landscaping treatment and works, including materials (size, type, and colour), proposed drainage arrangements, children's play equipment, street furniture, litter bins, dog waste bins, lighting columns/bollards/units and brackets, private and communal areas, open spaces, edges, boundary treatments, public rights of way and roads.
(iii) Tree planting details and specification of all planting in hard and soft landscaped areas.
(iv) Details of the programme for implementation of planting.
(v) Details of earthworks in connection with the formation of all landscaped areas, including the levels and contours to be formed and the relationship of the proposed earthworks to the surrounding landform.

Each reserved matters shall be prepared in accordance with the Detailed Design Code submitted under Condition 20.

The development of that phase shall be implemented in accordance with the details approved in writing by the local planning authority.

Reason:
To ensure the delivery of a high quality sustainable Garden Community, which accords with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document and which integrates means of access, public open space, historic features, landscape and habitat creation, recreational facilities and education provision, employment provision, community facilities including the provision of primary health care and housing of mixed size and tenure including dwellings designed from the outset to promote inclusive design, maximise the independence and quality of life of future residents and to allow flexibility for future alterations and extensions to meet the potential needs of occupiers including the

possibility of impaired mobility and to promote healthy lifestyles through physical activity in accordance with Policies SGS6, S2, S3, S4, DM1, DM2, DM16, DM17, DM23, DM24 and DM26 of the Chelmsford Local Plan.

Condition 7 Distribution and Size of Mixed Use Areas

The reserved matters submitted in accordance with Condition 6, and which relate to Park Farm, Park Farm Community Hub, Hawthorn and Willow Hill Mixed Use Areas as defined on the approved Land Use Parameter Plan 01660B_PP_05 Rev P03 or Land Use Parameter Plan Alternative 01660_PP_01 Rev P05, shall include full details of the size, location, type and design specification of all non-residential and residential units proposed within the Mixed Use Areas together with details of the arrangements for their on site management and maintenance. The Mixed Use Areas shall be completed in accordance with the approved size, location, type and design specification of units, the Phasing Strategy approved pursuant to Condition 22 and the approved maintenance and management arrangements, shall be in place for the lifetime of the development.

Reason:

To ensure the delivery of strong Mixed Use Areas across the Garden Community, which are intended to become the community anchor for the development, offering a rich range of facilities and services to meet day to day needs set in vibrant, sociable neighbourhoods, connected by a strong network of footpath and cyclepath routes and which help foster the creation of a healthy community and to realise the objective of delivering a 15 minute neighbourhood in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 8 Custom / Self-Build – Reserved Matters

The reserved matters submitted in accordance with Condition 1 for each custom / self-build home shall accord with the masterplan and Plot Passports approved under Condition 22 and shall not be submitted prior to the reserved matters for any relevant access or services required by the plot has been submitted for approval by the local planning authority.

Reason:

To ensure that the self-build / custom home to be built on site accord with the aims of the masterplan and Plot Passports and in the interests of delivering consistent design quality across phases of the development in accordance with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 9 Sports Pitches & Pavilion Layout for Dukes Wood Sports Hub

The reserved matters submitted in accordance with Condition 1, and which relates to the Dukes Wood Sports Hub as defined on the approved Green Infrastructure Parameter Plan 01660B_PP_07 Rev P03 and the Green Infrastructure Parameter Plan Alternative 01660B_PP_03 Rev P06 and as detailed in the approved Green Infrastructure Strategy - BMD. 22.0017.RP.001- November 2024, Sports Strategy - BMD.22.0017.RP.002 - November 2024 and GI Strategy Consultant Response - Technical Note - BMD.22.0017.TN.001 - March 2026, and the IDP Item D9 (OPA2 Sports Provision), shall include:

(i) Full details of the proposed design and layout of the sports pitches and cricket square,
(ii) A detailed assessment of the ground conditions (including drainage and topography) of the land proposed for the playing field, which identifies constraints which could adversely affect playing field quality; and
(iii) Where the results of the assessment to be carried out pursuant to (ii) above identify constraints, which could adversely affect playing field quality, a detailed scheme to address any such constraints. The scheme shall include a written specification of the proposed soils structure, proposed drainage, cultivation and other operations associated with grass and sports turf establishment and a programme of implementation,
(iv) A cricket ball strike risk assessment together with the full details of the design and specification of the required ball stop mitigation, including details of management and maintenance responsibilities,

(v) The pitch drainage system,
(vi) Ground levelling works and surface preparation,
(vii) Parking spaces for visitors prioritising high occupation vehicles, mini-buses, motorcycles, cycles and other micro-mobility devices including an area to accommodate the drop off and pick up of e-scooters for hire, and
(viii) The design and specification for the pavilion building and the associated play area shall be in accordance with IDP Item D9 (OPA2 Sports Provision).

The pitches and pavilion building shall be provided in accordance with the approved details and the Phasing Strategy approved pursuant to Condition 22 and shall thereafter be maintained and made available for playing field use in accordance with the approved scheme.

Reason:
To ensure that useable playing pitches and pavilion facilities are provided and accessible within an appropriate timescale to serve the Chelmsford Garden Community and wider locality and to provide protection from potential ball strike from the adjacent playing field or sports facility to reduce conflict between neighbours and therefore safeguard sporting use of the adjacent sports facilities in accordance with Policies SGS6, S5, S9, DM24 of the Chelmsford Local Plan.

Condition 10 Productive Landscapes Proposal
Prior to, or concurrently with the submission of reserved matters for open space adjoining the areas of productive landscapes, as defined on the approved Green Infrastructure Parameter Plan 01660B_PP_07 Rev P03 and the Green Infrastructure Parameter Plan Alternative 01660B_PP_03 Rev P06 and as detailed in the approved Green Infrastructure Strategy - BMD. 22.0017.RP.001- November 2024 and Sports Strategy and GI Strategy Consultant Response - Technical Note - BMD.22.0017.TN.001 - March 2026 and the IDP Item F6a (OPA2 Productive Landscapes); a Productive Landscape Strategy for the relevant phase or sub-phase shall be submitted to and approved in writing by the local planning authority. The strategy shall include the following details:

(i) Guidelines to set out management principles for the productive landscape areas including allotments, community gardens, community orchards and foraging trails,
(ii) An indicative plan of the productive landscape area, principles of plot layout and design providing for a range of plot sizes, raised beds, variable height planters and plots designed to allow flexibility to meet the needs of future plot holders and access to areas for communal composting, chipping pile and communal supplies of, for example, manure and compost,
(iii) Access and parking arrangements to allow easy and safe access for the productive landscape area, including provision for a turning area, space to facilitate the occasional delivery of bulk goods, access for those with disabilities and associated parking and cycle parking areas,
(iv) Location and form of the communal buildings to include secure storage for tools, seeds and crops and toilet provision for productive landscape area,
(v) Options for boundary treatments, and
(vi) Water supply including use of stored rainwater and Sustainable Urban Drainage Systems for watering crops.
(vii) The design and specification for the productive landscape areas shall be in accordance with IDP Item F6a (OPA2 Productive Landscapes).

The productive landscape areas shall be provided and laid out in accordance with the approval of reserved matters and managed in accordance with the approved Productive Landscape Strategy and delivered in accordance with the Phasing Strategy approved pursuant to Condition 21.

Reason:

To ensure that satisfactory provision is made for the inclusion of productive landscape areas as an integral part of the Chelmsford Garden Community in accordance with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document and in accordance with Policies SGS6, S5, S9, DM24 of the Chelmsford Local Plan.

Condition 11 Tree Report
All reserved matters for development, which include or adjoin existing trees and hedges shall be accompanied by an Arboricultural Impact Assessment and Method Statement to include the following:

(i) Details of trees and hedges to be retained and removed,
(ii) Details of tree surgery work to retained trees,
(iii) Specification for tree protection including layout and type of tree protection for construction including change that may occur during development,
(iv) Location and installation of services, utilities, and drainage in relation to retained and proposed trees and hedges,
(v) Details of construction within the root protection area of retained trees,
(vi) Where relevant to the assessment, a full specification for the construction of any new access and parking areas, including details of any bespoke crossover and cellular confinement specification, and the extent of the areas. Details must include the relevant sections through them,
(vii) Details of site access, temporary parking, welfare facilities, loading and unloading, storage of equipment, materials, fuel, and waste,
(viii) Tree protection plan,
(ix) Boundary treatments within the root protection areas,
(x) Arboricultural supervision and inspection, including timings, reporting of inspections and supervision.

The development shall then be carried out in accordance with the approved Arboricultural Impact Assessment and Method Statement.

Reason:
In the interests of creating a landscape led development and safeguarding landscape features which are of local importance in accordance with Policy DM14 of the Chelmsford Local Plan.

Condition 12 Ecological Supporting Information
All relevant reserved matters applications as agreed with the local planning authority shall be accompanied by further supporting ecological information containing the following information:

(i) Details of any required pre-construction protected species surveys,
(ii) Proposed mitigation and enhancement measures for protected species, and
(iii) Detailed design plans showing the layout of any new habitats and planting specifications.

The development shall be implemented in accordance with the details approved in writing by the local planning authority.

Reason:
In the interest of wildlife habitat protection and achieving enhanced biodiversity through a range of measures in accordance with Policies S4 and DM16 of the Chelmsford Local Plan.

Condition 13 Zone Wide Biodiversity Net Gain Plan

Before or concurrently with the first application for the approval of each relevant reserved matters, a Zone Wide Biodiversity Gain Plan (ZWBGP) that accords with the principles set out in the Chelmsford Garden Community Biodiversity Net Gain Site Wide Strategy (SWS) shall be submitted to and approved in writing by the Local Planning Authority. The ZWBGP shall include the following:

(i) Strategic aims and objectives of management, including securing biodiversity net gain using the most up to date DEFRA metric as at the date of the planning application submission;
(ii) Description and evaluation of the features to be managed;
(iii) Framework of management options to achieve aims and objectives as set out in the SWS;
(iv) Detail of the roles and responsibilities of personnel involved in delivery of the ZWBGP;
(v) Framework for the monitoring of ecological features, target condition and remedial measures;
(vi) Framework for long term monitoring and management including funding.

The approved ZWBGP shall be implemented in accordance with the details approved in writing by the local planning authority.

For the avoidance of doubt this condition does not apply to the approved Highways Works.

Reason:
In order to demonstrate measurable biodiversity net gains and allow the local planning authority to discharge its duties under the National Planning Policy Framework and in the interest of wildlife habitat protection and achieving enhanced biodiversity through a range of measures in accordance with Policies S4 and DM16 of the Chelmsford Local Plan.

Condition 14 Phase Specific Biodiversity Management Plan

Before or concurrently with the first application for the approval of reserved matters within each relevant phase of the development, as defined in the Phasing Strategy approved pursuant to Condition 22 a detailed Biodiversity Management Plan (BMP) for all relevant elements of that phase shall be submitted to and approved in writing by the local planning authority.

Each BMP shall demonstrate how it accords with the principles in the Zone Wide Biodiversity Net Gain Plan approved under Condition 13 including its contribution to biodiversity net gain as calculated in accordance with the approved Biodiversity Net Gain strategy.

The Biodiversity Management Plan shall include the following:

(i) Ecological features to be monitored and managed;
(ii) Management and monitoring prescriptions, which demonstrate how aims and objectives as set out in the Site Wide Strategy and Zone Wide Biodiversity Net Gain Plan can be achieved;
(iii) Preparation of a work schedule relevant to delivering the measures required to achieve Biodiversity Net Gain;
(iv) Details of the body or organisation responsible for implementation of the plan;
(v) Details of ongoing monitoring, reporting and remedial measures over a 30 year period.

The development shall be implemented in accordance with the details approved in writing by the local planning authority.

Reason:
In order to demonstrate measurable biodiversity net gains and allow the local planning authority to discharge its duties under the National Planning Policy Framework and in the interest of wildlife habitat

protection and achieving enhanced biodiversity through a range of measures in accordance with Policies S4 and DM16 of the Chelmsford Local Plan.

Condition 15 Discovery Trails
Before or concurrently with the submission of the first application for reserved matters which includes, or is located immediately adjacent a discovery trail, as defined in the Phasing Strategy approved pursuant to Condition 22, a detailed scheme for the provision of the discovery trails extending through the relevant parcel, as shown on the approved Green Infrastructure Parameter Plan Alternative 01660B_PP_03 Rev P06 and as detailed in the approved Green Infrastructure Strategy - BMD. 22.0017.RP.001- November 2024, and GI Strategy Consultant Response - Technical Note - BMD.22.0017.TN.001 - March 2026, the route of which incorporates Dukes Wood Destination Park, natural green and amenity space, play spaces, education and productive landscapes and which seeks to celebrate local character and history, shall be submitted to and approved in writing by the local planning authority. The scheme shall include a pedestrian safety assessment for any sections of the trail shared with motor-vehicles and highway improvements as necessary to make the scheme safe.

The development shall be implemented in accordance with the detailed scheme approved in writing by the local planning authority.

Reason:
To ensure the delivery of a heritage trail which safely integrates historic features and landscape with areas of public open space and celebrates the local character and history of the site to the benefit of new residents of the Chelmsford Garden Community and the wider locality in accordance with Policies SGS6, S3, S4, DM13, DM14 and DM17 of the Chelmsford Local Plan.

Condition 16 Energy & Sustainability
All reserved matters applications for built development, shall include an Energy Strategy, which shall have been prepared in accordance with the principles and requirements contained within the approved Energy and Carbon Strategy - Turley - dated November 2024.

The development shall be implemented in accordance with the recommendations contained with the energy strategy approved in writing by the local planning authority.

Reason:
To ensure the delivery of a development, which aligns with the energy targets set out in the approved Development Framework Document and which ensure a clear pathway to achieving a net zero carbon development, one where low carbon energy production and minimised consumption are placed at the heart of sustainable development and which sets high standards, that embrace innovation and demonstrate the flexibility to respond to emerging technological standards in accordance with Policy DM25 of the Chelmsford Local Plan. The resultant development would thereby reduce its impact on global warming by reducing its operational and embodied carbon emissions, contributing to climate mitigation, bringing resilience to the local climate.

Condition 17 Parking & Cycle Parking
All reserved matters applications for built development, sports provision and productive landscape areas, shall include a Parking Strategy which accords with the approach set out in the approved DFD; including the application of restraint-based parking standards and their progressive adjustment over time in response to the delivery of sustainable transport infrastructure. Where a variation to the approved Baseline Parking Standards is proposed, this shall be supported by robust evidence, including consideration of accessibility, sustainable transport provision, and monitoring outcomes where available justify the change and/or sound urban design reasons demonstrated.

The Baseline Parking Standards time periods 0-5 years, 6-10 years and over 10 years shall commence from the approval of the first reserved matters for residential-development for the Chelmsford Garden Community (Incorporating Zone 1 Ref: 22/01950/OUT and Zone 3 Ref: 23/00124/OUT) , and shall be incorporated into the Parking Strategy for each reserved matters applications for built development, sports provision and productive landscape areas.

The Parking Strategy shall include scaled drawings showing the layout of the secure cycle and vehicle parking spaces to be approved, including provision for EV charging.

The reserved matters applications for the Mixed Use Areas shall include details as to how parking will be managed within those areas, including hours of use for parking and the approach to visitor parking, including trips anticipated by coach and mini-bus.

The development shall be implemented and thereafter maintained in accordance with the details approved in writing by the local planning authority.

Reason:
To ensure the delivery of a high quality sustainable Garden Community, which accords with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document, integrates parking provision in a visually acceptable manner and one which is appropriate to the proposed users including those with impaired mobility, avoids inefficient use of land in accordance with paragraph 129 of the NPPF and ensures that the level of parking provision provided does not undermine the objective of achieving the modal share target of at least 60% of all trips originating within the Chelmsford Garden Community being by non-car means upon completion of the Chelmsford Garden Community in accordance with Policies SGS6 and DM27 of the Chelmsford Local Plan.

Condition 18 Noise Levels
All reserved matters for built development adjacent to the Northern Radial Distributor Road, Beaulieu Parkway, and the Chelmsford North-East Bypass and for the Willow Hill education site shall be accompanied by a noise report including, where necessary, details of a noise mitigation scheme to mitigate the effect of road noise and plant noise associated with the retail and employment uses on the residents of the new dwellings. The measures shall include, as appropriate, the siting and design of buildings including dwellings noise insulation as necessary, specification of glazing performance requirements, window sizes and means of ventilation and boundary treatments.

The development shall be implemented and maintained in accordance with the mitigation required within the noise report approved in writing by the local planning authority.

Reason:
To ensure appropriate measures are installed to safeguard the amenities of future residents of the development in accordance with Policy DM29 of the Chelmsford Local Plan.

Condition 19 Minerals Extraction
All reserved matters for residential development with the potential to be within 250m of the mineral extraction areas of Bulls Lodge Quarry mineral planning permissions (ESS/147/20/CHL and ESS/148/20/CHL or any subsequent varying planning permission) shall be accompanied by a Quarry Mitigation Scheme. The scheme shall include:

(i) An assessment of the potential effects upon the residential amenity of future occupiers of qualifying residential dwellings caused by noise and dust emissions and visual impacts associated with the ongoing mineral infrastructure, extraction operations within Bulls Lodge Quarry.

(ii) Details of any proposed mitigation measures that may be needed (including their proposed duration and permanence) to ensure that any unacceptable impacts as defined by the assessment submitted under part (i) on residential amenity do not occur within 250m of mineral infrastructure and extraction area whilst the mineral extraction and restoration is ongoing; where sufficient mitigation to reduce any unacceptable impacts as defined by the assessment submitted under part (i) on residential amenity has not been demonstrated, occupation of these dwellings should not take place until after all permitted mineral extraction and restoration and use of the mineral infrastructure that would be within 250m of the dwelling has been completed.

(iii) Specify a minimum distance to be maintained between the facade of any occupied dwellings and ongoing, or future, permitted mineral infrastructure, extraction and restoration works at Bulls Lodge Quarry where the Quarry Mitigation Scheme, in agreement with the local planning authority, demonstrates this to be below 250m.

Should all permitted mineral extraction and restoration and use of minerals infrastructure within 250m of qualifying residential dwellings have been completed prior to the submission of the details pursuant to parts (i) - (iii) of this condition, as shall have first been submitted to and approved in writing by the local planning authority in consultation with the mineral planning authority, the submission of a Quarry Mitigation Scheme will not be required and parts (i) - (iii) shall cease to take effect.

The development shall be implemented in accordance with the recommendations contained within the Quarry Mitigation Scheme approved in writing by the local planning authority in consultation with the mineral planning authority.

Reason:
To prevent any adverse impact upon the effective working of Bulls Lodge Quarry in accordance with Policy S8 of the Minerals Local Plan and to prevent any significant adverse impact on the amenities of the occupiers of the new residential properties located within 250m of Bulls Lodge Quarry extraction areas in accordance with Policy DM29 of the Chelmsford Local Plan.

Condition 20 Operational Waste Management Plan
All relevant reserved matters applications shall be accompanied by an Operational Waste Management Plan and Circular Economy Statement. The Plan and Statement shall have regard to the principles contained in the approved Waste and Circular Economy Strategy - Turley - November 2024.

The Operational Waste Management Plan shall demonstrate how the commitments to a circular economy approach, and to sort and divert waste from landfill in accordance with the waste hierarchy (reduce, reuse, recycle, recover) according to the waste groups would be achieved.

The Circular Economy Statement shall adhere to the principles set out in the Waste and Circular Economy Strategy -Turley - November 2024.

The development shall be implemented in accordance with the details set out in the Operational Waste Management Plan and Circular Economy Statement approved in writing by the local planning authority, for that phase or sub-phase and permanently maintained thereafter.

Reason:
To ensure that the vision and core targets contained within the approved Development Framework Document, which focus upon the concept of a circular economy with fully integrated sustainable waste management at the forefront of the approach, ensuring the prevention, re-use, and recycling of waste, reducing its impact on the environment, and facilitating the more sustainable use of resources is achieved in accordance with Policy S2 of the Chelmsford Local Plan.

Sequence of Implementation, Construction Programme & Grampian Conditions

Condition 21 Detailed Design Code

Prior to or concurrently with the submission of the first reserved matters, the Detailed Design Code for the relevant Design Code Area as shown on the Zone 2 Areas plan within the Chelmsford Garden Community Zone 2 Design and Access Statement - May 2026 or as otherwise agreed with the local planning authority, shall be submitted to and approved in writing by the local planning authority prior to the approval of the first reserved matters.

The Detailed Design Code shall set out how the principles and objectives of the Design and Access Statement will be met and shall broadly accord with the Illustrative Master Plan, the Development Framework Document and the approved Site Wide Design Principles Document. The Detailed Design Code shall include a full, scalable Regulatory Plan to assist users in navigating the content of the Design Code, setting out routes, spaces and block structure across the zone. The Detailed Design Code shall address the following matters:

- Vision (Summary),
- Planning background pertinent to the Detailed Design Code,
- Introduction to the Regulatory Plan and how to use the Detailed Design Code,
- Landscape and public realm design, including recreation, play, parkland areas and SuDS design and maintenance principles,
- Access, street hierarchy and design, cycleways/cyclepaths, footways/footpaths, Discovery Trails,
- Approach to wayfinding,
- Land uses,
- Residential density, in conformity with the Development Framework Document and Design & Access Statement,
- Built form and block types, including building heights, types and forms,
- Key groupings including the Mixed Use Area / Primary School / All Through School (Zone 2) interface and specific responses to heritage assets,
- Frontage characters (residential parcels), including boundary treatments,
- Urban design principles, including edges, nodes and gateways,
- Architectural approach to buildings and their key components including walls, roofs, fenestration, entrances, rainwater goods and external utilities features,
- Public realm hard and soft landscaping components, street furniture, planting strategies and materials,
- Design Code Area objectives for public art,
- Design Code Area objectives for lighting of the public realm,
- Vehicular and cycle parking standards and typologies,
- Mobility Hubs (if relevant),
- Waste and recycling standards and typologies,
- Private amenity space.

2. A Scalable Regulatory Plan to assist users in navigating where the provisions of the code will apply.

3. Detailed Design Code Compliance Checklist.

All subsequent Reserved Matters within each Design Code Area shall accord with the approved Detailed Design Code and Regulatory Plan and shall be accompanied by a completed Compliance Checklist which demonstrates compliance with the Code.

Reason:
To ensure coherent design and consistent design quality across phases of the development in accordance with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 22 Custom / Self-Build – Masterplan & Plot Passports
Prior to the submission of reserved matters for any custom / self-build home, a masterplan for custom / self-build homes to be provided within the relevant development parcel/parcels shall be submitted to and approved in writing by the local planning authority. The masterplan shall include Plot Passports for each custom / self-build home which adhere to the design principles outlined in the relevant approved Detailed Design Code required under Condition 21.

Reason:
To ensure that the custom / self-build homes are appropriate in the wider context of the development of the site and accord with the aspirations within the Detailed Design Code and in the interests of delivering consistent design quality across phases of the development in accordance with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 23 Phasing
No development shall commence until a detailed Phasing Strategy has been submitted to and approved in writing by the local planning authority.

The strategy shall outline the key elements and projected timeline of each phase of the development, and how each will be delivered. The following can each be considered a phase:

(i) Earthworks;
(ii) SuDS/ Drainage;
(iii) Strategic Landscaping including the northern woodland buffer planting;
(iv) Services / Utilities;
(v) Roads (including all new junctions and accesses to the site, internal roads, pedestrian and cycle routes);
(vi) Amenity open space;
(vii) Dukes Wood Destination Park;
(viii) Mixed Use Areas including community space provision;
(ix) Productive landscapes;
(x) Play areas;
(xi) Employment Hubs;
(xii) Residential Parcels;
(xiii) Schools;
(xiv) Supporting on-site development and
(xv) Discovery Trails.

The development shall be implemented in accordance with the Phasing Strategy as approved or updated and agreed in writing with the local planning authority. All references to a 'phase', 'phases' or 'sub-phase' shall be interpreted as being a reference to a 'phase', or (if proposed) 'sub-phase' as defined in the Phasing Strategy approved or subsequently updated pursuant to this condition.

Reason:
To clarify how the site is to be phased to assist with the determination of the subsequent reserved matters applications, to ensure that major infrastructure provision and environmental mitigation is provided in time to cater for the needs and impacts arising from the development and to ensure the satisfactory development of the site in accordance with Policies SGS6, S9 and S10 of the Chelmsford Local Plan.

Condition 24 Archaeology: Post-Excavation Assessment
No development or preliminary groundworks shall commence within any phase or sub-phase of the development until a Written Scheme of Investigation, detailing a mitigation strategy for any archaeological deposits within the relevant phase or sub-phase, has been submitted to and approved in writing by the local planning authority (acting through its historic environment advisors).

a) No development or preliminary groundworks can commence on those areas containing archaeological deposits within the relevant phase or sub-phase until the completion of fieldwork, as detailed in the approved mitigation strategy and to the satisfaction of the local planning authority.

The analysis, recording and publication (if relevant) of the said archaeological works shall accord with the approved scheme.

Reason:
To ensure that appropriate mitigation, excavation and recording of sites of archaeological importance is undertaken in advance of, and during the development, in accordance with Policy DM15 of the Chelmsford Local Plan.

Condition 25 Archaeology: Post Excavation Assessment
A Post Excavation Assessment shall be submitted to the local planning authority encompassing each phase or sub-phase of the development within six months of the completion of the archaeological fieldwork, unless otherwise agreed in advance with the local planning authority (acting through its historic environment advisors). The assessment shall lead to a programme of post-excavation analysis, the preparation of a report for publication, and the preparation of a full site archive for deposition at a registered museum or other public building, which is suitable for the long term storage of an archaeological archive, as agreed with the local planning authority.

Reason:
To ensure that adequate archaeological records can be made in respect of the site in accordance with Policy DM15 of the Chelmsford Local Plan.

Condition 26 Bus Gate
No development within any relevant phase or sub-phase of the development which includes a Bus Gate as indicated on the approved Access & Movement Parameter Plan 01660B_PP_06 Rev P03 and Access & Movement Parameter Plan Alternative 01660B_PP_02 Rev P08 and set out within the Site Wide Design Principles Document shall commence until a scheme for the delivery of the Bus Gate has been submitted to and approved in writing by the local planning authority.

The scheme shall include the following details:

(i) Specification of the bus gate including details of associated signage, the location of the ANPR cameras and line markings, and
(ii) A programme for its implementation.

The Bus Gate shall be implemented and maintained in accordance with the approved scheme.

Reason:
To ensure the delivery of bus gates of an acceptable design avoiding unnecessary visual clutter, in the most appropriate locations and in a timely manner in the interests of ensuring the provision of an integrated, well connected high-quality new and expanded bus service, which forms a key objective of the approved Development Framework Document and Site Wide Design Principles Document, and which forms a critical component in delivering a sustainable Garden Community, which discourages use of the private car in accordance with Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Condition 27 Access from Beaulieu Parkway
No development shall be accessed from Beaulieu Parkway, until full details of the vehicular access, existing field access and traffic signal-controlled crossing shown on the RDR1 Site Access Drawing No. GA1a (GA1 Rev P9) - RDR1 Site Access Rev P1, including areas required for visibility purposes and CCTV enforcement measures for the bus lane to be provided and maintained, have been submitted to and approved in writing by the local planning authority.

The approved vehicular access shall be completed, and the traffic signal-controlled crossing shall be operational, prior to the commencement of development to be accessed from Beaulieu Parkway.

No vehicles shall be permitted to turn right from Beaulieu Parkway into the development with the exception of buses, Hackney Carriages, motorcycles or pedal cycles.

Reason:
To ensure the delivery of a safe and suitable access scheme avoiding unnecessary visual clutter, in a timely manner in the interests of ensuring the delivery of bus gate priority and the provision of an integrated, well connected high-quality new and expanded bus service, which forms a key objective of the approved Development Framework Document and Site Wide Design Principles Document, and which forms a critical component in delivering a sustainable Garden Community, which discourages use of the private car in accordance with Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Condition 28 Closure of Access
No development shall commence within Parcel R08 (Phase 4) of the development as shown within Chapter 4 of the Environmental Statement - Chelmsford Garden Community Zone 2 prepared by Logika Consultants dated October 2023, until a scheme for the permanent closure of the field access from Beaulieu Parkway, approximately 320m west of the roundabout with Remembrance Avenue and shown on Drawing No. GA1a (GA1 Rev P9) - RDR1 Site Access Rev P1 incorporating the provision of full height kerbing, landscaping and boundary treatments and a programme for completion of the scheme has been submitted to and approved in writing by the local planning authority. The approved scheme shall thereafter be completed no later than stated in the approved programme.

Prior to any temporary use of the field access for construction purposes, a Traffic Management Plan detailing how the junction would operate, any improvement works to be implemented to the access including any layout amendments and visibility splays to be provided and the period for which it would be required for construction purposes shall be submitted to and approved in writing by the local planning authority. Unless otherwise agreed in writing by the local planning authority, the access shall thereafter only be used for construction vehicle access purposes and in accordance with the approved Traffic Management Plan. The access shall thereafter be suitably and permanently closed to pedestrians and vehicles in accordance with the approved scheme and programme.

Reason:
To control the use of the existing access until it is permanently closed and to ensure the access is permanently closed to avoid an unacceptable impact on highway safety by minimising the scope of conflicts

between pedestrians, cyclists and vehicles, due to conflicting traffic movements and unsuitable infrastructure for pedestrians to use the access in accordance with the NPPF.

Condition 29 Safeguarding of Existing Public Rights of Way
No development within any relevant phase or sub-phase of the development, which includes, or is located immediately adjacent a public right of way, shall commence until a detailed plan in respect of that phase or sub-phase, outlining the mechanisms for safeguarding the existing or diverted public rights of way in that location and any cycle tracks that may replace them has been submitted to and approved in writing by the local planning authority.

The detailed plan shall accommodate each of the following public rights of way, as relevant, along their existing, or diverted alignment (as appropriate) and without detriment to their historic width, use and enjoyment

Chelmsford Garden Footpath Number 7

The development shall be carried out in accordance with the approved plan.

Reason:
To ensure the public's use of the existing public rights of way are not adversely affected by the proposed development in accordance with Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Condition 30 Walking & Cycling Routes
The active travel network of primary and secondary footway, footpath and cycling routes shall be surfaced illuminated (where appropriate), and any structures and road crossings provided as appropriate, in accordance with details to be submitted to and approved in writing by the local planning authority.

The active travel network of primary and secondary footway, footpath and cycling routes shall be implemented as part of the overall phased delivery of the development in accordance with the Phasing Strategy approved pursuant to Condition 23.

Footway, footpath, cycleway and shared surface base courses shall be provided and maintained in a manner to avoid any upstands to gullies, covers, kerbs or other obstructions within, or bordering pedestrian or cycle routes, until final surfacing is completed.

Reason:
To provide a satisfactory interim standard of access and safety in the interests of establishing a comprehensive, inter-connected, direct and secure network of active travel routes within the Garden Community, which serve key destinations and which provide direct connections along key desire lines in the interests of ensuring that the modal share target of at least 60% of all trips originating within the development are carried out by non-car means upon completion of the development in accordance with Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Condition 31 Walking & Cycling Access
No dwelling shall be first occupied or building brought into use, until the approved footways, footpaths and cycle routes serving that dwelling or building, as necessary to provide access from the active travel network of primary and secondary footways, footpaths and cycling routes have been constructed to base course level and have had external lighting provided in accordance with the approved Lighting Scheme. The footways, footpaths and cycle routes shall be retained and maintained as approved thereafter.

Reason:
To ensure that satisfactory access is provided at the appropriate time for the safety of residents and the public, and to promote sustainable travel in accordance with Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Condition 32 Carriageway Construction
The carriageways of the proposed estate roads intended to provide primary means of vehicular access for any dwelling or building shall be laid and constructed up to, and including at least base course level to the extent necessary including for turning of vehicles to provide emergency service access to that dwelling or building, for the collection of waste and recyclable materials, for deliveries and to any associated parking spaces, including for the turning of vehicles where necessary, prior to the occupation of any residential dwelling or building intended to take access from that road. The works shall include all highway drainage, all kerbing with foundations, and areas required for visibility sight lines.

Reason:
To provide a satisfactory interim standard of access and safety and linkage with the existing highway network in accordance with Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Condition 33 Final Surfacing of Roads & Paths
The carriageways, footways, shared surfaces, footpaths and cycleways within each relevant phase, or sub-phase of the development shall be completed with final surfacing prior to the occupation of 90% of the units within that phase/sub-phase, unless the road is a construction route, in which case the final surfacing of the carriageway shall be completed within 6 months following the cessation of that road as a construction route.

Reason:
In the interests of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the approved development and to safeguard the visual amenities of the locality and users of the highway in accordance with Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Condition 34 Vehicle Parking
No dwelling or commercial floorspace, community, sports, educational or healthcare facility, shall be brought into use, until such time as the approved parking areas for that part of the development have been made available for use. The spaces shall not thereafter be used for any purpose other than the parking of motor vehicles in conjunction with that part of the development, which they serve.

Reason:
To ensure the delivery of a high quality sustainable Garden Community, which accords with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document. To integrate parking provision in a visually acceptable manner and one which is appropriate to the proposed users including those with disabilities. To ensure that the level of parking provision provided does not undermine the objective of achieving the modal share target of at least 60% of all trips originating within the development being by non-car means upon completion of the development in accordance with Policies SGS6 and DM27 of the Chelmsford Local Plan.

Condition 35 Cycle Parking
No dwelling or commercial floorspace, community, sports, educational or healthcare facility, shall be brought into use, until such time as the approved cycle parking areas for that part of the development have been made available for use. The spaces and access routes to them shall not thereafter be used for any purpose other than the parking of cycles and access for that purpose in conjunction with that part of the development, which they serve.

Reason:
To ensure the delivery of a high quality sustainable Garden Community, which accords with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document. To integrate cycle provision in a visually acceptable manner and one which is appropriate to the proposed users. To ensure that the level of cycle parking provision provided does not undermine the objective of achieving the modal share target of at least 60% of all trips originating within the development being by non-car means upon completion of the development in accordance with Policies SGS6 and DM27 of the Chelmsford Local Plan.

Condition 36 Surface Water Drainage & Management
No development within any relevant phase or sub-phase of the development shall commence until a detailed surface water drainage scheme for that phase or sub-phase, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development has been submitted to and approved in writing by the local planning authority.

The surface water drainage scheme shall include, but not be limited to:

(i) Verification of the suitability of infiltration of surface water for the development; this shall be based on infiltration tests that have been undertaken in accordance with BRE 365 testing procedure and the infiltration testing methods found in Chapter 25.3 of The CIRIA SuDS Manual C753,
(ii) Limiting discharge rates to 2.2 l/s/ha for all storm events up to and including the 1 in 100 year plus 45% allowance for climate change. All relevant permissions to discharge from the site into any outfall shall be demonstrated,
(iii) Demonstrate that all storage features are able to accommodate a 1 in 10 year storm event within 24 hours of a 1 in 30 year event plus 45% climate change,
(iv) Final modelling and calculations for all areas of the drainage system,
(v) The appropriate level of treatment for all run-off leaving the site, in line with the Simple Index Approach in Chapter 26 of the CIRIA SuDS Manual C753,
(vi) Detailed engineering drawings of each component of the drainage scheme including any proposed root management measures to be incorporated,
(vii) A final drainage plan, which details exceedance and conveyance routes, FFL and ground levels, and location and sizing of any drainage features,
(viii) A written report summarising the final strategy and highlighting any minor changes to the approved strategy, and
(ix) Measures to reliably prevent discharge of surface water onto the highway.

The development shall be implemented in accordance with the approved surface water drainage scheme prior to the occupation of any buildings forming part of that phase or sub-phase.

Reason:
To prevent environmental and amenity problems arising from flooding and hazards caused by water flowing onto highway including the resultant formation of ice on the highway, to ensure maintenance and efficient use and management of water within the site and that the quality of water entering receiving watercourses is appropriate and monitored and to promote the use of sustainable urban drainage systems to limit the volume and rate of water leaving the site in accordance with Policy DM18 of the Chelmsford Local Plan.

Condition 37 Flood Risk Assessment
No development within any relevant phase or sub-phase of the development shall commence until evidence to demonstrate that all built development within Zone 2 would be sequentially site in Flood Zone 1 has been submitted to and approved in writing by the local planning authority. The evidence should be included as part of a site specific Flood Risk Assessment.

Reason:
To reduce the risk of flooding to the proposed development and its future users and to ensure that there is no unacceptable flood risk to the proposed Chelmsford Garden Community from the fluvial ordinary watercourse Park Farm Brook in accordance with Policies S2 and DM18 of the Chelmsford Local Plan.

Condition 38 Submission of a Copy of Natural England Mitigation Licence for Great Crested Newts
No phase of the development, which will impact the breeding/resting place of Great Crested Newts, shall commence until the local planning authority has been provided with either:

(i) A licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations 2017 (as amended) authorising the specified activity/development to proceed; or
(ii) A Great Crested Newt District Level Licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations 2017 (as amended) authorising the specified activity/development to proceed; or
(iii) A statement in writing from Natural England to the effect that it does not consider that the specified activity/development would require a licence.

The development shall be carried out in accordance with the relevant licence.

Reason:
To conserve protect species and allow the local planning authority to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s17 of the Crime & Disorder Act 1998.

Details to be Submitted for Approval following Reserved Matters A – Design Drawings

Condition 39 Ancillary Infrastructure
No development within each relevant phase or sub-phase of the development shall commence, until full details of the location and design of all ancillary infrastructure including pipes, flues, vents, meter boxes, external letterboxes, fibre wires and cables required by statutory undertakers and to be incorporated as part of the building design for that phase or sub-phase, have been submitted to and approved in writing by the local planning authority.

The ancillary infrastructure shall be constructed in accordance with the approved details prior to the occupation of the buildings with which they are associated.

Reason:
To ensure that the detailed finish of the proposed development is visually satisfactory and does not prejudice the lasting quality of the Chelmsford Garden Community in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 40 Extraction Equipment, Plant & Machinery
No development of any relevant unit within the Mixed Use Areas, any unit forming part of the Willow Hill Employment Hub or the mobility hub (if required) shall commence until full details of an extraction and filtration, plant and machinery scheme outlining proposals for any equipment for the purpose of extraction and/or filtration of fumes and/or odours including odour abatement technology together with details of any external plant and/or machinery to be employed within the units, its location and design, average sound levels (LAeq), octave band noise levels and any proposed noise mitigation measures, as may be applicable, have been submitted to and approved in writing by the local planning authority.

The extraction and filtration equipment, plant and machinery shall be fully installed in accordance with the approved extraction and filtration, plant and machinery scheme before the use of any unit for which it is

intended to serve has commenced and shall thereafter be maintained fully in accordance with the manufacturer's instructions and any associated proposed noise mitigation measures and/or required screening.

Reason:
To ensure appropriate systems, which are visually satisfactory and do not prejudice the lasting quality of the Chelmsford Garden Community and to safeguard the amenities of the occupiers of neighbouring residential properties and future residents of the development in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 41 Levels
No development within each relevant phase or sub-phase of the development shall commence, until detailed drawings and sections showing the finished levels of all parts of the development within that phase or sub-phase in relation to the levels of the adjacent phases, and surrounding area/neighbouring buildings if applicable including details of any retaining walls, have been submitted to and approved in writing by the local planning authority.

The development shall be implemented in accordance with the approved details.

Reason:
To ensure that the development is constructed at suitable levels in relation to its surroundings, that each building is easily accessible, minimising steps, slopes and ramps to entrances, is visually satisfactory by avoiding abrupt changes in levels between buildings and increased building heights and to ensure that buildings have a satisfactory relationship to the topography so as not to prejudice the lasting quality of the Chelmsford Garden Community in accordance with Policy DM23 of the Chelmsford Local Plan.

Condition 42 Hard Landscaping Works & Boundary Treatments
No development within each relevant phase or sub-phase of the development shall commence, until full details of the hard landscaping works and/or boundary treatments relating to that phase or sub-phase of the development have been submitted to and approved in writing by the local planning authority. The details shall accord with the principles outlined in the approved Green Infrastructure Strategy - BMD. 22.0017.RP.001- November 2024 and Sports Strategy and GI Strategy Consultant Response - Technical Note - BMD.22.0017.TN.001 - March 2026 and shown on the approved Green Infrastructure Parameter Plan 01660B_PP_07 Rev P03 and the Green Infrastructure Parameter Plan Alternative 01660B_PP_03 Rev P06. The accompanying plans and statements shall include the following:

(i) Full details of the proposed treatment of all private boundaries and all boundaries interfacing with public or semi-public space including drawings of any gates, fences, walls, retaining walls, railings, or piers,
(ii) A panel composed of samples of all materials to be used in the paving of ground surfaces together with the product name, number, colour, and manufacturer,
(iii) The location of any structures including street furniture, refuse or other storage units,
(iv) A specification for the establishment of trees within the hard landscaped areas including details of space standards, distance from buildings and tree pit details,

All hard landscaping works, (with the exception of the trees referred to at (iv) above), shall be carried out in accordance with the approved details and prior to occupation of any part of the development within the phase or sub-phase of the development to which they relate and (in the case of the trees referred to at (iv) above) within the next available planting season following first occupation.

Reason:
To ensure that the proposed hard landscape is visually satisfactory, capable of maintenance in the long term, suitable for drainage purposes, provides for an attractive and robust edge to public open spaces and greenways, corridors and spaces, and in the context of boundary treatments restricts unregulated car parking, achieves seamless public and private space, respects the amenities of the occupiers of neighbouring dwellings and the future residents of the development and which does not prejudice the lasting quality of the Garden in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan

Condition 43 Soft Landscaping Works
No development within each relevant phase or sub-phase of the development shall commence, until full details of the soft landscaping works relating to that phase or sub-phase of the development have been submitted to and approved in writing by the local planning authority. The details shall accord with the principles outlined in the approved Green Infrastructure Strategy - BMD. 22.0017.RP.001- November 2024 and GI Strategy Consultant Response - Technical Note - BMD.22.0017.TN.001 - March 2026 and shown on the approved Green Infrastructure Parameter Plan 01660B_PP_07 Rev P03 and the Green Infrastructure Parameter Plan Alternative 01660B_PP_03 Rev P06 and soft landscaping and planting strategies approved pursuant to Condition 6 - Reserved Matters Content. The accompanying plans and statements shall include the following:

(i) Plans, drawings, sections, and specifications to explain fully the details of the hard and soft landscaping treatment and works, including materials (size, type, and colour), proposed drainage arrangements, utility cover positions, children's play equipment, street furniture, litter bins, dog waste bins, lighting columns/bollards/units and brackets, private and communal areas, open spaces, edges, boundary treatments, public rights of way and roads,
(ii) Tree planting details and specification of all planting in hard and soft landscaped areas, including measures to protect highway drainage and paving from damage by roots,
(iii) Details of the programme for implantation of planting,
(iv) Details of earthworks in connection with the formation of all landscaped areas, including the levels and contours to be formed and the relationship of the proposed earthworks to the surrounding landform.

All soft landscaping works shall be carried out in accordance with the approved details and phasing programme approved pursuant to Condition 22. - Phasing and prior to the occupation of any part of the development within the phase or sub-phase of the development to which they relate, unless such occupation is proposed outside a planting season, in which case the soft landscaping works shall be carried out in the next available planting season following occupation.

Reason:
To ensure that the built development has a satisfactory relationship with the adjoining landscape and to achieve an acceptable relationship between the development and adjacent areas of public open space, greenways, corridors, and spaces, and does not prejudice the lasting quality of the Garden Community in accordance with Policies SGS6, S4, DM17 and DM24 of the Chelmsford Local Plan.

Condition 44 Drainage & Service Runs
No development within each relevant phase or sub-phase of the development shall commence, until full details of the alignment and depth of the proposed sub-surface drainage (including surface water and foul drainage) and utility corridors (including indicative routes for cables and pipes, and typical cross-sections, details of measures to protect them from damage or blockage by roots and tree protection details) have been submitted to and approved in writing by the local planning authority. Any services to be laid within the root protection zone of any tree identified for retention within the Tree Report shall be carried out in accordance with the Tree Report approved by Condition 11.

The development shall be carried out in accordance with the approved details.

Reason:
To ensure that utilities installation does not constrain the layout of buildings and landscape, that utilities infrastructure is protected from trees and to safeguard the existing trees in accordance with Policies S4 and DM17 of the Chelmsford Local Plan.

Condition 45 Road Surface Materials
No development within each relevant phase or sub-phase of the development shall commence, until full details of the road surface materials for that phase or sub-phase have been submitted to and approved in writing by the local planning authority. The details shall include the following:

(i) Drawings showing the proposed roads/footways/footpaths and cycleways within that phase or sub-phase of the development including all relevant lateral and longitudinal cross-sections showing existing and proposed levels, gradients, surfacing, kerbs, road markings and means of surface water drainage,
(ii) A full explanation of how the design of the streets and spaces consider inclusive mobility and visually impaired users, and
(iii) A panel composed of samples of all materials to be used in the paving of the ground surfaces including details of the product name, number, colour, and manufacturer.

The development shall be carried out in accordance with the approved details.

Reason:
To ensure that the proposed road surfaces are visually satisfactory, inclusive and equitable, can be maintained in the long term, suitable for drainage purposes, ensures that materials sourcing is resource efficient, and which do not prejudice the lasting quality of the Chelmsford Garden Community in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 46 Street Signage & Name Plates
No street name plates, wayfinding signage and any other signage shall be provided or erected within each relevant phase or sub-phase of the development until full details of their location and design have been submitted to and approved in writing by the local planning authority.

The street name plates, and signage shall be installed in accordance with the approved details prior to the occupation of the dwellings with which they are intended to serve.

Reason:
To ensure that the proposed development is visually satisfactory, street clutter in public spaces is avoided by rationalisation of the number of signposts, limiting the size of signs and by placing signs on building faces wherever practicable, for safety, traffic management including efficient emergency access and, to promote sustainable transport, and to ensure lasting environmental quality and the delivery of consistent overarching design quality across the Chelmsford Garden Community in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 47 Drainage Basins
No development shall commence on the construction of the drainage basins within each relevant phase or sub-phase of the development, until a detailed plan showing the following has been submitted to and approved in writing by the local planning authority:

(i) Proposed levels and banking profile,
(ii) Details of the final shape and size of the basin,

(iii) A specification for the inlets and outlets including full details of the headwall and any associated railings,
(iv) Plans, drawings, sections and specifications to explain fully the details of the soft landscaping treatment and works,
(v) Details of any boundary or edge restraints as required,
(vi) Details of any vehicle restraint system as required, in accordance with the Road Restraint Risk Assessment process agreed with the highway authority in conjunction with the local planning authority.

The basins shall be constructed in accordance with the approved details and prior to the opening of the road, or occupation of the development parcel to which the drainage basin relates, unless opening is proposed outside a planting season, in which case the soft landscaping works shall be carried out in the next available planting season.

Reason:
To ensure the approved drainage basins have a satisfactory relationship with the adjoining landscape, do not pose an unacceptable safety hazard, and do not prejudice the lasting quality of the Garden Community in accordance with Policies SGS6, S4, DM17 and DM24 of the Chelmsford Local Plan.

Condition 48 Foul Water / Foul Sewage System
No development, within each relevant phase or sub-phase of the development shall commence, until a scheme to deal with the disposal of foul sewage has been submitted to and approved in writing by the local planning authority. The scheme shall include details of the connection points for the foul drainage.

No dwellings or buildings within each phase or sub-phase of the development shall be occupied until the foul drainage works relating to that phase or sub-phase of the development have been carried out in accordance with the approved scheme.

The foul drainage scheme shall thereafter be maintained in accordance with the approved scheme.

Reason:
To prevent environmental and amenity problems arising from flooding and an increased risk of flooding to existing properties in accordance with Policies S9 and DM29 of the Chelmsford Local Plan.

Condition 49 Refuse & Recycling Provision for All Building Types
Prior to their installation, details of the facilities for the storage of residual waste and recyclable materials associated with all residential dwellings and non-residential buildings shall be submitted to and approved in writing by the local planning authority.

The residential dwellings shall not be occupied, and the non-residential buildings shall not be brought into use until the facilities for the storage of residual waste and recyclable materials to serve the dwelling and non-residential building have been provided in accordance with the approved details.

The facilities shall thereafter be maintained in accordance with the approved details.

Reason:
To ensure that suitable facilities for the disposal of residual waste and recyclable materials are provided and that such facilities are visually satisfactory in accordance with Policies DM23 and DM26 of the Chelmsford Local Plan.

Condition 50 EV Charging
No development within each relevant phase or sub-phase of the development shall commence, until a scheme for the provision of electric vehicle charging facilities for all residential and non-residential parking has been submitted to and approved in writing by the local planning authority.

The scheme shall include the location and specification for the installation of all electric vehicle charging facilities and provide details of the passive provision proposed across the phase. Shared charging points shall be in prominent positions and their associated parking spaces clearly marked or signed as reserved solely for the use of electric vehicles. All residential dwellings with on-plot parking shall be provided with a single electric vehicle charging point. Should further parking bays be identified for the future installation of electric vehicle charging points as passive provision, then these shall be provided with necessary ducting, cabling, and groundworks. The scheme shall include a management plan detailing the management, maintenance, servicing, and access/charging arrangements for each electric vehicle charging point.

The electric vehicle charging points shall be installed and retained in accordance with the approved details.

Reason:
To ensure that the development delivers sustainable infrastructure, which includes the provision of electric vehicle charging points to serve both residential and non-residential buildings throughout the development in support of the transition to more sustainable forms of travel across the Chelmsford Garden Community and in line with the high standards set out within the approved Development Framework Document, which respond positively to emerging technological standards and in accordance with Policies DM14 and DM25 of the Chelmsford Local Plan.

Details to be Submitted for Approval following Reserved Matters B – Statements of Intent

Condition 51 Landscape & Ecological Management Plan
Prior to the first occupation of any residential dwelling within any relevant phase or sub-phase of the development coming into use, or first use of any unit within the Mixed Use Areas and any unit forming part of the Willow Hill Employment Hub, a Landscape & Ecological Management Plan (LEMP), to be included within the Stewardship Strategy, detailing the maintenance arrangements for all landscape areas within that phase or sub-phase, other than private domestic garden areas, including the long term landscape design objectives, who is responsible for the different elements of the landscaping and a programme of maintenance activities and their frequencies shall be submitted to and approved in writing by the local planning authority.

The LEMP shall include the following:

(i) Description and evaluation of features to be managed,
(ii) Ecological constraints on site, which might influence management,
(iii) Aims and objectives of management,
(iv) Appropriate management options for achieving aims and objectives,
(v) Prescriptions for management actions,
(vi) Measures for the establishment, enhancement and management of new and existing habitats within the site, including artificial habitats eg: bat and barn owl boxes and mitigation measures eg: wildlife crossing structures,
(vii) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five year period),
(viii) Details of the body or organisation responsible for implementation of the plan,
(ix) Ongoing monitoring and remedial measures.

The plan shall also set out, where the results from monitoring show that conservation aims and objectives of the LEMP are not being met, how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the biodiversity objectives of the approved scheme.

The approved plan will be implemented in accordance with the approved details for a minimum of 30 years to deliver the required condition of the habitats created.

The applicant, or any successor in title must maintain yearly logs of maintenance, which shall be carried out in accordance with the approved Landscape & Ecological Management Plan; these logs must be available for inspection upon a request by the local planning authority.

Reason:
To allow the local planning authority to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority Habitats & Species) and to ensure that satisfactory arrangements are put in place to allow for the proper management and maintenance of all landscaped areas so as not to prejudice the lasting quality of the Chelmsford Garden Community and to ensure the high quality and multi-functional benefits of Green Infrastructure assets in accordance with Policies SG6, S4 and DM17 of the Chelmsford Local Plan.

Condition 52 Sustainable Drainage Systems (SuDS) Maintenance Plan
Prior to the first occupation of any residential dwelling within any relevant phase or sub-phase of the development, or first use of any unit within the Mixed Use Areas, any unit forming part of the Willow Hill Employment Hub, or the mobility hubs, a Drainage and SuDS Maintenance Plan to be included within the Stewardship Agreement, detailing the maintenance arrangements for SuDS features within that phase or sub-phase, including who is responsible for different elements of the surface water drainage systems and the maintenance activities and their frequencies shall be submitted to and approved in writing by the local planning authority.

Should any part of the SuDS strategy be maintainable by a maintenance company, details of the long term funding arrangements shall be provided.

The drainage system and SuDS features shall thereafter be maintained in accordance with the approved Drainage and SuDS Maintenance Plan.

The applicant or any successor in title, must maintain yearly logs of maintenance to the surface water drainage system, which shall be carried out in accordance with the approved Drainage and SuD's Maintenance Plan; these logs must be available for inspection upon a request in writing by the local planning authority.

Reason:
To ensure that the development is constructed sustainably and appropriate maintenance arrangements are put in place to enable the surface water drainage system to function as intended to ensure mitigation against flood risk in accordance with Policies SGS6, S4 and DM18 of the Chelmsford Local Plan. The failure to provide the above required information prior to occupation may result in the installation of a system that is not properly maintained and may increase flood risk or pollutions hazard from the site.

Condition 53 Contamination
No development within each phase or sub-phase of the development shall commence, until a scheme to deal with the risks associated with the contamination of the land for that phase or sub-phase of the development has been submitted to and approved in writing by the local planning authority.

The scheme shall incorporate the following components:

(i) A preliminary risk assessment, which identifies previous uses, potential contaminants associated with those uses, a conceptual model of the site including sources, pathways and receptors and potentially unacceptable risks arising from the contamination at the site,
(ii) A site investigation scheme based on (i) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site,
(iii) The results of the site investigation referred to in (i) and the detailed risk assessment referred to in (ii) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken and,
(iv) A verification plan providing details of the data that will be collected to demonstrate that the works set out in (iii) are complete and identifying any requirements for longer term monitoring of pollutant linkages, maintenance, and arrangements for contingency action.

The development shall be implemented in accordance with the approved scheme.

Should, during the construction of the approved phase or sub-phase of the development, contamination not previously identified be found to be present on site, the occurrence shall be reported immediately to the local planning authority and development on that part of the affected site, shall be suspended. A risk assessment shall then be carried out and submitted to and approved in writing by the local planning authority. Should unacceptable risks be found, a remediation and verification scheme shall be submitted to and approved in writing by the local planning authority. Construction works on the affected phase or sub-phase of the development shall not resume or continue until the risk assessment, and if required the remediation and verification scheme has been approved in writing by the local planning authority. The scheme shall then be implemented in accordance with the approved scheme.

Reason:
To ensure that the proposed development does not cause pollution of controlled waters and that any contamination of the site is identified and remediation measures appropriately undertaken to secure full mitigation in the interests of environmental and public safety in accordance with Policy DM30 of the Chelmsford Local Plan.

Condition 54 Servicing, Operational Times and Delivery Management Plan
A Servicing and Delivery Management Plan for each of the following premises shall be submitted to and approved in writing by the local planning authority, prior to the respective premises being first occupied or first brought into use: Mixed use areas (non-residential premises), and Park Farm All Through School and Hawthorn and Willow Hill Primary Schools.

The Plan shall include the delivery arrangements and a scheme of proposed waiting, loading and unloading restrictions for streets near the respective premises.

The premises shall be operated in accordance with the approved plan in perpetuity.

Reason:
To ensure a suitable strategy for servicing and delivering to all non-residential uses alongside residential uses can be achieved in accordance with the NPPF and Policy DM24 of the Chelmsford Local Plan.

Condition 55 Beaulieu Parkway to Generals Lane Active Travel Route
Prior to the first occupation of any residential dwelling within any relevant phase or sub-phase of the development, a scheme to provide for an active travel route between Beaulieu Parkway and Generals Lane including a parallel crossing on Remembrance Avenue as indicatively shown on Drawing No. MBSK240909-02 Rev P3 (forming part of IDP Specification Sheet C32a)[RE1.1]shall be submitted to and approved in writing by

the local planning authority. The scheme shall be implemented in accordance with the approved details prior to the first occupation of any residential dwelling within any relevant phase or sub-phase of the development.

Reason:
To ensure that satisfactory access is provided between the development and the existing Beaulieu development to the south in the interests of the safety of residents and the public and in the interests of establishing a comprehensive, inter-connected, direct and secure network of active travel routes from the development to the established Garden Community to the south at Beaulieu, allowing access to key destinations and in the interests of ensuring that the modal share target of at least 60% of all trips originating within the development are carried out by non-car means upon completion of the development in accordance with the NPPF and Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Condition 56 Beaulieu Parkway Roundabout 3 Toucan Crossing
Prior to the first occupation of any residential dwelling within any relevant phase or sub-phase of the development, a scheme to provide a toucan crossing on Beaulieu Parkway as indicatively shown on Drawing No. MBSK260205-1 Rev P1 shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in accordance with the approved details prior to the first occupation of any residential dwelling within any relevant phase or sub-phase of the development.

Reason:
To ensure that satisfactory access is provided between the development and the existing Beaulieu development to the south in the interests of the safety of residents and the public and in the interests of establishing a comprehensive, inter-connected, direct and secure network of active travel routes from the development to the established Garden Community to the south at Beaulieu, allowing access to key destinations and in the interests of ensuring that the modal share target of at least 60% of all trips originating within the development are carried out by non-car means upon completion of the development in accordance with the NPPF and Policies SGS6, S9 and DM24 of the Chelmsford Local Plan.

Details to be Submitted for Approval following Reserved Matters C – Detailed Specifications

Condition 57 Materials
No development within each relevant phase or sub-phase of the development shall commence, until a detailed materials specification for that phase of development has been submitted to and approved in writing by the local planning authority. The specification shall include the following:

(i) A panel composed of samples of all building facing materials, together with the product name, number, colour, and manufacturer,
(ii) Large scale drawings (1:50 unless otherwise agreed in writing with the local planning authority) showing the location of each material, typical details of the fenestration including set back and the position of rainwater goods and external meters,
(iii) A panel composed of samples of all materials to be used in the paving of ground surfaces, together with the product name, number, colour, and manufacturer,
(iv) Appropriate scale drawings showing the location of each ground surface material.

The development shall be implemented in accordance with the approved materials specification.

Reason:
To ensure that the detailed finish of the proposed buildings and hard landscape is visually satisfactory, robust, and easily maintained in order that the built development has an acceptable relationship with the adjoining landscape and does not prejudice the lasting quality of the Chelmsford Garden Community in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 58 Lighting Scheme
No development within each relevant phase or sub-phase of the development shall commence, until a detailed lighting scheme for that phase or sub-phase has been submitted to and approved in writing by the local planning authority. The scheme shall include details of the location and design of all artificial lighting and lighting furniture to all buildings, walkways, amenity areas and car and cycle parking within that phase or sub-phase of the development and shall have regard to any relevant ecological considerations and be carried out in accordance with Guidance Note 08/23 Institute of Lighting Professionals as set out in the Ecological Management Plan approved pursuant to Condition 47.

Specifically, the scheme shall:

(i) Identify those areas/features on site, which are particularly sensitive for bats and that are likely to cause disturbance in, or around, their breeding sites and resting places, or along important routes used to access key areas of their territory, for example, for foraging, and
(ii) Identify how and where external lighting would be installed (through the provision of lighting contour plans and technical specifications), so that it can be clearly demonstrated that areas to be lit would not disturb, or prevent, the above species using their territory, or from having access to their breeding sites and resting places.

The external lighting on the development shall be installed in accordance with the specifications and locations set out in the approved lighting scheme and maintained thereafter in accordance with the scheme; under no circumstances should any other external lighting be installed without the prior written consent from the local planning authority.

The buildings forming part of the mixed use areas , the Willow Hill Employment Hub and the mobility hubs, and any rural and semi-rural footpaths shall not be lit by any external form of lighting without the prior written consent of the local planning authority.

Reason:
To allow the local planning authority to discharge its duties under the Conservation of Habitats & Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority Habitats & Species) and to ensure that the proposed development is visually satisfactory, creates a safe, accessible and inclusive environment, reduces the undesirable effects of light pollution on the amenities of the occupiers of neighbouring residential properties and future residents of the development and ensures that users of the highway are not subjected to glare and dazzle from lighting, avoids street clutter and where required, would not result in disturbance or harm to ecologically protected species in accordance with Policies DM16 and DM23 of the Chelmsford Local Plan.

Condition 59 Telecommunications and Broadband
No development within each relevant phase or sub-phase of the development shall commence until a detailed scheme for the installation of fixed telecommunication infrastructure and super-fast broadband for that phase or sub-phase of the development has been submitted to and approved in writing by the local planning authority. The details shall include connections to multi-point destinations including the Mixed Use Areas and all buildings.

The infrastructure shall be laid out in accordance with the approved details and at the same time as other services during the construction process. High speed fibre optic broadband shall be installed into the buildings before they are occupied and/or brought into first use.

Reason:
To ensure that fast, reliable broadband is available to all residential and commercial properties across the Chelmsford Garden Community, allowing businesses to operate with the security of services, to support increased working from home and the capacity for 'smart' homes and businesses to support multiple devices in accordance with Policy S9 of the Chelmsford Local Plan.

Land Use Controls

Condition 60 Mixed Use Area Floorspace
The Mixed Use Areas shall be delivered fully in accordance with the CGC Zone 2 Development Specification - DWD - May 2026. Any larger Class E (b) food retail unit, where provided, shall not exceed 500sqm gross external area except for within the Park Farm Village Centre. All other individual retail units contained within the Mixed Use Areas delivered pursuant to Class E (a), Class E (b) and Class E (c) of the Town and Country Planning (Use Classes) Order 1987 (as amended) shall not exceed 180sqm gross external area unless agreed with the local planning authority and there shall be no amalgamation of retail units within the village centres.

Reason:
In order to avoid doubt as to the scope of the permission hereby granted, to avoid the provision of large single retail facilities within the Chelmsford Garden Community, which could compromise the vitality of the Mixed Use Areas and to ensure the delivery of strong Mixed Use Areas across the Chelmsford Garden Community. The Mixed Use Areas are intended to become the community anchor for the development, offering a rich range of facilities and services to primarily meet the community's day to day needs set in vibrant, sociable neighbourhoods, connected by a strong network of footpath and cyclepath routes and which help foster the creation of a healthy community and to realise the objective of delivering a 15 minute neighbourhood in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 61 Willow Hill Employment Hub – Employment Floorspace
The Willow Hill Employment Hub shall be delivered fully in accordance with the CGC Zone 2 Development Specification - DWD - May 2026; any ancillary uses shall not exceed a maximum floor area of 16,000 gross external area delivered pursuant to Class B2, B8 Class E (g) and compatible sui generis employment uses of the Town and Country Planning (Use Classes) Order 1987 (as amended).

Reason:
In order to avoid doubt as to the scope of the permission hereby granted, and the provision of ancillary facilities, which by reason of their individual and/or cumulative size could compromise the primary function of the Willow Hill Employment Hub as an employment site. The Willow Hill Employment Hub is situated at a high profile and key gateway location within the Chelmsford Garden Community and collectively with the employment sites at the Innovation Hub (Zone 1) and Channels (Zone 1) address both the need for a strategic employment offer within the Chelmsford Garden Community, as well as achieving more local functions, which enable the provision of jobs close to new residents in accordance with Policies SGS6, S8 and DM24 of the Chelmsford Local Plan.

Detailed Construction Specification & Building Performance

Condition 62 BREEAM Rating
(i) Non-residential development between (i) 500-999sqm shall be built to a minimum standard of BREEAM Very Good and (ii) over 1,000sqm shall be built to a minimum standard of BREEAM Excellent, in accordance with the version of BREEAM, which has been approved by BRE for application to non-

residential development at the time of submitting the reserved matters. Should the BREEAM standards cease to apply at the time of submitting the reserved matters, the sustainability standard to be applied to the reserved matters shall be first agreed with the local planning authority, prior to submission of the reserved matters,

(ii) A BREEAM Pre-Assessment Estimate shall be provided by a Licensed BREEAM Assessor and submitted with each reserved matters comprising the buildings referred to in (i) above, demonstrating that the scheme can achieve the required BREEAM Rating set out in (i) above,

(iii) Prior to the commencement of development comprising the buildings referred to in (i) above, a Design Stage Assessment (under BREEAM or its successor) shall be carried out for each building and a copy of the Interim Certificate or the Licensed BREEAM Assessor's Summary Score Sheet shall have been submitted to and approved in writing by the local planning authority,

(iv) The buildings referred to in (i) above, shall not be brought into first use, until a BREEAM Summary Report and a Letter of Comfort prepared by a Licensed BREEAM Assessor has been submitted to the local planning authority verifying that the that the agreed standards in respect of that building are on track to be met,

(v) Within six months of first occupation, a copy of the Final BREEAM Certificate shall be provided (subject to assessment turnaround times for BRE and the Licensed Assessor), demonstrating that the scheme has achieved the BREEAM Rating required in (i) above. The certificate shall be provided by a Licensed BREEAM Assessor.

Reason:
To ensure the delivery of a development, which aligns with the energy targets set out in the approved Development Framework Document and which ensure a clear pathway to achieving a net zero carbon development, one where low carbon energy production and minimised consumption are placed at the heart of sustainable development and which sets high standards, that embrace innovation and demonstrate the flexibility to respond to emerging technological standards in accordance with Policy DM25
of the Chelmsford Local Plan. To demonstrate that the parts of the scheme that are required to achieve the Very Good BREEAM rating have done so as specified in the approved Energy Strategy as required by Condition 15.

Condition 63 Water Efficiency
All new dwellings as hereby approved shall be constructed to achieve water efficiency in accordance with Policy DM25 of the adopted Chelmsford Local Plan (May 2020), aligning with the current and future iterations of the Building Regulations higher water efficiency rate or as subsequently amended, at the time of submission of the reserved matters to which the dwellings relate.

Reason:
To ensure the development reduces water dependency and would contribute to mitigating against water scarcity in Essex in accordance with Policy DM25 of the Chelmsford Local Plan.

Condition 64 NDSS Space Standards
All new dwellings shall meet or exceed the minimum floorspace standards within the Technical Housing Standards - Nationally Described Space Standards (2015) or subsequent government standard applicable at the time of submission of the reserved matters to which the dwellings relate.

Reason:
To achieve appropriate internal space through adherence to the Nationally Described Space Standards in accordance with Policy DM26 of the Chelmsford Local Plan.

Conditions Relating to the Construction Period

Condition 65 Construction Environmental Management Plan

No development within each phase or sub-phase of the development shall commence until a Construction Environmental Management Plan (CEMP) for that phase or sub-phase has been submitted to and approved in writing by the local planning authority. The CEMP shall include the following:

(i) The management and routing of construction traffic including: the location of access points for site traffic, routes within the site to be kept free of obstruction, details of the routing of construction traffic between the construction traffic access and the A12 and A120 including arrangements for any abnormal loads, any temporary traffic management/signage, parking arrangements for construction vehicles and vehicles of site operatives and visitors and cycle parking, directional signage on and off-site,
(ii) Delivery vehicles shall not be permitted to wait, queue, or circulate on the public highway when the development site is not open for deliveries,
(iii) A travel plan for construction workers including details of access routes to the site compound for staff walking, cycling and using public transport,
(iv) Measures to prevent and mitigate deposition onto the highway of soil, silt or other debris from construction vehicles including monitoring and enforcement procedures,
(v) Arrangements for the loading and unloading of plant and materials,
(vi) The location and size of site compounds and areas for storage of plant and materials,
(vii) The location and form of temporary buildings and temporary lighting, and details of the erection and maintenance of security hoardings, including the contractor company name and contact numbers covering office and out of office hours,
(viii) A scheme to control surface water run-off, prevent surface water discharges onto the highway, prevent pollution (including the incorporation of petrol/oil interceptors if necessary), and manage flood risk,
(ix) A site wide materials management plan for the handling and storage of topsoil,
(x) Measures, including the construction of exclusion zones, to prevent soil compaction in large scale planting areas, and measures to remediate soil compaction,
(xi) Measures to control the emission of dust and dirt during construction,
(xii) Measures for the control of noise and vibration during construction, including delivery and construction working hours,
(xiii) Procedures for maintaining good public relations, including complaint management procedures, community consultation and liaison,
(xiv) Management, monitoring and review of the CEMP in conjunction with the local planning authority including an assessment of cumulative impact of any committed scheme with potential additional construction traffic impact.

The approved Construction Environmental Management Plan shall be adhered to throughout the duration of the construction period of the relevant phase or sub-phase of the development.

Reason:
In the interests of highway safety, to mitigate impacts of construction traffic on the highway network and to ensure the environmental impact of the construction of the development is adequately mitigated whilst also safeguarding the amenities of the occupiers of neighbouring residential properties and future residents of the development in accordance with Policies S2, DM24 and DM29 of the Chelmsford Local Plan.

Condition 66 Construction Ecological Management Plan
No development within any phase or sub-phase of the development shall commence until a Construction Ecological Management Plan (CELMP) for that phase or sub-phase has been submitted to and approved in writing by the local planning Authority. The Construction Ecological Management Plan shall include:

(i) Risk assessment of potentially damaging construction activities to existing habitats and biodiversity features,
(ii) Identification of biodiversity protection zones,
(iii) Practical measures (both physical measures and sensitive working practices) to avoid or reduce ecological impacts during construction (may be provided as a set of method statements and include any non-licenced method statements for Great Crested Newts)
(iv) The location and timing of sensitive works to avoid harm to biodiversity features,
(v) The times during construction when specialist ecologists need to be present on site to oversee works,
(vi) Lines of communication and the role and responsibilities on site of an Ecological Clerk of Works, or similarly competent person,
(vii) Use of protective fences, exclusion barriers and warning signs,
(viii) Measures for removal of invasive species within the site.

The approved Construction Ecological Management Plan shall be adhered to throughout the duration of the construction period of the relevant phase or sub-phase of the development.

Reason:
To conserve protected and Priority Species, to allow the local planning authority to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority Habitats & Species) and in the interest of wildlife habitat protection in accordance with Policies S4 and DM16 of the Chelmsford Local Plan.

Condition 67 Ecological Enhancement Measures for Protected Species
All enhancement measures in relation to protected species, which include, but are not limited to bat and bird boxes shall be carried out in accordance with the details contained within the Environmental Statement - Chelmsford Garden Community - OPA2: Biodiversity Gain Information - Logika 13.10.23, the Environmental Statement (ES) - Chapter 9: Biodiversity and the Environmental Statement Addendum - Logika - March 2026. An ecological clerk of works (or other suitably qualified person) shall be appointed to provide on-site ecological expertise during construction. All mitigation and enhancement measures shall be completed in accordance with the approved details.

Reason:
To conserve and enhance protected and Priority species and to allow the local planning authority to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority Habitats & Species).

Condition 68 HRA Mitigation
The development hereby permitted shall be carried out in accordance with the mitigation measures outlined in the Habitat Regulations Assessment completed by the local planning authority and agreed by Natural England, as set out below:

- An orbital multi-user route wrapping around the perimeter of a destination park (Dukes Wood) including a large lake at its centre providing recreational routes for walkers, cyclists, wheelchair users and horse riders.
- A series of greenways located between the development parcels and around the site boundaries; these will provide connected green links leading to key Green Infrastructure destinations including

Park Farm Meadows and Dukes Wood Nature Park. The greenways also deliver high quality amenity space and provide opportunities for play on the way, informal recreation and relaxation space.

- A network of discovery trails, with waymarking, intended to celebrate, reference and interpret the area's rich history. The discovery trails to features interpretation boards, public art and/or landscape features.
- Signed information to residents to promote areas of recreation and to direct residents and visitors to key Green Infrastructure destinations.
- Dog waste bins.

Reason:
Mitigation in the form of on-site provision of public open space, coupled with access to a network of active travel routes and public rights of way would, in tandem with the measures to promote these alternative areas and routes to new residents of the development for recreation and dog walking, discourage regular visits to the coastal European designated sites. The mitigation measures would ensure there would be no likely adverse effects on the interest features of the Blackwater Estuary Ramsar and SPA (as part of the Essex Estuaries SAC), within the relevant Zone of Influence of the Adopted Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy, arising from the development scheme in-isolation.

Condition 69 Protection of Retained Trees & Hedges
No tree, shrub, or hedge shall be pruned, felled, or removed without the prior written approval of the local planning authority, save for any pruning, tree surgery works or felling specifically shown in the tree protection plans contained within the Arboricultural Method Statement approved pursuant to Condition 11.

Should during construction of the development, or within a period of five years of its completion, any tree, shrub, or hedge die, or become damaged, destroyed, diseased or dangerous, it shall be replaced during the following planting season by another tree, shrub, or hedge as the case may be, of a similar size and species; thereafter any such replacement planting shall be maintained or further replaced as necessary for five years after replacement.

Reason:
In the interests of safeguarding trees and hedgerows that are worthy of retention in accordance with Policies S4 and DM17 of the Chelmsford Local Plan.

Post Completion and Occupation Controls

Condition 70 Removal of PD Rights – Dormer Windows & Roof Alterations
Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order, with or without modification), no dormer windows or other forms of alterations to the roof shall be constructed to any gable fronted dwellings without the prior written consent of the local planning authority.

Reason:
To maintain the delivery of consistent overarching design principles across all parcels of the development which give a sense of place to, and create a high quality sustainable Garden Community and, one which accords with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 71 Removal of PD Rights – Walls, Gates & Means of Enclosure (Beyond Front & Side Elevations)
Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order, with or without modification), no wall, gate, or other

means of enclosure, other than approved under the reserved matters or Condition 37, shall be constructed beyond the roadside front or side elevation of the properties without the prior written consent of the local planning authority.

Reason:
To maintain the delivery of consistent overarching design principles across all parcels of the development which give a sense of place to, and create a high quality sustainable Garden Community and, one which accords with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 72 Removal of PD Rights – Hardstandings
Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order, with or without modification), the hard surfacing of front gardens of any residential dwelling shall not be carried out without the prior written consent of the local planning authority.

Reason:
To maintain the delivery of consistent overarching design principles across all parcels of the development which give a sense of place to, and create a high quality sustainable Garden Community and, one which accords with the masterplanning principles of the Stage 1 Masterplan - Development Framework Document and to assist in avoiding surface water flooding caused by any unplanned impermeable surfaces, in accordance with Policies SGS6 and DM24 of the Chelmsford Local Plan.

Condition 73 Tree & Hedge Planting Report
Within 24 months of the first occupation of any residential dwelling within any relevant phase or sub-phase of the development, or first use of any unit within the Mixed Use Areas, any unit forming part of the Willow Hill Employment Hub or the mobility hubs of the development, a tree and hedge planting report detailing the results of the first 12 month defect inspection shall be submitted to and agreed in writing with the local planning authority. Any remedial works shall be carried out in accordance with a timetable to be submitted to and approved in writing by the local planning authority.

Reason:
In the interests of creating a landscape-led development and safeguarding landscape features, which are preserved and of local importance in accordance with Policies S4 and DM17 of the Chelmsford Local Plan

Condition 74 Soft Landscaping Replacement Works
Should any tree/hedge/plant, which is so planted pursuant to this permission, be removed, uprooted, destroyed, or becomes, in the opinion of the local planning authority, seriously damaged as a result of construction works, within a period of five years from the date of planting, then another tree/hedge/plant of the same size and species as the original, shall be planted in the same place, unless the local planning authority give its written consent to any variation.

Reason:
To ensure that the built development has a satisfactory relationship with the adjoining landscape and to achieve an acceptable relationship between the development and adjacent areas of public open space, greenways, corridors, and spaces, and does not prejudice the lasting quality of the Garden Community and satisfactory arrangements are put in place to allow for the replacement of any damaged or dying planting in accordance with Policies SGS6, S4, DM17 and DM24 of the Chelmsford Local Plan.

Notes to Applicant

1 Works Affecting the Highway

The Local Highway Authority (Essex County Council) must be contacted regarding the details of any works affecting the existing highway. Contact details are Telephone: 0845 603 7631. Email: development.management@essexhighways.org.

2 Advance Payments Code

All housing developments within Essex, which would result in the creation of a new street (more than five dwelling units communally served by a single all-purpose access) will be subject to The Advance Payments Code, Highways Act 1980. The developer will be served with an approved notice within 6 weeks of building regulations approval being granted, and prior to the commencement of any development, must provide guaranteed deposits, which will ensure that the new street is constructed in accordance with an acceptable specification, to ensure future maintenance as a public highway.

3 Signal Equipment, Structures & Non-Standard Materials

Any signal equipment, structures and non-standard materials proposed within the existing extent of the public highway, or areas to be offered to the highway authority for adoption as public highway, will require a commuted sum to cover the cost of future maintenance in accordance with the highway authority's policy.

4 Public Rights of Way

Planning permission alone does not convey the right to interfere, obstruct or divert a Public Right of Way. A development, in so far as it affects a Public Right of Way, should not be started prior to the issue of a Public Path Order and the right of way must be kept open and unaltered for public use, unless, or until the necessary public path order has come into effect.

5 Active Travel Infrastructure

Active Travel England recommends that the detailed design of active travel infrastructure within, and outside the development be informed by the use of the ATE design tools, which bring together the guidance in LTN1/20, Manual for Streets, Inclusive Mobility and other key design documents, to ensure the provision of high quality infrastructure.

6 Parking Management

The South Essex Parking Partnership (SEPP) request that the Traffic Regulation Order Team are consulted with at the earliest opportunity to agree and approve the most appropriate types of parking controls for the proposed development. SEPP has requested that there are clear distinctions either by change of road surface or appropriate signage between land that will be public highway and any land that remains in private use. All necessary public highway parking restrictions and clear demarcation of private land should be agreed and implemented before occupation of the properties commence and made clear to future occupiers of the new development. You are encouraged to liaise with the SEPP through the local planning authority to discuss the Parking Management Plan, the most appropriate types of parking controls and the enforcement of those parking controls at an early stage in the detailed application process.

7 Street Naming & Numbering

The development will result in the need for a new postal address. Applicants should apply in writing, email or by completing the online application form which can be found at www.chelmsford.gov.uk/streetnaming. Enquires can also be made to the Address Management Officer by emailing Address.Management@chelmsford.gov.uk

8 Essex Police – Designing Out Crime

Your attention is drawn to the comments set out in the consultation response from Essex Police - Designing Out Crime dated December 2023, Essex Police would welcome that throughout the entirety of the development, all new homes, schools and retail/commercial provision achieve the applicable Secured by Design (SBD) accreditation. SBD ensures that minimum security standards are adhered to, whilst supporting sustainability and carbon reduction agendas.

9 Livewell Accreditation

The local planning authority and Sport England recommend that the scheme applies for the Livewell Accreditation as it aligns with many of the key health and wellbeing principles of the Garden Community. The scheme recognises the wider factors which impact upon health and wellbeing including access to healthier food, support for local employment and education facilities and inclusive communities.

The scheme is voluntary, but it encourages and rewards developers who go beyond policy requirements, use social factors to help improve physical and mental health and embed the Active Design Principles which are a key part of the Chelmsford Local Plan and the Essex Design Guide.

Further information can be accessed here: www.essexdesignguide.co.uk/supplementary-guidance/livewell-development-accreditation.

10 Natural England – Annex B Additional Advice

Your attention is drawn to the Annex B - Additional Advice appended to the consultation response from Natural England dated 16th January 2024. Specific reference is made to guidance on soil protection as set out on the Defra website 'Construction Code of Practice for the Sustainable Use of Soils on Construction Sites' and Natural England's 'Green Infrastructure Framework' which provided advise and tools on how to deliver and manage green infrastructure.

11 Active Design – Sport England

Sport England, supported by Active Travel England and the Office for Health Improvement and Disparities has produced 'Active Design' (2023), a guide to planning new developments that create the right environment to help people get more active. The guidance sets out ten principles for ensuring new developments incorporate opportunities for people to take part in sport and physical activity. The Active Design principles are aimed at contributing towards the Government's desire for the planning system to promote healthy communities through good urban design.

12 BREEAM

More information about BREEAM is available on the BRE website: www.breeam.org or contact the BREEAM office, Tel: 01923 664462.

13 Levels

You are reminded for the avoidance of any doubt that the Chelmsford Garden Community - Levels Assessment Technical Note, Project No. 60580988 prepared by Aecom dated 24th April 2026 has been submitted for illustrative purposes only to provide a high level proposal in relation to comments raised by the local planning authority regarding the Dukes Wood Sports Pitches, Gypsy and Traveller Site and the primary active travel route near Park Farm Village Centre. Detailed discussions in relation to levels will need to form part of the pre-application scheme work associated with the relevant reserved matters submissions.

14 Drainage

Under Section 23 of the Land Drainage Act 1991, prior written consent from Essex County Council as Lead Local Flood Authority, is required to construct any culvert (pipe) or structure, to control or alter the flow of water, within an ordinary watercourse. Ordinary watercourses involve ditches, drains and any other networks of water, which are not classed as main river.

15 Essex & Suffolk Water

Essex & Suffolk Water are keen to support developers and NAV's to adopt building designs, which meet a challenging, but achievable target of 90 litres of water per person per day (per capita consumption) and to help monitor post occupation water consumption to ensure that the builds are as water efficient as possible. The water authority is also keen to work with developers and NAV's around minimising consumption of water during the construction phase to enable minimisation of predicted impacts to new and existing customers. Essex & Suffolk Water would welcome early discussions prior to work commencing on the detailed applications.

16 Essex Fire Service

Your attention is drawn to the comments set out in the consultation response from the Essex Fire and Rescue Service dated 23rd March 2026.

17 Hours of Work During Construction

In order to cause minimum nuisance to neighbours, the applicant is strongly advised to follow guidelines for acceptable working hours set out by the Council's Public Health and Protection team.

Noisy Work

- Can be carried out between 0800 and 1800 Monday to Friday
- Limited to 0800-1300 on Saturdays
- At all other times including Sundays and Bank Holidays, no work should be carried out that is audible beyond the boundary of the site

Light Work

- Acceptable outside the hours shown above
- Can be carried out between 0700 and 0800; and 1800-1900 Monday to Friday

In some circumstances further restrictions may be necessary.

For more information, please contact Chelmsford City Council Public Health and Protection Services, or view the Council's website at www.chelmsford.gov.uk/construction-site-noise

18 Net New Dwellings

Please note that the Council will contact you at least annually to gain information on projected build out rates for this development. Your co-operation with this request for information is vital in ensuring that the Council maintains an up to date record in relation to Housing Land Supply.

19 s106 Agreement

You are reminded that this permission is also subject to a legal agreement, and that the terms of this agreement must be complied with.

20 RAMS Contributions

The Council has introduced a simple scheme to collect financial contributions from residential developments which will be used to fund mitigation measures. Please make your payment online: https://forms.chelmsford.gov.uk/planning-rams/.

Should the development go ahead in the absence of mitigation you could be in breach of the Conservation of Habitats and Species Regulations 2017.

Further information is available at https://www.chelmsford.gov.uk/planning-and-building-control/essex-coast-rams/.

21 CIL

The proposed development is liable for a charge under the Community Infrastructure Levy Regulations 2010 (as Amended) which will be applied to any Reserved Matters application(s) submitted in connection with this outline application. Reserved Matters application(s) must be accompanied by a CIL Additional Questions Form as well as CIL Form 2 - Claiming Exemption or Relief if claiming Social Housing relief. Further details and links to these forms are available on the Council's website at www.chelmsford.gov.uk/cil.

22 **DOC Applications**

The permission is subject to conditions, which require details to be submitted and approved by the local planning authority. Please note that applications to discharge planning conditions can take up to eight weeks to determine.

Positive and Proactive Statement

The Local Planning Authority provided advice to the applicant before the application was submitted and also suggested amendments to the proposal during the life of the application. The Local Planning Authority has assessed the proposal against all material considerations including planning policies and any comments that may have been received. The planning application has been approved in accordance with the objectives of the National Planning Policy Framework to promote the delivery of sustainable development and to approach decision taking in a positive way.

For Approval

Drawings

01660B_S03 Rev P01 – Site Plan
01660B_S01 Rev P02 – Location Plan
01660B_MP_01 Rev P3 – Illustrative Masterplan
Land Use Parameter Plan – 01660B_PP_05 Rev P03
Land Use Parameter Plan Alternative – 01660B_PP_01 Rev P05
Green Infrastructure Parameter Plan – 01660B_PP_07 Rev P03
Green Infrastructure Parameter Plan Alternative – 01660B_PP_03 Rev P06
Access and Movement Parameter Plan – 01660B_PP_06 Rev P03
Access and Movement Parameter Plan Alternative – 01660B_PP_02 Rev P08
Building Heights Parameter Plan – 01660B_PP_08 Rev P02
Building Heights Parameter Plan Alternative – 01660B_PP_04 Rev P04
GA1a (GA1 Rev P9) – RDR1 Site Access Rev P1,
GA1 REV P4.DWG Rev P1 – RDR1 Existing Plan

Environmental Statement

Environmental Statement Volume 1 Main Text & Figures – Chelmsford Garden Community Zone 2 prepared by Logika Consultants dated October 2023
Environmental Statement Volume 2 Appendices to Support ES Volume 1 – Chelmsford Garden Community Zone 2 prepared by Logika Consultants dated February 2023
Environmental Statement Volume 3 Non-Technical Summary prepared by Logika Consultants dated October 2023
Environmental Statement Addendum – Chelmsford Garden Community Zone 2 prepared by Logika Consultants dated November 2024
Environmental Statement Addendum – Chelmsford Garden Community Zone 2 prepared by Logika Group dated March 2026

Documents & Reports

Chelmsford Garden Community Development Framework Document – 13th January 2023 Rev B
Chelmsford Garden Community - Site Wide Employment Statement prepared by Quod dated July 2023
Chelmsford Garden Community Biodiversity Net Gain Site Wide Strategy prepared by Logika Group dated 30th August 2023
Chelmsford Garden Community Site Wide Principles Document prepared by JTP dated June 2024
Chelmsford Garden Community Site Wide Stewardship Statement: Final prepared by DWD dated 2nd July 2025.
Site Wide Healthcare Provision – Chelmsford Garden Community Ref: 15890 prepared by 3rd December 2025

Agent Letter dated 22.11.24
Agent Letter dated 04.03.26
Agent Letter dated 10.03.26
Agent Letter dated 22.05.26
Planning Statement – Chelmsford Garden Community Zone 2 Rev 2 prepared by DWD dated May 2026
Development Specification – Chelmsford Garden Community Zone 2 prepared by DWD dated May 2026
Design & Access Statement: Chelmsford Garden Community Zone 2 – May 2026
Statement of Community Involvement – Chelmsford Garden Community Zone 2 dated March 2023
Position Note: Housing Matters dated 08.05.26

Strategic Development – Chelmsford Garden Community Ref: B3553RF1 prepared by Essex Highways & Ringway
Jacobs Trip Calculations Spreadsheet dated 21.09.22
Trip Calculations Spreadsheet Feb 2023 Rev C
Active Travel England Checklist Technical Note – Chelmsford Garden Village Zone 2 dated 27th November 2023
Active Travel England Planning Application Assessment Tool – Appraiser Report Spreadsheet dated 28th November 2023
s106 Specification – Monitor and Manage Fund prepared by Mayer Brown
Green Infrastructure Strategy – Chelmsford Garden Community Zone 2 Ref: BMD. 22.0017.RP.001 prepared by BMD dated November 2024
Sports Strategy – Chelmsford Garden Community Zone 2 Ref: BMD.22.0017.RP.002 prepared by BMD dated November 2024
Sports Strategy & GI Strategy Consultant Response – Technical Note Ref: BMD.22.0017.TN.001 prepared by BMD dated March 2026
Technical Note: Supplementary Table: All Through School Indoor Joint-Use Facilities Schedule Ref: 15260 dated 28th April 2026
Arboricultural Impact Assessment Note – Chelmsford Garden Community Zone 2 Ref: SHA 743 AIA prepared by Sharon Hosegood Associates dated December 2022
Flood Risk Assessment – Chelmsford Garden Community Zone 2 Ref: 60580988-ACM-XX-XX-RP-DR-000001 prepared by AECOM dated April 2026
Outline Drainage Strategy – Chelmsford Garden Community Zone 2 Ref: 60580988-ACM-XX-XX-RP-DR-000002 prepared by AECOM dated April 2026
Technical Note AE-2024-129161 02 – Chelmsford Garden Community: Environment Agency Consultation Response prepared by AECOM dated 02.06.26
Technical Note: Chelmsford Garden Community Zone 2 – Great Crested Newts Licensing Ref: 13032A-R18-01 dated 22nd April 2026
CGC Hanger- Visual Structural Inspection Report – Chelmsford Garden Community Zone 2 prepared by AECOM dated November 2024
CGC Hanger - Investigations and Potential Remedial Works Ref: 60580988 prepared by AECOM dated November 2024
Written Scheme of Investigation for Trial Trenching Evaluation – Chelmsford Garden Community OPA Ref: 60687389 prepared by AECOM dated Nov 2023
Chelmsford Garden Community OPA2 – Economic Strategy prepared by Quod dated October 2024
Chelmsford Garden Community OPA2 – Economic Strategy prepared by Quod dated May 2026
Education Strategy – Chelmsford Garden Community Ref: Q210432 prepared by Quod dated July 2025
School Land Compliance Study – Chelmsford Garden Community Zone 2 prepared by DWD dated November 2024
Health Impact Assessment (HIA) – Chelmsford Garden Community Zone 2 Ref: Q210432 prepared by Quod dated October 2023
Community Facilities Strategy (including Education Strategy and Sports Facilities Management Plan) Ref: Q210432 prepared by Quod dated October 2023
Energy and Carbon Strategy – Chelmsford Garden Community Zone 2 prepared by Turley dated October 2024
Sustainable Development Checklist
Sustainability Strategy – Chelmsford Garden Community Zone 2 prepared by Turley dated November 2024
Waste and Circular Economy Strategy – Chelmsford Garden Community Zone 2 prepared by Turley dated October 2024
Waste Infrastructure Impact Assessment – Chelmsford Garden Community Zone 2 Ref: 60580988-ACM-XX-XX-RP-MI-000001 prepared by AECOM dated November 2024
Minerals Infrastructure Impact Assessment – Chelmsford Garden Community Zone 2 Ref: 60580988-ACM-XX-XX-RP-MI-000002 prepared by AECOM dated November 2024
Zone 2 Phasing and Mineral Extraction Note June 2026
Written Scheme of Investigation for Geophysical Survey – Chelmsford Garden Community Zone 2 Ref: 60580988 prepared by AECOM dated March 2022
Hydrogeological Technical Note – Chelmsford Garden Community Zone 2 Ref: 60580988 prepared by AECOM dated November 2024
Geotechnical Desk Study Report – Chelmsford Garden Community Zone 2 Ref: 60580988-ACM-XX-XX-RP-GE-000001 prepared by AECOM dated October 2023
Utilities Appraisal Report – Chelmsford Garden Community Zone 2 Ref: T2225 prepared by TriConnex dated February 2023
Outline Levels Strategy and Minerals Supply Audit – Chelmsford Garden Community Zone 2 Ref: 60580988-ACM-XX-XX-RP-CE-000001 prepared by AECOM dated November 2024

WEB
03FCOM

Financial Viability Report – Chelmsford Garden Community prepared by Turner Morum dated January 2026

For Illustrative Purposes

Technical Note: Chelmsford Garden Community Levels Assessment Ref: 60580988 prepared by AECOM dated 24th April 2026
01660B_S_04 Rev D03 – Demolition Plan

For Information Purposes

ECC Approval of Details Notice in relation to Condition 41 of ESS/147/20/CHL dated 26.07.24
Approval of Works under Section 23 Land Drainage Act 1991 – ECC letter dated 28.07.22

Drawings

CGC OPA2
Illustrative Masterplan
for CLQ

Drawing No. 01660B_MP_01
Scale @ A1 1:5000 Rev P3

0 50 100 150 200 250m

jtp

Consultations

The most recent representation from each consultee has been summarised below and where consultees have made additional representations to cover each iteration of the application, previous representation dates have been referenced. All representations can be viewed in full on the Chelmsford City Council website.

Chelmsford Garden Community Council

Comments
10.04.26 • Gypsy & Traveller Site – The proposals for land earmarked as a site for travelling show people is proposed to be changed to a gypsy and traveller site. Since there is an existing provision for gypsy and travellers at Drakes Lane, it is considered the provision should remain for travelling show people to meet that local need. • T2 Hanger – Hanger does not appear to be shown on the masterplan. Retention of the building should not result in either a loss of amenity space or community facilities. Further detail should be provided to understand the outcome of the retention of the building; if it is to be used for a future community use, it would need to be fit for purpose. 13.12.24 • NE Bypass – Application heavily reliant upon construction of the CNEB to manage traffic volumes using the development and surrounding areas. Phase 1a granted planning permission but clear the remainder of the route would be delayed for a considerable period as it is unfounded and could never be completed. Burden of traffic therefore highly detrimental. • Traffic Modelling – Substantial ongoing development in Great Leighs and opposite Great Notley; additionally substantial traffic movements arising from the new railway station. Appropriate traffic management to be addressed prior to determination of the application. • Location of New Properties – Number of dwellings to be constructed close to main access roads; need to landscape or make provision for noise reduction for future residents. • Public Transport – High reliance upon bus travel and bus gates. Existing bus services are managed by private companies with no control over the provision of the service. Private companies have altered services in accordance with business needs with reduced services and residents resuming car travel. Developers cannot guarantee standards of service. • Parking Strategy – Presumption that the 15 minute neighbourhood would reduce car use; unrealistic to suggest a reduced amount of parking would be required. Parking Strategy – note reference to reduced provision over a ten year period and potential to remove parking provision to accommodate new homes but with no mechanisms suggested regarding management. 5 bed dwellings could be left with access to one parking space leading to parking issues. • Levels of Parking Provision – Concern that retail areas, Park Farm Community Hub and schools would have little parking. Parking issues have arisen in Beaulieu Square and adjacent Beaulieu Park School demonstrating that proposal is unrealistic. Working patterns prevent all children walking to school. Students also attend from a wide catchment area and are driven to school. Need to accommodate a drop off and collection area above the extremely limited parking provision. • Heritage – Need for a heritage strategy to ensure heritage is respected especially in relation to the former use of the site as an airfield in World War II, examples, history trails, heritage assets and structures and the re-siting of the Boreham Airfield War Memorial.

- Building Heights – Consideration to be given to the character of the area noting the reference to 5 storeys.
- Carbon Strategy – Reference to a strategy but no proposals relating to the installation of solar panels or air source heat pumps; requirement for such provision given the current Climate Emergency.
- Stewardship – Proposals refer to CGCC being the stewardship body and funding and managing all stewardship within Zone 2; contrary to existing proposals. Application should not be permitted until considered and agreed proposals are in place regarding effective stewardship.
- Parish Hall & Stewardship Building – Further detail is required regarding asset management prior to CGCC considering stewardship.
- Joint Use Provision – Majority of sports provision is proposed to be managed by the school. Current experience demonstrates facilities are only accessible to a limited number of people who are members of specific sporting clubs thereby alienating most residents from using the facilities. Facilities should be accessible to all.
- Sports Provision – Provision centres around football and cricket with no consideration given to other sports. No explanation regarding linkage to the needs of the community.
- Dukes Wood – Reference to a pavilion and pitches but no mention of stewardship of the facilities.
- Past Experience – No indication that lessons have been learnt from the problems associated with the existing development; concerns regarding repetition.

11.12.23

- Highway Infrastructure – Impact of new development on existing highway infrastructure, which is already highly congested. Development based on the construction of the North-East Bypass; unclear if it will ever be completed and join the A131 near Chatham Green. Permission should be contingent on completion of the NE Bypass.
- Parking Provision – Concerns regarding lack of provision; laudable to reduce car use but can present practical problems.
- Public Transport – Aim for substantial use of public transport; current experience of commercial companies running the bus services indicated that they do not necessarily meet community need and may not reduce car use or attain public transport use envisaged. Car use and parking provision need to be considered within the design.
- School Parking Provision – Recent experience and the attendant congestion, indicates an area in front of any future schools to house a drop off/collection point to reduce congestion within the area should be provided. Inevitable cars will be used in inclement weather, commitments elsewhere or for children not living within the vicinity of the school.
- Cycle Routes – Lack of connectivity to the city centre; better integration of cycle routes to networks within the area required.
- EV Use – Concerns regarding appropriate provision to charge electric vehicles; if greener alternatives are to be encouraged, then associated infrastructure needs to be made available.
- Healthcare Provision – Insufficient provision for medical facilities for the development. Beaulieu medical centre overdue and once opened will be full to capacity. Concerns new centre would not be open for a considerable time placing an intolerable burden on local health facilities. Temporary medical facilities should be provided in the meantime.
- Pharmacy – No plans for a pharmacy at the Beaulieu medical centre and no mention a facility is required in the Garden Community.
- Housing – Lack of explanation/clarity regarding the housing mix, affordable housing percentage and retirement housing provision. Affordable housing to be assimilated into the community and not isolated in 'islands' as in the current development.

- Community Facility – Wide ranging review of community need required before work commences on the building; vague mention of a library. Reference to 'community centre model', which ignores other possible uses and the potential needs of the community. Conversion of an old farm building to a community centre may result in a facility which does not meet the needs of the community.
- Sports Facilities – Land should be set aside for a swimming pool facility to allow future delivery; concern that setting aside CIL funding will not result in delivery.
- Joint Use Provision – Consideration to be given to whether joint use provision would provide the widest possible accessibility for residents to facilities. Public authority might be better placed to operate.
- Stewardship – Explanations on stewardship of land and facilities are not entirely in accordance with current discussions and negotiations. Planning permission should not be granted until stewardship arrangements have been agreed.
- Dukes Wood – Concern that reference to a 'Destination Park' would result in residents paying for a facility which is used by the wider Chelmsford area; may be deemed inequitable.
- Tree Planting – Consideration should be given to species selection (three trees per dwelling requirement) to avoid problems for future householders as experienced in other parts of the existing development.

Little Waltham Parish Council

Comments
16.12.26 Little Waltham Parish Council have raised concerns regarding infrastructure and the increase in traffic which will affect Little Waltham and the surrounding areas. A section of the Beaulieu Parkway Relief Road is now delayed due to funding; query whether completion of the Relief Road and the necessary infrastructure could be tied to the planning application as a condition. Little Waltham Parish Council have requested that the provision of services, such as a Doctors Surgery, should be included as a condition of any planning permission to try and help ease the pressure on the local Doctors Surgeries which are already overwhelmed with patients.

Braintree District Council

Comments
31.03.26 Braintree District Council welcomes that the development proposes additional infrastructure and uses to accompany the residential element of the scheme. The residential element of the scheme is not quantified in the description of development, whilst it may be embedded within the documentation of the application it should be contained in the description of development. No specific comments; the application should be determined in line with the City Council's policies and with due focus on the impact upon the highway network which has cross boundary implications.

CCC Parks & Green Spaces

Comments
24.03.26 Parks & Green Spaces concur with the comments of the Leisure & Heritage team (below).

CCC Leisure & Heritage Services

Comments
12.03.26 All Through School (ATS) • Amendments - The latest documents have directly responded to previously raised issues. • Facilities - All sports facilities associated with the ATS, including fitness studios and the fitness suite, will also be available for the use of the wider community in a standalone building, allowing it to operate outside of school hours. • Community Use Agreement - Provision for the community use of the facilities should be secured through a site specific s106 Agreement, or by condition, as appropriate. Securing a Community Use Agreement covering access to the facilities at the ATS is critical. • Design of Facilities – Due to multiple stakeholders, and as the facilities may be designed, specified and built ahead of the final operator and operational model being in place, the design of the facilities to be made available to the community should have early consideration, to ensure successful delivery and long-term sustainability. Account should be taken of the opportunity to enable daytime community use of the fitness facilities, which would significantly increase the sustainability of the operation. • Engagement with Sport England – Sport England and the City Council should be re-engaged and consulted ahead of the design stage on the proposed layout, to ensure the most effective use and maximisation of the site. • Parking – Input can be provided on car parking numbers to ensure provision is at an appropriate level for the demand on the community use facilities to ensure the use of outdoor and indoor community use facilities can be maximised, especially at peak times. • Operation of the Facilities – The City Council previously requested the first opportunity to operate the indoor and outdoor facilities for community use at the ATS. Current thinking would suggest that the operator would likely be the academy, however, a discussion between the relevant parties and stakeholders is recommended before this, and the Community Use Agreements are confirmed. The proposed operator of the facilities, if clarified at an early stage, should input into the design process. The earlier in the process the final operator can be identified and input into the design of the scheme, the better from an operational perspective, the outcome and success of the facilities will be for the local community. Community Centres • Community Spaces – The centres at the village centres should be designed flexibly to permit indoor fitness activity e.g. keep fit, dance, martial arts, aerobics, yoga etc. Flooring, materials, lighting, storage and air handling/ventilation are examples of the types of considerations, to successfully enable such activities in a community hall environment. T2 Hanger • General – The T2 Hanger could be considered a potential location for an indoor racket facility e.g. tennis, Padel, subject to viability.

CCC Public Health & Protection Services

Comments
17.03.26

No further comments.

The Service had previously commented as follows:

- Contamination – A condition should be included to address the potential for contamination.
- EV Charging - Residential development should provide EV charging point infrastructure to encourage the use of ultra-low emission vehicles at the rate of 1 charging point per unit (for a dwelling with dedicated off-road parking) and/or 1 charging point per 10 spaces (where off-road parking is not allocated).
- Noise – Dwellings should be constructed so that the internal noise levels meet the standards of BS8233:2014 – Guidance on Sound Insulation and Noise Reduction for Buildings, so that the internal noise levels in bedrooms at night (23:00-07:00 hours) with windows closed should not exceed 30dB(A) LAeq. The internal noise levels in habitable rooms during the day (07:00-23:00 hours) with windows closed should not exceed 35dB(A) LAeq.

CCC Housing Standards Team

Comments
13.11.23 No comments on the application.

South Essex Parking Partnership

Comments
No response.

ECC Major Development & New Communities

Comments
08.04.26 & 29.04.26 Essex County Council (ECC) has worked with Chelmsford City Council (CCC) to inform the design of the proposed Chelmsford Garden Community (CGC) throughout the planning policy, masterplanning and planning application processes to ensure that it can deliver to the quality and infrastructure required of a TCPA (Town and Country Planning Association) Garden City principles compliant development. This includes the preparation of an overarching Development Framework Document (DFD), Planning Framework Agreement (PFA) and Infrastructure Delivery Plan (IDP). ECC have also worked very closely, and positively engaged, with CCC and the applicant, in helping to shape and refine the planning application for CGC Zone 3 through pre- and post-submission discussions and consultations; with the amendments to the proposal that have been made, and draft conditions and S106 Heads of Terms, which have been agreed, and agreed in principle, respectively, we have no outstanding issues with this planning application. The next stage of the process, concluding the PFA and the site specific S106 agreement, will be critical to ensure that both the on- and off-site infrastructure requirements that are needed to mitigate the development's impacts, and

ensure compliance with the TCPA Garden City principles, National Planning Policy Framework (NPPF) and Chelmsford Local Plan, are secured. Discussions between the local authorities and the applicant on infrastructure requirements and funding have made good progress. As part of these ongoing discussions, ECC will be seeking to agree safeguards to secure guarantees around S106 payments to protect infrastructure delivery across the development.

Placemaking

ECC has no further comments to make.

ECC has been actively engaged in the preparation of the DFD masterplan, which was approved by the CGC Cabinet on 24th January 2023, as well as the forthcoming IDP and the PFA for the Garden Community. The documents are critical in shaping the design, quality, implementation and on-going management and maintenance of the CGC. ECC have been part of a collaborative approach alongside the local planning authority and the Developer Consortium, which has resulted in post outcomes.

The DFD has been prepared on a 'land ownership blind' basis, which is a welcomed approach to ensure that the Garden Community can function as one place with a sense of cohesiveness and belonging. ECC welcomes considerations of interfaces and key edges, both internal and external to the site within the Design and Access Statement.

ECC expects the development to be designed and delivered to the TCPA Garden City Principles.

Long-Term Stewardship

ECC noted the stewardship is not specifically referenced within the draft s106 Heads of Terms in the applicant's Planning Statement. ECC would expect specific obligations on stewardship to be included within the s106 Agreement, to align with the agreed Heads of Terms for Zones 1 and 3.

s106 Heads of Terms and Conditions

The draft S106 Heads of Terms (Planning Statement, Chapter 9) has been reviewed and updated to reflect the PFA and ECC's corporate responses, as appropriate. All costs referred to in this response are indicative at this stage and have been based on ECC's standard formulas within the Essex Developers' Guide to Infrastructure Contributions 2024 (Developers' Guide) and indexed to Q1 2024 unless otherwise referenced. However, we recognise that there is an unequal relationship between the CGC Developer Consortium in terms of on- and off-site infrastructure delivery to support the development, and this is to be off-set via equalisation of contributions for education provision as set out in the PFA and IDP. ECC have included both their standard calculation for education contributions, and also the Consortium's equalisation split / apportionment within the IDP (where appropriate) for context.

ECC recommended that the following topics are scoped into the draft Heads of Terms:

- Stewardship – ECC requests that this includes a specific requirement to prepare a Stewardship Strategy and Business Plan, as well as financial contributions, transfer of assets, governance etc, as appropriate in line with Zones 1 and 3 Heads of Terms.
- Standalone Early Years and Childcare Settings – ECC requests that this includes key obligations such as (i) land triggers and option periods, (ii) building specifications, (iii) marketing periods, (iv) market sector rent, (v) financial contributions to deliver the facility (including indexation etc) and (vi) any other necessary obligations in relation to the design, siting, compatible uses etc.
- Primary Schools with co-located Early Years and Childcare Settings and Secondary School – ECC requests that this includes (i) agreed land option periods and financial contribution payment profiles, (ii) agreed final levels, particularly for the All Through School site, (iii) suitable school environment and safe walking routes, which includes fronting onto a traffic free area, (iv) financial contributions towards secondary and primary school provision (including blended rates, indexation etc), (v) financial contributions towards early years and childcare provision (including indexation etc), (vi) financial contributions towards sixth form provision (including indexation etc) (vii) financial contributions towards any abnormal costs associated with any design codes,

drainage features or any other considerations that would impact on the education sites, including any additional costs and maintenance, (viii) financial contributions towards, and/or physical delivery of, mitigation measures identified in the Land Compliance Study, particularly for deferred 'will meet' items, other assessments, or as advised by ECC, including (but not limited to) adequate screening for the All Through School as a result of level changes on the western and southern boundaries, adequate drainage for the All Through School site and off-site noise mitigation for Willow Hill Primary School and the All Through School, as required, to ensure stipulated noise levels will be met.

- Temporary Education Measures – ECC requests that this includes agreed financial contributions for the 'Temporary Education Support Fund'.
- Community Use – ECC requests financial contributions associated with non-standard facilities for joint/community use and/or sports pitches and will use 'reasonable endeavours' to deliver this. ECC understands that this would be fully funded by Zone 2, however should this situation change, ECC requests that this includes a portion of the total cost to support community use at the All Through school site which is expected to be c56% based on dwelling numbers (including indexation etc).
- Special Educational Needs and Disabilities – ECC requests that this includes key obligations such as financial contributions (including standard costs, indexation), and any other necessary obligations in relation to design, siting etc.
- Sixth Form & Post-16 Learning – ECC requests that this includes appropriate financial contributions (including standard costs, indexation etc).

- Libraries & Adult Community Learning – ECC requests that this includes obligations relating to provision within the community building as appropriate.
- Employment & Skills – ECC request that this includes reference to the Economic Strategy and the need for an Employment and Skills Plan and associated measures and contributions, as appropriate; it should also include financial contributions towards post-16 provision. ECC also recommends the s106 secures the timely delivery of serviced plots in advance of the proposed marketing plan.
- Specialist Accommodation – ECC recommends that this includes reference to social housing for older people and adults with disabilities, as appropriate.
- Biodiversity Net Gain – ECC requests that this includes the 20% site-wide targets (excluding education land, which would be captured by relevant legislation) and other appropriate obligations to ensure targets are delivered across the Garden Community.
- Movement & Access – ECC requests that this includes:
  - provision of bus services and specification,
  - travel plan provision including appropriate targets (such as modal share) and fees,
  - travel information packs,
  - Monitor and Manage Strategy and Fund (Modal Share Penalty Payments),
  - financial contribution to improvements to Roundabout 4 (CNEB/Remembrance Avenue/Beaulieu Parkway),
  - car club,
  - £12,000 contribution for street lighting improvements to Broomfield Bridleway 18 (west of Essex Regiment Way),
  - provision of toucan crossing on Beaulieu Parkway near Commonwealth Link roundabout,
  - CNEB mineral conveyor bridge highway upgrade works costs,
  - CNEB multi-modal highway bridge adoption upgrade works,
  - New pedestrian/cycle bridge crossing No. 1 of CNEB (southern),
  - New pedestrian/cycle bridge crossing No. 2 of CNEB (northern),
  - Safeguarding of land at Essex Regiment Way for potential toucan crossing near to Nabbotts Farm Roundabout, as shown on Drawing No. MBSK241111-1 Rev P1

  and any other such appropriate obligations as detailed in the application and ECC responses.
- Minerals – ECC recommends that this includes references to a communication plan and marketing strategy in relation to ongoing minerals extraction.
- Monitoring – Bespoke ECC fees for monitoring s106 obligations and travel plans due to scale and complexity of the proposed development.

ECC has actively engaged with CCC and the applicant (as well as the wider Developer Consortium) on the PFA which will help shape the site specific s106 Agreements for each planning application.

Conditions

ECC has recommended conditions to help make the proposal acceptable and in line with its position on the planning application as set out in the corporate responses.

Movement & Access

ECC is now able to withdraw its objection to the proposal on highway and transport grounds subject to satisfactory completion of a site specific S106 planning obligation agreement and imposition of recommended conditions on any permission granted to it.

The further submission of documents and drawings has been reviewed, and the following response is offered. ECC note that several drawings refer to specific matters that we consider need to be controlled by the agreed conditions.

Detailed Site Access Plans

The form of the proposed new site access junction with Beaulieu Parkway (RDR1 Site Access Drawing No. GA1a (GA1 Rev P9) Rev P1 (TA Appendix D) is significantly improved from the original proposal and would principally be a left in, left out, priority junction to avoid any risk from queuing back to the CNEB roundabout and reduce delay on what will remain a locally strategic road. The arrangement should also advantage buses, taxis and powered two-wheelers by enabling them to turn right into the development from Beaulieu Parkway, when general traffic may not.

The layout of the proposed access and traffic signal-controlled crossing between the new site access junction and Roundabout 4 (CNEB/Beaulieu Parkway) is acceptable in principle, although as of April 2026, the Designers response to problems raised in the Stage 1 Road Safety Audit including revised Drawing No. GA1 (GA1 Rev P9) Rev P2 had not been responded to by the Audit Team. The conclusion is to be reported once complete. A condition is required to secure full details and delivery of the access and crossing including CCTV enforcement of the bus lane at the appropriate time. The use of the proposed bus lane by construction traffic (as an access point) shall be considered through the CEMP condition. The Council's costs for making the traffic regulation orders required would also need to be paid by the developer.

A suitably worded condition is required to ensure the existing field access from Beaulieu Parkway is stopped up at the appropriate time.

Access & Movement Parameter Plan (01660B_PP_02 Rev P06)

The majority of matters regarding the plan have been satisfactorily addressed on the revised plan. The remainder can be secured by reserved matters/conditions, as set out elsewhere within the response. The Alternative Access & Movement Plan is essentially the same (only use at Hawthorn Village centre differs) and there is no apparent reason that it should not be substituted if desired.

The Zone 1 developer will complete the permanent primary street junction(s) at the access from Albatross Way in accordance with the approved details and at the appropriate time to link with Zone 2. The interface, as with all the links between zones will need to be carefully considered. The reason for the dogleg in the north-south active travel route within Zone 2 in this area, however, is still not clear.

Given the future importance of the route to residents of Hawthorn Village, it is recommended that flexibility is retained in the layout of the primary active travel route between the southern bridge and Hawthorn Village Centre. The approach is necessary to ensure a good arrangement for users of the route is delivered, which could reduce whole life costs for the infrastructure compared with the illustrative layout.

A prospectively temporary arrangement may be provided for the access to roundabout 7 of the CNEB/NRDR, conditional on a planning application having not been submitted for, and funding not being secured for CNEB Phase 2 in advance of Zone 2 having submitted a reserved matters for the relevant phase (see also CNEB Bridges below). All additional land required to deliver Junction 7 to the east of the currently safeguarded area, needs to be safeguarded otherwise an arrangement suitable for CNEB Phase 2 to interface with, would need to be implemented. Every effort should be through a 'temporary' arrangement to ensure that access can be maintained to the Travelling Show People (*Note: now Gypsy and Traveller site*) and Hawthorn Village through construction of Phase 2 including for emergency services. An arrangement may be 'temporary', however the

detailed design and construction infrastructure would be expected to be to permanent standards.

Other Illustrative Plans for Supporting Highway Improvements

An alternative location for a new toucan crossing on Beaulieu Parkway, just east of the Commonwealth Link junction (Roundabout 3) would be required, which adequately addresses concerns about the indirectness of the active travel route if it were to be installed as shown in Figure 6.6 of the Transport Assessment (approx. 60m from the roundabout). Full details and delivery of the crossing, including the treatment of the existing prematurely installed uncontrolled crossing and path (which would become redundant) need to be secured.

The drawings (TA Appendix D) numbered MBSK240909-02 Rev P5 – Active Travel Corridor Upgrade RDR to Generals Lane, MBSK240909-1 Rev P2 – Beaulieu ATR Upgrades, MBSK241016-1 Rev P3 – Shared Route Along the North Side of Channels Drive between Roundabout 3 and the Channels Drive Toucan Crossing and MBSK250818-1 Rev P2 – Cranham Road Uncontrolled Crossing are acceptable in principle. Full designs and delivery of the schemes need to be secured appropriately (conditions). Several matters need to be addressed through the detailed design of each scheme including Stage 2 Road Safety Audits.

Other Active Travel Route Matters

A general wayfinding scheme for Zone 2, as for Zones 1 and 3, must be secured through the Detailed Design Code condition.

A separate condition is recommended to secure provision of signage to positively direct people to Beaulieu Park via the bridge to the north and via the controlled crossing on Beaulieu Parkway to the south of Footpath 8; this is not noted in the IDP as suggested in the Mayer Brown Transport Response Note.

IDP C41a – Wayfinding Signs within Beaulieu would have a very small cost for the benefit, which would be greater for the new residents; this needs to be delivered much sooner than by the occupation of 1820 dwellings within Zone 2. One of the routes would primarily relate to Zones 1 and 3 (combined 2,750 dwellings plus other uses), which are likely to be complete by this trigger; seen in this context an occupation trigger of 50 dwellings for Zone 2 (approximately 700 dwellings overall for the Chelmsford Garden Community) for delivery is considered reasonable. A planning condition is recommended.

Active travel routes would be provided by the Beaulieu development to link Regiment Gate with Bridleway 18 (part of the longer routes south and west) and Zone 2 to Beaulieu Park Station (parallel to Generals Lane); whilst these are necessary for Zone 2, they do not, therefore, need to be included within the Zone 2 transport improvements package.

The cost estimate for the aspirational active travel route from Hawthorn Village to Beaulieu Station (envisaged in the DFD) is incorporated into the total Monitor and Manage Fund, and as such the benefit of such an upgraded route would be judged against alternative schemes should the fund be triggered.

Design & Access Statement
Phasing

A comprehensive phasing strategy is required including for delivery of the interim transport routes including bus stops, new routes and improvements to others proposed; this must be covered by an appropriately worded condition and/or reserved matters, as appropriate. Interim extensions of bus services C8 and C12 (with suitable turning circles)

are required to service Phase 5 (east of CNEB) for example.

ECC recommends interim provision of day-to-day amenities early within Parcels R04 and R05 (for example, a corner shop within 100 occupations), as most residents of these areas would essentially be dependent on private cars and home deliveries until amenities are provided at Willow Hill Village Centre, which could be a very long time. The best time to achieve behaviour change to sustainable transport is on moving home, but this is much less likely than in other parts of CGC, with higher existing connectivity (see also comments under Transport Assessment below).

Similarly, the provision of a range of amenities within the Willow Hill Village Centre needs to be ensured/underwritten until the Park Farm Village Centre is occupied, of higher non-car to car trip ratios are to be achieved. The area would also have the higher 'early-rate' car parking standards, which would provide less incentive to take up non-car modes.

Phase 1 includes the Willow Hill Employment Area to the north of the NRDR. First occupation of this area should also be a trigger for the provision of the shuttle bus (and associated bus stop and turning facilities) in Stage 1 of the Bus Strategy and alternative shared transport initiatives through the travel plan to enable workers to reach the site without having to drive themselves.

The wayfinding scheme that should encourage use of routes via Remembrance Avenue instead of the verge along Beaulieu Parkway is required for Phase 1 and, similarly, to use alternative routes to Footpath 8 later.

A construction traffic management plan (or plans) needs to be secured by condition.

20mph is recommended (tipping the balance most in favour of walking, wheeling and cycling), as well as for safety reasons.

Parking Strategy & Car Club

The submission, approval and implementation of a Car Parking Management Strategy (or strategies) for Zone 2 is required in line with the DFD and PFA; this will need to evolve through the different reserved matters. The parking strategy will be instrumental to the success of transport and other objectives for the CGC. The initial 5 year baseline parking standard period has been agreed as starting from approval of the first relevant reserved matters. The phasing of the parking standards is more relevant to Zone 2 due to the longer overall build time extending over multiple 5 year periods. Numeric standards are presented in the DFD, however, the strategy needs to be comprehensive to support the Movement strategy and other objectives.

Further the PFA and policy, the multiple benefits of a car club need to be secured through a s106 planning obligation. The CGC wide proposal in the IDP is referenced in the Zone 2 Framework Travel Plans. The intimated rate of provision (following, rather than leading demand) of the car club vehicles is a concern for the adoption of a more sustainable travel culture.

CNEB Bridges

The Bulls Lodge Quarry multi-modal bridge will need to be converted in due course to its final highway configuration; this work needs to be appropriately secured (a condition is suggested) and has been allowed for in the IDP (item C26). (The separate IDP item C25 – *CNEB Mineral Conveyor Bridge Upgrade to Multi-Modal Highway Bridge Costs* – states these have been secured by a separate Zone 2 agreement with CCC and ECC; otherwise, these would need to be included in the S106 agreement.)

The delivery of the two active travel bridges proposed (including their ramps and any stairs) in accordance with approved full details should be secured appropriately (conditions are suggested). Furthermore, as previously explained and given the importance of the bridge to the residents of Hawthorn Village, it is recommended that flexibility

is retained in the layout of the primary ATR shown on the A&MPP, between the southern bridge and Hawthorn Village centre, to ensure the best arrangement for this important link is delivered.

Agreement has been reached that the two active travel bridges are to span only CNEB1a and not all the way across the safeguarded land for a future dualled carriageway (CNEB Phase 2) as well to help housing delivery through reduced bridge structure construction costs and enable earlier delivery of them. The approach is conditional on a planning application having not been submitted for, and funding not being available for the CNEB Phase 2, in advance of Zone 2 having submitted a reserved matters or Technical Approval submission for the bridge crossing.

Additional commuted sums for maintenance would also be required if a dual span structure is confirmed as being required for either bridge. The Highways Capacity Assessment refers to a '*Phase 2 Safeguarding Fund, which would allow for adaption of these bridges if required at a future date'*; however, ECC would require the developer to deliver the dual carriageway bridge solution.

The provision of single span bridges would increase costs for the future CNEB Phase 2 scheme (the land for which needs to be safeguarded) when it eventually happens, and in principle it is reasonable for the public to expect such costs to be minimised. The reserved matters will need to consider, and show how, the western embankments / abutments can be retained when the dual carriageway is eventually delivered and demonstrate that there should be no major problems with the transition between spanning the single and dual carriageways. The eastern ramps (excluding bridge abutments) also need to be designed to be permanent and located outside of the safeguarded area. The manner in which the gap between the ramps and the interim single span bridges would be filled would need to be agreed. The net lengths of the active travel routes would not differ to those proposed.

The provision of permanent ramps would avoid major local disruption to the Zone 2 landscaping and potentially allow for larger trees to mature. Disruption (for the southern bridge) would otherwise be potentially very close to residences and generate avoidable complaints and avoid the need to extend the safeguarded areas to accommodate the future construction of the ramps, as this has not been allowed for. The highway authority does not consider it acceptable to have to acquire land outside of the safeguarded area (potentially at significant additional cost in time and money) to deliver CNEB Phase 2, when this is currently entirely avoidable.

Transport Assessment (March 2026) (TA)
Traffic Impact

The Highways Capacity Assessment appended to the TA appears to be based on the October 2023 revision (with updated Beaulieu Parkway proposed access (figure 4.4)), whereas there was a later February 2024 revision, which included SLR's (Zone 3 & NRDR) CNEB Section 1a Only Assessment and assessment of the roundabouts 4 and 5 without CNEB Phase 1b. The conclusion, however, that all four access junctions should work within capacity is accepted. ECC notes the length of the bus lane to the new Beaulieu Parkway access would provide capacity for 3 buses and it is unlikely demand would exceed this given it has CCTV enforced restrictions on users. Similarly, there would be capacity for 4 cars on the left-turn 'slip' road, which is unlikely to be exceeded.

The numbers of dwellings, commercial floorspace and school details within each parcel are required to be confirmed through a suitably worded condition to verify that the vehicular trip distribution on the respective vehicular accesses accords with the numbers in the 'CGC - Strategic Modelling Loading by Access - Zone 2' report (see TA figure 7.2) and 'Development Access Strategy'.

The assessment of Roundabout 4 provides the basis for agreement on monitored junction performance triggers for the delivery of capacity improvements. The assessment notes correctly that, '*further discussions have taken place regarding the operation of this junction* [Roundabout 5] *and it has been agreed that improvements will be implemented by Essex County Council in accordance with the specification contained in IDP C2b*' and secured by a s106 Agreement contribution. Similarly, it is agreed in principle that ECC will implement improvements at Junction 19 of the A12, as set out in the PFA.

Connectivity

The TA mentions the draft NPPF (December 2025) is capable of being a material consideration. The draft NPPF introduces a new 'Connectivity Tool', which provides evidence of how well-connected existing areas are provided to destinations (education, leisure, health, shopping, residential and workplaces) relative to the best-connected places in England and Wales (Central London) by walking, cycling, public transport and driving. The approach is a better method than that presented at para. 5.13 of the TA and, although it does not change ECC's recommendations, it warrants a brief description.

Central Chelmsford's best score from the tool for all destination types by non-car modes and by driving would both be in the top 10% nationally; of more relevance to the application, however, is the connectivity of the Channels estate and northern Beulieu Park (immediately adjacent to CGC), and Beaulieu Park District Centre, which is akin to the proposed Park Farm Village Centre. The areas have scores ranging for non-car modes between the lowest 20th percentile and the mean average; this demonstrates the importance of having higher numbers of similar destinations of all types (providing a choice) provided within CGC, along with active travel routes, so that people from across the development can walk and cycle to them, as they are not available to a high degree in nearby surrounding areas to be able to largely rely on them instead.

The provision of the off-site active travel route improvements are also required, as the numbers of destinations that can be supported on-site will be limited, and the numbers off-site are significant, but at greater distances (requiring faster than walking modes to improve the connectivity score). Routes have been secured through the other outline planning applications (as set out in the Active Travel Strategy), such as across the Chelmer Valley. The tool does not discern the quality of routes e.g. it assumes Chelmer Valley Road (CVR) is suitable for walking and cycling, when it is highly trafficked and does not have a footway/ cycle track along it.

A CVR Active Travel Route scheme (IDP C13) is necessary, therefore, to provide active travel connectivity with the city centre's amenities and this needs to be secured by a planning condition. The proposed trigger of 625 dwellings is the estimated number when the total number for CGC would reach 2500 dwellings (40% of 6250); however, it also needs to connect to CGC via the Essex Regiment Way Sustainable Transport Corridor and crossing infrastructure to be delivered by Zone 1, so it should not be delivered before that. The occupation trigger proposed within the Planning Statement of 2500 dwellings for Zone 2 would mean the strategic route would probably not be provided until 2044 and in total 5250 dwellings, would be occupied at CGC by then.

The Chelmer Valley Park and Ride site's public transport score clearly demonstrates the potential uplift from purely providing rapid public transport to the city centre (where high provision of several destination types are found). The provision of this route alone would not be sufficient for CGC. The CGC Bus Strategy is much more comprehensive in the range of areas that bus services would in time connect with the site.

ECC accepts that the non-car transport proposals would make a substantial improvement to the connectivity scores for CGC, limited largely by the numbers of destinations available to connect to by walking, wheeling and cycling.

Generals Lane Roundabouts (A12 Junction 19)

The PFA should cover the provision of necessary improvements at this junction, which have been agreed in principle and would be delivered by ECC. National Highways require this to be complete before the Chelmsford North-East Bypass Section 1a (CNEB 1a) is opened to general traffic. Note: ECC has not decided whether to progress with an interim bus use only arrangement, as the National Highways representation would allow.

Roundabouts 4 & 5

ECC will commit to delivering an improvement scheme to the Beaulieu Park Station Approach Roundabout (Roundabout 5) subject to funding and land, which need to be covered by a s106 planning obligation; this is not to be contingent on monitoring.

The proposed amendments for Roundabout 4 (Beaulieu Parkway / CNEB) are triggered through monitoring of certain levels of impacts on traffic flow, as opposed to a fixed obligation related to a number of housing occupations; this is agreed in principle. Given the Monitor and Manage Fund approach, it is suggested that a planning obligation would be

preferable to a condition to secure delivery of an approved scheme.

The drawing in the specification appended to the Transport Assessment is understood to have been superseded (by GA2 Rev. P4) following completion of a Stage 1 Road Safety Audit (9323). The revised drawing is acceptable in principle at this stage.

Monitor & Manage Strategy

The submitted CGC Monitor and Manage Strategy is separate from the CGC zone Travel Plans and is as agreed in principle for Zone 1 and Zone 3. Implementation of the strategy and any contributions accruing for Zone 2 also need to be secured through the s106 Agreement.

Funds are to be made up from two sources, and each used for distinctly different purposes subject to performance outcomes:

- Source 1 (the 'Monitor & Manage Fund') – s106 Developer financial contributions to a maximum of approx. £3.9 million - each CGC zone is liable for a proportionate share of this sum according to results and any funds due, are to be used for active and sustainable transport.
- Source 2 – CIL funds up to £3.5 million for traffic management purposes.

The fund should be appropriately index linked to maintain its real-terms value.

Any required traffic management scheme is not anticipated until late in the development of Zone 2 and its requirement would be evidenced through monitoring; to ensure that occupiers are advised of this, it is recommended that the potential set of interventions is clearly referenced in the Travel Information Packs, which need to be secured appropriately.

Bus Strategy & Phasing

The CGC Bus Strategy (April 2025) is acceptable at this stage and is addressed by the PFA. Delivery of the strategy, as it applies to Zone 2 (the 'Zone 2 Bus Strategy'), needs to be secured through a s106 Agreement. The Phasing Strategy and reserved matters also need to confirm when bus stop infrastructure (specifications to be approved) will be made available in relation to all dwellings.

Bus gates need be located and designed to effectively deter non-authorised use and be legally enforceable; this needs to be secured by a condition (as for Zones 1 and 3).

The submitted plans included show a bus stop, which would provide for the area of Hawthorn Village near the Bulls Lodge Quarry Bridge. The Zone 2 Bus Stop Catchment Plan omitted this.

Travel Plans

Travel Plans are a key tool in assisting the developer and the local authorities in meeting the transport related targets upon which the impact of the development is assessed. The submitted Framework Travel Plans provide a good starting point for the Travel Plans, which would need to be secured through the s106 Agreement. The following points have been highlighted, although no objection is raised to them not being addressed before the application is considered by the Planning Committee.

The Travel Plan Monitoring Scheme (TPMS) is an annual process which should be followed in accordance with ECC's new guidelines for large developments and Garden Community sites. An overlap exists between the TPMS and the requirements in the Monitor and Manage Strategy; however, the Travel Plans are the on-going statutory reference documents, and need to include other relevant monitoring required, such as car parking, to ensure the agreed strategy is being adhered to. Travel Plans have separate procedures, which must be followed, including engagement with the Sustainable Travel Team, and appropriate resources provided (as generally allowed for in the IDP already).

ECC has provided previous comments on policy requirements and guidance on the travel plans. The travel plans should also include brief overviews of the local transport policy context to ensure that they anticipate changes in the local networks and services

The aim has been amended, although it should be noted that the overarching Modal Share Target relates to the whole of CGC, and this may mean Zone 2 needs to perform better than 60% non-car trips and the targets should reflect this. A range of transport targets are detailed, as well as the headline non-car / car trip share (essentially the sole focus of the Monitor and Manage Fund) and internal trips' active/ non-active ratios that need to be confirmed through the TP.

ECC will provide a monitoring service of the Travel Plans (s106 fees apply); setting out each objective and target against these criteria is necessary for objective assessment of the travel plans' performances and to accord with the PPG and NPPF.

The Travel Plans and the Bus Strategy are clearly linked. The final bus network plan is of interest, as a 'living' document, however, it is the relevant stage or stages of the bus strategy for the current, and following year or two, that are required in the full travel plans to ensure they work together. Likely changes in the services over the following year need to be highlighted, so that awareness may be raised of them and / or feedback may be reviewed to improve the bus services appropriately.

The TA has not shown an adequate existing provision of local cycle maintenance service centres and bike shops to conveniently and efficiently supply and maintain the fleet of private cycles that the community will need to achieve high levels of cycling. A professional service, provision of an occasional 'Dr Bike' session will not be sufficient to achieve cycling's potential, as they would not be convenient enough for most cycle-users' needs. Residents would not have their own suitable covered workspace and the tools required to make cleaning (avoiding pollution) and maintenance tasks convenient on a DIY basis throughout the year. A suitable permanent workspace (with tools), which could accommodate a community run cycle workshop (a 'CGC Cycle Café') promoted through the Travel Plan, to enable residents to clean and maintain their own bikes is recommended. The place would be at the Primary Mobility Hub (a 253m^2 community building is already proposed (IDP C8)), with management by the Travel Plan Coordinator or the stewardship body for long-term provision. A workshop and community group would augment professional maintenance services, which should also be encouraged to locate to CGC on a permanent basis for ease of access. Better ways exist to invest part of the travel plan budget, than vouchers (effectively giving money back to dwelling purchasers) contingent on taking part in cycle training, which they may not need.

Cycle, e-bike and e-scooter hire will only be provided 'subject to commercial viability', although mobility hubs are to provide space for their storage when provided. The approach does not provide assurance that the community would have the full range of vehicles (noting current geographical limits on hired e-scooters) for equity and to achieve the overarching mode share targets. Provision of hire cycles should be underwritten by the travel plan.

Mobility Hubs (IDP C8 and C9b) are proposed to be a cornerstone of the CGC Movement Strategy and need to be secured by planning conditions (reserved matters, detailed design codes), as for Zone 1.

The Parking Strategy for CGC is a key measure for influencing travel behaviours; this needs to incorporate workplace and destination parking matters, as well as residential parking. The DFD states that '*ongoing monitoring of car parking need will take place through the Travel Plan Monitoring such as occupancy surveys and traffic counts together with attitudinal survey*'; this is omitted from the submitted framework Travel Plans but needs to be incorporated into the full travel plans. Parking charges should be considered to contribute towards the costs of sustainable travel measures within the travel plan and to reflect the costs of providing and maintaining the parking space.

The timescales (related to occupations) over which measures will be introduced are not included in Table 6.2. The information will need to be conveniently provided for the initial full travel plans and maintained thereafter.

ECC would recommend monitoring of expenditure on initial fiscal incentives and take up of subsequent discount

schemes are also required.

A small number of potential anomalies are noted (notably on p29), alongside some specific points on the Residential Framework Travel Plan including questions on Table 4.2 (action targets), measures to encourage cycling, information updates and the length of term for monitoring; these should also be discussed with ECC's Garden Community Travel Planning Officer in the preparation of the full travel plans.

The Business Travel Plan would have a different emphasis to the residential one and it is important to achieve higher levels of active travel to and for work and for healthy lifestyles that comprise changing facilities including lockers, showers and drying spaces are provided for staff. The features need to be referred to in the travel plan, appropriately incorporated into the buildings and promoted to occupiers. The schools across CGC should also have travel plans.

Education & Learning

Proposed Education Sites

ECC has identified a range of matters in the submitted Land Compliance Study, Design and Access Statement and Planning Statement which have required further consideration by them, the City Council and the applicant. Discussions have taken place, and the applicant has agreed that these matters will have to be addressed through appropriate conditions and s106 obligations for the education sites to be considered acceptable for transfer; any additional mitigation measures required are to be fully funded or physically delivered by the applicant or developer.

All education sites will need to meet the land compliance requirements set out in the Developers' Guide and Land Compliance Study, including removal of all trees and hedges, noise mitigation, free draining, quality topsoil etc. ECC appreciate that school site boundaries are likely to be indicative at this stage, so the Land

Compliance Study will need updating (to be secured through the s106 Agreement) to ensure that proposed education sites meet ECC standards, and mitigation measures are implemented, where necessary and to ECC's satisfaction.

The s106 Agreement will need to ensure it covers all the 'Will Meet' items identified in the applicant's Land Compliance Study, other assessments, or as advised by ECC, as there are a few important matters, which have been deferred to reserved matters stage.

Park Farm All Through School

- Site Area
  Issue – Around 1.53ha on the western and southern boundaries of the identified All Through School site are banked/sloped, and do not meet ECC's gradient criteria (max. of 1 in 70) and are therefore not useable for education use. The 12.15 ha is also slightly less land than ECC requested to deliver all the education uses on the site (excluding any community use).
  Outcome – Further discussions have taken place with the applicant as part of the PFA and Temporary Education Strategy negotiations; as such, the size and indicative All Through School site boundary has been agreed in principle. The site area includes banked/slope areas; this is agreed providing that appropriate site and boundary treatments are implemented. The applicant has agreed to provide adequate screening/treatment for the site boundaries to ensure safeguarding and security for the All Through School site; any agreed measures must be delivered outside the school site boundary and maintained in perpetuity – this will be secured through the s106 Agreement.

- Community Use
  Issue – ECC has only agreed that the broad principle that the school sports facilities at the All Through school site could be made available for joint, community use, whilst ensuring the primary use of the site for education purposes is not adversely affected.
  CCC and the applicant have been advised that ECC can only use 'reasonable endeavours' to secure community use as ECC is not the decision-making body that appoints an Academy Trust to run a school.
  ECC has previously raised the matter of site capacity to accommodate, and be appropriately designed to deliver,

the potential range of uses the applicant has proposed.
Outcome – ECC has agreed with the lpa and the applicant that whilst community use can be included in the s106 Agreement, ECC can only use 'reasonable endeavours' to facilitate community use on a school

site.
The types of community uses, which could be delivered on-site will depend on the available developable area (noting concerns raised previously regarding the banked/sloped areas of the proposed site boundary not being usable) and detailed design. The applicant has proposed additional funding for the All Through School site to facilitate the delivery of community uses, which would be secured through the s106 Agreement.

- Flood Risk

Issue – The All Through School site is banked/sloped on three sides and slopes west to east. ECC previously raised concerns regarding surface water flood risk posed by the site sloping towards the proposed school buildings. The school site must be included as part of the site-wide surface water drainage strategy to effectively manage any issues which may affect the site.
Outcome – ECC understands that the red line boundary is likely to be indicative at this stage and could be amended as detailed design is considered. The exact boundary is to be agreed at reserved matters and would need to be largely level (although appreciating the banked/sloped areas mainly to the west and south), be free draining and not include any trees, hedges or watercourses etc.
The area is subject to mineral extraction and remediation and ECC would expect this to address any potential surface water flooding issues identified within the submitted material; this would need to be confirmed and agreed within the s106 Agreement. SuDS features, as required, would need to be outside the school boundary.

- Water Management

Issue - The Planning Statement suggested that design features (such as green roofing and rainwater harvesting) may be required across the site as part of the surface water drainage strategy. The measures may not be affordable, deliverable, or appropriate for the school sites.
Outcome – ECC tends to use suitable roof space for solar; any additional design requirements would need to be fully costed and secured through the s106 Agreement.

- Noise Mitigation

Issue – The whole of the site must be 55dB LAeq30 or less for education land, as the location of the school buildings and play areas have not been designed. The road directly north of the site may require acoustic fencing for example; any acoustic barriers need to be located outside of the site (whether temporary or permanent) and the school building must not be used as an acoustic barrier.
Outcome – The applicant will need to demonstrate that the site (and any other education land) can meet the noise threshold of 55dB LAeq30 or less; if this cannot be satisfactorily demonstrated, then noise mitigation measures would be required.
ECC strongly recommend a condition requiring the applicant to prepare a Noise Mitigation Strategy or similar that clearly sets out any temporary or permanent noise mitigation measures that would be required to meet the stipulated noise levels.
Mitigation measures, as required would need to be carefully sited and designed so as not to undermine placemaking, active travel routes or safety and security.
The issue of noise levels is understood, and it has been agreed that any noise mitigation is to be funded by the applicant and secured through the s106 Agreement.

- Access

Issue – Confirmation is required that the pedestrian access will be from a traffic free public realm, which does not directly abut roads or parking.
The applicant's indicative diagrams show vehicle access between buildings, which is not considered

acceptable and would undermine good quality design, which ECC is aiming to achieve.
The Sports Strategy also suggests additional car parking for the community, which from experience can cause

further issues/conflict.
Outcome – Matters relating to safe walking and cycling access to the education site and having a traffic free public realm outside of the school have been discussed with the applicant and are understood; this will need to be secured through the s106 Agreement and reserved matters.

- Biodiversity Net Gain

Issue – The BNG requirement for all three education sites has been taken into consideration as part of the wider development and will be the applicant's responsibility as part of the reserved matters.
Outcome – BNG has been discussed with the applicant, and it has been agreed that the education sites would be expected to deliver the statutory minimum of 10%.

Willow Hill Primary School

- Noise

Issue – ECC previously raised concerns regarding the noise impact on Willow Hill Primary School from the Northern RDR. The Land Compliance Study states that the education site would need mechanical ventilation, however this was not accepted. The applicant would need to fund this uplift if the acoustics cannot be achieved; to be secured in the s106 Agreement.
The applicant will need to demonstrate that the site (and any other education land) can meet the noise threshold of 55dB LAeq30 or less; if this cannot be satisfactorily demonstrated, then noise mitigation measures would be required. ECC strongly recommends a condition requiring the applicant to prepare a Noise Mitigation Strategy, or similar, that clearly sets out any temporary or permanent noise mitigation measures, which would be required to meet the stipulated noise levels.
Mitigation measures, as required, would need to be carefully sited and designed so as not to undermine placemaking, active travel routes or safety and security.
The issue of noise levels is understood, and it has been agreed that any noise mitigation is to be funded by the applicant and secured through the s106 Agreement.

- Access

Issue – The illustrative drawings in the Design & Access Statement shows a bus route going through the public square; whilst this is not directly in front of the school, ECC have concerns about the safety of pupils using it and understood that buildings need to enclose the corner to protect the school from excessive noise. The pedestrian access will need to be from a traffic free public realm, which does not directly abut roads or parking.
Outcome – Matters relating to ensuring safe walking and cycling access to the education site and having a traffic free public realm outside the school have been discussed with the applicant and understood; this will need to be secured through the s106 Agreement and reserved matters.

- Flood Risk

Issue – ECC welcome and expect that the education site will be included within the wider surface water drainage calculations as the free draining section in the Land Compliance Study has no information provided.
Outcome – The approach is a standard ECC requirement and will be secured through the s106 Agreement.

- BNG

Issue – The expectation is that the BNG requirement for all three education sites has been taken into consideration as part of the wider development and will be the applicant's responsibility as part of the reserved matters.
Outcome – BNG has been discussed with the applicant, and it has been agreed that the education sites would be expected to deliver the statutory minimum of 10%.

Hawthorn Primary School

- Land Compliance Study

Issue – An Alternative Land Use Parameter Plan has been submitted to take account of potential retention of the T2

Hanger and Romney Hut.
Outcome – The indicative location and shape of the school have subsequently been amended. An updated Land Compliance Study would be required to understand any potential constraints as a result of the proposed change; this will be secured for any changes to the proposed education sites through the s106 Agreement.

- School Environment

Issue – The Design & Access Statement shows that the primary street has been moved further north as well i.e. closer to the primary school. The key also suggests the primary street has a +/- 20m limit of deviation from centre line along the route shown on page 37, which means that there is flexibility for the
road to move even closer to the school; this would not be acceptable.
Outcome – ECC requires a generous traffic free public realm (not abutting roads or parking) to serve the pedestrian entrance, to protect the setting of the school and create a healthy and safe environment for pupils; this will be secured through the s106 Agreement.

- Access

Issue – ECC are unclear why two school car parks are shown in the Design & Access Statement (page 87) as only one would be required; providing the eastern entrance is suitable for deliveries, ECC would suggest the western one is kept for emergencies/grounds maintenance, allowing the LEAP to be connected to the pedestrian square without conflict.
Outcome – Appropriate access for the education site will be secured through the s106 Agreement and reserved matters.

- Flood Risk

Issue – ECC welcome and expect that the education site will be included within the wider surface water drainage calculations as the free draining section in the Land Compliance Study has no information provided.
Outcome – The approach is a standard ECC requirement and will be secured through the s106 Agreement.

- BNG

Issue – The expectation is that the BNG requirement for all three education sites has been taken into consideration as part of the wider development and will be the applicant's responsibility as part of the reserved matters.
Outcome – BNG has been discussed with the applicant, and it has been agreed that the education sites would be expected to deliver the statutory minimum of 10%.

Joint Community Use

ECC has agreed the broad principle that the school sports facilities at the All-Through School site should be made available for community use. ECC has noted reference to joint/ shared community use of sport facilities within the Design and Access Statement and Planning Statement, and the potential, indicative location and land take on the All-Through School site for that purpose but has advised that to ensure flexibility with regard to the design of education sites, there remains a need to ensure that they are designed in the most appropriate way to meet the requirements of the school.

ECC has advised the lpa that it cannot legally enter into any direct obligation to deliver community use, as ECC does not appoint the Academy Trust to run a school. ECC can help facilitate the delivery of community use on education land through the tender process and by making recommendations to the regional director (on behalf of the Secretary of State), who appoints the successful Academy. An academy, once appointed, is directly funded by the Department for Education and is not managed by ECC. ECC can, therefore, only agree to 'reasonable endeavours' to secure community use on education land with the S106 agreement; this position has been understood and accepted by the lpa.

Land Option Periods

The land option periods must open in line with the demand suggested by the latest housing trajectory and must be secured in the PFA to inform each of the site specific s106 Agreements for CGC as the schools are required to serve all three zones. ECC has advised that it would not be acceptable to have zones without primary and/or secondary provision

being built out independently.

Detailed Design

The application is in outline so much of the detail is illustrative at this stage. Final designs affecting the education sites will need to comply with the Essex Design Guide Schools Design Guidance.

Phasing & Temporary Mitigation Measures

ECC would welcome an updated phasing plan to understand the potential impact on school delivery, particularly primary education, and associated temporary education measures; these temporary measures funded by the applicant (and wider Developer Consortium) may need to be implemented before any agreed school trigger points, to ensure that pupil needs from the development are effectively met when required.

ECC strongly recommends a condition to provide transparency to prospective purchasers about the phasing and delivery of schools on-site, in particular the All-Through School. Reliance also cannot be placed on capacity at existing primary and secondary schools within the local area to meet the unmet education needs from CGC.

Early Years & Childcare

ECC has provided comments on co-located and standalone early years provision in previous responses. ECC has discussed its position on standalone provision with the applicant on multiple occasions, including through PFA discussions.

ECC has agreed that standalone early-years provision would be provided within a ground floor unit, either as a single or two storey building, forming part of the village centres (not forming part of the community centre). The approach will ensure that children (especially those aged 2 and over) have free flow access to outside space; if located within a two-storey building, this would need to be restricted to a compatible use at the first

floor.

The facilities would need to meet ECC's internal and external space requirements as set out in the Developers' Guide Appendix F (approximately 324sqm GIA internal floorspace and 290sqm of outdoor space) and would need to be offered at market sector rent; this will be enshrined in the PFA. ECC has withdrawn its objection subject to suitable s106 clauses being agreed to deliver high quality, accessible and inclusive facilities for all children in perpetuity.

Financial Contributions

ECC has worked with the local planning authority, the applicant, and the wider CGC Developer Consortium through extensive discussions on the PFA and IDP to identify a Garden Community wide approach to education to ensure that the impacts of development are mitigated in a timely, efficient and sustainable manner from the outset. An overarching Site Wide Education Strategy has been prepared which addresses issues relating to temporary education provision to meet the needs of pupils ahead of the relevant schools being delivered on-site. The Education Strategy (June 2025) sets out the proposed approach, which will be outlined in the PFA.

The below education contribution calculations have been based on the most recent indicative dwelling mix provided to ECC as part of viability discussions, which has formed the basis of contributions identified in the PFA and IDP. ECC has also agreed in principle to blended contributions for primary, secondary and SEND contributions; should the dwelling mix change, and more or fewer dwellings become eligible, or any other matters such as design codes impact upon the design and delivery of the education provision, then the contributions required will need to be amended accordingly.

The Consortium have considered splitting costs based on dwelling proportion across the Garden Community i.e. Zone 1 - 24%, Zone 2 - 56%, Zone 3 - 20%; this is how ECC would normally request contributions based on its standard formula approach set out in the Developers' Guide. ECC recognise that there is an unequal relationship between the CGC Developer Consortium in terms of on- and off-site infrastructure delivery to support the development, and this is to be off-set via equalisation of contributions for education provision as set out in the PFA and IDP. ECC have included

both its standard calculation for education contributions, and the Consortium's equalisation split within the IDP (where appropriate) for context.

Temporary Education Measures

ECC's overriding aim is to support the delivery of 'infrastructure first' and limit the need for school transport where possible. Developers are also expected to ensure that safe and exemplary walking and cycling routes to the local primary and secondary schools are available.

An overarching Site Wide Education Strategy (June 2025) has been agreed with the Developer Consortium to mitigate the impact on pupils as far as possible where there is unlikely to be school places available on-site when required. Financial contributions towards temporary education measures through a cascade mechanism, including early delivery of safe walking routes to existing schools off-site within statutory walking distances (two miles for those under eight years old, and three miles for those over eight), additional temporary classrooms on and off-site where required, and school transport costs, have been considered.

The Developer Consortium have agreed to contribute to a 'Temporary Education Support Fund' totalling up to £10,090,881 (indexed to Q4 2024) to fund mitigation measures for primary and secondary education provision up to an agreed cap of 3,624 dwellings. The approach means that there would be no residential

occupations beyond this number, until two years after the all-through school has been offered for transfer (or earlier if the school is constructed and opened before this two-year period) as set out in the agreed Education Strategy (June 2025).

The total contributions for the 'Temporary Education Support Fund' has been apportioned between the Developer Consortium, based on a cap of 3,624 dwellings, as set out in the IDP; therefore, ECC has requested contributions of **£2,433,618** (indexed to Q4 2024) from Zone 2 (for context Zone 1 would be requested to contribute £4,176,689 (indexed to Q4 2024) and Zone 3 would be requested to contribute £3,480,574 (indexed to Q4 2024)).

Early Years & Childcare Provision

Across CGC as part of discussions on the PFA and IDP, a total of 467 places would be generated as a result of the Chelmsford Garden Community development.

The standard calculation for contributions for Zone 2 would be:

467 places x £23,865 cost per place = £11,144,955 CGC total
£11,144,95 x 56% = £6,241,174.80

ECC would normally therefore request contributions of £6,237,099.12 (indexed to Q1 2024), based on the indicative dwelling mix and proportional dwelling split, as per the Developers' Guide to deliver the co-located and standalone early years facilities. ECC recognise that there is an unequal relationship between the CGC Developer Consortium in terms of on- and off-site infrastructure delivery to support the development, and this is to be off-set via equalisation of contributions as set out in the PFA and IDP; as such, ECC has requested contributions of **£8,207,104** (indexed to Q4 2024) from Zone 2 within the s106 Agreement.

ECC note for context, Zone 1 would be requested to contribute £3,038,473 (indexed to Q4 2024) and Zone 3 would be requested to contribute £1,135,394 (indexed to Q4 2024). The total contributions from Zones 1, 2 and 3 would be £12,380,971 (indexed to Q4 2024) to deliver on-site early years provision. Precise figures may be impacted by, for example, by any changes to dwelling mix, or design codes that apply to the education buildings, and will be an additional cost to the developer.

The s106 obligations would need to address matters including (but not limited to) the requirement for an early year's setting specification, Land Compliance Studies (or updates as required), clarification of compatible co-located uses for standalone provision for safeguarding reasons, marketing strategy, land transfer arrangements and financial

contributions.

Primary School Provision

ECC has provided comments on primary school provision in its previous responses, and above, including design and siting matters which can be addressed through reserved matters.

Discussions have also taken place as part of the PFA negotiations around the temporary education provision for the whole of CGC to ensure pupils can access on- and/ or off-site primary schools during construction; this is set out in the agreed Education Strategy (June 2025) and enshrined in the PFA.

Across CGC as part of discussions on the PFA and IDP, a total of 1,556 primary places would be generated because of the Chelmsford Garden Community development.

The standard calculation for contributions for Zone 2 would be:

1,556 pupils x £23,865 cost per place = £37,133,940
£37,133,940 x 56% = £20,795,006.40

ECC would therefore normally request contributions of £20,795,006.40 (indexed to Q1 2024) from Zone 2, based on the indicative dwelling mix and proportional dwelling split, as per the Developers' Guide to deliver the primary schools across CGC. ECC has recognised that there is an unequal relationship between the CGC Developer Consortium in terms of on- and off-site infrastructure delivery to support the development, and this is to be off-set via equalisation of contributions as set out in the PFA and IDP; as such, ECC has requested contributions of **£25,295,001** (indexed to Q4 2024) from Zone 2 within the S106 agreement.

ECC note for context, Zone 1 would be requested to contribute £6,217,327 (indexed to Q4 2024) and Zone 3 would be requested to contribute £6,334,145 (indexed to Q4 2024). The total cost from all three zones would be £37,846,472 (indexed to Q4 2024) to deliver on-site primary provision. Precise figures may be impacted by, for example, any changes to dwelling mix, or design codes that apply to the education buildings, and will be an additional cost to the developer.

Secondary School Provision

An All Through School is proposed to be delivered within Zone 2 to serve the Garden Community. Discussions have also taken place as part of the PFA negotiations around the temporary education provision for the whole of CGC to ensure pupils can access on- and/ or off-site primary (as required) and secondary schools during construction; this is set out in the agreed Education Strategy (June 2025) and enshrined in the PFA.

Across CGC as part of discussions on the PFA and IDP, a total of 1,037 secondary places would be generated because of the Chelmsford Garden Community development.

The standard calculation for contributions for Zone 2 would be:

1,037 pupils x £28,912 cost per place = £29,981,744 CGC total
£29,984,635 x 56% = £16,789,776.64

ECC would therefore normally request contributions of £16,791,395.60 (indexed to Q1 2024) from Zone 2, based on the indicative dwelling mix and proportional dwelling split, as per the Developers' Guide to deliver the secondary school within CGC. ECC has recognised that there is an unequal relationship between the CGC Developer Consortium in terms of on- and off-site infrastructure delivery to support the development, and this is to be off-set via equalisation of contributions as set out in the PFA and IDP; as such, ECC has requested contributions of **£18,250,191** (indexed to Q4 2024) from Zone 2 within the s106 Agreement.

ECC note for context, Zone 1 would be requested to contribute £12,316,670 (indexed to Q4 2024) whilst Zone 3 would not be requested to contribute. The total contributions from Zones 1 and 2 would be £30,566,861 (indexed to Q4 2024)

to deliver on-site secondary provision. Precise figures may be impacted by, for example, any changes to dwelling mix, or design codes that apply to the education buildings, and will be an additional cost to the developer.

Sixth Form Provision

Alongside a primary school with co-located early years provision, the All Through School site is expected to deliver a sixth form. Across CGC as part of discussions on the PFA and IDP, a total of 213 places would be

generated because of the Chelmsford Garden Community development.

The standard calculation for contributions for Zone 2 would be:

213 pupils x £28,096 cost per place = £5,984,448 CGC total
£5,984,448 x 56% = £3,351,290.88

ECC would therefore normally request contributions of £3,351,290.88 (indexed to Q1 2024) from Zone 2 on behalf of the Department for Education, based on the indicative dwelling mix and proportional dwelling split, as per the Developers' Guide to deliver the sixth form on the all-through school site. ECC has recognised that the indexation base date in the IDP differs from the Developers' Guide, so for the purposes of consistency with other contributions, this equates to a request for **£3,416,364** (indexed to Q4 2024) from Zone 2 within the s106 Agreement.

ECC note for context, Zone 1 would be requested to contribute £1,464,156 (indexed to Q4 2024) and Zone 3 would be requested to contribute £1,220,130 (indexed to Q4 2024). The total contributions from Zones 1, 2 and 3 would be £6,100,651 (indexed to Q4 2024) to deliver on-site sixth form provision. Precise figures may be impacted by, for example, any changes to dwelling mix, or design codes that apply to the education buildings, and will be an additional cost to the developer.

Special Educational Needs & Disabilities

Special school places, as per the Developers' Guide, are set at four times the cost of mainstream places. Across CGC as part of discussions on the PFA and IDP, a total of 44 places (26 primary and 18 secondary places) would be generated because of the Chelmsford Garden Community development.

The standard calculation for contributions for Zone 2 would be:

Primary places – (£23,865 x 4) x 26 pupils = £2,481,960
£2,481,960 x 56% = £1,389,897.60
Secondary places – (£28,912 x 4) x 18 pupils = £2,081,664
£2,081,664 x 56% = £1,165,731.84

ECC would normally request contributions of £2,555,629.44 (indexed to Q1 2024), based on the indicative dwelling mix and proportional dwelling split, as per the Developers' Guide to deliver the SEND provision. ECC has recognised that the indexation base date in the IDP differs from the Developers' Guide, so for the purposes of consistency with other contributions, this equates to a request for **£2,605,253** (indexed to Q4 2024) from Zone 2 within the S106 agreement.

ECC note for context, Zone 1 would be requested to contribute £1,116,537 (indexed to Q4 2024) and Zone 3 would be requested to contribute £930,448 (indexed to Q4 2024). The total contributions from Zones 1, 2 and 3 would be £4,652,238 (indexed to Q4 2024) to deliver on- and off-site SEND provision. Precise figures may be impacted by, for example, any changes to dwelling mix, SEND can have design and layout implications, or design codes that apply to the education buildings, and will be an additional cost to the developer.

Post 16 Learning

ECC welcomes the commitment to deliver an Employment and Skills Plan within the Planning Statement, which is proposed to be secured through the s106 Agreement; this will formalise potential employment and skills opportunities associated with the delivery of Zone 2 and ensure that these are maximised for local

residents.

Community Use

ECC has noted that the provision of community use at the All Through School would necessitate larger, or additional, facilities than would normally be provided; the additional costs would need to be covered by the Developer Consortium. The expectation is that Zone 2 would fund the total contributions of **£4,339,977** (indexed to Q4 2024) identified within the IDP to facilitate the delivery of community use, based on apportioned equalisation between the Developer Consortium, however, should the situation change, ECC would expect proportionate contributions from Zone 2, based on 56% of the total CGC dwelling numbers.

Libraries & Adult Community Learning

No further comments.

ECC noted in its 2024 response that the Chelmsford Library is an important facility within the city centre. ECC has advised that a complementary and more localised, 'satellite' facility would be sought within the Garden Community to contribute to the provision of accessible and inclusive community assets on site and to meet the needs of residents. The approach could include potential use of a shared space within the proposed community building, and which would offer 'self-serve' library facilities using digital technology, which would allow customers to access resources, check in and out items. The facility would contribute to the Garden Community aspirations to ensure that each proposed village centre would deliver the 'Power of 10' as advocated in the DFD, such an approach is also recognised in the IDP.

ECC would expect the facility to be delivered within the Great Belsteads (Zone 1) or Park Farm (Zone 2) village centres, as the largest centres serving the Garden Community. ECC has advised that applicant for Zone 1 (ref: 22/01950/OUT) that within Great Belsteads this may be a temporary and/or permanent facility, dependent upon the phasing of development and community needs across the Garden Community. The delivery of

Complementary on-site library facilities within the Garden Community should be funded through the CIL as per the IDP. A potential specification and indicative costs have been provided.

Inclusive access to adult community learning facilities provides important social and economic infrastructure for the community. ECC delivers a wide range of courses to adults, tailored to a local area, whether to upskill and gain additional qualifications or to pursue hobbies and interests. ECC would prefer co-location with other community facilities, such as libraries, healthcare etc. ECC do not require a dedicated space to deliver courses, as such, but would need access to multi-functional, flexible and inclusive meeting rooms with ancillary facilities such as a reception area, office space, kitchen, toilet etc. ECC would also welcome adult community learning facilities being located close to the community gardens as part of its education package.

ECC has recommended appropriate provisions within the s106 Heads of Terms to ensure that there are suitable, multi-functional and flexible spaces to accommodate library and adult community learning facilities within the proposed community building. ECC would welcome further discussions on how libraries and adult community learning facilities can be delivered to support the social and economic sustainability of the Garden Community.

<u>Employment & Skills</u>

ECC's previous comments and questions on employment and skills matters have been considered by the applicant:

- How on-site job creation in the 'everyday economy' can be maximised, including generating footfall and facilitate meanwhile and evening uses.
- How on-site job creation in the 'tradeable economy' (particularly, in key growth sectors) can be stimulated, including through placemaking, infrastructure and amenities.
- How transport infrastructure and services can provide sustainable access to employment opportunities further afield.

- How skilled workers can be attracted to live and remain within the new community, including supporting homeworking.
- How effective organisations, networks, technology and resources can facilitate up-skilling, re-skilling, employability and innovation; and
- How potential barriers to delivery, sustainability and stewardship can be overcome.

ECC understands that these will be considered further by the applicant in the development of the employment and skills element of the development as planning progresses; this is welcomed.

Public Health & Wellbeing

ECC welcomes the preparation of a Health Impact Assessment (HIA) and has no further comments to make.

Specialist Housing

ECC has worked on updated evidence to determine the social housing needs for older people and adults with disabilities to inform the dwelling mix. The Supported and Specialist Housing and Accommodation Need Assessment (2025) has now been published. ECC has no further comments to make.

Climate Resilience & Sustainability

ECC reviewed and commented on the applicant's 'Revised Sustainability Strategy and Energy and Carbon Strategy' (November 2024), and recommended updates, however, as amendments have not been made to the submitted strategies, it has recommended a condition requiring all reserved matters to include an Energy Strategy/Statement to be prepared in accordance with the principles, requirements and performance limits set out in the DFD to include compliance with full upfront and/or whole life embodied carbon limits (as applicable) and operational energy limits. All supporting calculations would need to demonstrate compliance, including embodied carbon assessments for all typical building typologies and operational energy calculations for all relevant typologies. The Energy Strategy/Statement would also need to accord with the approved 'Energy and Carbon Strategy' dated November 2024.

Post occupancy evaluation has been recommended, to be undertaken for a minimum of 10% of completed dwellings and a methodology setting out how this would be carried out, to be submitted to the local planning authority. ECC has also recommended that as built modelling calculations should also be provided to the local planning authority for review.

ECC has advised that the application may wish to refer to the Essex Design Guide for supporting information - Policies GE1 and GE2 outline how the development could meet the requirements of the condition and provides supporting guidance on achieving low carbon energy efficient design can be found. The use of PHPP (Passivhaus Planning Package) and/or following TM54 modelling methodology is strongly encouraged for assessing operational energy. The Essex Design Guide also contains a SAP Conversion Tool, which could assist in converting SAP outputs into accurate energy performance metrics.

The RICS Whole Life Carbon (2nd edition) guidance is also recommended as the preferred modelling approach for embodied carbon, although other approaches are acceptable such as One Click LCA or robust in-house calculations using Environmental Product Declarations (EPDs) provided they are transparent, consistent, and clearly documented.

ECC has advised that the applicant may also find it beneficial to refer to first version of the UK Net Zero Building Standard for guidance.

The applicant should clearly set out within the Energy Strategy/Statement, how this condition will be met, including:

- the modelling tools used;
- the assumptions applied;

- full calculations for operational energy and embodied carbon;
- assessment of all typical building typologies; and
- modelling for all relevant building orientations for operational energy calculations.

All calculations and supporting evidence must be submitted to the local planning authority to demonstrate compliance.

Flood Risk & Drainage

ECC has advised that the information provided with the application seeks to ensure that each parcel delivers attenuation and treatment on plot, with further attenuation provided off plot within the wider open space network. ECC also welcomes the 10% allowance for urban creep and restriction to the greenfield runoff-rate.

Due to the level changes in the DAS, suitable exceedance routing would need to be identified, and there is a need to ensure all flows are contained safely on site as the design proposals progress.

ECC would expect a commitment to the use of Rainwater Harvesting Systems within the Drainage Strategy, as Essex is expected to suffer water scarcity as early as 2050. Exploration of the possibility of infiltration should also be considered as early as possible, as this could have a significant impact on the scheme being delivered.

The plan to attenuate with a 30/70 split has been discussed and agreed.

Having reviewed the revised Flood Risk Assessment (response dated 06.05.26 from the LLFA), the Outline Drainage Strategy and the associated documents which accompanied the application, the LLFA does not object to the granting of planning permission subject to conditions requiring (i) agreement to a detailed surface water drainage scheme for each phase or sub-phase, prior to the commencement of development based upon an assessment of the hydrological and hydrogeological context of the development, (ii) approval to a detailed plan of the drainage basins within each phase or sub-phase prior to the commencement of development and (iii) approval of a Drainage and SuDS Maintenance Plan detailing responsibility for different elements of the surface water drainage systems and maintenance activities and their frequencies prior to the first occupation of any residential dwelling within each phase or sub-phase of the development or first use of any unit.

Environment & Green Infrastructure

Based on the submitted information which includes amended Design and Access Statement, updated Parameter Plans, Illustrated Masterplan and Environmental Statement Addendum, ECC do not object to the application on green infrastructure grounds.

ECC are pleased to see progression of the GI Strategy. The amendments include an updated Green Infrastructure Strategy which integrates additional landscape features across the site, including:

- proposed woodland buffers
- rationalisation of NEAPs, LEAPs and LAPs
- introduction of productive landscapes
- a woodland buffer to the west of Parcel R05 and
- the inclusion of Discovery Trails

Parameter Plans have also been updated by the applicant; amongst other amendments, from the GI perspective the Access and Movement Parameter Plan now includes:

- connection updated to public rights of way at Cranham Road and Domsey Lane
- addition of a circular proposed bridleway route around the lake in Dukes Wood Nature Reserve Park.

ECC welcome the consolidation of the above green infrastructure elements within the masterplan and parameter plans. The active travel bridges demonstrate connectivity with active travel routes across the site and the circular bridleway around the lake provides valuable recreational benefits for local residents and aligns with the multi-functional purpose of the green infrastructure; proposed and retained woodland and wetland. ECC welcome the direction the access and movement proposals are taking and particularly considerations beyond the site linking into the surrounding Public Rights of Way network, north of Cranham Road, across Domsey Lane and Boreham footpaths, for example.

The addition of woodland buffer zones across the site shows real strengthening in existing green infrastructure present at the site, particularly to the north as buffer to retained green infrastructure south of Cranham Road. New woodland planting to the eastern perimeters provides strong links to existing green infrastructure north and southeast of the site. The opportunity to continue this strong woodland framework is lacking to the boundary with Beaulieu Parkway to the south of the site. ECC note a lack of buffer to the existing scrub on the western boundary. Planting to the graded slopes to school playing fields would benefit this north-south green infrastructure corridor.

A series of Alternative Parameter Plans have been submitted that reflect the case where the T2 Hangar and Romney Hut are demolished. ECC welcome the working up of alternative arrangements at outline stage pre-empting an alternative green infrastructure strategy in readiness if needed.

ECC welcome the increase of 1.85 ha. of space allocated for parks, sports and recreation, however, there has been a decrease of natural and semi- natural open space of 0.5 ha which is unfortunate. ECC encourage continued application of The Essex Green Infrastructure Strategy principles going forward.

Minerals & Waste Planning

The MWPA has confirmed that planning permission ESS/89/25/CHL for the Coated Roadstone Plant at Bulls Lodge Quarry was granted on 2nd March 2026. The permission authorised unrestricted operating hours,

thereby enabling night-time and weekend working, and is valid until 31st December 2030. The MWPA further notes that the existing mineral planning permissions for the wider Bulls Lodge Quarry currently requires the cessation of extraction and associated activities by December 2041.

ECC anticipates that the site operators are likely, prior to 2030, to submit an application seeking to extend the operational life of the secondary processing plant, including the coated roadstone plant, to align with the overall quarry end date of 2041. Given the unrestricted hours permitted for the coated roadstone plant and the quarry's long-term operational timeframe, it is considered likely that there will be HGV and associated vehicle movements both during daytime and night-time periods on the local highway network; this includes the North-East Chelmsford Bypass (CNEB) and the Northern Radial Distributor Road (NRDR), which currently serve as the principal haul routes for quarry-related traffic.

Conclusion

ECC has positively engaged with the lpa and the applicant to help to shape and refine the planning application for CGC Zone 2 through pre- and post-submission discussions and consultations. ECC notes that there are a few matters, particularly in relation to education, where there are remaining concerns, but on the proviso that appropriate draft conditions and s106 Heads of Terms can be agreed, ECC would be able to remove its holding objection on education, flood risk and energy/ sustainability grounds and can remove its holding objection on highway and transportation grounds. ECC have made detailed comments on conditions and obligations required to ensure that the development would deliver well-designed, high-quality infrastructure in the right place and at the right time for our residents.

Notwithstanding the holding objections, should a resolution to grant planning permission subject to the s106 Agreement be approved by CCC's Planning Committee, ECC would welcome early engagement in s106 negotiations to ensure that the required obligations to mitigate the impact of the development are satisfactorily addressed.

Highways & Transport Conditions

Conditions have been recommended to require the following (Note – these are covered by conditions / intended to form obligations within the s106 Agreement as noted within the report).

- Access from Beaulieu Parkway
- Closure of Access – Beaulieu Parkway west of the roundabout with Remembrance Avenue
- Beaulieu Parkway to Generals Lane Active Travel Route
- Wayfinding Signs within Beaulieu
- Chelmer Valley Road Shared Footway / Cycle Track
- Channels Drive Active Travel Link
- Beaulieu Active Travel Route Junction Improvements
- Cranham Road Crossing
- Public Footpath 8

CGC Planning Conditions

ECC recommend that the lpa apply the same Time Limits and Compliance conditions as resolved to apply to the permissions for the outline planning applications for Zones 1 and 3. The following conditions are taken from those applications and should be amended to suit Zone 2:

- Reserved Matters Content
- Parking & Cycle Parking
- Detailed Design Code
- Phasing
- Bus Gate
- Safeguarding of Existing Public Rights of Way
- Walking & Cycle Routes
- Walking & Cycling Access
- Carriageway Construction
- Final Surfacing of Roads & Paths
- Vehicle Parking
- Cycle Parking
- Surface Water Drainage & Management
- Hard Landscaping Works & Boundary Treatments
- Soft Landscaping Works
- Drainage & Service Runs
- Road Surface Materials
- Street Signage & Name Plates
- Drainage Basins
- EV Charging
- Lighting Scheme
- Construction Environmental Management Plan
- Removal of PD Rights – Hardstandings

The following informatives are also recommended as notes to the applicant in line with Zones 1 and 3:

- Works Affecting the Highway
- Advance Payments Code
- Signal Equipment, Structures & Non-Standard Materials
- Public Rights of Way
- Active Travel Infrastructure
- Parking Management

Previous responses were received on 23.06.25m 07.03.25 and 08.01.24.

Essex County Council Historic Environment Branch

Comments
01.04.26 ECC Historic Environment Branch has advised that until the results of the archaeological trial trench evaluation has been submitted in support of the application in accordance with a Written Scheme of Investigation, no planning decision should be made. The field evaluation is required to suitably determine the significance of any archaeological heritage assets impacted by the proposals in accordance with the NPPF. The revised submission now suggests that the hanger and Romney Hut within the site, previously associated with Boreham Airfield are not necessarily going to be demolished (subject to a review of the practicalities of their retention); if these structures are eventually demolished despite such a review, they will need to be the subject of a programme of historic building recording as previously recommended. Should the structures be retained then dependent on the specifics of any retention and conversion work on the buildings, they may also need to be recorded. A scheme of building recording post consent could be secured by condition.

Active Travel England

Comments
17.04.26 ATE recommends approval of the application, subject to the agreement and implementation of planning conditions and/or obligations as detailed. ATE welcomes the vision led approach outlined in the Development Framework Document which includes promoting active travel and walkable neighbourhoods as key principles of the Garden Community. The success of these principles is to be measured by ambitious targets for external and internal active travel trips. The targets are to be supported by a detailed travel plan, committing to schemes and interventions promoting active and sustainable travel and outlining a monitoring strategy and contingency measures. Key to this development is the provision of active travel links within the development and to facilities outside it, including those proposed in zones 1 and 3 of the Garden Community and the Beaulieu development. ATE proposes a number of conditions or obligations, as detailed below. *General Observations* <u>Phasing</u> • Phases 1-3 - Routing for active travel trips to destinations to the west of the development will be via Remembrance Avenue, which for a proportion of residents could be considered unintuitive and indirect. ATE understands from discussions that a more direct route either along Beaulieu Parkway or through the Phase 4 parcel have been discounted, as has a more direct route through the residential housing site currently underway between Beaulieu Parkway and Remembrance Avenue. • • ATE would like to note that the more direct options would likely increase uptake of active travel trips from the outset of development, especially important in achieving the Travel Plan aims.

Active Travel Access Points

- The Access and Movement Parameter Plan sets out a comprehensive network of high quality primary active travel routes which are intended to be lit and hard surfaced, providing permeability within the site and to adjacent areas, noting S106 provision for future links from the south-east corner of the site in the later phases of development.
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- ATE would like to note the importance of these commitments, and also the need to ensure that the high quality level of provision is continued through the site access points into adjacent areas where these are likely to provide opportunities for utility trips.

Active Travel Links to Beaulieu Park Rail Station

- The IDP identifies improvements to the Beaulieu Park Rail Station link via Generals Lane as wayfinding signs, co-ordinated with the link/crossings to be provided between Beaulieu Parkway and Remembrance Avenue. ATE understands from discussions with the planning and highway authorities that the entire off-site route via Generals Lane will be lit, including the link/crossings to be provided between Beaulieu Parkway and Remembrance Avenue; this is essential to ensure the safety and attractiveness of the route.

Active Travel Link to the City Centre

- Key to achieving the ambitious modal share is a direct route to the city centre. ATE welcomes the commitment that the applicant will provide the section of the link referenced in the IDP as item C13.

Beaulieu Parkway/Commonwealth Link/Site Access Roundabout

- ATE recommends, as with the Beaulieu Parkway arm of this roundabout, that clarity is sought on the need and form of the crossing that is likely required across the site access arm of the roundabout. ATE expects that a controlled crossing will be required and this may be possible to confirm by looking at the modelling data. ATE recommends a condition to secure an appropriate crossing.

On-site Primary Active Travel Routes

- ATE understands from discussions with the planning and highway authorities that it is the intention to address issues of over-looking and personal security with respect to the Primary Active Travel network at the reserved matters stage and through the Design Code.
-
- Active travel route permeability could be greatly enhanced by upgrading the secondary active travel routes to the south of the All Through school to primary active travel routes.

Conditions and Obligations

ATE has no objection to the application subject to the following matters being addressed by conditions / obligations:

- Design Code for internal layout Active Travel
- Active Travel Wayfinding, Signing & Mapping Strategy
- Travel Plan
- Beaulieu Parkway/Commonwealth Link/Site Access Roundabout Crossing
- Off-site active travel links
- Detailed Active Travel Infrastructure within the Site

ATE previously commented on 19.01.24 & 23.12.24.

National Highways

Comments
16.01.26 No objections. All assessments have been taken forward for the Chelmsford Garden Community on the understanding that the National Highways A12 J19 Chelmsford to J25 Marks Tey Improvement Scheme would proceed. The scheme had funding withdrawn in July, which necessitated a revisit of all the traffic assessment work. A scheme has been identified at A12 J19 which mitigates the Chelmsford Garden Community's impact, as shown on Mayer Brown Drawing No. 203100-MAY-NA-BRI-SK-D-GA9 dated July 2025. The Planning Framework Agreement (PFA), which is a legal agreement forming part of the Stage 1 Masterplan for the Chelmsford Garden Community is required to be signed and entered by the consortium of developers prior to the grant of outline planning permission for any of the three zones and prior to work commencing on the construction of the Northern RDR, save for any tree surgery/tree removal works and archaeological works, which are required to be undertaken to ensure the timely delivery of the road. The PFA contains obligations, which (i) only allows the beneficial occupation of the following numbers of dwellings: Zones 1 & 3 – 558 dwellings each and Zone 2 – 875 dwellings, and which (ii) requires that Section 1a (Chelmsford Bypass) remains restricted to bus use only until the Junction 19 Scheme is completed and fully open to traffic; this is to protect the A12 J19 from unrestricted flows from the west. National Highways will be consulted on the wording and content of the agreement prior to it being agreed, entered and signed by the consortium, Chelmsford City Council and Essex County Council.

Essex Bridleways Association

Comments
24.01.25 The Essex Bridleway Association has advised that its comments from January 2024 remain pertinent, as follows: • Bridleway 48 Boreham – The bridleway adjoins the south east corner of Zone 2 and is an important bridleway as it represents a key link to a broader bridleway network encompassing Bridleways 22, 23 and 37. Slide 67 of the Design and Access statement (Access and Gateways) mentions the possibility of an upgrade of Footpath 16 to bridleway status to link to Bridleway 48, which of course would be welcomed. EBA would appreciate further detail on this proposal to understand whether there is serious intent in achieving this upgrade. • Footpath 8 – The EBA appreciates that the path lies outside of the planning application, however, the further upgrade of Footpath 8 (154 metres) to bridleway status would then provide natural linkage to existing Bridleways 22 and 23 Boreham. • Dukes Wood - EBA is pleased to see the proposed creation of an orbital multi-user route around the perimeter of Duke's Wood Nature Park, providing accessible recreational routes for everybody, including walkers, cyclists and horse riders, linking into the new network of bridleways in Beaulieu. • Bridleway 48 – The EBA is unclear as to whether the orbital path would be able to be accessed from Bridleway 48, which would extend the southern bridleway network in a northerly direction. • Proposed Bridleway Network - A specific map showing the proposed bridleway network across the whole of CGC, detailing the linkages to the Beaulieu network would be welcomed. • Orbital Route - Slide 67 of the Green Infrastructure Study is simply an artist's sketch of the orbital path at Duke's Wood Nature Park, nevertheless it does beg questions.

- How will safety issues be managed between the multi-users, i.e. is the intention to have a separate bridleway or track segregated from walkers and cyclists? If not, then there are safety issues to be considered affecting all users.
- What is the proposed surface that horse riders will use when riding the orbital route?

EBA is broadly pleased to see the potential creation of additional equestrian routes but does not consider the level of detail provided to be sufficiently adequate, and therefore seeks to be provided with further detail, in due course, as above.

Cycling Action Group

Comments
No comments received.

Ramblers Association

Comments
17.03.26 The Ramblers Association has advised that its comments from 15th November 2023 and 4th December 2024 remain pertinent, as follows: • Amendments – Revisions have been submitted to the application being brought forward by CLQ. • Public Rights of Way - Section 03, page 18, of the Design and Access Statement - November 2024 verifies the location of the existing PRoW, including those abutting the site. • Footpath 7 Chelmsford Garden – The path leads into the centre of the site, which will be stopped short by the Chelmsford North-East Bypass, and Footpath 8 Chelmsford Garden/Boreham and Footpath 16 Boreham bound the site to the South. • Impact – The outline proposals do not appear to greatly impact the existing PRoW mentioned. • Route Network - A movement network of Primary and Secondary Active Routes across and serving the site is proposed; this is outlined in Section 05 where a plan also verifies the pedestrian and cycle access points to the existing PRoW. • Chelmsford North-East Bypass – The bypass will have an underpass and two bridge crossing locations (which are to be agreed with the Highways Authority). • Primary and Secondary Active Travel Routes - Section 08 goes into greater detail in relation to the design of the proposed routes and the pedestrian and cycle access points. • Upgrades - Mention is still made of upgrades to Footpath 16 Boreham and Bridleway 48 Boreham; full details/agreements will need to be established in future proposals. • Phasing - The indicative phasing of the scheme is outlined in Section 11; this verifies seven phases which will have limited impact on the existing PRoW.

Essex and Suffolk Water (ESW)

Comments
25.03.26 Essex and Suffolk Water has assessed the potential impact of proposed developments on network

capacity. Infrastructure upgrades in Chelmsford are planned to help ensure the network can continue to support future development and that work towards these improvements is underway. Timescales for completion cannot be confirmed at this stage.

The developer should demonstrate how water will be sourced for construction purposes, including temporary supply, and confirm that this will not adversely impact on existing supplies or infrastructure.

ESW encourages developers to go beyond the Building Regulations minimum water efficiency standard of 110 litres per person per day. A more ambitious target of 85 litres per person per day would help to support environmental sustainability and ensure developments are resilient to water pressures.

Commercial development should be designed to operate in accordance with BREEAM Excellent.

ESW requests that the proposed landscaping scheme explicitly incorporates drought resilient planting and efficient irrigation systems.

Previous comments received on 26.4.24 and 21.5.25

Anglian Water Services

Comments
12.03.26 Anglian Water have no additional comments to add to comments issued on 3 January 2025. 3.1.25 • Assets Affected – Assets owned by Anglian Water or subject to an adoption agreement, are located within or close to the development boundary that may affect the layout of the site. The site layout should take this into account and accommodate those assets within either prospectively adopted highways or public open space; if this is not practicable, then the sewers would need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991, or in the case of apparatus under an adoption agreement, the applicant should liaise with the owners of the apparatus. Diversion works should normally be completed before development can commence. • Wastewater Treatment - The Chelmsford Wastewater Recycling Centre falls within the acceptance parameters and can accommodate the flows from the proposed growth. • Used Water Network Condition – Anglian Water has worked with the applicant to establish a sustainable point of connection for the proposed site. The Foul Water Drainage Strategy must conform to the overall Foul Water Drainage Strategy approved by Anglian Water which required that the foul water flow from the development site connects to sewerage that drains to the Beaulieu Park pumping station. The means of connection for Zone 2 must be compatible with those of Zones 1 and 3. A condition requiring approval to a strategic foul water strategy prior to commencement of development is recommended. • Surface Water Disposal – No comments to make on the surface water drainage strategy. Advice should be sought from the Lead Local Flood Authority and Environment Agency.

Environment Agency

Comments

05.06.26

The Environment Agency has reviewed the submitted Flood Risk Assessment (15.4.26) and technical note (2/6/26) and is now in a position to withdraw its holding objection and replace with a condition.

Comments on Flood Risk.

Having reviewed the FRA and Technical note the EA have the following comments to make.

- Technical Note - The note provides key information that the Environment Agency was not previously aware of, and which has altered the position on the application.
- Park Farm Brook - The ordinary watercourse Park Farm Brook has been diverted to the north and east as part of the ongoing mineral extraction site; as such fluvial floodwater has been moved further away from the 4 buildings indicated as being within Flood Zone 3.
- Flood Zone 1 - The changes to the watercourse and the raising of the site levels, gives confidence that the buildings (within Park Farm) may actually be in Flood Zone 1, although some uncertainty remains.
- Reserved Matters - The application is outline with all matters reserved. The applicant can provide all proposed development in Flood Zone 1 with some potential refinement of the site layout at reserved matters stage.
- Condition - A condition is recommended requiring an updated FRA at reserved matter stage which confirms that fluvial flood risk on the site once there more certainty on the restored site levels; this approach allows the EA to remove their objection.

Background

The flood map planning shows the site lies predominately within Fluvial Flood Zone 1 with an area of flood zone 3 associated with Park Farm Brook.

A range of different development uses are proposed within Zone 2, which are classified as highly vulnerable development including the land for travelling show people.

Flood Risk Assessment

The EA have the following comments on the FRA.

- Flood Zone 1 - The FRA states that all proposed development is in Flood Zone 1; however, the technical note confirms that 4 proposed buildings for mixed use development are partially within Flood Zone 3.
- Modelling - The flood zones at this location are based off National Flood Risk Assessment which is formed from new national modelling that was published in 2025 and means that there is no local detailed flood risk model that can be referred to for more detail.
- Levels - The site levels will get lower as part of the site is dug out for mineral extraction and then raised higher than the existing site levels as part of the site restoration; as such, these raised levels are likely to further reduce the likelihood of this part of the site being in Flood Zone 3.

Sequential Test

The local planning authority should determine if there are other sites available at a lower risk of flood risk and whether the sequential test has been passed.

Other Sources of Flooding

The site may be within an area at risk of flooding from surface water, reservoirs, sewer and or groundwater; these risks should be fully considered.

Homes England

Comments
No comments received.

NHS Mid and South Essex Integrated Care Board

Comments
19.05.26 • Strategic Growth Site 6 (North-East Chelmsford) requires the appropriate provision of community space and / or financial contributions as required by the NHS/CCG for healthcare. <u>Healthcare Facilities</u> • Significant new population resulting from the development of the CGC would increase demand for a new health centre. Due to the proposed phasing of the development and constraints related to mineral extraction, two permanent healthcare facilities are proposed; one in Great Belsteads (Zone 1) and one in Park Farm (Zone 2). • Split of healthcare infrastructure is not the preferred delivery model for the NHS; a single larger facility is preferable, however, the ICB recognises the benefits to the overall Garden Community that are achieved by staged delivery of infrastructure and so has accepted this approach. <u>Funding</u> • Facilities required to fully mitigate the impact of the development on the healthcare infrastructure; these should be constructed and transferred, either leasehold or freehold to the NHS, at nil or negligible cost. • An agreement requiring the developer to provide a healthcare facility only if costs are not higher than a set value, a cap on their obligation, and to lease the centre to the NHS at, or close to commercial market value, would not mitigate the development impact. The approach would generate a burden on the NHS, that is likely to be unaffordable and so may result in no NHS healthcare infrastructure provision on the CGC site. • Clear heads of terms should be provided when determining the application; without the information, there would be considerable uncertainty over the likelihood of securing the necessary healthcare infrastructure. The finer detail of leasehold and rental agreements can be settled after committee's consideration, however, clear principles need to be established to ensure sufficient information upon which a sound decision can be made, and to provide a framework for the subsequent negotiation of the legal agreement. • Prior to the December Planning Committee (Zones 1 & 3), the first health care centre was proposed to be leased to the NHS with (i) a rent free period, (ii) service charge fixed period and (iii) market sector rent in accordance with terms set out in the site specific s106 Agreements. The ICB submitted a representation on 12th December confirming that the third principle was unacceptable and the first and second required further clarification. • Current market sector rent for a health care facility of 1,029sqm (the requirement for the Garden Community overall) is likely to exceed £300,000 / annum. The District Valuer's valuation would be close to £250,000 / annum. The costs are not affordable in either scenario and may leave the NHS with no choice but to decline the option to lease the healthcare centres, leaving the Garden Community without on-site primary healthcare provision. • A rent-free period and a period of fixed service charges would help manage the impact of additional costs of the health centre lease. The principles, as drafted are too vague to give assurance that the development would come close to mitigating its impact on healthcare infrastructure, or that the lease would be affordable to the ICB.

- The ICB request that the committee agree some detail around the following principles:

i. Rent free period to be no less than 5 years.
ii. No increases to service charges for a minimum of 5 years.
iii. Rent paid by the ICB to be more than 20% market rent considering the DV valuation of healthcare buildings.

Concluding Remarks

- The ICB's request for a more detailed committee resolution was not secured and negotiations on the first healthcare facility within Zone 1 have not yet concluded. Beneficial to have clearly defined parameters within the committee resolution to guide the drafting of the s106 Agreement for the application.

Essex County Fire & Rescue Service

Comments
23.03.26 Essex County Fire and Rescue Service has commented as follows: Access • Access for Fire Service purposes has been considered in accordance with the Essex Act 1987 – Section 13 and Building Regulations 2010. • Detailed observations on access and facilities for the Fire Service will be considered at Building Regulation consultation stage. Building Regulations • The responsibility of anyone carrying out building work is to comply with the relevant requirements of the Building Regulations; an applicant can decide whether to apply to the Local Authority for Building Control or to appoint an Approved Inspector. Water Supplies • The architect or applicant is reminded that additional water supplies for firefighting may be necessary for this development. The architect or applicant is urged to contact Water Section at Service Headquarters, 01376 576000. Sprinkler Systems • Essex County Fire & Rescue Service (ECFRS) uses every occasion to urge developers to consider the installation of Automatic Water Suppression Systems (AWSS). ECFRS are ideally placed to promote a better understanding of how fire protection measures can reduce the risk to life, business continuity and limit the impact of fire on the environment and to the local economy. ECFRS recommends a risk based approach to AWSS and encourages developers to use them to allow design freedoms, where it can be demonstrated that there is an equivalent level of safety and that the functional requirements of the Regulations are met. Previous responses were received 02.12.24 and 14.11.23

Essex Police – Strategic Planning

Comments
07.12.23 Essex Design Guide The Essex Design Guide provides high level direction for new developments and infrastructure. The relevant points in the guide are summarised below: • Encourage engagement between Essex Police, local authorities and developers at the earliest opportunity. • Create proactive, consistent and informed early responses to new demand development will place on emergency services. • Create a collaboration programme with emergency services and other partners to enhance ability to achieve service benefits and property performance targets. • Encourage proactive police communication with new residents/communities to promote public confidence and cohesion. • Deliver estates provision responding to demands of modern policing, embrace digital and cultural enablers and reduce physical footprint. • Explore opportunities for shared environmentally sustainable community with shared facilities to provide flexible spaces to accommodate changing needs of policing. Designing out crime and Secured by Design • Work with planners, architects and developers to ensure development considers community safety and wellbeing • Prevention of Crime and Disorder is supported through well-designed places and includes sense of community and safety • 'Secured by Design' and 'Police Crime Prevention Initiatives' (where applicable) standards are incorporated as a minimum • Implement a 'Crime Impact Statement' within the Design and Access Statement • Incorporate provision of affordable housing for key worker accommodation • Ensure work/education/public spaces are well designed and promote safe, secure communities Traffic Management Considerations • Management of impact to existing roads and appropriate design of new networks • Engage with master-planner for transport related development • Engage in 'Safe System' approach, recognising human lives/health should not be compromised by need to travel • Developers should contribute to designing out the need for enforcement within the construction of newly built roads; this would also apply to estate roads where the introduction of any desired speed limit is largely self-enforcing through design. • Developers also need to consider how design and layout decisions can have a negative long term impact upon neighbours and communities e.g. in relation to parking disputes through lack of available parking; they should also ensure that roads are safe for all road users and not just vehicles. • Developers are encouraged to follow the five pillars of the Safe System approach (safe speeds, safe road use, safe roads & roadsides, safe vehicles, post collision response & care) which helps to achieve the Essex Police aim of reduced road related deaths to zero. • Request advance insight to road closures and movement of Abnormal Indivisible Loads

Zero Emission Fleet and Infrastructure Strategy

- Considerations to facilitate efficient policing response, e.g. EV Charging to accommodate EV fleet.

Essex Police - Designing Out Crime

Comments

12.05.26

The Essex Police – Designing out Crime Office (DOCO) has commented as follows:

- To ensure consistent approach with Beaulieu, request that 'Secured by Design' accreditation is secured for all Zone 2 development.

Green spaces, community gardens and public realm areas

- Spaces need to be designed to be safe, secure and inclusive with consideration to Violence Against Women and Girls strategy.

15-minute neighbourhoods & Pedestrian and cycle paths

- Welcome partnership working to ensure concept/proposed routes are designed to be safe and secure.

Holt Lane

- Given proximity to Essex Police facilities, consultation on proposed cycle route in this location is essential.

28.01.25

- Welcome strategic overview of designing out crime methodology and commitment to consult with DOCO team prior to Reserved Matters. Request consultation moved earlier to prior to Detailed Design Code Stage
- Request architects adopt 'Security Overlay to the RIBA Plan of Work'
- Recommend adopting crime as a material consideration and the foreseeability of crime throughout. Request planning condition to secure and apply 'Crime Prevention Through Environmental Design' (CPTED) practices.
- Request planning condition to secure accreditation to 'Secured by Design' award.

Care Provision

- Would welcome consultation at design stage regarding design, layout and security.

Travelling Show People Site

- Request consultation regarding location, proximity, security and accessibility of proposed site.

Lighting

- Request inclusion of detailed lighting design.

Built Environment

- The team would welcome early consultation in relation to all areas of the Built Environment.

Road Infrastructure

- Noting routes give priority to active travel modes, it is essential that emergency vehicles can gain rapid access to any incident.
- Enforcement strategies should be self-policing and enforceable.
- Emergency Services should not be overburdened to overcome inadequacies in safety management, access control or enforcement.
- Active Travel Bridge - request liaison as deliberation needed to identify and mitigate risk of attack to traffic through missiles, ASB, graffiti and potential for suicidal individuals.
- Consideration to be given to the design of all parking areas including security components such as lighting, landscaping, access and egress.
- Welcome consultation on cycle facilities/storage, EV charging provision, Car Club provision and mobility hubs.

Active Travel Principles

- Consideration should be given to environmental design so that the community feel included, safe, and comfortable using those spaces. The team would welcome the opportunity to work with lighting designers and ecologists.

Landscaping / Public Realm Provision

- The team would welcome consultation on Dukes Wood Nature Park, The Ride and Park Pale, landscaping proposals that abut and/or embed within the built environment, design and layout of Orchard and Community Garden provision.

Health and Wellbeing / Sports Provision

- The team would welcome consultation in relation to:

  - Safety and inclusivity, having regard to Violence Against Women and Girls strategy
  - Lighting provision
  - Community provision attributed to sprots provision
  - Fencing and Boundary Delineation Specification
  - Design of play and sport provision
  - Parking provision
  - Design and layout of publicly accessible gym
  - Management and maintenance strategies

Previous response was received 13.12.25

Natural England

Comments
26.5.26 Natural England notes that the Local Planning Authority has undertaken an appropriate assessment of the proposal in

accordance with the Habitat Regulations 2017.

The appropriate assessment concludes that the local planning authority is able to ascertain that the proposal will not result in adverse effects on the integrity of the sites in question. Having reviewed the assessment and mitigation measures Natural England advises that they concur with the assessment conclusions providing that all mitigation measures are appropriately secured. Sufficient green space should be in place prior to occupation of each phase of construction.

Essex Wildlife Trust

Comments

21.01.25

- Welcome ambition of the core Green Infrastructure (GI) themes to prioritise nature recovery, grow healthy, active communities, and build in resilient landscapes.
- Zone 2 should ensure the GI supports the conservation status of priority species and habitats and delivers net positive benefits for wildlife.
- The GI network should:
- Create and restore effective links to and between existing habitats and ecological corridors.
- Contribute positively to reversing the long-term decline in biodiversity and aid nature's recovery with space for wildlife to flourish
- Value existing habitat and features through protection and enhancement.
- Consider the wildlife and habitats as a fundamentally integral part of a truly sustainable built environment.
- Translate a commitment to wildlife into sustainable, long-term reality.
- Commitment to employ appropriate mechanisms to secure successful implementation of GI is essential
- A hierarchical approach should be adopted that:
- Contributes to local biodiversity targets and landscape-scale conservation priorities.
- Prioritises features with a high biodiversity value.
- Compensate for fragmentation of ecological networks and features by creating suitable habitat allowing movement of key species.
- Where possible, and appropriate, create transitional and supplementary habitats to sustain more widespread habitats and species.
- Reflect the objectives of protected species mitigation in the design, implementation and management plans for the green infrastructure features.
- Industry standards relating to the conservation status of key species must be integral to the development's design
- A commitment to on-going monitoring is needed to:
- Establish the impact of the development's approach to the conservation status of key species.
- Identify instances where designed/specified biodiversity measures have been unsuccessfully implemented in the first instance (during the construction stage) and/or implemented but unsuccessful in achieving defined targets and landscape-scale conservation priorities (in the operational stage).
- Trigger the appropriate remedial intervention.
- This needs to be coupled with a mechanism to facilitate the appropriate intervention to remediate failing or unsuccessful measures and safeguard the function and benefit of the development's GI.
- Species identified as key species should be targeted in provision of ecological features.
- Provision of 'dark corridors' needs to be considered for light sensitive species such as bats.
- Examples of integral building features to consider include green walls/roofs, fauna walls, drystone or gabion walls, water features.
- The GI should be designed to restore, enhance or create effective links with, or stepping-stones to and from, wider sites and networks.
- The GI design should contribute to the Essex LNRN.
- Timing and delivery of GI needs to be clearly set out, and the first phase of the development must include GI to

support the health and wellbeing.
- Zone 2 should consider how it will future proof any longer-term proposals being planned for but not implemented as part of the current project.

Standards to Guide Planning, Development and Operations of Zone 2

- All streets and roads should be tree lined. The full contribution of road verges to GI should be realised, and land allocations should both allow for this and accommodate underground services and all necessary sight lines.
- All buildings, structures and underground services should be constructed to standards that minimise the risk of structural damage from subsoil ground movements caused by tree roots, drought or waterlogging.
- All hard surfaces should be permeable unless there are sound technical arguments overriding this requirement.
- Include a range of semi-natural spaces, including designated local nature reserves, which provide passive recreational access to a variety of habitats. Some of these should incorporate appropriate educational facilities or features to encourage use by school groups.
- Include a network of greenways to connect the larger, more expansive open spaces.
- Include a range of 'pocket parks' providing social and amenity space (which is especially attractive to older people), possibly associated with toddler play areas at a neighbourhood scale.
- Include natural green spaces and wild or free play areas in the urban setting.

Options to consider for GI design and implementation

- Create multi-functional habitat on buildings to provide high quality wildlife habitat equal in quality and function to local priority habitats.
- Include bat boxes, bricks or lofts and bird boxes on all housing, to reflect the species within the area.
- Ensure that where possible streets and roads are tree-lined or contain hedgerows appropriate to local character, habitats and species.
- Incorporate insect-attracting plants, hedgerows, log piles, and other places of shelter for wildlife refuge/hibernation within structural landscaping and open spaces.
- Include hedgehog friendly features such as hedgehog gravel boards for residential garden boundaries to create linked habitat.
- Avoid impermeable surfaces unless there are sound technical arguments overriding this requirement.
- SuDS should be designed as focal points and enhanced for biodiversity by incorporating ditch habitat, reedbeds and pond networks.

- Harvest, store and re-use rainwater in low carbon systems and incorporate such systems into all strategies for the GI.
- Create natural green spaces and wild or free play areas in the urban setting. The boundaries of sports pitches should be designed and managed for biodiversity.
- Create larger-scale natural habitat within informal open spaces, the country park and play areas. Incorporate areas of wild bird cover for the benefit of farmland birds.
- Habitat creation and enhancement should be designed around existing assets wherever possible and appropriate,
- Create verges of priority habitat, hedgerow, wildflower-rich or rough grassland along roads, streets, and pedestrian and cycle networks. Use species mixes for grass verges designed carefully to attract insects; incorporate small areas of rough grassland or taller herbs to benefit other wildlife.
- Sensitive habitats should be buffered with additional planting wherever possible to discourage access. Providing clearly delineated recreational open spaces and appropriate interpretation/signage helps to divert visitors away from sites that are sensitive to recreational disturbance.

Historic England

Comments
24.03.26 Historic England suggests that the City Council seeks the views of specialist conservation and archaeological advisers on this application.

Sport England Eastern Region

Comments
13.05.26 The updated table in the technical note addresses the query raised in the response dated 31st March 2026. The advice on conditions and obligations set out in the earlier response still apply. The conditions indicated for the Zone 2 application are the same as those requested for the Zone 3 application in relation to the design and layout of the sports hub and sports pitch feasibility study/construction specification and so Sport England are content for the Zone 3 conditions to be used as a basis. 31.03.26 Significant amendments have been made to the application in relation to community sports facility provision since the initial response in March 2023. <u>Community Sports Facility Provision</u> The approach to community sports provision is broadly supported subject to the following matters being addressed through planning obligations or planning conditions as set out in detail in the response: • Dukes Wood Sports Hub Sports Facilities Minimum Specification • All Through School Shared Use Sports Facilities Minimum Specification • Park Farm MUGA Minimum Specification • Community Spaces Minimum Specification (if appropriate) • Dukes Wood Sports Hub Tenure and Management Details • All Through School Community Use Agreement • Dukes Wood Sports Hub Phasing • Off-Site Financial Contributions • Dukes Wood Sports Hub & All Through School Design and Layout • Dukes Wood Sports Hub Playing Pitch Feasibility Study & Construction Specification <u>Primary Schools</u> The planning permission should make provision for securing formal community use agreements on the primary school site through conditions. <u>Active Design</u> A planning condition be imposed requiring subsequent reserved matters applications to demonstrate how Active Design principles have been considered in the detailed design of the development. <u>Community Sports Facility Provision</u> The proposals for Zone 2 currently include up to 3,500 dwellings, Dukes Wood Sports Hub, which will include formal natural turf sports pitches, a pavilion and associated car parking and an All Through School which would include shared use sports facilities comprising a 4 court sports hall, 2 x 3G artificial grass pitches and a MUGA. A range of opportunities for informal sport

and recreation would also be provided throughout the development.

The proposals for community sports facilities are principally set out in the Sports Strategy (November 2024) as amended by the Sports Strategy and GI Strategy Consultant Response Technical Note (March 2026).

The evidence base for community sport and local planning policy context can be summarised as follows:

- Adopted Chelmsford Local Plan Policy S9 which includes a requirement for development to provide community infrastructure which includes sport, leisure and recreational facilities and allocation Policy SGS6, which requires the development to provide, or make financial contributions to, new or enhanced sport, leisure and recreational facilities as well as new multi-functional green infrastructure including outdoor sports facilities.
- CCC Playing Pitch and Outdoor Sports Strategy (2024) and the Indoor Sports Assessment & Strategy (2024) which collectively provide the current evidence base for community outdoor and indoor sports facilities in Chelmsford. The strategies identify a range of existing and future deficiencies in facility provision. Sport England and the sports governing bodies were engaged in the preparation of these strategies.
- Development Framework Document (DFD) - The DFD has been prepared jointly by the development consortium and the local authorities to provide a framework for considering the planning applications and sets out that each outline planning application will be required to set out within an Outdoor Sports Strategy, masterplans, Parameter and Phasing Plans how sports facility provision will be delivered including their size. The document also advises that two City Council run sports hubs are proposed (Great

Belsteads and Dukes Wood) and a co-located sports facility at an all through school.

- CCC Planning Obligations SPD (2021) requires strategic open space (including outdoor sports facilities) to be provided in accordance with the requirements of the Local Plan and includes a formula for calculating financial contributions towards parks, sport and recreation grounds.
- Evidence - A robust local basis case exists for justifying the provision of outdoor and indoor community sports facility provision to be made by the development proposal in accordance with paragraph 103 of the NPPF.

Outdoor Sports Provision

- Outdoor Sports Provision - The application's approach to meeting the additional outdoor sports needs generated is to provide formal outdoor sports provision at the Dukes Wood Sports Hub, which will be an area of 7.38ha of open space. The All Through School is proposed to provide 2 x shared use 3G artificial grass pitches, natural turf pitches and a 4 court MUGA. The All Through School facilities are also intended to meet some of the outdoor sports needs generated by the developments within Zones 1 and 3 of the Garden Community, which would not be met in their respective developments.
- Outdoor Sports Strategy – The submitted Sports Strategy for Zone 2 has been prepared in consultation with the City Council and Sport England and is considered to meet the requirement set out within the DFD, that each outline planning application detail within an Outdoor Sports Strategy where outdoor sports facilities will be delivered including their size and proposed facilities.
- Dukes Wood Sports Hub – The illustrative proposals shown in the Sports Strategy show a 3G artificial grass pitch, 2 senior natural turf football pitches, 4 youth natural turf football pitches, a 9 wicket cricket pitch and artificial wicket, a 3 bay cricket practice net system, 3 x MUGAs for tennis, netball and basketball plus a pavilion and ancillary parking would be provided. The operators of the sports hub may choose to mark out alternative football pitch layouts in practice to meet local demand, however, the illustrative layout demonstrates that pitch requirements and ancillary facilities set out in the DFD could be accommodated within the space available at the sports hub site. The sports hub could satisfactorily accommodate the quantity of provision required. A planning obligation would need to set out the minimum facilities that the sports hub should be designed to accommodate as well as the ancillary facilities to ensure that the detailed scheme progressed at reserved matters stage can deliver these facilities in practice.
- All Through School – The illustrative proposals shown in the Sports Strategy show that two 3G AGP's would be provided for shared use together with a 4 court MUGA for tennis, netball and basketball. Natural turf playing pitches would be provided but these would be principally for school use. Ancillary facilities would be provided with the shared use indoor sports facilities, which would include community changing rooms that would be used principally for outdoor sports use. The All Through School could satisfactorily accommodate the quantity of provision required. A

planning obligation would need to set out the minimum facilities that the All Through School should be designed to accommodate as well as the ancillary facilities to ensure that the detailed scheme progressed at reserved matters stage can deliver these facilities in practice.

- Park Farm Green – An informal MUGA is proposed at Park Farm Green to provide informal tennis/netball/basketball courts, which is welcomed and would complement the more formal provision at the other sites.
- Dukes Wood Nature Park – The proposed orbital multi-use route around the nature park is welcomed and would provide informal opportunities for walking, running and cycling. The applicant has advised that the design would take account of England Athletics Track design concept which is supported. The opportunity has been shown for incorporating water sports on the proposed lake, which is also welcome although not part of the application proposals.

- Playing Pitch & All Grass Pitch Construction – All pitches within the Dukes Wood Sports Hub and All Through School will be designed to meet Sport England's Natural Turf for Sport design guidance and the FA's Guide to Football Turf Pitch Design Principles and Layouts, which is welcomed as this should ensure that the pitches are constructed and designed to a suitable standard that will allow them to be suitable for meeting community playing pitch needs. The matter will be secured by a condition or obligation.
- Ancillary Facilities – The Sports Strategy sets out the minimum facilities which would be included in the All Through School's indoor facilities and the Dukes Wood Sports Hub pavilion. The specifications respond positively to advice provided by Sport England and the City Council. Sport England would expect the ancillary facilities listed in the Sports Strategy (as amended by the Sports Strategy and GI Strategy Consultant Response) to provide a minimum specification for inclusion in a planning obligation in relation to the facilities required to support the use of the sports pitches on the All Through School and Dukes Wood Sports Hub sites. The minimum specifications could be expanded upon if the ancillary facilities are to accommodate other community requirements. Precision is particularly required in a planning obligation about the minimum numbers and sizes of team and officials changing rooms required to avoid these being left open to interpretation at reserved matters stage, which could result in the pavilion providing insufficient changing capacity to support the use of the pitches and/or meet sports governing body design guidance. One minor amended is requested to the All Through School specification in Appendix A of the Sports Strategy and GI Strategy Consultant Response. The total floorspace required for the two officials changing rooms should be 18sqm rather than 12sqm. The 12sqm listed only accounts for the changing space in each officials changing room and does not account for the space required for a toilet, shower and lobby, which is typically around 3sqm for each officials changing room.
- Off-Site Provision – The on-site facilities would provide for additional demand generated by the development for natural turf football and cricket pitches, 3G AGP's and tennis/netball/basketball courts. The additional demand generated by other sports would be met off-site. The RFU and England Hockey have respectively advised that improvements to the rugby club facilities at Coronation Park and the hockey facilities at Chelmer Park/Chelmsford Hockey Club would be preferable to new provision on-site. The applicant has offered to make provision for off-site facilities for these sports through CIL or planning obligation payments which is welcomed; if secured through CIL, the Council would need to make provision for ring fencing CIL receipts so that they are used for delivering off-site outdoor sports facility provision that would meet the needs of this development in practice.

Indoor Sports Provision

- Provision – The principal form of indoor sports provision would be a 4 court sports hall designed to Sport England's recommended dimensions rather than DfE Guidance for Educational Sports Halls. Provision would also be made for two shared use activity studios, a fitness suite and a set of changing rooms (plus community changing rooms to serve the outdoor sports facilities as set out above). The Dukes Wood Sports Hub Pavilion would also include a clubroom designed in accordance with Sport England's Village and Community Halls Design Guidance to allow some indoor sports to take place such as fitness and dance. The community halls provided within the development may also offer secondary opportunities for indoor sports and activities.
- Sports Hall – The proposed sports hall would be consistent with the DFD and would be supported in principle as an appropriate way of meeting the development's sports hall needs (including Zones 1 and 3). A minimum specification for the sports hall and supporting facilities would need to be agreed for inclusion in a planning obligation to ensure the facilities are fit for purpose for community use in practice.
- Activity Studios and Fitness Suite – The facilities would complement the sports hall and be an efficient way of helping

to meet the studio and fitness suite needs of the community and would help ensure the facilities are available over a long term period. Revenue from an activity studio and fitness suite could

also help subsidise community use of the other sports facilities.

- Dukes Wood Sports Hub Pavilion – The principle of using the pavilion for indoor activities such as dance/fitness classes is welcomed as this would assist with the sustainability of the pavilion facility plus widen the range of sports/activities, which could take place at the sports hub. The minimum pavilion specification would need to ensure that the design is suitable.
- Community Space – Flexible community and education floorspace is proposed in Willow Hill Village, Park Farm Village and Hawthorn Village. The potential would exist for such floorspace to be designed for indoor sports/activities such as dance, fitness and martial arts; this would be welcomed as a secondary

form of indoor sports provision to support the principal indoor sports facilities. A minimum specification for inclusion in a planning obligation would need to be agreed to help ensure that the community spaces are suitable for indoor sports use.

- Swimming Pools – Off-site provision should be made for swimming pool provision in line with the recommendations of the Council's Indoor Sports Assessment and Strategy, which would be used towards the refurbishment/replacement of existing swimming pools in Chelmsford.

The submitted Sports Strategy has demonstrated that much of the additional demand for sports facilities generated by the proposed development would be met on-site through the facilities proposed at the Dukes Wood Sports Hub and All Through School, while other facilities could be met off-site elsewhere within the Chelmsford area. The approach to sports facility provision is therefore broadly supported, however, the position is strictly subject to provision being made in any planning permission for the facilities to be secured and delivered in practice and for the detailed design to be addressed as part of reserved matters applications. The following should be secured as obligations within the s106 Agreement and/or planning conditions:

Planning Obligations

- On-Site Sports Facilities Minimum Specifications

i. Dukes Wood Sport Hub – Facilities to be provided in accordance with the provisions set out in Sections 5.3 and 5.4 of the Sports Strategy together with a requirement for the facilities to meet the relevant Sport England and FA Design Guidance as set out in the Sports Strategy and GI Strategy Consultant Response Technical Note.
ii. All Through School Shared Use Facilities – Facilities to be provided in accordance with the provisions set out in Appendix A of the Sports Strategy and GI Strategy Consultant Response Technical Note plus a requirement for the facilities to meet the relevant Sport England and FA Design Guidance.
iii. Park Farm Green MUGA – MUGA to be designed in accordance with the provisions set out in Section 5.8 of the Sports Strategy.

Community Spaces – A requirement for the community spaces (such as the community halls) to be subject to a minimum specification to allow them to be used for indoor sport.

- Dukes Wood Sports Hub Tenure and Management – A planning obligation to make provision for details of tenure and land transfer arrangements, the facility management and maintenance arrangements.
- All Through School Community Use Agreement – A planning obligation to make provision for a community use agreement for securing the use of the shared facilities on the All Through School site. The local planning authority should consider whether a Community Use Agreement Principles document should be prepared before determination of the application to set out the minimum requirements for community use of the All Through School shared facilities to provide a framework for a subsequent community use agreement.

- Dukes Wood Sports Hub Phasing – Provision for the Dukes Wood Sports Hub and the All Through School to be appropriately phased with triggers to be agreed between the City Council and the applicant.
- Off-Site Financial Contributions – Provision to be made through CIL or a planning obligation for the following:

i. Rugby Union – Facility projects that will improve the capacity of rugby pitches and supporting facilities at Coronation Park. The specific projects to be informed by the City Council's Playing Pitch Strategy.
ii. Hockey – Facility projects that will improve or maintain the capacity of artificial grass pitches and supporting facilities at Chelmer Park or Chelmsford Hockey Club. The specific projects to be informed by the City Council's Playing Pitch Strategy.
iii. Swimming Pools – Capital projects that will enhance or maintain the capacity of existing swimming pools within the Chelmsford area. The specific projects to be informed by the City Council's Indoor Sports Assessment and Strategy when completed.

Should some or all of the above requested financial contributions be secured through CIL receipts, then the City Council will need to ensure that there is a mechanism for ring fencing the receipts so that they are used towards the above projects. Should financial contributions be secured through a planning obligation, Sport England can provide advice on how proportionate contributions can be calculated using Sport England's Playing Pitch Calculator and Sports Facility Calculator.

Given the range and complexity of issues that require addressing in a planning obligation, it is requested that the Council consults Sport England on the draft of the relevant sections of the planning obligation if a resolution to grant outline planning permission is forthcoming, as this would be the most efficient way to discuss and secure support for the content of a planning obligation rather than being overly prescriptive about the wording of an obligation at this stage.

Conditions

The following matters will need to be addressed at reserved matters stage to help ensure that the detailed planning, design and layout of the sports facilities is fit for purpose. Sport England has model planning conditions which can assist the Council; as a minimum the following matters should be addressed as a minimum:

- Submission and approval of the design and layout of the Dukes Wood Sports Hub facilities and the All Through School's shared use sports facilities if not required as part of a wider reserved matters – see Condition 9a of model conditions schedule.
- Submission and approval of a sports pitch feasibility study and construction specification for the Dukes Wood Sports Hub natural turf playing fields to ensure that the construction and design of natural turf playing pitches is fit for purpose – see Condition 10a of model conditions schedule.

Primary Schools

The two standalone primary schools and the primary school part of the All Through School would be expected to provide some sport and recreation facilities for meeting educational needs that could also be used by the community outside of school hours such as the playing field and the school hall. The facilities are principally for school use and would be designed for primary school aged children and whilst they should not be considered as a substitute for dedicated community facilities, they would offer potential to complement off-site provision made for dedicated community sports facility provision.

The planning permission should make provision for securing the community use of the sports facilities provided on the school site. A formal community use agreement would be the appropriate mechanism for securing community use; without the formal agreement being secured there would be no certainty that the facilities would be accessible for the community in practice after they have been built. Condition 16 of Sport England's model planning conditions schedule should be used as a basis for securing the agreement through a planning permission.

Sports Facility Management and Stewardship

The proposed Stewardship Body should include community development (including sport/physical activity development) staff as they can play an important role in community development, such as helping establish the sport and physical activity infrastructure and encouraging residents to be active. Experience from elsewhere has shown that without such support, new residents can often struggle to establish and sustain sports and activity clubs and groups. Consideration should also be given to using developer contributions to provide budgets for activation, such as programmes to encourage residents to participate in sport and physical activity to help influence behaviour change from the outset.

Given the scale of this development and the stewardship principles that it will be based upon, it is considered essential that adequate provision is made for delivering the stewardship body with sufficient resources to cover staffing and community development programmes through a planning obligation to ensure that it is delivered in practice. Sport England's Active Design Guidance (Principle 10) provides advice on good practice in relation to physical activity promotion.

Active Design

Sport England, supported by Active Travel England and the Office for Health Improvement and Disparities, has produced 'Active Design' (2023) a guide to planning new developments that create the right environment to help people get more active. The guidance sets out ten key principles for ensuring new developments incorporate opportunities for people to take part in sport and physical activity. The Active Design principles are aimed at
contributing towards the Government's desire for the planning system to promote healthy communities through good urban design.

- The development proposals offer opportunities for incorporating the active design principles and many of the indicative proposals in the outline application are welcomed and considered to be consistent with the principles, in particular the indicative proposals for the Dukes Wood Nature Park, Park Farm Meadow and Park Farm Green, the network of greenways, the network of active travel routes and the co-location of community facilities.
- Should the application be approved, and to help ensure that designing to encourage physical activity is given appropriate consideration in practice when reserved matters applications are prepared, Sport England would request a planning condition be imposed requiring details to be submitted and approved
which demonstrate how promoting physical activity has been considered in the design and layout of the development . The Active Design Guidance includes a checklist which can be used to inform the provision of such details and included in a document such as a Design and Access Statement or Health Impact Assessment.
- Sport England would also request that Active Design is considered through the maintenance and management proposals for the open spaces, and if active travel options are promoted in residents welcome packs, to encourage walking and cycling. Sport England would welcome discussions with the applicant in due course to provide further advice on how Active Design can be considered in the detailed proposals.

Livewell Accreditation

Sport England recommend that the scheme applies for the Livewell Development Accreditation as it aligns with many of the key health and wellbeing principles.

Previous responses were received on 17.12.24, 08.12.23,

Local Residents

Comments
Ten representations have been received. Eight representations raise objections to the application, one representation supports the application, and one representation neither objects to nor supports the planning application. The following matters and concerns were raised. Active Travel • 15 minute Neighbourhood – The proposal is unrealistic; in particular, the active travel routes are mentioned, but no clarification of how they would be enforced is provided. People will only be happy to walk if they feel safe and there is no clarification as to how that would be achieved or in relation to lighting for the routes to support safety. • Footpath Boreham 7 - Request that footpath is rerouted away from existing properties. • Active Travel England - Active Travel England to be added as a consultee to the application; they were included as a consultee on the associated Zone 1 and 3 planning applications.

Non-Residential Uses

- Facilities - Considerations to given to prioritise more wide ranging amenities, independent stores that will provide access to more services and products - e.g. farmers markets, GP's, schools and produce stores, etc; this will really support with the evolving culture in the area.
- Infrastructure - Chelmsford does not have adequate infrastructure, hospitals or doctors to accommodate any more new homes.

Green Infrastructure

- Drawings - The site plans show some green spaces for consideration, but for families, residents are keen to encourage creation of as much green space and especially park space as possible, with easy continuous access throughout the area (i.e. linked up cycle and pedestrian access to green spaces).

Highways Matters

- Generals Lane: Construction Access - Request that there is no disruption, or use of Generals Lane for access to the site for construction.
- Generals Lane: Octavius - Object to the plans for an egress road for Octavius on Generals Lane; this will cause significant traffic down the lane which is single track. The noise caused by this and the new compound for Countryside, which residents were also not made aware of until it started has caused concerns and will also cause significant increase in commercial traffic. A single track lane will not be able

to cope with the increase in traffic flow and also the noise that these compounds will generate. The egress road for Octavius is adjacent to residential properties and will cause considerable inconvenience, dust and noise.

A12 Widening Scheme

- National Highways - Residents were assured that the holding objection which National Highways had on these applications would only be removed if the widening of the A12 was approved. The approval is yet to be sanctioned so unclear why these applications are being considered now. The traffic in the local vicinity is awful. Residents safety should be considered. Appropriate infrastructure should be put in place.
- Cancellation of A12 Widening Scheme - A12 widening was classed as a 'hard dependency' by National Highways. Widening cancelled by Government; not obvious how any amended proposal will mitigate the thousands of extra vehicles in and around the A12 and the local roads around this development and other developments in Chelmsford, Beaulieu and Channels. Increasing the width of lanes on local roundabouts proposed as part of the application cannot mitigate the fact that the A12 widening will now not take place. The applications should not proceed until the A12 is widened. Despite assurances that the developments would only proceed once the widening of the A12 had been approved residents continue to see the planning applications progress despite the cancellation.

Gypsy and Traveller Site

- Highway Safety - A Traveller site in Zone 2 would introduce additional vehicle movements, including large towing vehicles, which require safe turning radii and visibility splays. Should the proposed access arrangements not be fully demonstrated to be safe and suitable for larger vehicles, then there are legitimate concerns regarding increased risk at junctions or roundabouts, and additional pressure to a road already serving construction traffic, school traffic, and commuter flows.
- Impact on Landscape Character and Green Infrastructure - A Traveller site typically requires hardstanding, fencing, lighting, and vehicle storage, all of which may negatively affect the visual character of the area, ecological connectivity, and the amenity of nearby residents and users of green spaces.
- Lack of Evidence of Need re: Location - The application does not demonstrate that Zone 2 of the Chelmsford Community Garden is the most appropriate or sustainable location.
- Insufficient Detail on Design, Layout, and Amenity - The proposal lacks essential detail regarding site layout,

Appendix 4

Chelmsford Garden Community

Development Framework Document

The best of town & country, the best of neighbourhoods & nature

A SHARED PLACE

CABINET EDITION

13 JANUARY 2023

Aerial View of Chelmsford Garden Community

FOREWORD

CONSORTIUM FOREWORD

The Development Consortium are proud to be part of the promotion, planning and delivery of Chelmsford Garden Community and are pleased to present this comprehensive vision, ethos and masterplan.

We hope that this Development Framework Document and its supporting documents demonstrate the outcome of genuine collaboration between the local community, stakeholders and the City and County Council.

By placing people, the environment and communities at the heart of the design process we hope to build a sustainable place that delivers what we promise.

We believe that this DFD demonstrates our commitment to quality place making, to creating homes and communities that are built to last and adapt over time, providing Chelmsford with a place to be proud of, for living, for working and for leisure.

Building on the continued successful delivery of Beaulieu and Channels, these proposals demonstrate an opportunity to grow the Garden Community further, to complement the existing facilities, to provide new opportunities and community space for the future community and to live side by side with nature whilst rising to the challenges presented by climate change.

We, the Development Consortium, are dedicated to delivering high quality design, construction and stewardship of the Garden Community, creating a legacy for future generations to come and to have a lasting long term positive effect on the natural environment.

By utilising the Development Consortium skills, experience and track record, we are committed to the timely and coordinated delivery of not just housing but the crucial delivery of strategic infrastructure including highway, community facilities, sports provision, health care, education and a substantial quantum of green infrastructure.

We hope that by continuing to work collaboratively both now and in the coming months, the detail and design of the Garden Community will evolve and be shaped by those that will eventually live, work and play within it.

Chelmsford Garden Community Consortium

CITY COUNCIL FOREWORD

When we have development, it's vital that we build communities for people, not just houses. That's what Chelmsford Garden Community is about. It is a unique opportunity to create new neighbourhoods that address some of today's big issues.

That not only means housing that is affordable, but real action on the climate and ecological emergency, building key infrastructure on time, delivering new jobs, and supporting sustainable travel. All to create communities that people are proud to call home.

The City Council is working with development partners to make this a reality at Chelmsford Garden Community. This draft document outlines the ambition, and has been shaped by public input and consultations.



Councillor Stephen Robinson
Leader of the Council

COUNTY COUNCIL FOREWORD

Effective place making and place-keeping enshrined in the Town and Country Planning Association's Garden City principles are the cornerstones to creating successful garden communities. Essex County Council expects these principles to be integral to the conception, planning and implementation of new garden communities to ensure they are well designed and of a high quality both now and well into the future.

As a Council we want to see truly sustainable communities delivered – those which provide adaptable and affordable homes to meet all needs, not just respond, but innovate, to meet the climate challenge head on, deliver a wide variety of jobs and routes to access them, have thriving and accessible hearts, and encourage active and healthy lifestyles within a green and pleasant environment.

We have welcomed the opportunity to help shape the masterplanning of the Chelmsford Garden Community so far, and encourage residents to take this opportunity to help plan a truly exemplar development for Chelmsford.



Councillor Lesley Wagland
Cabinet Member for Economic Renewal, Infrastructure and Planning

CONTENTS

FOREWORD 3

1. INTRODUCTION 5

2. PLANNING POLICY AND THE ROLE OF THE DFD 9
Local Plan Policy 10
The Role of the DFD 12

3. SITE CONTEXT 15
Context 16
Site Constraints 18
The Mineral Extraction Process 20
Restoration 21

4. THE VISION 23
A Shared Vision 24
A Shared Ethos based on Garden City Principles 26
Garden City Principles 28
A Shared Place 29
Key Targets & Metrics for the Garden City Community 30
Living in the Landscape 32
Promoting Active Travel 36
Inclusive Villages 40
15 Minute Neighbourhoods 44
Participatory Governance 48

5. ILLUSTRATIVE MASTERPLAN 51
Illustrative Masterplan Deliverables 52
Illustrative Masterplan 54

6. GUIDING FRAMEWORK PRINCIPLES 57
Movement Strategy 58
Wider Active Travel 60
Primary Active Travel Routes 63
Primary and Secondary Active Travel Routes 64
Existing Bridleways and Proposed Mixed Use Routes 65
Bus Provision 66
Wider Bus Provision 69
Vehicle Access, Mobility Hubs & Parking 70
Vehicle Access & Mobility Hubs 71
Mobility Hubs 72
Baseline Parking Standards 74
Green and Blue Infrastructure 76
Landscape Strategy 76
Heritage 78
Heritage Interventions 81
Discovery Trails 82
Biodiversity Net Gain 84
Sustainable Surface Water Drainage 86
Arboriculture 88
Open Space, Play and Sport 90
Waste, Energy and Utilities 94
Waste 94
Energy 98
Foul Water 104
Utilities (Electricity, Potable Water & Broadband) 106
Health and Community Infrastructure 108
Education 112
Employment 116
Stewardship 118

7. FRAMEWORK PARAMETER PLANS 121
Land Use and Access Plan 122
Green Infrastructure Plan 124

8. CHARACTER AREAS 127
Village Centres Hierachy Diagram 128
Village Centres Accessibility 129
Park Farm Village 130
Great Belsteads Village 132
Hawthorn Village 134
Channels Village Extension 136
Willow Hill Village 138
Willow Hill Employment Hub 140
Travelling Showpeople Site 141
Northern RDR 142
Domsey Lane 144
CGC Innovation Hub 146
Density and Character 148
Illustrative Boundary Frontages 150
Illustrative Landscape Frontages 151
Northern RDR and Primary Streets Typologies 152
Indicative Street and Active Travel Route Typologies 153
Landscape Character Areas 154
Heritage Landscape Interventions 157

9. DELIVERY AND PHASING 160
Overview 161
Phasing and Delivery 162
Future Proofing 170

10. DETAILED DESIGN CODE FRAMEWORK 173
Site Wide Principles and Detailed Design Code Stages 174

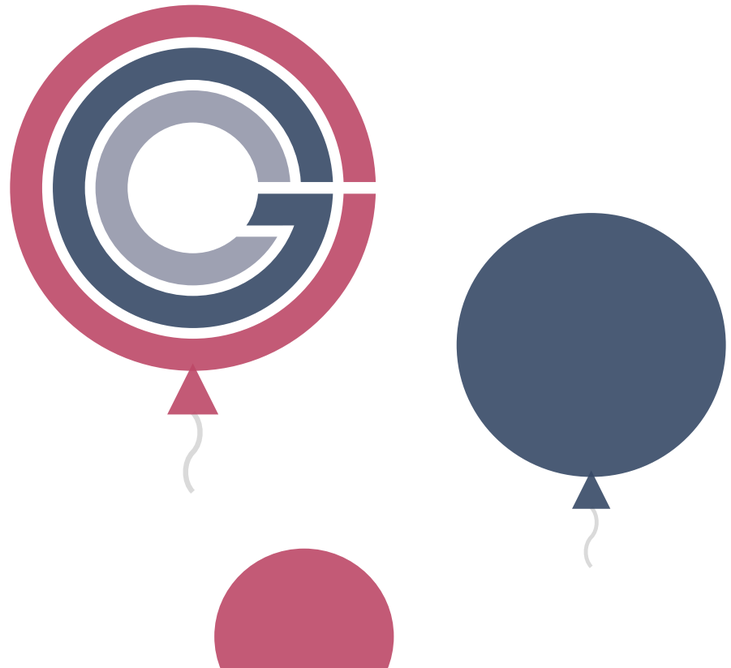
11. IMPLEMENTATION- PLANNING APPLICATION REQUIREMENTS 176
Pre-Application/PPA 178

A. APPENDIX 1 181
Evidence Base 183

APPENDIX 2 185
Detailed Design Code Framework 187

APPENDIX 3 189
Key Validation Requirements 190

APPENDIX 4 197
Non-Residential Floorspace 198



PROJECT CODE	01660
CREATED BY	JW/SJ
CHECKED BY	DT/GP/IS/JCA/ENP
ISSUE TYPE	FINAL
ISSUED ON	JANUARY 2023

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01.

INTRODUCTION

INTRODUCTION

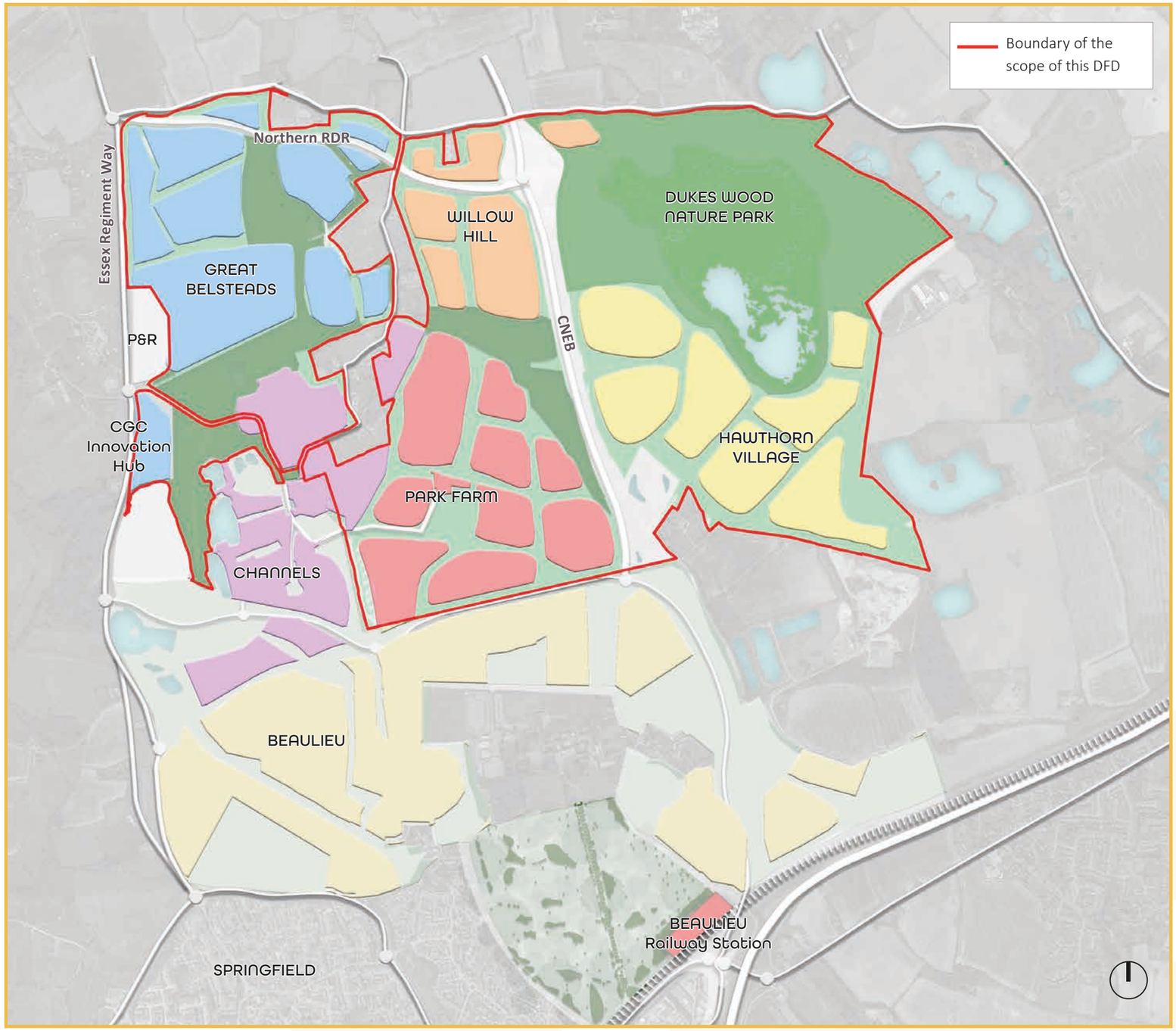
Chelmsford Garden Community (CGC) is allocated in the Chelmsford Local Plan (Adopted May 2020) to deliver an exemplar, comprehensively planned, new, sustainable Garden Community that will provide much needed housing, employment and sustainable travel opportunities within a high-quality landscaped setting which follows Garden City principles.

The Garden Community is located in North-East Chelmsford, and will build on the success already achieved at Beaulieu and Channels, which, when combined, will deliver around 10,000 new homes, wide ranging facilities and infrastructure for Chelmsford including a new railway station, an extension to high-quality bus routes and services, a substantial new active travel network, a Radial Distributor Road (Northern RDR), the Chelmsford North East Bypass (CNEB) as well as schools, community, retail and health facilities and destination parklands.

The site has been given formal status by Homes England as Chelmsford Garden Community, which encompasses all the land allocated in the Local Plan that is the subject of this Development Framework Document (DFD), as well as the successful emerging communities of Beaulieu and Channels. The Garden Community provides an opportunity to deliver high-quality new homes, places to work, play and learn within a sustainable new place which leads the way in transitioning to a net zero carbon economy that is resilient to the effects of climate change. It will respect and celebrate local landscape character and heritage, provide healthy lifestyle choices, and be designed to meet the needs of Chelmsford's residents both now and into the future.

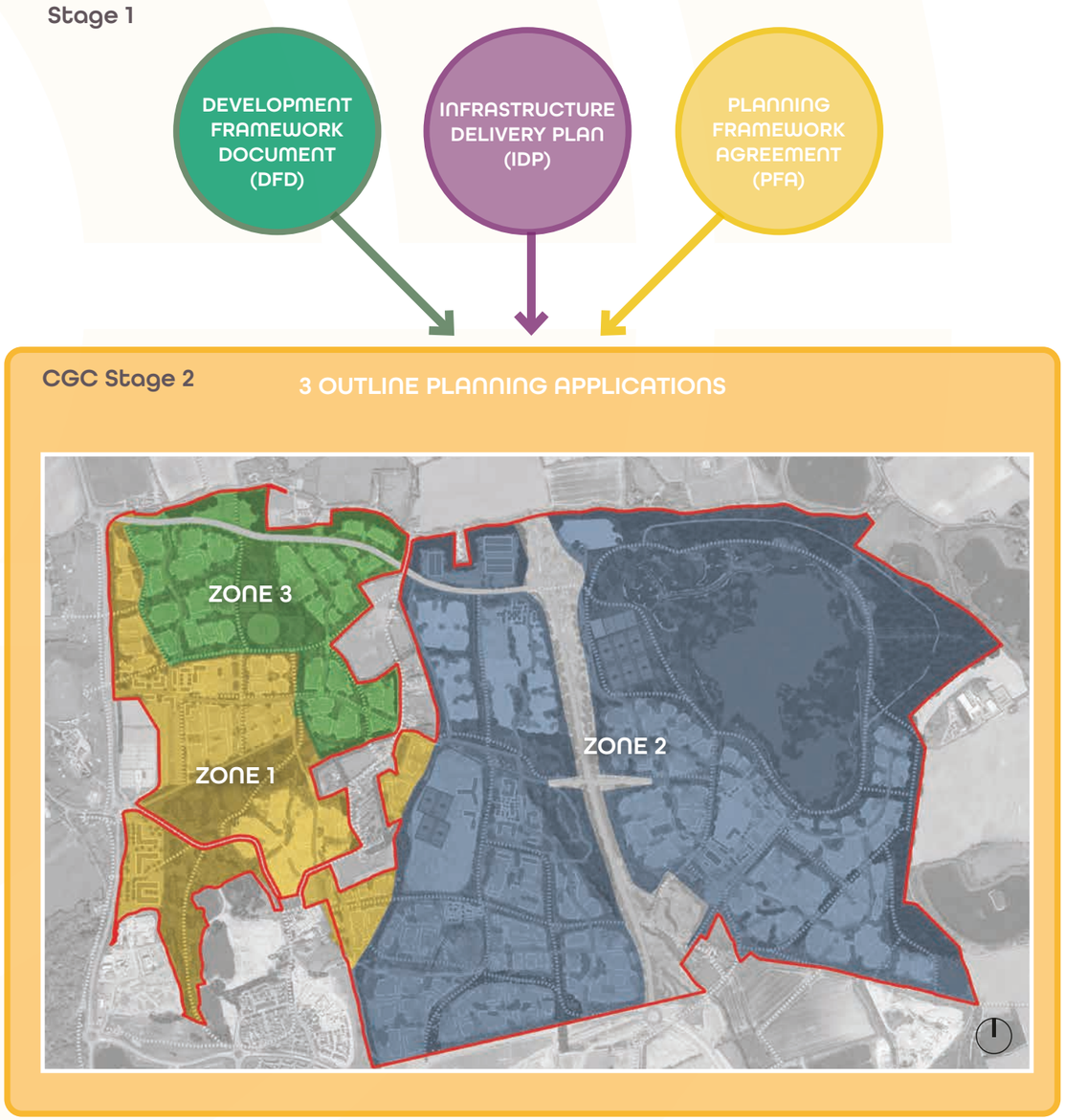
The Vision, which is set out in this DFD, will ensure that master planning, design and delivery take place through a process of consultation and collaboration. This will involve a wide range of stakeholders including both new and existing residents, with mechanisms enshrined in binding structures that ensure long-term stewardship and place-keeping by the community which in turn delivers a long-term legacy that Chelmsford will be proud of.

In partnership with Chelmsford City Council, Essex County Council and Homes England, the Garden Community will be delivered over approximately the next 20 years by a consortium of developers and promoters, led by Countryside L&Q (North East Chelmsford) LLP ('CLQ'), who are delivering the Beaulieu development, Ptarmigan Land Ltd who are delivering the Channels development and Halley Developments Ltd.



INTRODUCTION

The CGC Stage 1 Masterplan for Chelmsford Garden Community is comprised of the following three core documents, as set out below:



PLANNING FRAMEWORK

Local Plan Strategic Growth Site Policy 6 (SGS6) requires that development proposals accord with a Masterplan that is approved by the City Council. For the purposes of SGS6, Stage 1 of the Masterplan comprises, the following three interdependent core documents:

1. This **Development Framework Document (DFD)** - sets out what kind of place CGC should be and its ethos including the guiding framework principles, or 'golden rules', that the development should follow. It also contains the Framework Parameter Plans, an illustrative masterplan, the approach to design coding, delivery and phasing and how the place should be managed in perpetuity. This will ensure the overarching Vision is delivered in a cohesive and comprehensively planned manner
2. The **Infrastructure Delivery Plan (IDP)** - that will set out the framework for what infrastructure needs to be delivered, by whom, by when and at what cost; and
3. The **Planning Framework Agreement (PFA)** - that will be an overarching legal agreement for the entire garden community that future Site-Specific Section 106 Agreements for individual Outline Planning Applications will need to comply with

The Stage 1 Masterplan documents set out above are the mechanisms that bind land promoters together and are supported by a range of technical evidence-based documents that are interrelated, to ensure design quality, delivery and long-term stewardship are addressed in a seamless, consistent and comprehensive manner across the Garden Community.

Reference to the IDP and PFA is made throughout this DFD and all three documents should be read together, and where possible, information is not repeated in each document.

The Stage 2 Masterplans will comprise the three Outline Planning Applications (OPA's) to be submitted by the developers that make up the Consortium. The OPAs will need to be in broad conformity with the approved Stage 1 Masterplan Documents which will be significant material considerations in the determination of planning applications.



02.

PLANNING POLICY AND THE ROLE OF THE DFD

PLANNING POLICY AND THE ROLE OF THE DFD

LOCAL PLAN POLICY

INTRODUCTION

Planning Policy
The National Planning Policy Framework (NPPF) (2021) requires Local Planning Authorities to positively plan to identify appropriate land for homes and promotes the use of masterplans to help ensure that land is used efficiently while also creating beautiful and sustainable places.

Chelmsford City Council's adopted Local Plan (2020) sets out the vision for how the City will develop to 2036 and allocates the Garden Community under Strategic Growth Site Policy 6 (SGS6) for a high-quality comprehensively planned new sustainable urban extension.

SGS6 outlines the Council's Site specific policy requirements for the Site including but not limited to:

- around 3,000 new homes (the wider allocation may have capacity For a further 2,500 homes)
- 5,000sqm of employment
- travelling showpeople site for 9 serviced plots
- a new country park
- single carriageway road (or phase 1) of the Chelmsford North East Bypass within the site boundary
- new radial distributor road (Northern RDR) from Essex Regiment Way
- neighbourhood centres incorporating provision for convenience food retail, community and healthcare provision
- provision of a new All through school and primary schools with co-located early years and childcare nurseries
- appropriate provision of community space and significant new multi-functional green infrastructure

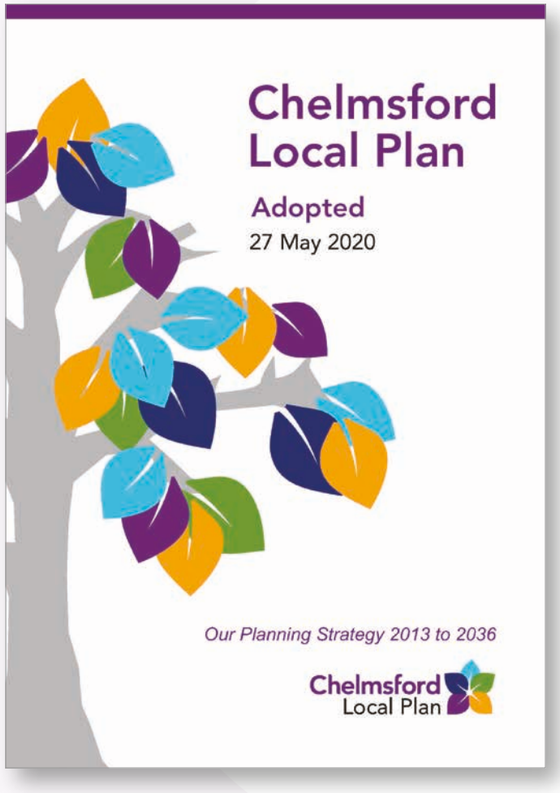
Section 38 (6) of the Planning and Compulsory Purchase Act 2004 and section 70(2) of the Town and Country Planning Act 1990 require applications for planning permission to be determined in accordance with the development plan, unless material considerations indicate otherwise. All Garden Community applications for planning permission will be assessed against CCC's adopted Local Plan and relevant local policies specific to key themes are referenced throughout the Guiding Framework Principles section of this DFD (Chapter 6).

Other relevant Local Plan documents include the Essex Minerals Local Plan (2014) and the Essex and Southend-on-Sea Waste Local Plan (2017)

Material Planning Considerations relevant to CGC include the NPPF (2021), National Planning Guidance, Chelmsford Planning Obligations SPD (2021) and Chelmsford Making Places SPD (2021). When approved, this DFD will also be a significant material consideration in the determination of all CGC applications for planning permission.

Policy SGS6 requires development proposals to accord with a masterplan approved by the Council. As previously referenced, the CGC Masterplan will be delivered in two stages, with Stage 1 comprising the DFD, IDP and PFA, and Stage 2 comprising the OPA's. The DFD does not supersede any national or local planning policies but provides a clear vision for how they will be applied and implemented in the Garden Community.

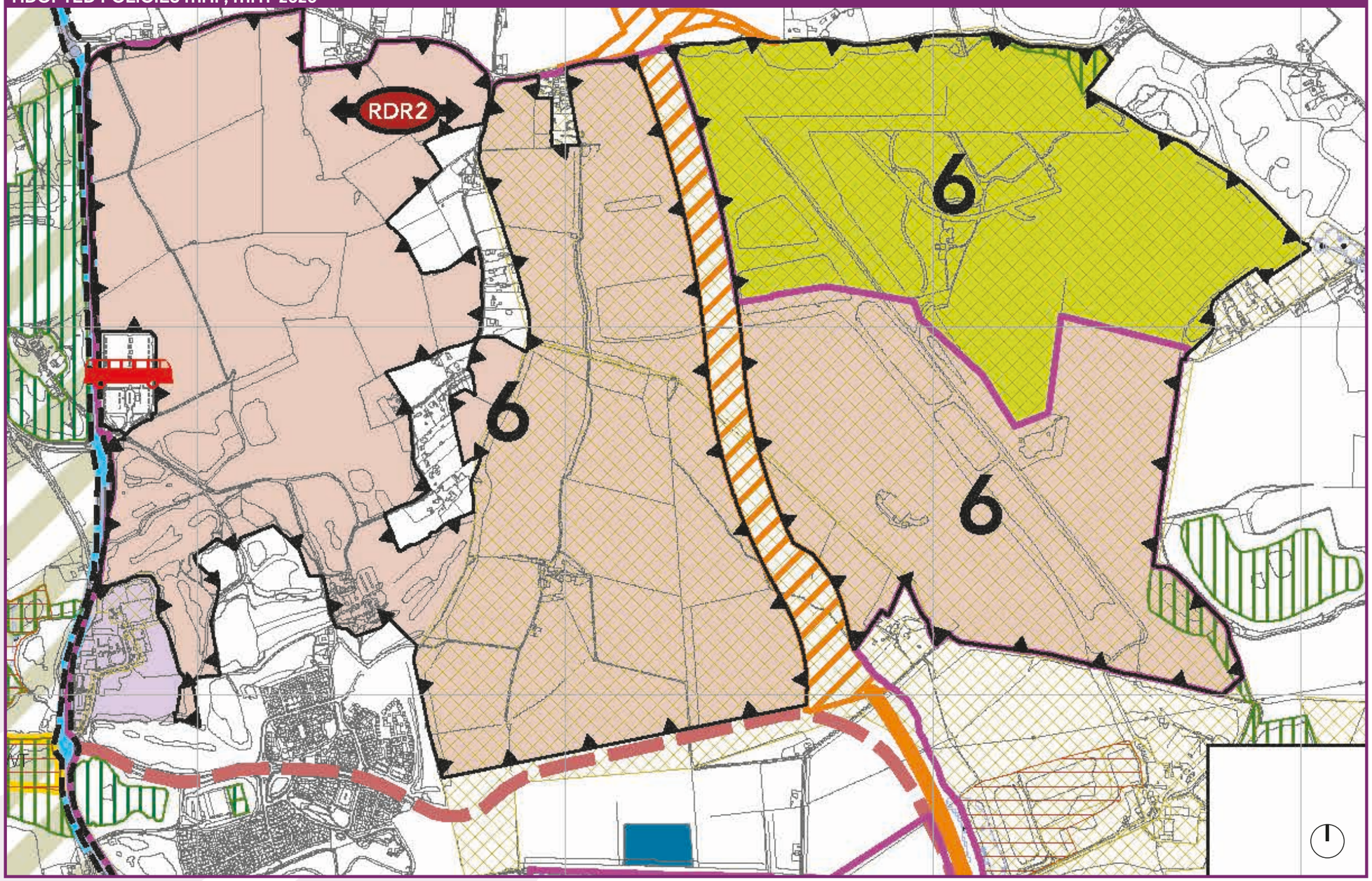
The DFD is underpinned by a series of interrelated principles set out in the Vision which are based on the Town and Country Planning Association Garden City Principles, as well as ensuring that sustainability is the golden thread running through the Masterplan.



Chelmsford Local Plan Document, May 2020

LOCAL PLAN POLICY

ADOPTED POLICIES MAP, MAY 2020



Key

- Boundary of Strategic Growth Site Allocation 2, 3a, 6 & 7a
- New Garden Community for major housing and employment development (SGS6)
- Proposed Country Park
- Proposed Chelmsford North East Bypass Safeguarded Corridor
- Open Space (S11, DM21)
- Minerals and Waste Site
- Existing Employment Area (S8, DM4)
- Location for Primary School
- Radial Distributor Road (RDR1)
- Proposed Radial Distributor Road (Northern RDR) detailed design within new Garden Community masterplan area (S9, SGS6)
- Existing Park & Ride

THE ROLE OF THE DFD

THE DFD

WHAT IS INCLUDED IN THE DFD?

The DFD provides a comprehensive, thorough and robust framework for delivering CGC that will guide and inform all future Planning Applications and ensure that the overarching Vision is delivered within the adopted Local Plan period to 2036 and beyond.

Whilst many of the policies in the adopted Local Plan apply across the City, the DFD sets out detailed Guiding Framework Principles (GFPs) which are specific to the implementation of Policy SGS6. The GFPs will act as the golden rules for the development going forward, providing clarity on how the Local Plan Policy requirements should be translated to achieve a well-designed, sustainable and successful place.

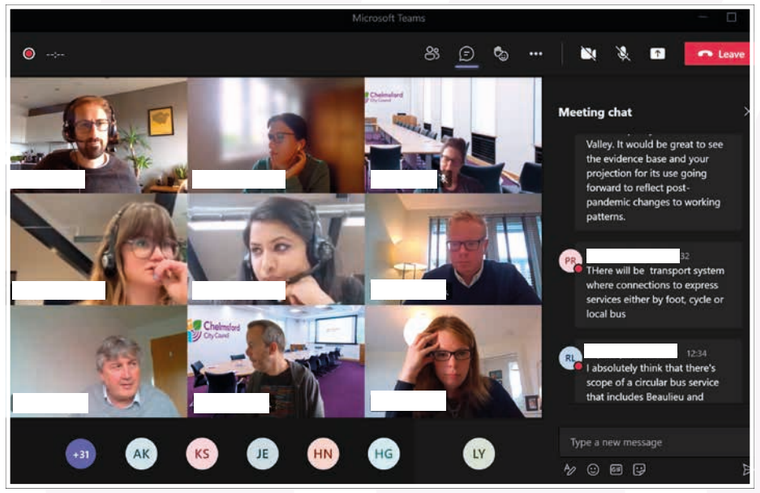
At its heart are two Framework Parameter Plans:

- Land Use and Access; and
- Green Infrastructure

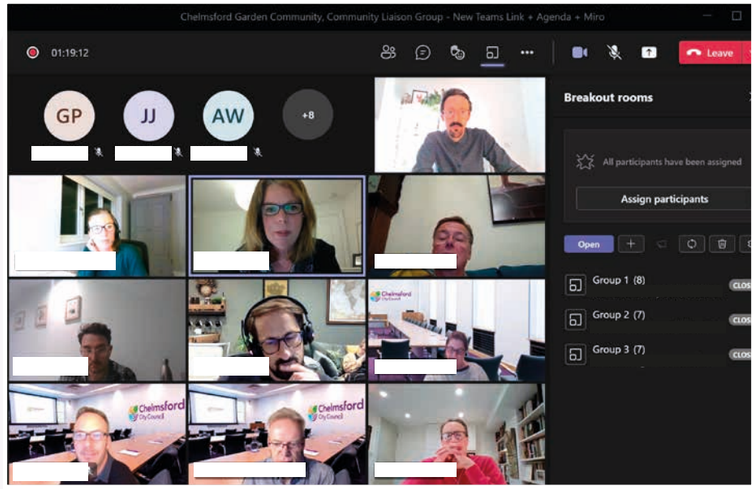
The Land Use and Access Framework Parameter Plan quantifies land uses and establishes indicative alignments of primary elements of the movement network. The Green Infrastructure Framework Parameter Plan differentiates and quantifies the different green infrastructure including open space, parklands and Greenways.

These two Framework Parameter Plans in turn inform an Illustrative Masterplan based on an indicative development specification that brings to life a representation of how the Garden Community could look. The Stage 2 Masterplan OPAs will be informed by the Stage 1 Documents but flexibility will be required to enable the overall Masterplan to evolve over time in response to more detailed information emerging as Environmental Impact Assessments are undertaken.

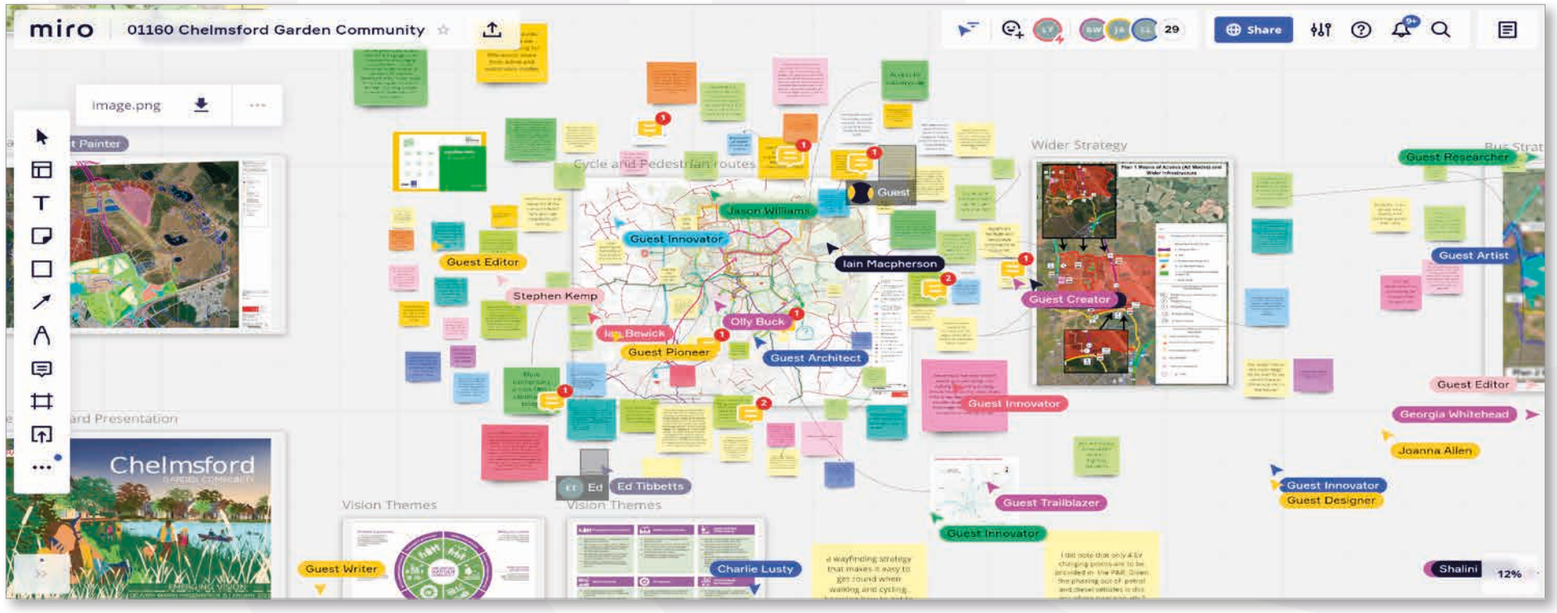
In addition to the DFD contents, further background information and evidence bases can be found in the appendices.



Movement & transport workshop Teams chat



Community Liaison Group 3 workshop, Teams report back



Interactive online consultation for movement

THE ROLE OF THE DFD







Community Liaison Group 3 workshop







Vision Workshop

HOW HAS THE DFD BEEN PREPARED?

The DFD was commissioned by the developer Consortium, and produced in partnership with Chelmsford City Council (CCC), Essex County Council (ECC) and Homes England, led by masterplanners, JTP, alongside planning consultants, DWD, and a range of other environmental and technical consultants. It has been shaped by a collaborative design process which included a wide-ranging stakeholder and community engagement exercise including a series of technical and masterplanning workshops and design charrettes from June 2021 to October 2022.

WHO SHOULD USE THE DFD?

This document is intended for use by anyone who is interested in the planning, delivery and future stewardship of CGC. It should be used by existing and future residents, planners, developers, builders and agents including masterplanners and architects in shaping development proposals.

HOW WILL THE DFD ENSURE COMPREHENSIVE DEVELOPMENT?

The purpose of the DFD, Illustrative Masterplan, IDP and PFA is to ensure that the CGC is developed in a comprehensive manner, with place making and Garden City Principles at the heart of it.

The DFD will sit alongside the PFA, which secures the commitment of landowners and development partners to work collaboratively in delivering a comprehensively planned new garden community which is `landownership blind'. This will ensure that infrastructure is in the right place at the right time and will maintain standards and consistency of approach in terms of design quality, sustainability and future proofing.

PFA secured matters include, but are not limited to, affordable housing requirements, strategic infrastructure (and obligations on landowners to make land available as and when required so as not to undermine delivery), sustainability, biodiversity net gain, transport modal shift, waste management, provision of green infrastructure, and template planning conditions to apply to each outline planning permission.

HOW WILL THE DFD APPLY IN THE FUTURE?

The DFD will ultimately perform a variety of functions throughout the life of the development, including to inform outline and reserved matters planning applications, subsequent detailed design codes, phasing, delivery, stewardship and to optimise the potential of the site.

CGC will be implemented over approximately 20 years with the first 3,000 homes anticipated to be delivered within the current Local Plan period up to 2036 and beyond that around an additional 2,500 homes. It remains important that the DFD and other masterplan documents are capable of responding to future demands so that they remain a leader in delivering sustainable place making and therefore the guiding framework principles in this DFD are future proofed and adaptable to legislative and policy changes, as well as best practice.

The Stage 1 Masterplan provides for a Garden Community of around 5,500 new dwellings and the infrastructure items required to support the CGC are outlined in the IDP and referenced in this DFD. Alongside the DFD and IDP, the PFA will establish the principle for site-wide triggers.

The final development capacity of the site, as well as the trigger for the delivery of each infrastructure item, will be established by the Stage 2 Masterplan OPAs, which will include a S106 agreement. The IDP will be updated accordingly to ensure CGC provides the necessary supporting infrastructure to meet demand at the appropriate time as well as allow for growth beyond the local plan period to ensure the optimum use of land.

The approach to review of the overarching planning framework will be set out in the PFA. The purpose of this is to ensure that the role of the DFD remains relevant and current and that any future applications that are approved will be based upon the most up to date legislation, policy, and guidance applicable at that time.

POLICY STATUS OF DFD

As the masterplan is a requirement of Local Plan policy, and has been subject to wide ranging public consultation, it is a significant material consideration when determining planning applications both for the developer consortium itself and any other developer that might build elements of CGC in the future.

03.

SITE CONTEXT

SITE CONTEXT

CONTEXT

The following text sets out a summary of the site's context. A more detailed set of background information can be reviewed as part of the evidence base documents.

SITE & THE SURROUNDING AREA

The Site

The site is located to the north-east of Chelmsford City, within the County of Essex and is bound to the north and east by arable land, to the south by the Beaulieu and Channels Developments, and to the west by Essex Regiment Way. The total area extends to 472ha and historically has had multiple uses including, farming, mineral extraction, landfill, aviation and leisure activities including the former Channels Golf Course. The current site comprises mainly of arable land that has been restored following mineral extraction, the former Channels golf course to the south-west. The area to the east is known as the former Boreham Airfield, which is currently undergoing mineral extraction for sand and gravel known as Bulls Lodge Quarry. The area of Park Farm is currently in arable use but has consent for future mineral extraction.

The site is not the subject of any landscape related designations such as Green Belt or Areas of Outstanding Natural Beauty (AONB) and is not affected by any other international, national or regional environmental or nature conservation designations.

The topography is gently undulating, with the highest point in the north-western corner and levels generally falling to the south-east towards Park Farm Brook which runs through the central area. There are no Listed Buildings or Conservation Areas within the Site, however, it is within the setting of a number of Listed Buildings.

Domsey Lane runs through the Site from Cranham Road in the north to Pratts Farm Lane in the south and is currently rural in character. However, the majority of the properties and land along Domsey Lane are excluded from the Masterplan area due to separate ownership.

Access will be from Essex Regiment Way to the east, Beaulieu Parkway (RDR1) to the south and eventually the Northern RDR to the north.

Mineral extraction has resulted in the modification of the existing landscape in the east and south-west parts of the site. As a result archaeological deposits within these ares are removed and future mineral extraction in the south and west of the site will have the same result.

Surrounding Context

Essex Regiment Way (A130) forms the western boundary of the Site and the existing Chelmer Valley Park and Ride facility is accessed from Pratts Farm Roundabout. To the west of Essex Regiment Way is the Chelmer North Green Wedge, which follows the River Chelmer and encompasses Local Wildlife Sites including Little Waltham Meadows Nature Reserve. Further to the west are Little Waltham and Broomfield residential settlements including Broomfield Hospital.

Wheelers Hill and Cranham Road form the northern boundary where the site meets Boreham Road in the north-east. The land to the north is mostly open countryside in arable farm use. To the east is also mostly open countryside in arable farm use with a number of open water bodies as well as the Essex Police Workshop accessed from Waltham Road.

To the south of the Site are the new neighbourhoods of Beaulieu and Channels, which are the first phases of CGC. Beaulieu will deliver up to 3,600 homes set within 71 hectares of open space including allotments, play facilities, community gardens, sports facilities and reinstated historic estate parkland. A new neighbourhood centre at Beaulieu Square provides amenities for local residents including a community centre, retail and a health centre as well as the first "All Through' School in Essex opened in September 2018, with a primary, secondary and early years nursery school and a future sixth form college. A second primary school is due to open in 2025. Beaulieu Train Station, Station Hub and Beaulieu Exchange Business Park will be delivered in future phases.

Channels is located to the south-west of the Site and comprises up to 750 new homes set within 21 hectares of open space including a Country Park, a series of lakes, skate park, play areas and growing areas. The wider Channels Estate includes a hotel, bar, brasserie and a wedding venue.

To the south-west of the Site is Essex Regiment Way Business Park accessed from Channels Drive Roundabout. It comprises of an existing drive-thru McDonalds, Costa Coffee and a Shell Petrol Station. Planning permission was granted in April 2021 (Ref: 20/00071/FUL) for a 2,228sqm foodstore (expected to be Morrisons), a 175sqm café/drive thru, a 118sqm café as well as 16,680sqm of B2/B8 uses with access off Eagle Way.



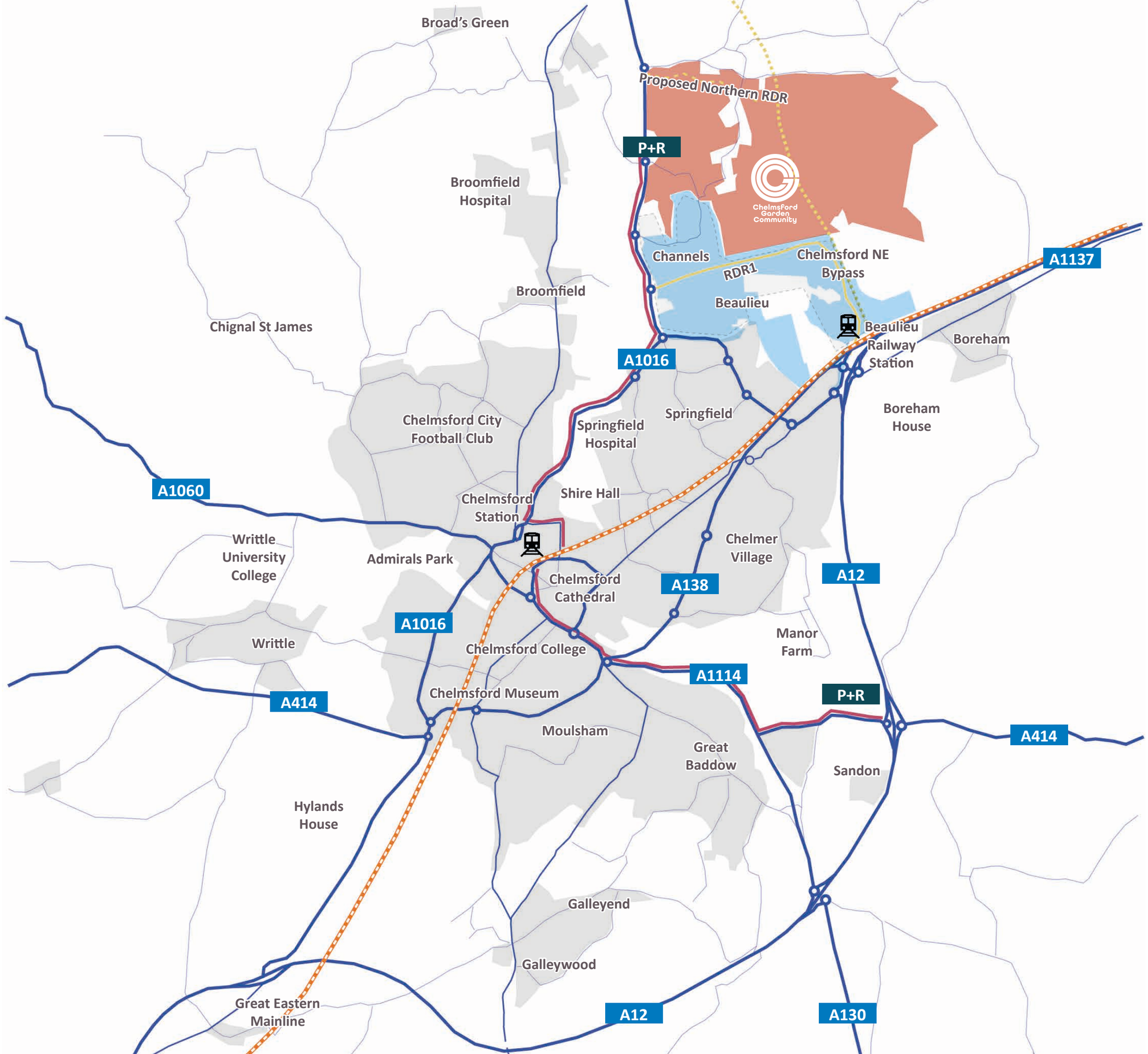
Channels Estate



Channels landscape character



Beaulieu landscape character


Broad's Green
Proposed Northern RDR
P+R
Broomfield Hospital
Chelmsford Garden Community
Channels
RDR1
Chelmsford NE Bypass
A1137
Broomfield
Beaulieu
Beaulieu Railway Station
Boreham
Chignal St James
A1016
Springfield
Springfield Hospital
Chelmsford City Football Club
Boreham House
A1060
Chelmsford Station
Shire Hall
Writtle University College
Admirals Park
Chelmer Village
Chelmsford Cathedral
A138
A12
A1016
Manor Farm
Writtle
Chelmsford College
A1114
A414
Chelmsford Museum
P+R
Moulsham
A414
Great Baddow
Sandon
Hylands House
Galleyend
Galleywood
Great Eastern Mainline
A12
A130

SITE CONTEXT

SITE CONSTRAINTS

The following is a summary of the Site's constraints. A more detailed set of background information can be reviewed as part of the evidence base documents.

TRANSPORT AND MOVEMENT

Land will be safeguarded for an extension to the existing Chelmer Valley Park & Ride Facility which will be enhanced to respond to the City Council's aim for it to become a comprehensive "transportation hub" providing access on to Chelmsford and Beaulieu Railway Stations as well as Stansted Airport.

Land is also safeguarded for the Chelmsford North East Bypass (CNEB) which will provide a strategic link between the A131 and the Boreham Interchange via Beaulieu Parkway (RDR1). Access to CGC from the CNEB will be provided by a roundabout to the north of the Site that will link to the proposed Northern RDR and Essex Regiment Way.

HERITAGE AND ARCHAEOLOGY

There are no designated heritage assets within the Site however a number of Listed Buildings are adjacent including Belsteads Farmhouse and Barn and Channels Farmhouse to the south-west, Powers Farm, Hobbits, Shuttleworth and Shoulderstick Haul to the north, Peverel's Farmhouse on Domsey Lane, Mount Maskell to the south-east and New Hall to the south.

Various areas of the site are also considered to have archaeological potential.

MINERALS

All of the Site to the east of Domsey Lane is designated as minerals safeguarded land and is either restored, active mineral extraction areas or future extraction land. Extraction of sand and gravel is being undertaken under extant planning consents for Bulls Lodge Quarry (including Boreham Airfield and Park Farm). The phasing and delivery of the Garden Community will allow for the continued mineral extraction of Bulls Lodge Quarry. The Boreham Airfield Site restoration plans include a 51-hectare lake that will be incorporated into the future Country Park.

LANDSCAPE & DRAINAGE

Due to previous and future mineral extraction the topography of the Site has been altered but is mostly gently undulating and falls from north-west to south-east towards Park Farm Brook which runs thorough the Site. The entire Site is located within Flood Zone 1 (i.e less than 1 in 1000 annual probability of river or sea flooding) and classes as low probability risk.



Chelmer Valley Park and Ride



A lagoon associated with the mineral extraction process



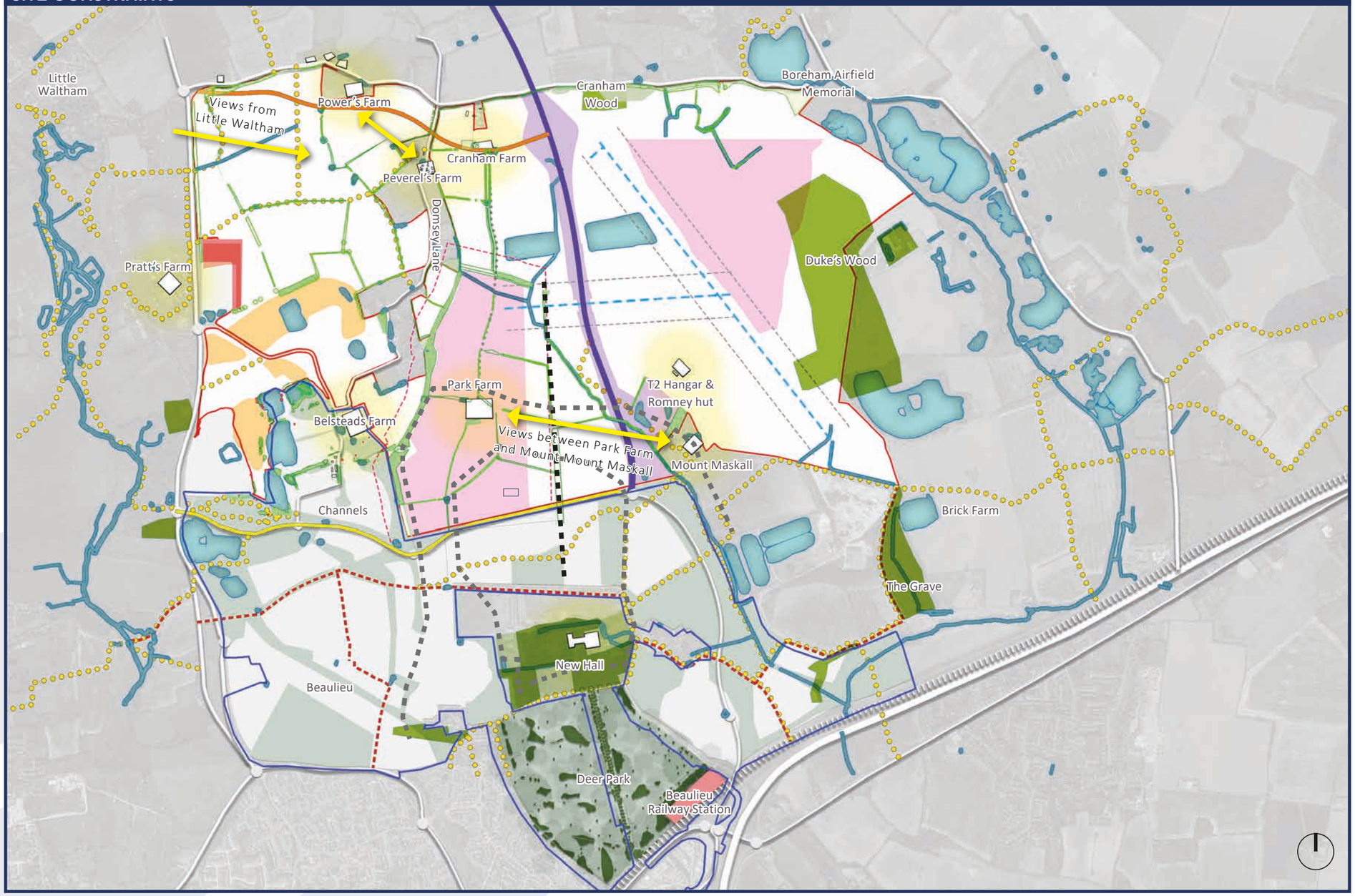
Listed Peverel's Farmhouse



Listed Channels Farmhouse

SITE CONSTRAINTS

SITE CONSTRAINTS



Key

- CGC Site boundary
- Existing Pond / Watercourse
- Existing PROW (footpath)
- Existing PROW (Bridleway)
- Existing hedges / tree line
- Historic Landfill
- P&R safeguarded expansion area
- Chelmsford North East Bypass (CNEB)
- Planning Application Bypass Corridor
- RDR1
- Northern RDR
- Future Mineral extraction area
- Mineral extraction offset
- Mineral conveyor belts
- Mineral conveyor offset
- Approximate position of previous historic woodlands
- Existing heritage assets
- Important landscape and heritage views
- Postulated line of earlier Park Pales
- 'The Ride' - historic lane

Note: For location of Archaeological Assets please see Figure 2 of submitted Cultural Heritage Desk Based Assessment.

SITE CONTEXT

THE MINERAL EXTRACTION PROCESS

EXTRACTION PROCESS, PHASING & TIMESCALES

The phasing of the minerals extraction in both Bulls Lodge Farm and Park Farm areas is expected to follow the process shown on the diagram opposite. The Park Farm extraction is planned to be completed over a period of 6 years and 2 year of restoration. Once restoration works are complete in Park Farm extraction, activities will return to Bulls Lodge for a further 4 years followed by 2 years restoration works.

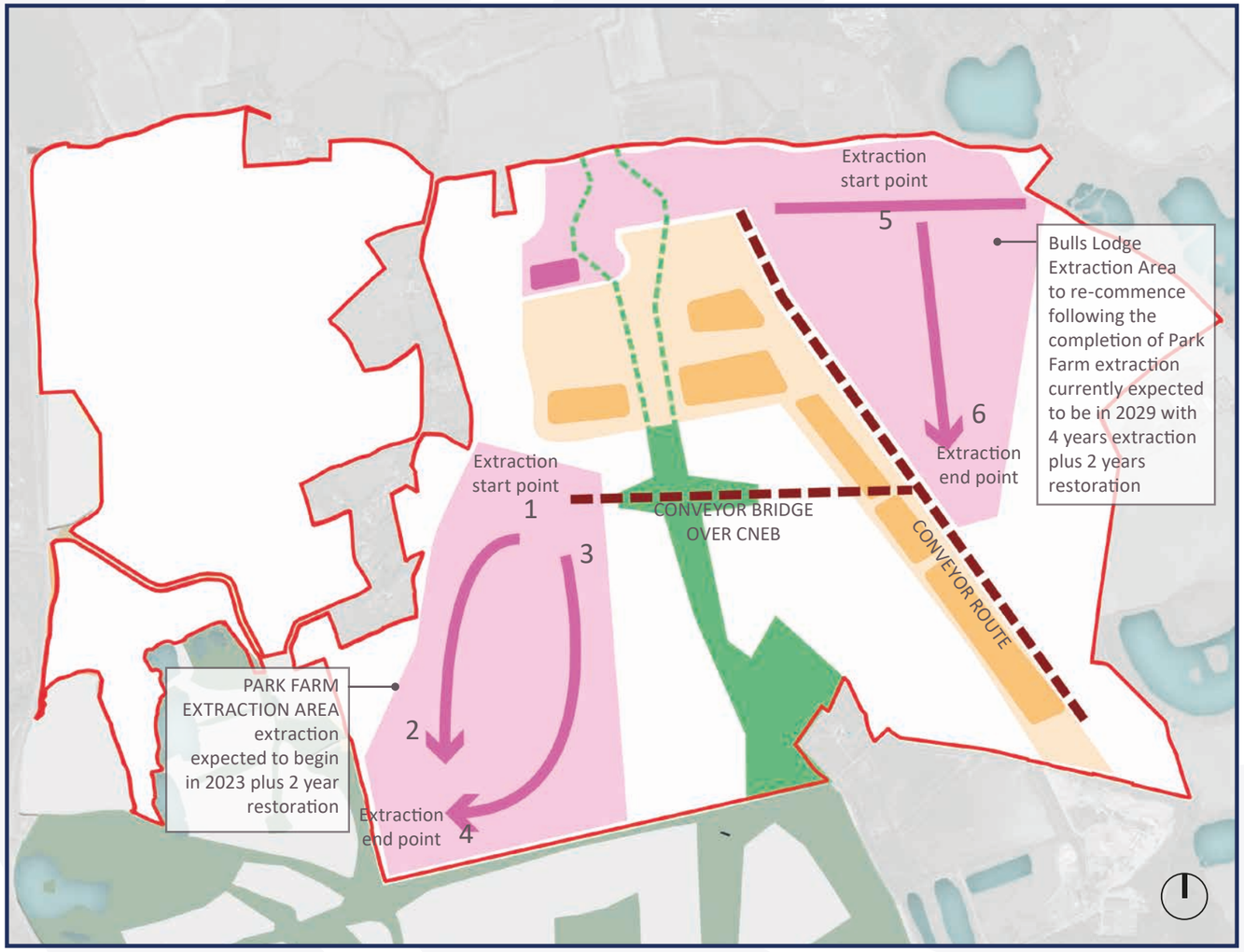
The extraction works will comprise a number of stages through the process including:

1. Removal of topsoil and stockpiling for later reuse
2. Removal and storage of overburden (material that is not set for extraction but is on top or the sands and gravels)
3. Excavation of sands and gravels
4. Replacement of overburden and topsoil

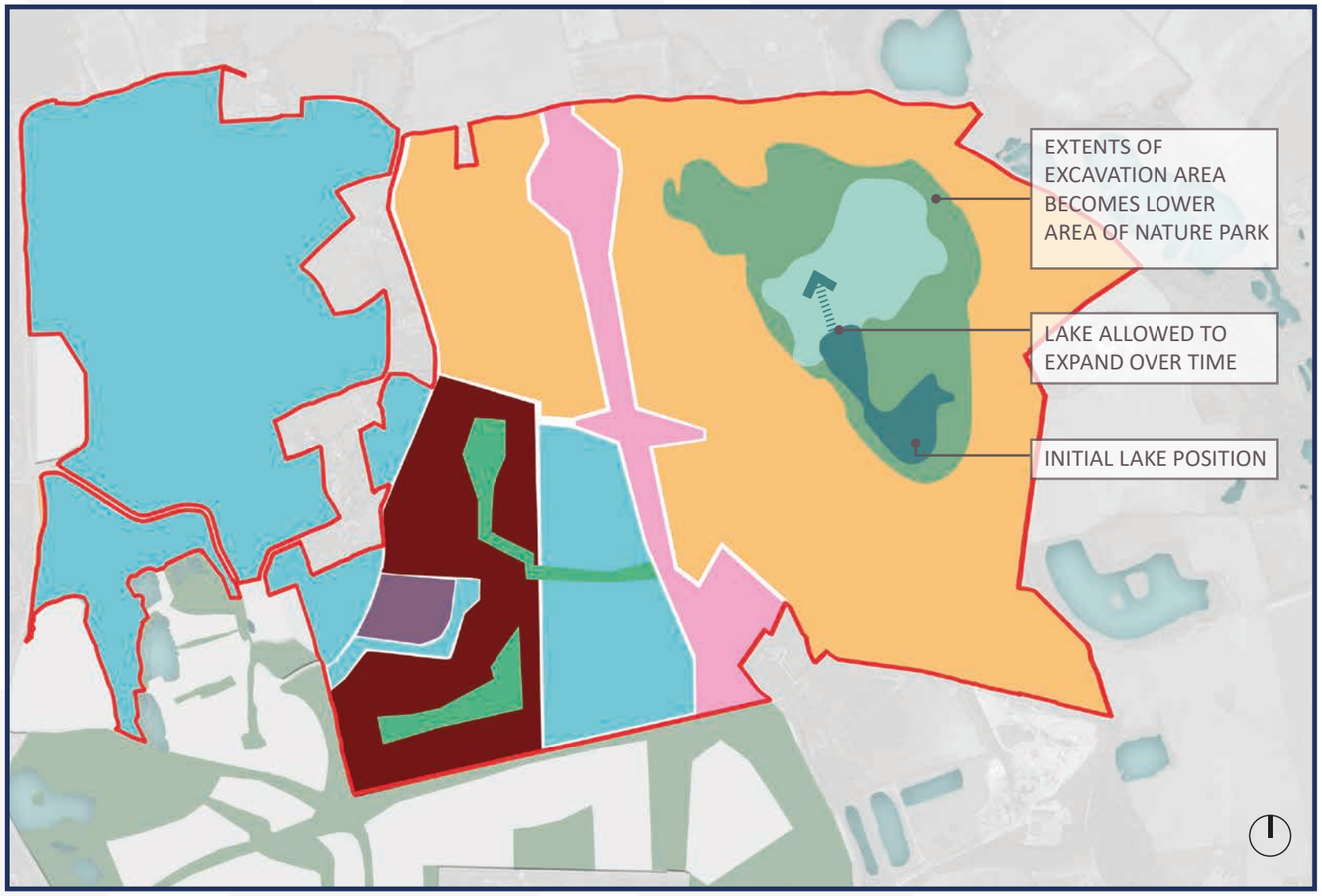
The stockpiles of material are to be strategically positioned to provide visual and acoustic screening during the extraction process, details of this are as outlined in the relevant minerals extraction planning applications.



Mineral Extraction Areas



Restoration Strategy Plan



Key

- Land outside of extraction area
- Land reserved for CNEB
- Bulls Lodge restoration area
- Park Farm extraction area to be restored to existing levels
- Park Farm lowest area of restored ground
- Gently sloping interfaces between existing and restored levels

PARK FARM LAND RESTORATION AND LEVELS

Once the extraction process is completed in the Park Farm area, the residual holes will be infilled with the removed overburden and top soil. This restored ground will not however be brought up to the pre-extraction level. Where the new restored levels meet the existing levels around the edges of the extraction area, the land will have to be reprofiled to connect the two levels. These gradients will be designed to be gentle enough for pedestrians and cyclists to easily negotiate. This is demonstrated on the diagram below.

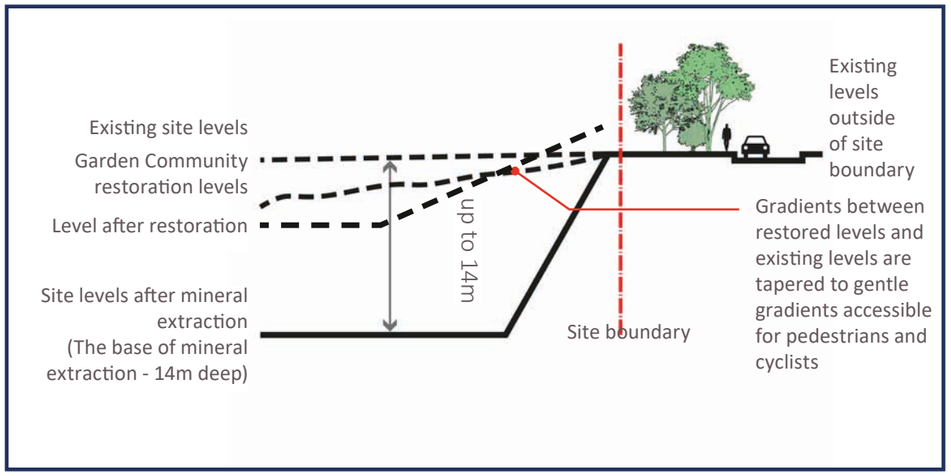
DUKE'S WOOD NATURE PARK & LAKE

As set out on the previous page the area designated as Duke's Wood Nature Park will not become available until the extraction process is completed this is expected to be around 6 years after minerals extraction activities return to the Bulls Lodge Area.

Following mineral extraction, the Duke's Wood Nature Park will be left with a large excavation area of lower ground. This will fill with water and become a lake over approximately 20 years.

Initially the lower lying area will be landscaped to provide an open habitat mosaic of grassland and scrub with the surrounding banks planted with woodland. Over time the lake will fill the area highlighted in the diagram opposite, providing water frontage and sustainable drainage opportunities to the development. In the long-term the lake will be allowed to expand across the lower area of the Nature Park.
For further information on Dukes Wood Nature Park refer to Chapter 8.

Restoration Levels Diagram




Chelmsford
Garden
Community

04.

THE VISION

Chelmsford Garden Community

A SHARED VISION

Shaped by those who will live there and those who already do.
Imagined with our planet's future in mind.
Designed for shared landscapes, journeys, streets and lives.
A place where nature and people exist in balance.

Chelmsford Garden Community
OUR SHARED PLACE

A SHARED VISION



The Vision for Chelmsford Garden Community (CGC) is of a shared place displaying an ethos of equality. A place to live and work alongside nature, one that integrates a symbiotic natural landscape within an enhanced and resilient ecological network.

CGC will comprise adaptable and resilient buildings and facilities including homes for all, new schools, healthcare, community facilities, shops and employment - all easily and safely accessible by cycling and walking. Streets will be designed for people over private vehicles. It will be a place where active travel and public modes of transport are the most convenient, appealing and efficient choices for short journeys.

CGC will support a 21st Century environmentally-conscious community, healthy lifestyles, self-sufficiency and efficient use of resources. It will offer a home to a community leading the way on the path to Net Zero Carbon, in an environment resilient to the effects of climate change.

CGC will be a place with a distinct identity, made up of interconnected neighbourhoods, where people are free to live in a shared and balanced environment. It will offer delight and interest, found in the twists and turns of an organically formed new place that has been fundamentally shaped by the characteristics and heritage of the context into which it will grow.

CGC offers a precious opportunity to create a place that can support the achievement of better health outcomes for people, responding directly to the objectives of the Livewell Campaign in Essex. This objective of Healthy Place making can be further supported by positive steps along the path to decarbonisation: measures taken to achieve reductions in embodied and operational carbon are in many instances ones that can indirectly contribute to physical and mental wellbeing - through the nature of, and patterns of use, within the environments that are created.

THE VISION

A SHARED ETHOS BASED ON GARDEN CITY PRINCIPLES





HOW THE WAGON WHEEL WORKS

Over the following sections, where one of the five key pillars of the ethos has informed part of the Vision or Guiding Framework Principles, the wagon wheel will appear on the page. The relevant sector of the wagon wheel will be highlighted to demonstrate which part of the Ethos has informed the relevant part of the vision or each individual Framework Principle.

EXEMPLIFYING AMBITION

The ambition for Chelmsford Garden Community is that it becomes exemplary. That it goes above and beyond the typical. That it has a shared ethos - and an ethos of sharing - that reflects the collaboration behind its development. That it can be shared equitably by its community in the future.

Informing every element of the Vision and embedded in every part of the ethos is the need to become Carbon Zero and to embed Chelmsford's Livewell strategy throughout the Vision and masterplan.

The Chelmsford Shared Ethos has five key pillars born out of the extensive collaborative process undertaken with Chelmsford City Council and Essex County Council, Stakeholders and the CGC Consortium over the past 2 years.

The Five Key Pillars of the CGC Ethos:

1. REWILDING EVERYDAY LIFE
Green and blue infrastructure everywhere

2. PARTICIPATORY GOVERNANCE
Pro-active community

3. PROMOTING ACTIVE TRAVEL
Walkable, cyclable, connected

4. INCLUSIVE VILLAGES
Accessible, affordable, liveable

5. 15 MINUTE NEIGHBOURHOODS
Circular economy

The pillars of this shared ethos permeate every element of the Development Framework Document (DFD). They are also embedded in every layer of the masterplan.



A SHARED ETHOS BASED ON GARDEN CITY PRINCIPLES

15 MINUTE NEIGHBOURHOODS
circular economy

REWILDING EVERYDAY LIFE
green and blue infrastructure everywhere



INCLUSIVE VILLAGES
accessible, affordable, livable

PARTICIPATORY GOVERNANCE
pro-active community

PROMOTING ACTIVE TRAVEL,
walkable, cyclable, connected

THE VISION

GARDEN CITY PRINCIPLES



The Town & Country Planning Associations' Garden City Principles were used as a starting point and an understanding of the principles that formed the basis of our own ethos:



1. Land value capture for the benefit of the community



2. Strong vision, leadership and community engagement



3. Community ownership of land and long-term stewardship of assets



4. Mixed-tenure homes and housing types that are genuinely affordable



5. A wide range of local jobs in the Garden City within easy commuting distance of homes



6. Beautifully and imaginatively designed homes with gardens, combining the best of town and country to create healthy communities, and including opportunities to grow food



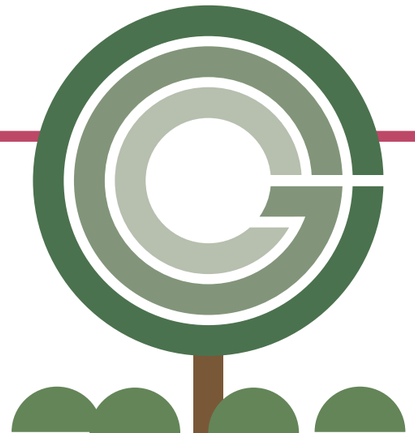
7. Development that enhances the natural environment, providing a comprehensive green infrastructure network and net biodiversity gains, and that uses zero-carbon and energy-positive technology to ensure climate resilience



8. Strong cultural, recreational and shopping facilities in walkable, vibrant, sociable neighbourhoods



9. Integrated and accessible transport systems, with walking, cycling and public transport designed to be the most attractive forms of local transport



A SHARED PLACE

Chelmsford Garden Community Our Shared Place:

- **Shared principles** agreed in workshops with the local community;
- **Shared between** the city and the country;
- **Shared** and shaped by those who will live there, and by those who already do;
- **Shared spaces** and landscape for people and nature;
- **Shared streets** for movement of vehicles, bikes, and pedestrians;
- **Shared workspaces** offering flexible and multi-purpose working environments;
- **A Sharing culture** where items, produce, knowledge, skills and spaces are borrowed and exchanged;
- **A Shared commitment** to long-term management and collective stewardship;
- **A Shared economy** where the community benefits from the prosperity of the neighbourhoods; and
- **Shared experiences** for a fun, memorable and fascinating place to live.

THE VISION

KEY TARGETS & METRICS FOR THE GARDEN COMMUNITY

50%

GREEN INFRASTRUCTURE

A Garden Community embedded in landscape

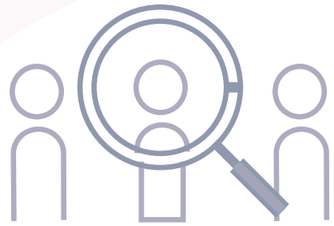


20%

A TARGET OF BIODIVERSITY NET GAIN

Ecologically enriching the site to the benefit of wildlife





1

JOB PER DWELLING

An estimate that CGC will generate a job for every home



15

MINUTE VILLAGES

Create neighbourhoods where day-to-day needs are accessible by an active journey of less than 15 minutes



10+

THE POWER OF

Clustering complementary mixed uses and facilities such that they become greater than the sum of their parts

100%

WORKING TOWARDS WASTE DIVERSION FROM LANDFILL

Supporting a culture of re-use and recycling



3

TREES PER DWELLING

Routes and spaces enriched by the planting of over 16,000 trees

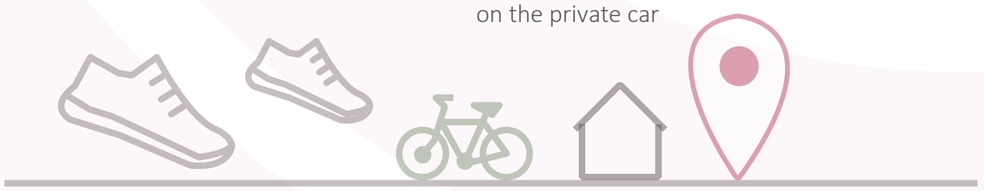


AT LEAST

60%

OF TRIPS BY NON-CAR AND ACTIVE MODES OF TRAVEL

Placemaking that fundamentally reduces reliance on the private car



KEY TARGETS & METRICS FOR THE GARDEN COMMUNITY

Around 5500 New Homes
Strategic delivery of much needed dwellings in a comprehensively planned and delivered new community



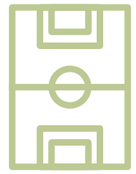
4 New Villages Creating areas of distinct character and identity within the wider settlement



Over 9ha of Employment Land
Offering opportunities for a diverse range of businesses and employment activities as part of Chelmsford's growth



Over 17ha of Formal Sports Pitches Catering to a range of outdoor sports and recreational activities, as part of the wider healthy place making objectives



Railway Station and Bypass Strategic transport infrastructure in support of the major expansion of the City



New and Enhanced Bus Services With routes and priorities through the new neighbourhoods that will maximise their appeal and convenience



20km of Multi-Functional Greenways
Creating a network of movement routes - for people and for nature



2 Levels of Mobility Hubs
Making sustainable transport choices appealing and convenient



3 New Destination Parks Covering 150ha
Major new public open space that will serve Chelmsford and the wider area



Up to 4 New School Sites
Providing up to four primary schools with co-located early years, a secondary school, and potentially sixth form. All accessible by safe and sustainable means of transport.



THE VISION

REWILDING EVERYDAY LIFE

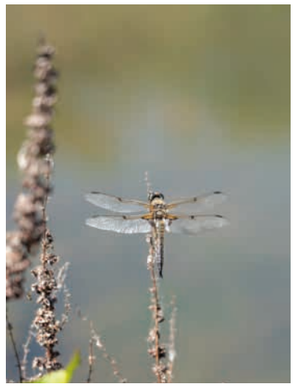
GREEN AND BLUE INFRASTRUCTURE EVERYWHERE

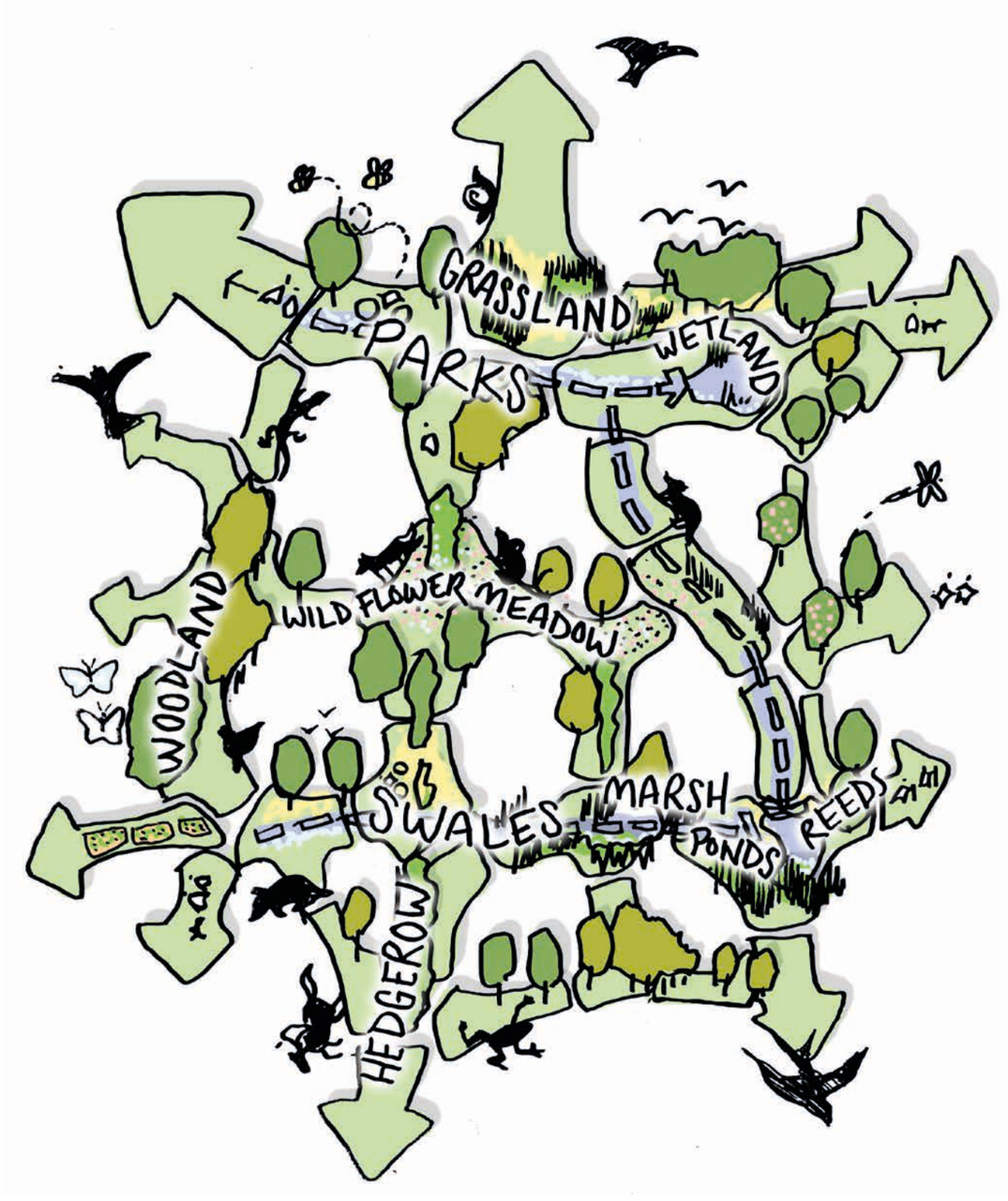
TO ACHIEVE THE SHARED ETHOS OUR COMMUNITY WILL;

- Be shaped by its inherited landscape, history and ecological assets
- Prioritise nature recovery and connect people with nature
- Create a linked network of unique, inclusive and diverse parkland destinations
- Celebrate the area's rich heritage through a network of Discovery Trails
- Prioritise active travel by creating attractive, inviting and safe multifunctional Greenway corridors
- Retain and enhance key habitats and create a mosaic of interconnected habitats rich in biodiversity
- Encourage wildlife into the built realm and public open spaces to increase biodiversity and connect people with nature









THE VISION

REWILDING EVERYDAY LIFE

GREEN AND BLUE INFRASTRUCTURE EVERYWHERE

Green corridors that are havens for both people and wildlife



THE VISION

REWILDING EVERYDAY LIFE

GREEN AND BLUE INFRASTRUCTURE EVERYWHERE

KEY STRATEGIES

1) Nature Recovery Networks
2) Destination Parks
3) Discovery Trail
4) Inclusive Play
5) Outdoor Sports
6) Productive Landscapes
7) Sustainable Drainage









1) Nature Recovery Networks New multifunctional Greenways will protect, restore, enhance and create nature-rich habitats through a connected habitat mosaic which embraces CGC's landscape, ecological and historical assets and connects existing fragmented and isolated habitats, encouraging species movement and population growth.



2) Destination Parks Three substantial new Destination Parks will be provided in locations evenly distributed across the development.

50%

of CGC will be blue, green infrastructure.



3) Discovery Trail A network of routes that celebrate, reference and interpret the area's rich history. The Discovery Trail will run through the Greenways and destination parks along surfaced paths, connecting important assets and highlighting the area's heritage via methods such as information boards and public art.

4) Inclusive Play
Play areas will be accessible via pedestrian and cycle routes, providing safe, inclusive and sustainable movement between open space destinations. They will respond to the individual character of their setting, landscape and heritage assets and offer unique experiences that create stimulating spaces to promote imaginative play.

5) Outdoor Sports Formal sports pitches as well as large amounts of open spaces ideal for informal activities such as cycling, running and walking.







6) Productive Landscapes
Community gardens, orchards and allotments will provide an accessible growing landscape for residents to cultivate, produce and grow food. Informal opportunities can exist within the Greenways and open spaces for the foraging of berries, nuts and herbs as part of the planting palette.



"The majority of new homes to be located within a 7 minute walk of a park"



7) Sustainable Drainage A network of swales and ponds drain rainwater off the land. Water naturally returns to the ground and surrounding water courses. The SUDs network has the added benefit of providing wetland habitats for wildlife.

THE VISION

PROMOTING ACTIVE TRAVEL

WALKABLE, CYCLABLE, CONNECTED

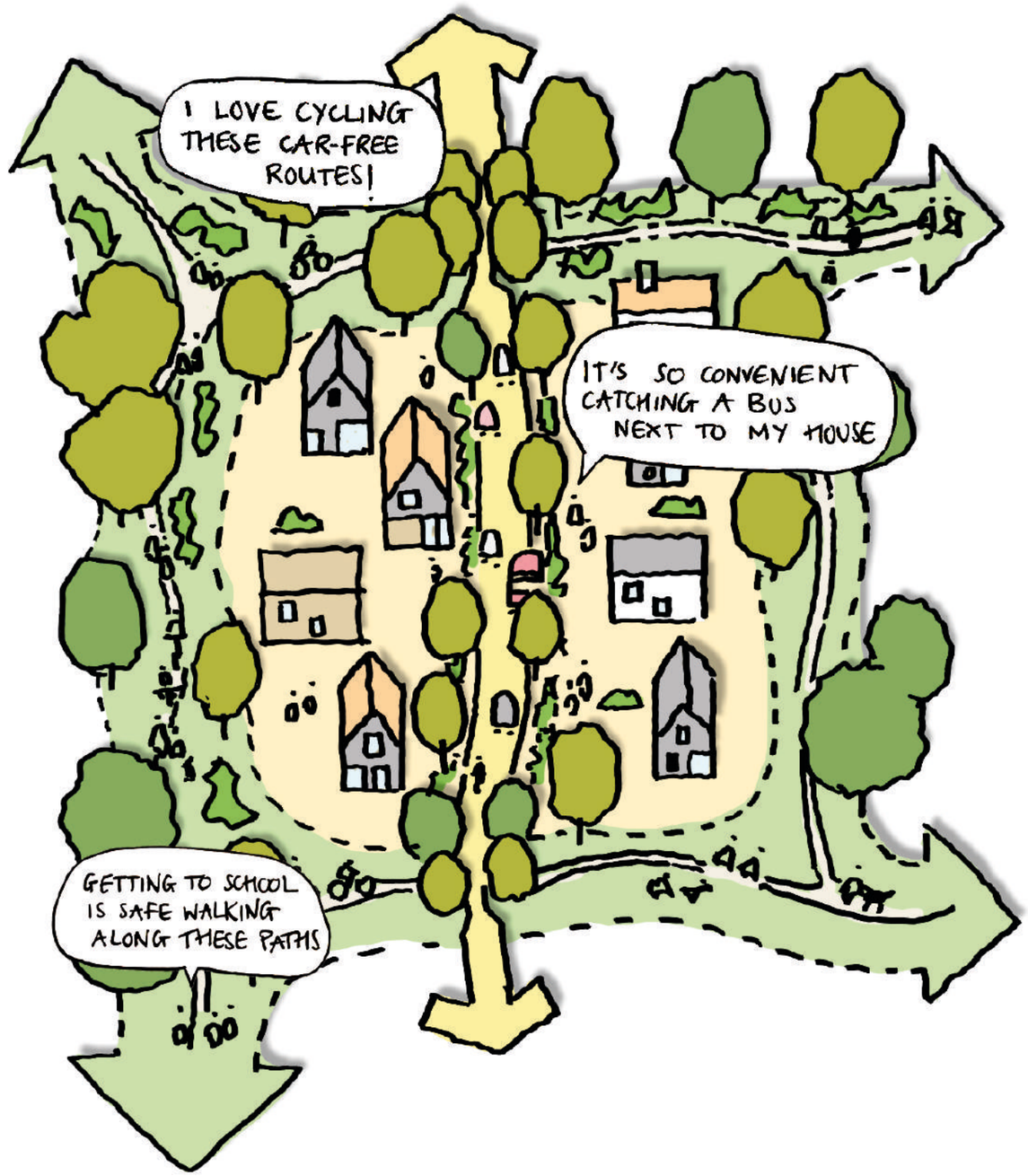
TO ACHIEVE THE SHARED ETHOS OUR COMMUNITY WILL;

- Make at least 60% of trips by non-car and active modes of travel
- Maximise trips by bus - create a culture of travel by bus and ensure the services are commercially viable with bus stops targeted to be within of 400m walk from every home
- Provide a connected and safe movement network for pedestrians and cyclists to maximise trips by active modes
- Minimise parking provision with an aspiration in the long term to deliver a parking ratio of less than 1 per dwelling
- Monitor and adapt in order to capitalise on the spatial and environmental benefits of reduced car ownership









THE VISION

PROMOTING ACTIVE TRAVEL

WALKABLE, CYCLABLE, CONNECTED

Active travel route integrated with the landscape



THE VISION

PROMOTING ACTIVE TRAVEL

WALKABLE, CYCLABLE, CONNECTED

KEY STRATEGIES

1) At least 60% of trips by non-car and active modes
2) Bus Travel Culture
3) Prioritised Walking and Cycling
4) Discouraged Car Ownership
5) Two levels of Mobility Hubs
6) Mobility Hubs within a 15 min walk
7) Monitor and Respond

The image below illustrates a typical bus route with a SUDs feature groups of trees and a curve in the road for slowing the traffic down.



1) At Least 60% of Trips By Non-Car And Active Modes Of Travel The garden community will seek to provide a development, where at least 60% of trips originating in the new neighbourhoods are to be made by walking, cycling or buses.



“ CGC will facilitate and encourage behavioural change - excessive usage of the private car will be a thing of the past! ”



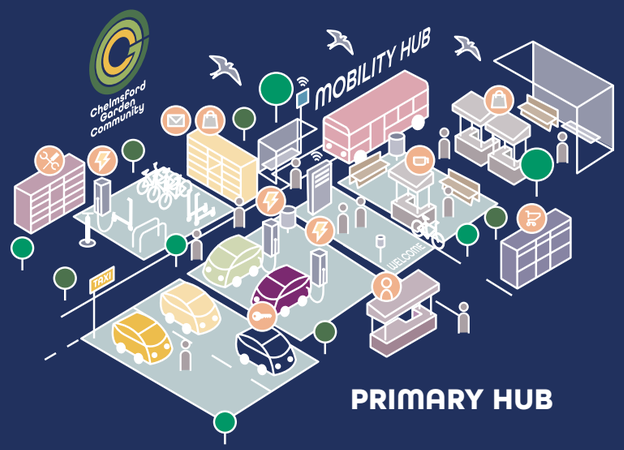
2) Bus Travel Culture New and extended services, with a target that bus stops are within 400 metre walk of every home connecting to key destinations such as Chelmsford City Centre and the new Beaulieu Railway Station.



3) Prioritised Walking and Cycling A direct and secure network of pedestrian and cycle routes will be provided throughout the site.

5) Differenet levels of Mobility Hubs The primary mobility hub will cluster together all of the transportation services along with retail and cafes. All of the other village centres will feature slightly smaller but fully functional secondary mobility hubs.

Two Levels of Mobility Hubs

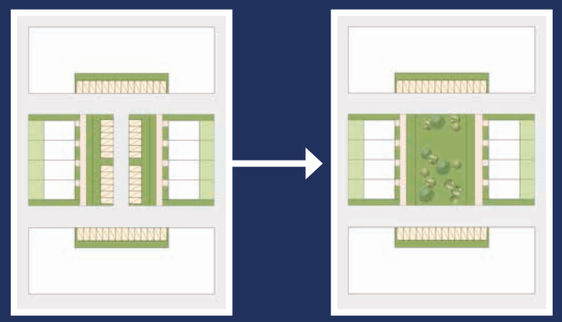


15min walk

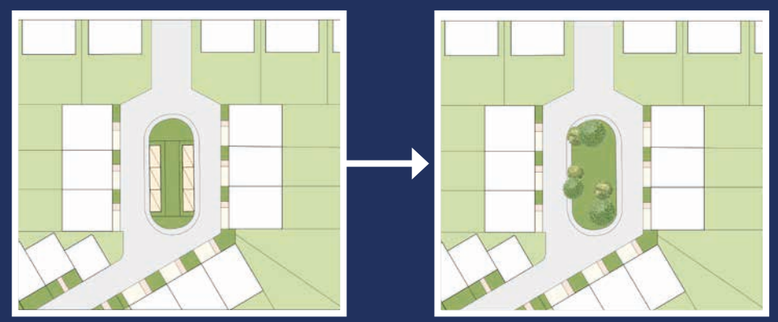
target to the nearest mobility hub



7) Monitor and Respond Flexibility will be at the heart of the community - to be able to deliver infrastructure required to accommodate future advances in transport and highway related technologies.



Indicative diagrams showing transition to green space



6) Mobility Hubs within a 15 minute walk of each dwelling The mobility hubs are well distributed across the masterplan in each village centre.



4) Discouraged Car Ownership

In parallel with the implementation of public transport, active travel routes and evenly distributed car clubs within 400m of every home, on plot parking will be limited and further reduced as the development progresses and car ownership patterns change. Off plot parking will be promoted and designed to enable the transformation into public spaces as car usage patterns change.

THE VISION
INCLUSIVE VILLAGES
ACCESSIBLE, AFFORDABLE, LIVEABLE

TO ACHIEVE THE SHARED ETHOS OUR COMMUNITY WILL;

- **Deliver a wide mix of homes - variety of tenure, type and sizes**
- **Provide homes and places that are welcoming to all - catering to a range of needs and designed with connectivity and community in mind**
- **Create streets with multiple functions - full of life and not of cars**
- **Connect everyone through smart enabled homes**
- **Deliver homes and buildings fit for a carbon zero future**
- **Create equal opportunities for access to the natural environment, employment and education**
- **Be a place where people can lead healthy lives**







KEY STRATEGIES

1) A varied mix of homes
2) Net zero ready homes
3) Cluster town centre uses to create places that are greater than the sum of their parts
4) A home for life
5) Everyone connected
6) Inclusive and adaptable design



Car free streets become community spaces creating an opportunity to inhabit the street with...

1. Informal planting
2. Benches
3. Chalk pavement drawings
4. Communal picnic benches
5. Deck chairs
6. Outdoor play
7. Bike Storage is easily accessible and close to the door
8. EV Car club parking bays in convenient locations
9. Bus stops within easy reach of all homes
10. Street trees
11. Variety of sizes and tenure of homes
12. Low ownership car parking kept clear of streets
13. Rain gardens, permeable paving and swales
14. In the future unused car parking spaces can be reclaimed as private gardens or communal spaces

THE VISION
INCLUSIVE VILLAGES
ACCESSIBLE, AFFORDABLE, LIVEABLE

WHAT IS THE POWER OF 10+?

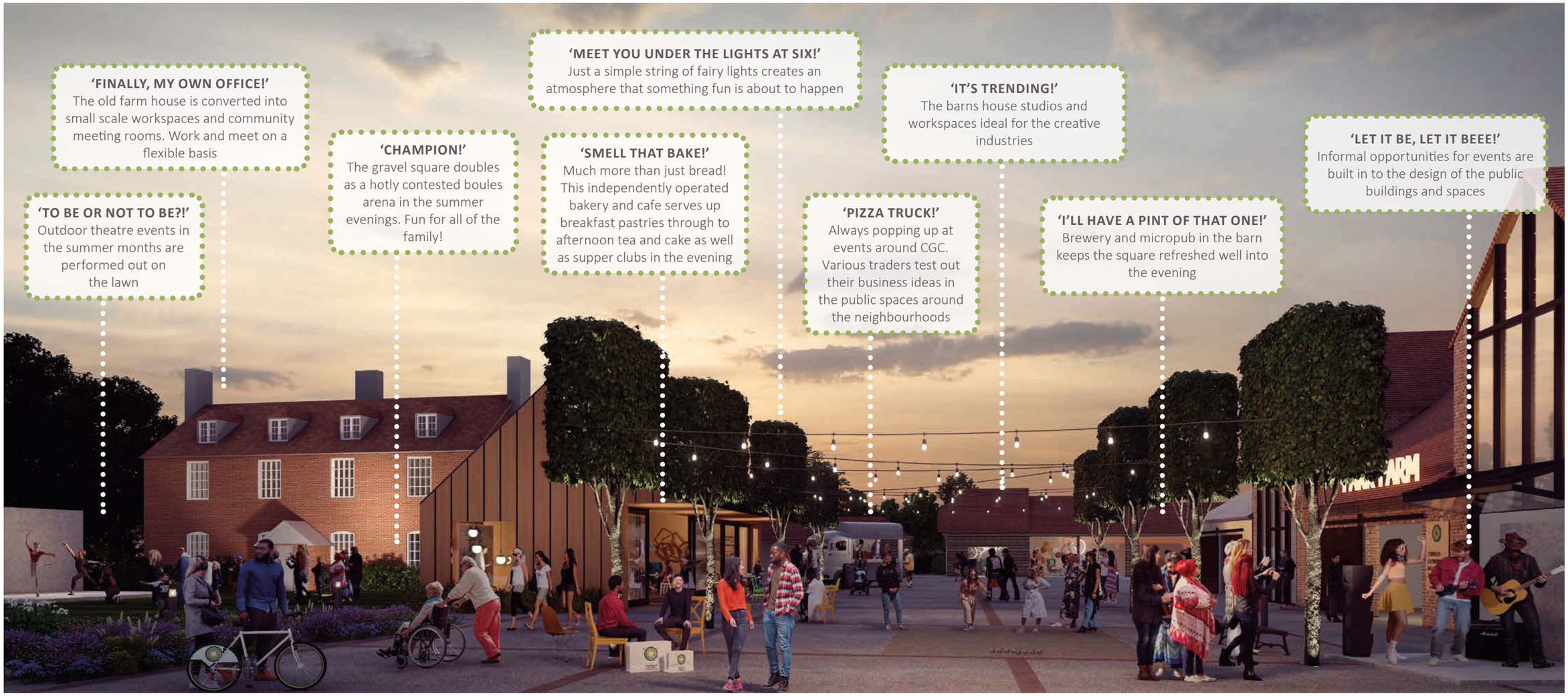
The Power of 10+ demonstrates that a well-planned and well-visited place can become greater than the sum of its parts, and that by providing people with ten or more reasons to visit a place, the chances of them visiting and supporting various activities there will increase significantly.

Each of the four new village centres will seek to achieve the Power of 10+. They will become 'community anchors', offering a rich range of reasons to visit them. From a bench to a grocery store, from a post box to a cafe, each of these reasons is stronger if coupled with a couple more.

When these reasons add up to ten or more then a new form of self-sustaining synergy can be achieved, a place can thrive and the range of activity it supports can be expected to increase further over time.

An evening economy could be promoted via methods such as conditions on café/restaurant operating times, targeted floorspace allocation for use classes, well designed lighting schemes and provision of attractive and safe public spaces.

Applying the principle of power of 10+ to Park Farm



THE VISION

INCLUSIVE VILLAGES

ACCESSIBLE, AFFORDABLE, LIVEABLE





1) A varied mix of homes
Homes in a varied mix of types, sizes and tenures will be provided across all phases of CGC. Apartments, townhouses, semi and detached houses will be able to accommodate changing housing needs for residents.

“ ...our community will give people the opportunity to meet and enjoy the sense of belonging, encouraging social support and interaction; play and active recreation; enjoyment of green and natural environments, growing healthy food; and taking exercise such as walking and biking... ”







2) Construction of net zero ready homes which utilise high fabric performance and renewable energy technologies.



3) The power of 10+ Clustering of community facilities that are greater than the sum of their parts.



4) A home for life
The range of homes at CGC, ease of getting about and a strong community spirit will help support residents through all life stages.

“ We will be at the forefront of setting a clear pathway with the construction of net zero ready homes ”



5) Everyone Connected
High efficiency connections across the development that will support smart homes, low carbon heating and water efficient homes.



6) Varied, flexible and accessible facilities CGC will provide facilities that serve the needs of a variety of different groups of people, including those who are disadvantaged or with disabilities.



7) Inclusive and Adaptable Design
Neighbourhoods will provide a range of homes including those that are adaptable and wheelchair accessible.

THE VISION
15 MINUTE NEIGHBOURHOODS
CIRCULAR ECONOMY

WHAT IS A 15 MINUTE NEIGHBOURHOOD?

Sustainable and healthy places cannot be ones that are predicated on the use of the car, and cannot be ones where those who live and/or work there have to travel by motorised transport to access the simple needs of their day-to-day routines.

Carefully planned and organised new neighbourhoods can ensure that these simple needs can be met by undertaking a short journey which constitutes a pleasant walk or a short cycle ride. The benefits of such environments are not only ones of convenience: they extend to physical and mental health and wellbeing, social interaction and cohesion, active travel being prioritised over car use, reduced traffic and congestion and the creation of places that can enjoy enhanced self-sufficiency while supporting a circular economy.

A careful balance must be struck in the provision of facilities that can be commercially sustainable at the heart of communities: those uses must be tailored in their range and scope to become genuinely beneficial to those living within a 15 minute one way journey from them. Some uses cannot be provided within every neighbourhood, and for these the provision of frequent and direct public transport is provided.

At Chelmsford Garden Community the masterplan has been carefully evolved to maximise the opportunity for the creation of 15 Minute Neighbourhoods.



SO MUCH WITHIN 15 MINUTES...

THE VISION

15 MINUTE NEIGHBOURHOODS

CIRCULAR ECONOMY

KEY STRATEGIES

1) 15 Minute Neighbourhoods
2) Four mixed use Village Centres
3) Logistics hub
4) Innovation Hub
5) Multiple schools and early years provision
6) Working towards 100% diversion of waste from landfill

The space is filled by a mixture of uses – a community café spills out onto the square and a community centre presents an active frontage. To the rear, a market is underway. Rain garden planting with the opportunity for substantial trees reflects the approach to landscape in CGC – informal, abundant and promoting biodiversity.



THE VISION

15 MINUTE NEIGHBOURHOODS

CIRCULAR ECONOMY

TO ACHIEVE THE SHARED ETHOS OUR COMMUNITY WILL;

- **Provide flexible, high quality spaces to encourage the local economy**
- **Prioritise reduce and re-use before recycling waste**
- **Provide a mix of flexible employment spaces**
- **Embed community facilities within the neighbourhood hubs**
- **Target zero waste to landfill through a year-on-year reduction in household waste**
- **Support increased working from home and smart residential and commercial technologies**









1) 15 Minute Neighbourhoods A range of community facilities are embedded within the neighbourhood centres across the masterplan to enliven and enrich the entire development and ensure people can meet most of their needs locally.





2) Four Village Centres will provide a range of retail, leisure, commercial and employment floorspace. They will embed the principles of the 15 minute neighbourhood.



15

minutes walk or cycle for all daily needs



4) Innovation Hub The Innovation Hub could target the office/high tech sectors, as well as other key growth areas: creative, digital and media, and business and professional services.

5) Multiple schools and early years provision One All Through school, three primary schools and early years provision in every village centre. Schools will be within a short, safe cycle or walk from all homes.







3)Logistics hub

A potential Logistics Hub at Willow Hill would have easy accessibility to the strategic highway network, enabling the hub to connect with customers within CGC and the wider area.

“Work to live and not live to work - from anywhere in the community!”





6) 100% Diversion of waste from landfil Prioritising reusing and reducing before recycling, CGC will work towards 100% diversion of all wastes from landfill through a year-on-year reduction in household total waste.

THE VISION

PARTICIPATORY GOVERNANCE

PRO-ACTIVE COMMUNITY

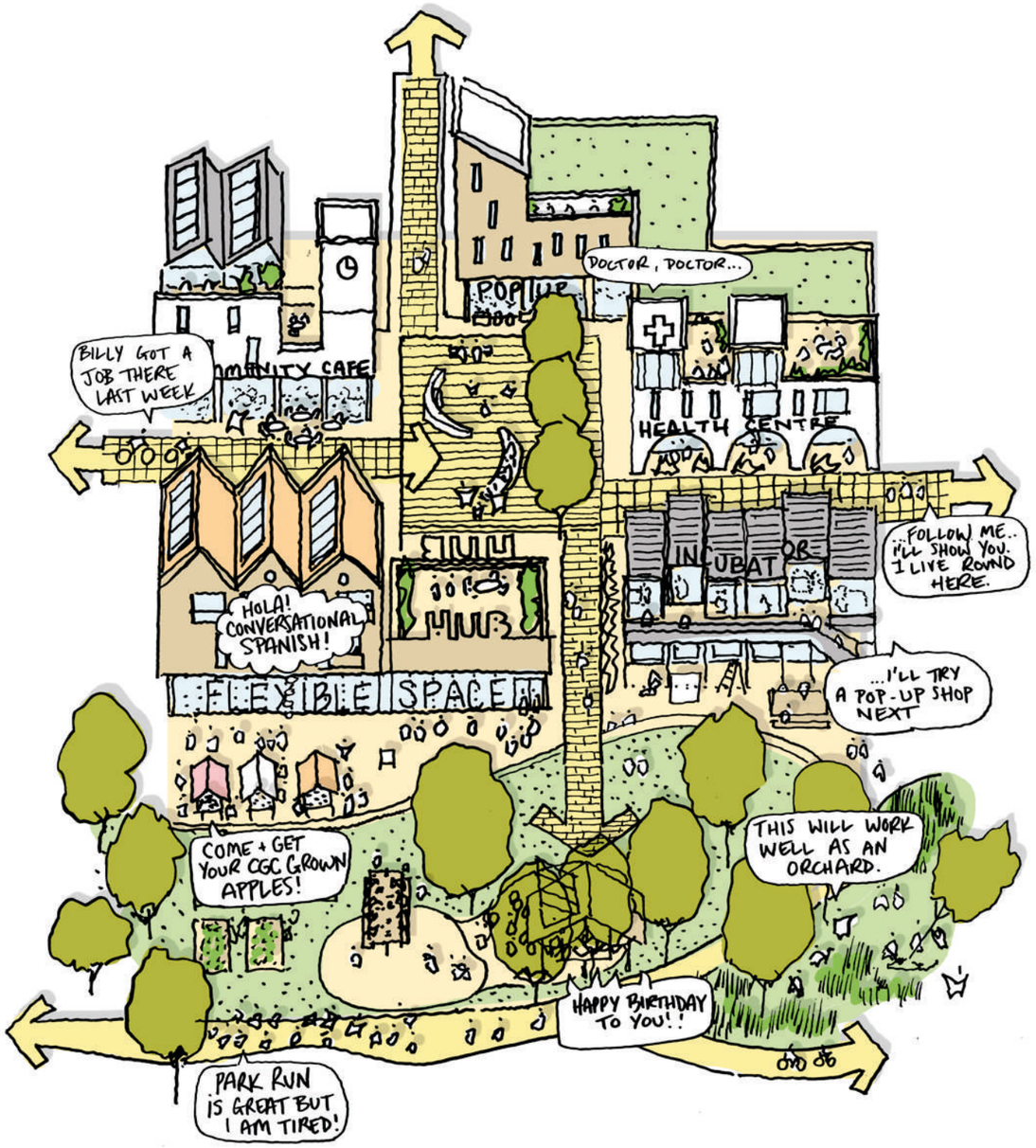
STRATEGIES ARE BASED ON GARDEN COMMUNITY PRINCIPLES

TO ACHIEVE THE SHARED ETHOS OUR COMMUNITY WILL;

- **Introduce a number of stewardship initiatives**
- **Establish long term management and maintenance of green and blue infrastructure**
- **Deliver local community cohesion**
- **Enable collaborative stewardship**
- **Deliver an educational and skills resource**
- **Support health and wellbeing improvements for the residents**

KEY STRATEGIES

1) Early establishment of stewardship bodies
2) Site-wide stewardship
3) Stewardship Steering Group
4) Common principles and structures of community-led management
5) Garden Community Management Trust
6) A Programme of Community Initiatives





1) Early establishment of stewardship bodies
By putting in place robust structures and approaches to stewardship from the inception of the Garden Community, gives the stewardship organisation more chance of becoming self-sustaining and effective.



> **Stewardship is considered early on in the planning of CGC and hardwired into delivery, financial and governance arrangements**

2) Site-wide stewardship Across all phases, parks and villages, site-wide stewardship is essential for ensuring a consistant approach to the management of high quality environments.



3) Stewardship Steering Group
Could include members of the local community, Parish Council, City and County Councils, the Development Consortium, and other local residents, resident groups and stakeholders.



4) Common principles and structures of community-led management The stewardship body, formed from members of the Garden Community, will establish the structures and principles that will govern the Management Trust.





6) A Programme of community initiatives
The Community Management body will be in charge of organising community events, health and well-being initiatives, educational opportunities as well as the maintenance of community assets.



5) Garden Community Management Trust Will establish arrangements for community-led management and the design and funding of open space, public realm and Green Infrastructure. The Management Trust will also consider potential for income generating assets.

> **Partnership with local residents that is open to democratic and transparent procedures**



05.

ILLUSTRATIVE MASTERPLAN

ILLUSTRATIVE MASTERPLAN DELIVERABLES

The following Illustrative Masterplan is based on an indicative development specification that brings to life how the Garden Community can deliver the Vision and ethos described in the previous section of this document. Space has been created for building inclusive neighbourhoods; a network of parks and Greenways forming the framework of green and blue Infrastructure; direct active travel and convenient public transport choices; a circular economy based on the 15-minute neighbourhoods and a place which encourages pro-active community interaction throughout. The wider context masterplan demonstrates how the new Garden Community will be connected cohesively to the existing communities in Beaulieu and Channels and the wider City.

KEY DELIVERABLES

The development will deliver the following:

- Around 5,500 new homes of mixed size and tenure, of which 35% will be affordable.
- 9.19ha of dedicated employment land.
- Four new mixed use Village Centres.
- A new all-through school (including 1 x primary with co-located early years, 1 x Secondary and potentially a sixth form), up to three further primary schools (with co-located early years) and at least two standalone early years facilities, as demand requires.
- 238.5 hectares of green and blue infrastructure (including the 108.8 hectare Duke's Wood Nature Park).
- 17.3 ha of new outdoor formal sports facilities.
- Comprehensive infrastructure to support sustainable travel modes.
- New Radial Distributor Road 2 from Essex Regiment Way.
- Safeguarding of land for the future expansion of Chelmer Valley Park and Ride.
- Safeguarding of land for Chelmsford North East Bypass and provision of future bridge crossings.
- Travelling Showpeople site for 9 serviced plots.

INCLUSIVE NEIGHBOURHOODS

Chelmsford Garden Community is comprised of the existing Channels and Beaulieu communities along with four newly proposed Villages at:

Park Farm: Located at the heart of CGC, it will be the principal village including a mix of village centre uses at ground floor such as shops, cafes, community, co-working, healthcare and commercial floorspace. A primary Mobility Hub alongside the proposed All-Through School and a standalone early year's childcare facility. The existing Park Farm buildings, where possible will be reconditioned as a community, business and arts and cultural space.

Great Belsteads: Forming the western entrance of CGC, it will announce a key arrival to CGC from Essex Regiment Way. The village centre will feature commercial, and community uses at ground floor of apartment buildings, a secondary mobility hub, a primary school and a standalone early year's childcare facility.

Willow Hill: Will be the smallest of the village centres with a small selection of shops and commercial uses, a secondary mobility hub and primary school.

Hawthorn: Hawthorn Village is characterised by its proximity to the proposed Duke's Wood Nature Park.

EMPLOYMENT HUBS

A total of 9.19 ha of employment land is proposed across two main employment sites, as well as a smaller site adjacent to the existing Channels complex as follows:

CGC Innovation Hub: (4.79ha) This area could target the office/ high tech sectors, as well as other key growth areas such as creative, digital, media, business and professional services and provide around 39,940sqm of floorspace.

Willow Hill Employment Hub: (3.89ha) This employment hub is proposed as an area for 'last mile' logistics activity due to its position adjacent to a key transport node and its ability to intercept HGVs from key arterial roads and provide around 15,566sqm of floorspace. The location would enable the transition of goods to more sustainable last mile delivery vehicles into CGC and the wider City.

Channels Employment Hub: (0.51ha) This will provide office space in the form of co-working premises and small-scale workspace hubs and provide around 1,440sqm of floorspace.

A further 9,757sqm of village centre uses can be accommodated across the four new Village Centres to support the local economy including approximately 250 to 500 sqm of flexible co-working floorspace within each Village Centre.





ILLUSTRATIVE MASTERPLAN DELIVERABLES

NON-RESIDENTIAL FLOORSPACE

A table identifying the indicative mix of non-residential floorspace is provided within Appendix 4.

DESTINATION PARKS AND SPORTS HUBS

Three substantial new Destination Parks are proposed, evenly distributed across CGC. One in the west, one in the east and one centrally located:

Channels Discovery Park - extending from Channels Park to the south up to the northern boundary at Wheelers Hill, the 32 hectare park will feature ponds and wetland habitats, coppices of trees and the Great Belsteads Sports Hub (6.1ha).

Park Farm Meadows - following the alignment of Park Farm Brook, it will be centrally located with Park Farm Village forming the backdrop to the 11 hectare park.

Dukes Wood Nature Park - the 108.8 hectare nature park is proposed to occupy the north eastern quadrant of CGC. Its centrepiece will be a 48 hectare wetland area and in addition extensive areas of new woodland planting is proposed around the north and eastern edges and to the west a new Duke's Wood Sports Hub will be delivered (7.36ha).

GREENWAYS

The villages will be interconnected by around 20km of strategic Greenways that will protect, restore, enhance and create nature-rich habitats encouraging species movement and wildlife to thrive. Blue infrastructure will also be accommodated in the Greenways in the form of swales and ponds rich in biodiversity.

A SUSTAINABLE CONNECTED COMMUNITY

In addition to Greenways and Discovery Trails, a network of pedestrian and cycle friendly routes that connects into the wider active transport network outside the site are proposed.

An efficient network of bus routes and mobility hubs is proposed within a short walk of all homes, businesses and attractions as well as key destinations. Mobility hubs are proposed around the site that will accommodate a variety of facilities and services such as travel planning, electric scooters and bikes and car club rentals.

A series of bus gates are proposed across the masterplan that will restrict and discourage direct travel by private motor vehicles making journeys by walking, cycling or buses more convenient, more direct and the preferred choice.

HOUSING

The illustrative masterplan provides for around 5,500 new homes, of which 65% will be market housing and 35% will be affordable.

The mix of housing will be provided in accordance with the most up to date Planning Policy (presently Policies DM1 and DM2), the Strategic Housing Market Assessment (SHMA) and the Council's Housing Strategy.

The delivery will include appropriately accessible and adaptable housing, which meets building regulations, as well as specialist housing. Where required, financial contributions towards specialist housing may be made to support delivery in more appropriate locations.

Chelmsford Garden Community also presents an opportunity for the delivery of community-led housing; through high levels of community participation and engagement, as set out in the Stewardship Statement, the ability to potentially include community-led housing schemes can be explored.
The precise mix and density of units will vary depending on the local context of each RMA land parcel as they are brought forward.
Self build and custom build housing will be provided in line with Planning Policy with phasing and delivery details to be discussed as part of OPA's and RMA's.

DOMSEY LANE

Land is identified on the Illustrative Masterplan outside of the CGC allocation boundary along Domsey Lane which bisects the site. These properties and parcels of land may come forward as part of future standalone planning applications which must demonstrate how they integrate within the masterplan, deliver suitable new east west connections and accord with the DFD and wider planning framework including proportionate contributions in accordance with the IDP.





GREAT BELSTEADS VILLAGE

ESSEX REGIMENT WAY

DOMSEY LANE

WILLOW HILL VILLAGE

DUKES WOOD NATURE PARK

PARK FARM VILLAGE

HAWTHORN VILLAGE

CHANNELS

BEAULIEU

Key

VILLAGES

1 Village Centres

DESTINATION PARKS

2 Channels Discovery Park

3 Park Farm Meadows

4 Duke's Wood Nature Park

5 Channels Park

EMPLOYMENT AREAS

6 CGC Innovation Hub

7 Willow Hill Employment Hub

8 Channels Employment Hub

SPORTS

9 Sports Hubs

SCHOOLS

10 Primary School

11 All Through School

HERITAGE ASSETS

12 Park Pales

13 'The Ride'

14 Park Farm

15 Powers Farmhouse

16 T2 Hanger and Romney Hut

17 Channels Farmhouse

18 Peverel's Farmhouse

19 Pratt's Farmhouse

20 Belstaed's Farmhouse

21 Mount Maskell

22 New Hall (Beaulieu Palace)

OTHER USES

23 Travelling Showpeople

24 Development north of Northern RDR

MOVEMENT

25 Park And Ride

26 Chelmsford NE Bypass

27 Northern RDR

CGC Site boundary

Primary street

Bus Gates

Walking and Cycling routes

28 Park and Ride (Land safeguarded for extension)

Primary Mobility Hub

Secondary Mobility Hub

Key site access points



Park Farm Village



Park Farm Community Hub



Active Travel



Green Corridors

06.

GUIDING FRAMEWORK PRINCIPLES

GUIDING FRAMEWORK PRINCIPLES :

MOVEMENT STRATEGY

“ CORE OBJECTIVE

Create a development, with integrated and accessible transport systems, with **walking, cycling and public transport designed to be the most attractive forms of movement.** This will be underpinned by a Modal-Share Target of **60% of all trips originating** within the development **to be by non-car means** by completion of the development. The target within the development will be for trips by Active Modes to represent the majority form of travel.

The delivery of infrastructure and transport incentives required to meet these targets, will ensure that a **sustainable and healthy culture will thrive** within the Garden Community and in turn contribute towards minimising vehicular emissions. ”



GUIDING PRINCIPLES

1. Provision of a connected movement network, which provides high-quality network of primary and secondary links for pedestrians and cyclists. The on street cycle network will be designed in accordance with the requirements of LTN1/20 or any successor documents with protection for cyclists provided in accordance with Table 4.1 of LTN1/20.

2. Providing Bus Services to Chelmsford City Centre/NE Chelmsford Railway Station/ Broomfield Hospital and the wider public transport network through the delivery of new and extended bus services from Beaulieu and Channels that will benefit from the implementation of an affordable single fare zone.

3. Incorporate bus-gates to create sections of ‘Bus/Cycle Only’ roads within the development, to ensure that all non-car uses have a clear journey time advantage over users of the private car.

4. Bus Stops will be easily accessible and located within 400 metres walk from every home.

5. Provide access to a Car Club, with a target that one space is available within 400m walk of every home to encourage a transition to households living without ownership of a private car.

6. Delivery of a network of Primary and Secondary Mobility Hubs throughout the site with varying functions, facilities and scale to encourage journeys by sustainable means
.

7. Enhance connectivity to key destinations in the immediate and wider surrounding area through delivery of a series of transport related improvements and interventions.

8. Respond to successes and failures through monitoring performance against the Modal Share and Active Mode Targets to ensure at all times the Garden Community leads the way in delivering sustainable travel alternatives.

GUIDING FRAMEWORK PRINCIPLES : MOVEMENT STRATEGY





A sustainably planned movement network with space for different transport modes and technologies will be required in order to deliver a forward looking, high-quality place, which leads the way in transitioning from ownership of the private car and therefore optimises social, environmental, economic and health benefits.

Sustainable movement, which can be categorised as non-car and active modes, will be at the heart of the development with integrated healthier, safer, inclusive and non-polluting choices that promote more sustainable forms of transport to ensure they become the most convenient way to travel. This applies across the development and includes the movement of people, goods and services within and around the site.

Each OPA will be accompanied by a Transport Assessment, which will reference the access strategy, series of infrastructure proposals and travel plan measures in accordance with the following DFD GFP's and will need to demonstrate how they will contribute to achieving both the Modal Share and Active Mode Targets. *Full details of these proposals are contained within the Evidence Base.*

THE BUS STRATEGY

Bus travel has proven to be a huge part of the success story of the first stages of CGC at Beaulieu and Channels in shifting travel patterns away from use of the private car.

The next stages of the Garden Community will deliver further enhancements to build on this success with the key components of the proposed Outline Bus Strategy including:

- The creation of new and extended services, consistent with the target of providing bus stops within 400 metres of every home where possible and connecting to key destinations such as Chelmsford City Centre and the new Beaulieu Railway Station, including inter-connections at Chelmer Valley Park and Ride.
- Connecting other destinations outside CGC such as Broomfield Hospital through services directly from a series of Mobility Hubs around the Garden Community.
- A package of marketing and incentive measures for every resident such as free bus fares for every new resident for a year will encourage journeys by bus.

THE ACTIVE MODES STRATEGY

The definition of Active and Non-Car Modes is shown in the table below;

Active Modes	Non-Car Modes
Walking	All Active Modes
Wheelchair and Mobility Scooters	Scheduled Bus Services
Cycling	Demand Responsive Bus Services
E-Cycles, Tricycles and adapted bikes	Private Hire Passenger Transport Services, for example School Buses, Coach Trips

Table 1: Mode Definitions

The target is that the Active Modes represent the majority mode of travel for trips within the Garden Community, through:

- The provision of a comprehensive, inter-connected, direct, and secure network of new pedestrian and cycle routes within the Garden Community.
- Inclusion of incentives within the marketing measures to encourage journeys on foot and by cycle by residents and employees within the development.
- The provision of secure cycle parking at various points within the Garden Community and hire schemes for Active Modes included within the mobility hubs

THE PARKING STRATEGY

The approach to parking will be integral in ensuring the Garden Community does not encourage increased levels of car ownership. The proposed parking strategy will restrict on-plot parking to an average of 1 space per dwelling in the early phases, with off-site provision in nearby parking clusters linked to the network of Mobility Hubs. Over time, if car ownership falls the parking cluster can be returned to other beneficial land uses.

THE MODAL SHARE STRATEGY

To achieve the proposed Modal Share Target, the modal share strategy will be an integral part any success.

It is proposed that new and enhanced connections will facilitate at least 60% of trips leaving the development, and 60% of trips inside the development, to be by non-car means.

In order to achieve the Modal Share Target, active travel will be promoted as the primary mode of travel within the CGC. For definition, active modes include walking, wheelchair and mobility scooter use, cycling including e-bikes, tricycles, adapted bikes and other user propelled micro mobility options. Meeting these targets will also be promoted via high-quality bus provision and accessibility to mobility hubs.

GUIDING FRAMEWORK PRINCIPLES:
MOVEMENT STRATEGY

ACTIVE MOVEMENT - WALKING & CYCLING

OBJECTIVE

Enable Active Modes of travel to become the norm to get in, around and out of the Garden Community to deliver the ambitious target for at least **60% of journeys within the development to be undertaken by non-polluting means.** An interconnected network of active travel routes will ensure exemplar provision for wheelchair users, mobility scooters, cyclists (including e-bikes), tricycles and adapted bikes and other user propelled micromobility options that are available now and those that will emerge in the future.







GUIDING PRINCIPLES

1. Deliver a comprehensive highly connected secure network of primary and secondary active travel routes that directly connect the site to its surroundings including employment, retail and leisure destinations.
2. In accordance with the current LTN 1/20 Guidance and any successor guidance segregate cyclists from the private car, particularly with priority at the majority of junctions, except for lightly trafficked roads, with low speed limits, where LTN1/20 Guidance recognises that a cyclist can comfortably make the journey on street.
3. Deliver a coordinated, simple, consistent and legible approach to wayfinding and signage for all users, especially for those with disabilities and special needs such as partial sightedness.
4. Lead the delivery of the Cycle Strategy to improve connectivity to and from the Garden Community to Chelmsford City Centre, Broomfield and Beaulieu Railway Station and mitigate severance by providing additional pedestrian and cycle crossings of Beaulieu Parkway, Essex Regiment Way and the Chelmsford North East Bypass.

ACTIVE MOVEMENT - WALKING AND CYCLING







ESSEX REGIMENT WAY SUSTAINABLE TRANSPORT CORRIDOR (ERWSTC)

It is proposed to create an Essex Regiment Way Sustainable Travel Corridor that will see a reduction to the existing speed limit on a substantial part of Essex Regiment Way from 50mph to 40mph following the opening of the Chelmsford North East Bypass.

The proposals are predicated on the assumption that the road transitions from a Priority 1 Road and a Strategic Route in ECC's Route Network to a Sustainable Travel Corridor.

The new Corridor will enable the provision of additional pedestrian and cycle crossings of Essex Regiment Way helping to reduce east-west severance, together with the provision of a new north-south cycleway substantially along the western side of the road that will provide an active travel route from the Garden Community to a new cycleway along the Chelmer Valley Road connecting with existing active travel routes to the city centre.

The precise detail of the measures associated with the ERWSTC will be agreed at the OPA stage.

IDP References: C11

CYCLING

A comprehensive cycle network is proposed within the Site as shown on the Land Use and Access Framework Parameter Plan, this includes principle active travel routes predicted to experience high cycle demand or higher vehicle flows and the provision of priority for cyclists at the majority of junctions within the development.

Beyond the site, key destinations for cycling have been identified as follows:

- Chelmsford City Centre, Railway Station and Anglia Ruskin University
- Broomfield Hospital
- Great Leighs, Great Notley, Braintree
- Beaulieu Exchange Employment Area, and Beaulieu Railway Station and
- Springfield Business Park, Winsford Way

A proposed strategy for the delivery of these improvements is contained within the Movement Strategy Evidence Base. Each OPA will need to demonstrate how it will contribute to the CGC Cycle Strategy through delivery of the following component parts:

- Creation of a comprehensive cycle network that seamlessly links each area of the site
- Contributions towards, or provision of, new or upgraded cycle routes to the key destinations surrounding the site and wider area
- Provision of information and incentives to encourage journeys by cycle including discounts for educational initiatives such as cycle proficiency training to encourage residents to feel more comfortable and confident to make journeys by cycle to key destinations

IDP References: C12, C13, C14, C15, C17 C18, C19, C24, C26, C27

WALKING

Walking will be an important part of the experience for anyone living, working and visiting the Garden Community. It will provide the ability to travel to work, see friends and experience the built and natural environment that is being delivered.

A network of primary and secondary active travel routes will crisscross and run throughout the development and allow users to make their way to key destinations without the need to take extended routes or encounter excessive interaction with private vehicles. The design, location and function of these pathways will be important to ensure users, not only have a positive aesthetic experience of using the routes, but also feel safe. Primary routes will be hard surfaced with lighting, usable at all times of day and year, with segregated pedestrian and cycling lanes. Secondary routes will be leisure routes with a variety of surfacing, lit where appropriate.

Within and around the Garden Community are a number of Public Rights of Way (PROWs) that, where possible, will be retained and enhanced to ensure the consistency of movement for existing users and to provide attractive, well-connected routes for all users in the development. Diversions of PROW's may be considered where it would complement or improve the wider objectives and strategies set out in the DFD.

IDP References: C16, C17, C19, C20 C26, C27

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
The Active Mode Strategy	✓		✓	✓
Provision of on-site cycle infrastructure	✓	✓	✓	
Provision of Off-Site Cycle Infrastructure	✓			✓
Travel Packs and Cycling Incentives	✓			✓
Planning Policy	S9, SGS6, DM27			
Evidence Base	Movement Strategy Summary Report – Appendix A3 – Cycling and Walking Strategy Final Rev C			

GUIDING FRAMEWORK PRINCIPLES :
MOVEMENT STRATEGY

WIDER ACTIVE TRAVEL ROUTES

The primary active travel network is indicated on the adjacent plan. The solid green lines show the Primary Active Travel Routes within the CGC. The orange lines show strategic routes and connections beyond the CGC boundary only within the public highway. Primary Active Travel Routes proposed at CGC will link into the wider network, connecting the community with key destinations in the City centre and wider area. The expansive network will tie in into the existing routes in Beaulieu and Channels, and allow direct access to Beaulieu Railway Station. To the west routes will connect to Broomfield Hospital and down Essex Regiment Way to Chelmsford City Centre, the University and Railway Station. To the west and north there will also be connections to Little Waltham, the Chelmer Valley Great Leighs, Great Notley and Braintree.

Key

Primary Active Travel Routes - exact alignment and specification of routes will be determined at OPA stage and beyond

Primary Existing and Programmed, Active Travel Routes including those to be delivered or subject to contributions by the Consortium*

*Refer to the Evidence base (Movement strategy, Appendix 3)

Potential improved Routes, specification subject to land availability, technical and ecological constraints, to be assessed at OPA stage

Aspirational Routes - final alignment and specification subject to land availability and technical constraints, to be considered further at OPA stage

Proposed educational area

Proposed Centres and local facilities

Sports and recreation facilities

Employment Area

Primary Mobility Hub

Secondary Mobility Hub

Notes

1. The upgrades to the bridleway for part of the Movement Strategy for the Beaulieu Consent. The OPAs will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision of additional upgrades to the Bridleway. Any upgrades will need to demonstrate they are necessary to make the development acceptable and the IDP will need to be reviewed and amended as appropriate.

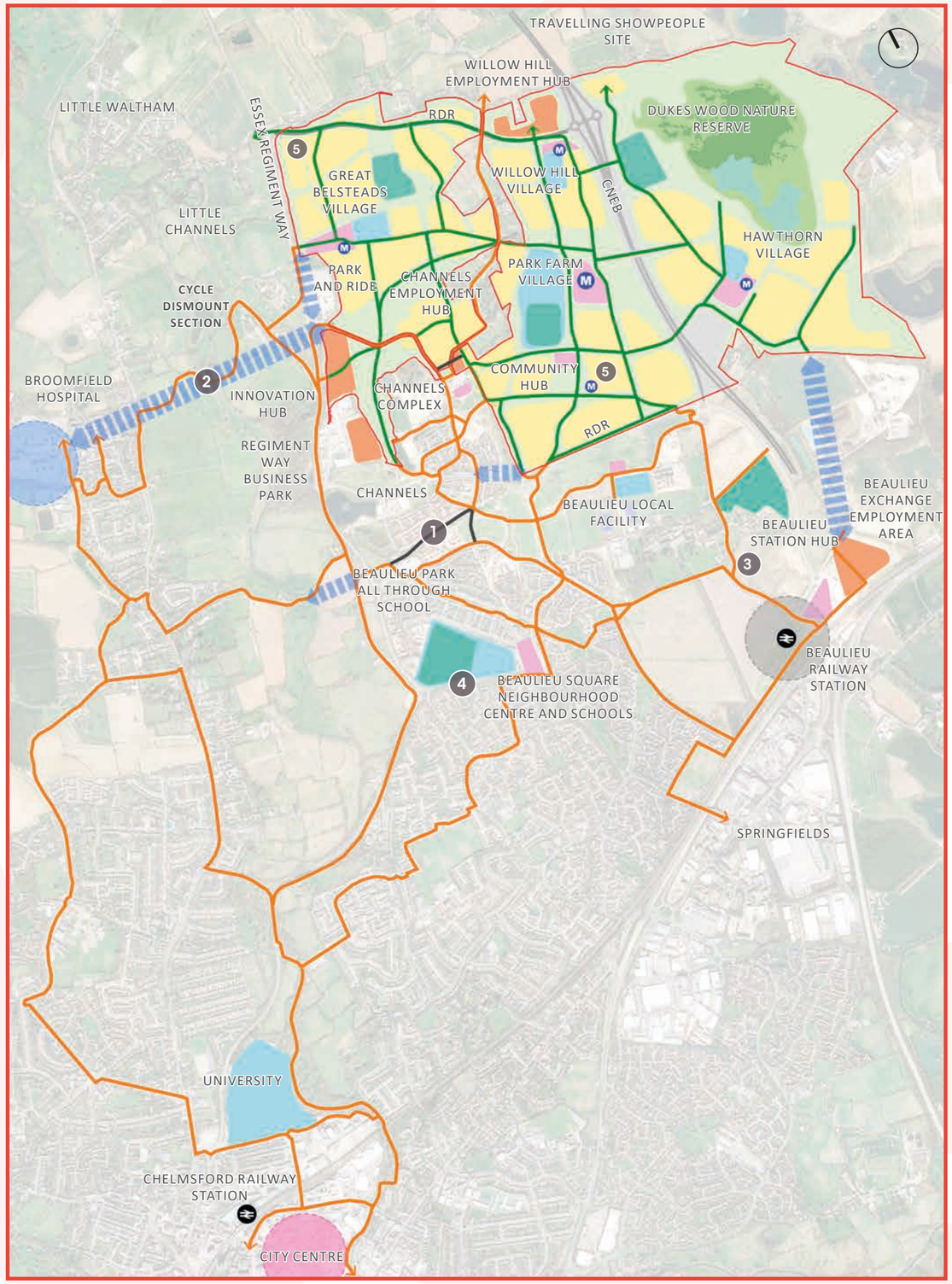
2. The OPAs will further investigate, in accordance with a brief agreed with ECC/CCC, the feasibility of potential 'Croxton Mill' routes between the CGC (near the CVP&R site) and Broomfield Hospital. This is to enable the preferred option or options to be determined and then taken forward and delivered (by an appropriate time), and appropriate amendments to the CGC masterplan to be made accordingly.

3. Upgrades to Generals Lane to provide cycle facilities in accordance with the Beaulieu Movement Strategy will be delivered by the existing Beaulieu OPA. The CGC OPAs will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision of additional upgrades to the Bridleway including a potential off Bridleway route adjacent to the New Hall School egress should this not be delivered as part of the Beaulieu development. Any upgrades will need to demonstrate they are necessary to make the development acceptable and the IDP will need to be reviewed and amended as appropriate.

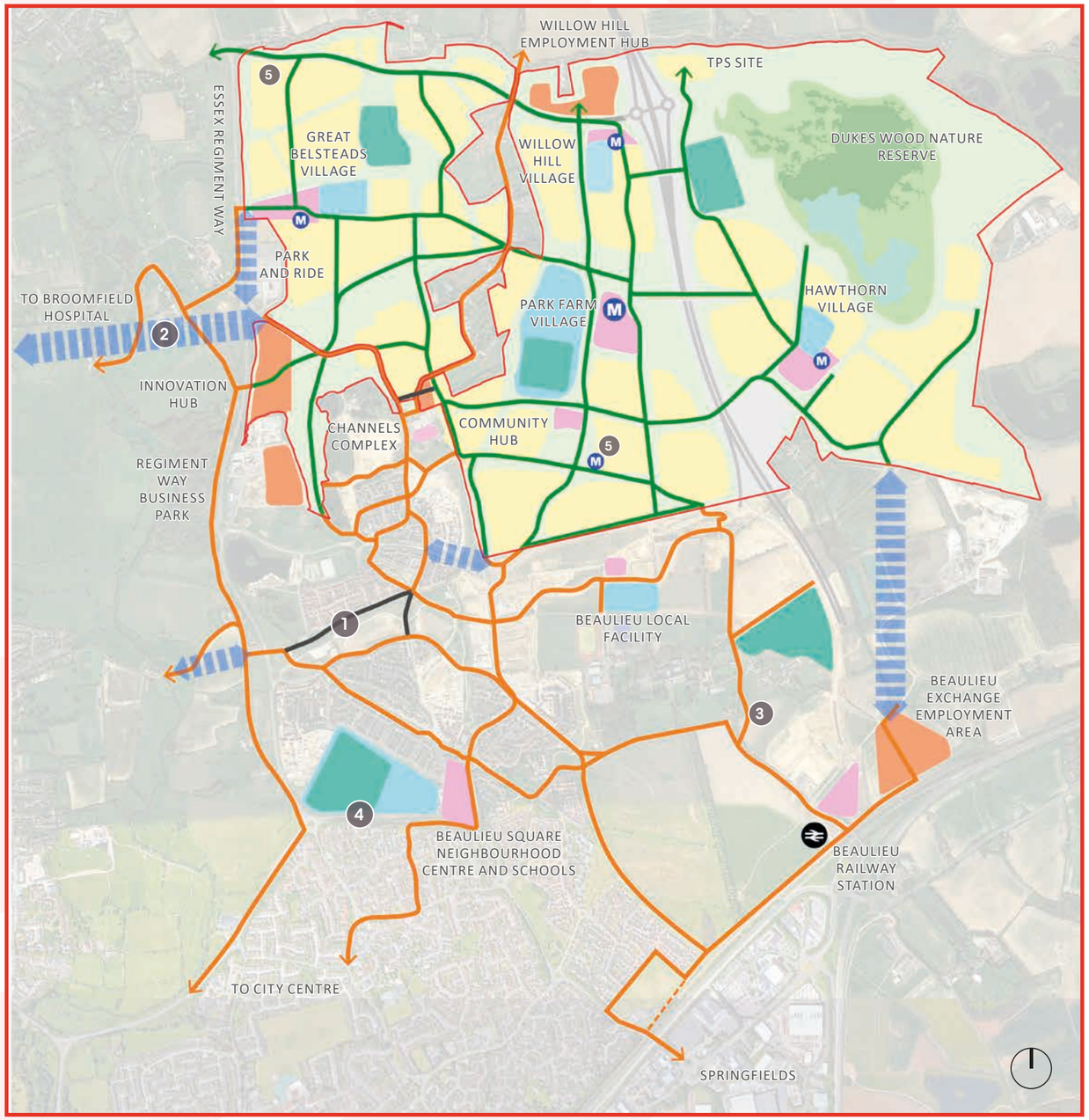
4. The OPAs will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision of an additional connection between the Nabbotts Farm Roundabout, Beaulieu WHL Access and New Hall School Access above the works being implemented along White Hart Lane in accordance with the Beaulieu consent.

   The OPAs will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision upgraded walking and cycling infrastructure between the New Hall School Access and the cycle facilities on the east side of the Colchester Road and White Hart Lane Roundabout, including for crossing facilities. Any upgrades will need to demonstrate the are necessary to make the development acceptable and the IDP will need to be reviewed and amended as appropriate.

5. The OPAs will investigate, and through the RMAs deliver, further opportunities to promote active travel through the provision of more-direct routes than shown in the DFD Plan.



PRIMARY ACTIVE TRAVEL ROUTES



The extensive network of primary active travel routes shows how the entire community will be interlinked, making active travel the most attractive and convenient mode of travel. In addition to villages and neighbourhoods, there will be a significant amount of routes through the green infrastructure - destination parks and greenways, allowing people to commute as well as cycle or walk for pleasure. These will be hard surfaced with 3m for cycleways and 2m for pedestrians and lit. Where routes are on street cycle routes will be LTN1/20 compliant.

Key

- Primary active travel Routes - exact alignment and specification of routes will be determined at OPA stage and beyond
- Primary Existing and Programmed, Active Travel Routes including those to be delivered or subject to contributions by the Consortium*

  *Refer to the Evidence base (Movement strategy, Appendix 3)
- Potential improved Routes, specification subject to land availability, technical and ecological constraints, to be assessed at OPA stage
- Aspirational Routes - final alignment and specification subject to land availability and technical constraints, to be considered further at OPA stage
- Proposed educational area
- Proposed Centres and local facilities
- Sports and recreation facilities
- Employment Area
- Primary Mobility Hub
- Secondary Mobility Hub

Notes

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4. The OPAs will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision of an additional connection between the Nabbotts Farm Roundabout, Beaulieu WHL Access and New Hall School Access above the works being implemented along White Hart Lane in accordance with the Beaulieu consent.

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5. The OPAs will investigate, and through the RMAs deliver, further opportunities to promote active travel through the provision of more-direct routes than shown in the DFD Plan.

GUIDING FRAMEWORK PRINCIPLES : MOVEMENT STRATEGY

PRIMARY AND SECONDARY ACTIVE TRAVEL ROUTES

Complementary to the Primary Active Travel Routes, Secondary active travel routes routes will provide additional connectivity throughout the Garden Community. These will be shared surface routes, 3.5m wide and lit where appropriate.

Key

- Primary active travel Routes - exact alignment and specification of routes will be determined at OPA stage and beyond
- Secondary active travel Routes - exact alignment and specification of routes will be determined at OPA stage and beyond
- Primary Existing and Programmed, Active Travel Routes including those to be delivered or subject to contributions by the Consortium*
- Secondary Existing and Programmed, Active Travel Routes and PRoW including those to be delivered or subject to contributions by the Consortium *

*Refer to the Evidence base (Movement strategy, Appendix 3)

- Potential improved Routes, specification subject to land availability, technical and ecological constraints, to be assessed at OPA stage
- Aspirational Routes - final alignment and specification subject to land availability and technical constraints, to be considered further at OPA stage
- Proposed educational area
- Proposed Centres and local facilities
- Sports and recreation facilities
- Employment Area
- Primary Mobility Hub
- Secondary Mobility Hub

Notes

1. The upgrades to the bridleway for part of the Movement Strategy for the Beaulieu Consent. The OPA's will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision of additional upgrades to the Bridleway. Any upgrades will need to demonstrate they are necessary to make the development acceptable and the IDP will need to be reviewed and amended as appropriate.

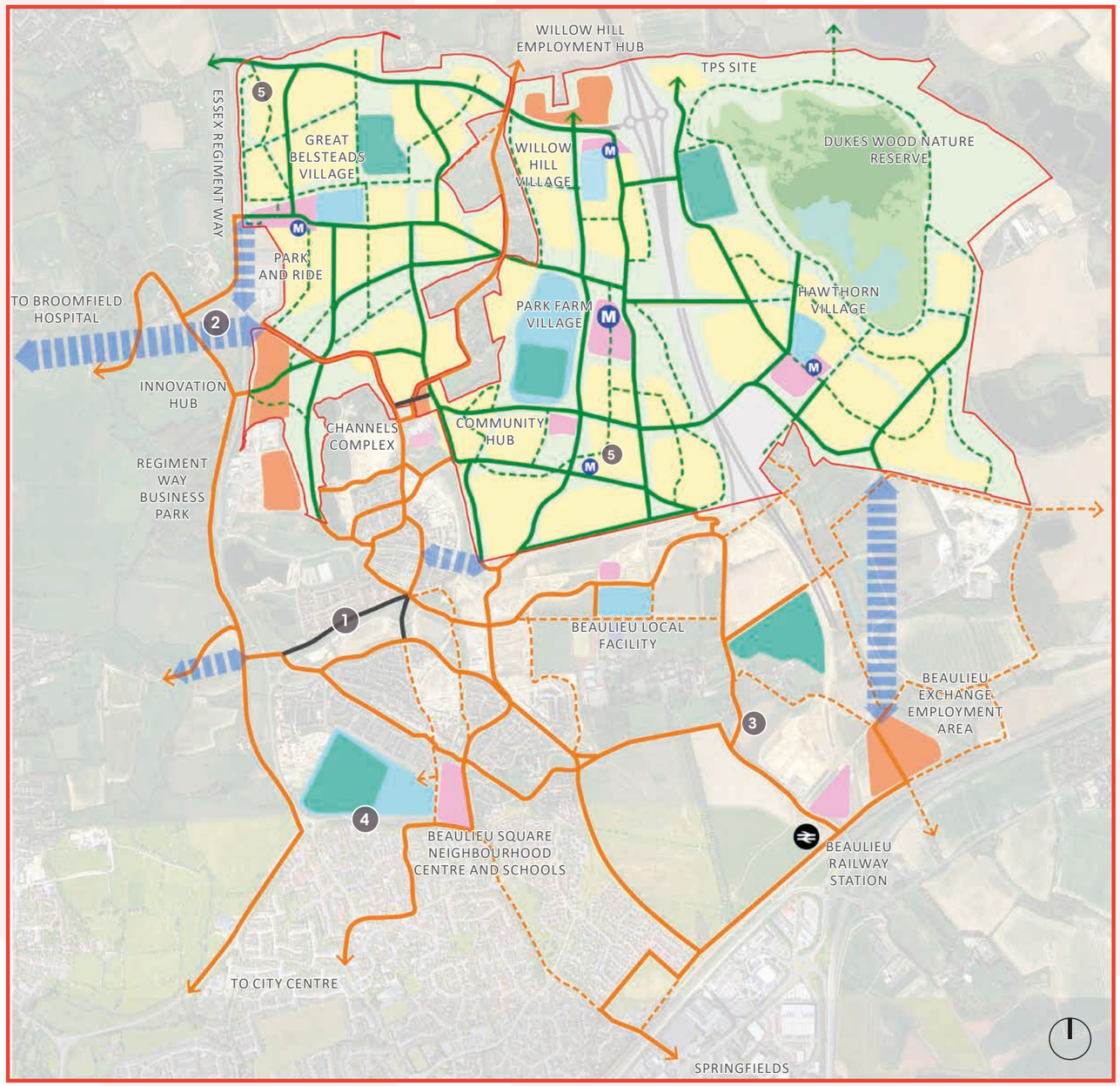
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3. Upgrades to Generals Lane to provide cycle facilities in accordance with the Beaulieu Movement Strategy will be delivered by the existing Beaulieu OPA. The CGC OPA's will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision of additional upgrades to the Bridleway including a potential off Bridleway route adjacent to the New Hall School egress should this not be delivered as part of the Beaulieu development. Any upgrades will need to demonstrate they are necessary to make the development acceptable and the IDP will need to be reviewed and amended as appropriate.

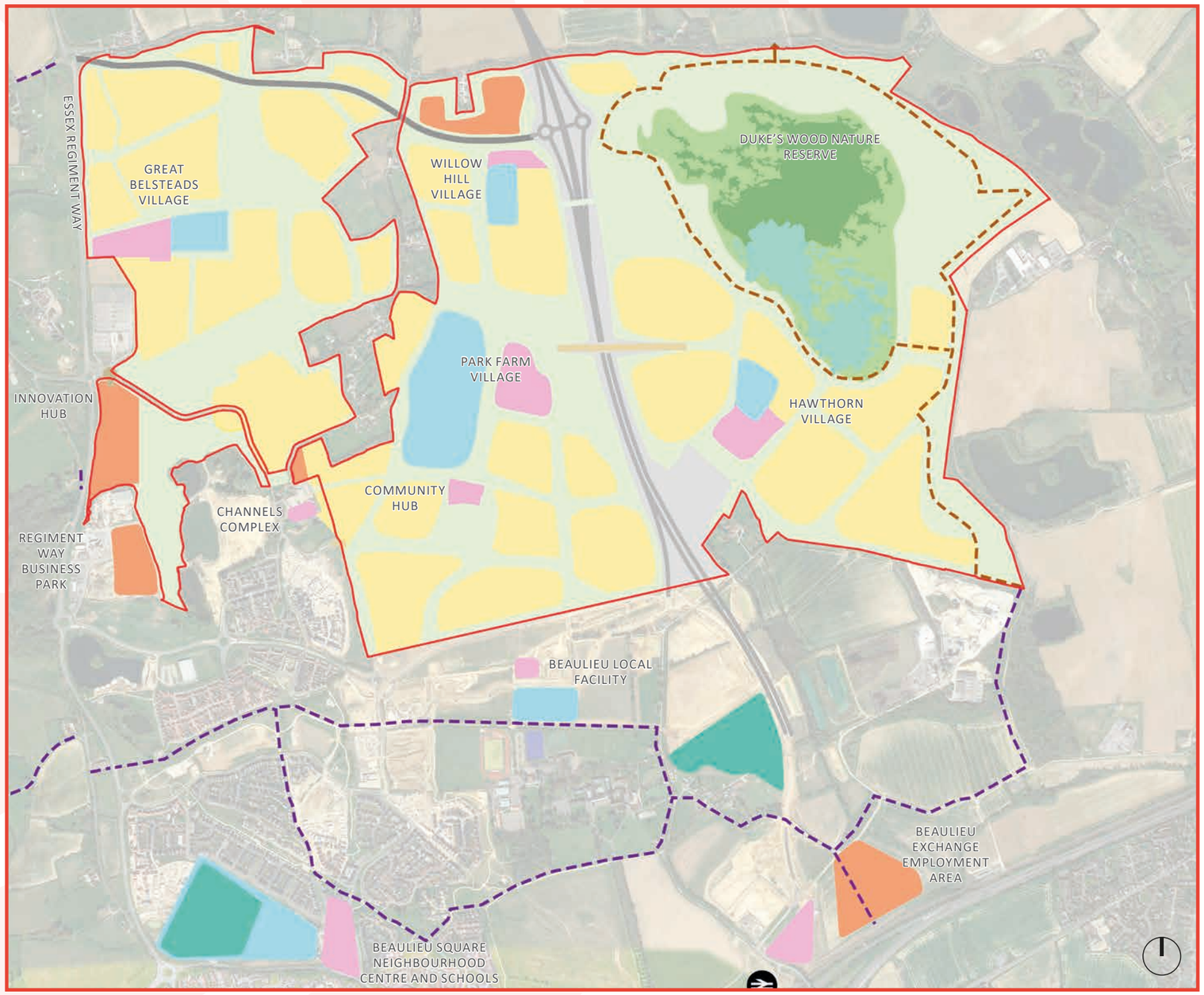
4. The OPAs will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision of an additional connection between the Nabbotts Farm Roundabout, Beaulieu WHL Access and New Hall School Access above the works being implemented along White Hart Lane in accordance with the Beaulieu consent.

   The OPAs will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision upgraded walking and cycling infrastructure between the New Hall School Access and the cycle facilities on the east side of the Colchester Road and White Hart Lane Roundabout, including for crossing facilities. Any upgrades will need to demonstrate the are necessary to make the development acceptable and the IDP will need to be reviewed and amended as appropriate.

5. The OPAs will investigate, and through the RMAs deliver, further opportunities to promote active travel through the provision of more-direct routes than shown in the DFD Plan.



EXISTING BRIDLEWAYS AND PROPOSED MULTI USER ROUTES



Existing bridleways surrounding the site will be connected with the newly proposed multi-user route leading up to and around the Dukes Wood Nature Park within Zone 2.

Key

- Existing Bridleways
- Proposed Multi-user Routes

GUIDING FRAMEWORK PRINCIPLES :
MOVEMENT STRATEGY

BUS PROVISION







“ OBJECTIVE

Provision of integrated, **well connected, high quality, new and expanded bus services,** building upon the successes within Beaulieu and Channels so that bus travel is not only available, but an essential and preferable alternative to the use of the private car whilst complementary toward the need **to switch to active modes of travel such as cycling and walking.** ”

GUIDING PRINCIPLES

1. Each phase of development will target, through good design and masterplanning, that every home is located within 400 metres walk from a bus stop.
2. Ensure a competitive advantage for buses over private cars through the incorporation of a series of Bus Gates (or similar measures to enforce bus only use) along the primary route network that will prioritise buses therefore ensuring that trips by bus are the most efficient way of getting around.
3. Create an affordable approach to bus travel through implementation of a single fare zone within the Garden Community that will include the existing communities of Beaulieu and Channels.
4. Ensure key destinations are well served from bus stops and mobility hubs and deliver fast, efficient, and direct bus services to Chelmsford City Centre and the new Beaulieu Railway Station and wider destinations outside of the Garden Community.
5. Provide incentives for all new residents within dedicated travel packs including free travel for residents on initial occupation of their homes for a period of one year, together with discount schemes after that to establish and embed a culture of travel by bus.

Chelmsford Garden Community

BUS STOP

BUS PROVISION









The implementation of a successful Bus Strategy that discourages use of the private car is a critical component in the success of any new sustainable garden community.

The emerging CGC developments of Beaulieu and Channels have led the way in delivering significant results in terms of modal share and the next stages will build on this model and further enhance it whilst adapting to future trends and technological advances to ensure buses always remain an attractive, affordable, and convenient way to travel both in, around, and out of the community.

Provision of Bus Services
The provision of Bus Services will be dealt with at the OPA in accordance with the principals set out in the Outline Bus Strategy.

Bus Infrastructure
The proposed Bus Network will extend as the masterplan is implemented across each OPA with pump priming, and early provision forming a key requirement to ensure they are an embedded part of the culture of movement from the outset. This will follow the principles established at Beaulieu, where the first bus stops were provided whilst the internal network was still being completed.

As part of the strategy to ensure sustainable travel methods are the 'go to' option over the private car , a series of 'bus only' through roads throughout the development are proposed as set out on the illustrative masterplan. This will be achieved through implementing bus gates with enforceable technology to restrict the use of designated roads to buses and cyclists only and therefore discourage people from using private cars for shorter journeys. Each OPA will need to confirm the location of the proposed Bus Gates within their respective masterplans and parameter plans with the detail to be secured within the subsequent Reserved Matters applications.

Each OPA will be expected to set out the requirements in terms of the provision of bus stops.

BUS STRATEGIES

Bus strategies for each OPA will need to demonstrate how they will contribute towards meeting or exceeding modal share targets by including the following elements in the specification and the Travel Plan requirements:

- Integrated Bus timetables that are coordinated with train departures and arrivals at Chelmsford and Beaulieu stations.
- Provide bus services that are inclusive and make provision for users throughout the day, including those who do not make part of their journey during the core part of the day such as shift workers.
- Provision of travel incentive packages such as free bus travel for one year to ensure bus use from the outset of residents moving into the development.
- Delivery of mobile ticketing facilities to minimise boarding times for buses, whilst providing a paper ticket option for those without access to mobile devices.
- The creation of a Plus Bus Zone with a single fare zone that covers the new Garden Community area as well as incorporating Beaulieu and Channels which will allow a consistent and affordable approach to fares for destinations such as the new Beaulieu Railway Station.

OPAs must demonstrate how new Bus Routes will seamlessly integrate with primary and secondary Mobility Hubs within their areas and where interchange(s) can take place between a variety of modes of travel such as walking or e-scooters.

IDP References: C1, C2, C5

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
The Bus Strategy	✓			✓
Provision of Bus Infrastructure (including Bus Gates) – Bus Only	✓	✓	✓	
Planning Policy	S9, SGS6, DM24, DM27			
Evidence Base	Movement Strategy Summary Report – Appendix A2 – Outline Bus Strategy Final Rev E			

GUIDING FRAMEWORK PRINCIPLES : MOVEMENT STRATEGY

BUS PROVISION

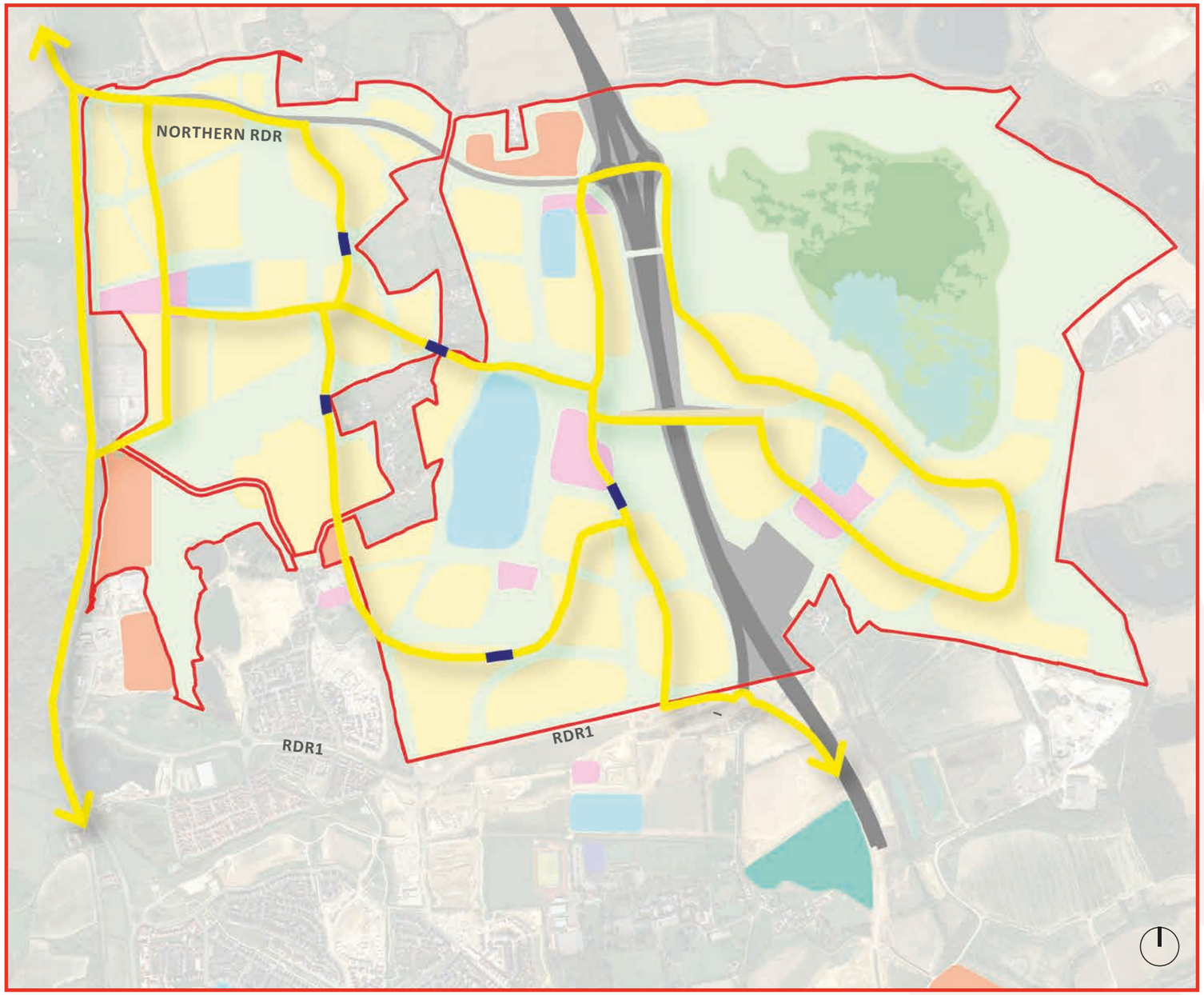




Diagram:

Proposed Bus Routes

Key

- DFD Site Boundary
- Bus Routes
- Bus Gates
- Proposed educational area
- Proposed centres and local facilities
- Employment area

WIDER BUS PROVISION

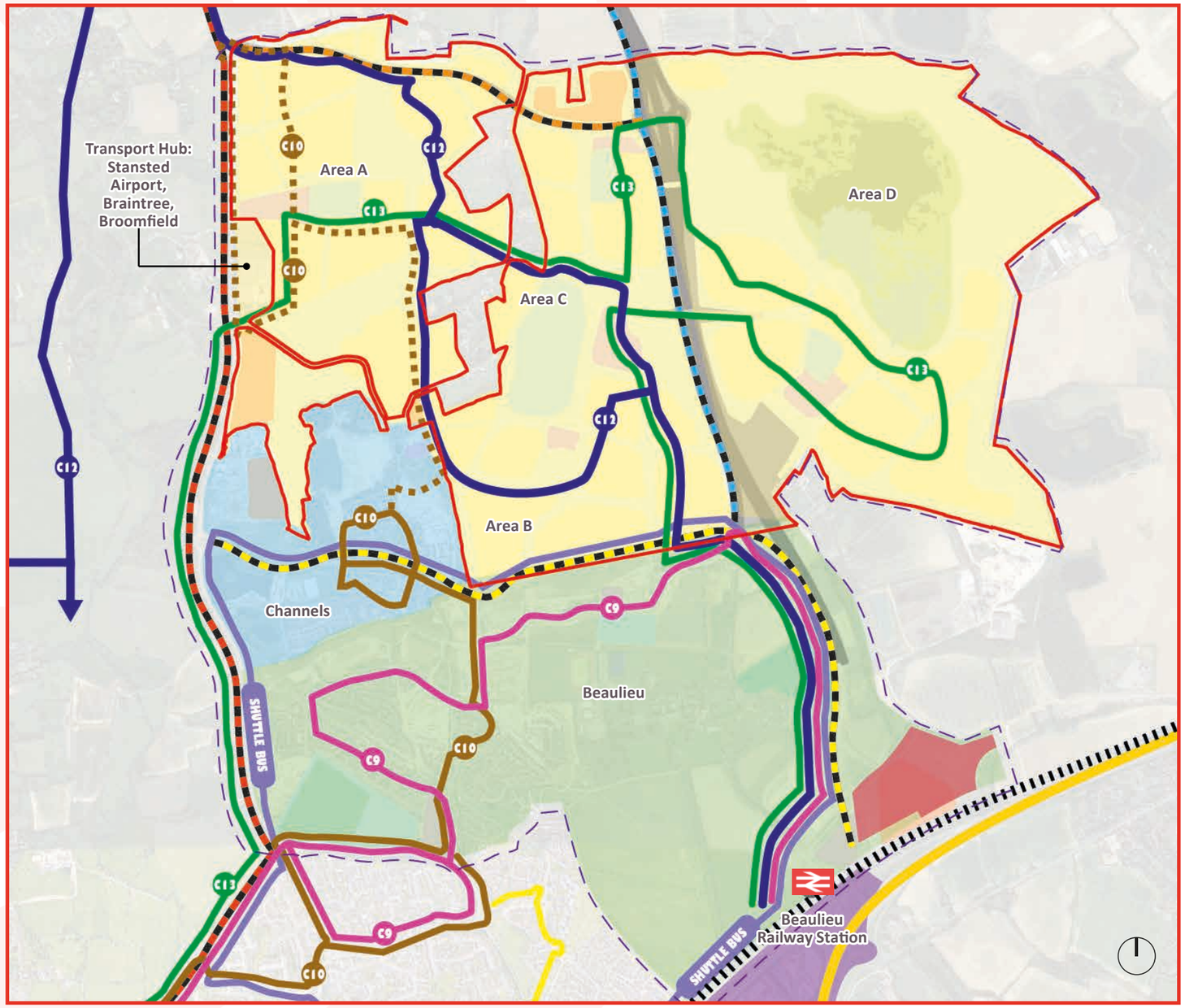




Diagram:

Bus Routes Through Channels, Beaulieu and Beyond

Key

- CGC Site Boundary
- RDR1
- Northern RDR
- North East Bypass
- Essex Regiment Way
- Fare Zone

- Chelmsford Garden Community
- Channels Village
- Beaulieu Village
- Beaulieu Exchange

Existing Bus Service

- Route C8
- Route C9
- Route C10
- Shuttle Service

Proposed Bus Services

- Route C12
- Route C13
- Route C14
- Route C10 Extension

GUIDING FRAMEWORK PRINCIPLES :
MOVEMENT STRATEGY

VEHICULAR ACCESS, MOBILITY HUBS & PARKING

OBJECTIVE

The Parking Strategy has been designed to be consistent with the Modal Share Target and Active Mode Target and the benefits that will ensue in terms of **the creation of a culture within the community to live in a sustainable and healthy manner which minimises CO_2 emissions.** Parking standards will limit on-plot parking whilst allowing additional off-plot parking that can adapt in the future as car ownership reduces and be complemented by a network of Mobility Hubs. The Access Strategy will ensure that **non-car modes form the major part of access into and around the Garden Community.**







GUIDING PRINCIPLES

1. Implement measures to limit private car use whilst promoting active travel, mobility hubs and the use of public transport.
2. Deliver a network of primary and secondary Mobility Hubs within 400m from every home with varying functions, facilities and scale to encourage journeys by sustainable means.
3. Provide access to a Car Club, with the target that one space is available within 400m of every home to encourage a transition to households living without ownership of a private car.
4. Deliver sustainable infrastructure, including provision of electric vehicle charging points for both private and public spaces, together with planning for and building in resilience to changes in technology.
5. Create a culture of living without a private car from the outset by informing each and every new resident of the CGC ethos and measures proposed to discourage car ownership through distribution of comprehensive travel information prior to sale and occupation.
6. Implement marketing plans and undertake comprehensive monitoring of the parking strategy to ensure it is making the necessary contributions to the Modal Share Targets.
7. Underpin the parking strategy, with monitoring and enforcement measures consistent to the requirements of spaces which are adopted or that are privately managed areas.

VEHICULAR ACCESS & MOBILITY HUBS

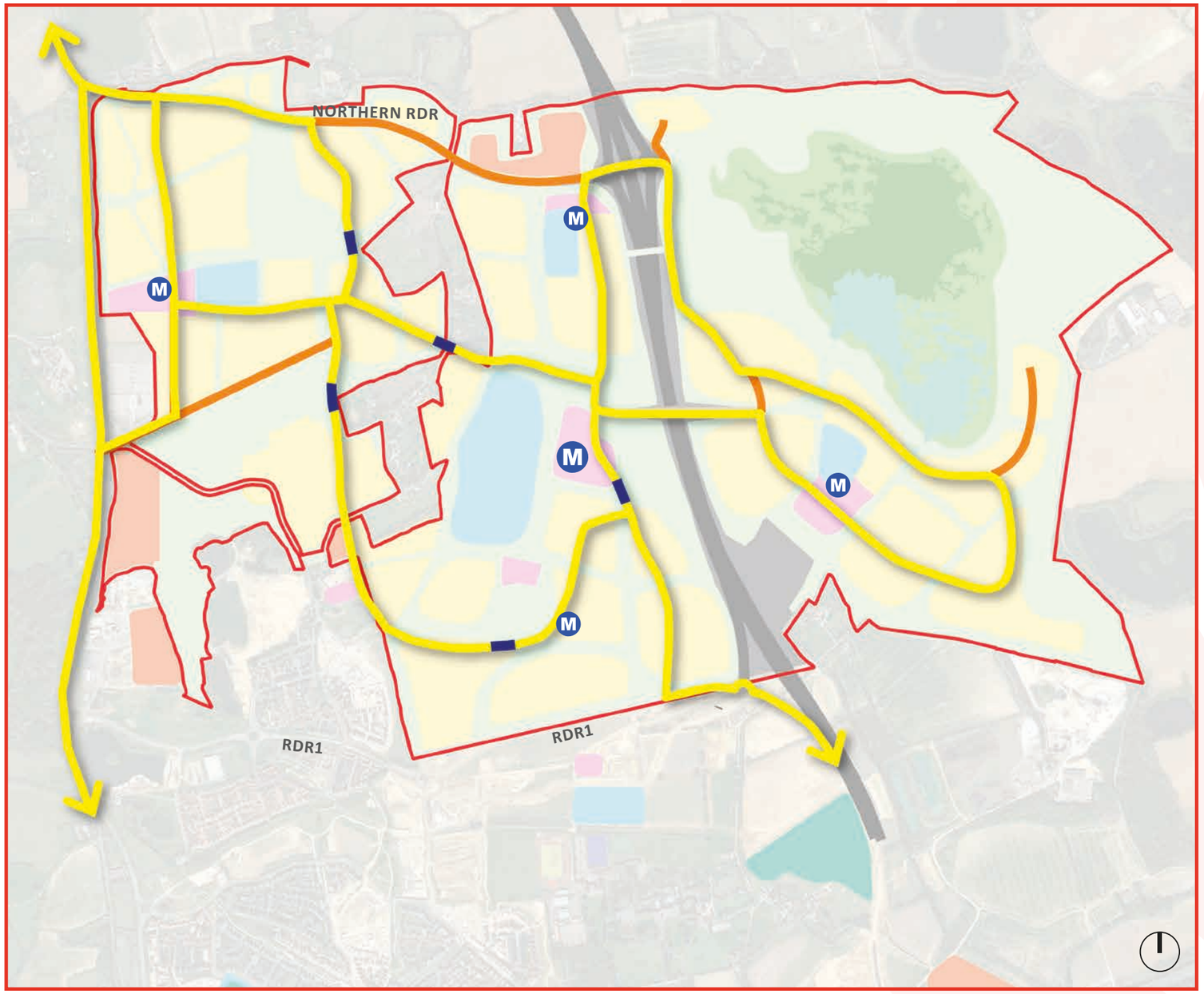


Diagram:

Primary Street Network - completed masterplan

Key

- CGC Site Boundary
- Primary Road without Bus Routes
- Primary Road with Bus Routes
- Bus Gates
- Primary Mobility Hubs
- Secondary Mobility Hubs
- Proposed educational area
- Proposed centres and local facilities
- Employment area

MOBILITY HUBS

The Garden Community must be responsive and adaptable whilst leading the way in steadily transitioning to a model where car ownership substantially reduces and travel by non-car modes becomes preferable due to its better efficiency and convenience.

Development in the early stages must be cognisant of the fact that the preference for ownership of one or more private vehicles is not going to change overnight.

PRE-OCCUPATION INFORMATION

OPAs will include a requirement in Pre-Sales information and reinforced in the moving in Travel Packs to sent out to new residents of all tenures to ensure that there is an appreciation from occupiers at the outset that they are committing themselves to a lifestyle in low traffic neighbourhoods with reduced parking provision and an expectancy that trips will be made by non-car modes.

IDP Reference: C5

THE EARLY IMPLEMENTATION OF THE NON-CAR AND ALTERNATIVE METHODS

OPAs will be expected to provide for non-car modes of travel as early as possible in the development. The provision and set up of Car Clubs should be delivered as early as possible and preferably before occupation and be in line with growth in the number of cars in service expanding throughout the lifetime of CGC.

IDP Reference: C7

THE PROVISION OF MOBILITY HUBS

Each OPA will set out the location of primary and secondary mobility hubs which will be located throughout the development within 800m of every home. Each Mobility Hub will allow for interchange between active modes and bus services, through measures such as provision of cycle storage and will include various facilities consistent with living a life without the use of a private car. Detailed specification for the Mobility Hubs is contained in the Evidence Base **Appendix A4.**

IDP References: C8 and C9

In addition to Mobility Hubs, further spread out across the development will be a range of sustainable transport promoting measures. This would include, but not be limited to, bus stops and car club spaces.

Final specifications and locations of Mobility Hubs and additional transport infrastructure will be secured via OPAs and RMAs.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
The Parking Strategy	✓		✓	✓
The Access Strategy	✓		✓	✓
Provision of Mobility Hubs	✓	✓	✓	
Provision of EV Charging	✓	✓	✓	
Travel Plan and Parking Monitoring	✓			✓
Travel Packs and Parking Ethos	✓			✓
Car Club Spaces		✓	✓	
Planning Policy	S9, SGS6, DM24, DM27			
Evidence Base	Movement Strategy Summary Report – Appendix A4 – Parking Proposal Final Rev E Movement Strategy Summary Report – Appendix A6 – Access Strategy Rev C			

THE PROVISION OF EV CHARGING AND ACCOMMODATION OF FUTURE CHANGES

OPAs will be expected to make provision for EV charging commensurate with delivery of one space per dwelling for all on-plot parking in the early phases of development and in communal parking clusters.

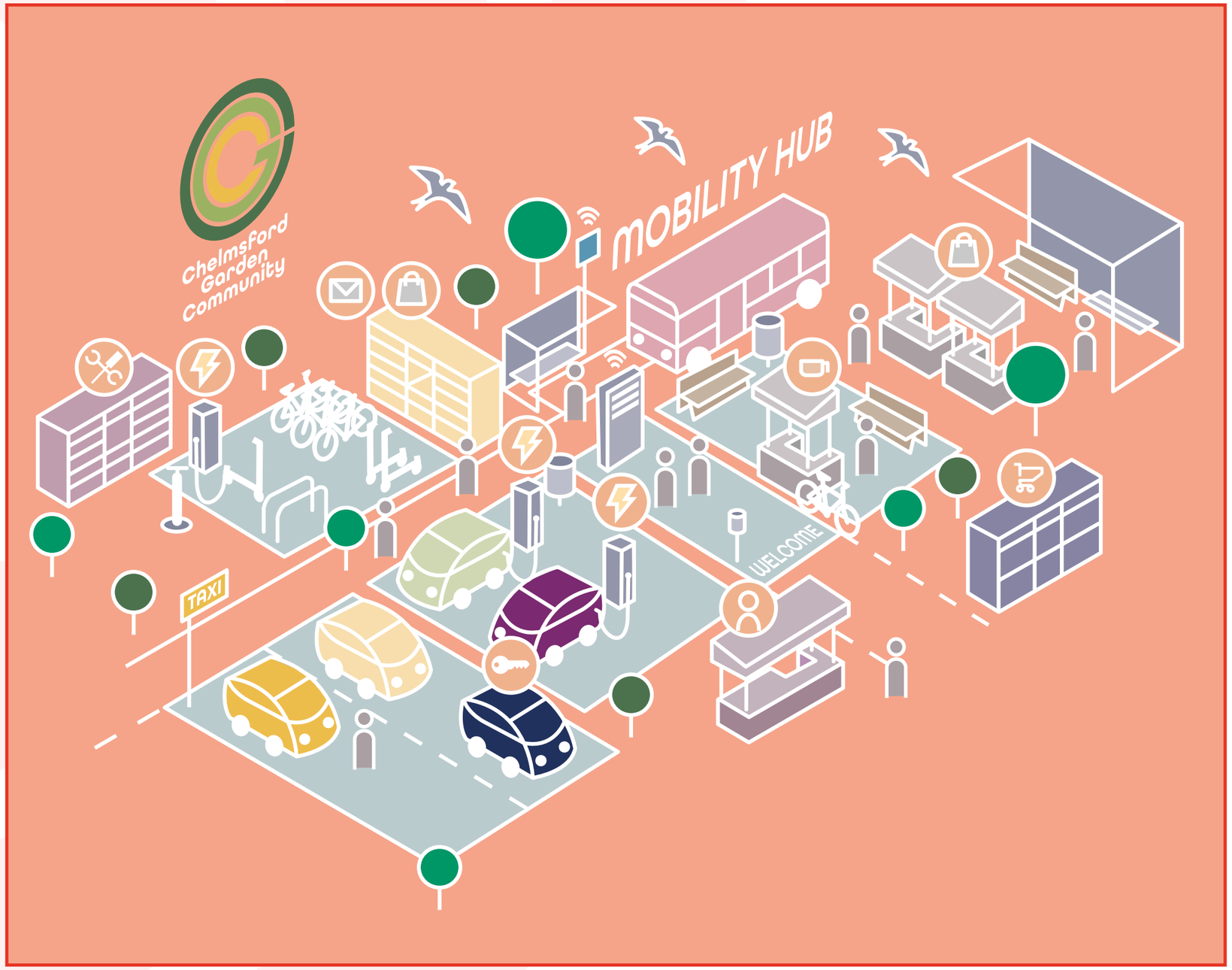
ONGOING MONITORING

Controls to restrict on-street parking outside of designated areas will form a requirement of the detailed street design and will be enforced through appropriate Traffic Regulation Orders.

Ongoing monitoring of car parking need will take place through the Travel Plan Monitoring such as occupancy surveys and traffic counts together with attitudinal surveys.

IDP References: C6 and C10

MOBILITY HUBS



The difference between Primary and Secondary Mobility Hubs is generally about the quantity of the facilities provided. The Primary Mobility Hub will have more cycle stands, more bikes available to hire, more car club spaces etc. The Primary Mobility Hub might also incorporate food and beverage facilities.

In addition to the Mobility Hubs, the network of bus stops around CGC will also be grouped with cycle parking, car club spaces and other mobility services and equipment.

Diagram:

Typical Mobility Hub

1. E-Scooter hiring / parking / charging
2. Cycle parking stands / lockers
3. Cycle repair shop
4. Bus stop
5. Car club parking
6. Interactive journey planning / way finding
7. Vehicle hire collection / return
8. Taxi parking
9. EV car charging
10. Secure community concierge lockers
11. Shelter
12. Signage / branding
13. Wifi / phone charging
14. Security

GUIDING FRAMEWORK PRINCIPLES : MOVEMENT STRATEGY

BASELINE PARKING STANDARDS

The Parking standards within this chapter are proposed in the context of a development where Non-Car and Active Travel connections will be of a high quality from the outset. In order to further enhance a modal shift to non-car means, a phased reduction in parking provision is proposed as demand for private parking reduces and the network of mobility enhancing features expands (i.e. mobility hubs, car club spaces, and Beaulieu Station).

The adjacent parking standards are intended as a baseline for consideration against which future planning applications will be assessed, cognisant of the desire that both housebuilders and future residents will become increasingly confident over the lifetime of the development with low or zero parking.

The approach to delivery and the legal mechanisms to secure this transitional phasing will be secured in Site Specific S106 agreements. The parking standards will be tested throughout the OPA stages based on deliverability, viability, and adopted Planning Policy, with the OPA Baseline Parking Standards being approved via the OPA determination. The PFA will ensure parking standards are consistent across the Garden Community. Amendments to the OPA Baseline Parking Standards will only be considered at RMA stages when justified circumstances are demonstrated with evidence or there are sound urban design reasons or both.

To ensure the appropriate parking provisions are provided, each RMA will include a Parking Strategy that would review the OPA Baseline Parking Standards against the following criteria:

1. Annual monitoring review of the Garden Community car parking and car usage.
2. Review of EV Charging technology/standards and how this would operate against with off-plot parking.
3. The detail of the parking strategy will be addressed within each zone's Detailed Design Codes stages.
4. Review of the detailed layout and how the parking standards could be applied responding to the individual characteristics/constraints/ character/density/mix of each phase.

Where possible, and subject to assessment of feasibility during OPA and RMA stages, off-plot parking clusters could have the ability to be repurposed for alternative uses as car ownership reduces. For example, they could become residential development or green space provision. To enable this, cluster parking spaces could be leased on a short-term basis, to provide the genuine opportunity for these to be relinquished and repurposed. Parking clusters could also be placed within the control of the stewardship body to offer a continued source of income contingent upon detailed consideration in relation to viability and feasibility.

Baseline Parking 0-5 years

Dwelling Type	Vehicle Parking	Cycle Parking
1 bedroom	Maximum of 1 space off plot in a parking cluster.	1 space per person*
2 bedrooms	Maximum of 1 space off plot in a parking cluster.	1 space per person*
3 bedrooms	Maximum of 1 space on plot, the remainder off plot in a parking cluster with a cap of 2 parking spaces.	1 space per person*
4 + bedrooms	Maximum of 1 space on plot and up to 2 spaces off plot in a parking cluster or no provision on plot and up to a maximum of 3 parking spaces off plot in a parking cluster	1 space per person*
Visitor	Maximum 0.25 per dwelling in parking cluster or on street	Within Mobility Hubs and Sheffield Stands (0.1 per dwelling)

Baseline Parking 6-10 years

Dwelling Type	Vehicle Parking	Cycle Parking
1 bedroom	Maximum of 1 space off plot in a parking cluster	1 space per person*
2 bedrooms	Maximum of 1 space off plot in a parking cluster	1 space per person*
3 bedrooms	Maximum of 2 spaces off plot in a parking cluster	1 space per person*
4 + bedrooms	Maximum of 1 space on plot and up to 1 space off plot in a parking cluster or 2 parking spaces off plot in a parking cluster	1 space per person*
Visitor	Maximum 0.25 per dwelling in parking cluster or on street	Within Mobility Hubs and Sheffield Stands (0.1 per dwelling)

Baseline Parking 10 years plus and within 400m of Mobility Hub

Dwelling Type	Vehicle Parking	Cycle Parking
1 bedroom	Car Free	1 space per person*
2 bedrooms	Car Free	1 space per person*
3 bedrooms	Maximum of 1 space off plot in a parking cluster	1 space per person*
4 + bedrooms	Maximum of 2 spaces off plot in a parking cluster	1 space per person*
Visitor	Maximum 0.25 per dwelling in parking cluster or on street	Within Mobility Hubs and Sheffield Stands (0.1 per dwelling)

* Precise details of cycle parking location and specifications to be addressed in each zone's Detailed Design Code. The principal objective will be to ensure access to cycle parking is made more convenient than access to parked cars.

Other Parking Aspects

Other	Baseline
Car Club	Maximum Walk Distance 400metres
Local Cycle Store	Maximum Walk Distance 200metres
EV on Plot	1 per dwelling (where practical)
EV Parking Clusters	Initial 30% (passive provision for 70%)
EV Rapid Charge	5% in Parking Clusters
Mobility Parking	In accordance with current Council standards

Baseline Parking 10 years plus and beyond 400m of a Mobility Hub

1 bedroom	Maximum of 0.5 spaces off plot in a parking cluster	1 space per person*
2 bedrooms	Maximum of 0.5 spaces off plot in a parking cluster	1 space per person*
3 bedrooms	Maximum of 1 space off plot in a parking cluster	1 space per person*
4 + bedrooms	Maximum of 2 spaces off plot in a parking cluster	1 space per person*
Visitor	Maximum of 2 spaces off plot in a parking cluster	Within Mobility Hubs and Sheffield Stands (0.1 per dwelling)

GUIDING FRAMEWORK PRINCIPLES :

GREEN AND BLUE INFRASTRUCTURE

LANDSCAPE STRATEGY

“ OBJECTIVE

Deliver a comprehensive Green and Blue Infrastructure (GBI) network that will **connect landscapes, nature, Green Infrastructure assets, heritage features and communities** through the delivery of exemplar multifunctional green spaces and corridors, **creating a place where people live in harmony with nature.** ”



GUIDING PRINCIPLES

1. Prioritise nature recovery and connect people with nature through delivery of a comprehensive, and well designed, multifunctional green and blue network for the safe movement of wildlife and people.
2. Create a linked network of unique, inclusive and diverse parkland destinations, each responding to the local landscape context and integrating existing heritage and landscape features.
3. Provide a network of discovery trails that celebrate and connect important heritage assets, providing the opportunity for interpretation and wayfinding within the GBI network.
4. Respond sensitively to existing heritage assets including their setting, along with exploring opportunities to enhance these settings as part of the landscape design process.
5. Prioritise active travel by delivering attractive, inviting and safe multifunctional Greenways that are available on people’s doorsteps and serve as landscaped leisure routes, connecting key destinations and nature corridors that promote and enhance local biodiversity and optimise the benefits for wellbeing.



GUIDING FRAMEWORK PRINCIPLES : GREEN AND BLUE INFRASTRUCTURE
LANDSCAPE STRATEGY

3.3

Green Infrastructure (GI) is the term used to describe the network of natural and semi-natural spaces and corridors in a given area. These include open spaces such as parks and gardens, allotments, orchards, woodlands, fields, hedges, lakes, playing fields, footpaths, cycle routes, water courses and private gardens as per Town and Country Planning Association guidance.*

GREENWAYS

Greenways are multifunctional green corridors that connect key destinations within Chelmsford Garden Community and beyond, whilst providing green amenity for the residential development. The Greenways are an important part of the pedestrian and cycle movement strategy as well as the biodiversity and habitat proposals.

Approximately 20 kilometres of new multifunctional greenways are proposed that will protect, restore, enhance and create nature-rich habitats through a connected habitat mosaic that embraces CGC's landscape, ecological and historical assets and connects existing fragmented and isolated habitats, encouraging species movement and population growth. The greenways form part of the proposed natural greenspace as illustrated on the Green Infrastructure Framework Parameter Plan in **Section 7.**

They will link into the wider GI network by providing connections south into the existing open spaces at Channels and Beaulieu, north and east into the wider Public Right of Way Network and where possible west across Essex Regiment Way to the Chelmer Valley. The Greenways will accommodate the principal active travel routes connecting all the proposed villages and the key destinations throughout the Garden Community.

Widths, function and character of Greenways will vary depending on location, and where possible will accommodate the following uses: a shared cycle and pedestrian surfaced route (including horse riders where appropriate); integrated nature focused SuDS; native hedgerows, tree and shrub planting; incidental 'play on the way' features / trails; informal sport (outdoor gym/fitness trails); and areas for seating to stop and rest.

Each OPA will be required to set out within their Green Infrastructure Strategy, masterplans, parameter and phasing plans where Greenways will be delivered including their widths. Each RM phase will set out the detailed layouts of these areas and the approach to maintenance through submission of detailed Landscape General Arrangement Plans, Landscape Management and Monitoring Reports and detailed planting plans.

IDP Reference: F11

DESTINATION PARKS

Three substantial new Destination Parks will be provided in locations evenly distributed across the development as illustrated on the Green Infrastructure Framework Parameter Plan in **Section 7;**

- **Channels Discovery Park –** To be delivered by OPAs 1 & 3
- **Park Farm Meadows –** To be delivered by OPA 2
- **Dukes Wood Nature Park –** to be delivered by OPA 2

The parks will include a mosaic of habitats, managed to conserve nature and provide opportunities for people to experience, interact with and appreciate nature and heritage alongside a wide range of recreational and educational opportunities. The parks will provide space to relax, exercise and socialise, with the opportunity to experience nature through a range of habitat typologies and biodiversity enhancements. These parks will serve both the existing and new parts of the Garden Community to provide a variety of unique, publicly accessible, high quality, green and natural open spaces with a target that they be within 800m walking distance of all homes.

At a local scale, the destination parks will be supplemented by a series of Village Greens serving the different neighbourhoods, located close to the village hubs. Further details on key Character Areas can be reviewed within Section 8 of this document.

Each OPA will be required to set out within their masterplans, parameter and phasing plans where the destination parks are proposed. Each RM phase will then set out the detailed layouts of these areas and the approach to maintenance through submission of detailed Landscape General Arrangement Plans (which may include a design brief), Landscape Management and Monitoring Reports and detailed planting plans.

IDP Reference: F8, F9a, F9b, F10a, F10b

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Green Infrastructure Strategy	✓			
Green Infrastructure Parameter Plan	✓		✓	
Landscape Management & Maintenance Report		✓	✓	
Landscape General Arrangement Plan		✓	✓	
Detail Planting Plan		✓	✓	
Planning Policy	S9, S11, SGS6, DM14, DM16, DM17, DM18, DM23, DM24			
Evidence Base	Landscape & Visual Technical Note, Cultural Heritage Desk Based Assessment, Chelmsford Garden Community Nature Recovery Network			

* Garden City Standards for the 21st Century: Practical Guides for Creating Successful New Communities - Guide 7 Planning for Green and Prosperous Places. TCPA (2017, revised 2018)

GUIDING FRAMEWORK PRINCIPLES :
GREEN AND BLUE INFRASTRUCTURE

HERITAGE

OBJECTIVE

Celebrate the rich heritage of the site and its surroundings by seeking to **recreate and reconnect its historical significance,** whilst delivering high quality development that is sensitive to and **enhances the historic environment,** which in turn will contribute towards and create a sense of **shared community and a place derived from the area's history.**









GUIDING PRINCIPLES

1. Understand the rich and diverse historic environment of the site and its surrounds through detailed assessments of the heritage assets, both built and buried and seek to embed, preserve and enhance the historic environment into all aspects of masterplanning and design wherever possible.

2. Through positive masterplanning seek to respect and protect the setting of heritage assets to ensure their significance is preserved and wherever possible enhanced. Where harm is unavoidable it will be minimised and mitigated.

3. Retain or reinterpret the historic layout of hedgerows, lanes and historic landscape features where possible in order to respect the historical context and evolution of the site.

4. Create a sense of place that is shaped by local heritage so that there is a tangible and noteworthy connection between the past and the future through a network of proposed Discovery Trails that also act as a recreational and educational resource by connecting existing and former heritage assets at destinations around and along the proposed Discovery Trails.

HERITAGE







The Site's historic landscape is characterised by its rural and agricultural nature which is largely formed of dispersed post-medieval farmsteads, enclosed agricultural land, the remnants of the former New Hall Estate, and the 20th century Boreham Airfield.

Surviving features, such as historic farmsteads, lanes and trackways, hedgerows and military structures have a high sensitivity to change but also provide opportunities for enhancement through incorporation into the masterplan. In addition, the area is known to be rich in buried archaeological remains dating from the prehistoric to the modern period that offer both challenges and opportunities to further increase our understanding of past societies while emphasising the area's shared past through community engagement.

The cultural heritage baseline is set out in a Desk-based Assessment within the DFD Evidence Base. Future OPAs will build on this and undertake detailed Settings Assessments of Heritage Assets to inform how the Garden Community can integrate, enhance, and promote the historic environment and create a sense of shared community and place derived from the area's rich history.

SITE CONSTRAINTS

In some instances, opportunities for preservation and/or enhancement of heritage assets within the Garden Community may be restricted by the constraints imposed by consented and forthcoming developments such as the Northern RDR, CNEB, and mineral extraction at Bull's Lodge Quarry and Boreham Airfield. Where this is the case, through good masterplanning, informed by settings assessments, the OPAs will seek to minimise harm to heritage assets where it is unavoidable.

HISTORIC PLACE-MAKING

The masterplan for each OPA will build on the guiding framework principles to ensure the area's heritage is embedded within the Garden Community to establish authentic neighbourhoods that acknowledge and commemorate the historic environment. Efforts will be made to retain the link to the New Hall Estate, Boreham Airfield and the wider post-medieval agricultural landscape and scattered farmsteads where practical and feasible. The heritage assets of the former Boreham Airfield - the T2 Hangar and the Romney hut are, if practical and feasible, to be retained and repurposed.

BUILT HERITAGE

Development on the site should take account of the desirability to sustain and enhance the significance of its heritage assets and their settings to provide an attractive and distinctive Garden Community.

At the OPA stage Detailed Settings Assessments will be undertaken of key heritage assets, both designated and non-designated, within and surrounding the site where development may have the potential to cause harm.

The intention will be to either preserve or enhance the setting of the above heritage assets wherever possible. Where this is not possible, Outline Planning Applications and Reserved Matters Applications will be expected, if practical and feasible, to propose appropriate ways of minimising harm through mitigation measures.

Where residential and non-residential development parcels are proposed in proximity to, or within the setting of heritage assets, the highest design quality will be expected. The requirements and parameters to achieve this will be set out within the relevant Detailed Design codes with which Reserved Matters Applications will have to comply.

The key heritage assets include:

- Grade II listed farmsteads, including Peverel's Farmhouse, Channels Farmhouse, Belstead; Farmhouse, Shuttleworth, Hobbits, Shoulderstick Haul, Powers Farmhouse, Pratts Farmhouse and Mount Maskell;
- Non-designated farm buildings such as Wheeler's Farm and Park Farm; and
- Non-designated extant structures of the former Boreham Airfield, including a Romney Hut, and war memorial.
- Historic alignments of the Ride and Park Pales relating to the former Palace of Beaulieu.
- New Hall and its Grade II Registered Park & Garden, Little
- Waltham Conservation Area and the T2 Hangar.

The list is not exhaustive and the full range of heritage assets to be assessed and factored into masterplanning and design will be agreed as part of EIA scoping for future OPAs.

HERITAGE





DISCOVERY TRAILS

A series of Discovery Trails are proposed across the Garden Community within the Greenways and Destination Parks, where applicable. These will form part of a waymarked trail that passes through, or close to sites of historic and environmental interest, with either interpretation boards, public art and/or landscape features along the way that tell a story and celebrate, reference and interpret the area's rich history in each location. The indicative location of the Discovery Trail is illustrated on the GI FPP.

The Discovery Trails will also connect key heritage assets within the Community to the wider Chelmsford area.

One of the Discovery Trails will reinstate and interpret the postulated line of the earlier Park Pales and Ride from New Hall by using landscape features such earthworks, tree planting and where appropriate public art.

Each OPA will be required to set out within their Green Infrastructure Strategy, masterplans, parameter and phasing plans where the Discovery Trail will be located within the Greenways and Destination Parks. Each RM phase will set out the detailed approach to the Discovery Trail through submission of detailed Landscape General Arrangement Plans.

IDP Reference: D11

ARCHAEOLOGY

Intrusive and non-intrusive surveys will be undertaken as part of EIAs for each OPA to ensure a robust understanding of the baseline of the site and to inform masterplanning.

Where significant archaeological remains are encountered, preservation *in situ* will be considered or design will ensure avoidance of harm. Where this is not possible a coordinated framework across the Garden Community will be established to ensure a comprehensive record is produced on a phase-by-phase basis through a programme of archaeological investigations.

A consistent and comprehensive mitigation strategy will be agreed with the relevant stakeholders and set out in an Overarching Written Scheme of Investigation (OWSI) for the OPA submissions and in a site-specific Written Scheme of Investigation (WSI) for each RMA.

HISTORIC LANDSCAPE

Features of the historic landscape will be retained and enhanced where it is feasible to do so. These, include, but are not limited to, features of the New Hall Estate, Boreham Airfield and the rural and agricultural use of the area.

Historic hedgerows will be preserved and reinstated where possible, as set out in the DBA. Features of interest which will be considered for preservation or reinstatement where possible following mineral extraction on Park Farm and Boreham Airfield quarries include:

- Hedgerows and field boundaries associated with New Hall's former deer parks;
- Hedgerows and field boundaries of the post-medieval rural and agricultural landscape;
- Historic lanes and trackways connecting the New Hall estate and its lodges (Duke's Lodge Lane) as well as those linking post-medieval farmsteads (Park Farm Lane, Dukes Lodge Lane); and
- Features associated with the former Boreham Airfield.

OPA Stage 2 Masterplans will build upon the information made available and where possible look to preserve and reinstate historic features. If further information is identified prior to RMAs this can be incorporated as part of the specific phase's detailed design.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Desk-based Assessment and Detailed Settings Assessment	✓	✓		
Intrusive and Non-intrusive Archaeological Surveys	✓	✓	✓	
Overarching Written Scheme of Investigation (OWSI)	✓		✓	
Site-specific Written Scheme of Investigation (WSI)		✓	✓	
Planning Policy	S3, SGS6, DM13, DM14, DM15			
Evidence Base	Cultural Heritage Desk-based Assessment			

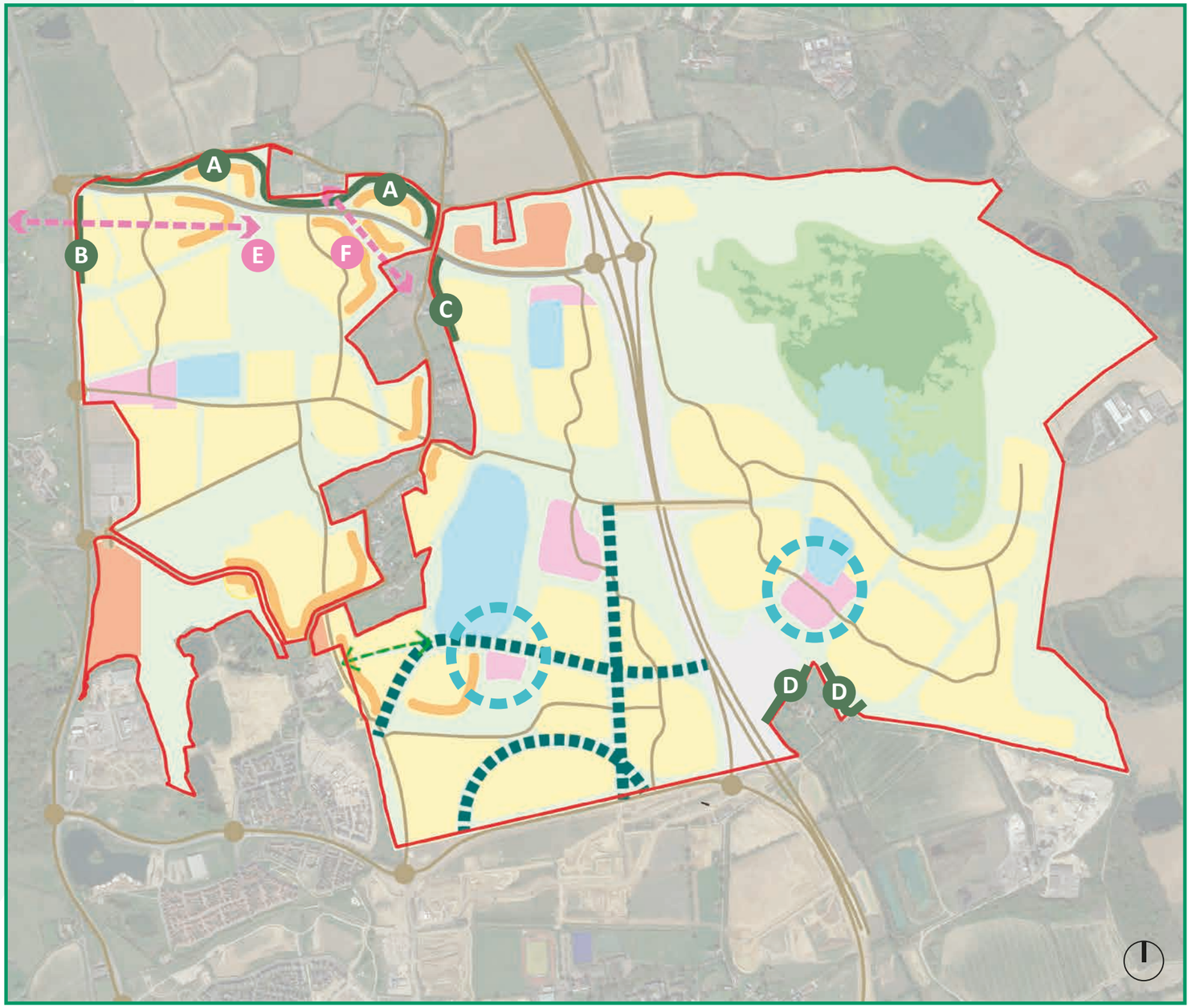
HERITAGE INTERVENTIONS

Plan:

Heritage Interventions

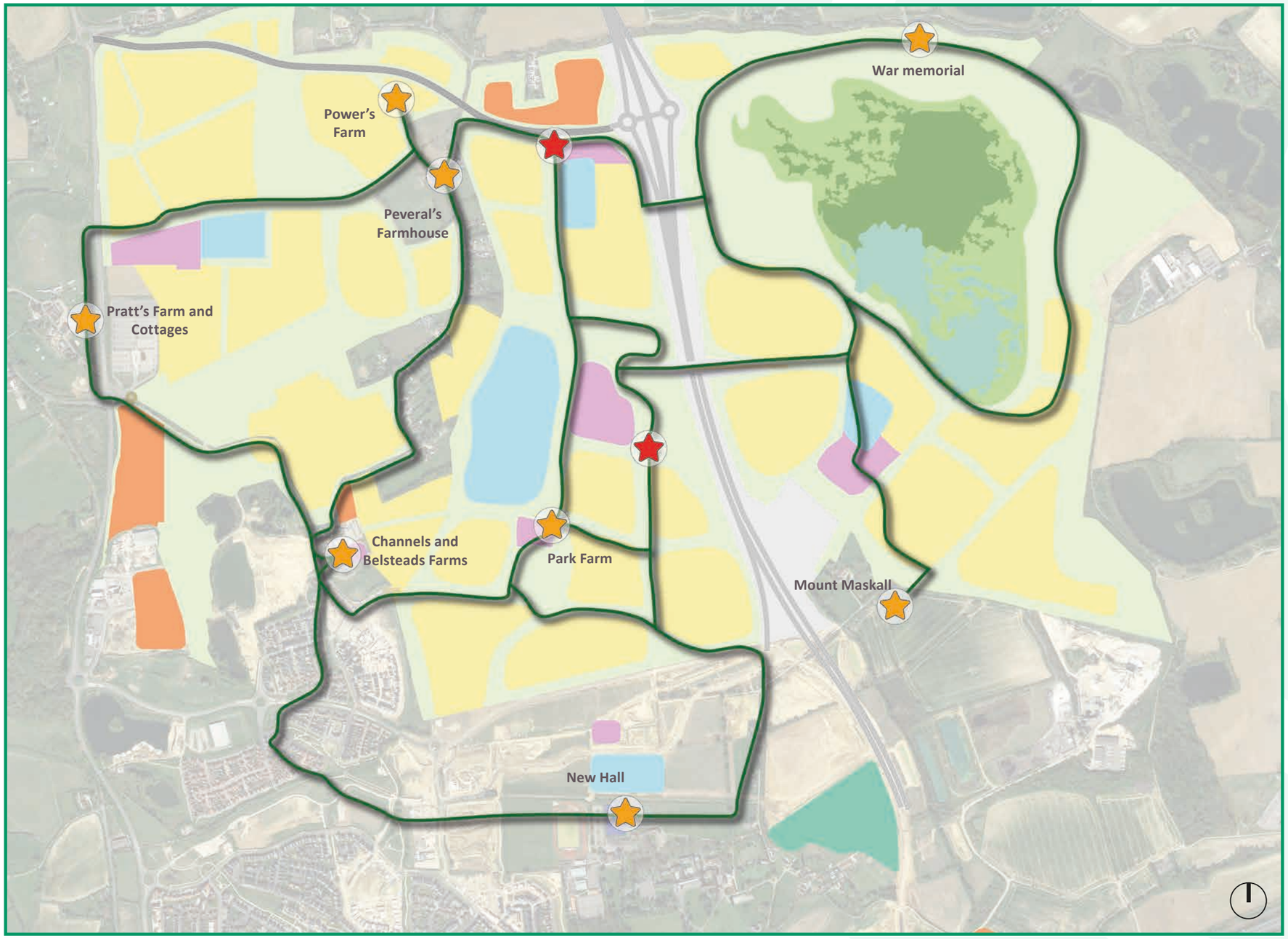
Key:

- **A** **Buffer planting** - tree and shrub planting with a depth of 40-50m. Planting screens views of CGC from heritage assets on Wheelers Hill
- **B** **Buffer planting** - tree and shrub planting with a depth of 15-20m. Planting screens views of CGC from Little Waltham
- **C** **Buffer planting** - tree and shrub planting with a depth of 15-20m. Planting screens views of CGC from Peverels Farm
- **D** **Buffer planting** - existing tree and shrub planting enhanced with a minimum depth of 20m. Planting screens views of CGC from Mount Maskall
- **E** **Views** - Discovery Park positioned on the highest land in the western area of CGC to reduce the visual impact of development visible from Little Waltham and views of the village from the Discovery Park
- **F** **Views** - a view corridor has been positioned to retain the historical visual link between Powers and Peverels Farm
- **Sensitive edge** - development to be lower in scale, 2.5 storeys maximum with appearance, materials and details to be sensitively designed to reflect historically significant settings. Development will allow for future connections across Domsey Lane and incorporate greening where possible.
- **Landscape Corridor** - strategic Greenways on historically significant routes or view corridors
- **Park Farm and Boreham Airfield** - Historical assets such as the Park Farm, T2 Hangar and Romney Hut to be retained and reconditioned if possible.
- **Park Pales and The Ride** - previously lost historical features commemorated in new landscaped park areas.



GUIDING FRAMEWORK PRINCIPLES : GREEN AND BLUE INFRASTRUCTURE

DISCOVERY TRAILS



Discovery Trails - a network of discovery trails criss-cross the landscaped greenways. The trails will feature information boards and public art dedicated to remembering the areas past. For further information refer to the Green Infrastructure plan on pages 124-125 and the character areas section.

Key

- Heritage Route
- Existing Landmark and/or Heritage Asset
- New Landmark

Note: *Plan demonstrates an indicative route with the final route and signage to be confirmed via OPAs and Site Wide Principles Document.*

GUIDING FRAMEWORK PRINCIPLES :
GREEN AND BLUE INFRASTRUCTURE

BIODIVERSITY NET GAIN

“ OBJECTIVE

Meet ambitious Biodiversity Net Gain (BNG) targets by creating strategic nature recovery that reconnects nature within, **to and from the Garden Community.** This will include structural woodland planting and diversification of habitat types to **create a vastly richer mosaic of biodiversity friendly areas than currently exist.** ”



GUIDING PRINCIPLES

1. To seek to achieve an aspirational target of 20% for BNG, attained within the Garden Community itself or off-site, via the application of the BNG good practice principles*. This is to be applied to the entirety of the Garden Community in its end-state rather than for each and every phase of development.
2. To achieve a level of at least 10% BNG for each of the areas covered by the three OPA’s that are proposed, whether this be achieved through delivery at the Garden Community or off-site.
3. To prioritise delivery of BNG at the Garden Community itself, seeking off-site BNG only if 10% net gain for the areas of each of the OPAs cannot be attained.
4. Maximise the opportunities to deliver the BNG targets on-site through the creation of a site-specific nature recovery which will provide landscape scale connectivity for people but most particularly, biodiversity.
5. Provide mitigation for protected species that is linked to BNG provision where possible.

* BNG good practice principles for development, A practical guide. CIRIA (2019).

BIODIVERSITY NET GAIN







A TARGET OF 20% BIODIVERSITY NET GAIN

In the battle against climate change biodiversity enhancement is an integral part of sustainable development and plays an important role in creating functioning landscapes that supply oxygen, clean air and water, pollination of plants, pest control, wastewater treatment and many other ecosystem services. Through the creation of joined-up, complementary habitats the Garden Community will allow biodiversity to thrive alongside urban development and provide a healthy ecosystem that, in turn, contributes toward wider health and well-being objectives.

Wildlife features will be incorporated throughout the GBI network to support ambitious Biodiversity Net Gain (BNG) targets, and planting will be structurally diverse - maximising species diversity by including a range of native and non-native species, sizes and ages - to ensure resilience against climate change, pests and disease.

NATURE RECOVERY

Comprehensive Nature Recovery is proposed throughout the site in the form of GI, as set out on the Green Infrastructure Framework Paramater Plan (DFD Section 7) that will provide landscape scale connectivity for people and wildlife. Mitigation for the effects of potential fragmentation will be directed by species specific surveys which will guide the type, specification and location of mitigation to facilitate ecological connectivity, for example through implementation of wildlife friendly lighting.

Each OPA will include a Biodiversity Gain Statement to set out a framework approach to how it will deliver its respective part of the site wide nature recovery and could include the following:

- A species and habitat priority list focused by their local and national conservation properties and their ability to enthuse the public about nature.
- Species and habitat specific ecological surveys should be undertaken to ensure that appropriate mitigation is provided.
- A hierarchy of priority actions including, but not limited to, (a) improvement of core wildlife sites; (b) increased the size of core sites; (c) increased the numbers of core sites; (d) improved the 'permeability' of the surrounding landscape for the movement of wildlife; and (e) creation of corridors of connecting habitat.
- Spatial mapping will be used to demonstrate the location of habitats including core habitat areas and locations for key measures and the outcomes including the location of wildlife permeability measures as well as habitat connectivity.
- If off-site BNG is required, this will be located in close proximity to the site where practical and feasible.

RMA's will then provide Detailed Biodiversity Gain Plans.

IDP References: F3 and F4

APPROACH TO DEMONSTRATING THE DELIVERY OF BIODIVERSITY NET GAIN

In line with the Government's consultation on BNG Regulations and Implementation (Jan-April 2022) each OPA will provide a Biodiversity Gain Statement to provide core BNG information on:

- The pre-development biodiversity value;
- The proposed approach to enhancing biodiversity on-site; and
- Any proposed off-site biodiversity enhancements that have been planned or arranged for the development and including details on how these will be secured.

Accompanying each RMA will be a Biodiversity Gain Plan. This will provide detailed information on specific BNG delivery including what BNG will be delivered, where it will be delivered and how it will be delivered. For BNG provision that is to occur on the Garden Community, it will be intrinsically linked to the wider landscape strategy. If it is related to off-site provision the mechanism for securing this will be detailed. The biodiversity gain plan will also include a copy of the completed BNG metric itself.

To inform the OPAs made, baseline and post development BNG will be measured using the most up to date DEFRA metric. Future BNG measurements, for example to inform biodiversity gain plans that will accompany RMA's will, in terms of the metric used, align with relevant guidance in place at that point in time.
IDP Reference: F2

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Biodiversity Gain Statement	✓		✓	
Detailed Biodiversity Gain Plan		✓	✓	
Planning Policy	S4, SGS6, DM16			
Evidence Base	Nature Recovery Network at Chelmsford Garden Community, ECRAMS			

GUIDING FRAMEWORK PRINCIPLES :
GREEN AND BLUE INFRASTRUCTURE

SUSTAINABLE SURFACE WATER DRAINAGE

OBJECTIVE

Help preserve and enhance the landscape through implementation of a comprehensive network of **Sustainable Drainage measures across the Garden Community that will build in resilience to climate change** by mitigating flood risk and reducing pollution whilst generating attractive green spaces and water features, creating new habitats for plants, insects and animals, and enhancing areas of ecology within the site to contribute towards BNG targets.

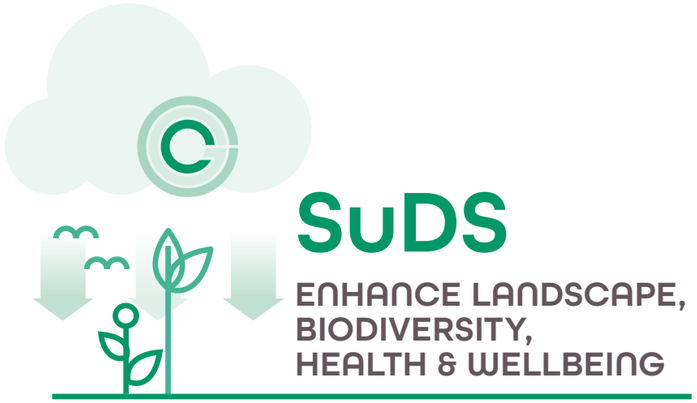




GUIDING PRINCIPLES

1. Utilise green spaces throughout the development that allow for the creation of ecologically diverse drainage features that will also act to openly retain excess surface water and create beautiful green water landscapes.
2. Consider the use of sustainable drainage measures through simple mechanisms like water butts, planters, green/ brown roofs at property level (e.g. sedum on garden sheds or bike stores) that help to capture rainwater before entering the ground.
3. Build in permeable surfaces associated with some streets, where appropriate, that can capture and filter rainwater before slowly releasing it back to the ground.
4. Incorporate planted drainage channels and planters in community gardens and open spaces to absorb rainwater while protecting and enhancing the site's ecological diversity.

SUSTAINABLE SURFACE WATER DRAINAGE





The implementation of Sustainable Drainage Systems (SuDS) across the Garden Community will create a fully integrated drainage strategy that celebrates the inclusion of water within the landscape, deepens the types of habitats on offer and future-proofs against changing rainfall patterns, including higher intensity rainfall events and increased drier periods. These elements will be multi-functional providing landscape, biodiversity, and health and wellbeing benefits to local residents through their dual role of being both an amenity space and drainage resource.

SUSTAINABLE DRAINAGE SYSTEMS (SUDS)

The surface water system will be designed in accordance with The Sustainable Drainage Systems Design Guide for Essex (2020) alongside the guiding principles for the scheme. This will be achieved through the provision of treatment and storage features including, for example, detention basins, swales, green roofs, permeable paving, etc. to suit the character of the area in which they are positioned.

Attenuation features can be in some cases multifunctional, providing amenity space during periods where rainfall is less than the critical rainfall events. They could incorporate opportunities for people to play, interact and learn about the SuDS feature. Larger features such as swales and retention ponds should work with the landscape and, where appropriate, incorporate both formal and informal crossing points, interpretation, decking and viewing platforms.

Each OPA will submit a Surface Water Drainage Strategy based on the existing greenfield runoff rates. The Strategy will ensure the OPA aligns with the wider CGC.

SuDS will be promoted within the Strategy to prevent the wider environment being adversely affected by increased surface water runoff and the increased risk of pollution as a result of the development.

Core elements of the surface water drainage strategy:

- Definition of catchment areas to ensure that these are retained in order to not adversely affect the existing water flows in surrounding watercourses.
- Treatment of Surface Water at source to enhance the quality of water discharged from a parcel.
- Management of surface water runoff by minimising the volumes and rate of surface water runoff from the development.
- Provision of visible drainage routes through the development with a clear hierarchy of routes, including overland flood routing.
- Agreement of discharge rates in consultation with the Lead Local Flood Authority to ensure that it complies with the most current and up- to-date legislation, policies and guidance.

At RMA stage, the Detailed Drainage Strategy will confirm how every application aligns with the site wide approach to drainage and its links to other phases of development.

IDP Reference: F5

MAINTENANCE/ADOPTION

A Strategic Surface Water Drainage Strategy for all the drainage elements proposed will be submitted at OPA stage. A detailed maintenance plan will be developed and agreed with relevant stakeholders such as the LLFA and the highway authority through the RMA stage. This will include items such as, adoption responsibilities, maintenance activities and their required frequency as well as identifying the individuals responsible for their upkeep and ensuring their operation as designed.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Strategic Surface Water Drainage Strategy	✓		✓	
Detailed Drainage Strategy		✓	✓	
Framework SUDS Maintenance Plan	✓		✓	
Detailed SuDS Maintenance Plan		✓	✓	
Planning Policy	S2, S9, DM18			
Evidence Base	CGC Onsite Civil Engineering Infrastructure Statement - 1 March 2022			

GUIDING FRAMEWORK PRINCIPLES :
GREEN AND BLUE INFRASTRUCTURE

ARBORICULTURE

“ OBJECTIVE

Retaining existing trees to **create a sense of place and provide a landscape led Garden Community** which uses existing and historical hedgerow alignments to define development parcels. Utilise trees wherever possible to enhance amenity value and mitigate impacts of climate change. ”







GUIDING PRINCIPLES

1. Trees, woodlands, and hedgerows will be retained where practical and any dead, dying, and diseased trees will be replaced.
2. Deliver a landscape led development, where a target delivery of at least three new trees will be planted for every new home. The planting will contribute to rainwater retention, as well as a wider benefit to the climate, soil quality and biodiversity.
3. Enrich the existing trees, woodlands and hedgerows through additional planting and appropriate management to further support the ecosystem and environmental services they provide.
4. Provide tree-lined streets where feasible and acceptable in planning terms and where issues relating to adoption can be suitably managed and/or overcome.
5. Any timber from trees which need to be felled for safety reasons will be used on site in an imaginative way for ecology, play or art to enhance people’s connection to the natural environment.
6. Provide opportunities for the community to carry out woodland and hedgerow conservation tasks under guidance to help with landscape improvements, placemaking and community building.
7. Reinstate areas of historic woodland in Duke’s Wood Nature Park.

ARBORICULTURE





Trees are amongst the most enriching and significant features within our towns and countryside. The existing trees and hedgerows provide the core of the green infrastructure for the masterplan and frame the landscape, providing natural delineation of land use.

Planting trees will enhance the appearance of a development whilst providing rich habitats for a range of wildlife. Trees will also provide cooling and shading during summer months, shelter from wind and rain during the winter months, enhance environmental quality through absorbing noise and pollution, provide oxygen and privacy, and can help to improve soil quality and stabilise land.

At the forefront of the Garden Community design is the need to respect the existing landscape characteristics and protect all trees where possible. Through this retention the original historic field layout can be reflected in the new development. Where retention is not possible, trees will be replaced.

Where trees are required to be felled, these will be used within the development to promote the use of the outdoors, this could take the form of habitat creation (I.e., bug hotels and log piles), carved wood art and furniture, or as part of natural play spaces for children. This should be spread out across the development to promote the reuse of materials and the connection of people to the natural environment.

Further to the retention of trees, the development will be enriched through the target to deliver a minimum of 16,500 trees, which is the equivalent to three new trees per household. These trees will be located across the development within the three new destination parks, the linked greenways, village greens and, subject to the approach in the GIP's, a network of tree lined streets. Additional to this will be lines of hedgerows which will support the movement of ecology across the development and connect to the wider area. The development of these spaces will provide attractive visual spaces through a range of species that add visual variance through shape, colour and seasonal blooming.

The creation of woodland and landscaped areas will also be used to promote community activities. This could take the form of framing open spaces, or by providing green spaces that community groups can manage and enhance with localised features.

The landscape led approach will also be used to provide a range of knock-on benefits such as protecting amenity by screening road noise, reducing surface water run-off through large canopies intercepting rain, protecting soil structure and quality, and improving air quality through the capture of Carbon Dioxide and release of Oxygen.

OPAs will identify areas where key areas of woodland and tree planting will be located. The detailed layout and species mix will then be secured by RMAs. The final location will need to consider positioning to allow space for the mature tree without causing obstruction or interfering with property, infrastructure, street lighting or junction sightlines.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Woodland and Tree Planting Strategy	✓		✓	
Detailed Planting Plan		✓	✓	
Planning Policy	S4, SGS6, DM17			
Evidence Base	Arboricultural Report for North East Chelmsford Garden Village – 16 August 2018 Ref: SHA 743 Rev A			

GUIDING FRAMEWORK PRINCIPLES :
GREEN AND BLUE INFRASTRUCTURE

OPEN SPACE, PLAY AND SPORT

OBJECTIVE

Facilitate and **encourage the community** to make use of the variety of open spaces, play and sport facilities within the development. This can be achieved through ensuring locations are accessible by sustainable and active modes of travel, are inclusive to people of all ages and abilities and provide a wide range of **imaginative high-quality options for use.**





GUIDING PRINCIPLES

1. Provide public spaces that are suitably sized for the population and promote a range of uses across the development.
2. Create a wide range of safe and accessible green spaces to meet the amenity, recreational and functional needs of the community, ensuring people have easy access to high quality and spacious local green spaces close to where they live.
3. The design of the open spaces should be multi-functional for users, by incorporating imaginative, versatile elements that can support play, relaxation, active travel and learning, and support the natural environment through trees, hedgerow planting and ecological enhancements such as bat and bird-boxes.
4. Encourage learning through play by providing a range of spaces and activities for children of all ages.
5. Deliver open spaces that provide opportunities to promote healthy living and include a network of active travel routes that promote walking, cycling and running.

OPEN SPACE, PLAY AND SPORT



3 NEW DESTINATION
PARKS COVERING
OVER **150HA**

Formal and informal sports facilities and recreational open spaces will be evenly distributed across the development to ensure accessibility for all with provision phased to serve the community as it grows.

Sports and recreational facilities are to be co-located near to community facilities and schools along key active travel routes and are intended to deliver a range of multi-functional sport experiences that accommodate all abilities whilst promoting social interaction and active communities. Open spaces will provide, not only for sports, but allow for a range of other benefits such as learning, relaxing, and socialising.

The Local Plan Appendix B (Development Standards) sets out the quantum of open space required from all developments and based on around 5,500 new dwellings the following quantities of open space will be provided and their locations shown on the Green Infrastructure FPP in **Chapter 7:**

- Allotments, Community Gardens & Orchards: 4ha
- Play Space - 5no NEAPs, 10 LEAPs and numerous for LAPs and informal 'play on the way'
- Over 150ha of Destination Parks
- Over 17ha of Formal Sports
- Over 78ha of natural and semi-natural open space (including Amenity Green Space for new provision)

Each OPA will be required to set out within their Green Infrastructure Strategy, masterplans, parameter and phasing plans where open space and recreation will be delivered including their size. Each RM phase will set out the detailed layouts of these areas and the approach to maintenance through submission of detailed Landscape General Arrangement Plans, Landscape Management and Monitoring Reports and detailed planting plans. In addition to open space, a four court sports hall is to be delivered in the All Through School, and a multi purpose indoor hall will be provided in the Community Centre, to be delivered in Great Belsteads Village. A Co-located Sports Facilities Management Plan will be secured as part of the OPA S106 for the All-Through School.

PLAY

Play provision should, where possible, adhere with Fields in Trust (FIT) benchmark guidelines, policy standards and design requirements for minimum activity zones, buffer zones, and walking distances.

The development will provide an appropriate mix of formal, equipped children's play, including 5 Neighbourhood Equipped Areas of Play (NEAPs), 10 Local Areas of Equipped Play (LEAPs), Local Landscaped Area for Play and Local Areas of Play (LAPs). This provision will also include additional informal space along greenways and key pedestrian routes for spontaneous play such as 'play on the way'.

Play spaces, where possible, should:

- Be accessible via pedestrian and cycle routes, providing safe, inclusive and sustainable movement between open space destinations;
- Provide adequate seating, be well overlooked and enclosed by landscape features rather than fencing; and
- Respond to the individual character of their setting, landscape and heritage assets and offer unique play experiences that create stimulating spaces to promote imaginative play.

Each OPA will be required to set out a Play Strategy, masterplans, parameter and phasing plans identifying where play-space will be delivered, including their size, function and how it meets localised needs. Each RM phase will set out the detailed layouts of these areas through submission of detailed General Arrangement Plans.

IDP Reference: D6

GUIDING FRAMEWORK PRINCIPLES : GREEN AND BLUE INFRASTRUCTURE

OPEN SPACE, PLAY AND SPORT



OVER **16HA** OF FORMAL SPORTS PITCHES

FORMAL SPORTS

Two Council run Sports Hubs are proposed together with a co-located sports facility at the all-through school will ensure areas of formal sport are evenly distributed across the community - that provide a critical mass to enable flexibility for a range of pitch layouts to allow for existing and future local needs. Formal sports provision will be located in the following locations and will include:

Great Belsteads Sports Hub:

- 6.1ha formal sport provision - Comprising 3no. senior football pitches, 3no. junior football pitches and 1no cricket pitch seasonally located over the football pitches, a sports pavilion (including sports club rooms, toilets and 6 dual changing rooms, a groundsman store and yard), equipped play space, and a minimum number of carparking spaces, to be agreed at OPA stage, will be provided at the northern end of the Channels Discovery Park.

Dukes Wood Sports Hub:

- 7.36ha formal sport provision - Comprising 3no. senior football pitches, 3no. junior football pitches and 1no cricket pitch seasonally located over the football pitches, a sports pavilion (including sports club rooms, toilets and 6 dual changing rooms, a groundsman store and yard), equipped play space, and a minimum number of carparking spaces, to be agreed at OPA stage, will be provided at the western side of Dukes Wood.

All Through School:

- 4.49ha formal sport provision - 4no. Senior football pitches.

An all-weather 3G floodlit pitch will be provided at the All Through School and a second 3G floodlit pitch will be provided at Duke's Wood. Subject to assessment at OPA Stage, there is potential for a MUGA to provided at the All Through School or Duke's Wood. The final sports pitch provision will be determined at OPA stage and secured through a S106 agreement. The final layout will be agreed at RMA stage.
The open spaces and greenways within the development will also include areas of informal sport including outdoor gym facilities, running / walking / cycling trails (2km, 5km and 10km loops) and informal recreation areas.

Each OPA will be required to set out within a Outdoor Sports Strategy, masterplans, parameter and phasing plans where outdoor sports will be delivered, including their size and proposed facilities available. Each RM phase will set out the detailed layouts of these areas through submission of detailed General Arrangement Plans, Landscaping Plans, Landscape Management and Monitoring Reports and detailed planting plans. A Sports Hub Delivery Mechanism will be secured within the S106 to ensure the hubs are delivered in-line with occupations within the CGC.

At the time of the RMA for the All Through School sports provision, a car-parking study and management plan will be required to be submitted.

In addition to outdoor sport, it is also confirmed that a four court sports hall will be provided at the All Through School (sized to Sport England Standards). This facility will be secured for community use and will include changing facilities. Other opportunities for community fitness could be provided in commercial gyms and community halls.
IDP References: D8 and D9

PRODUCTIVE LANDSCAPES (COMMUNITY GARDENS, ORCHARDS AND ALLOTMENTS)

Productive landscapes will provide an accessible growing landscape for residents to cultivate, produce and grow food. Informal opportunities will be provided within the greenways and open spaces for the foraging of berries, nuts and herbs as part of the planting palette.

Productive landscapes should:

- Be accessible via pedestrian and cycle routes, providing safe, inclusive and sustainable movement between open space destinations;
- Include interpretation boards and signage, where located in public open space, to reference species, how to use and suggested recipes;
- Consider infrastructure requirements where appropriate to facilitate management - water, seating and picnic tables, composting areas and secure storage facilities (sheds); and
- Offer access points for community gardens and allotments for vehicle delivery and servicing, and where necessary appropriate provision of car and cycle spaces.

Each OPA will be required to set out within a Productive Landscapes Strategy, masterplans, parameter and phasing plans where these productive landscapes will be delivered, including their size. Each RM phase will set out the detailed layouts of these areas and the approach to maintenance through submission of detailed Landscape General Arrangement Plans, Landscape Management and Monitoring Reports and detailed planting plans.

IDP References: F6, F7, F8, F9a, F9b, F10a, F10b

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Green Infrastructure Strategy	✓		✓	
Landscape Management & Maintenance Report		✓	✓	
Co-located Sports Facilities Management Plan	✓			✓
Play Strategy	✓		✓	
Outdoor Sports Strategy	✓		✓	
Sports Hub Delivery Mechanism	✓			✓
Productive Landscapes Strategy	✓	✓	✓	
Planning Policy	DM20, DM21, DM22, DM24, Appendix B Development Standards			
Evidence Base	The Essex Design Guide **https://www.essexdesignguide.co.uk/**			

GUIDING FRAMEWORK PRINCIPLES :

WASTE, ENERGY AND UTILITIES

WASTE

“ OBJECTIVE

Lead the way in promoting a circular economy during construction and the life of the development ensuring prevention, reuse and **recycling of waste reduce the impact on the environment and facilitate more sustainable use of resources** for the benefit of society and the planet. Contractors and residents will be supported to generate the minimum amount of waste that is practicable , keeping waste as high up the waste hierarchy as possible with a target to **work towards 100% diversion of all wastes from landfill** through a year-on-year reduction in household total waste. ”



GUIDING PRINCIPLES

1 Manage all wastes generated from the development in a sustainable manner to reduce both its quantity and impact on climate change, and to maximise resource efficiency and circularity.

2 Storage space and collection systems will be considered and integrated in the plot design allowing for maximum segregation of waste of all types including dry recycling, food recycling and garden waste whilst facilitating improved quality recyclate and less residual waste.

3 Embed an understanding of waste through stewardship by developing skills and support through proactive education, engagement and enforcement ensuring residents and occupiers of all buildings understand how to achieve higher levels of waste prevention, reuse, recycling, and composting.

4 Ensure services are accessible by all members and users of the community ensuring participation in, and a strong contribution to, the sustainable management of wastes generated.

5 Considered street design to provide efficient and safe access paths and allow for future resilience to collection services and transfer of activities.

6 Waste storage facilities across the development will enable safe and convenient segregation and collection, and avoid hazards for collection workers and do not give rise to adverse amenity or recreation impacts such as odour and are complementary to the street scene and character of the area.

7 Consider the lifespan of materials used in construction of all buildings and avoid unnecessary waste by ensuring they either reusable or recyclable at the end of their lifespan.

WASTE









Fully integrated sustainable waste management will be a key element in CGC being at the forefront of working within a circular economy. The principles of re-use across every aspect of the development and consumer use process from design to lifecycle use, retirement, reuse and finally recycling will be promoted and applied. Waste management across the development will take place as far as possible at the top end of the waste hierarchy and the location of waste storage, collection and processing facilities will be designed to work in harmony with the street scene and allow adaptability for innovative approaches to waste collection and management in the future.

OVERARCHING WASTE STRATEGIES (OWS)

To achieve the principles set out above each OPA will set out a roadmap that requires each RMA to detail core targets to ensure that the materials used reduce waste, ensure a long and functional lifespan, with easy maintenance when necessary, and can be reused or recycled in to other useful purposes where practical, feasible and viable to do so. In addition, RMAs will be accompanied by a construction waste management strategy which clearly sets out how construction waste will be sustainably managed.

RMAs will also need to demonstrate how the transport and manufacturing impacts of materials have been effectively managed and minimised, for example through re-using materials (such as soil, aggregates and timber) on-site and off-site manufacture.
Within road maps and the waste management strategies the commitments set out below should be followed, where applicable.

WASTE IN BUILDINGS

Assist those involved in the design and management of buildings to best provide for the storage and transfer of wastes to maximise the type and amounts that can be reused or sent for recycling or repurposed. Designing-in future capacity as the range of recyclable or bio-degradable materials is likely to increase, in line with progressive government policy. Due consideration will be given to assisted collections for eligible residents such as older people or disability or mobility affected residents that are unable to present their waste at the kerbside for collection. All non-residential buildings must have an offstreet collection area at ground level and built bin storage area doors must not open over the public footway or road.

For houses, fitted kitchen units should incorporate segregated recycling and refuse bins, and household waste should be stored neatly and safely in a location that is easy to use and easy to collect from. Bin stores located at the rear of properties with pathways to the street must be avoided as they can be difficult to access and use. Instead, front and side solutions designed solutions that are integrated into the streetscape are preferred.

For apartments, fitted kitchen units should incorporate segregated recycling and refuse bins, and communal waste and recycling stores should be provided with capacity to fully segregate waste streams and be accessible to all residents, including wheelchair users and children. They should be secure and locked at all times, located within the building curtilage and should be easy to access for collection teams. Where these are inside buildings, they should be ventilated and include wash-down facilities so they can be cleaned. For other buildings including commercial, community and education, sufficient space must be provided to fully segregate recyclables and meet the necessary spatial requirements of the calculated container footprint, as per forecast waste outlined in the submitted waste strategies for that phase.

PROMOTE INDUSTRIAL SYMBIOSIS AND FACILITATE CIRCULAR SUPPLY CHAINS

CGC will work effectively with the entire value chain, facilitating a shift from the traditional linear model to a circular economy approach and enable the selection and procurement of sustainable materials that improve resource productivity, efficiency and keep products and materials in use, allowing higher reuse and reconditioning.

Developers should be encouraged in waste strategies to embrace reclaimed and remanufactured materials and components, allowing designs to be dictated by what is available and seek, where possible to aim to deliver construction materials from secondary materials.

WASTE

An incremental target for recycling Construction and Demolition waste should be set for specific phases that is achievable and deliverable.

This, in turn will unlock opportunities to create markets for secondary materials through stimulating demand. Strategic design principles should be considered throughout the life of the development to ensure that materials are chosen that aid efficiency, disassembly, adaption, and value conservation.

A balanced approach to cut and fill should be applied, incorporating all excavated material in design and landscaping where practical, feasible and viable. Furthermore, landscaping will utilise local tree and plant species and local materials to spatially integrate resource and vision.

ENSURE MATERIALS HAVE A LIFE BEYOND THEIR INITIAL PURPOSE

The Garden Community will unite, equip, and mobilise its contractors and residents, and enable them to recognise and implement resource efficiencies, to design out waste and pollution, keep products and materials in use and regenerate natural systems.

Facilities will be provided with sufficient space for all development types with a target to fully segregate household (including flats), commercial and industrial waste at source. This will allow for cleaner higher quality recyclate, that can be reprocessed into higher circularity value materials, and remain in the supply chain for longer. This will enable more waste materials from the community to be recycled. Critical to this, will be improving recycling infrastructure through strategic partnerships, to ensure as much material is captured for reuse and recycling and therefore reduce the residual waste proportion. Focus will be given to understanding better the types of waste generated by the development to ensure the correct collection services are provided.

An ambitious incremental target for recycling household and commercial waste has been set, as well as a target to progressively work towards diversion of 100% waste from landfill. To facilitate this, the Council will be required to develop the necessary recycling infrastructure to encourage kerb-side recycling. A number of stewardship initiatives could be introduced, including a reuse/repurpose site, where residents can bring items they no longer want/use for disposal, or for others to utilise or upcycle. Other initiatives could include a community composting project utilising garden/food waste generated from the development and public incentives schemes to incentivise participation in recycling, including performance-based charging schemes.

Where bring sites or composting schemes are considered it will be important to ensure that they are acceptable in planning terms and particularly ensure protection of amenity of others in relation to matters such as noise and odour.

WASTE WISE STEWARDSHIP AND EDUCATION

Effective implementation of good waste management concepts will connect residents and businesses with their footprint. The CGC will deliver a range of education, training and awareness initiatives. Stewardship will underpin education and help foster a better understanding of waste. An interactive education programme will instill a strong sense of resident participation in sustainable waste management from the outset. Education initiatives to promote waste and environmental issues will include school visits, business visits and support to community projects. Integration with schools and businesses will help establish a long-term connection, and community ownership. A clear element of this is engaging with recycling services, so that reducing waste and maximising recycling becomes an integral part of everyday. This will promote a better understanding of waste prevention and recycling services and facilitate positive behaviour change. Education packs will be distributed and positive messages about the development's achievements in resource and waste management and local benefits will be promoted.

WASTE TARGETS

Overall strategy will be to work towards the following waste targets:

Short term:

- 2021 - 100% compliance with Environment Act 2021
- 2021 – year on year reduction in total household waste
- 2025 - 65% mixed municipal waste to be recycled and 100% diversion from landfill
- 2025 - 65% Commercial & Industrial (C&I) waste to be recycled and 100% diversion from landfill

Medium term:

- 2028 - 80% Construction and Demolition (C&D) waste to be reused, recycled or recovered
- 2030 - 70% mixed municipal waste to be recycled and 100% diversion from landfill
- 2030 - 70% Commercial & Industrial (C&I) waste to be recycled and 100% diversion from landfill

Long term:

- 2032 - 95% C&D to be reused, recycled, or recovered
- 2033 - Food waste generated by CGC to be composted and re-used within the site

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Overarching Waste Strategy (OWS)	✓		✓	
Site Waste Management Plans (SWMP)		✓	✓	
Planning Policy	DM26, Essex and Southend-on-Sea Waste Local Plan 2017			
Evidence Base	Waste Strategy			



GUIDING FRAMEWORK PRINCIPLES :
WASTE, ENERGY AND UTILITIES

ENERGY

OBJECTIVE

To ensure a clear pathway to achieving a **net zero carbon** development through the delivery of **net zero ready homes**. Support UK and local Government targets on climate change, whilst putting low carbon energy production and minimising consumption at the heart of a sustainable development that sets high standards, **embraces innovation and is flexible to respond to emerging technological advances.**

GUIDING PRINCIPLES

1. Develop standards, definitions and boundaries for energy and carbon which set a clear pathway towards the Garden Community being a Net Zero Carbon development, delivering Net Zero buildings from 2035.
2. Ensure that energy and carbon design is integrated across all disciplines such as transport, water, green infrastructure, materials and waste so that a joined-up approach to energy carbon and resource efficiency is interwoven within the development.
3. Implement and adhere to an operational Energy Hierarchy that ensures a fabric first approach is placed at the heart of all forms of development and includes, amongst other things, the principles of passive design.
4. Commit to an all-electric development for new homes so that they are gas free and employ low carbon technologies such as heat pumps from the outset whilst embracing and implementing emerging low carbon heating solutions in the medium and longterm.
5. The delivery of an all-electric development so all homes and buildings benefit from the decarbonisation of the electricity network and can operate Net Zero through the purchase of certified renewable electricity.
6. Take account of embodied carbon emissions resulting from activities across the whole building lifecycle, so they can be calculated, the quantity of materials and waste can be reduced, and sustainable low carbon design options can be identified.
7. Protect against volatile utility costs by minimising energy demand, through measures that could include highly efficient fabrics, heat pumps and where practical, feasible and viable, provision of renewable energy generation in each property alongside battery storage technology where viable.
8. Awareness raising through smart data and tools so that users of residential and non-residential buildings have sufficient information to monitor and control energy consumption.
9. Where achievable, monitor and evaluate post-occupancy data to review the customer experience to ensure lessons are learned and the best solutions are delivered that give tangible results on the path to net zero carbon.
10. Deliver Electric Vehicle (EV) smart charging to all homes with onplot parking, as well as provision for visitor spaces and carpool clubs with passive capacity across the development.

ENERGY

NET ZERO CARBON READY

The Development will be guided by policy and best practice guidance such as that published by the UK Green Building Council (UKGBC), the London Energy Transformation Initiative (LETI) and the Governments Future Homes (FHS) and Future Buildings Standards (FBS). This will assist in setting the definitions and boundaries for current and future energy consumption and carbon emission targets in order to achieve Net Zero Ready by 2025 and Net Zero Carbon by 2050.

Each OPA will contain a framework Energy Strategy and upon the granting of planning consent, conditions will be attached to ensure each RMA sub phase provides a detailed Energy Statement setting out how the principles set out above could be implemented.

It is recognised that technology and solutions to our net zero challenge will evolve quickly over time and therefore the energy strategy will be flexible enough to respond to the opportunities that are likely to be available from 2030 and beyond.

It is also important to recognise that the carbon emitted as a result of the energy used within the CGC will fall over time in line with continued decarbonisation of the national grid. This is a strong justification to promote an all-electric energy strategy and design out fossil fuels where possible.

The strategies should include approaches to the following key elements:

FABRIC FIRST AND ENERGY EFFICIENCY

In accordance with the Energy Hierarchy, a 'fabric first' approach to building design will be adopted addressing thermal performance alongside minimising unregulated energy demand such as through specifying A / A+ Rated Energy Efficient Appliances. This should be addressed first before then considering the use of efficient mechanical and electrical building services systems (such as efficient lighting), the installation of renewable energy measures (such as roof mounted Solar PV) and where possible, supply of low-carbon heating and hot water.

The fabric first approaches that could be deployed in the short term would typically include:

- High levels of thermal performance for wall, floor and roof insulation
- High thermal and visual performance glazing
- High levels of air tightness
- LED lighting

As technologies emerge OPAs will reflect the latest best practice to ensure it fully supports the transition to a net zero economy. Building form and design will be optimised to maximise the benefits of passive design. Occupant thermal comfort requirements will be maintained taking account of changes in future air temperatures as a result of climate change. This will be demonstrated by an overheating assessment at the design stage following best practice guidance such as CIBSE TM59[1].

Street lighting will also be provided by LED lights alongside other measures focused on reducing operational energy across the community infrastructure.

Operational energy targets

The development will be guided by a set of increasing energy performance targets, transitioning the development of residential and non-residential development to Net Zero over time.

At this stage this comprises a range of short, medium, and long term targets. These targets are indicative at this stage and will be investigated and tested as part of OPs and RMAs to ensure they are commercially and technically viable.

The targets are set out under the following time frames which assume development will start from 2025.

- Short term (2025 - 2029)
- Medium term (2030 - 2035)
- Long term (>2035)

Short Term - FHS / FBS+

In the short term The Garden Community will will meet the requirements of the FHS and FBS as a minimum, delivering homes and buildings which are Net Zero Ready and in alignment with the Government's current Net Zero trajectory for new development.

Medium Term - Net Zero Ready

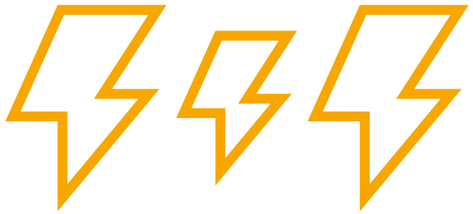
In the medium term The Development will aim to meet a range of energy performance targets set out below to deliver buildings which target Net Zero for total energy, reducing total carbon emissions, or meeting the requirements of future Government Net Zero Policy, whichever is greater.

Long Term - Full Net Zero

The long term strategy aims to deliver buildings which are fully Net Zero delivering the equivalent of PassivHaus levels of energy performance, balancing on-site residual energy demand with renewable energy generation.

The following energy intensity targets are proposed for The Garden Community, outlining how buildings will transition to being fully Net Zero over time.

GUIDING FRAMEWORK PRINCIPLES : WASTE, ENERGY AND UTILITIES
ENERGY



The targets below are drawn from available national guidance on delivering low carbon development, including the RIBA 2030 Challenge and LETI Design Guide, they go significantly beyond the Governments targets as set out in the FHS and FBS. During the outline and reserved matters design stages extensive modelling, design and costing will be undertaken to determine the commercial and technical feasibility of these targets and therefore whether they are deliverable and viable.

Domestic Energy Use Intensity Target:
- Medium Term: 50kWh/m2/yr
- Long term: 35kWh/m2/yr

Non-domestic Energy Intensity Target are set from 2025 onwards
- Office Buildings -Medium term: 75 kWh/m2/yr, Long Term: 55 kWh/m2/yr
- School Buildings – Medium term: 85 kWh/m2/yr, Long Term: 65 kWh/m2/yr
- Retail Buildings – Medium term: 130, Long Term: 85 kWh/m2/yr
- Leisure Buildings – Medium term: 125, Long Term: 92 kWh/m2/yr
- Innovation Buildings – Medium term: 90, Long Term: 65 kWh/m2/yr

Domestic Space Heating Energy Target:
- Short Term: 15-20 kWh/m2/yr
- Medium Term: 15 kWh/m2/yr
- Long Term: <15 kWh/m2/yr

Non-Domestic Space Heating Energy Target:
- Short Term: 15-20 kWh/m2/yr
- Medium Term: 15 kWh/m2/yr
- Long Term: 15 kWh/m2/yr

LOW CARBON HEATING

Technologies such as electric heat pumps should be considered where practical, feasible and viable, to provide low carbon energy efficiency heating. Air source heat pumps could be one form of technology supplied for most properties with ground source heat pumps potentially used for community buildings if sufficient space is available for heat exchange. The viability and practicality of future heating technologies and systems such as hydrogen and district heating may be considered in at the appropriate stages in the future when they are capable of large-scale deployment to ensure adaptability and flexibility as technologies emerge and mature.

RENEWABLE ENERGY GENERATION AND ENERGY STORAGE

Renewable energy generation will help reduce reliance on electricity from the grid for low carbon heating and other activities and therefore help to minimise fuel bills. Each phase and sub phase will need to consider the use of renewables generation for all buildings where feasible allowing for site specific topography and potential impacts such as shading from trees and other buildings. In addition, where practical, feasible and viable, battery storage could also be considered to allow homes and business to utilise more of the electricity generated from renewable sources within their buildings. This could be sized so that a proportion (targeting at least 50% where viable) of the renewable power is used within the building.

Opportunities to undertake renewable energy projects within the landscape such as capturing heat from the ground, water or sewers to re-use within the community may be explored.

REFRIGERANTS

Whilst heat pumps have an advantage of using low carbon electricity, they also use refrigerants as part of the process to raise the temperature of the natural heat source in the air, ground or water for a building's heating and hot water requirements. Some refrigerant gases when released or leaked into the atmosphere can give rise to Greenhouse Gases. Therefore, limits on the Global Warming Potential (GWP) from refrigerants used in domestic heat pumps systems used on site will be set with a target to be determined at outline design stage and reviewed as heat pump technology evolves.

EDUCATION AND MONITORING

Each sub phase should set out an approach to helping occupiers of both residential and non-residential buildings to understand their choices and how new technologies work in their homes, businesses and communities. In order to enable users to be conscious about their energy consumption, a variety of education and monitoring methods will be considered including:

- Smart metering to enable people to make conscious decisions about the quantity, cost and the timing of energy they use.
- Educational user guide packs for new residents and occupiers to ensure they are aware of good practice to reduce energy consumption and how to make best use of new technologies including within their homes or building.
- Gathering Home User feedback on how well the technologies perform, cost and their functionality to ensure they are used effectively and easily.

As part of each phase of development, i.e. short and medium term,developers will carry out Post Occupancy Evaluation on a proportion of homes with data and learning utilised in the design and construction of future phases of development.

ENERGY



INTEGRATING ELECTRIC VEHICLES

Each RMA will ensure that all active devices provide as a minimum 7.5KVa (32A) AC 'smart charging' points internally or externally on garage buildings or on external walls adjacent to all on-plot allocated spaces.

RESIDENTIAL ON PLOT AND OFF PLOT

Additional EV charging will also be provided for non-allocated spaces and visitor parking. Charge points will be easy to locate and be integrated within the wider transport and mobility strategies. It is anticipated that subject to technological advances, electric vehicles could also potentially play a role in optimising power demand across the development acting as mobile battery storage facilities whilst being flexible in terms of times and locations they can be charged. Where possible all properties with off-plot parking should have an adequate supply of power and the passive technology (the cabling and infrastructure) to add EV smart charging devices in future. All carpool club spaces will have the passive network available to provide EV charging to each space across the development

MOBILITY HUBS

The Rapid Charge EV points will be provided within the primary Mobility Hub. The Secondary and Tertiary Mobility Hubs will contain standard smart EV points at a number to be confirmed as part of the RMA stages and these will be dictated by the location and nearby facilities/ amenities i.e. on a predicted demand basis, for each Hub across the site. Smart EV charging points for scooters and bikes will be coordinated within secondary and tertiary transport hubs.

EMBODIED CARBON

Prior to construction of sub phases, sustainability and Energy Statements should provide for the calculating the embodied carbon of materials, construction and maintenance activities to help guide design choices on low carbon materials, and evaluate construction practices that could include:

- Adopting, where practical, feasible and viable, Modern Methods of Construction such as timber frames in house building which improves sustainability whilst raising the quality and pace of delivery.
- Sourcing materials and skills locally to improve sustainability of construction and provide positive feedback into the local economy

To reduce the embodied carbon of new buildings The Development will target delivering buildings that meet the embodied carbon targets set out in the RIBA 2030 challenge.

Residential Embodied Carbon Targets:

- Short term: <800kgCO2/m2
- Medium term: <675kgCO2/m2
- Long Term: <500kgCO2/m2

Non-residential Embodied Carbon Targets:

- Short term (Schools): <675kgCO2/m2
- Short term (Offices): <970kgCO2/m2
- Medium term (Schools): <540kgCO2/m2
- Medium term (Offices): <750kgCO2/m2
- Long term (Schools): <540kgCO2/m2
- Long term (Offices): <600kgCO2/m2

It is widely recognised that the supply chain will need to radically decarbonise as we move toward our net zero targets. However at present there are very few low embodied carbon materials on the market that can be used as alternatives to traditional materials. There is of course the opportunity for CGC to stimulate this market over time and this will be a key aim of the embodied carbon strategy.

Specific building targets for upfront carbon (which covers construction carbon) are proposed at this stage based on available targets from the RIBA 2030 chalenge. Wider embodied carbon targets can be developed over time as further information across the industry is developed.

Future Reserved Matters applications will ensure that embodied carbon emissions resulting from the construction and the use of the buildings over its entire life, including its demolition and disposal will be calculated and incorporated into the net zero strategy in the future.

In leading the way on the path to Net Zero the Consortium will assist in exploring how production and construction methods can be made Net Zero and sustainable by 2050 although it is recognised that this is reliant on the availability of low carbon material alternatives and a low-carbon upskilled supply chain and labour force.

The Carbon Framework set out here, and in particular the short term targets, are intended as a baseline for consideration against which future planning applications will be assessed, cognisant that technology and solutions to the net zero challenge are evolving over time. The Framework will be tested throughout the outline and Reserved Matters planning application stages based on deliverability and viability considerations. The Carbon Framework is intended to ensure there is a consistent approach to reducing carbon emissions across the Garden Community. Amendments to the Carbon Framework will only be considered when justified circumstances are demonstrated, with evidence provided.

GUIDING FRAMEWORK PRINCIPLES : WASTE, ENERGY AND UTILITIES

ENERGY

DELIVERING NET ZERO DEVELOPMENT

As part of the development proposals each stage of development, i.e. the short and medium term, will include measures to support the continued decarbonisation of future phases. Such as:

Encouraging the enhancement of supply chains - Encourage supply chain investment to build resilience for key equipment including heat pumps. Provide clear communication to housebuilders on the ambition for CGC. New and emerging technologies such as battery storage and smart energy systems will be trialled in specific dwellings.

Supporting skills gap training - The developers will look to support employment and skills training, for example supporting education charities. This will aim to improve construction skills to help improve air tightness.

Delivering Post Occupancy Evaluation - The Development will carry out POE on up to 10% of homes at each stage, i.e. during the short and medium term stages, with data and learning to be utilised in the design and construction of future phases.

Pilot Projects - During the short and medium term stages of The Development pilot projects on up to 5% of homes at stage stage, carried out with the aim of understanding design and construction requirements of future phases of development, taking learning from the POE and supporting enhancements to the supply chain and skills gap training.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Energy Strategy	✓		✓	
Energy Statement		✓	✓	
Non residential units BREEAM Excellent		✓	✓	
Planning Policy	S2, S9, DM 19, DM 23, DM 25			



A SUSTAINABLE HOME

Illustration to show how some measures could be incorporated in to a typical house.



GUIDING FRAMEWORK PRINCIPLES :
WASTE, ENERGY AND UTILITIES

FOUL WATER

OBJECTIVE

Implement a foul water strategy that provides **sufficient on-site capacity whilst ensuring no detriment** to the existing foul network within the vicinity of the site.

GUIDING PRINCIPLES

1. Work with the sewerage undertaker to provide phased primary infrastructure capable of connecting to the water recycling centre east of Chelmer Village adjacent to the A12.
2. Implement utilities early to ensure each planning application area can be delivered within the relevant phased period of development.
3. Ensure the foul water strategy contributes towards wider objectives relating to water conservation.

FOUL WATER

As CGC expands and grows a well-planned network of foul water drainage will be required to ensure retrospective works will not be required. Any foul water drainage strategy will therefore aim to provide a network that delivers an environmentally responsible solution that efficiently conveys the waste from the site to the strategic network.

Foul Water Drainage strategies will be developed in accordance with relevant legislation and policy including, but not limited to, The Water Act (2014), National Policy Statement for Waste Water (2012), the local Drainage and Waste Water Management Plan (DWMP) and Code for Adoption (2020).

Each OPA will be responsible for early engagement with the Local Planning Authority and Sewerage Undertaker to agree:

- Points Of Connection to ensure a joined up and cohesive approach across the Garden Community and wider networks.
- Appropriate discharge rates to ensure the development does not have adverse impacts on the existing surrounding foul network.
- Routing of the foul water network to meet phasing and delivery criteria.

Each OPA will be expected to submit an indicative Foul Water Drainage Strategy, followed by a Detailed Foul Water Drainage Strategy for each RMA in order to demonstrate how the detailed development ties in to the wider Strategy.

MAINTENANCE & ADOPTION

The drainage network established will be offered for adoption as a publicly maintained sewerage system in accordance with prevailing guidance and legislation at that time. A Maintenance Plan will be submitted at each RMA stage to ensure the longevity of the foul water network with development then brought forward in accordance with that Plan following which the sewerage undertaker will then take over and maintain the system in perpetuity.

MONITORING & EVALUATION

The sewerage undertaker will be responsible for ensuring that the foul water meets both the Garden Communities and surrounding area requirements and remains fit for purpose. Should changes to the foul water network be required then consultation with relevant master developers and plot developers will identify and implement necessary solutions for the relevant phase.

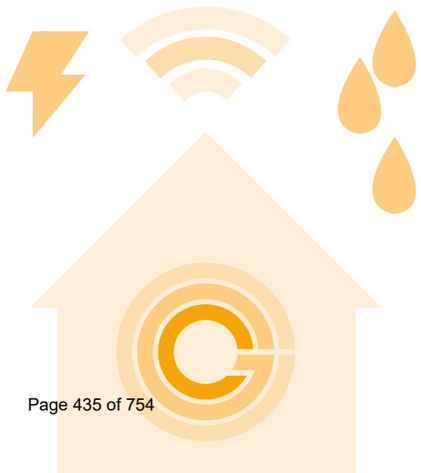
Delivery Item	Application Submission		Secure By		
	Outline Application	Reserved Matters	Condition	S106	Other
Foul Water Drainage Strategy	✓		✓		
Detailed Foul Water Drainage Strategy		✓	✓		
Maintenance Plan		✓	✓		
Planning Policy	Policy S2, S7				
Evidence Base	Onsite Civil Engineering Infrastructure Statement				

GUIDING FRAMEWORK PRINCIPLES:
WASTE, ENERGY AND UTILITIES

UTILITIES (ELECTRICITY, POTABLE WATER & BROADBAND)

OBJECTIVE

Delivery of **sustainable utilities and services** to enable the delivery of high efficiency connections across the development that will support **smart homes, electric vehicle charging, low carbon heating and water efficient homes.**









GUIDING PRINCIPLES

1. Secure and distribute a sufficient capacity of electricity that supports high efficiency, low-carbon, electric heating methods to ensure there is no requirement for gas in any residential dwelling and build in resilience to changing technologies and future capacity demands.
2. Deliver high speed electric vehicle charging throughout the development ensuring provision for every home and in visitor parking areas to support the transition to more sustainable forms of travel.
3. Provide superfast connectivity by installing Fibre To The Premise (FTTP) broadband for all homes and business on site to support increased working from home and smart residential and commercial technologies.
4. Ensure suitably sized potable water connection is sourced to minimise the impact on the surrounding network.

GUIDING FRAMEWORK PRINCIPLES: WASTE, ENERGY AND UTILITIES

UTILITIES (ELECTRICITY, POTABLE WATER & BROADBAND)

Utilities play a vital role in the economic and social successes of an area, as it provides critical infrastructure to the function of all day-to-day activities and will be integral in promoting environmental sustainability on a larger scale such as ensuring there is sufficient electricity capacity to deliver the roll out of electric vehicle charging points

A High-Level Utilities Layout will be established through OPAs, with a final Detailed Utilities Layout specific to a development parcel being secured through RMA's.

ELECTRICITY

The use of a high efficiency electrical network will eliminate the need for gas in residential homes and reduce its demand in other buildings within the development ensuring its harmful environmental impacts are minimised and the transition to a low-carbon development is be supported.

Through use of an Independent Distribution Network Operator (IDNO) the loads required for the residential dwellings' charging and heating requirements will be substantially diversified, therefore minimising the overall impact on the surrounding Electrical Network.

OPAs will need to demonstrate that electrical utilities will have a capacity that ensures high efficiency electric heating methods, such as Air Source Heat Pumps, can be operated across the site.
This will result in there not being a need for a gas network to be installed for residential uses. However, there are likely to be circumstances where other land uses within the masterplan area may require the use of gas, but in such situations, use of the electricity network will be encouraged. Additionally, OPAs will ensure the electrical capacity supports proposals for a single 7kW electric vehicle charger per residential dwelling throughout the development, as well as localised communal charging locations within Mobility Hubs.

POTABLE WATER

As part of the significant upsizing of the water mains, carried out as part of the original Beaulieu and Channels development, the additional supply of this development is already available. Regarding the on-site network, this Connections will make it possible for a New Appointment and Variation (NAV) company to adopt the on-site water network. This would provide new homeowners with an independent water supplier and ensure service and price can be as competitive as possible.

Within dwellings, the Building Regulations optional requirement for water efficiency of 110 litres per person per day will be achieved.

BROADBAND

FTTP, also known as 'Superfast Broadband' will be available. This is an important factor when delivering smart-enabled homes. This will ensure that fast, reliable broadband is available to all domestic and commercial premises.

The benefits of this include:

- Reliable connections that will allow business to operate with the security of services.
- Improved work-life balances through the ability to work from home.
- Capacity for 'smart' homes and businesses to support multiple devices.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
High Level Utilities Layout	✓		✓	
Detailed Utilities Layouts		✓	✓	
Planning Policy	S9, DM25			
Evidence Base	Onsite Civil Engineering Infrastructure Statement. Utilities Report			

GUIDING FRAMEWORK PRINCIPLES :

HEALTH & COMMUNITY INFRASTRUCTURE

OBJECTIVE

Create a place that encourages healthy behaviour as a form of preventative care whilst **building a strong community served by excellent facilities.** Address the real health challenges of the 21st century through innovative solutions for not only the physical causes and symptoms of poor health, but also the social, economic, and environmental components of total well-being.







GUIDING PRINCIPLES

1. Develop a range of community facilities embedded within the neighbourhood centres across the masterplan to enliven and enrich the entire development.
2. Ensure buildings and floorspace are provided in a flexible way to ensure health and community uses can respond to demand and evolving habits in a way that supports sustainable growth of the new community.
3. Provide facilities that serve the needs of a variety of different groups of people, including those who are disadvantaged or disabled, through development of multi-purpose and functional spaces, opportunities for co-location of different uses for example around neighbourhood centres and the use of school facilities outside school hours and term times.
4. Provide sufficient floorspace for community facilities to ensure that as the population of the Garden Community grows there will not be pressure on their availability when needed the most.
5. Ensure the long-term viability and sustainability of community facilities through stewardship and ongoing monitoring.
6. Support the health and wellbeing of the residents and users of the Garden Community by delivering a wide range of health and social infrastructure on-site, and through implementation of the Chelmsford City Council Livewell Development Accreditation Scheme.
7. Design open spaces to support healthy communities by encourage preventative health care, and allocation of space for non-traditional health measures such as community gardens, and allotments.

GUIDING FRAMEWORK PRINCIPLES :

HEALTH AND COMMUNITY INFRASTRUCTURE

A community is about more than buildings, it is about people and with the right provision of flexible floorspace within the Garden Community they will be given the opportunity to meet and interact and develop the sense of belonging which comes with that.

The development will support the health and well-being of the residents and users of the Garden Community by delivering a wide range of health and social infrastructure on-site. This, alongside the implementation of the Chelmsford City Council Livewell Development Accreditation Scheme, will help to promote the physical and mental well-being of all those who experience the development.

The Site could accommodate a resident population of up to 13,200 people (based on an average household size of 2.4 - derived from 2011 Census data for Chelmsford City). It is therefore important that social infrastructure provision meets the needs of these new residents and households from a range of demographic backgrounds who have different interests and demands. The amount of health and community floorspace will be secured at OPA stage, and then the detailed design and layout will be established at RMA stage.

The following section has been drafted based on the assumption that the Developer Consortium is currently proposing a total of 5,500 new homes for the Chelmsford Garden Community. In the event, that the overall number of homes proposed changes, the approach to health and social infrastructure provision will be reviewed to ensure the proposals meet the needs of the population. Updates will be possible through the IDP which is a 'live' document. Any updated requirements will then be secured via a S106 as OPAs are determined.

DEVELOPMENT AT VILLAGE CENTRES

The Garden Community will comprise of four distinct new village centres identified on the Illustrative Masterplan in Section 5:

- Park Farm Village
- Great Belsteads Village
- Hawthorn Village
- Willow Hill Village

Each village centre will have the ability to deliver a range of community facilities. Facilities secured by the IDP include:

- Primary healthcare e.g. GPs, pharmacies, dentists, and opticians (IDP Reference B1)
- Community Space at Great Belsteads Village and Park Farm Village (IDP Reference D4 and D5)

Other community facilities that could come forward include, but are not limited to:

- Libraries
- Gallery/exhibition space
- Museums
- Public houses
- Places of worship
- Indoor Sports facilities (i.e. gyms); and
- Open spaces
- Arts and Cultural Facilities

Whilst Park Farm Village will be the largest centre, and delivered in Phase 3 (See DFD Section 9), each phase brought forward in advance of this will be connected to local facilities. The majority of Phase 1 and 2 development will be serviced by either Great Belsteads Village or Willow Hill Village (both delivered in Phase 1), whilst the southern portion of OPA 2 delivered in Phase 1 will be connected to Beaulieu to the south via a crossing over the RDR1 (Beaulieu Parkway). This phasing ensures no residents are left without sustainable access to local facilities, whilst the CGC reaches a critical mass to support the larger and more centralised Village Centre.

Each OPA will identify an amount of non-residential floorspace within these centres, including a breakdown of floorspace by Use Class. The detailed range and mix of community floorspace within this will need to be reviewed as part of an on-going process as the scheme progresses and residents' needs become clearer. Final details would be secured within RMAs. The composition and range of uses located within these centres will vary in terms of their size and when they are delivered, but they will be designed to ensure that uses within them complement rather than compete with those elsewhere in the development. The character and density of these areas are described further in Section 8 of this DFD.

IDP Reference: D5

GUIDING FRAMEWORK PRINCIPLES :

HEALTH AND COMMUNITY INFRASTRUCTURE







HEALTHCARE PROVISION

The overall population size suggests potential demand for approximately eight GPs (plus associated primary healthcare services) once the development is complete and fully occupied. Interim provision could be provided in the earlier years of the development, co-located within neighbourhood centres in line with growth in demand and subject to the needs of the local Clinical Commissioning Group (CCG).

Prior to submission of all OPAs pre application discussions will take place with the Mid-Essex CCG (soon to become part of new Integrated Care Systems). Once the capacity and trigger for delivery is established through the OPAs the IDP will be revised accordingly to ensure the Garden Community provides the necessary primary healthcare capacity to meet demand at the appropriate time.

Healthy communities will also be supported through the design of both open space and streets promoting active movement (See Movement and Green and Blue Infrastructure GFP sections for more information).

IDP Reference: B1 and B2

COMMUNITY SPACE

Early provision of community space (which can accommodate a range of different uses) will make a significant contribution to placemaking and feelings of wellbeing and belonging as new residents move onto the site.

Where appropriate, community uses will be co-located with each other and/or shared between different groups and users. This makes efficient use of community assets, supports long-term viability of facilities, and encourages positive interaction between different demographics that might not otherwise take place.

The masterplan allows for provision of a range of different types of community floorspace. This has been informed by the following benchmarks/standards (as identified through discussions with CCC and ECC):

- 111sqm per 1,000 people (based on neighbouring South Cambridgeshire's standard) for community meeting space e.g. village halls, community halls, church halls and pavilion buildings;
- 73sqm per 1,000 people (based on standards applied by the Arts council and the former Museum, Libraries and Archives (MLA)) for arts and cultural space (including libraries);
- The Sport England Facilities Calculator (outputs for 5,500 homes/13,200 people).

It is important to note that there is likely to be considerable overlap between the various community, arts/cultural, and indoor sports uses on-site. It is also expected that some of these uses will be based in facilities such as schools subject to a Community Use Agreement (as is likely to be the case with the majority of the indoor sports provision although the community meeting spaces can still be designed to accommodate use for indoor sports use on a smaller scale)

IDP Reference: C4

Public Art
Public art will play an important role in enhancing place making across the community. The Site Wide Principles Document will include a strategy for public art that each OPA will need to adhere to.

CIL PAYMENTS

In addition to the delivery of community infrastructure, a financial contribution to Chelmsford's infrastructure will be made via the Community Infrastructure Levy secured at OPA stage.

The list of infrastructure that CCC considers could be funded, wholly or partly by all CCC Community Infrastructure Levy payments, is set out in the Council's Regulation 123 List. Examples of funded infrastructure include leisure centre improvements, Widford Park and Ride (IDP Reference C4), improvements to landscape, habitats and access to the countryside, and healthy living and well-being initiatives.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Quantum and location of facilities	✓			✓
Detailed design and layout of facilities		✓	✓	
Planning Policy	Policy S5, S9, S10, SGS6 & DM20			
Evidence Base	DFD Health and Social Infrastructure Technical Appendix			


YARD FARM

GUIDING FRAMEWORK PRINCIPLES :
COMMUNITY INFRASTRUCTURE

EDUCATION

OBJECTIVE

Deliver outstanding educational facilities where pupils' health is promoted by encouraging safe and active travel to school, **where their educational journey supports them reaching their maximum potential** through modern well-designed spaces, and where the community benefits through schools being located within village centres and providing shared facilities for wider use.





GUIDING PRINCIPLES

1. Ensure a range of inclusive, integrated and high-quality educational facilities are available to the local population to meet demand as the development grows and homes are occupied.
2. Provide schools and educational settings that prioritise the health and well-being of children through well-designed amenity and play spaces, as well as being accessible by active modes of transport
3. Address the educational needs of all children living in the Garden Community, including those with additional and/or special needs.
4. Set schools in locations that make active travel the most attractive mode of transport; minimise school run traffic and enable school buildings to face onto high quality traffic free public realm.
5. Deliver a sustainable built and natural environment around each school that enhances learning, health and well-being.
6. Support life-long learning, community use and local sports clubs through spaces that can be hired outside of school hours.

EDUCATION







Access to high quality education and training can play a major part in breaking down inequalities and improve social mobility. By providing high quality education facilities CGC will allow the best possible chance for pupils to enjoy learning and reap the benefits this brings at later stages in life.

The allocation of appropriately located and sufficiently sized sites for childcare facilities and schools will be secured as part of OPAs, with the detailed design being secured as part of relevant RMAs. The process for the delivery of schools, shared use facilities and any Education Contributions will be established as part of future S106 agreements with the OPAs.

The following section has been drafted based on the assumption that the Developer Consortium is currently proposing a total of 5,500 new homes for the Chelmsford Garden Community. In the event, the overall number of homes proposed changes, the approach to education provision will be reviewed to ensure the proposals meet the needs of the population. Updates will be possible through the IDP which is a 'live' document. Any updated requirements will then be secured via a S106 as OPAs are determined.

NUMBER OF SCHOOLS

As the Garden Community will deliver around 5,500 new homes it is critical that the proposals include a range of educational provision to meet the needs of the new resident population.

This provision will take the form of five schools delivered across four sites This provision will take the form of five schools delivered across four sites - as shown on the Land Use and Access FPP in Section 7. There will be four primary schools (with co-located early years provision) and one secondary school (potentially with a sixth form if required – subject to advice from DfE). A summary of the proposed school sites and their broad locations is provided below:

Primary Schools

- 1 x primary school (2.4ha site) in the Great Belsteads Village (OPA1);
- 1 x primary school (2.1ha site) in the Willow Hill Village (OPA2);
- 1 x primary school (2.1ha site) in the Hawthorn Village (OPA2);

All Through School

- 1 x All Through School (12.1 ha total site, including 1 x Primary School and 1 x Secondary School) in the Park Farm Village (OPA2).

As part of the CGC's commitment to education, a contribution to education and training (skills of post-16 adults is provided in the IDP and land within the All Through School site is provided for a 6th Form College.

The targets for the delivery of school facilities and places will be established through the Stage 2 Masterplan OPAs kept under review via the agreed IDP mechanisms as the development progresses to ensure that provision keeps up with demand and, similarly, where demand does not reach anticipated levels, that facilities are not expanded or do not come forward unnecessarily.

The new schools proposed would be delivered in addition to those already operating or proposed as part of the Beaulieu development to the south of the Site - these include an all-through school and a standalone primary school.

IDP Reference: A3, A4, A5, A6, A7, A8, A9

EARLY YEARS AND CHILDCARE PROVISION (EY&C)

The three primary school sites and the all-through school site will each accommodate a co-located EY&C facility (each 56 place). Two 56 place standalone early years facilities have also been identified to be delivered in Great Belsteads and Park Farm village centres. However, depending on the demand arising from the development, there is flexibility within the village centres across the Garden Community to deliver up to a further two standalone facilities (based on 5,500 qualifying dwellings), as demand requires. This will be monitored through the IDP. These facilities will need to be delivered to an appropriate standard, supported by appropriate financial contributions, and provide the range of early years and childcare services for children aged 0-5, along with additional childcare provision (e.g. wrap around and holiday club care for all children aged 5-14 and children aged 5-25 with special educational needs and disabilities (SEND). Further information on needs, costings and design is set out in the Essex Developers' Guide.

IDP Reference: A1 and A2

SPECIAL EDUCATIONAL NEEDS (SEN).

Those with SEN that can be educated in mainstream environments will be catered for on-site. Children with more specialist needs will be educated off-site in the County's existing SEN support infrastructure. These more specialist needs are met by developer contributions through the IDP (IDP Reference A10).

Much of the SEND provision will come in the form of specific equipment or detailed internal design, however details of matters such as level access, safe car parking and the provision of adequate space and facilities (i.e. disabled washrooms) will be provided at RMA stage.

IDP Reference: A10

GUIDING FRAMEWORK PRINCIPLES : COMMUNITY INFRASTRUCTURE

EDUCATION







LOCATIONAL REQUIREMENTS

The school sites will be located to ensure that ECC's requirements for exemplar education layouts can be accommodated in detailed RMA stages of planning and design. This includes consideration of school premises in relation to roads; walking and cycling routes; and village centres. Schools will be located next to village centres so that they are not separated from these community focal points and this will be secured within masterplans as part of each OPA.

There will be a target that each school site be within walking distance of homes (where possible within 800m) and with good access to safe walking, cycling and public transport routes/networks, so that parents and pupils can travel to school using active means without concerns over travel time or road danger.

The location of the schools will ensure that each neighbourhood is served by its own primary school within walking distance of households. The secondary school will have a wider catchment that covers not just CGC but potentially areas beyond the site boundary depending on pupil/parent preferences and choice.

Due to its central location, the all-through school will be designed to enable community use of facilities on-site (via a Community Use Agreement with the future school operator).

In line with ECC requirements, each OPA will submit a Land Compliance Study for each school site located within the OPA boundary. This will be undertaken to ensure that the sites identified within the masterplans are suitable and deliverable for education purposes.

PROCESS FOR DELIVERY

Whilst the process for delivering each of the schools on-site is subject to further review, it is expected to involve the following stages in close consultation with ECC:

- Agree the size, location and servicing requirements of each site at the OPA stage and secured via the S106 agreement;
- Occupation triggers will be agreed and inputted within in the IDP, with ECC, for when the school sites needed to be handed over;
- In accordance with the agreed trigger for delivery, ECC will be provided with a serviced site which will be prepared to meet the standards set out in ECC's Developers' Guide to Infrastructure Contributions (2020) or any other relevant successor document;
- ECC will then take forward the design and construction of the school in question and submit separate full planning applications and reserved matters applications to CCC;
- A developer Education Contribution will be paid to ECC which will also be linked to housing occupations as set out in the most up to date IDP.

Further information on the process for delivering schools is set out in ECC's Garden Communities and Planning School Places document

This process will be established as part of future Site Specific S106 agreements, which will be agreed as part of the OPAs. The detailed design of the schools at RMA stage will include matters such as secure access, cycle parking, green spaces, biodiversity enhancements, the material of the buildings and the internal layout.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Location of land for schools	✓			✓
Land Compliance Study	✓			✓
Design and Delivery of School		✓*		
All Through School Shared Use Facilities	✓			✓
Education Contributions	✓			✓
Planning Policy	Policy S9, S10, SGS6 & DM20			
Evidence Base	Education Technical Appendix			

Note: *further detail on the potential delivery process for each school is set out in more detail in the supplementary text below.*
** Schools to be delivered by Essex County Council.*



GUIDING FRAMEWORK PRINCIPLES :

EMPLOYMENT

“ OBJECTIVE

Provide high quality, amenity-rich employment space that serves the emerging local and wider population and accommodates a range of uses to facilitate a self-sustaining and mixed-use Garden Community, minimising the need for external travel. ”









GUIDING PRINCIPLES

1. Provide a mix of employment spaces for small, medium and large businesses, and the potential for multiple users including expanding businesses, SMEs and start-ups.
2. Provide flexible floorspace that can respond to changing economic drivers and demands for different technologies over time.
3. Deliver high quality buildings and spaces, including attractive amenity space co-located alongside other facilities, to create a healthy and sustainable working environment.
4. Locate employment provision at accessible and sustainable locations across the Garden Community, connected by safe pedestrian/cycle routes and public transport corridors, to encourage more sustainable patterns of movement.
5. Deliver energy-efficient buildings that are constructed with a fabric first approach, incorporating renewable energy technologies where possible, and that make provision for EV Charging and battery storage (where feasible).
6. Provide ‘Superfast’ broadband connection to all homes and businesses to meet the needs of a range of behavioural work patterns across different commercial sectors including home and flexible working arrangements.

GUIDING FRAMEWORK PRINCIPLES : EMPLOYMENT



By providing a variety of different opportunities for employment the development will support the economic success of not only the Garden Community, but also the wider Chelmsford area. By providing a variety of flexible employment Hubs CGC will, as much as possible, support a reduction in private vehicle movements and help create a sense of local identity and healthier happier communities.

Amount of Floorspace

Policy SGS6 allocates 45,000sqm of high-quality office/business park employment floorspace, with the prospect for an Innovation Park that could attract leading businesses in the Research and Development, and High Technology sectors. This allocation would deliver over 80% of the City Council's employments provision across the current Local Plan period.

The Evidence Base Employment Space Summary demonstrates that there is capacity for around 57,000sqm of dedicated employment floorspace within the three Employment Hubs. This will be supplemented by around 9,700sqm of non-residential commercial, employment and community floorspace in village centres to support the local economy. Around 9.2 hectares of land is allocated for dedicated employment use across two main hubs of a similar size, and smaller scale flexible employment hub north of the existing Channels Complex.

The proposed Employment Hubs will complement the existing and emerging employment areas at Regiment Business Park, Beaulieu Square, Beaulieu Exchange and Beaulieu Railway Station Hub to ensure CGC will contribute significantly to the economic growth of the City.

Use and Location of Floorspace

A balance of provision will be achieved to address both the strategic employment offer and local functions providing jobs close to where people live that will make an important contribution to delivering placemaking and sustainability.

Flexibility and adaptability will be important characteristics for the provision of employment uses as business and market needs change and evolve. Flexibility will be required to address:

- Change over time: provide a 'ladder' of premises with reference to size and price point, to retain businesses as they grow – provide for start-ups, grow-on space and larger footprints for established Businesses.
- Change between uses: provide adaptability within buildings.
- Choice of premises: from serviced plots to completed buildings of different sizes, for lease and purchase.
- Temporary uses: the long-term phasing of the CGC is likely to create a need for temporary uses to be accommodated.

Despite the need for flexibility, it will also be important to secure the long-term use of sites for employment. This would be secured through the use of appropriately worded planning conditions.

The potential use types and location of the key employment locations are as follows and as identified on the Illustrative Masterplan in Section 5.

CGC Innovation Hub

The CGC Innovation Hub (4.79ha) could target the office/high tech sectors, as well as other key growth areas such as creative, digital, media and, business and professional services. Locating the Innovation Hub on Essex Regiment Way would concentrate higher employment density uses close to the primary road network and public transport services. This high-profile location at one of the gateways to the CGC will be important in attracting future occupiers within the parkland setting of Channels Discovery Park. Based on the Employment and Village Centre Uses Space Summary this could accommodate around 39,940sqm of employment floorspace.

Willow Hill Employment Hub

Concentrating 'last mile' logistics activity at the Willow Hill Employment Hub (3.89ha) would help create critical mass and the benefits that arise from clustering. The Northern RDR and CNEB would provide accessibility to the strategic highway and rail networks, enabling the hub to integrate with the wider economy of the East of England. The strategic location could enable the transition of goods to more sustainable last mile delivery vehicles to CGC and the wider City. Based on the Employment and Village Centre Uses Space Summary this could accommodate around 15,566sqm of employment floorspace.

Channels Employment Hub

Part of the Channels Village Extension, the Channels Employment Hub (0.51ha) will take the form of a small collection of barns ideal for small business or co-working spaces. Based on the Employment and Village Centre Uses Space Summary this could accommodate around 1,440sqm of employment floorspace.

Village Centres

The four Village Centres will support the local economy and provide a range of retail, leisure, commercial, arts, cultural, community, healthcare, education, and employment floorspace. Based on the Employment and Village Centre Uses Space Summary the four villages could accommodate around 9,757sqm of flexible non-residential village centre uses. This could accommodate around 250 to 500sqm of co-working and small-scale workspace hubs in each village. This would support small-scale business in a sustainable location and could be particularly important to support the predicted increase in home working.

The final quantum and location of employment floorspace will be established by the Stage 2 Masterplan OPAs, whilst the detailed design will be delivered as part of subsequent RMAs.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Amount and location of employment land	✓		✓	
Detailed Design		✓	✓	
Retention of employment uses		✓	✓	
Planning Policy	Policy S6, S8, SGS6, DM4,			
Evidence Base	North East Chelmsford Garden Community Employment Study. Chelmsford Industrial Market Report, BNP Paribas Real Estate. Chelmsford Garden Community Employment Space Summary.			

GUIDING FRAMEWORK PRINCIPLES :

STEWARDSHIP

OBJECTIVE

Facilitate and implement governance structures that provide for and sustainably fund the long-term management of the Garden Community, ensuring residents have ownership over decision-making, and place-keeping whilst facilitating creativity, health and well-being and generating community spirit to foster a sense of pride and belonging.

GUIDING PRINCIPLES







1. Establish a robust and sustainable stewardship structure early on in the planning and delivery process, following appropriate consultation as part of the preparation of the outline planning applications, to ensure that they have a key role in the delivery of new communities from the start.

2. The newly formed Chelmsford Garden Community Council through their role within the proposed Stewardship Steering Group will have a defined remit in stewardship across the whole garden community area to foster collaboration, create accountability, provide consistency and ensure that residents have a say in what happens in their communities.

3. A single not-for-profit stewardship body has or will be formed to work in partnership with the Community Council to provide a coordinating role to Stewardship, place making and Community Development and deliver the garden community's Vision. This Stewardship Body could include a defined role for the Community Council. This Single Stewardship Body could include different commission different facilitators to manage and maintain the public spaces and community assets within the Garden Community. ensuring they thrive beyond the construction period and contribute to the sense of place.

4. The stewardship body) will be funded through a blend of income-generating assets and resident service charges but these will be minimised and capped as appropriate.

5. The Planning Framework Agreement (PFA) will require all developers to comply with the above stewardship principles, produce stewardship statements and business plans, and work in partnership with the relevant local authorities to create a sustainable and collaborative approach to stewardship through a new working group.







GUIDING FRAMEWORK PRINCIPLES : STEWARDSHIP

It is critical that long term management and stewardship is considered early in the planning of CGC and hardwired into delivery, financial and governance arrangements. If it is left until late on, there is the risk that a patchwork of management and maintenance approaches to the various public assets within the community could arise, with varying approaches to funding in order to be self-sustaining in the long term.

Putting in place robust structures and approaches to funding to secure long term stewardship is one of the core TCPA Garden City Principles. Outline Planning Applications will therefore put in place sustainable long-term arrangements for funding, management and maintenance of public spaces as well as community assets and will be an important aspect of the approach to place-keeping for the Garden Community. A consistent approach to stewardship and place-keeping will be established across the Garden Community. Currently however this will not include the existing development at Channels and Beaulieu. This will be secured through obligations set out within Site Specific Section 106 Agreements for each OPA Area. The proposed stewardship framework is set out below:

CHELMSFORD GARDEN COMMUNITY COUNCIL

As part of the City Council's Community Governance Review it was recommended that a new Parish Council be formed for Chelmsford Garden Community which also includes the existing neighbourhoods of Beaulieu and Channels. Following a 'shadow' period, Chelmsford Garden Community Council (CGCC) will formally come into being in April 2023.

The formation of CGCC provides an exciting opportunity for the new Council to be at the heart of the garden community's stewardship projects in particular providing an accountable and democratic body to have a formal role in stewardship and community development across the garden community taking responsibility for the running of the community centres.

NEW STEWARDSHIP BODY

A new not-for-profit Stewardship Body will work in partnership with could include a defined role in the Community Council to foster and this Body could collectively coordinate place-making and Community Development and provide a coordinating role.

This Stewardship Body could commission different could include different facilitators to manage and maintain the greenspaces and other public realm and potentially also other community spaces and facilities. However, the overall Stewardship Body will cover the whole of Chelmsford Garden Community (excluding Beaulieu and Channels unless otherwise agreed by the respective entities). The new body will need to be established and resourced before the occupation of the first home.

FUNDING

The new stewardship body will be funded through a blended approach. This will include the transfer from developers of income-generating assets, the detail of which will be determined through the OPAs. Resident service charges will also form part of the funding package, but these will be minimised and capped as appropriate. To secure the service charges, or other agreed funding systems, mechanisms will be used by developers that include legal covenants in plot purchasers' deeds. Covenants will also be used to cover matters such as the upkeep of front gardens and property alterations.

Obligations or financial contributions from section 106 legal agreements will also fund the stewardship management process.

STEWARDSHIP STATEMENTS AND BUSINESS PLANS

Putting in place robust structures and approaches to funding to secure long term stewardship is one of the core TCPA Garden City Principles. OPAs will therefore be required to put in place sustainable long-term arrangements for funding, management and maintenance of public spaces as well as community assets and will be an important aspect of the approach to place-keeping for the Garden Community. The proposed process for this will be set out within a Stewardship Statement submitted at OPA stage.

Business Plans will need to be submitted that provide the scope, specification and cost of stewardship activities undertaken by the new Stewardship Body and the proposed income sources to deliver them. This will include revenue from income generating community assets, and resident service charges.

GARDEN COMMUNITY STEWARDSHIP STEERING GROUP

A formal governance structure will be established with oversight for the whole Garden Community to ensure appropriate common collaborative arrangements are in place. The Chelmsford Garden Community Council will have a key role in the Steering Group.

The Stewardship Steering Group will have key oversight role in steering and advising the Stewardship Body() on strategic decisions and facilitating linkages between the new community and the wider area alongside the existing management arrangements at Beaulieu and Channels. The Chelmsford Garden Community Council will form a key role as part of the Steering Group

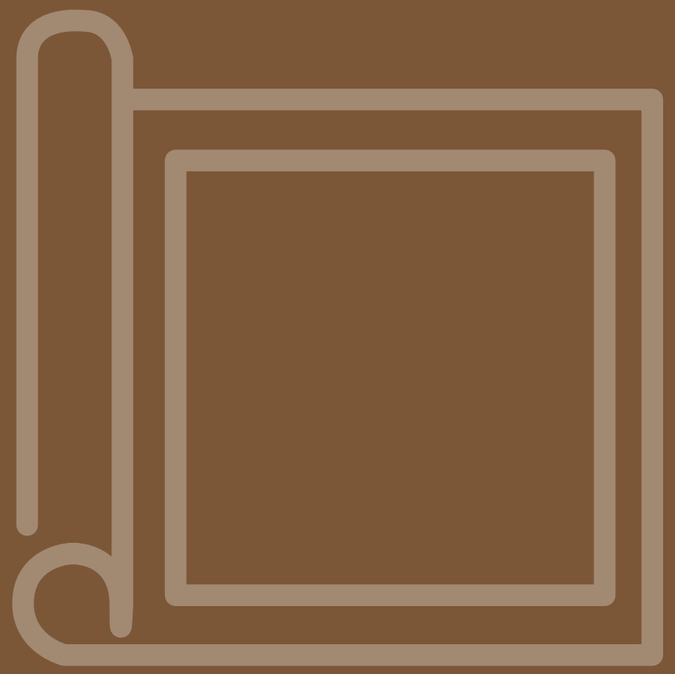
Such a group could also include members of the local community,, City and County Councils, the developer Consortium, and other local residents, resident groups and stakeholders. The requirement, scope and form of the working group will be outlined specified in the Planning Framework Agreement.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Stewardship Statement	✓		✓	
Stewardship Body set up implementation	✓			✓
Site Wide Stewardship Steering Group	✓			✓
Planning Policy	Policy S10			


150 PARKING SPACES
SPORTS HUB: 5.45HA
SPORTS HUB: 7.36HA
Community Gardens
SPORTS HUB: 4.49HA
Community Gardens
Community Gardens
INCIDENTAL SPORT: 0.05HA
Community Gardens
INCIDENTAL SPORT:

07.

FRAMEWORK PARAMETER PLANS



FRAMEWORK PARAMETER PLAN
LAND USE AND ACCESS PLAN

FRAMEWORK PARAMETER PLANS AND DEVELOPMENT SPECIFICATION

This section sets out two Framework Parameter Plans (FPPs) which have informed the Illustrative Masterplan in Section 5 and are the first stage in defining the individual development plots within the Garden Community area and set the broad framework to inform the OPAs for the Stage 2 Masterplan.

The FPPs have been informed by baseline assessments of the site's context and its constraints, the Guiding Framework Principles and associated Evidence Base Documents.

The two FPPs are as follows:

(a) Land Use and Access
(b) Green Infrastructure

The FPPs will be used to guide the future Stage 2 Masterplan which will be the subject of more detailed assessment and testing through, for example, the Environmental Impact Assessments. As such the alignment of Land Use boundaries and access routes will be subject to further urban design and engineering considerations as more information and knowledge becomes available through the OPA and RMA stages. Therefore the layouts should be considered indicative at this stage with precise quantums of land for each use and Green Infrastructure to be agreed within the parameter plans and Stage 2 masterplan at the OPA stage.

LAND USE AND ACCESS FRAMEWORK PARAMETER PLAN

The Land Use and Access Framework Parameter Plans (LUAFPP) quantifies land uses and establishes indicative alignments of primary elements of the movement network.

Development Specification

The LUAFPP allocates the following indicative quantum of land for each land use:

- 164.3 ha of residential land;
- 9.8 ha of mixed-use village centres;
- 9.2 ha of employment land;
- 17.8 ha of education land (three primary and one all-through school).



Note: *Land use boundaries and the alignment of indicative routes within the site will be subject to urban design and engineering considerations as part of Outline Applicaitons and the approval of reserved matters.*

FRAMEWORK PARAMETER PLAN

LAND USE AND ACCESS PLAN

FRAMEWORK PARAMETER PLAN
GREEN INFRASTRUCTURE PLAN

GREEN INFRASTRUCTURE FRAMEWORK PARAMETER PLAN

The Green Infrastructure Framework Parameter Plan(FPP) differentiates between the different green infrastructure (i.e. Destination Parks, greenways, woodland areas, formal sports facilities, allotments and community gardens and natural green space).

For the purpose of this plan, Green Infrastructure (GI) is defined as *"the network of natural and semi-natural spaces and corridors in a given area. These include open spaces such as parks and public gardens, but also allotments, orchards, woodlands, fields, hedges, lakes, playing fields, footpaths, cycle routes, water courses and private gardens. GI is not limited to traditional green spaces, but can include various interventions to thread nature into streetscapes, or provide corridors of connectivity between the GI and heritage features (assets). Green Infrastructure is defined by its multifunctionality and can deliver a range of benefits to people, as well as biodiversity and landscape."*



Note: *Land use boundaries and the alignment of indicative routes within the site will be subject to urban design and engineering considerations as part of Outline Applicaitons and the approval of reserved matters.*

**to be agreed at OPA and RMA stages.*

50% of the Garden Community site coverage will be Green and Blue Infrastructure (GBI) based on the total publicly accessible areas, as per the Green Infrastructure FPP, plus an assumption that 34% of the developable areas will include on plot GBI, which includes private gardens and green roofs in accordance with Garden City Standards*.

DEVELOPMENT SPECIFICATION

The Green Infrastructure FPP allocates the following indicative quantum of land for GI as follows:

- 83ha of amenity green space and Greenways
- 4ha of allotments/community gardens;
- 17.3ha of formal sports facilities;
- 34.7ha of proposed key areas of woodland
- 150.1ha of Destination Parks (including sports hubs, woodland and wetland)

* Garden City Standards for the 21st Century: Practical Guides for Creating Successful New Communities - Guide 7 Planning for Green and Prosperous Places. TCPA (2017, revised 2018)

FRAMEWORK PARAMETER PLAN

GREEN INFRASTRUCTURE PLAN

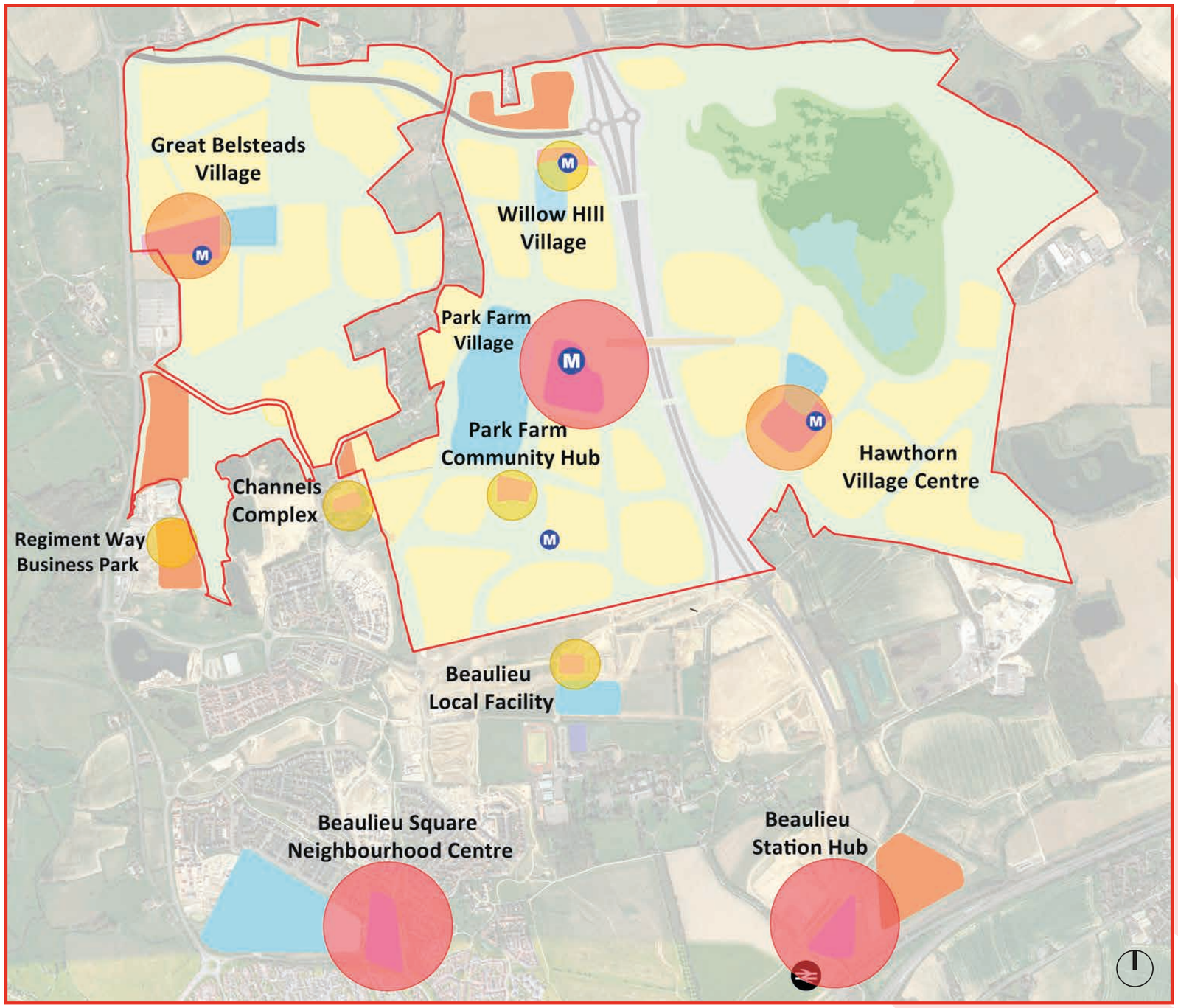


08.

CHARACTER AREAS

CHARACTER AREAS

VILLAGE CENTRES HIERARCHY DIAGRAM



The CGC Illustrative Masterplan shows an array of village centres and hubs, each with its own character, size and mix of uses and each with a key role to play in the overall hierarchy of the new community.

Park Farm Village Centre will be the principal centre and will play the same role as Beaulieu Square and Beaulieu Station Hub to the south. These three principal centres will be supported by two secondary centres at Great Belsteads Village and Hawthorn Village.

There will then be smaller hubs at Willow Hill Village, Park Farm Community Hub, Beaulieu Local Facility, Regiment Way Business Park and Channels Complex.

Park Farm Village is in the geographical centre of CGC and is an optimum location on the crossroads of all key bus routes and major Primary Travel Routes making it the most sustainable and connected location within CGC.

Willow Hill Village serves the Employment Area to the north of the Northern RDR as well as the travelling showpeople site and Dukes Wood Sports Hub to the west.

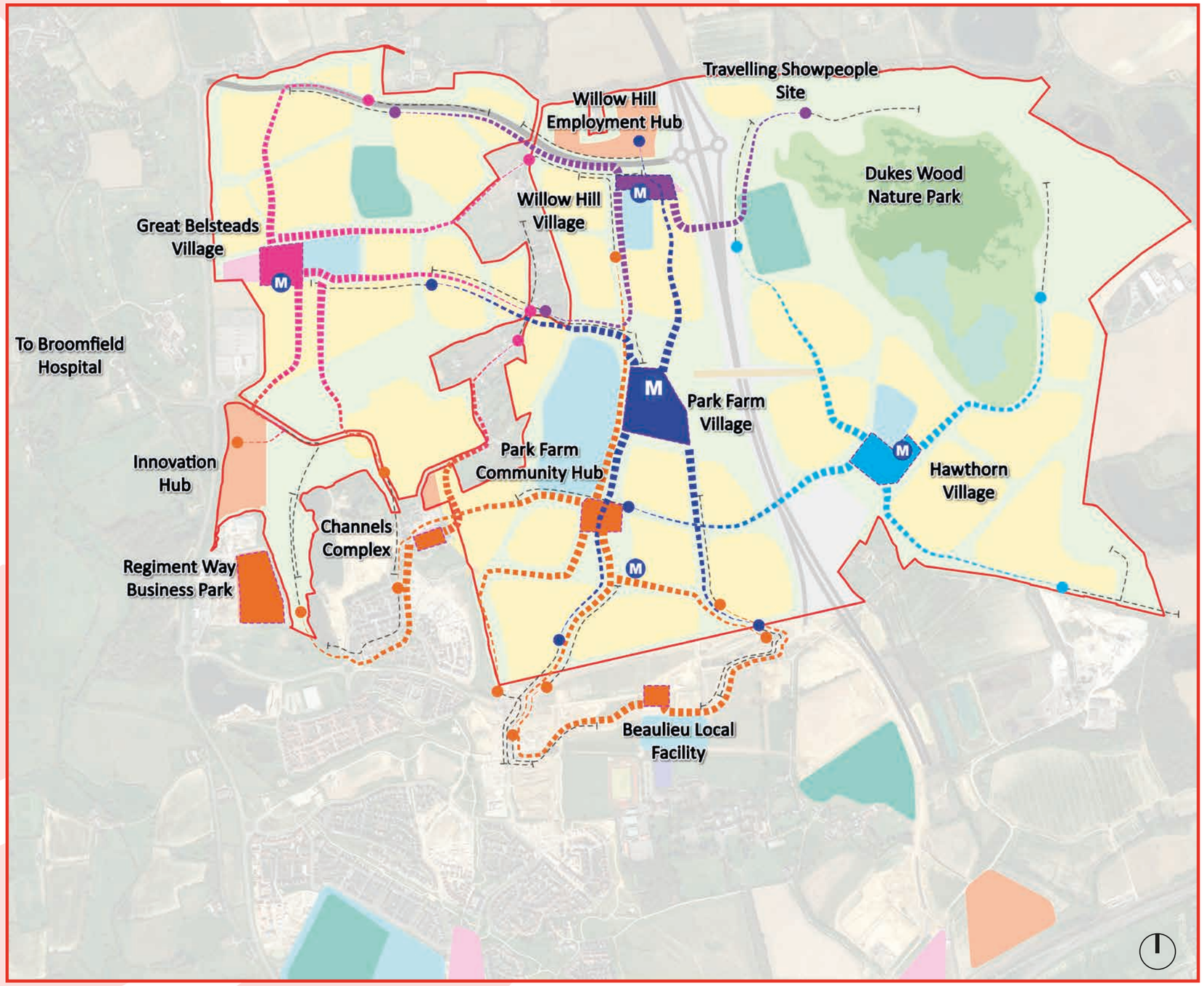
Each of the Village Centres plays an important role in the overall strategy for CGC, making it a diverse and vibrant place that offers a variety of choices and caters to everyone's needs.

Key

- Principal Centre
- Secondary Centre
- Tertiary Centre

CHARACTER AREAS

VILLAGE CENTRES ACCESSIBILITY



A key principle enshrined in the DFD is the implementation of the 15 minute Village concept, that is to say a maximum 15 minute journey to all your daily needs whether shops, work, leisure or schools. The adjacent diagram shows how this has been achieved and illustrates that over 95% of homes are conceivably within a 10 minute walk (800m) from a neighbourhood centre.

Key

- Proposed educational area
- Proposed centres and local facilities
- Sports and recreational facilities
- Employment area
- Developable area
- North East Bypass & Northern RDR Corridor
- Indicative 10 (800m based upon the average person's walking speed)
- Additional 5 minute walk (total 15)
- Mobility Hub

CHARACTER AREAS

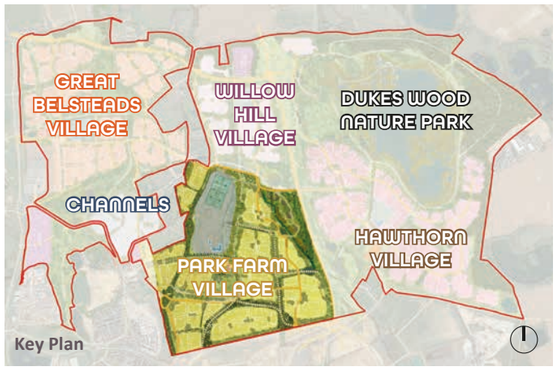
PARK FARM VILLAGE

Park Farm Village is the principal village centre of CGC. Strategically located at the centre of the masterplan, the village centre houses a selection of shops, cafes and commercial space set around a public square. This mix of uses will service the day to day needs of the local community.

The main entrance of the All-Through School is accessed from the square. A landscaped Greenway links the village centre to the historic cluster of Park Farm buildings. Park Farm is to be refurbished and redeveloped as a community facility. The village centre will include a primary mobility hub, featuring bus stops, access to e-scooters and cycle hire, and supplementary uses.

The eastern edge of the Village Centre is bounded by Park Farm Meadows and Park Farm Brook. Homes along this edge take advantage of views over the landscaped ponds and swathes of tree planting.

Density Strategy:
Density of development increases around the village centre with 4 to 5 storey apartment buildings forming the core. Towards the edges of the village centre homes take the form of 2 to 3 storey townhouses. In the outer edges of the village density gradually decreases. Further information on densities can be found in the Density and Character Section.



Left:

01 Aerial View of the Village Centre from the North

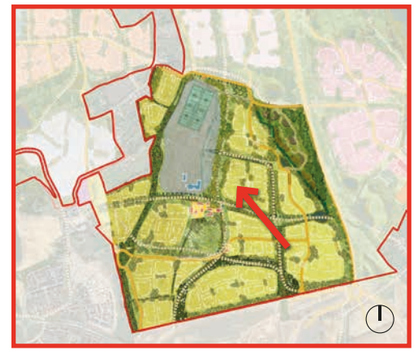
Key

1. Key feature buildings punctuate the arrival into Park Farm Village from the north
2. A substantial public square forms the heart of Park Farm Village
3. A pedestrian and cycle boulevard links the Village Centre with the retained Park Farm

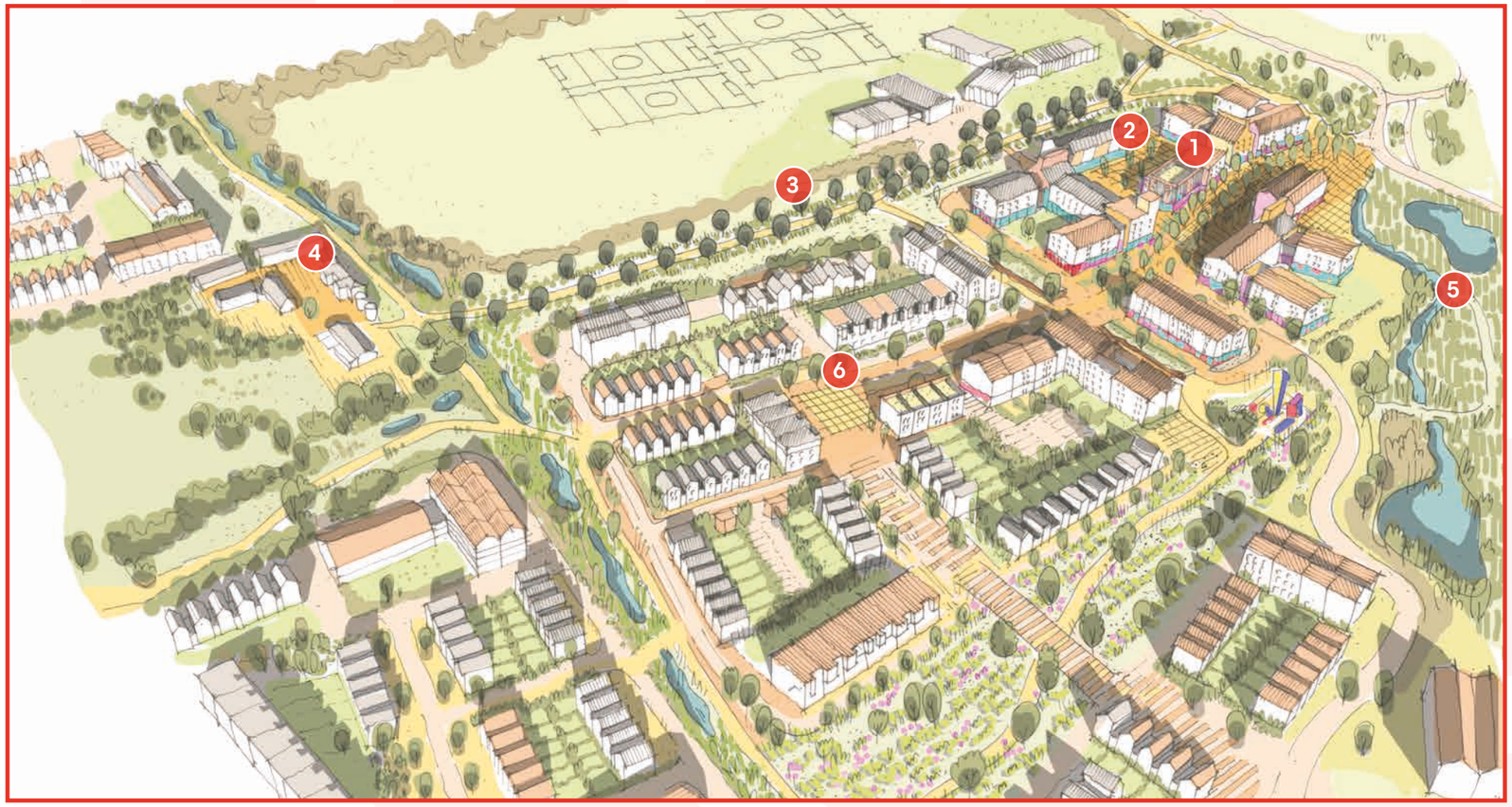
Below:

02 Aerial View of the Village Centre from the Southeast

4. The Park Farm buildings are reconditioned into a Community Hub
5. Park Farm Meadows frames the eastern side of the Village Centre
6. The central spine of the Village Centre is concieved as a series of public spaces



Key Plan: Aerial Viewpoints



CHARACTER AREAS

PARK FARM VILLAGE



Plan:

Illustrative Plan of the Village Centre

Key

1. Village Square
2. All-Through School
3. Park Farm Meadows
4. Park Farm Brook
5. The Ride - Heritage Trail
6. Park Farm Community Hub
7. Pedestrian & Cycle Boulevard
8. Sports Pitches
9. Primary Mobility Hub
10. Domsey Lane
11. CNEB

All-Through School

Apartment buildings with mixed uses at ground floor

Park Farm Village Centre will provide:

- Medical centre
- Sports facilities
- Primary mobility hub
- All Through School
- Flexible community facilities
- Stewardship office
- Parish Hall
- Co-working space
- Wayfinding & Info
- Retail and grocery schopping
- Public Square
- Restaurants and cafes

CHARACTER AREAS

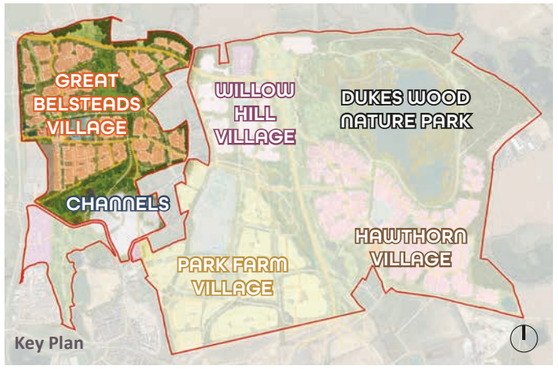
GREAT BELSTEADS VILLAGE

Great Belsteads Village announces the entrance into Chelmsford Garden Community from Essex Regiment Way. The threshold into the Garden Community takes the form of a landscaped arrival space - a transition space that sets the tone for the new neighbourhood through blue and green infrastructure.

Great Belsteads Village centre is slightly smaller than that of Park Farm Village. The majority of the shops, cafes, commercial and community spaces are located around a small car free village square.

The square also serves as the main entrance to the primary school. This positioning has the added benefit of separating the school building from the surrounding roads. Safe and peaceful walking and cycling routes to the school and village centre are incorporated into surrounding Greenways and pedestrian prioritised shared surface streets. The broad greenway to the southern boundary has the additional benefit of separating the road from the school site. A secondary mobility hub located at the centre of the village, with direct access to the Chelmer Valley Park and Ride makes getting about even easier. One of the most distinctive features of Great Belsteads Village is Channels Discovery Park which forms its southern and eastern boundaries.

Density Strategy:
The village centre is comprised of four to five storey apartment buildings around the village square. Regular, dense, gridded streets of three storey townhouses provide the critical mass of density for a lively community heart. Further information on densities can be found in the Density and Character Section**.**



Below:

01 Aerial View of the Village Centre from the South

Key

1. A landscaped entrance area creates a sense of arrival at CGC
2. Shops, cafes and community facilities open out onto a car free landscaped public square
3. The primary school is also accessed from the square creating a safe and peaceful arrival space
4. The secondary mobility hub is conveniently located in the heart of the village centre with easy access to the Park and Ride
5. Greenways surround the school providing safe, car-free routes to the primary school
6. The public square is designed to be a pedestrian friendly area with raised road tables and planting to calm traffic



GREAT BELSTEADS VILLAGE



Plan:

Illustrative Plan of the Village Centre

Key

1. Village Square
2. Primary School
3. Secondary Mobility Hub
4. West entrance from Essex Regiment Way
5. Greenway
6. Pedestrian priority shared surface street
7. Landscaped buffer to school boundary
8. Landscaped entrance area
9. Terraces of townhouses and small apartment buildings
10. Land reserved for Park & Ride extension
11. Chelmer Valley Park & Ride
12. Channels Discovery Park
13. Traffic calmed public square
14. Potential access points to Park & Ride

Primary School

Apartment buildings with mixed uses at ground floor

Pedestrian bridge

Great Belsteads Village Centre will provide:

- Wayfinding & Info
- Primary School and Nursery
- Restaurants and cafes
- Community Facilities
- Secondary mobility hub
- Retail and grocery schopping
- Public Square
- Community Centre
- Co-working space

CHARACTER AREAS

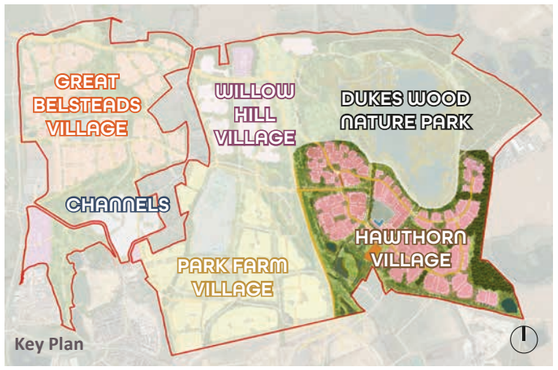
HAWTHORN VILLAGE

Hawthorn Village is the gateway to Duke's Wood Nature Park. The wetland habitat environment of the Nature Park is welcomed into the streets at the northern end of the village. Swales and green spaces in the surrounding streets draw the atmosphere of the wetlands into the residential neighbourhoods.

Greenways link the Nature Park directly to the village centre, promoting walking and cycling out into the various trails around the park. The heart of the village centre is a small village square activated with shops, cafes and commercial uses to cater to everyday needs. Forming the other side of the public space is a primary school.

The heritage assets of the former Boreham Airfield - the T2 Hangar and the Romney hut are, if possible, to be retained

Density Strategy:
Hawthorn Village is a secondary village centre. A grouping of three and four storey apartment buildings form the centre. Quickly the density reduces to terraced streets. Outside of the village centre lower densities and closer to the lake lower densities might be expected. Further information on densities can be found in the Density and Character Section.

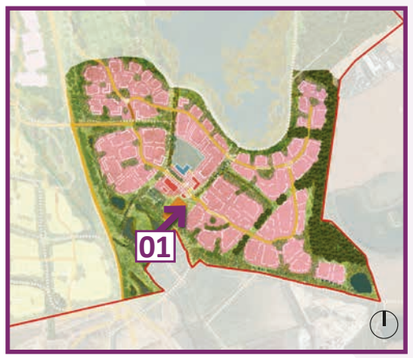


Right:

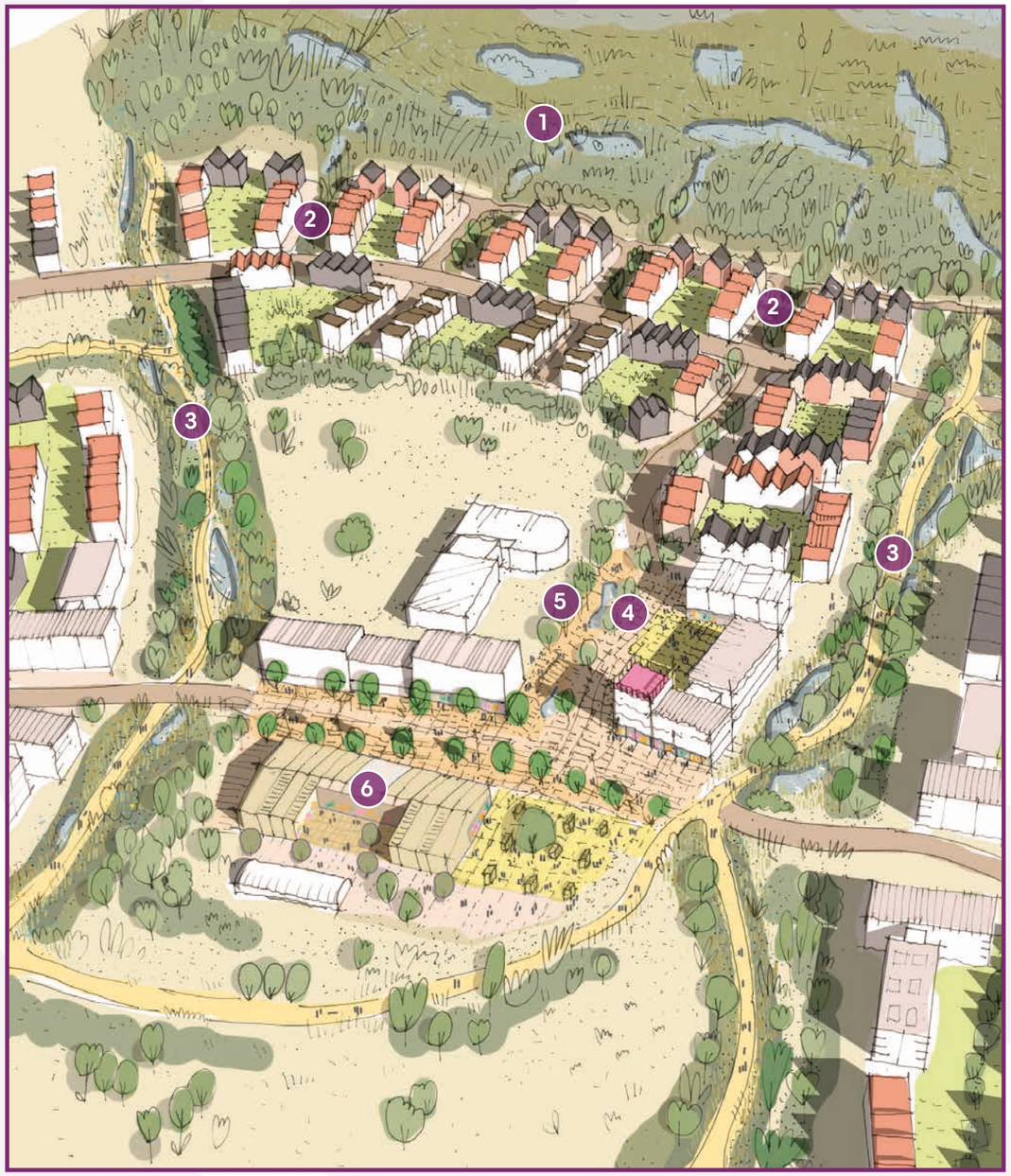
01 Aerial View of the Village Centre from the Southwest

Key

1. Duke's Wood Nature Park informs the character of Hawthorn Village
2. Wetland environments are directed into the surrounding streets
3. Greenways allow the Nature Park to be brought into the Village Centre
4. The pedestrianised Village Square features shops, cafes and community spaces
5. The traffic free school entrance is off the square too
6. Existing Hangar refurbished if possible and practical. If not possible then new structures and spaces will designed to recall the existing hangar.
7. Existing Romney Hut refurbished if possible and practical.



Key Plan: Aerial Viewpoint



CHARACTER AREAS

HAWTHORN VILLAGE



Plan:

Illustrative Plan of the Village Centre

Key

1. Village Square
2. Primary School
3. Greenway
4. Village Green
5. Swale streets leading to Duke's Wood Wetland
6. Secondary Mobility Hub
7. Attenuation pond area for Chelmsford North East Bypass (CNEB)
8. Duke's Wood Nature Park
9. Retention or Interpretation / Memory of the Hangar

Primary School

Apartment buildings with mixed uses at ground floor

Hawthorn Village Centre will provide:

- Secondary mobility hub
- Retail and grocery schopping
- Restaurants and cafes
- Co-working space
- Wayfinding & Info
- Community Facilities
- Primary School and Nursery
- Public Square

CHARACTER AREAS

CHANNELS COMPLEX EXTENSION

Channels Complex Extension is seen as a complementary addition to the existing Channels Village and a continuation of the character of the Channels neighbourhood.

The new employment hub takes the form of a small collection of barns surrounding a modest landscaped square. The barns will be ideal for small businesses or co-working spaces. The square will connect to the proposed orchard as a series of public spaces. To the east of the orchard, a crescent space directs the walking and cycling routes down the greenway to Park Farm.

Homes facing onto Pratt's Farm Lane and Domsey Lane will be sensitively designed to respect the character of the existing country lanes.

New homes in the Channels Complex Extension will respond to the character of the historic lanes and farm buildings as well as the more recently built homes in the area. The new development will continue to combine pocket parks and squares within the neighbourhoods as well as more extensive parkland on the doorstep.

Density Strategy:
Channels Complex extension will continue with a similar density to the earlier phases of the village. Low rise, medium density will be introduced to respect the setting of the heritage farmsteads in the village centre. Densities around the green edges could decrease. Further information on densities can be found in the Density and Character Section**.**



Existing Channels Complex



Existing Channels Complex



Existing Channels Complex



Existing Beaulieu Complex



Existing Channels Complex

CHANNELS COMPLEX EXTENSION



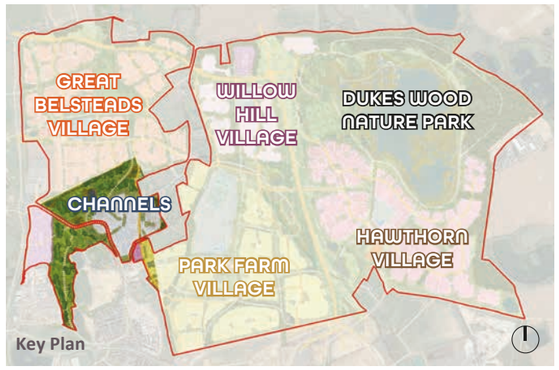
Plan:

Illustrative Plan of the Village Centre

Key

1. Channels Village Centre
2. Channels Employment Hub
3. Channels Orchard
4. Greenway to Park Farm
5. Channels Discovery Park
6. Vehicle entrance from Channels
7. Channels Phase 6 (under construction)
8. Pratts Farm Lane - active travel route
9. Village Green
10. Domsey Lane

Existing buildings



Channels Complex provides:

- Restaurant and cafe
- Hotel
- Co-working space
- Wedding venue

CHARACTER AREAS

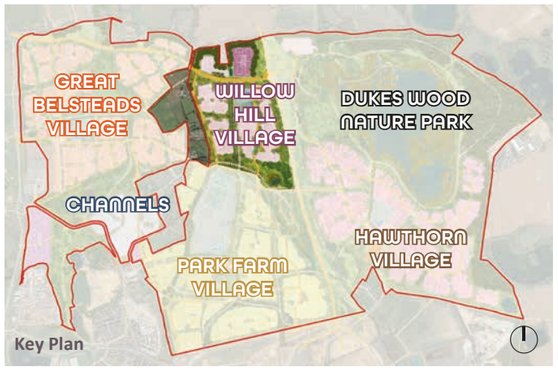
WILLOW HILL VILLAGE

Willow Hill Village lies east of Domsey Lane, and adjacent to the deep landscaped buffer that will define the western edge of the future Chelmsford North East Bypass. It will be connected to Dukes Wood Nature Park by one of the principal crossings over the bypass corridor.

The mixed use centre of the Village is envisaged as of a height and density that will provide a strong and protective edge towards the road junction, sheltering the public square and Primary School entrance to the immediate south-west.

The smallest of CGC's village centres, the village square is designed to accommodate a cluster of shops and amenities to serve the local population as well as workers from the employment area across Northern RDR. The employment area is located to take advantage of the direct connections to the North East Bypass. This relationship would be ideal for distribution or light manufacturing uses.
Willow Hill Village is well served by a central greenway. The connection promotes active travel to and from the village centre from the rest of the Garden Community.

Density Strategy:
The village itself is formed from a dense network of two to three storey terraces, raising up to four storeys around the village square. The terraces closest to the Bypass are orientated to reduce views over the road and further screened by a planted buffer to the road edge. Further information on densities can be found in the Density and Character Section.



Key Plan

Below:

01 Aerial View of the Village Centre from the North

Key

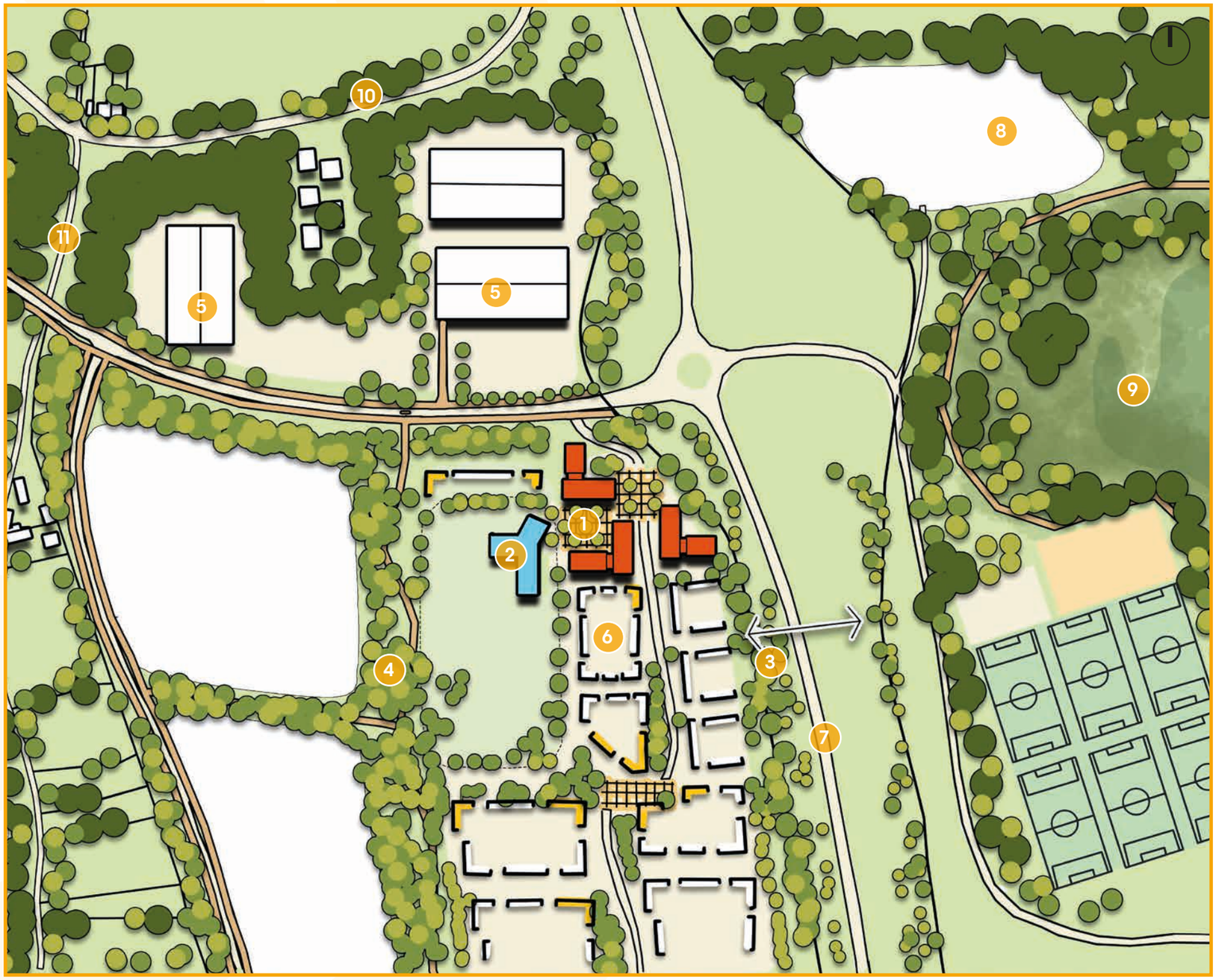
1. A strong landscaped buffer provides screening to the Village Centre from CNEB
2. Apartment buildings are laid out to frame the public square as well as further shelter from the road junction
3. The Primary School is accessed from the car free landscaped square
4. The central Greenway spine connects the Village Centre to Park Farm Meadows
5. Access to Duke's Wood Nature Park is via the pedestrian and cycle crossings at the adjacent road junction



Key Plan: Aerial Viewpoint

CHARACTER AREAS

WILLOW HILL VILLAGE



Plan:

Illustrative Plan of the Village Centre

Key

1. Village Square
2. Primary School
3. Landscaped buffer to NE Bypass
4. Greenway
5. Willow Hill Employment Hub
6. Terraces of townhouses and small apartment buildings
7. Chelmsford North East Bypass
8. Travelling Show People Site
9. Dukes Wood Nature Park
10. Cranham Road
11. Domsey Lane

Primary School

Apartment buildings with mixed uses at ground floor

Pedestrian bridge

Willow Hill Centre will provide:

- Local retail
- Wayfinding & Info
- Secondary mobility hub
- Primary School and Nursery
- Restaurants and cafes
- Public Square

CHARACTER AREAS

WILLOW HILL EMPLOYMENT HUB

EMPLOYMENT HUB

The Employment Hub provides a new high quality, logistics and technology focussed business in Chelmsford. A variety of employment opportunities will be provided to allow people to both live and work at Chelmsford Garden Community. By providing a range of unit sizes on site, new businesses will have the space they need to develop and grow over time. With secure grounds it will be located close to the key facilities within the Willow Hill village centre.

Key layout principles

- Relatively formal, generally orthogonal groupings of buildings, defining courtyard spaces varying in both size and shape with high-quality landscape.
- Simple forms, inspired by large rural buildings, with contemporary detailing.
- Buildings are dual aspect, with views to the village centre and Cranham Road/Domsey Lane.
- Carefully landscaped parking areas to the inward facing and side frontages of buildings.
- Buildings maximise active frontage towards the Northern RDR and address the key corner at Northern RDR and North East Bypass junction
- Carefully landscaped shared courtyard with parking and loading areas in front of buildings.
- Appropriate levels of parking provided alongside secure and convenient cycle storage facilities.
- Parking areas broken up with green spaces to accommodate landscape and/or tree planting and minimise visual impact.
- Appropriate Northern RDR crossing to provide a walking and cycle connection to the village centre and the greenway.
- Additional traffic calming measures included within the access roads and parking areas to limit vehicle speeds and encourage pedestrian and cyclist friendly environment.
- The size and location of service areas and waste storage facilities carefully considered and discretely placed to avoid visual intrusion and nuisance from daily use.

Plan:

Illustrative Plan of Willow Hill Employment Hub

Key

1. Employment Hub
2. Village centre
3. Primary School
4. Northern RDR
5. At grade pedestrian and cycle crossing
6. Landscaped parking



CHARACTER AREAS

TRAVELLING SHOWPEOPLE SITE



SITE CHARACTERISTICS

The CGC provides for a 2.02ha site to accomodate nine travelling showpeople plots.

The site is located to the north of the CGC with ready access to the CNEB and the Northern RDR. The site is within easy walking distance of the primary school and facilities at Willow Hill Village (approximately 10 minutes walk) and also Hawthorn Village (approximately 15 minutes walk). Additionally, the site is close to the Dukes Wood Sports Hub and Destination Park and all the leisure benefits on offer.

The site will be designed in consultation with the Guild of Travelling Show People and their guidelines.

CHARACTER AREAS
NORTHERN RDR

The land to the north of NRDR is recognised as having its own distinct character. This is informed by the existing residential properties within this area along Wheelers Hill and nearby Domsey Lane. This area also accommodates a number of Heritage Assets, namely Listed Buildings, whose setting is an initial consideration. The NRDR will require to facilitate safe and convenient access across it to CGV for existing residents and to maintain existing PROWs. The aim is that the development parcels to the north of NRDR utilises this provision, at the rural fringe of CGV.

A range of potential planning uses can be considered for the eastern and western development parcels (1 & 9), as follows;

Net Zero/Passiv Haus
- Zero Carbon/(Passiv Haus) low density housing
- Self-Build Housing
- Senior Living / Retirement Village
- Community Interest Company (CIC) Housing
- Key Worker Housing

Other Acceptable Planning Uses
- Hospice
- Private or Specialist Care (Institutional Use)
- Co-located (Community Land Trust)
- Or suitable uses in combination

This list is not an exhaustive or exclusive list of planning uses and these can be expanded upon, based on the City Council confirming an acceptable development proposal coming forward.

A detailed analysis of the eastern and western parcels north of NRDR will be undertaken in terms of their future development at the OPA stage. This will take account of the following planning considerations:

- Subject to the form and function of the detailed NRDR design, its crossings, access/egress and alignment;
- Heritage Assessment
- Landscape Design/Mitigation
- Meeting Sound Placemaking Objectives/Principles



It is important that any development or range of potential planning uses are undertaken at a lower density that reflect the distinct character of this area north of NRDR, as bordering the rural fringe.

- Low density
- Careful development contained within a distinct landscape setting/ framework
- Respect the setting of nearby heritage assets and existing residential properties
- Ensure ease of connectivity for pedestrians/cyclists across NRDR into Great Belsteads Village and Discovery Park North
- Link into Active Routes south of NRDR, CGV and into Chelmsford City
- Ensure this distinct character area, on the rural fringe and at a gateway of CGV, is considerately developed

The City Council and County will be provided with full information, as detailed above, upon which an informed and evidenced based planning assessment and decision can be taken for any development proposal(s) for the eastern and western land parcels to the north of the NRDR.

CHARACTER AREAS
DOMSEY LANE

Domsey Lane is a tree lined country lane running from Cranham Road in the north to the Channels complex in the south. Originally, a farm lane providing access to the farmsteads along the lane, today the lane is home to around 30 characterful dwellings of varying age and style.

The Masterplan seeks to minimize the impact on the existing community and the character of Domsey Lane whilst creating meaningful links for the surrounding Chelmsford Garden Community.

The northern crossing (crossing No1) is the connection to the future RDR road to the north of the CGC and will be a left in/ left out junction. The centre crossing (Crossing No 2) will be carefully designed to relate to the scale and character of the Lane. Domsey Lane either side of the crossing requires a little widening to create passing spaces but ,where practical, the widening only occurs on one side of Domsey Lane with the aim of retaining as many existing trees as possible. The southern crossing (Crossing No 3) is the connection to the new road which links Great Belsteads with the Channels Complex and beyond.

To ensure that the character of Domsey is retained, traffic will be regularly monitored. If necessary, traffic regulating features will be introduced.

The crossing points have been designed to restrict through movements and therefore retain the character of Domsey Lane in order to protect its character including minimising the amount of Street Furniture. Crossing 2 in particular will not allow cars to pass through or enter Domsey Lane, nor will it allow cars to use Domsey Lane as a route in to the CGC. If at the detailed approval stage any features are proposed to manage traffic flows or speeds, they would be in accordance with the rural nature of the road, but only implemented if they are shown as a requirement due to ongoing monitoring.

In order to maintain access to Domsey Lane during construction, works will be sequenced or arranged in order to ensure that in order to ensure that all users will maintain the ability to access or exist the lane. The details of this will be secured within a detailed Construction Management Plan.



Domsey Lane junction with Pratt's Farm



General character of Domsey Lane



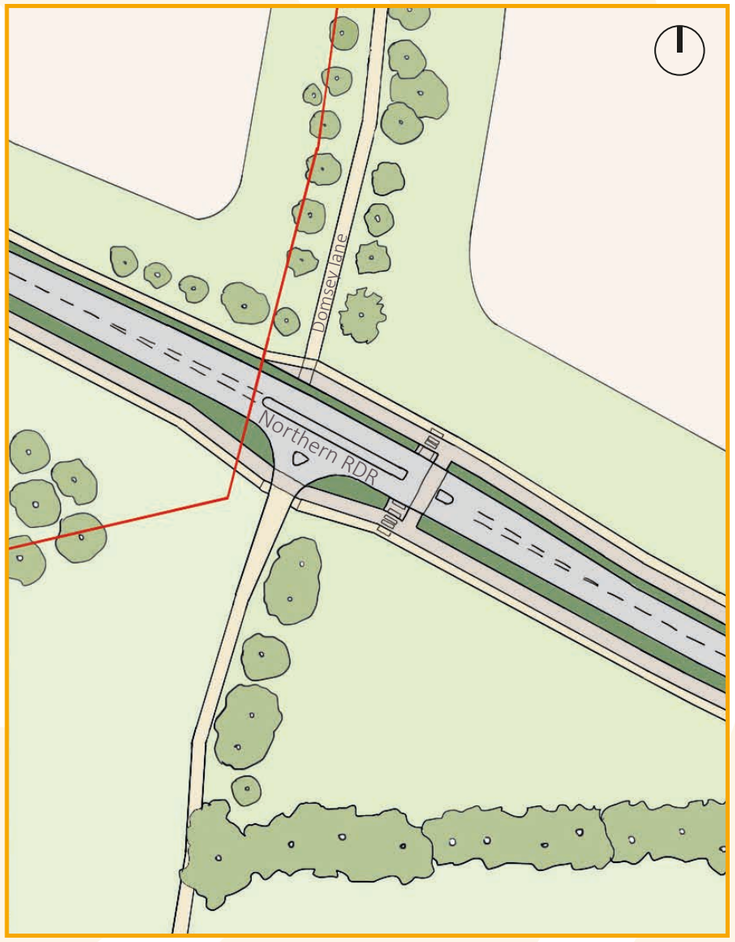
Typical housing along Domsey Lane



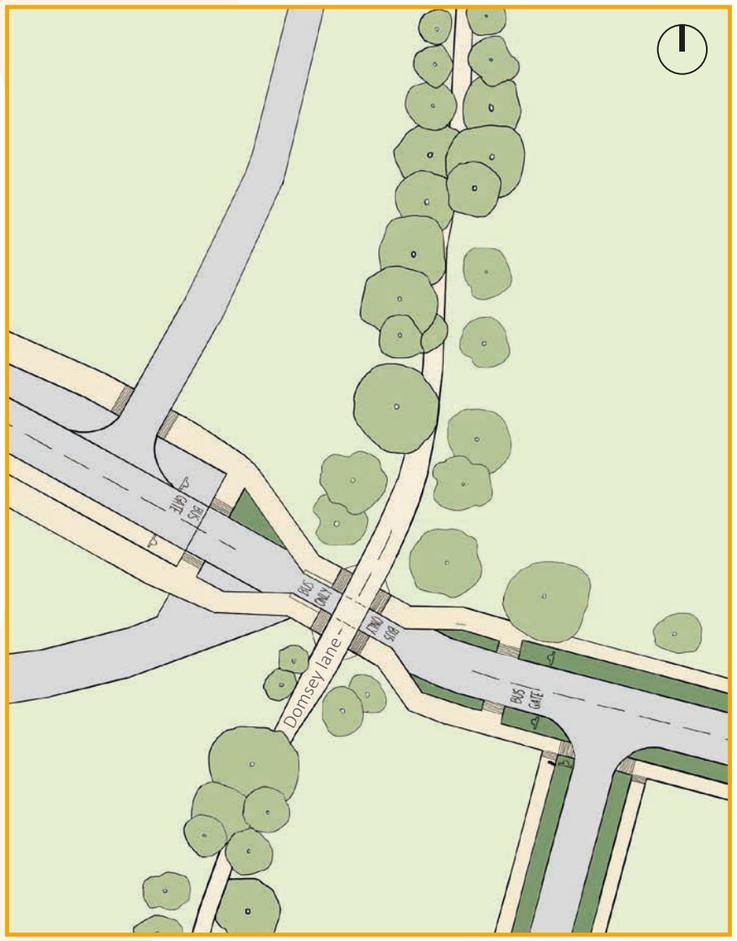
Plan

CHARACTER AREAS

DOMSEY LANE



Crossing 1 (Northern RDR)



Crossing 2



Crossing 3

CHARACTER AREAS

CGC INNOVATION HUB

CGC Innovation Hub is the primary employment area of the Garden Community. Offering commercial space targeting high-tech industries, the facilities would also suit creative, digital, media, business and professional services.

The four to five storey buildings create a backdrop to Channels Discovery Park, screening the parkland from Essex Regiment Way. The blocks are arranged to allow walking and cycling permeability through to Essex Regiment Way Sustainable Travel Corridor. These connections strategically connect the corridor into the wider CGC active travel network.

The Innovation Hub benefits from its adjacency to the Chelmer Valley Park and Ride to the north. It also forms a consistent strip of commercial uses along Essex Regiment Way along with the Regiment Business Park to the south.

Workspaces within CGC Innovation Hub will be designed to cater for expanding high-tech and creative industries. The buildings will respond to the beautiful setting of the Channels Discovery Park opposite. Offices will focus on the wellbeing of occupants as well as being energy efficient, in line with the ethos of the Garden Community.





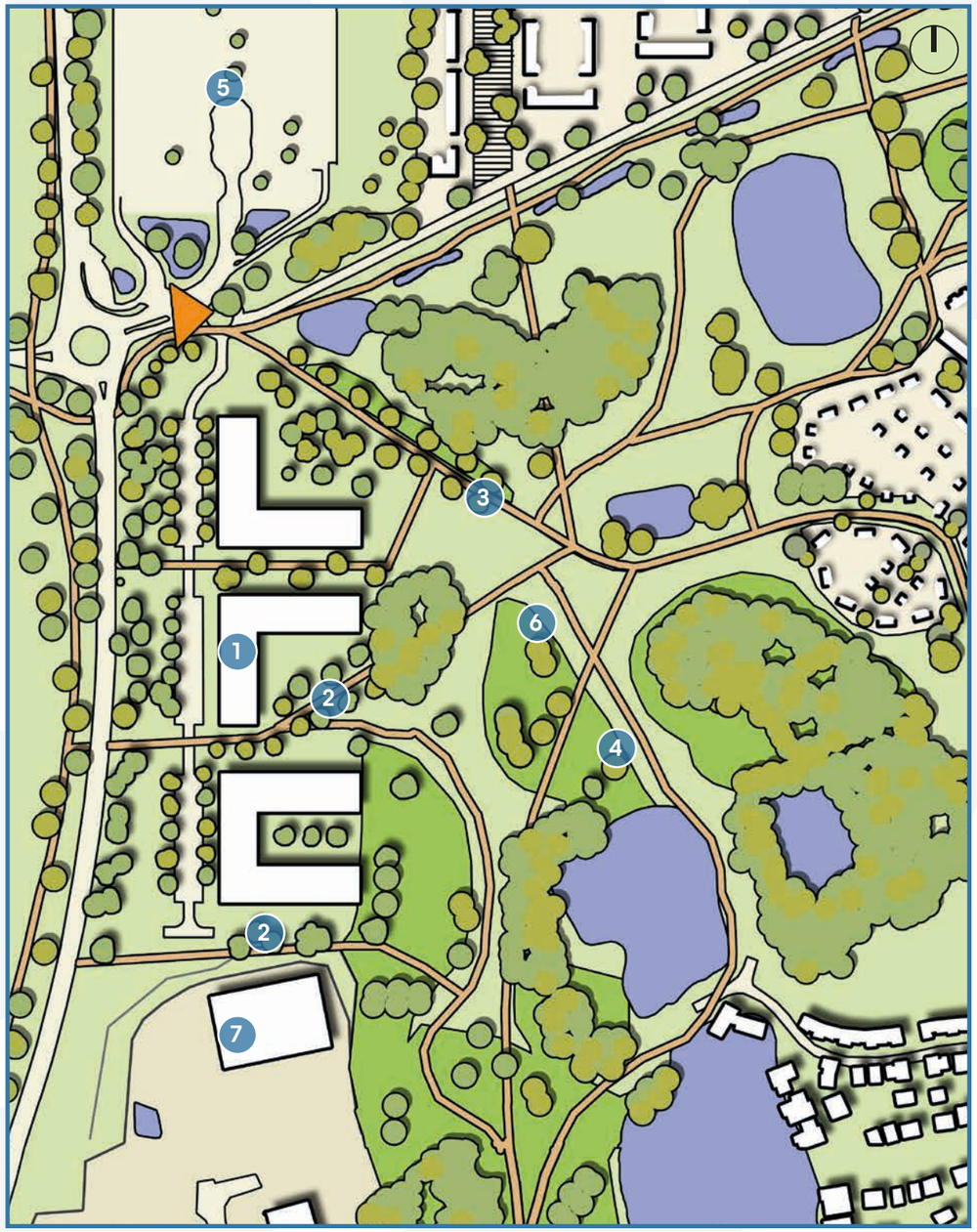






CHARACTER AREAS

CGC INNOVATION HUB

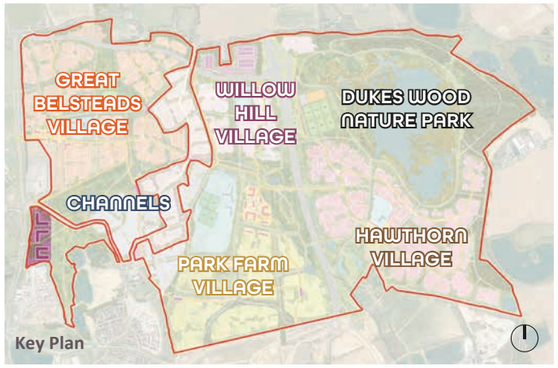


Plan:

Illustrative Plan of CGC Innovation Hub

Key

1. CGC Innovation Hub
2. Walking and cycling connections through to Essex Regiment Way
3. Pratts Farm Lane - active travel route
4. Essex Regiment Way Sustainable Travel Corridor
5. Chelmer Valley Park & Ride
6. Channels Discovery Park
7. Regiment Business Park



Key layout principles

- Building layout supports pedestrian connectivity between Essex Regiment Way Sustainable Travel Corridor and the Discovery Park.
- Feature building with higher corner element addressing the site gateway / Park & Ride roundabout to the north of Innovation Hub.
- Buildings are set back from Essex Regiment Way to ensure retention of the existing character, trees and hedgerows.
- Building arrangement defines courtyard spaces varying in both size and shape with high-quality landscape with retained trees.
- Buildings are dual aspect, with views to the park and attractive frontages towards Essex Regiment Way.
- Carefully landscaped parking areas in front of the buildings providing a buffer between the existing road and the building frontages.
- Landscaped courtyard spaces facing the Discovery Park.
- Appropriate levels of parking provided alongside secure and convenient cycle storage facilities.
- Parking areas broken up with green spaces to accommodate tree planting and SuDs in order to minimise visual impact.
- Additional traffic calming measures included within the access roads and parking areas to limit vehicle speeds and encourage pedestrian and cyclist friendly environment.
- The size and location of service areas and waste storage facilities carefully considered and discretely placed to avoid visual intrusion and nuisance from daily use.
- Access to Regiment Business Park will be explored at future OPA stages

CHARACTER AREAS

DENSITY AND CHARACTER

The indicative Density diagram opposite identifies the principles of how residential density and heights may vary across the character areas within the Garden Community.

Variations in residential density and heights across a masterplan are important for a number of reasons, including:

- Reinforcing the creation of the different character areas within the masterplan, helping establish richness of local identity in a considered way for different areas within a wider coherent whole;
- Responding to existing constraints within or directly adjoining the site, helping to enable different areas within the proposed development to relate to their immediate contexts in an appropriate way; and
- Ensuring that a wide range of dwelling types can be successfully accommodated and located appropriately within the wider masterplan so that a mixture of household needs can be met.

Four density ranges are suggested within the masterplan; the principles guiding their characteristics and general location within the masterplan are described here and demonstrate that the Garden Community has the potential to deliver around 5,500 new homes across the masterplan as a whole.

Residential Density - highest
The central areas of the village centres might feature apartment buildings of four to five storeys with mixed uses at ground floor. It is anticipated that these localised areas of the tallest apartment buildings might achieve a density of 50-150 dwellings per hectare.

Residential Density - higher
Spreading out from the tallest areas, but still forming a coherent core to the Village Centres, might be a dense network of residential streets made up of townhouse typologies of around two to four storeys. Interspersed around these rows of houses might be small apartment blocks of three to four storeys. It is anticipated that these areas might have density of 40-50 dwellings per hectare.

Residential Density - medium
Height and density decreases moving away from the Village Centres with potentially more informal residential streets featuring a mix of detached and joined homes of two to three storeys. Apartment blocks may still be present in a lower concentration than the higher density areas. The blocks might be three to four storeys. The density of these areas is expected to be around 30-40dph.

Residential Density - low
The lowest density areas are generally distributed around the areas of the site with more sensitive context. Here the prevailing character may be detached and semi detached houses of two to three storeys. It is anticipated these homes will generate a density of 20-30dph.

It should be noted that these density ranges are indicative at this stage and are used to provide further information in order to illustrate how densities can inform the differentiation between Character Areas across the Garden Community. More specific detail will be subject to further testing and refinement as part of the Stage 2 Masterplan OPAs and then in further detail within the Detailed Design Code that will inform the RMAs.

CHARACTER AREAS

DENSITY AND CHARACTER



20-35 dph: Heights two to three storeys, predominantly houses; terraces, semi-detached and some detached homes.

25-45 dph: Heights two to three storeys, predominantly houses but with some apartment buildings around key nodes.

35-65 dph: Heights two to four storeys, primarily a mix of townhouse typologies and small apartment buildings - three to four storeys.

45-150 dph: heights four to five storeys, primarily apartment buildings with mixed uses at ground floor

Key

- 20-35 DPH
- 25-45 DPH
- 35-65 DPH
- 45-150 DPH

CHARACTER AREAS

ILLUSTRATIVE BOUNDARY FRONTAGES

Plan:

Boundary Conditions Diagram

Key

A Wheelers Hill Frontage
Low density development sensitive to heritage context to the north. Pedestrian and cycle permeability allowed for access to Wheelers Hill

B Frontage to Northern RDR
In addition to the 3m verge on either side of the road, a landscape buffer screens the development from the road on either side. If necessary, noise mitigation measures are to be included in the buffer strip.

C Boundaries to the rear of Domsey Lane properties
Green infrastructure buffer included along boundaries to the rear of properties on Domsey Lane. The buffer provides screening whilst connecting wildlife corridors. Opportunities for future active travel and road connections across Domsey Lane are reserved along key desire lines.

D Domsey Lane frontage
Sensitive frontage to historical lane. Development will allow for future connections across Domsey Lane and incorporate greening where possible. For further information refer to the Heritage Interventions Diagram.

E Boundary to CNEB
A buffer of 20m within the CGC red line is reserved for dense vegetation screening and noise mitigation measures. Further screening will be provided by the tree planting proposed within the land reserved for the CNEB.

F Boundary to Beaulieu and RDR1
A buffer of 10m within the CGC red line has been reserved for planting screening and noise mitigation measures. Access points at either end of the southern boundary will provide active travel and road connections into the community.

Essex Regiment Way Boundary North

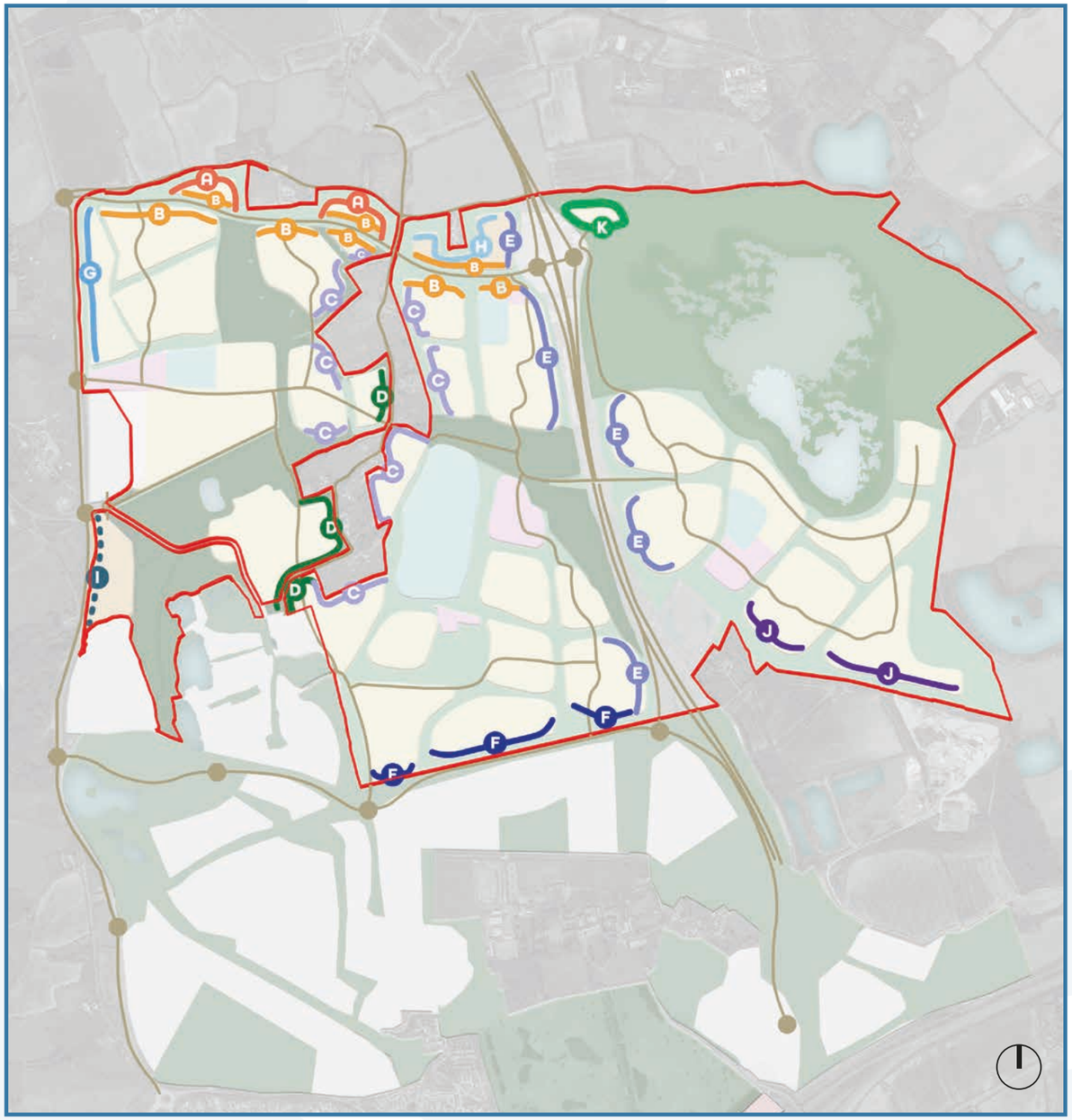
G
A buffer of 16m has been reserved along Essex Regiment Way to allow for wildlife connections as well as noise mitigation measures. Further planting will add to the existing tree line outside of the redline boundary. Glimpses through into the development will be created at specific locations such as significant proposed landscape features.

H Willow Hill Employment Hub Northern Boundary
Broad buffer planting to Cranham Road with potential future pedestrian and cycle connections into CGC

I Innovation Hub Essex Regiment Way Frontage
Office type buildings of four storeys will create a strong presence and will form the first glimpse of CGC when arriving from the City centre along Essex Regiment Way. Active travel connections between the buildings will allow permeability from ERW through to the Discovery Park connecting CGC to the Essex Regiment Way sustainable travel corridor.

J Hawthorn Village Southern Boundary
Green buffer along the boundary screens CGC from unknown potential future uses whilst allowing for opportunities for walking and cycling connections out

K Travelling Showpeople Boundary
The boundary treatment to travelling showpeople site to be developed in dialogue with Travelling Showpeople.



Note: details subject to OPA stages

CHARACTER AREAS

ILLUSTRATIVE LANDSCAPE FRONTAGES

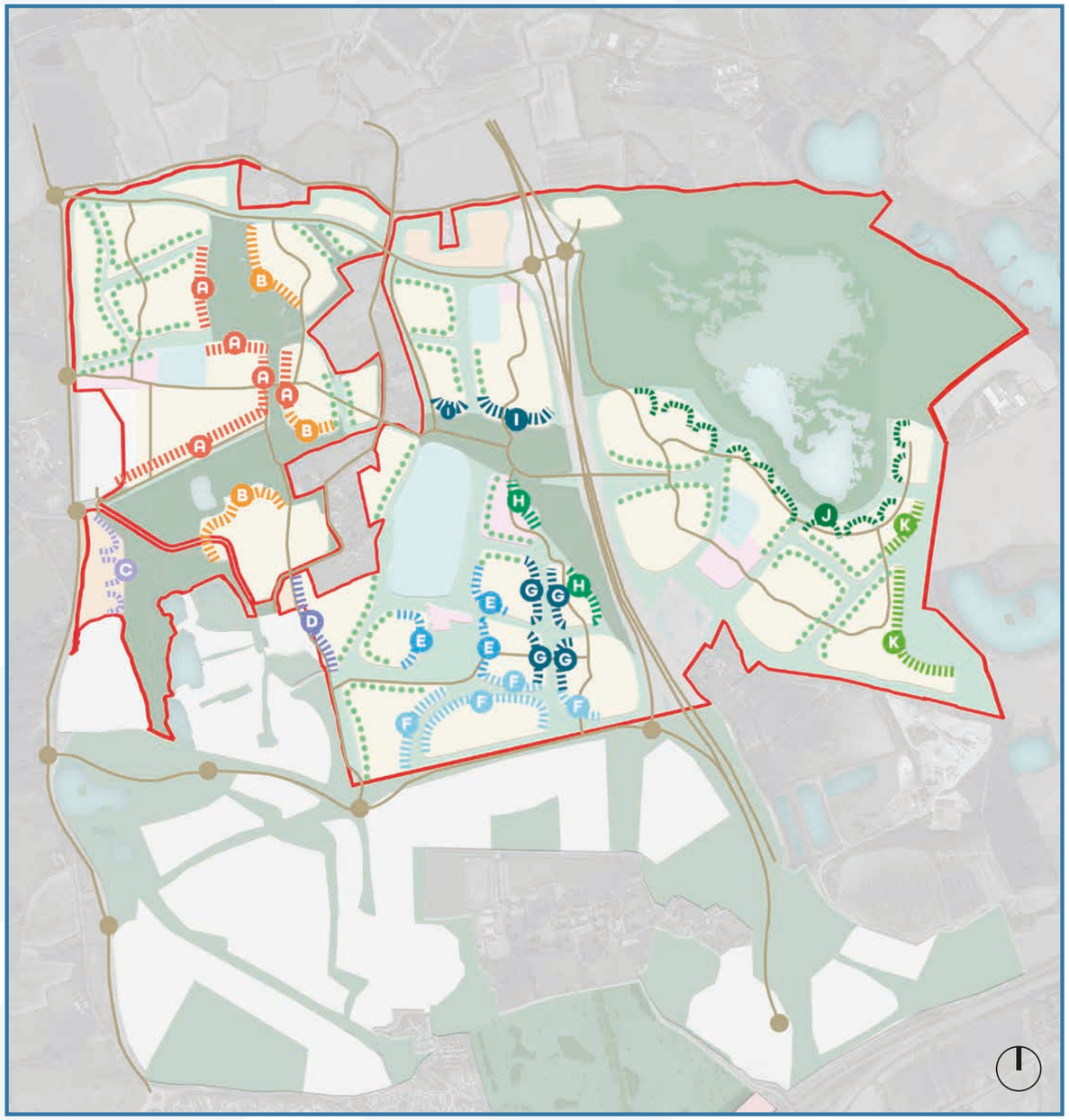


Diagram:

Illustrative Landscape Interfaces Character

Key

Greenway frontage
Character varies across the network of Greenways however all areas provide strong frontage to the Greenways with high levels of overlooking for passive surveillance of the landscape

A Discovery Park Frontage - Formal
More formal frontage with strong presence overlooking Discovery Park reflecting straighter parcel geometries. More regularity, rhythm and repetition of building line

B Discovery Park Frontage - Informal
Less formal edge reflecting curved parcel frontages. Building line could be more broken up with less repetition and regularity.

C Innovation Hub Frontage
Strong frontage of commercial buildings to Discovery Park. Indicatively 3-4 storeys. High levels of pedestrian and cycle permeability through parcel to Essex Regiment Way

D Channels frontage
Frontage responsive to Channels complex and heritage assets. Landscaped space in front of the building line celebrates and creates distance from the existing Channels complex

E Park Farm Frontage
Frontage responsive to Park Farm setting. Frontage onto open space to be a contemporary interpretation of the village green frontage - strong frontage with informality and variation

F Park Pales Frontage
Strong frontages with formality and repetition to create coherency to the crescent landscape set piece

G The Ride Frontage
Strong frontages with formality and repetition to create coherency to the linear landscape set piece

H Park Farm Meadows Frontage - South & East
Generally apartment buildings of Village Centre creating back drop to parkland. Outdoor spaces of the buildings to be orientated towards park to create animation to the building facades and benefit from views onto open space

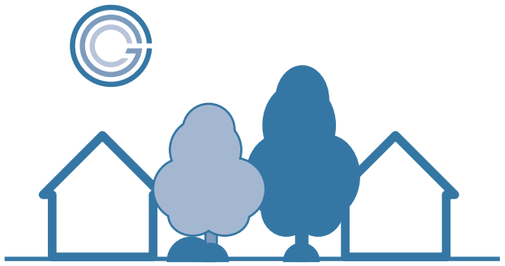
I Park Farm Meadows Frontage - North
Lower in scale than the southern boundary of the park however a strong frontage to be provided with homes maximising views over the parkland

J Nature Park Frontage
Openings in parcel frontages draw landscape deep into the development along perpendicular streets and spaces

K Woodland Frontage
Character of parcel frontages responsive to woodland setting. Informal character of development maximising views out into trees.

CHARACTER AREAS

NORTHERN RDR AND PRIMARY STREETS TYPOLOGIES



Streets play an important part in connecting all elements of the CGC and promoting sustainable movement across the site. Achieving high quality street typologies is therefore necessary for successful placemaking.

The streets will incorporate nature and drainage in order to create a positive environment to encourage active travel. Typologies will promote active travel for cyclists and pedestrians.

A Movement Network Plan will be submitted at OPA stage to identify the function of different streets and the broad volumes in terms of vehicle, bus and active mode use. This will then determine the form of priority provided for active travel modes based upon the relevant guidance at the time.

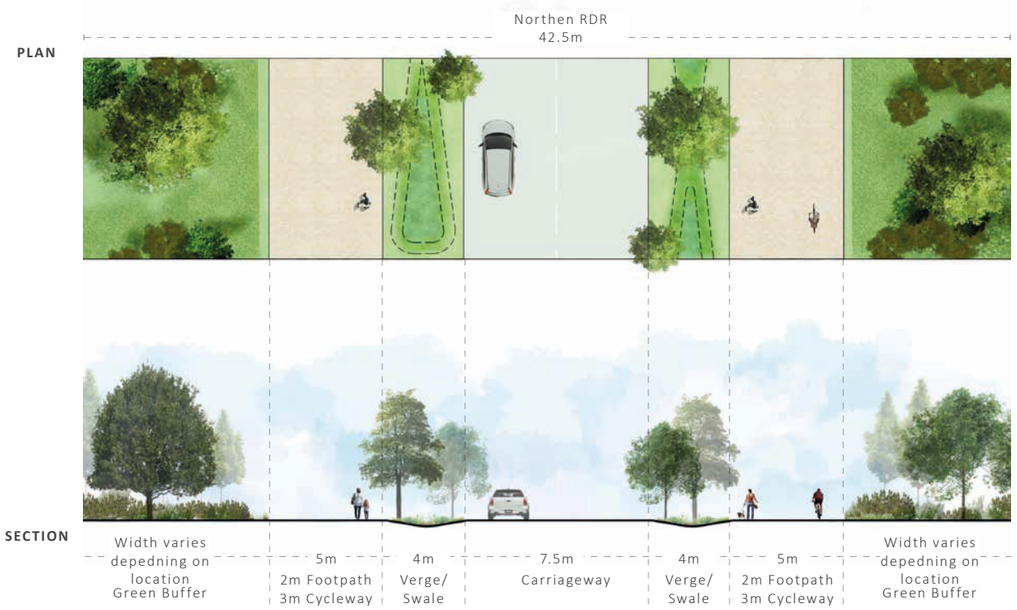
Based on the Movement Network Plan, detailed primary, secondary and tertiary street typologies will be developed as part of each OPA.

The majority of Primary Streets will be Bus Routes with the amount of through vehicular traffic considerably reduced by providing Bus Gates. Most of the network therefore will have vehicle flows of less than 2000 vehicles per day. The two illustrative options for Bus Routes that have been illustrated are:

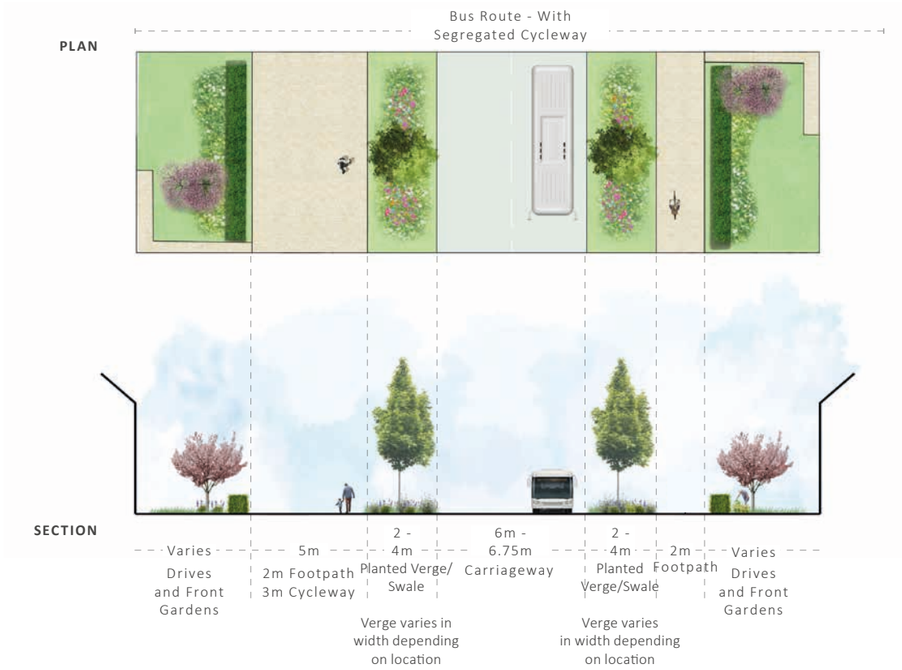
1. Bus Only Section of Road, where the general flow exceeds 2000 vehicle per day and therefore cycle segregation is proposed or the speed may be 30mph.

2. Bus Only Section of Road, where the general traffic flow is less than 2000 vehicle per day and therefore in accordance with LTN1/20 cycling would be comfortably accommodated on street, in accordance with the LTN1/20 criteria Whilst the road width is shown as 6.75m, it is proposed that lower widths are considered where it might discourage higher vehicle speeds and clearly on bends there may be a requirement for increased width to allow buses to pass.

NORTHERN RDR

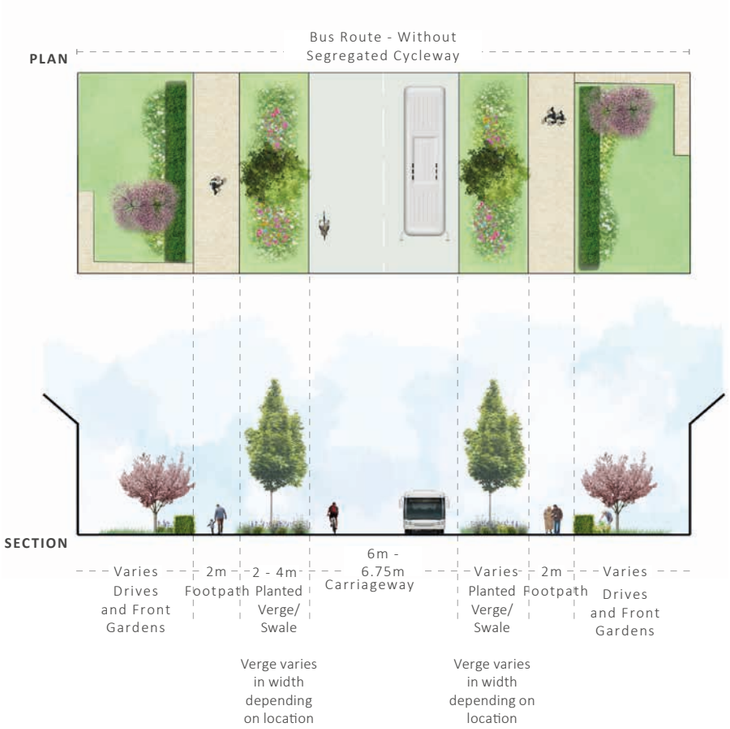


PRIMARY STREET - BUS ROUTE WITH SEGREGATED CYCLEWAY



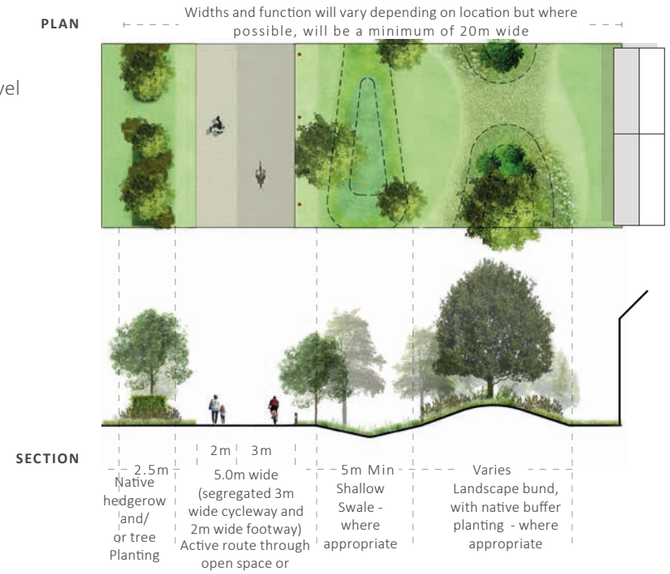
INDICATIVE STREET AND ACTIVE TRAVEL ROUTE TYPOLOGIES

PRIMARY STREET - BUS ROUTE WITH ON-STREET CYCLING

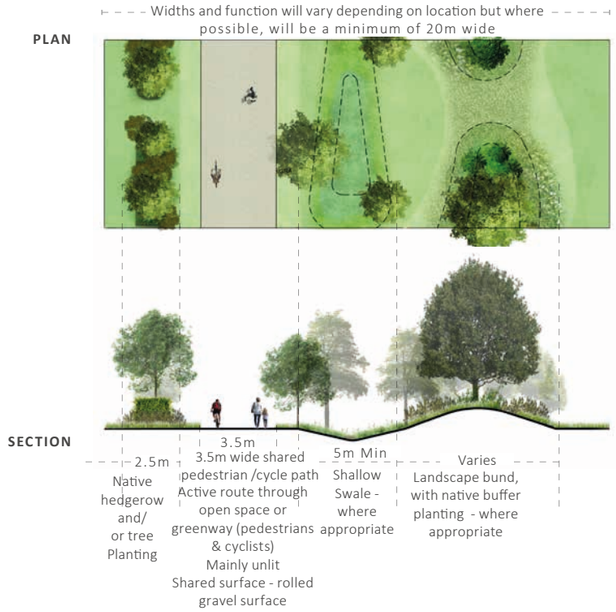


ACTIVE TRAVEL ROUTE THROUGH LANDSCAPE & OPEN SPACE

Primary active travel route



Secondary active travel route



CHARACTER AREAS

LANDSCAPE CHARACTER AREAS

DESTINATION PARKS

Three substantial new Destination Parks will be provided in locations evenly distributed across the development (Channels Discovery Park, Park Farm Meadows and Duke's Wood Nature Park). At a local scale, the destination parks will be supplemented by a series of Village Greens serving the different neighbourhoods, located close to the village hubs. The parks will include a mosaic of habitats, managed to conserve nature and provide opportunities for people to experience, interact with and appreciate nature and heritage alongside a wide range of recreational and educational opportunities. The parks will provide space to relax, exercise and socialise, with the opportunity to experience nature through a range of habitat typologies and biodiversity enhancements. These parks will serve both the existing and new parts of the Garden Community to provide a variety of unique, publicly accessible, high quality, green and natural open spaces with the target that they be within 600m walking distance of all homes.

CHANNELS DISCOVERY PARK

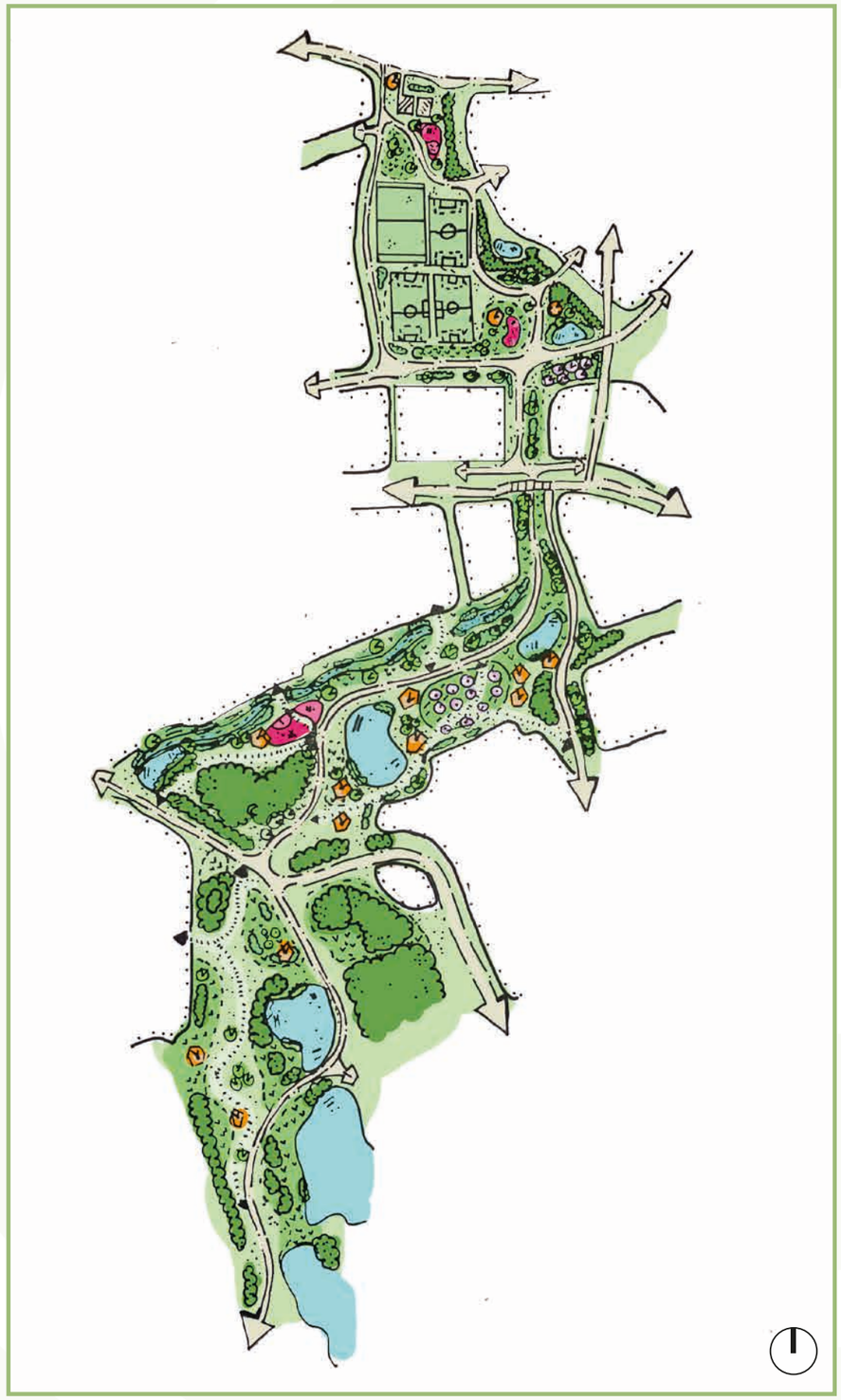
This park is proposed in the west of the Site and is intended to serve the early phases of the development. It will provide a north / south linear park that links with existing green open spaces at Channels and Beaulieu, whilst providing onward connections to the west into the Chelmer Valley and to the east across Domsey Lane to Park Farm Meadows. The Park will function as a recreational park with multifunctional large open spaces providing opportunities for meeting, gathering, picnicking, events, playing and exercise. This Park will include a formal sports hub, a series of equipped (NEAP and LEAP) and natural play areas, community gardens and orchards, all linked by a network of surfaced paths for pedestrian and cyclists. The parkland will be supplemented with new areas of planting and, where possible, retain existing woodland, hedgerows, trees and wetlands if deemed appropriate following more detailed surveys.

Plan:

Illustrative Plan of Channels Discovery Park

Key

- Development Parcels
- Active travel routes
- Suds Attenuation Pond
- Formal Sports Pitches
- Proposed Trees
- Species Rich/Meadow Grassland
- Mown Amenity Grass Paths
- Woodland Blocks
- LEAP/NEAP
- Native Hedgerows
- Orchard/Community Gardens



**sports pitches illustrative and not to scale*

LANDSCAPE CHARACTER AREAS



PARK FARM MEADOWS

Is proposed in the central area of the New Community, along the Park Farm Brook corridor, and will provide an ecologically wetland focused parkland destination, that includes pollinator friendly species, locally prevalent native planting and seasonal wetland habitats. The drainage strategy proposes to drain the development into this part of the GI network with the opportunity to create wet and dry attenuation SuDS features, that would provide the basis for wetland habitats. The meadows incorporate attenuation ponds and an existing waterway that forms a key part of the drainage strategy. The parkland will function to aid the connectivity of people and wildlife between the Discovery Park in the west and Dukes Wood Nature Park in the east - linking to existing green open spaces at Beaulieu in the south. The parkland will include Park Farm Brook, swathes of species-rich meadow and wetland grassland, tree planting, SuDS (both in the form of permanent and seasonally wet attenuation ponds) and pockets of amenity landscape for informal recreation and play.





CHARACTER AREAS

LANDSCAPE CHARACTER AREAS

DUKE'S WOOD NATURE PARK

Is proposed in the north-eastern part of the Site and will further develop and enhance the minerals restoration scheme for the Bulls Lodge Quarry into a wildlife focused parkland - featuring a mosaic of new habitats including wetlands, grasslands and woodlands, supporting and enhancing local biodiversity. It will provide a sub-regional scale area of accessible natural open space, serving the new Garden Community and the wider City as a whole. It will reinstate areas of historic woodland previously lost (Duke's Wood), through new tree planting, which will permeate into the wider site to contribute to its character. It will include a formal sports hub in the west, as well as informal sports opportunities (outdoor gym / fitness trails), along with a series of equipped (NEAP and LEAP) and natural play areas, all linked by a network of surfaced paths for pedestrian and cyclists. As the final form of the Nature Park will only be known once mineral extraction is finished it is proposed that a Design Brief be consulted upon, prepared and submitted along with the relevant RMA at the appropriate time.

Plan:

Illustrative Plan of Duke's Wood Nature Park



*sports pitches illustrative and not to scale

HERITAGE LANDSCAPE INTERVENTIONS



Plan:

Park Pales & The Ride

Key

Park Pale

1. Active travel route following the assumed alignment of the historic Park Pale
2. Active travel route along alignment of earlier Park Pale along the apex of landforms
3. Undulating landforms to re-interpret the sense of enclousure
4. Linear suds features, such as swales and dithces in addition to strategic suds features incorporated along the Park Pale enhancing undulating landscape
5. Proposed tree species selection to reflect an estate Parkland character
6. Incidental play features, seating and areas of amenity landscape integrated along the Park Pale
7. Opportunities for a variety of amenity spaces for community use
8. Integrated public art and wayfinding features as part of The discovery trail

The Ride

9. Public art and wayfinding features, as part of the discovery trail, at the end of vistas - to guide users and create a terminus at each end of the ride
10. The ride will be characterised by linear landscape features along its length such as; tree lines, permeable woodland and native hedgerow
11. Active travel route framed either side by landscape features to re-interpret the historic access route
12. A series of open amenity landscape areas (garden rooms) will be provided along its length, to accommodate Community uses - such as formal gardens, play and picnic areas

CHARACTER AREAS

HERITAGE LANDSCAPE INTERVENTIONS

DISCOVERY TRAILS

The Discovery Trails will celebrate, reference and interpret the area's rich history by connecting key heritage assets within the Site and linking to the wider area through a network of waymarked north, south, east and west trails. The trails will run through the Greenways and destination parks along surfaced paths, connecting important assets and highlighting the area's heritage, through interpretation using either boards / signage, wayfinding, landscape features and / or public art. The trials will reinstate and interpret the postulated line of the earlier Park Pales and Ride from New Hall and use landscape features such earthworks, tree planting and where appropriate public art.






EVIDENCE BASE DOCUMENTS

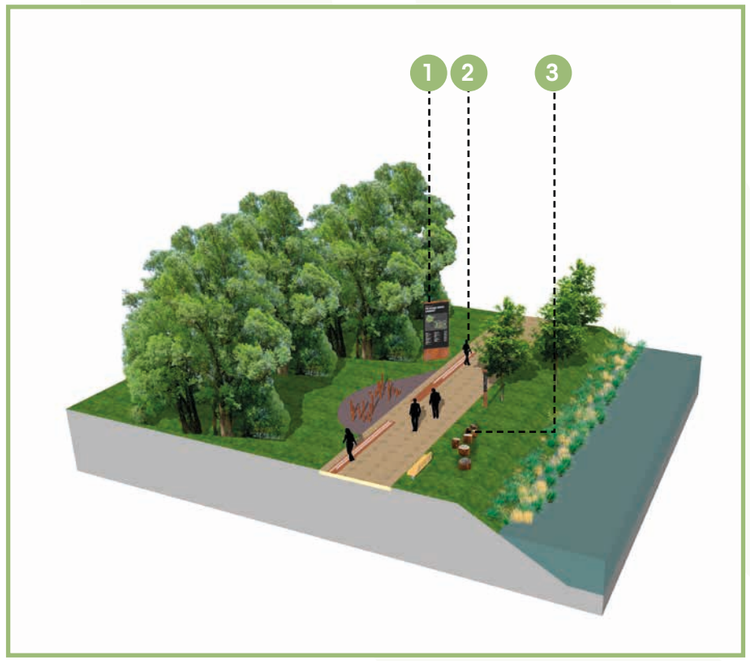
Landscape & Visual Technical Note,
Cultural Heritage Desk Based Assessment, Chelmsford Garden Community Nature Recovery Network

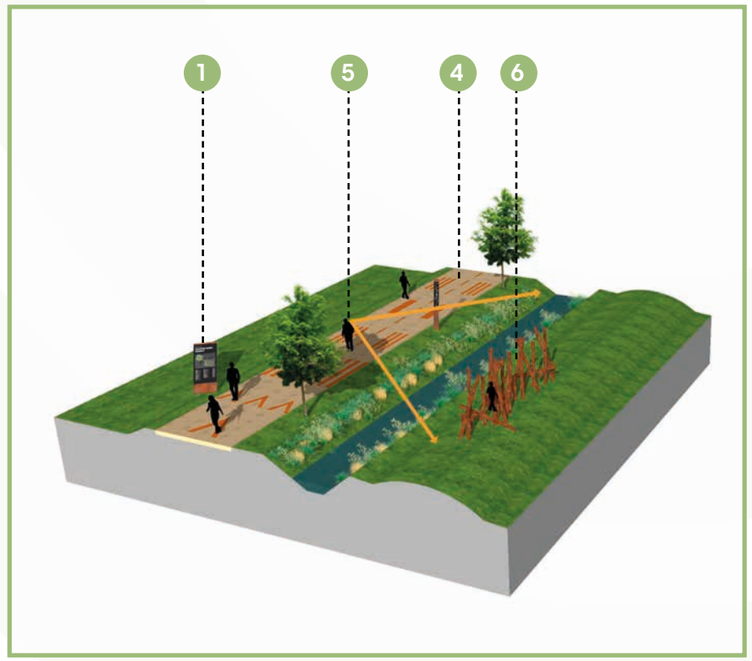
Diagrams below:

Typical Discovery Trail Components

Key

1. Heritage wayfinding boards at key locations as part of the Discovery Trail, developed as part of a site wide wayfinding strategy.
2. 'Heritage along the way' – key dates and information regarding the site using surface material/art.
3. Play activities which complement and reference the heritage of the site.
4. Opportunity to interpret the former Boreham Airfield taxiways through surface materials, tree planting and recreational activities.
5. Planting used along discovery trail to frame views of existing heritage assets.
6. Public art (developed as part of a public art brief) at key locations to reference, complement and celebrate the site's history.





09.

DELIVERY AND PHASING

DELIVERY AND PHASING
OVERVIEW



OBJECTIVE

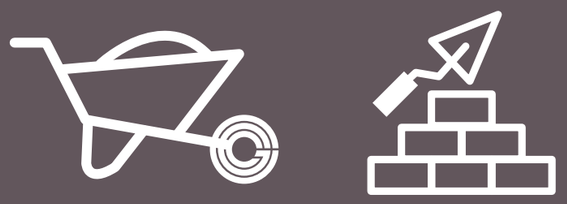
To ensure that the Garden Community is delivered on a landownership blind basis each Stage 2 Masterplan OPA will be designed such that it has to demonstrate how it fits cohesively within the Stage 1 Masterplan framework to ensure a joined-up approach to placemaking and infrastructure delivery.

PHASING STRATEGY KEY PRINCIPLES

The development is proposed to come forward in four key overarching phases as set out in the Plans and Table within this Section. Within those, it is likely that areas will be divided into sub phases that will come forward simultaneously to expedite delivery. The aim within each phase is to ensure the right infrastructure is prioritised and to allow for self-sufficiency and the establishment of sustainable behaviours early on to set the tone for the rest of the development.

Each phase and sub phase should result in a cohesive place with the creation of natural boundaries between development plots and surrounding landscaped areas to limit disruption to established and establishing communities whilst future adjacent plots are being built. All phases and sub phases will be properly connected to the road network and have such facilities to sustainably accommodate their needs. Where the full range may not be feasible in the earlier phases, meanwhile uses should be considered if practical, feasible and viable.

Key accesses and primary streets should be delivered first and where appropriate, feasible and viable, green open spaces and neighbourhood centres should be provided as early as possible, and concurrently alongside the delivery of housing.



SITE WIDE PHASING STRATEGIES

A Site Wide Phasing and Delivery Strategy for each OPA area must be submitted to demonstrate how the various development parcels will be delivered with reference to the requirements set out in the IDP, the indicative phasing Plans at **pages 162-165** and the Phasing and Delivery Schedule at **pages 166- 169.**

It should be noted that the current phasing strategies are indicative and will necessarily evolve as more information becomes available through the OPA's therefore the timing and precise location of each of the phases may be subject to change. In addition, it is likely that there will be overlap in delivery of certain items within each phase where commencement begins in one phase and overlaps into the next.

The Site Wide Phasing Strategies should clearly identify the boundaries of each phase and subphase and highlight the provision of:

- Housing, including custom build plots.
- Transportation infrastructure including primary roads, vehicular access/es, active travel routes, mobility hubs and other sustainable transport infrastructure.
- Green & Blue infrastructure including, nature recovery, open space provision, formal and informal recreation.
- Drainage including SUDS features and foul water solutions.
- education provision including early years childcare facilities primary and secondary schools (where relevant).
- Community and leisure facilities including village centres, healthcare provision, sports facilities and any required meanwhile uses.
- Services and utilities including superfast broadband, electricity, water and communications solutions.

The above list is not exhaustive and therefore all relevant items associated with an OPA should be included.

Strategies should also set out indicative timeframes for the delivery of each phase and subphase and trigger points for the construction of specific facilities or infrastructure as set out in the list above and in order to deliver the requirements of the IDP. The PFA will be responsible for agreeing triggers for various factors, such as the timing of a Stewardship Body.

MINERALS

The parts of the site affected by extant minerals permissions, as set out on the constraints plan at Section 3, will need to propose phasing strategies that allow for extraction to be completed and restored whilst ensuring, where possible, that relevant land is made available to deliver the overarching phasing strategy and the requirements of the IDP.

Should mineral extraction affect the timing of delivery of key strategic infrastructure items, a review will be undertaken and, if required, alternative locations for such items shall be identified that are capable of coming forward in accordance with the agreed trigger for delivery.

INTERDEPENDENT INFRASTRUCTURE DELIVERY

Each development phase should deliver its part of requisite interdependent strategic infrastructure, such as, primary roads, services, utilities, active travel routes and bus routes to the edge of OPA boundaries and at all times enable the opening up of successive complementary parcels that allow access to the next and should not result in piecemeal developments which prejudice other parts of the masterplan coming forward.

MONITORING & REVIEW

A consistent approach should be agreed for each OPA that makes provision for annual monitoring and accountability, including a mechanism to identify and overcome barriers to development over the longer term and be complementary to the monitoring and review requirements set out in the IDP.

The process for monitoring and review is set out in the PFA.

Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
Site Wide Phasing Strategy	✓		✓	✓
Annual Monitoring Report				✓

DELIVERY AND PHASING

PHASING AND DELIVERY

Plan:

Phase 1 (2025-2029)

Phase 1 will see the opening up of five key accesses into the Garden Community as follows:

- Southern Access from RDR1 (Beaulieu Parkway) into Park Farm Village
- New junction from the south into the Channels Village extension
- New Access from Essex Regiment Way north of the Park & Ride into Great Belsteads Village.
- Junction Improvements and new access as part of RDR2 at Wheelers Hill roundabout and the Junction of the Chelmsford North East Bypass.

Other key transport infrastructure will include the full length of RDR2 to connect with the new North-East Bypass as well as north-south and east-west primary routes from Channels into Great Belsteads Village and extending to Essex Regiment Way in the west and Domsey Lane in the east.

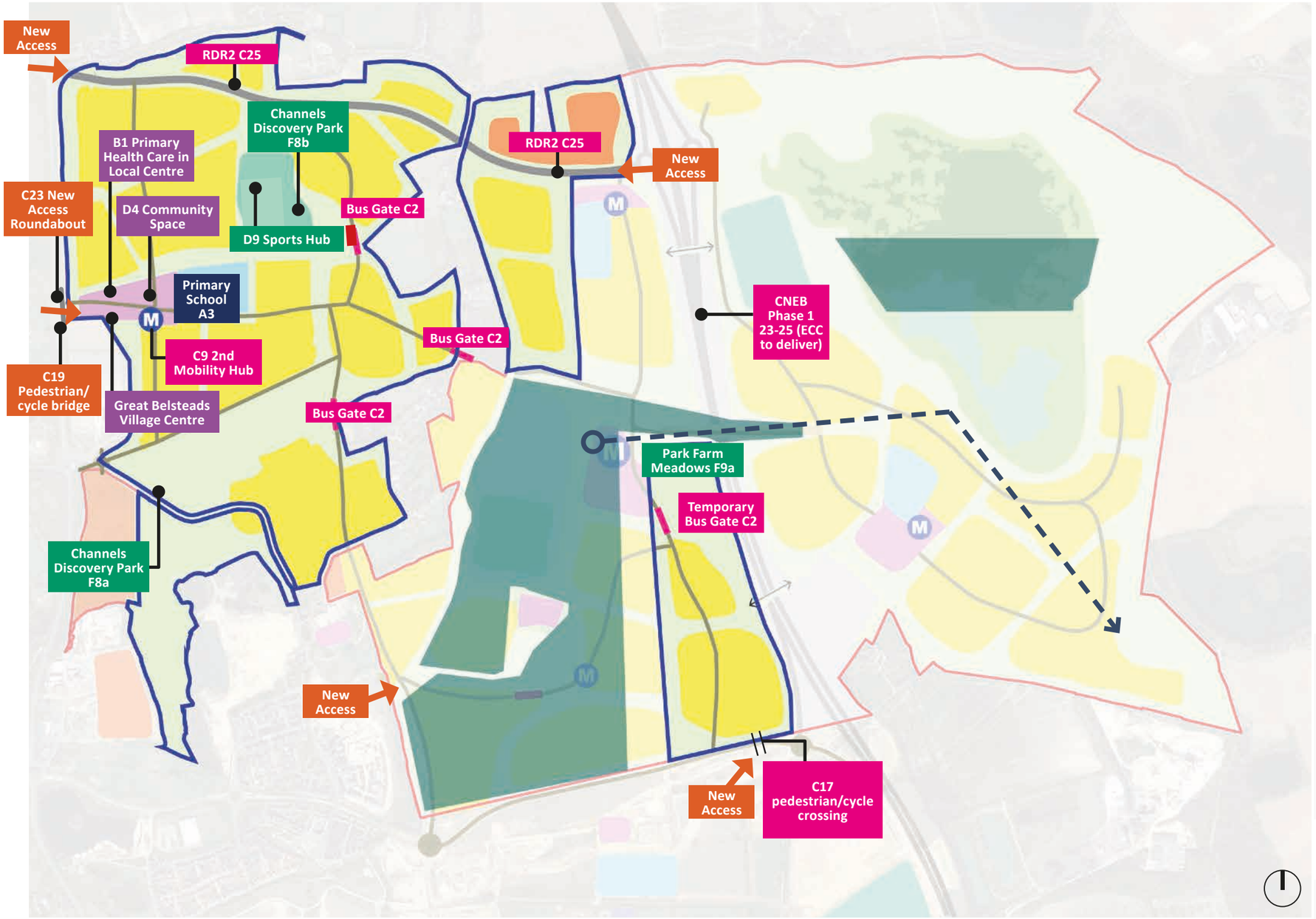
A new pedestrian and cycle bridge will be constructed across Essex Regiment Way at the gateway to the development. Community infrastructure will come forward in the form of the Great Belsteads Neighbourhood Centre and Primary School.

The southern and northern phases of the Channels Discovery Park will bisect Great Belsteads Village and see the delivery of the first significant sports hub in the northern section. New access arrangements will also be formed for the Willow Hill Employment area from RDR2 and for residential parcels south of the RDR.

Key

- Phase boundary
- Developable Areas with the Phase
- Green and Blue Infrastructure
- Schools
- Neighbourhood Centres
- Employment Area
- North East Bypass & Northern RDR Corridor
- Mineral Extraction Areas within the Phase
- Conveyor Route

Note: *Phasing plans may be revised and some phases may occur concurrently*



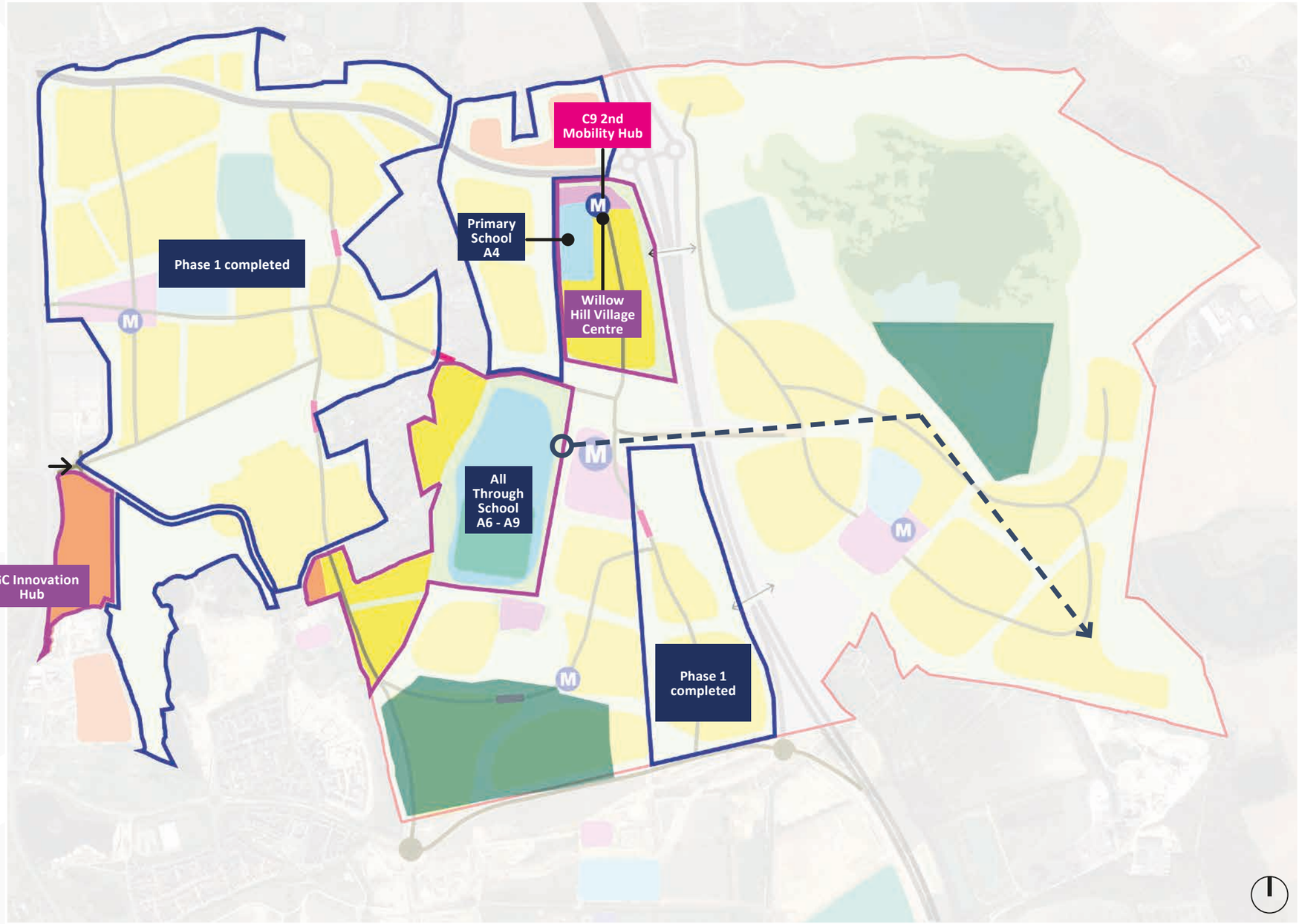
DELIVERY AND PHASING

PHASING AND DELIVERY

Note: *Phasing plans may be revised and some phases may occur concurrently*

Key

- Completed phase
- Current Phase
- Developable Areas with the Phase
- Green and Blue Infrastructure
- Schools
- Neighbourhood Centres
- Employment Area
- North East Bypass & Northern RDR Corridor
- Mineral Extraction Areas within the Phase
- Conveyor Route



Plan:

Phase 2 (2030-2034)

Phase 2 will see the further delivery of substantial employment and educational land including the CGC Innovation Hub.

Following completion of mineral extraction activities, the new All Through School will be delivered to the north of the existing Park Farm heritage buildings.

A new neighbourhood centre called Willow Hill will be constructed to the west of the north-east bypass which will include the second new Primary School.

An area of land will also be serviced to be able to accommodate development of 9 travelling showpeople plots with a new access for this formed from the Chelmsford North East Bypass junction with Northern RDR.

New access arrangements will also be formed for the CGC innovation Hub through junction improvements and remodelling at the existing Pratt's Farm Roundabout.

DELIVERY AND PHASING

PHASING AND DELIVERY

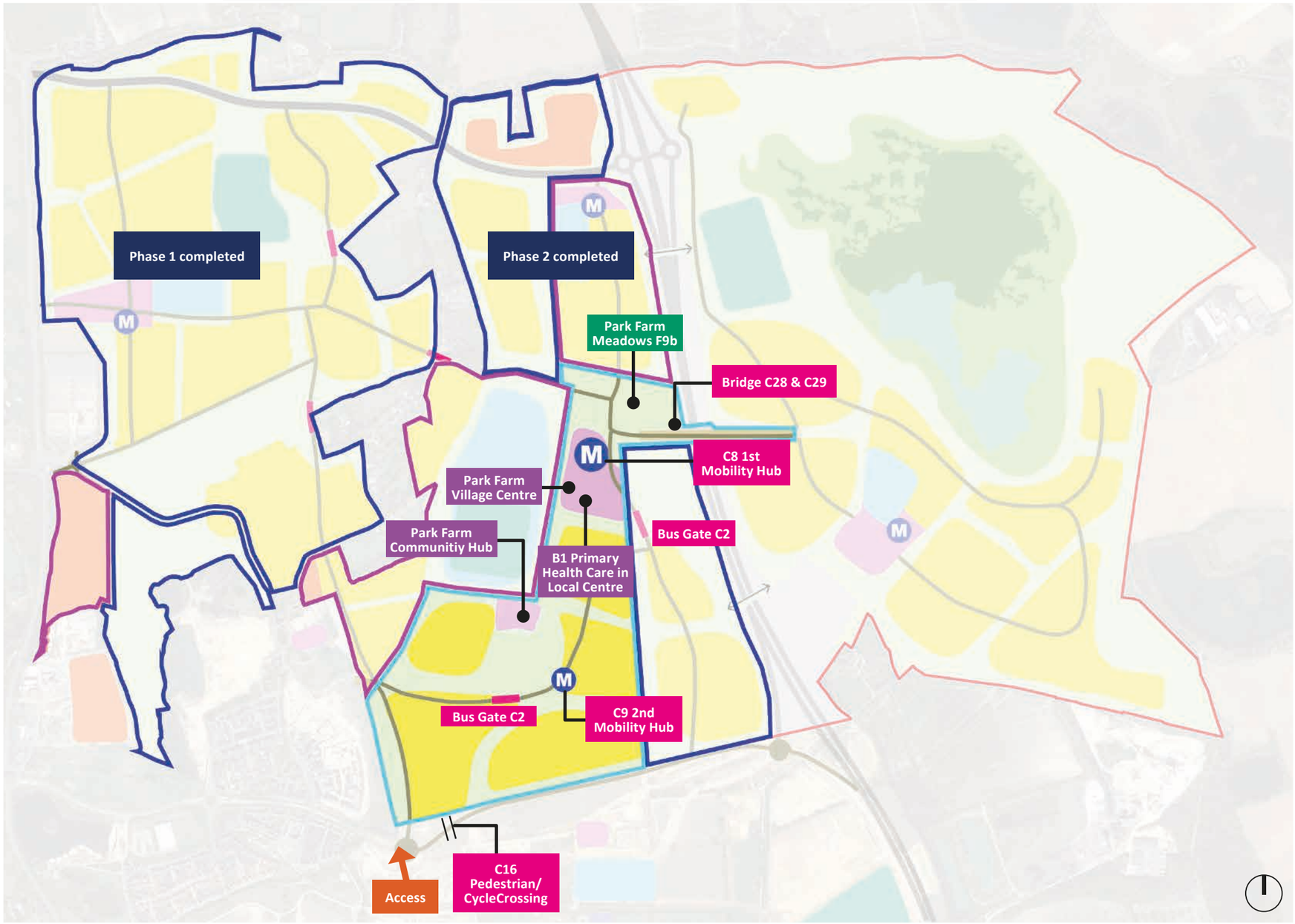
Plan:

Phase 3 (2035-2039)

Phase 3 will see junction improvements and a new access delivered to the south of the site from RDR1 and the upgrading of the minerals conveyor bridge that will cross the Chelmsford North East Bypass into a new multi modal bridge that will act as a key access route into Phase 4.

There will be further community infrastructure delivered in the form of the Park Farm village centre, and a new community hub surrounding the Park Farm heritage buildings.

In terms of Green Infrastructure the second destination parkland will be delivered in the form of Park Farm Meadows adjacent to the Park Farm Village centre and North-East Bypass.



Note: *Phasing plans may be revised and some phases may occur concurrently*

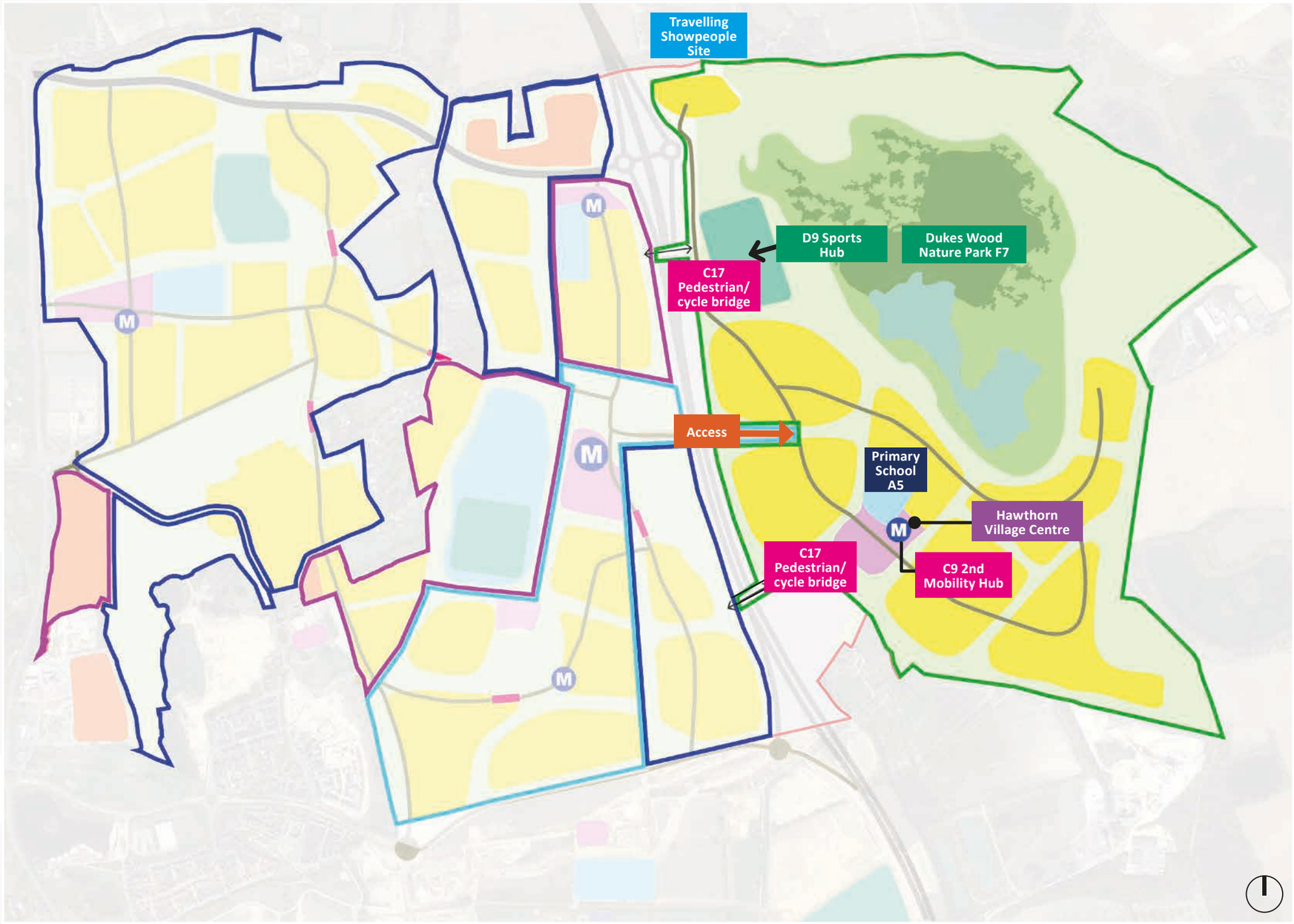
DELIVERY AND PHASING

PHASING AND DELIVERY

Note: *Phasing plans may be revised and some phases may occur concurrently*

Key

- Completed phase
- Current Phase
- Developable Areas with the Phase
- Green and Blue Infrastructure
- Schools
- Neighbourhood Centres
- Employment Area
- North East Bypass & Northern RDR Corridor
- Mineral Extraction Areas within the Phase
- Conveyor Route



Plan:

Phase 4 (2040-2044)

As described in Phase 3 the predominant access into Phase 4 will be from the newly formed crossing of the Chelmsford North East Bypass and a key deliverable will be the final village centre known as Hawthorn which will include the delivery of a further primary school.

In addition to the vehicular access point a new pedestrian/cycle footbridge will be delivered at the southern end of the Chelmsford North-East Bypass and a new footbridge to the north which will connect the wider development to a significant new sports hub.

Following the completion of minerals restoration activities the landform will be utilised to deliver the final and most significant destination park known as Duke's Wood Nature Park.

DELIVERY AND PHASING

PHASING AND DELIVERY

		OUTLINE PLANNING APPLICATION AREA		
PHASE	**TOPIC**	**CGC OPA 1 Ptarmigan Land (IDP Reference in brackets where relevant)**	**CGC OPA 2 Countryside L&Q (IDP Reference in brackets where relevant)**	**CGC OPA 3 Halley Developments (IDP Reference in brackets where relevant)**
PHASE 01 2025 - 2029	Governance	**Establishment of the stewardship body**		
	Highway	• New Access Junction from Essex Regiment Way (C23) • East - West Corridor to Domsey Lane • Channels North - South Link Road	• New Access from RDR1	• Delivery of Northern RDR (C25)
	Sustainable Travel	• Bus Service (C1) • Bus Gates (C2) • Secondary Mobility Hub – Great Belsteads Village (C9) • Safeguarding of land for P&R (C3) • Travel Plans / Packs (C5) • Car Clubs (C7)	• Bus Service (C1) • Travel Plans / Packs (C5) • Car Clubs (C7)	• Bus Service (C1) • Bus Gates (C2) • Travel Plans / Packs (C5) • Car Clubs (C7)
	Active Travel	• Cycle/Footbridge over Essex Regiment Way (C19) • PROW Improvements (C20)	• RDR1, Roundabout 4 Pedestrian/Cycle Crossing (C17)	• PROW Improvements (C20)
	Formal & Informal Recreation	• Channels Discovery Park (South) (D6, F9a, D11)	• Park Farm Meadows (South) (D6, D11)	• Discovery Park - Sports Hub (D8)
	Green Infrastructure	• Channels Discovery Park (South) (D6, F9a, D11) • Habitat Network Connectivity (F4) • Allotments Community Gardens and Orchards (F7) • Greenways (F11)	• Park Farm Meadows (South) (D8, F2, F10a, D11) • Habitat Network Connectivity (F4) • Allotments Community Gardens and Orchards (F6) • Greenways (F11)	• Channels Discovery Park (North) (D6, F9b, D11) • Habitat Network Connectivity (F4) • Greenways (F11)
	Employment	• Channels Employment Hub • Great Belsteads Village Centre (D10)	• Willow Hill Employment Hub	
	Education	• Great Belsteads Primary School (A3, A10) • Standalone Early Years Childcare Facility (A1)		
	Local Centres	• Great Belsteads Village Centre (D10)		
	Drainage	• SUDS (F5) • Sewers Points of Connection & Improvements	• SUDS (F5) • Sewers Points of Connection & Improvements	• SUDS (F5) • Sewers Points of Connection & Improvements
	Utilities	• Utilities Points of Connection & Improvements • Broadband Provision	• Utilities Points of Connection & Improvements • Broadband Provision	• Utilities Points of Connection & Improvements • Broadband Provision

PHASING AND DELIVERY

		OUTLINE PLANNING APPLICATION AREA		
PHASE	**TOPIC**	**CGC OPA 1 Ptarmigan Land (IDP Reference in brackets where relevant)**	**CGC OPA 2 Countryside L&Q (IDP Reference in brackets where relevant)**	**CGC OPA 3 Halley Developments (IDP Reference in brackets where relevant)**
PHASE 02 2030-2034	Highways	• Upgraded Access to P&R and CGC Innovation Hub	• East - West Road from Domsey Lane to Park Farm Meadows	• Junction Improvements at Wheelers Hill
	Sustainable Travel	• Bus Service (C1) • Travel Plans / Packs (C5) • Car Clubs (C7)	• Bus Service (C1) • Travel Plans / Packs (C5) • Car Clubs (C7) • Secondary Mobility Hub – Willow Hill (C9)	
	Active Travel			
	Formal & Informal Recreation	• Discovery Trail	• Park Farm All Through School Sports Provision	
	Green Infrastructure	• Habitat Network Connectivity (F4) • Greenways (F11)	• Habitat Network Connectivity (F4) • Greenways (F11)	
	Employment	• CGC Innovation Hub	• Willow Hill Village Centre (D10)	
	Education		• Willow Hill Primary School (A4, A10) • Park Farm All Through School (A6, A7, A8, A9, A10)	
	Local Centres		• Willow Hill Village Centre (D10)	
	Drainage	• SUDS (F5) • Sewers Points of Connection & Improvements	• SUDS (F5) • Sewers Points of Connection & Improvements	
	Utilities	• Utilities Points of Connection & Improvements • Broadband Provision	• Utilities Points of Connection & Improvements • Broadband Provision	

PHASING AND DELIVERY

		OUTLINE PLANNING APPLICATION AREA		
PHASE	**TOPIC**	**CGC OPA 1 Ptarmigan Land (IDP Reference in brackets where relevant)**	**CGC OPA 2 Countryside L&Q (IDP Reference in brackets where relevant)**	**CGC OPA 3 Halley Developments (IDP Reference in brackets where relevant)**
PHASE 03 2035-2039	Highways		• RDR 1 Roundabout 3 Toucan Crossing (C16)	
	Sustainable Travel		• Bus Service (C1) • Bus Gates (C2) • Travel Plans / Packs (C5) • Car Clubs (C7) • Primary Mobility Hub – Park Farm (C8) • Secondary Mobility Hub – Park Pale (C9)	
	Active Travel			
	Formal & Informal Recreation		• Park Farm Meadows (North) (D6, F2, F10b, D11)	
	Green Infrastructure		• Park Farm Meadows (North) (D6, F2, F10b, D11) • Habitat Network Connectivity (F4) • Allotments Community Gardens and Orchards (F6) • Greenways (F11)	
	Employment		• SUDS (F5) • Sewers Points of Connection & Improvements • Park Farm Village Centre (A2, D10)	
	Education		• Utilities Points of Connection & Improvements • Broadband Provision • Standalone Early Years Childcare (A2)	
	Local Centres		• Park Farm Village Centre *(A2, D10, B1**) • Park Farm Community Hub	
	Drainage		• SUDS (F5) • Sewers Points of Connection & Improvements	
	Utilities		• Utilities Points of Connection & Improvements • Broadband Provision	

*Inclusive of Parish Hall

**Medical Centre to be located within Park Farm Village Centre. Subject to OPA liaison with CCG on existing capacity and delivery triggers.

PHASING AND DELIVERY

		OUTLINE PLANNING APPLICATION AREA		
PHASE	**TOPIC**	**CGC OPA 1 Ptarmigan Land (IDP Reference in brackets where relevant)**	**CGC OPA 2 Countryside L&Q (IDP Reference in brackets where relevant)**	**CGC OPA 3 Halley Developments (IDP Reference in brackets where relevant)**
PHASE 04 2040-2044	Highways		• CNEB Mineral Conveyor Bridge Upgrade (C28, C29)	
	Sustainable Travel		• Bus Service (C1) • Travel Plans / Packs (C5) • Car Clubs (C7) • Secondary Mobility Hub – Hawthorn Village (C9)	
	Active Travel		• Southern CNEB Bridge Crossing (C26) • Northern CNEB Bridge Crossing (C27)	
	Formal & informal recreation		• Dukes Wood Nature Park (D6) • Dukes Wood Sports Hub (D9)	
	Green Infrastructure		• Dukes Wood Nature Park (D6, F2, F8, D11) • Habitat Network Connectivity (F4) • Allotments Community Gardens and Orchards (F6) • Greenways (F11)	
	Employment		• Hawthorn Village Centre (D9, D10)	
	Education		• Hawthorn Primary School (A5, A10)	
	Local Centres		• Hawthorn Village Centre (D10)	
	Drainage		• SUDS (F5) • Sewers Points of Connection & Improvements	
	Utilities		• Utilities Points of Connection & Improvements • Broadband Provision	

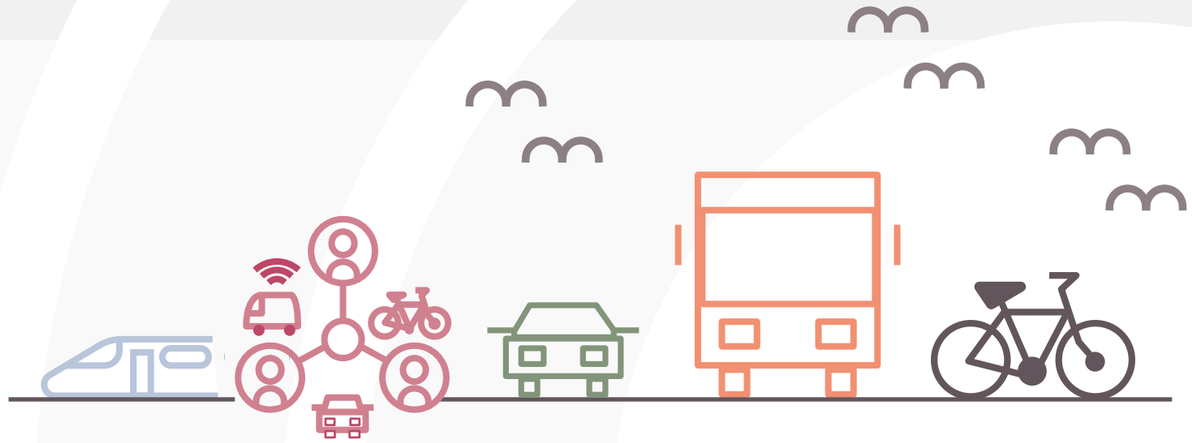
DELIVERY AND PHASING

FUTURE PROOFING









The Garden Community will be delivered over approximately the next 20 years and therefore it must ensure that it can adapt to changing policy, technology, demographics, environment and cultural behaviours during this time. It must also meet the needs of the present without compromising the ability of future generations to meet their own needs. Ensuring the Stage 1 Masterplan is 'future proofed' has therefore been a key consideration in the overall design.

Whilst reasons for changes can come from a variety and mixture of factors, the following text sets out a number of key change catalysts and provides examples of how the Stage 1 Masterplan has been designed to adapt to these.

The PFA will set the mechanisms for review and the approach for monitoring aspects of the CGC, such as transport movements. This will provide a formal process for future-proofing the development proposals and encouraging positive change over time.

PLANNING POLICY AND LEGISLATION

Whilst the Stage 1 Masterplan and future OPA Stage 2 Masterplans will be approved at fixed times, it is important that the future development is able to respond to changes in policies; such as planning, environmental and transport. Examples of adaptation methods include:

- If a revised Local Plan is adopted, and any OPAs are not approved, then the DFD will be revised in accordance with the new Local Plan policies and any future OPAs will need to be revised to reflect this.
- The cycle network's final design will be agreed at each RMA stage, consistent with the overall cycle network, but ensuring a responsive approach to emerging trends and best practice.
- Street Typologies will be updated at RMA stage in accordance with amendments to national and local design and safety standards.
- Open space and green infrastructure delivery will be reviewed at RMA stage to ensure the ability exists to incorporate historical features or strategies not accounted for at the OPA stage.
- The Waste Strategy will be conditioned as part of an OPA, and targets will be reviewed throughout the project lifecycle to ensure they are being met and are at a minimum in line with national and local policy.
- Employment floorspace will be secured via planning conditions to avoid any future changes in use via policy changes such as the General Permitted Development Order.

TECHNOLOGY

The phasing of the CGC is predicted to run until beyond 2040, as such the development will need to adapt and take advantage of advances in technology. Examples of where this can be done include:

- Bus use will be promoted throughout the life of development by encouraging the modernisation of facilities as well as technology to keep users up to date on locations, timings and sustainable transport initiatives.
- Travel Plans will undertake reviews at 3-year intervals to understand emerging technologies such as automated vehicles and whether it is practical, feasible and viable to deliver them in future phases of the development.
- Archaeological surveys will be agreed on a phase-by-phase basis and respond to future advances in technology to help reimagine buried remains and avoid harming historical assets.
- RMA Drainage will respond to emerging technologies and best practice to ensure CGC is at the forefront of implementing modern sustainable drainage measures.
- Layouts of buildings, both residential and non-residential, will be reviewed at RMA stage to ensure the design incorporates the potential for future technologies.
- On-site energy trials and post-construction monitoring could be undertaken to inform future development phases and assist in evolving energy strategies for future development phases.
- Future technological advances will improve efficiency and off-set an element of the potential additional electrical requirements that may come forward through increased populations.
- Passive network provision and capacity for off plot EV charging will be provided to secure a sufficient electricity supply to cater for future modes of electric vehicle travel.

DEMOGRAPHIC

As the CGC grows, the population will grow and overtime the demographics of the development will shift. In order to balance any shifts in population numbers and ages the following will be secured:

- Cycle routes and walking paths will be designed to a capacity that allows significant space for an expanding community.
- Infrastructure will be provided to allow an additional electrical load in the future without significantly altering core elements of the design.

DELIVERY AND PHASING

FUTURE PROOFING









- Utilities networks will be closely monitored to ensure that any advances will sufficiently sized and any additional capacity that may be required is sourced as efficiently and responsibly as possible.
- Sufficient floorspace will be provided to ensure that as the population of the Garden Community grows there will not be pressure on the availability of facilities.
- School land allocated will enable the ability to expand should demand dictate.
- Regular monitoring will be undertaken to ensure school sites are brought forward at a point where it meets demand, but does not undermine the sustainability of the school itself or other schools within or nearby the CGC.
- Schools will be designed in such a way to enable them to adapt as the needs of the new community develops.
- Housing will be provided to meet a range of size needs as well as needs for accessible dwellings and care units as well as other specialist housing.

ENVIRONMENT AND CLIMATE

In July 2019, Chelmsford City Council declared a climate and ecological emergency and pledged to take action to make the Council's activities net-zero carbon by 2030. Sustainable development principles run throughout the DFD, however in order to ensure the development is built with resilience to change the following will be implemented:

- The GBI network will be designed to be resilient to climate change by incorporating mitigation and adaptation, including a diverse planting palette of native and non-native species, selected to be robust and able to withstand dramatic changes in weather, pollution, water logging and drought whilst managing responses to infectious diseases such as Ash Dieback and Dutch Elm Disease.
- Surface water features will be designed using multiple, worst case, rainfall data profiles to build in resilience to climate change within the system.
- Buffer zones will be included within attenuation features to adapt to rainfall events that may fall outside of the design probability criteria.
- Large canopy trees will provide shading and assist with slowing surface water runoff.
- As trees mature on site their ability to capture carbon and release oxygen will be enhanced and promote healthier air.
- Buildings (including school and early years facilities) will be required to meet high sustainability standards to support the transition to a net zero economy and ensure the impacts of climate change are mitigated.
- Construct Environmental Management Plans will be secured by OPA conditions and provided at the RMA stage to ensure best practice is undertaken as part of the development delivery stages.
- A progressive shared vision will drive successful waste management and facilitate innovation in the need to reduce waste.

BEHAVIOURAL

It is recognised that people's views and attitudes to a range of lifestyle factors change over time, and as a result the development will need to be able to adapt to changes in demand. The following examples within the CGC allow for these changes:

- Comprehensive transport monitoring will ensure all measures are performing to expectations and can adapt where necessary to ensure CGC leads the way in supporting changing habits in terms of car ownership.
- Parking numbers will be monitored to adapt to a reduction in parking need in each phase and allow alternative uses for the spaces to come forward.
- Green infrastructure is designed to promote low carbon behaviour by creating safe, attractive, high quality, inclusive, green open spaces on people's doorsteps, easily accessible by sustainable modes of travel, reducing the need to travel by car.
- Formal sport is provided as a critical mass to enable flexibility for a range of pitch layouts to allow for existing and future local needs.
- Sports hubs provide large areas of informal recreation and amenity space close to Village Centres and allow for the flexibility for future outdoor community events, gatherings and other local needs.
- Passive network provision and capacity for off plot EV charging will securing a sufficient electricity supply to cater for future modes of electric vehicle travel.
- Buildings will be designed with sufficient flexibility to ensure that floorspace will be available for a wide range of health and community facilities as new households move in and community groups form.
- During the early phases of the development, consideration will be given to meanwhile uses and the ability of spaces to be used flexibly so that they can adapt according to the individuals, groups and organisations who wish to use them.
- Flexible and resilient employment floorspace will be provided that can be adapted to meet changing needs of businesses.
- Super-fast broadband provision will support home working and smaller workspace hubs for start-up business.
- The Site Wide Stewardship Steering Group will ensure long term monitoring is carried out to be adaptable to changing needs across the development.



10.

DETAILED DESIGN CODE FRAMEWORK



DETAILED DESIGN CODE FRAMEWORK

SITE WIDE DESIGN PRINCIPLES AND DETAILED DESIGN CODE STAGES

CONTEXT

Outline Planning Applications (OPAs) will be prepared for each of the three zones of CGC. They will vary in extent, with each one covering approximately 1000 to 3500 dwellings, together with varying amounts of open space, employment, commercial, community and mixed use floor space. Each OPA will need to demonstrate compliance with Stage 1 of the Masterplan (ie. the DFD, IDP and PFA), albeit allowing for agreed refinements in response to progression of the evidence base (including EIA), and the outcome of consultation exercises throughout the OPA stage - to ensure a joined-up approach to comprehensive masterplanning. Once approved, the Outline Planning Permissions (OPPs) will then comprise Stage 2 of the Masterplan.

Following submission of the three OPAs, a consolidated set of draft strategic parameter plans for the whole Garden Community will be prepared (i.e. amalgamating plans from each OPA to create a comprehensive set covering land use, access and movement, building heights and green infrastructure). These plans will be provided to the Council, providing illustrative context to assist in the determination of the OPAs. The set of draft strategic parameter plans will be for information only, and the approval of any OPA will be not contingent upon them. This will enable the plans to evolve over time - to reflect any pertinent changes made to particular elements of the OPAs during the application and negotiation process.

The preparation and submission of Detailed Design Codes for approval will be a condition of each OPP. Design coding should focus on short to medium-term development, rather than development that may be many years away from construction. On schemes of several thousand homes, it is therefore appropriate to establish a phased design coding regime, which allows for a series of codes to be produced over time. This regime will ensure that all codes are demonstrably compliant with the Masterplan and are produced to a consistent level of detail and prescription.

DESIGN CODING FRAMEWORK

In addition the Masterplan there will be two tiers of design guidance that will directly inform the preparation of any RMA: the Site Wide Principles (informative) and the Detailed Design Codes (prescriptive).

Site Wide Principles (SWPs)
The SWPs will describe aspects of spatial co-ordination between different zones / development parcelsw that will be considered when preparing individual Detailed Design Codes (DDCs) and subsequent RMAs. They will address the interface between different OPA Zones and describe the requisite integration between them in terms of connectivity. They will also highlight the need for a consistent design approach to various common elements of site wide infrastructure and repeated components of public realm. The Design Codes and Applications will in turn need to demonstrate recognition of the SWPs.

The SWPs will be set out in a document to accompany the draft strategic parameter plans, specifically to inform the production of DDCs and future RMAs - while providing a link to the aspirations of the DFD.

The PFA will require collaboration between Consortium members and the Council in agreeing the scope and content of the SWPs document, recognising that it will address matters that may be approved at OPA stage, as part of DDCs, or at RMA stage.

The PFA will underpin the commitment to collaboration between the Consortium members and Local Authority in the production of the strategic site wide parameter plans and the SWPs document. The PFA will provide the necessary clauses to ensure all Consortium members are consulted prior to the specification of the SWPs. The process for defining the scope of the SWPs, and the submission of the SWPs document to the Council, will be set out in the PFA.

The PFA will also set out a process for making future amendments and/or additions to the SWPs, such as may be required to reflect the particular characteristics or constraints presented by a particular phase, or phases, of development.

There will be various common elements of site wide infrastructure and repeated components of public realm that will require suitable consistency and quality in their design. Where appropriate these will be covered by Detailed Design Codes (see below), for submission to, and approval by, the Council. Some specific elements may be agreed to be independent of a Detailed Design Code and will be submitted for approval as an RMA – demonstrating where applicable the consistency in design approach described in the SWPs.

Detailed Design Codes (DDCs)
The NPPF makes it clear that the degree of prescription within design codes should be tailored to the circumstances and scale of change in each place and should allow a suitable degree of variety. For a site with a Masterplan and Vision, codes should be detailed and specific. Best practice indicates they should carefully distinguish mandatory design instructions from discretionary design guidance. Each OPP will include a condition requiring the approval of a DDC, or DDCs, for the relevant area of the development - prior to the approval of any RMA.

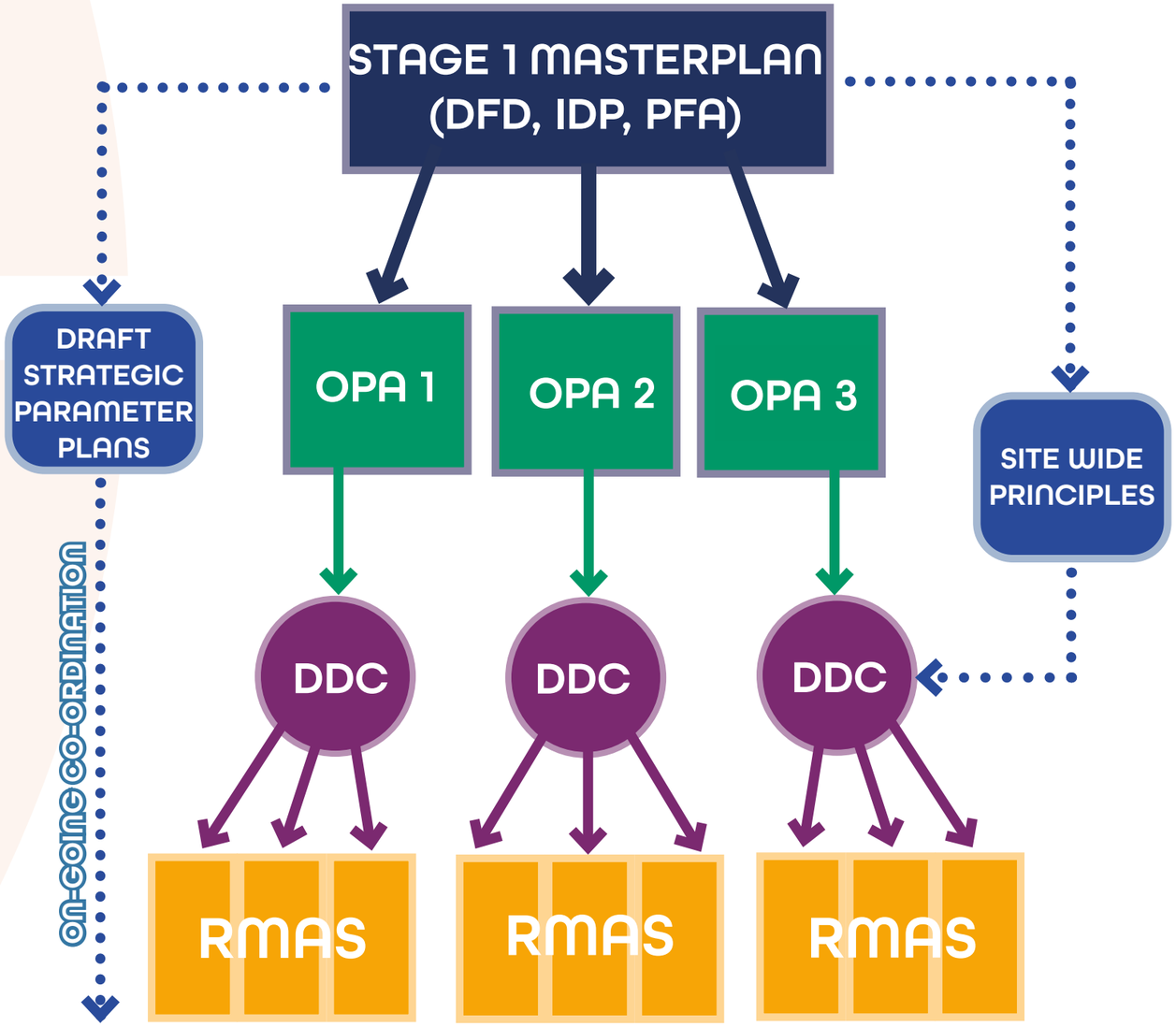
The DDCs for CGC will vary in their extent but will be consistent in their objectives and in how they stipulate design quality, following a consistent structure and format (see Appendix 2). All DDCs will make suitable reference to the latest version of the SWPs document to ensure consistency across CGC.

Each DDC might be expected to cover a part of the site that, in its delivery, could represent up to approximately five years in programme and/or up to 1500 homes in coverage. This will allow for the smaller OPA areas to be coded in single documents, and the larger area to be coded in phases, reflecting its longer duration in design and delivery. It may be appropriate for certain elements or particular uses that need to be delivered independently, such as schools or employment areas, to have their own DDC.

Example specifications for the DDCs, and for other types of design guidance documents, are included at Appendix 2 of this DFD. Each DDC will include a Regulatory Plan (i.e. a single scalable drawing), which refers back to the DFD Framework Parameter Plans and any approved OPA Parameter Plans, together with instructions on how to interpret the same. The Regulatory Plans will address layout issues, i.e. the framework of routes and spaces that connect across the sub-area in question and into adjacent sub-areas, and the proposed patterns of blocks.

The DDCs will address aspects of design not prescribed at OPA stages, including the stipulation of building typologies appropriate to parcel frontages and character areas. The DDCs will extend to aspects of land use, landscape design, and architectural design / style / materials. It is envisaged that the DDCs will be more prescriptive along the edges of development parcels, where built form fronts key spaces and streets. Greater flexibility will be permitted within the development parcels.

The DDCs will also extend to aspects of sustainability and building performance by referring to appropriate industry-recognised standards including the Future Homes Standard and Building Regulations.



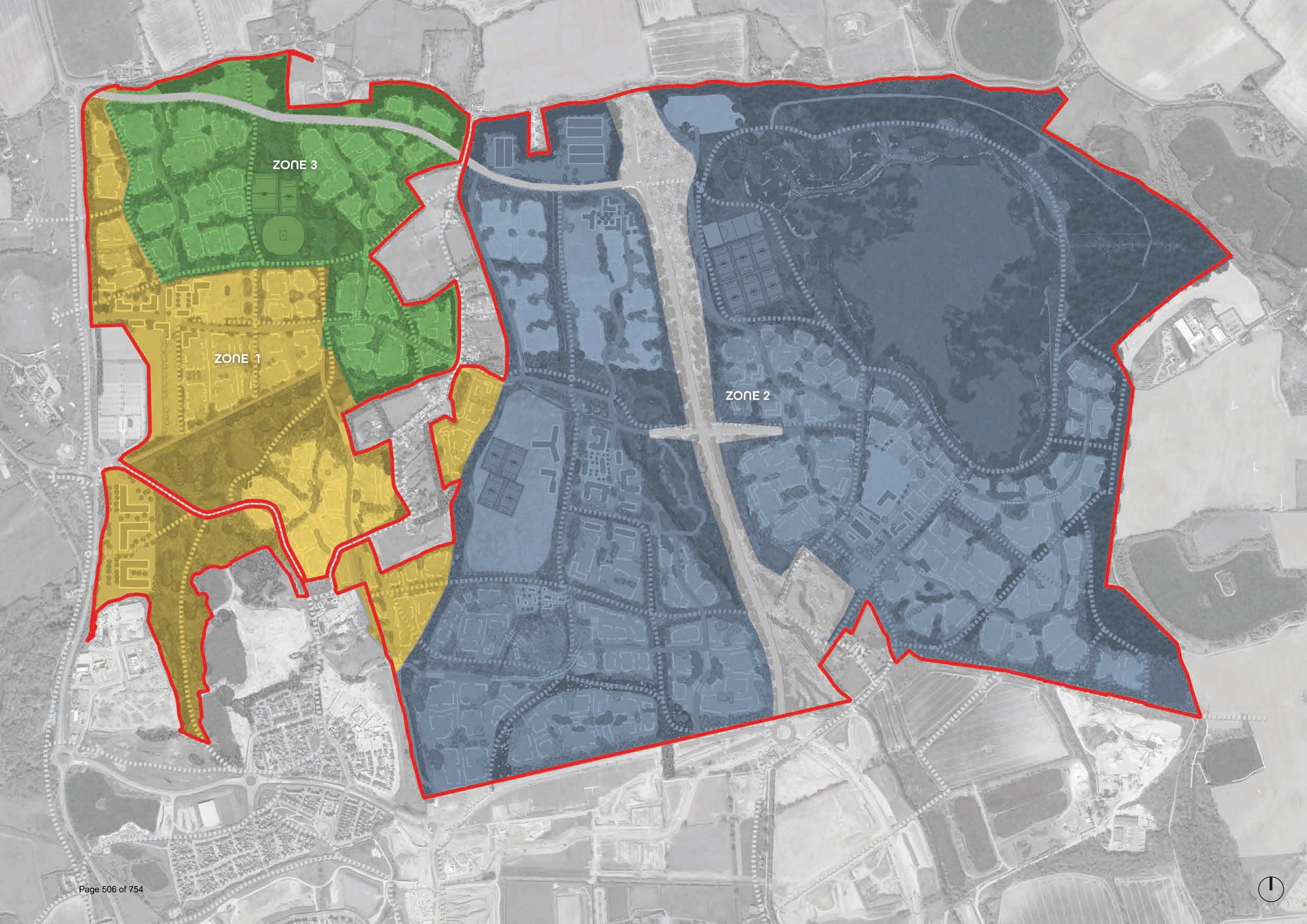
PLANNING PROCESS ILLUSTRATION

11.

IMPLEMENTATION

PLANNING APPLICATION REQUIREMENTS




ZONE 3
ZONE 1
ZONE 2

IMPLEMENTATION - PLANNING APPLICATION REQUIREMENTS

PRE-APPLICATION/PPA

Whilst the pre-application engagement will involve a range of public consultation, at all times throughout the CGC's development the public will have the opportunity to be involved in the planning process. This opportunity will largely be through commenting on planning applications (either individually or as part of local groups), but they will also be able to contact local Councillors to highlight ambitions, or make comments through local interest groups.

Regular site visits will be carried out with Members and other key Stakeholders in liaison with the Site Wide Stewardship Steering Group.



ONGOING CONSULTATION

PRE-APPLICATION/PPA

In order to ensure each applicant undertakes the relevant assessments prior to submitting an OPA, pre-application engagement between the applicant and the City and County Councils will be critical.

To maximise the benefit of these discussions and provide certainty for all parties, a 'Planning Performance Agreement' (PPA) will be agreed. This is an agreement which the local planning authorities and applicants can use to agree timescales, actions and resources for handling particular applications. It will cover the pre-application and application and post-application stages.

The OPA pre-application stages will include:

- at least one public Consultation Exhibition.
- up to two Member briefings
- stakeholder meetings to be agreed via the PPA
- EIA Scoping - To ensure the correct assessments are undertaken



ENVIRONMENTAL IMPACT ASSESSMENTS (EIA)

Each OPA will be EIA development and will be supported by an Environment Statement (ES) to determine the potential environmental, social, and health effects of a proposed development.

As the Stage 2 Masterplan OPA are brough forward, it is important that the EIA strategy is cohesive and incorporates all available evidence when assessments are made to ensure adequate cumulative assessment.

Each OPA will use the following EIA strategy:

- the EIA for each OPA area will, where appropriate and required, consider the potential cumulative effects of the wider development proposals within the Garden Community as set out in this DFD
- the starting point for consideration of potential cumulative effects of the wider development proposals will take into account the relative certainty of each OPA area at that time with reference to 'PINS Advice Note Seventeen: Cumulative effects assessment relevant to nationally significant infrastructure projects'. Whilst Advice Note 17 sets out a staged approach to cumulative effects assessment for Nationally Significant Infrastructure Projects, due to the scale of redevelopment proposed within the CGC, it provides helpful context for assessing the cumulative effects of the different developments that are likely to come forward
- the tiered approach to assessing cumulative effects, will be dependent on the information available at the time in the public domain and reasonable assumptions, using the DFD and IDP inform this. E.g., where later developments are submitted for OPA, more detailed information will be available to base a cumulative effects assessment on, compared with earlier OPA's

For the CGC this would mean that:

- the first OPA will take its assumptions for unknown data from masterplan documents (the DFD, PFA & IDP) and any other information available at the time
- the second OPA will then be able to use the information in the first outline EIA, as well as the masterplan documents for other areas
- this chain would continue for the subsequent OPA until all environmental impacts have been assessed

- Each EIA Scoping Opinion Request Report will set out how the wider CGC will be assessed cumulatively within its EIA (and/or incorporated into future baselines where relevant).

PRE-APPLICATION/PPA



OUTLINE PLANNING APPLICATIONS (OPA)

The OPAs will be supported by a number of Parameter Plans for approval that will be based upon and in broad conformity with the DFD Framework Parameter Plans. Appendix 1 of this document sets out the key themes that are to be covered in the application, the documents needed to be submitted, and what the documents will be delivering. An application will need to comply with this list to ensure the application is validated (See Appendix 1).

Each Stage 2 Masterplan OPA will be required to be based upon and in broad conformity with the Stage 1 Approved Documents including this DFD and associated documents, which are significant material considerations.

Should any OPA not be approved by the time any revised Local Plan is adopted, then the DFD will be revised in accordance with the new Local Plan policies and all future OPA's will need to be revised to reflect this.

Each OPA will include a set of Outline Conditions that establish restrictions and further details that are required at the reserved matters application stage (RMA). These Outline Conditions will be agreed at the OPA Stage and will worded in such a way that allows flexibility for later phases to incorporate the latest technology and adhere to updated policy and legislation.



SWP AND DETAILED DESIGN CODES

The Site Wide Principles (SWPs) will describe aspects of site wide co-ordination that will be considered when preparing individual Detailed Design Codes (DDCs) and subsequent RMAs. They will address the interface between different OPA Zones and describe the requisite integration between them in terms of connectivity. They will also highlight the need for a consistent design approach to various common elements of site wide infrastructure and repeated components of public realm. The Design Codes and Applications will in turn need to demonstrate recognition of the SWPs.

The SWPs will be set out in a document to accompany the draft strategic parameter plans, specifically to inform the production of DDCs and future RMAs - while providing a link to the aspirations of the DFD. This will allow subsequent Detailed Design Codes to be prepared for different parts of the site that will vary in their size and content, but that are consistent in their objectives and how they stipulate design quality – while making reference back to the overarching SWP.

The Detailed Design Codes will address aspects of design not prescribed at Outline Planning stages, including the stipulation of building typologies appropriate to parcel frontages and character areas.



RESERVED MATTERS APPLICATIONS (RMA)

Reserved Matters applications will seek approval for the following:

- **appearance -** aspects of a building or place which affect the way it looks, including the exterior of the development
- **means of access -** covers accessibility for all routes to and within the site, as well as the way they link up to other roads and pathways outside the site
- **landscaping -** the improvement or protection of the amenities of the site and the area and the surrounding area, this could include planting trees or hedges as a screen
- **layout -** includes buildings, routes and open spaces within the development and the way they are laid out in relations to buildings and spaces outside the development
- **scale -** includes information on the size of the development, including the height, width and length of each proposed building

The Phasing strategy anticipates delivery of the wider development, however this will likely be broken down further into smaller Reserved Matters Areas.

APPENDIX 1
EVIDENCE BASE



APPENDIX 1

EVIDENCE BASE

To ensure that the development can deliver the best of town and country, and the best of neighbourhoods and nature, a range of environmental and technical baseline studies have been undertaken to inform the DFD. These are presented in the form of 'Evidence Base' documents covering economic, social and environmental characteristics and prospects of the area that have in turn guided the content of this document.

The full list of the Evidence Base documents, alongside the list of responsible consultants is set out in the table below.

Document	Consultant
North East Chelmsford Garden Community Employment Study, July 2020	Lichfields
Chelmsford Industrial Market Report, September 2021	BNP Paribas Real Estate
Chelmsford Garden Community, Employment Space Summary	JTP
Landscape & Visual Technical Note, March 2022, Rev C	Bradley Murphy Design
North East Chelmsford Tree Survey, August 2018	Sharon Hosegood Associates
Health and Social Infrastructure Technical Appendix, November 2022	Quod
Educational Technical Appendix, November 2022	Quod
Energy & Sustainability Workshop Feedback, March 2022	Arcadis
Carbon Framework Technical Note, December 2022	Turley
Waste Strategy, February 2022	Arcadis
Cultural Heritage Desk Based Assessment, September 2021	Aecom
Nature Recovery Networks at Chelmsford Community Garden, May 2022	Southern Ecological Solutions
Onsite Civil Engineering Infrastructure Statement, May 2022	Aecom
Utilities Report, January 2022	TriConnex
Movement Strategy, Incorporating: • **Movement Strategy summary, December 2022** • **Appendix A1 Modal Share targets, May 2022** • **Appendix A2 Walking and Cycle Strategy, May 2022** • **Appendix A3 Parking Strategy, January 2023** • **Appendix A4 Bus Strategy May 2022** • **Appendix A5 Content of OPA's, May 2022** • **Appendix A6 Access Strategy, May 2022**	Mayer Brown and TPA
Statement of Community Involvement May 22	JTP

APPENDIX 2
DESIGN CODE
FRAMEWORK

DETAILED DESIGN CODE FRAMEWORK

A consistent structure will be required for all Detailed Design Codes. Their running order and content will be agreed between the Consortium and the Council. As an illustration of the potential structure the codes could take, an example format is described below:

PART A: BACKGROUND

CHAPTER 1 – INTRODUCTION

This chapter could include content such as:

- Purpose of the Design Code
- Status of the Design Code and relationship to the Stage 1 Masterplan
- Vision & Design Objectives - reference to DFD
- Outline Parameter Plans
- Using the Design Code
- The Regulatory Plan
- Illustrative Masterplan
- Design Code Compliance Checklist

CHAPTER 2 – CONTEXT

This chapter could include content such as:

- Location & Scope of Project Phase
- Wider Planning Context including adjoining CGC Phases
- Existing Site Features (e.g. Topography, Watercourses, Heritage
- Assets, Existing Woodland Blocks and Public Rights of Way)
- Movement and Transport network

CHAPTER 3 – SITE WIDE PRINCIPLES

This chapter could make brief reference back to the SWPs document, highlighting areas applicable to this particular DDC.

PART B: SPATIAL

CHAPTER 4 – LANDSCAPE

This chapter could include content such as:

- Landscape Vision and Framework
- Key Open Spaces
- Primary Green Infrastructure Component A, B, C etc.
- Key Groupings A, B, C etc.
- Sustainable Drainage Features

CHAPTER 5 - MOVEMENT & ACCESS

This chapter could include content such as:

- Movement and Access 'Guiding Design Principles' and
- Regulatory Plan
- Access Points
- Mobility Hubs
- Street Hierarchy and Active Travel Routes
- Primary Street
- Secondary Street
- Cross Parcel Permeability and Tertiary Streets
- Tertiary Streets: Standard
- Tertiary Streets: Home Zone / Shared Surface
- Private Drives
- Cycle and Pedestrian Network
- Bus Network and Bus Gates
- Vehicular Parking
- Cycle Parking

CHAPTER 6 - BUILT FORM

This chapter could include content such as:

- Built Form Guiding Design Principles and Regulatory Plan
- Key Elements
- Frontage Character
- Character Areas
- New Neighbourhoods
- Dwelling Typologies
- Parking Typologies
- Boundary Typologies
- Residential Density
- Building Heights
- Residential Plot Layout Rules
- Architectural Principles for Residential Built Form
- Principles for Mixed Use Built Form
- Community Uses
- Employment Uses
- Commercial Uses
- Later Living or similar
- Refuse & Recycling Strategy

PART C: DETAIL

CHAPTER 7 - DETAILING THE PLACE

This chapter could include content such as:

- Public Realm Palette
- Hard Landscape Materials
- Street Furniture Materials*
- Existing Vegetation
- Planting Strategy
- Productive Landscape Strategy
- Biodiversity & Ecology Strategy
- Lighting Strategy*
- Wayfinding Strategy*
- Public Art Strategy *
- Private & Semi Private Spaces
- Boundary Strategy & Palette
- Boundary Treatment Types
- Materials and Planting

*May form a separate strategy prepared alongside Detailed Design Codes

PART D: TECHNICAL

Chapter 8 - Technical Standards

This chapter could include content such as:

- Private Amenity Space (Residential)
- Parking Standards
- Site-Wide Utilities Accommodation
- Electric Vehicle Charging
- Accommodating Bin Storage and Waste
- Play Provision Strategy
- Sport Provision Strategy

NOTE: the example content listed above will assist discussion of topics suitable for inclusion in Detailed Design Codes and therefore is not presented as a definitive or agreed schedule of content for them.

APPENDIX 3
KEY VALIDATION REQUIREMENTS

APPENDIX 3

KEY VALIDATION REQUIREMENTS

APPENDIX 3 - PLANNING APPLICATION REQUIREMENTS

Planning applications for all development to be accompanied by written and illustrative material to demonstrates how proposals align with the Local Plan, DFD, Framework Parameter Plans and all other material planning considerations.

Key themes to be covered with the application submission documents will include:

- Land use and amount
- Residential development
- Employment development
- Education
- Social & Health
- Movement and Utilities
- Access and movement
- Strategic utilities
- Green Infrastructure and Open Space
- Connected green infrastructure
- Public Open Space
- Open space tiers

OUTLINE PLANNING APPLICATION

The documents to be submitted as part of any Outline Planning Application (OPA), and what these will include, is detailed in Table 1 below. The final list will be determined by each application area's site-specific characteristics and agreed with Chelmsford City Council through the PPA Pre-Application Process and EIA Scoping.

Table 1 – Outline Planning Application Requirements

Plans	Details
Site Location Plan	Should be at an identified standard metric scale and show the direction of north. It should show the application site boundaries outlined in red and a blue line should be drawn around any other land owned by the applicant that is close to or adjacent to the site. The plan should identify roads and or buildings on land adjoining the application site.
Site Plan (Block Plan)	Should be at an identified standard metric scale and show the direction of north. Should show the proposed development in relation to the site boundaries and other existing buildings on the site, with dimensions specified including those to the boundaries.
Outline Parameter Plans	The DFD includes a number of quantified Framework Parameters. The Parameter Plans for each OPA will be scalable drawings, which include detailed breakdowns of quantities as appropriate: e.g. amounts (in ha) of developable land, broken down by types; extents (in ha) of local centres; and amounts (in ha) of green infrastructure, broken down by type, etc. All OPA Parameter Plans will be produced to a common drawing specification and style, which will be agreed with CCC before the first OPA is submitted. Together the various OPA Parameter Plans will provide a complete picture of the development proposals across CGC as a whole. This will include land use, building heights, areas of potential built development, access and movement, landscape (green and blue infrastructure), public open space and other key structuring and place making components and be in accordance with the DFD Framework Parameter Plans. The Outline Parameter Plans will inform the EIA and should be used in a way that does not inhibit the evolution of detailed proposals. For example, setting maximum parameters for aspects such as building heights can still allow flexibility in determining the detailed design of a scheme.
Illustrative masterplan	This will provide an illustrative image of the site layout based on the submitted details

APPENDIX 3

KEY VALIDATION REQUIREMENTS

Documents	Details
Outline Application Form and Certificates	
Draft Section 106 Heads of Terms	In accordance with the Stage 1 Masterplan DFD, IPD and PFA.
Planning Statement	To identify the context and describe the proposed development and includes an assessment of how the proposed development accords with the relevant national, regional and local adopted planning policies, as well as the Stage 1 Masterplan DFD, IPD and PFA.
Affordable Housing Statement	This will set out the overall level of affordable housing proposed as well as the indicative number, size, type and tenure of the units. Included in the Planning Statement.
Minerals and Waste Infrastructure Impact Assessment	To provide evidence that waste sites and infrastructure are able to continue their operation without being impacted by the proposal.
Minerals Supply Audit	To include: · Information on anticipated volumes (aggregates / site enabling, and building supplies if avail) · Identification where possible of material arising from development of this site; · Aggregate needed to implement the proposed development; · How this is going to be phased over the lifetime of this development; · Identify if a supply market for aggregates & minerals been identified to support the delivery of this site. The transport of minerals material to and from the site will also need to be taken into account.
Strategic levels report	To provide rationale on cut and fill strategy.
Agricultural land survey	Where relevant this will assess the quality of agricultural land.
Design and Access Statement	Should explain the design thinking behind the prodevelopment, making it easier for the City Council, consultees and interested parties, to understand how the scheme has developed. It should show how the proposed development will be accessible for different people. It should include details of the proposed uses, quality, layout, scale, landscaping and access. It should also include the approach to phasing and delivery as well as Detailed Design Code.
Statement of Community Involvement	This will detail the measures taken to consult and involve the local community in the development, before the application was submitted. It will also set out how the views of residents have been incorporated into the development.

APPENDIX 3

KEY VALIDATION REQUIREMENTS

Environmental Statement (ES) and Non-Technical Summary (NTS)	This will identify the potential environmental effects of the proposed development and propose relevant mitigation.
Transport Assessment and Travel Plan (Inclusive of Bus Strategy, Active Mode Strategy, Parking Strategy and Access Strategy)	To be included as an Appendix to the ES. This will confirm the impacts upon the local highway, how impacts will be mitigated and how sustainable modes of transport will be promoted.
Flood Risk Assessment and Drainage Strategy (to include Framework SUDS Maintenance Plan)	To be included as an Appendix to the ES. This will confirm that the development will not be at risk of flooding and will also confirm a drainage strategy to ensure no unacceptable impacts occur within or outside of the CGC.
Ecological Survey and Report / Biodiversity Gain Statement	To be included as an Appendix to the ES. This will confirm the impacts upon localised ecology, how impacts will be mitigated, the BNG baseline (using most up-to-date DEFRA metric) and how ecological gains could be achieved.
Arboricultural Survey and Report	To be included as an Appendix to the ES. This will confirm the impacts upon localised arboriculture and how impacts will be mitigated.
Archaeological Assessment	To be included as an Appendix to the ES. This will confirm the archeology on the site and how risk to any potential archaeology will be mitigated.
Land Compliance Study for Schools	To confirm the proposed school locations are appropriate and deliverable. This will be in line with 'Essex County Council Developers' Guide to Infrastructure Contributions' document (2019).
Stewardship Statement	To confirm how the long-term stewardship of the site will be secured.
Viability Assessment	This will be covered by the IDP and PFA
Specialist Housing Statement	This will demonstrate how specialist housing needs have been considered. This will be included within the Planning Statement.

APPENDIX 3

KEY VALIDATION REQUIREMENTS

Documents	Details
Economic Strategy	This will consider: • A realistic level of self-containment is achieved, with as many commuting journeys as possible undertaken through walking, cycling and public transport. • Sustainable access to employment opportunities in neighbouring major employment centres. • A mix of employment uses aligned with a clear sectoral strategy; and • Innovation infrastructure including business and academic networks, spaces for collaboration.
Noise Assessment	To be included as an Appendix to the ES.
Air Quality Assessment	To be included as an Appendix to the ES.
Landscape and Public Open Space / Green Infrastructure Strategy	To be included as an Appendix to the ES.
Sustainable Drainage Strategy	To be included as an Appendix to the ES.
Ground Investigation Report	To be included as an Appendix to the ES.
Outline Construction Management Plan	To be included as an Appendix to the ES.
Heritage Statement	To be included as an Appendix to the ES. To include Desk Based Assessment and Detailed Setting Assessment.
Utilities Report (to include high-level utilities layout)	To be included as an Appendix to the ES.
Community Facilities Strategy	To be included as an Appendix to the ES.
Education Strategy	To be included as an Appendix to the ES.
Energy and Sustainability Strategy	To be included as an Appendix to the ES.
Overarching Waste Strategy (OWS)	To be included as an Appendix to the ES.
Foul Water Drainage Strategy	To be included as an Appendix to the ES.
Health Impact Assessment	To be included as an Appendix to the ES.
Non-intrusive Archaeological Surveys / Overarching Written Scheme of Investigation.	To be included as an Appendix to the ES.

APPENDIX 3

KEY VALIDATION REQUIREMENTS

Environmental Statement Chapters (subject to Scoping Opinion)
1. Introduction
2. Description of the Site and Surrounding Area
3. The Development Proposals (including waste)
4. Planning Policy Context
5. Methodology for the Environmental Statement
6. Air Quality
7. Archaeology and Historic Environment
8. Biodiversity
9. Carbon and Climate Change
10. Ground Conditions and Soils
11. Health
12. Hydrology and Hydrogeology (including Flood Risk and SuDS
13. Landscape and Visual
14. Noise
15. Socio-economics
16. Traffic and Transport
17. Major Accidents and Disasters
18. Cumulative, In-combination and Interactive Effects
19. Conclusions of Significance
20. References
21. Glossary
22. Alternative Site Assessment

Where external documents are referenced, the most up-to-date version of the document will be reviewed and complied with at the time of submission.
The submitted Environmental Impact Assessment will include:

1. A description of the aspects of the environment likely to be significantly affected by the development including in particular population, fauna, flora, soil, water, air, climatic factors, material assets, including the architectural and archaeological heritage, landscape and the inter-relationship between the above factors.
2. A description of the likely significant effects of the development on the environment, which should cover the direct effects and any indirect, secondary, cumulative, short, medium and long term, permanent and temporary, positive and negative effects of the development.
3. A description of mitigation measures proposed to prevent, reduce and where possible, offset any significant adverse effects on the environment.

APPENDIX 3

KEY VALIDATION REQUIREMENTS

RESERVED MATTERS APPLICATION

Subject to the approval of any OPA, Reserved Matters Applications (RMAs) would need to be submitted for various phases of development. The documents to be submitted as part of any RMA, and what these will include, is detailed in Table 2 below. The final list will be determined by each application area's site-specific characteristics and agreed with Chelmsford City Council through the PPA Pre-Application Process.

Table 2 – Reserved Matters Application Requirements

Plans	Details
Site Location Plan	Should be at an identified standard metric scale and show the direction of north. It should show the application site boundaries outlined in red and a blue line should be drawn around any other land owned by the applicant that is close to or adjacent to the site. The plan should identify roads and or buildings on land adjoining the application site.
Site Plan (Block Plan)	Should be at an identified standard metric scale and show the direction of north. Should show the proposed development in relation to the site boundaries and other existing buildings on the site, with dimensions specified including those to the boundaries.
Existing and Proposed Floor Plans	Drawn to a scale of 1:50 and showing all relevant information such as openings, windows and doors.
Existing and Proposed Elevations	Drawn to a scale of 1:50 and showing all relevant information such as materials, windows and doors. Final details would be secured by a condition.
Existing and Proposed Sections	Drawn to a scale of 1:50 and showing all relevant information.
Landscape Plan	Should show how green infrastructure will be incorporated into the proposed development.
Parking Plan	Should demonstrate how parking has been considered across the site and provide an adequate provision that aligns with the OPA.
Documents	**Details**
Accommodation Schedule	Lists all residential units proposed and captures key information about each unit, such as bedroom numbers, Nationally Described Space Standards information, accommodation type and tenure.
Affordable Housing Statement	This will set out the overall level of affordable housing proposed as well as the indicative number, size, type and tenure of the units. Included in the Planning Statement.
Design and Access Statement	Should explain the design thinking behind the proposed development, making it easier for the City Council, consultees and interested parties, to understand how the scheme has developed. It should show how the proposed development will be accessible for different people. It should include details of the proposed uses, quality, layout, scale, landscaping and access. It should also include the approach to phasing and delivery as well as Detailed Design Codes.
Ecological Survey and Report / Biodiversity Gain Plan	This will confirm the impacts upon localised ecology, how impacts will be mitigated and how ecological gains will be achieved. It will also provide detailed information on specific BNG delivery including what BNG will be delivered, where it will be delivered and how it will be delivered.
Sustainable Development Checklist	This will explain how the scheme incorporates sustainable design features to reduce carbon dioxide and nitrogen dioxide emissions, and the use of natural resources.
Arboricultural Survey and Report	This will confirm the impacts upon localised arboriculture and how impacts will be mitigated.
Drainage Technical Note	This will confirm how the proposed development aligns with a site wide drainage strategy.
Unilateral Undertaking to support the Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy.	This will secure a fee to contribute to ensure habitat mitigation measures are in place as advanced by the Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy.
Planning Statement	This will identify the context and describe the proposed development and includes an assessment of how the proposed development accords with the relevant national, regional and local adopted planning policies, as well as the Stage 2 OPA Masterplan.

Final details of matters such as lighting, materials, street signage, hard and soft landscaping, biodiversity, construction, energy, utilities, archaeology and contamination will be approved as part of conditions which are secured through both the OPA and RMA processes.

A.

APPENDIX 4
NON-RESIDENTIAL FLOORSPACE

APPENDIX 4

INDICATIVE NON-RESIDENTIAL AREAS

	Zone 1			Zone 2							Zone 3	
USE (USE CLASS)	**Innovation Hub**	**Great Belsteads Village**	**Channels Employment Hub**	**Willow Hill Employment Hub**	**Willow Hill Village**	**Park Farm Village**	**Park Farm ATS**	**Park Farm Community Hub**	**Hawthorn Village**	**Dukes Wood**	**Great Belsteads Sports Hub**	**TOTAL**
Employment Office (Class E(g))	39,940m²	500m²	1,440m²		250m²	500m²			500m²			**43,130m²**
Employment (Class B2 /B8 /E(g))				16,000m²								**16,000m²**
Medical Centre (Class E(e))						1,200m²						**1,200m²**
Standalone Day Nursery (Class E(f))						500m²						**500m²**
Four Court Sports Hall (Class F2)							1200m²					**1,200m²**
Sports Pavilion (Class F2)										600m²	600m²	**1,200m²**
Flexible community and education floorspace including meeting rooms, art, and cultural space (Class F1 and F2)		600m²			250m²	500m²		400m²	250m²			**2,000m²**
Class E - Retail		2,120m²			500m²	2,000m²			1,000m²			**8,020m²**
Class E / Sui Generis					200m²	1,000m²		200m²	1,000m²			
TOTAL												**73,250m²**

School Sites		2.4ha			2.1ha		11.15ha		2.1ha			
Formal Sports Facilities							4 x adult football (incl. 1 x 3G pitch)			7.36ha	6.1ha	
Travelling Showpeople Site										9 Plots (2.02ha)		
Children Play Space (LEAP)	0.66ha (to be spread out across OPAs)											
Youth Play Space (NEAP)	0.66ha (to be spread out across OPAs)											
Allotments or Community Garden or Orchard	3.96ha (to be spread out across OPAs)											

* Subject to OPA1, OPA2 & OPA3

Chelmsford Garden Community

Appendix 5

Dated 2025

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT INCLUDING FUNDING RESOLUTIONS FOR JUNCTION 19 AND ROUNDABOUT 5

Chelmsford City Council

and

Essex County Council

and

Ptarmigan Chelmsford A Limited

and

Halley Developments Ltd

and

Threadneedle Pensions Limited

and

Hanson Quarry Products Europe Limited

and

Countryside L&Q (North East Chelmsford) LLP

and

Countryside L&Q (Beaulieu Park) LLP

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Chelmsford Garden Community - Planning Framework Agreement

under section 106 of the Town and Country Planning Act 1990 (as amended) and other enabling powers relating to land to the north-east of Chelmsford beyond the existing developments of Beaulieu and Channels including the former Boreham Airfield

Ref: JM/81599.1
Email: janette.mccarthy@mishcon.com

TABLE OF CONTENTS

No.	Heading	Page
1.	DEFINITIONS	4
2.	INTERPRETATION	23
3.	LEGAL BASIS	19
4.	LANDOWNERS' COVENANTS	25
5.	COUNCILS' COVENANTS	26
6.	THREADNEEDLE	
7.	MORTGAGEES	26
8.	STATUTORY AUTHORITY AND CONDITIONALITY	28
9.	GENERAL PROVISIONS	21
10.	LINKAGES	30
11.	VALUE ADDED TAX	31
12.	DISPUTE RESOLUTION	31
13.	FORCE MAJEURE EVENT	32
14.	NOTICES	33
15.	CHANGE OF OWNERSHIP	33
16.	IDP WORKING GROUP	34
17.	IDP AND VIABILITY	27
18.	IDP AND EXTRA ITEMS	29
19.	HIF INFRASTRUCTURE	29
20.	PDG	42
21.	TRG	31
22.	MONITORING	32
23.	MISCELLANEOUS	33
SCHEDULE 1 - PLANS AND DRAWINGS		34
SCHEDULE 2 - LANDOWNERS' AND DEVELOPERS' COVENANTS		35
SCHEDULE 3 - THE CITY COUNCIL AND THE COUNTY COUNCIL COVENANTS		55
APPENDIX 1 - NORTHERN RDR PROGRAMME		61
APPENDIX 2 - STEWARDSHIP STATEMENT		62
APPENDIX 3 - BNG SITE WIDE STRATEGY		63
APPENDIX 4 - GARDEN CITY PRINCIPLES		64
APPENDIX 5 - EDUCATION STRATEGY		65
APPENDIX 6 - MONITOR AND MANAGE STRATEGY		68
APPENDIX 7 - IDP		69
APPENDIX 8 - SAFE ROUTES TO SCHOOL SPECIFICATION		70

Draft

APPENDIX 9 - SITE WIDE BUS STRATEGY 71
APPENDIX 10 - SITE WIDE DESIGN PRINCIPLES DOCUMENT 72
APPENDIX 11 - SITE WIDE EMPLOYMENT STATEMENT 73
APPENDIX 12 - JUNCTION 19 SCHEME 74
APPENDIX 13 - ORGANISATION CHART 75

Draft

DEED OF AGREEMENT dated 2025

PARTIES

(1) **Chelmsford City Council** of Civic Centre, Duke Street, Chelmsford, Essex, CM1 1JE (the **City Council**); and

(2) **Essex County Council** of County Hall, Market Road, Chelmsford, Essex, CM1 1QH (the **County Council**); and

(3) **Ptarmigan Chelmsford A Limited** (company registration number 11857023) whose registered office is at 2 Frederic Mews, Kinnerton Street, London SW1X 8EQ (**Ptarmigan**); and

(4) **Halley Developments Ltd** (company registration number OE008319) whose registered address is Aztec Group House, Ifc6, The Esplanade, St Helier, Jersey, JE4 0QH (**Halley**); and

(5) **Threadneedle Pensions Limited** (company registration number 00984167) whose registered office is Cannon Place, 78 Cannon Street, London, EC4N 6AG (**Threadneedle**); and

(6) **Hanson Quarry Products Europe Limited** (company registration number 00300002) whose registered office is Second Floor, Arena Court, Crown Lane, Maidenhead, Berkshire SL6 8QZ (**Hanson**); and

(7) **Countryside L&Q (North East Chelmsford) LLP** (company number OC437559) whose registered office is Countryside House, The Drive, Great Warley, Brentwood, Essex CM13 3AT (**Countryside L&Q**); and

(8) **Countryside L&Q (Beaulieu) LLP** (company number OC340340) whose registered office is Countryside House, The Drive, Great Warley, Brentwood, Essex CM13 3AT (**CLQ Beaulieu**)

BACKGROUND

(A) The City Council is the local planning authority and the County Council is a local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

(B) The County Council is the lead local flood, minerals, waste planning, adult social care, education. library and local highway authority for the area in which the Site is situated.

(C) Ptarmigan has a freehold interest in that part of OPA Zone 1 that is registered at HM Land Registry under title number AA39892 as shown illustratively shaded [X] on Plan [3] and has submitted a planning application to the City Council in respect of OPA Zone 1 under reference 22/01950/OUT.

(D) Threadneedle has a freehold interest in the part of OPA Zone 2 registered at HM Land Registry under title numbers EX793591 (together with other land) and EX50208 as shown for illustrative purposes shaded [X] on Plan [3].

(E) Hanson has a freehold interest in the part of OPA Zone 2 registered at HM Land Registry under Title Numbers EX357541 and EX704296 (with other land) and a leasehold interest in

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part of OPA Zone 2 pursuant to the Minerals Lease both of which are shown for illustrative purposes shaded [X] on Plan [3].

(F) Countryside L&Q has an interest in OPA Zone 2 pursuant to the Option Agreement as shown for illustrative purposes shaded [X] on Plan [3] and has made a planning application in respect of OPA Zone 2 under reference 23/01751/OUT. CLQ Beaulieu has a freehold interest in OPA Zone 2 with freehold title number EX646326 as shown for illustrative purposes shaded [X] on Plan [4].

(G) Halley is the freehold owner of OPA Zone 3, which is registered at HM Land Registry under title number EX404461 as shown illustratively shaded [X] on Plan [3] and has submitted to the City Council: (i) a planning application in respect of OPA Zone 3 under reference number 23/00124/OUT; and (ii) the Northern RDR Application.

(H) Part of OPA Zone 2 is subject to ongoing minerals extraction pursuant to the Minerals Planning Permissions.

(I) The master planning and promotion of the Site is being brought forward by the Developers in collaboration with the Councils.

(J) The Local Plan requires the preparation of a comprehensive masterplan for the Site to promote a joined-up approach in respect of (amongst other things) the planning and delivery of the necessary strategic infrastructure to serve the Site.

(K) It is agreed that:

(i) for the purposes of Policy SGS 6 the comprehensive masterplan for the Site will take the form of the Stage 1 Masterplan and the Stage 2 Masterplan;

(ii) the OPAs and the Northern RDR Application together comprise the Stage 2 Masterplan and are required to be in broad conformity with the Stage 1 Masterplan;

(iii) the Stage 1 Masterplan is a material planning consideration in the determination of future planning applications within the Site (including, for the avoidance of any doubt, each of the OPAs).

(L) On 24 January 2023, the City Council's Cabinet approved the DFD and resolved that it shall be a material planning consideration in determining the Applications subject to the prior completion of a planning framework agreement pursuant to section 106 of the 1990 Act. The DFD provides a comprehensive framework for delivering the Site which will guide and inform the Applications and ensure that the overarching vision for the Site is delivered in a cohesive and comprehensively planned manner within the Local Plan period to 2036 and beyond. The DFD sets out guiding framework principles that are the golden threads for the Site providing clarity as to how the relevant planning policy requirements will be actioned (and within each Development) to ensure that the Site is delivered comprehensively and is well-designed, sustainable and successful. On 8 July 2025 the City Council's Cabinet approved the principle of CIL Reinvestment.

(M) The IDP sets out the Infrastructure requirements of the Site. It: (i) specifies costs for each item of Infrastructure as set out in the relevant specifications; (ii) splits the Infrastructure requirements between the OPAs; (iii) for some (but not all) requirements, identifies when the Infrastructure is estimated to be delivered; and (iv) ensures a proportionate share of the Infrastructure requirements between the OPAs. The inputs in the IDP will inform the drafting of obligations in the relevant Site Specific Agreements.

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(N) HIF grant funding has been granted by Homes England to the County Council for the HIF Infrastructure to support the delivery of homes in North Chelmsford (including in relation to the Site). It is acknowledged that the Beaulieu Park Station was Practically Completed and operational in October 2025. The County Council, as recipient of the HIF funding, is required to work positively with the City Council to make reasonable endeavours to maximise the recovery of the HIF funding from developments that have benefited from the HIF infrastructure, including the Site.

(O) It is agreed that the Stage 1 Masterplan represents a comprehensive vision, ethos and masterplan for the Site and has been prepared and promoted by the Developers in collaboration with the City Council. This PFA is being entered into in order to facilitate continued collaboration between the Developers in order to develop and design compatible strategies to facilitate the comprehensive development of the Site, to include the delivery of the Infrastructure requirements place-making, inclusivity and stewardship. In addition, it is agreed that a PDG will be established (to be constituted and operated in accordance with the arrangements specified in this PFA) to facilitate continued collaboration in respect of the comprehensive delivery of the Site and the Infrastructure requirements.

(P) In accordance with the shared Stage 1 Masterplan objectives and regulation 122 of the CIL Regulations, it is agreed that this PFA: (i) reflects the core objectives and guiding framework principles set out in the DFD and IDP; (ii) shall guide the submission and content and determination of the OPAs; (iii) shall facilitate a comprehensive approach between the Developers for the delivery of the Site; and (iv) sets the framework for the Site Specific Agreements to be entered into pursuant to Section 106 of the 1990 Act which will be required for each OPA.

(Q) It is also agreed that:

(iv) the provisions of this PFA should have effect in order to secure the proper planning of the Site;

(v) the provisions contained in this PFA are relevant planning considerations concerning the Site, are directly related to the proposed development of the Site pursuant to the Applications, are fairly and reasonably related in scale and kind to the proposed OPAs for the development of the Site and the Northern RDR Application, and are fair and reasonable in all other respects.

(R) It is intended that, save as otherwise provided in this PFA:

(i) the obligations contained in this PFA shall not take effect on an OPA Zone unless and until Planning Permission has been granted for the relevant OPA Zone; and

(ii) such obligations will take effect either on the date of the Site Specific Agreement for the relevant OPA Zone or Implementation of the OPA as appropriate to the relevant obligation or as otherwise specified in this PFA.

(S) The Parties are authorised to enter into this PFA on the terms and conditions set out below and have accordingly agreed to enter into this PFA to secure the planning obligations contained in this PFA with the intention that the planning obligations would be binding not only upon the Parties but also upon their successors in title and any person claiming or deriving title through under or in trust for them save as otherwise set out in this PFA.

(T) The Parties agree that nothing in this PFA triggers any positive obligations on the part of the relevant Party in relation to the physical delivery of the Infrastructure requirements for the

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Site or payment of the HIF Recovery Contribution unless and until such time as the Planning Permission pursuant to the relevant Application(s) has been granted and Implemented and a Site Specific Agreement has been entered into in connection with the relevant Application.

AGREED TERMS

1. **DEFINITIONS**

1.1 In this PFA, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

1980 Act means the Highways Act 1980;

1990 Act means the Town and Country Planning Act 1990;

2008 Act means the Planning Act 2008;

A Party means as defined in paragraph 3 of Schedule 2 of this PFA;

A Party Interest Rate means interest at four percent (4%) per annum above the LIBOR or should such rate cease to exist such other comparable rate of interest as shall be agreed by the PDG;

Active Travel Modes means walking, wheelchair and mobility scooters, cycling and other user-propelled modes;

Affordable Housing means affordable housing for sale or rent for eligible households whose needs are not met by the market and which falls within the definition of 'Affordable Housing' set out in Annex 2 of the NPPF (as may be amended or substituted from time to time);

Affordable Housing Requirement means the following:

(a) for OPA Zone 1 not less than thirty-five percent (35%) of the Dwellings shall be provided as Affordable Housing;

(b) for OPA Zone 2 not less than thirty-five percent (35%) of the Dwellings shall be provided as Affordable Housing; and

(c) for OPA Zone 3 not less than twenty-nine percent (29%) of the Dwellings shall be provided as Affordable Housing (comprising a mix of thirty-five percent (35%) of the open market Dwellings and twenty percent (20%) of the Build to Rent Dwellings);

PROVIDED THAT such Affordable Housing Requirement for each OPA Zone may be updated or altered in a Site Specific Agreement for the relevant OPA Zone following a Resolution for an Application;

Affordable Housing Scheme means a scheme to be submitted for approval in writing by the City Council pursuant to the relevant Site Specific Agreement for each OPA Zone specifying the location, quantum, tenure mix, type and size of the Affordable Housing Units in respect of that OPA Zone PROVIDED THAT, for the avoidance of doubt, the detailed obligations for the quantum, delivery, provision, phasing, management , eligibility criteria and tenures are to be set out in the relevant Site Specific Agreement for each OPA;

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Affordable Housing Units means the Dwellings within a Development that are provided as Affordable Housing;

All Reasonable Endeavours means that the Party responsible for the performance must exert itself to do everything that a reasonably competent and energetic party would do to achieve the desired objective, ensuring that all reasonable paths or actions are exhausted;

All Through School means the schools to be provided on the All Through School Site;

All Through School Site means the land (being 12.15 hectares) as shown for indicative purposes only coloured [X] on Plan [4];

Applications means (collectively) the OPAs and the Northern RDR Application for Planning Permission as submitted to the City Council and bearing the reference numbers set out in the recitals to this PFA and **Application** shall be construed as meaning any one of such applications as the context requires;

Beaulieu Park Station means the new railway station on the Great Eastern Main Line situated between Chelmsford to the west and Hatfield Peverel to the east;

Build to Rent means purpose built housing that is typically one hundred percent (100%) rented out which falls within the definition of "Build to Rent" as set out in Annex 2 of the NPPF (as may be amended or substituted from time to time);

Build to Rent Dwelling(s) means a unit of accommodation which is Build to Rent;

BNG means biodiversity net gain which is an approach to development that aims to leave the natural environment in a measurably better state than it was beforehand;

BNG Site Wide Strategy means the biodiversity net gain strategy dated 30 August 2023 as approved by the City Council and appended at Appendix [3] of this PFA which identifies the measures which are proposed to be taken to endeavour to achieve the aspirational Site-wide twenty percent (20%) BNG target and sets out the implementation strategy for such measures and which shall be reviewed and monitored through the forum of the PDG and is subject to the monitoring requirements in Clause 18 of this PFA;

Car Club Provisions means, in respect of each OPA Zone, the following (unless otherwise agreed in writing by the Councils):

(a) appointment of a car club operator to establish and operate a car club;

(b) provision of new cars for the exclusive use of the car club operator;

(c) provision and maintenance of an agreed number of dedicated car parking spaces that are reserved exclusively for the car club for the lifetime of the Development (or the relevant part of it);

(d) provision and maintenance of electric vehicle charging facilities if required by the car club operator;

(e) marketing (for an agreed period) of the car club including details as to how residents of the Development can become a member of the car club and an explanation of the benefits of membership;

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(f) making the car club available for use by residents and businesses within the Development (or the relevant part of it) and Chelmsford; and

(g) submission of an annual monitoring report to the TRG for an agreed period (which shall be identified in the relevant Site Specific Agreement) to include but not limited to details of the usage of the car club(s) over the preceding twelve (12) month period and to be included as part of the periodic monitoring and review of the relevant Travel Plans;

Car Parking Management Strategy means a strategy to manage car parking across the Site with the objective of contributing to the achievement of the Site-wide sixty percent (60%) modal share target as set out in the Monitor and Manage Strategy;

Certificate of Completion means in relation to:

(a) the Northern RDR, it shall have the same meaning as in the Northern RDR Agreement; and

(b) the Domsey Lane Mitigation, it shall have the same meaning as in the highway works agreement(s) to be entered into between (i) all parties with a legal interest in the land subject to the Domsey Lane Mitigation; and (ii) the County Council (in its capacity as the relevant highway authority under section 30 and/or section 278 of the 1980 Act and/or any other enabling legislation to secure the construction and Completion of the Domsey Lane Mitigation;

CGC means the Chelmsford Garden Community which is allocated in the Local Plan as strategic growth site policy 6 (known as North East Chelmsford);

Chelmsford North East Bypass means the new 4.6km single carriageway bypass between the Beaulieu development and a new roundabout on the A131 at Chatham Green;

Chelmsford North East Bypass Section 1a means section 1a of the Chelmsford North East Bypass to be constructed within the land shown for illustrative purposes only edged in blue on Plan [7a] a copy of which is at Schedule 1;

CIL means the community infrastructure levy introduced by Part 11 of the 2008 Act, the CIL Regulations and any other regulations made in relation to the community infrastructure levy;

CIL Reinvestment means the use of CIL collected from a Development towards the funding of Infrastructure;

CIL Regulations means the Community Infrastructure Levy Regulations 2010 (as from time to time amended) and any other regulations made in relation to CIL under Part 11 of the 2008 Act;

Commenced means the carrying out of a material operation as defined in section 56(4) of the 1990 Act;

Commercial Units means a commercial building on employment land or mixed use land within the Site;

Community Facilities means the social, recreational and cultural facilities to be provided in each OPA Zone as set out in the DFD and the IDP;

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Completion means, in respect of:

(a) the Northern RDR (or the relevant part of it), complete in all material respects such that it is available for use by traffic as evidenced by the issue (by, or on behalf of) the County Council of a Certificate of Completion; and

(b) the Domsey Lane Mitigation (or the relevant part of it), complete in all material respects such that it is available for use by traffic as evidenced by the issue (by, or on behalf of) the County Council of a Certificate of Completion,

and **Completed** shall be construed accordingly;

Councils means the City Council and/or the County Council as the context permits and **Council** shall be construed accordingly;

Deed of Adherence means a deed to be entered into pursuant to section 106 of the 1990 Act upon the completion of the Site Specific Agreement for OPA Zone 2 required in order to enable the grant of Planning Permission for OPA Zone 2 in which Threadneedle covenants that it will be bound by the obligations contained within this PFA when carrying out the Development of OPA Zone 2 ;

Detailed Design Code means a detailed design code (which shall be in broad conformity with the approved Site Wide Design Principles Document) to apply for each OPA Zone setting out the proposed vision and key design principles for each OPA Zone and **Detailed Design Codes** shall be construed accordingly;

Developer means each and any of Ptarmigan, Countryside L&Q and Halley (as the context requires) and any other party (with a legal interest in the Site) which carries out the Development or enters into an agreement for the carrying out of the Development of the Site (or the relevant part of it) pursuant to a Planning Permission or purchases part of the Site for redevelopment;

Developers means (collectively) Ptarmigan, Countryside L&Q, and Halley and any other party which has a legal interest in the Site and carries out the Development of the Site or enters into an agreement for the carrying out of the Development of the Site in each case pursuant to a Planning Permission or purchases part of the Site for redevelopment PROVIDED ALWAYS for the avoidance of doubt that any works pursuant to or in accordance with the Minerals Planning Permissions shall not be regarded as carrying out the Development;

Developer Financial means those items of Infrastructure specified in the IDP to be delivered by the City Council and the County Council (as the case may be) and in respect of which the Developers are to make financial contributions as set out in the IDP;

Developer Physical means those items of Infrastructure specified in the IDP to be delivered by the Developers as set out in the IDP;

DFD means the development framework document dated 16 January 2023 for the Site based on the Garden City Principles approved by the City Council and the County Council which is a material consideration for planning purposes for the determination of the Applications as may be amended from time to time with the written approval of the City Council (in consultation with the County Council) PROVIDED THAT any future variations to the DFD do not apply to any Reserved Matters submitted or deed(s) of variation to a Site Specific Agreement entered into on or before the date such variation(s) take effect;

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Developers Guide to Infrastructure Contributions means the Essex County Council Developers Guide to Infrastructure Contributions Revised 2024 publication;

Development means development anticipated by an Application and/or in accordance with a Planning Permission;

Dwelling means a unit of residential accommodation constructed as part of the Development or created by conversion of an existing building on the Development and **Dwellings** shall be construed accordingly;

Domsey Lane Active Travel Link means the active travel link to be provided on that part of Domsey Lane as shown illustratively shaded purple on Plan 8;

Domsey Lane Mitigation means Domsey Lane Mitigation (OPA Zone 1) and Domsey Lane Mitigation (OPA Zone 3);

Domsey Lane Mitigation (OPA Zone 1) means the provision of:

(a) a size 3 turning head (in accordance with the Essex Design Guide) on the eastern side of Domsey Lane within parcel CH7; and

(b) bollards to restrict vehicular through access on Domsey Lane,

as shown illustratively shaded in blue on Plan [8];

Domsey Lane Mitigation (OPA Zone 3) means the provision of:

(a) a size 3 turning head (in accordance with the Essex Design Guide) on the western side of Domsey Lane within parcel 16; and

(b) bollards to restrict vehicular through access on Domsey Lane,

as shown illustratively shaded in red on Plan [8];

Early Years Provision (Co-Located) means four (4) co-located early years facilities at each of the OPA 1 & OPA 2 Primary Schools capable of accommodating children up to the age of four (4), which shall broadly accord with the following specification and the IDP (unless otherwise agreed in writing by the County Council):

(a) fifty six (56) places;

(b) approximately (but not less than) 324 sqm (gross internal area) at ground floor together with approximately (but not less than) 290 sqm of outdoor space including play space (with shared parking facilities);

Early Years Provision (Standalone) means four (4) standalone nursery facilities capable of accommodating children up to the age of four (4), which are proposed to be located in each of the proposed neighbourhood centres across the Site and shall broadly accord with the following specification and the IDP (unless otherwise agreed in writing by the County Council):

(a) fifty six (56) places;

(b) shell and core

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(c) approximately (but not less than) 324 sqm (gross internal area) at ground floor together with approximately (but not less than) 290 sqm of outdoor space including play space (with shared parking facilities); and

(d) a design to be complementary with the related neighbourhood centre;

Education Contributions means the education contributions for each OPA to be in accordance with the Education Strategy and the IDP and to be secured in the relevant Site Specific Agreement for each OPA Zone and **Education Contribution** shall be construed accordingly;

Education Index means the index to be specified in the relevant Site Specific Agreement which shall be, unless otherwise agreed in writing by the County Council, the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index);

Education Provision means together:

(d) the Early Years Provision (Standalone);

(e) the Early Years Provision (Co-Located);

(f) the Primary Provision;

(g) the Secondary Provision;

(h) the Sixth Form Provision; and

(i) the SEN Provision;

Education Site means the All Through School Site, the OPA 1 Primary School Site, and/or the two (2) OPA 2 Primary School Sites as the context requires and **Education Sites** shall be construed accordingly;

Education Site Specification means the relevant criteria to which the Education Site must comply as set out in the Developers Guide to Infrastructure Contributions, subject to any exemptions as may be set out in the relevant Site Specific Agreement;

Education Strategy means the Site-wide education strategy dated June 2025 as prepared by Quod and approved by the County Council, a copy of which is at Appendix [5] to this PFA;

ERG means the education review group to be constituted and operated in accordance with the provisions specified in paragraph 1 of Schedule 2 of this PFA;

Expert means a person with no less than 10 (ten) years recent and relevant experience;

Extra Items means (if applicable) those additional items of infrastructure which the City Council and/or the County Council (as the case may be) may in the exercise of their discretion and statutory functions require at the OPA determination stage which are not part of the Infrastructure requirements for the Site as particularised in the IDP and which the City Council and/or the County Council (as the case may be) is satisfied meet the requirements of Regulation 122 of the CIL Regulations;

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Force Majeure Event means an unforeseen event beyond the reasonable control of the affected party which delays or prevents such party from performing its obligations under this PFA including (without limitation) any strike, act of God, pandemic, war, riot, civil commotion, compliance with a law or government order, rule, regulation or direction, accident, fire flood and storm;

Garden City Principles means the Town and Country Planning Association Garden City Principles appended at Appendix [4] of this PFA;

Grant means the date on which a decision notice granting Planning Permission is issued and for the avoidance of doubt a Resolution does not constitute a grant of Planning Permission and **Granted** shall be construed accordingly;

Grant Date means the date of when a Planning Permission is Granted;

Grant Funding means HIF or such other grant funding available or to be made available by National Highways Limited and/or any governmental body (including, for the avoidance of any doubt, the Department for Transport) for the purposes of contributing towards the HIF Infrastructure or such other infrastructure expenditure incurred or to be incurred by a grant recipient in delivering or procuring the delivery of housing infrastructure works to facilitate the delivery of further housing within the North East Chelmsford to Braintree area and **Grant Funded** shall be construed accordingly;

Great Belsteads Education Site means the Education Site (being 2.4 hectares) being part of the Early Years Provision (Co-Located) and part of the SEN Provision as shown for indicative purposes coloured [X] on Plan 4] together comprising the OPA 1 Primary School;

Hawthorne Education Site means the Education Site (being 2.1 hectares) being part of the Early Years Provision (Co-Located) as shown for indicative purposes coloured [X] on Plan [4] being one of the OPA 2 Primary Schools;

HIF means the housing infrastructure fund comprising funding made available or to be made available by Homes England for the purposes of contributing towards the HIF Infrastructure or other infrastructure expenditure incurred or to be incurred by a grant recipient in delivering or procuring the delivery of housing infrastructure works to facilitate the delivery of further housing within the North East Chelmsford to Braintree area;

HIF Infrastructure means:

(a) the Chelmsford North East Bypass;

(b) the Beaulieu Park Station;

(c) the Junction 19 Scheme; and

(d) the Roundabout 5 Scheme;

HIF Infrastructure Timetable means the timetable for delivery of the HIF Infrastructure, being:

(a) Practical Completion of Chelmsford North East Bypass Section 1a by 31 March 2027;

(b) Practical Completion of the Junction 19 Scheme by [31 December 2028]; and

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(c) Practical Completion of the Roundabout 5 Scheme in accordance with the programme notified in writing by the County Council pursuant to clause [19] of this PFA,

PROVIDED THAT, for the avoidance of any doubt, it is acknowledged and agreed that Beaulieu Park Station was Practically Completed and open to the public in October 2025;

HIF Recovery Contribution means a financial contribution calculated for each OPA as referred to in the Site Wide Baseline Viability Assessment, which is based on the sum of ten thousand and four pounds (£10,004) per Dwelling in accordance with the related grant determination agreement as entered into between the County Council and Homes England;

Highways Works Agreement means an agreement entered into with the County Council (in its capacity as a highway authority) under section 38 and/or section 278 of the 1980 Act and/or any other enabling legislation;

IDP means the infrastructure delivery plan (including all specifications, stages and indicative costs plans for each of the identified items of infrastructure) dated [X], as approved by the City Council and the County Council, which defines the Infrastructure requirements of the CGC and apportions indicative costs and triggers in respect of them across the OPA Zones and a copy of the extracted narrative report of the plan together with attachments [X] can be found at Appendix 7 to this PFA;

IDP Working Group means the group comprising representatives of the Developers and the Councils working collaboratively to monitor and review progress of the Development against the IDP to be constituted and operated in accordance with the arrangements specified at Clause 16 of this PFA;

IDP Working Group Terms of Reference means the terms of reference for the IDP Working Group to be agreed in accordance with clause [X] of this PFA;

Implementation means the commencement of the Development pursuant to a Planning Permission by the carrying out of any material operation within the meaning of section 56(2) and (4) of the 1990 Act PROVIDED ALWAYS that for the purposes of the PFA any Site Preparation Works shall not be taken to be a material operation and shall not amount to Implementation and **Implement** and **Implemented** shall be construed accordingly;

Index Linked means:

(a) in relation to the Education Contribution, an increase in any Education Contribution with reference to the Education Index by application of the following formula:

amount payable = the amount of the relevant Education Contribution x (B/A) where:

A = the figure for the Education Index in respect of a relevant Education Contribution which was published in quarter 1 2024;

B = the figure for the Education Index for the calendar month in which the relevant Education Contribution (or the relevant instalment of it) is due to be paid in accordance with the relevant Site Specific Agreement PROVIDED THAT for the avoidance of any doubt where an Education Contribution is expressed as being 'up to' or otherwise capped, then such capped figure shall still be subject to upwards only Index Linking above the level of the cap; and

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[b) in relation to the Infrastructure Contribution, an increase in any contribution with reference to the relevant index as set out in the relevant Site Specific Agreement,]

and **Index Linking** shall be construed accordingly;

Infrastructure means the full list of infrastructure requirements for the CGC (both Developer Physical and Developer Financial) summarised in [Tab 1 of the IDP and detailed in Tabs 2-8 of the IDP] which it is agreed are necessary for the CGC to proceed;

Infrastructure Contributions means the contributions payable by each Developer to the City Council and/or the County Council (as the case may be) for the Developer Financial Infrastructure requirements of the CGC as specified in the IDP to be secured in the Site Specific Agreements;

Junction 19 Land means the land shown edged [X] on Plan 9 being the land required to deliver the Junction 19 Scheme;

Junction 19 Scheme means the works to junction 19 of the A12 trunk road (also known as Boreham Interchange), whether these works are part of the strategic road network or local road network, which would mitigate the likely impact of the CGC on the strategic road network and the local road network details of which are appended at Appendix 12 to this PFA and are noted in the IDP;

Landowner means each and any of Threadneedle, Hanson, Ptarmigan, , CLQ Beaulieu and Halley as the context requires and includes their successors in title and assigns from time to time;

Landowners means (collectively) Hanson, Ptarmigan, Threadneedle , CLQ Beaulieu and Halley and includes their successors in title and assigns from time to time and those deriving title under them;

Local Plan means the Chelmsford Local Plan adopted by the City Council on 27 May 2020;

Long Stop Date means [X] or such other date as the Parties shall expressly agree in writing;

Market Housing Unit means a Dwelling or Dwellings to be constructed as part of the Development of an OPA Zone which is/are not an Affordable Housing Unit;

Market Sector Rent means an estimate of market rent inclusive of all service charges at the time the tenancy is granted that is based on a valuation in accordance with a method recognised by the Royal Institution of Chartered Surveyors taking into account the rent for the early years and childcare sector being assessed at the relevant time;

Minerals Lease means the lease dated 20 December 2021 and entered into between Threadneedle Pensions Limited and Hanson Quarry Products Europe Limited for a term ending on 31 December 2040 (as may be amended or varied) in respect of land forming part of OPA Zone 2;

Minerals Planning Agreement means an agreement dated 21 June 2024 entered into under section 106 of the 1990 Act (and all other enabling powers) between (1) the County Council (2) the City Council (3) Threadneedle Pensions Limited and (4) Hanson Quarry

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Products Europe Limited and any variations to it from time to time or any planning agreement required to be entered into in respect of the Minerals Planning Permissions;

Minerals Planning Permissions means the following planning permissions granted by the County Council in respect of OPA Zone 2 (and other land):

(a) planning permission (reference number ESS/147/20/CHL) dated 10 July 2024;

(b) planning permission (reference number ESS/148/20/CHL incorporating ESS/37/15/CHL) dated 9 July 2024; and

(c) planning permission (reference number ESS/36/13/CHL) dated 9 July 2024,

including any future amendments and/or variations to any of them;

Modal Share Area means that part of the Site as illustrated in the Monitor and Management Strategy (see Appendix A, Figure 1);

Monitor and Manage Fund means the fund to the maximum value of three million eight hundred and seventy-eight thousand one hundred and eighteen pounds (£3,879,118), excluding any CIL receipts, as set out in the Monitor and Manage Strategy which may be used by the County Council in accordance with the Monitor and Manage Strategy in the event that interim and final mode share targets as specified in the Monitor and Manage Strategy have not been achieved in a Modal Share Area PROVIDED THAT any apportionment of this fund between each OPA Zone shall be identified in the IDP;

Monitor and Manage Strategy means the agreed strategy which is appended at Appendix [6] to this PFA, [as may be amended from time to time subject to the written approval of the Developers and the Councils (but such amendment(s) shall not amend the value of the Monitor and Manage Fund)], and sets out how the impacts of the Development on the transport network will be monitored and further mitigation measures identified if required. The strategy includes the following details:

(a) the proposed interim mode share targets for each Modal Share Area;

(b) the proposed final mode share target for each Modal Share Area;

(c) the proposed operation of the strategy including how it would be funded if it is required (which, in addition to the Monitor and Manage Fund, subject to clause [x] may include the re-investment of CIL receipts from the CGC towards the delivery of Infrastructure);

(d) the method (and timing/programming) of surveys to be carried out in order to ascertain whether an interim mode share target and/or a final mode share target (as the case may be) has been achieved;

(e) the procedure for proposing mitigation measures on which the Monitor and Manage Fund would be spent;

Movement Strategy means the 'Movement Strategy' as set out [at the section titled 'The Vision – Promoting Active Travel, Inclusive Villages and 15 Minute Neighbourhoods; Land Use and Access Plan, and Guiding Framework Principles: Movement Strategy' and including A1 – A4 (inclusive) and A6 of the DFD];

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Necessary CIL Approvals means all necessary consents and approvals (both internal and external) and compliance with relevant processes as the City Council is required to secure pursuant to the Subsidy Control Act 2022 (as may be amended or substituted from time to time) to authorise CIL Reinvestment;

Necessary Consents means such consents as are necessary for the construction (temporary or otherwise) and/or use of the Development (or any part of it) or to secure compliance with any provision of this PFA pursuant to paragraph 13 of Schedule 1 of this PFA;

Northern RDR means the northern radial distributor road as shown for illustrative purposes shaded [X] on Plan [5] a copy of which is at Schedule 1;

Northern RDR Agreement means an agreement entered into between: (i) all parties with a legal interest in the Northern RDR Land; and (ii) the County Council (in its capacity as the relevant highway authority) under section 38 and/or section 278 of the 1980 Act and/or any other enabling legislation to secure the construction and Completion of Northern RDR, which shall include (without limitation) the following matters (unless otherwise agreed in writing by the County Council):

(a) securing of a bond from a reputable surety or a parent company guarantee (or equivalent) in favour of the County Council in each case in the form and on terms that are approved in writing by the County Council and in the sum that is equivalent to the projected cost of constructing and Completing Northern RDR plus a contingency of ten percent (10%) so as to ensure that third party funds are available (if necessary in the event of any default by Halley) to enable the County Council (including its contractors) to Complete the Northern RDR (at no cost to the County Council) in accordance with the Northern RDR Programme (as may be varied from time to time with the written approval of the City Council and the County Council (in consultation with the Developers);

(b) payment of the County Council's inspection fees, maintenance fees, supervision fees and any other related fees as the County Council may reasonably require in order to ensure compliance with the Northern RDR Agreement (to the extent that such fees have not already been paid to the County Council prior to completion of the Northern RDR Agreement);

(c) payment of the County Council's legal, administrative and other fees and disbursements that are associated with preparation, negotiation and completion of the Northern RDR Agreement;

(d) preparation and advance approval of the technical detail of Northern RDR, drawings and any necessary traffic management measures arising out of construction and Completion of Northern RDR;

(e) certification and maintenance of Northern RDR;

(f) an indemnity in favour of the County Council in respect of any future claims that are made pursuant to the Land Compensation Act 1973 and/or the Noise Insulation Regulations 1975 (as amended) and any other indemnity that the County Council may reasonably require in association with the carrying out and Completion of Northern RDR;

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(g) dedication of land as public highway and its subsequent adoption by the County Council (as applicable, including in phases if agreed by the County Council); and

(h) the costs that are reasonably and properly incurred by the County Council in progressing and implementing any traffic regulation orders (and/or other statutory processes) that are required in order to secure the carrying out and Completion of Northern RDR (to the extent that such costs have not already been paid to the County Council prior to Completion of Northern RDR Agreement);

Northern RDR Application means the planning application for Northern RDR as made on behalf of Halley and validated by the City Council under reference number 23/00114/FUL (as may be amended or varied from time to time pursuant to Section 96A or Section 73 of the 1990 Act or a new planning permission for a substantially similar development directly creating a connectivity between the Chelmsford North East Bypass and Essex Regiment Way);

Northern RDR Land means the land required for the provision of Northern RDR (including land for its construction (temporary or otherwise) and relevant mitigation arising out of its construction and/or operation)) as shown for illustrative purposes shaded [X] on Plan [5] (or such other land as is agreed from time to time in accordance with this PFA);

Northern RDR Long Stop Date means [31 December 2027] or such later date as is agreed in writing between Halley and the County Council (in consultation with the other Developers and the City Council);

Northern RDR Permission means the planning permission granted pursuant to the Northern RDR Application;

Northern RDR Programme means the approved programme for the delivery and Completion of Northern RDR, a copy of which is at Appendix [1] to this PFA (or such other programme as is approved in writing by the City Council in consultation with the County Council from time to time);

Northern RDR Land Safeguarding Period means the period of time beginning from the date of this PFA and expiring on the tenth (10th) anniversary of the date of Grant of the last OPA or 31 December 2040 (whichever is the [later]);

NPPF means the Government's National Planning Policy Framework dated December 2024 (or any amendment or replacement thereof);

Occupation means occupation of the Development (or any part of it) for which Planning Permission has been granted PROVIDED ALWAYS THAT this shall not include occupation for fitting out purposes, security and/or marketing and **Occupy** and **Occupied** shall be construed accordingly;

OPAs means the outline or hybrid planning application(s) that are submitted from time to time in respect of the OPA Zones and **OPA** shall be construed accordingly;

OPA 1 Primary School means the primary school to be provided on the Great Belsteads Education Site;

OPA 2 Primary Schools means the three (3) primary schools comprising the following:

(i) the Willow Hill Education Site;

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(j) the Park Farm Education Site; and

(k) the Hawthorn Education Site;

OPA Specific Viability Assessment means an assessment which:

(a) is informed by the Site Wide Baseline Viability Assessment;

(b) is consistent with the Site Wide Baseline Viability Assessment insofar as the assessment includes those Site Wide Fix Items allocated to the relevant OPA; and

(c) considers the viability of the relevant OPA Zone,

and **OPA Specific Viability Assessments** shall be construed accordingly;

OPA Zone means each and any of OPA Zone 1, OPA Zone 2 and OPA Zone 3 as the context requires and **OPA Zones** shall be construed accordingly;

OPA Zone 1 means that part of the Site as shown illustratively edged in [X] on Plan [2];

OPA Zone 2 means that part of the Site as shown illustratively edged in [X] on Plan [2];

OPA Zone 3 means that part of the Site as shown illustratively edged in [X] on Plan [2];

Open Space means all strategic landscaping (including any sustainable urban drainage systems), parks and recreational open space, incidental natural/semi-natural open space, noise bunds and outdoor sports facilities (excluding school sports pitches) within the Development (or as may otherwise be defined in a Site Specific Agreement);

Open Space Specification means a specification in relation to the Open Space provision to be agreed between the relevant Developers pursuant to suitably worded conditions in the Planning Permission or planning obligations in the Site Specific Agreement for each OPA Zone;

Option Agreement means the option over the Threadneedle Land and the land owned by Hanson entered into between Threadneedle, Countryside L&Q, and Hanson dated 16 September 2021 pursuant to which Countryside L&Q has an option to draw down land within OPA Zone 2 (as may be amended or varied);

Park Farm Education Site means the Education Site (being 2.1 hectares) being part of the All Through School Site and comprising one of the OPA2 Primary Schools and shown for indicative purposes [X] on Plan [X];

Parking Standards means the numeric and spatial standards for provision of parking spaces for vehicles and cycles including variants to be applied to the Development in accordance with the approach set out in the DFD and where the DFD is silent in accordance with the 2024 Essex Parking Guidance;

Party means the parties to this PFA including their respective successors in title and those deriving title from them, as the context requires and **Parties** shall be construed accordingly;

PDG means the progress delivery group comprising representatives of the Developers, the City Council and the County Council to be constituted and operated in accordance with the arrangements specified at Clause 19 of this PFA;

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PDG Members means the appointed representatives of the Developers, the City Council, and the County Council who are members of the PDG;

PDG Terms of Reference means the terms of reference for the PDG to be agreed in accordance with Clause [X] of this PFA;

PFA means this deed of agreement;

Plan 1 means drawing number [X], a copy of which is at Schedule 1;

Plan 2 means drawing number [X], a copy of which is at Schedule 1;

Plan 3 means drawing number [X], a copy of which is at Schedule 1;

Plan 4 means drawing number [X], a copy of which is at Schedule 1;

Plan 5 means drawing number [X], a copy of which is at Schedule 1;

Plan 6 means drawing number [X], a copy of which is at Schedule 1;

Plan 7 means drawing number [X], a copy of which is at Schedule 1;

Plan 8 means drawing number [X], a copy of which is at Schedule 1;

Plan 9 means drawing number [X], a copy of which is at Schedule 1;

Plan 10 means drawing number [X], a copy of which is at Schedule 1;

Policy SGS6 means Strategic Growth Site 6 in the Local Plan;

Planning Permission means a planning permission granted pursuant to an Application together with any modification of such a planning permission under Section 73 and/or Section 96A of the 1990 Act and/or any other planning permission granted after the date of this PFA that is for a development on the Site (or any part of it) of a similar nature as applied for in an Application and excluding for the avoidance of doubt any planning permission applied for from the County Council for the purpose of carrying out mineral extraction or restoration or ancillary matters thereto;

PPA means a planning performance agreement entered into or to be entered into by the relevant Developer and the City Council and/or the County Council (as the case may be) for each OPA regulating matters such as timescales, arrangements, actions and resource for handling the OPAs;

Practical Completion means the issue of a certificate of practical completion in respect of the Development and related Infrastructure or the HIF Infrastructure (as the context permits) or any part thereof by the relevant Party's architect surveyor engineer or other relevant professional advisor or in the event that such development is constructed by another Party other than the relevant Party the issue of such a certificate by that other party's architect surveyor engineer or other relevant professional advisor and the words **Practically Completed** shall be construed accordingly;

Primary Provision means the OPA 1 Primary School and the OPA 2 Primary Schools;

Primary School means any of the OPA 1 Primary School and the OPA 2 Primary Schools (as the context permits);

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Primary School Sites means each of the Great Belsteads Education Site, the Hawthorne Education Site, the Park Farm Education Site and the Willow Hill Education Site;

Public Open Space means the Open Space specified in the Site Specific Agreements which are for use by the public excluding private gardens and courtyards and landscaping that are associated with individual Dwellings and/or Commercial Units;

Quarter Day means 31 March, 30 June, 30 September, and 31 December of each year;

Reasonable Endeavours means that the Party responsible for the performance must exert itself to take those reasonable steps which a prudent and determined person anxious to achieve the desired objective would take, including within the constraints of the project programme, and for the avoidance of doubt includes the ability to demonstrate that the relevant Party has taken serious and detailed consideration of its contractual commitments pursuant to this PFA and has utilised such reasonable but commercially prudent methods as are likely to achieve the desired result and recognising that such performance is of material importance to enable the result to be achieved PROVIDED THAT this shall not require any Party to continue with such endeavours if it is clear that to do so would be likely to be futile and FURTHER PROVIDED THAT this shall not require any Party to take any step beyond that which any reasonable commercial company would take to achieve the stated outcome, or which involves beginning or becoming involved in legal proceedings;

Regulator of Social Housing means the Regulator of Social Housing established under Part 1 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation;

Reserved Matters means the details of each of the access, appearance, landscaping, layout and scale in each case within an OPA Zone required to be approved by the City Council pursuant to a Planning Permission together with any other matter described as a reserved matter or equivalent in future legislation and meeting the test of being details that need to be approved prior to commencement of Development;

Resolution means a resolution to grant Planning Permission PROVIDED THAT, for the avoidance of any doubt, such resolution may be subject to the imposition of planning conditions and/or a requirement to complete a Site Specific Agreement before the related Planning Permission is granted;

Resolution Date means the date when the City Council (acting by its Planning Committee) makes a Resolution for the first OPA;

Right to Acquire means (in accordance with The Housing (Right to Acquire) Regulations 1997) a scheme giving eligible tenants a statutory right to buy the home they currently rent from an eligible public sector landlord at a discount. Properties eligible for the scheme are those: (a) built or bought by a housing association after 31 March 1997 (and funded through a social housing grant provided by the Housing Corporation or local council) or (b) transferred from a local authority to a housing association after 31 March 1997. The landlord must be registered with the Regulator of Social Housing;

Roundabout 5 Land means the land shown edged [X] on Plan 10 being the land required to deliver the Roundabout 5 Scheme;

Roundabout 5 Scheme means works to 'roundabout 5' on the A131 (also known as the Station Access Roundabout for Beaulieu Park Station);

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RP or **Registered Provider** means a provider of social housing registered under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 or other body having purposes which include the provision and management of Affordable Housing secured by regulation or in their memorandum or articles or equivalent as an objective or other established and suitably experienced manager of Affordable Housing;

Safeguard means in relation to the Northern RDR Land not to construct or install on, over or under any temporary or permanent structures or create any encumbrances other than the carrying out of mineral extraction or restoration works or any activities ancillary thereto as may be required or permitted pursuant to a planning permission or planning agreement(s) from time to time and for the avoidance of doubt does not restrict access to or across the relevant land for the purpose of carrying out surveys or site investigations;

Safe Route to School means a safe route to school as identified in the Safe Routes to School Specification;

Safe Routes to School Specification means the Safe Routes to School Specification dated [X] as appended at Appendix [8] to this PFA;

Schools Design Guidance means the Essex Design Guide supplementary known as the Schools Design Guidance as set out at the following website:

https://www.essexdesignguide.co.uk/supplementary-guidance/schools-design-guidance/

Secondary Provision means the All Through School;

SEN Provision means specialist education accommodation to cater for up to forty four (44) places;

Site means the land as shown edged red on Plan [1] and known as the Chelmsford Garden Community against which the provisions of this PFA may be enforced;

Site Preparation Works means the following works, which, for the purposes of Implementation, shall not be works constituting a material operation:

(a) site clearance and excavation;

(b) ground investigation and/or site survey work;

(c) erection of boundary fencing or hoarding;

(d) archaeological investigation;

(e) works of decontamination or remediation or reclamation;

(f) the laying and construction of drains and other services;

(g) the carrying out of service diversion works;

(h) temporary works accesses or structures; and

(i) the mineral extraction and restoration works and/or silt lagoon restoration works (and any ancillary works) required or permitted pursuant to or associated with the Minerals Planning Permissions or Minerals Planning Agreements from time to time;

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Site Specific Agreement means a planning obligation to be entered into under section 106 of the 1990 Act (and in accordance with this PFA) (and such other enabling powers) relating to a grant of a Planning Permission which shall be entered into between the relevant Parties in connection with the relevant OPAs for the Development of the Site to include relevant provisions for indexation and **Site Specific Agreements** shall be construed accordingly;

Site Specific Fix Items means, in respect of each OPA, the following matters:

(a) the relevant Developer Physical items to be delivered by that OPA as identified in the IDP;

(b) the costs to that OPA of delivering the relevant Developer Physical items at (a) above (including on an apportioned basis, as appropriate) as identified in the IDP;

(c) the relevant Developer Financial items for that OPA as identified in the IDP;

(d) the specification of the relevant Infrastructure items at (a) - (c) above for that OPA as identified in the IDP;

Site Wide Baseline Viability Assessment means the Site-wide viability assessment titled [x], dated [x] as prepared by [X] and approved by the City Council at the date of this PFA which:

(a) informs the deliverability and viability of the Site as a whole and sets the baseline for OPA Specific Viability Assessments (subject to the terms of this PFA);

(b) determines what amount (if any) of the HIF Recovery Contribution can be paid towards delivery of the HIF Infrastructure; and

(c) comprises an indicative amalgamation of the OPA Specific Viability Assessments in respect of each of the OPAs;

Site Wide Bus Strategy means the Site-wide bus strategy dated April 2025 as approved by the Councils and appended at Appendix [9] of this PFA [as may be amended in writing from time to time if agreed in writing by the Developers and the Councils];

Site Wide Design Principles Document means the Site-wide design principles document dated June 2024 as approved by the City Council and appended at Appendix [10] of this PFA;

Site Wide Employment Statement means the Site-wide employment statement dated July 2023 as approved by the City Council and appended at Appendix [11] of this PFA;

Site Wide Fix Items means each of the following:

(a) those Developer Financial items in respect of education as identified as items A3, A4, A5 and A6 of the IDP;

(b) Northern RDR as identified as item C22 in the IDP;

(c) provision of bus services as identified as item C1 of the IDP;

(d) those elements of the Monitor and Manage Fund as identified as items C10 and C48 of the IDP;

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(e) the Roundabout 5 Scheme (being a Developer Financial item) as item C2a Rdbt5 of the IDP; and

[(f) the Junction 19 Scheme (item [ ]),]

and for the avoidance of doubt the information which is fixed is all the information within the IDP (including the associated specifications) and/or this PFA (as the case may be) relating to each item identified at (a) – (e);

Sixth Form Provision means education facilities for students aged between 16 and 19;

Slot in Application means an application for planning permission to carry out development within the Site in substitution for development (or any part of it) authorised under the relevant Planning Permission;

Slot in Development means development to be carried out pursuant to a Slot in Permission;

Slot in Permission means a planning permission granted pursuant to a Slot-in Application;

Slot in Protocol means the slot in protocol set out in Clause 17 of Schedule 2 of this PFA and to be replicated in each relevant Site Specific Agreement;

Statement of Superseded Development means a statement identifying what (if any) development under the relevant Planning Permission is to be superseded by the Slot in Development such statement to be submitted with a Slot in Application for consideration by the City Council in the determination of the Slot in Application;

Stage 1 Masterplan means (collectively) the DFD, the IDP and this PFA;

Stage 2 Masterplan means the three OPAs and the Northern RDR Application which shall be in broad conformity with the approved Stage 1 Masterplan;

Stewardship Statement means the overarching statement as approved by the Councils which sets out the outline approach to delivering the following matters and is in broad conformity with the DFD and Garden City Principles, namely:

(a) one Stewardship Vehicle across the Site;

(b) the promotion of community-led development ensuring high levels of community participation and engagement;

(c) proposals for appropriately costed and minimised service charges (subject to changes pursuant to the Stewardship Vehicle's governance framework) (if service charges are applicable);

(d) the Stewardship Vehicle as a not for profit entity or charitable vehicle;

(e) proposals for the inclusion of Community Facilities within the remit of the Stewardship Vehicle (or equivalent); and

(f) other funding streams to be made available to the Stewardship Vehicle including the provision of commercial income generating assets;

a copy of which is at Appendix [2] to this PFA;

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Stewardship Vehicle means the not for profit or charitable legal body/structure to be established in accordance with the Stewardship Statement;

Stewardship Vehicle Business Plan means the overarching plan to demonstrate the financial autonomy of the Stewardship Vehicle for the lifetime of the Development which shall include (amongst other things) details as to the income generating assets to be transferred to the Stewardship Vehicle and which shall be in broad conformity with the approved Stewardship Statement;

Sustainable and Active Travel Modes means both the Sustainable Travel Modes and the Active Travel Modes;

Sustainable Travel Modes means any efficient, safe and accessible means of transport with overall low impact on the environment including (without limitation) ultra low and zero emission vehicles, car sharing and public transport;

Sustainability Standards means the energy, waste and utilities standards as broadly set out in the DFD;

Temporary Education Support Fund means the capped sum of up to nine million eight hundred and ninety eight thousand six hundred and seventy three pounds (£9,898,673) (which may include CIL receipts from the Development) apportioned between each OPA Zone as set out within the IDP to be used (if necessary) by the County Council for Temporary Education Support Fund Purposes;

Temporary Education Support Fund Purposes means any or all of the following:

(a) the costs actually incurred by the County Council in transporting primary school pupils living at the Development to a primary school off the Site before the OPA 1 Primary School is opened, and three (3) years after opening (subject to the terms of paragraph 2.1.12 of Schedule 2);

(b) the costs actually incurred by the County Council in transporting secondary school pupils living at the Development to a secondary school off the Site before the All Through School is opened, and up to five (5) years after opening (subject to the terms of paragraph [2.1.12] of Schedule 2);

(c) the provision of temporary classrooms at the OPA1 Primary School to allow the OPA1 Primary School to operate temporarily as three (3) forms of entry (subject to the terms of paragraph 2.1.12 of Schedule 2);

(d) the provision of temporary classrooms at Willow Hill primary school to allow the OPA1 Primary School to operate temporarily as three (3) forms of entry (subject to the terms of paragraph 2.1.12 of Schedule 2); or

(e) such other purposes as are agreed in writing between the Landowners and/or the Developers and the County Council;

Third Party Land means such land and/or rights, easements and/or other interests in, over or under such land that is/are vested in the ownership of a third party other than the Developers and the Landowners;

Threadneedle Land means that part of OPA Zone 2 owned by Threadneedle as shown for illustrative purposes shaded [X] on Plan [3], a copy of which is at Schedule 1;

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Transport Infrastructure means all highways, roads, bus gates, footpaths, bridges/culverts, footways, cycle tracks, mobility hubs (whether within or adjacent to the carriageway or independent thereof), and associated drainage features as well as other transport related facilities and/or infrastructure for the Site as specified in the DFD and the IDP;

Travel Plan means, in respect of each OPA Zone, a long-term management strategy that details how agreed sustainable transport objectives are to be delivered including through the approved Car Parking Management Strategy, and which is monitored and regularly reviewed;

TRG means the transport review group comprising representatives of the Developers (including any appointed travel plan co-ordinators), the City Council and the County Council to be constituted and operated in accordance with the arrangements specified at Clause 18 of this PFA;

TRG Members means the members from time to time of the TRG;

TRG Terms of Reference means the terms of reference for the TRG to be approved by the County Council in accordance with Clause [X] of this PFA;

Willow Hill Education Site means the Education Site (being 2.1 hectares) being part of the Early Years Provision (Co-Located) as shown for indicative purposes coloured [X] on Plan [4] being one of the OPA 2 Primary Schools;

Working Days means Monday to Friday inclusive but excluding days which are public holidays (Christmas Eve, Christmas Day, Boxing Day, Good Friday, Easter Monday and any other statutory bank holiday in England).

2. INTERPRETATION

2.1 References to any clause, sub-clause, paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this PFA (unless the context otherwise requires).

2.2 For the avoidance of doubt, references to this PFA shall include the Schedules and Appendices to this PFA.

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

2.4 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations.

2.5 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.

2.6 The headings in this PFA are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this PFA.

2.7 Any reference to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.

2.8 Nothing in this PFA shall be construed as restricting the exercise by the City Council or the County Council of any power or discretion exercisable by it under all statutes by-laws

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statutory instruments orders and regulations nor prejudicing or affecting its rights, powers, duties and obligations in any capacity as a local or public authority.

2.9 It is the Parties intention that the provisions of this PFA and the Site Specific Agreements should be consistent and complement each other but in the event of any conflict between the provisions of the Site Specific Agreement and the provisions of this PFA then (save for the provisions of paragraph 1 of Schedule 2) the relevant Site Specific Agreement shall prevail except in the case of manifest error in which case the provisions of the PFA shall prevail.

2.10 The Parties agree that, where any provision, obligation or covenant in this PFA is superseded or duplicated by an equivalent provision, obligation or covenant in a Site Specific Agreement for the relevant OPA then such provision, obligation or covenant in this PFA shall absolutely determine and immediately cease to be of any further legal effect without any further act by the Parties PROVIDED THAT such Site Specific Agreement shall identify the relevant provision, obligation or covenant in this PFA which is superseded or duplicated for the relevant OPA and where appropriate shall confirm such identified provisions in this PFA for a relevant OPA.

2.11 The Parties acknowledge that the definitions contained in this PFA may be used in the same or amended form for a Site Specific Agreement and for the avoidance of doubt the definitions used in this PFA do not set a precedent for defined terms which may be used in a Site Specific Agreement.

2.12 Any plan, drawing, scheme, strategy, specification or other document appended to this PFA, referred to in this PFA or required to be submitted pursuant to this PFA may be updated from time to time with the written approval of the City Council or the County Council (as the case may be) and approval of any of the Landowners or Developers (as the case may be) affected by the proposed update without requiring a deed of variation to be entered into in relation to the Site (or any part of it) and any such updated document shall be capable of being enforced by the City Council or the County Council (as the case may be) as if it were the original document.

2.13 Where any timeframes or milestones for compliance are specified within this PFA (including for the avoidance of doubt the Schedules to this PFA), the City Council and/or the County Council (as the case may be) may in its absolute discretion agree in writing to a varied timeframe or milestone for compliance applying without requiring a deed of variation to be entered into in relation to the Site (or any part of it) and any such varied timescale or milestone shall be capable of being enforced by the City Council or County Council (as appropriate) as if it were the original timeframe or milestone for compliance specified within this PFA and the relevant clause or paragraph shall be construed accordingly PROVIDED THAT in relation to any timeframe or milestone that relates to OPA Zone 2 only Threadneedle and Hanson shall have agreed to such varied timeframe or milestone.

3. LEGAL BASIS

3.1 This PFA is entered into pursuant to section 106 of the 1990 Act and the obligations entered into by the Parties under this PFA by deed shall be subject to the provisions of section 106 of the 1990 Act and shall apply and bind the Landowners and the Developers to the extent of their individual interests in the Site.

3.2 Each of the obligations created by this PFA constitutes a planning obligation for the purposes of section 106 of the 1990 Act and shall be enforceable by the City Council and the County Council in their capacity as planning authority.

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3.3 To the extent that any of the obligations contained in this PFA are not planning obligations within the meaning of the 1990 Act, they are entered into by the City Council and the County Council pursuant to the powers contained in section 111 of the Local Government Act 1972, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 1 of the Localism Act 2011 and any other statutory powers so enabling.

4. LANDOWNERS' AND DEVELOPERS' COVENANTS

4.1 Subject to clause 6 the Landowners covenant with the City Council and the County Council (to the extent of their individual interests in the Site) to comply with the relevant obligations, restrictions and covenants set out in this PFA and in the Schedules to this PFA.

4.2 Threadneedle covenants with the City Council and the County Council (to the extent of its individual interest in the Site) as set out in clause 6 of this PFA.

4.3 Hanson covenants with the City Council and the County Council (to the extent of its individual interest in the Site) as set out in clause 6 of this PFA

4.4 Subject to it not fettering the discretion of the City Council or the County Council, the City Council and County Council agree that the following wording shall be included within the Site Specific Agreement for OPA Zone 2 (subject to such amended wording as the City Council and County Council shall require to ensure it is satisfied the relevant planning obligations in such Site Specific Agreement are properly enforceable):

'*1.* *Threadneedle and Hanson (which for the purpose of this clause does not include the successors in title of either of them) each covenant not to Implement the Planning Permission or permit the Planning Permission to be Implemented on any part of the Threadneedle Land and the Hanson Land (as the case may be) which remains in their respective freehold ownership and for the avoidance of doubt this covenant shall terminate and cease to have effect in respect of any part of the Threadneedle Land and the Hanson Land in which Countryside L&Q (North East Chelmsford) LLP has acquired a freehold interest or where the freehold interest of any part of Threadneedle Land and/or Hanson Land is disposed of to another third party but for the avoidance of doubt the provisions of this clause 1 does not prevent the Threadneedle Land and Hanson Land from being bound pursuant to the provisions of Section 106 of the Act.*

2. *The County Council and the City Council covenant not to enforce the provisions of this Agreement against Threadneedle and/or Hanson (which in this clause 2 does not include the successors in title of either of them) PROVIDED THAT Threadneedle and/or Hanson shall comply with their respective covenants given pursuant to clause 1 above.*

3. *The Developer (which for the purposes of this clause 3 does not include successors in title) hereby indemnifies Threadneedle and Hanson in respect of any claims liabilities losses and damages suffered by Threadneedle and/or Hanson (as the case may be) (all of which for the purposes of this clause 3 do not include successors in title) as a result of Threadneedle and Hanson (as the case may be) entering into this Agreement PROVIDED THAT such claims liabilities losses and damages do not arise out of any negligent acts or omissions of Threadneedle and/or Hanson (as the case may be) AND PROVIDED FURTHER THAT Threadneedle and Hanson comply with their respective covenants pursuant to clause 1 above and FURTHER PROVIDED THAT this indemnity from the Developer shall cease to be of effect if the Option Agreement comes to an end (howsoever terminated).*'

PROVIDED THAT for the purposes of the above wording within the Site Specific Agreement for OPA Zone 2 only it is assumed that: (i) 'Planning Permission' means the planning

permission for OPA Zone 2; (ii) 'Developer' means the developer that executes the Site Specific Agreement for OPA Zone 2 in its capacity as developer of OPA Zone 2; (iii) 'Threadneedle Land' means that part of the land bound by the Site Specific Agreement in respect of OPA Zone 2 which is owned by Threadneedle; and (iv) 'Hanson Land' means that part of the land bound by the Site Specific Agreement in respect of OPA Zone 2 which is owned by Hanson.

5. COUNCILS' COVENANTS

5.1 The City Council covenants with the Landowners, the Developers and the County Council as set out in clauses [19] and paragraphs [X] of Schedule 3 of this PFA.

5.2 The County Council covenants with the Landowners, the Developers and the City Council as set out in clauses [19] and paragraphs [X] of Schedule 3 of this PFA.

5.3 The obligations on the part of the City Council in this PFA are entered into with the intent that they shall be enforceable not only against the City Council but also against any of the City Council's statutory successors.

5.4 The obligations on the part of the County Council in this PFA are entered into with the intent that they shall be enforceable not only against the County Council but also against any of the County Council's statutory successors.

6. THREADNEEDLE AND HANSON

6.1 In reliance on the confirmations given by Threadneedle in clauses 6.2 and 6.3 below the City Council and the County Council and Threadneedle agree that none of the obligations in this PFA save for:

6.1.1 this clause 6; and

6.1.2 paragraphs [3.2 and 3.3 of Schedule 2],

are binding on Threadneedle.

6.2 Threadneedle confirms that:

6.2.1 Threadneedle has granted an option to Countryside L&Q over the Threadneedle Land pursuant to the Option Agreement which allows Countryside L&Q in accordance with the terms of the Option Agreement to drawdown phases of the Threadneedle Land for development subject to all minerals extraction having been completed on the relevant land and restoration of it having been completed as required pursuant to the relevant Minerals Planning Permissions or Minerals Planning Agreements;

6.2.2 Countryside L&Q can also draw down parts of the Threadneedle Land in accordance with the terms of the Option Agreement for the provision of the relevant Infrastructure to support the Development of the Site subject to all minerals extraction having been completed on the relevant land and restoration of it having been completed pursuant to the relevant Minerals Planning Permissions but for the avoidance of doubt it is agreed that all mineral extraction and reinstatement works have already been completed in respect of those parts of the Threadneedle Land required for the Northern RDR and those parts of the Threadneedle Land can therefore be drawn down by Countryside L&Q at the point in the development

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process it will be required subject to compliance with the terms of the Option Agreement; and

6.2.3 Threadneedle consents to Countryside L&Q entering into this PFA; and

6.2.4 As part of the Site Specific Agreement relating to the Threadneedle Land it will enter into a Deed of Adherence in a form to be approved by the City Council (acting reasonably) in the event that not all of the obligations in this PFA which apply to the Landowners and relate to the Threadneedle Land are included, or capable of being properly included within the relevant Site Specific Agreement PROVIDED THAT such Deed of Adherence will not include the following obligation in the PFA, namely paragraph 14 of Schedule 2 of this PFA.

6.3 If the Option Agreement is terminated prior to the Site Specific Agreement being entered into in relation to the Threadneedle Land, Threadneedle covenants with the City Council and the County Council to obtain from any purchaser of the Threadneedle Land or parts thereof who has made Threadneedle aware that it proposes to carry out the Development on the Threadneedle Land or part thereof a unilateral deed of covenant that such purchaser will be bound by the obligations on behalf of the Landowners in this PFA in so far only as they relate to the relevant part of the Threadneedle Land so purchased.

6.4 In reliance on the confirmations given by Hanson in 6.5 and 6.6 below the City Council and the County Council and Hanson agree that none of the obligations in this PFA shall be binding on Hanson during such time as the Option Agreement subsists [save for paragraphs 3.2 and 3.3 of Schedule 2 of this PFA]:

6.5 Hanson confirms that:

6.5.1 Hanson has granted an option to Countryside L&Q over the land owned by Hanson pursuant to the Option Agreement which allows Countryside L&Q in accordance with the terms of the Option Agreement to drawdown phases of the land owned by Hanson for development subject to all minerals extraction having been completed on the relevant land and restoration of it having been completed as required pursuant to the relevant Minerals Planning Permissions or Minerals Planning Agreement;

6.5.2 Countryside L&Q can also draw down parts of the land owned by Hanson in accordance with the terms of the Option Agreement for the provision of relevant infrastructure to support the Development of the Site subject to all minerals extraction having been completed on the relevant land and restoration of it having been completed pursuant to the relevant Minerals Planning Permissions but for the avoidance of doubt it is agreed that all mineral extraction and reinstatement works have already been completed in respect of those parts of the Hanson Land required for the Northern RDR and those parts of the Hanson Land can therefore be drawn down by Countryside L&Q at the point in the development process it will be required subject to compliance with the terms of the Option Agreement; and

6.5.3 Hanson consents to Countryside L&Q entering into this PFA and shall be bound by the obligations contained or referred to in [Schedule 2] to this PFA.

6.6 If the Option Agreement is terminated prior to the Site Specific Agreement being entered into in relation to the land owned by Hanson, Hanson covenants with the City Council and the County Council to obtain from any purchaser of the land owned by Hanson or parts thereof who has made Hanson aware that it proposes to carry out the development on the

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land owned by Hanson or part thereof a unilateral deed of covenant that such purchaser will be bound by the obligations on behalf of the landowners in this PFA in so far only as they relate to the relevant part of the land owned by Hanson so purchased.

7. MORTGAGEES

7.1 The obligations in this PFA shall not be enforceable against any mortgagee or chargee of the whole or any part of the Site from time to time (or any person deriving title from such mortgagee or chargee from time to time) unless and until any such mortgagee or chargee from time to time takes possession of the Site (or the part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the owner of the relevant part of the Site PROVIDED THAT no mortgagee or chargee from time to time (or person deriving title from such mortgagee or chargee from time to time) shall be liable for any breach of the obligations contained in this PFA unless committed at a time when that person is in possession of the relevant part of the Site to which such obligation relates).

8. STATUTORY AUTHORITY AND CONDITIONALITY

8.1 The obligations on the part of the Landowners and the Developers are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable severally against each of the Landowners and/or Developers (as the case may be) to the extent of their individual interests in the Site and their successors in title during the period when this PFA is in force.

8.2 The Landowners and/or Developers shall be jointly and severally liable for the obligations [TBC] and under paragraph 8 of Schedule 2 to this PFA.

8.3 The provisions contained in Clauses [X] to [X] inclusive and Schedules [X] of this PFA are entered into with the intent that these provisions shall have immediate effect PROVIDED THAT:

8.3.1 if Planning Permission for the relevant OPA Zone has not been granted by the Long Stop Date then these provisions and the PFA as a whole shall automatically determine in respect of that OPA Zone (but without prejudice to any right or entitlement of the Parties in respect of any antecedent breach by another Party of the terms of this PFA); and

8.3.2 [save for [X] the obligations contained in this PFA shall not take effect on an OPA Zone unless and until Planning Permission has been granted and Implemented for the relevant OPA].

8.4 Each Landowner and Developer shall not be liable to the City Council or the County Council or the other Landowners or Developers for a breach of an obligation relating to any part of the Site which occurs whilst they have no interest in that part of the Site or once they have parted with their interest relating to that part of the Site but without prejudice to the liability of the Landowners and/or Developers for any subsisting breach occurring prior to their parting with such interest.

9. GENERAL PROVISIONS

9.1 It is agreed and declared that the covenants on behalf of the Landowners and the Developers in this PFA shall be treated as local land charges and the City Council shall procure that the

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same are registered by the City Council as such and for the avoidance of doubt this PFA is registerable as such against OPA Zone 2.

9.2 Subject to having the legal powers to do so it is agreed that the City Council and the County Council will be a party to each Site Specific Agreement.

9.3 The PFA shall not bind nor be enforceable against the following:

9.3.1 individual owner/occupiers, tenants and occupiers and/or mortgagees of individual Dwellings and their successors in title;

9.3.2 purchasers, tenants or occupiers of any individual Commercial Unit(s) erected on the Site (including their respective successors in title) pursuant to a Planning Permission;

9.3.3 any mortgagee or chargee of the Landowners and/or of the non-residential units comprised in the OPAs unless and until and except to the extent that any breach of the obligations contained in this PFA is committed or continuing at a time when it becomes a mortgagee in possession of that part of the Site in which it has an interest or exercises its power of sale under its security or has appointed a receiver or has foreclosed in respect of all or any part of it;

9.3.4 any RPs of an Affordable Housing Unit (other than in respect of the obligations set out in paragraphs [X] of Schedule [3] of this PFA) (or as may be otherwise re-stated in a Site Specific Agreement);

9.3.5 any mortgagee or chargee in possession of any Affordable Housing Unit or any receiver or manager (including administrative receiver) duly appointed by any such mortgagee or chargee to the intent that any such mortgagee or chargee or receiver (including an administrative receiver) may deal with or dispose of the Affordable Housing Units free from the covenants and obligations set out in this PFA and that any successors in title shall not be bound by it;

9.3.6 any Affordable Housing Unit in respect of which a tenant exercises any statutory Right to Acquire or right to buy or any shared ownership unit in respect of which the lessee shall have staircased to one hundred per cent (100%) equity share and (in either case) the tenant or lessee (as the case may be) acquired a freehold or long leasehold interest in the same so that such tenant or lessee shall be entitled to dispose of such Affordable Housing Unit thereafter free from the covenants and obligations set out in this PFA and that any person deriving title through or under such tenant to lessee or any other successor in title shall not be bound but it;

9.3.7 any statutory undertaker or other person who has or who acquired any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services nor any mortgagee or charge or any such persons; and

9.3.8 any Stewardship Vehicle which is set up or appointed to manage and maintain any Public Open Space or Community Facilities (other than in respect of the obligations set out in paragraph [X] of Schedule [3] of this PFA and the restrictions and obligations relating to that part or parts of the Site which are transferred to the Stewardship Vehicle (or as may otherwise be restated in a Site Specific Agreement).

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9.4 The Parties agree with each other to act reasonably, properly, diligently and in good faith in exercising their discretion and observing and performing their covenants and obligations under this PFA (subject always to the proviso set out in Clause 8.6 below) and further agree not to ransom each other or create any new ransom in the provision of Infrastructure and/or the HIF Infrastructure and/or in the construction of the respective Developments and/or in developing the detailed design for each respective OPA Zone.

9.5 Where any notice, consent, approval, authorisation, agreement, expression of satisfaction or other similar affirmation is required under the terms of this PFA, the City Council and/or the County Council and/or the Landowners and/or Developers (as the case may be) will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement, expression or satisfaction or other similar affirmation PROVIDED ALWAYS that where it is expressly provided that a matter will be in the absolute discretion of a Party the express provision shall prevail.

9.6 Express provisions in this PFA relating to reasonableness do not affect in any way the operation of Clauses 8.4 and 8.5 of this PFA and unless the context otherwise requires do not have any significance over and above the provisions of Clauses 8.4 and 8.5 of this PFA.

10. LINKAGES

10.1 It is agreed that:

10.1.1 each of the OPAs and the Northern RDR Application will be brought forward in broad conformity with the DFD (unless otherwise agreed in writing by the City Council and the County Council or as otherwise set out within the relevant Planning Permission);

10.1.2 in order to facilitate the effective delivery of Development across the Site, in carrying out each Development, the Developer Physical elements of the Infrastructure will be:

(a) designed to accommodate the level of development proposed for the Site as set out in the Stage 2 Masterplan;

(b) in broad conformity with the DFD;

(c) integrated across the Site without restriction, impediment or ransom between the OPA Zones; and

(d) delivered in accordance with the requirements of the IDP, subject to the Force Majeure Event provisions and the triggers to be set out within the relevant Site Specific Agreement;

10.1.3 each of the Landowners and the Developers will allow each other reasonable access to land within the Site within their respective ownership and control for the purpose of carrying out site investigations and site surveys or similar in connection with the Development subject to each of the relevant parties first using All Reasonable Endeavours to enter into a licence requiring:

(a) compliance with reasonable health and safety requirements;

(b) compliance with all relevant statutory requirements;

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(c) compliance with such reasonable restrictions (such as working hours reasonable prior notice and compliance with conditions on any planning permissions) as may be imposed by the relevant Landowner/Developer;

(d) that the relevant party causes a minimum reasonable level of disruption;

(e) provision of an indemnity in favour of the relevant Landowner/Developer in respect of any disruption or damage caused by the Party who is entering upon that Landowner/Developer's land; and

(f) the party requesting access to reinstate the land to the condition it was in prior to the relevant party entering upon the land,

PROVIDED THAT in respect of OPA Zone 2 (or the relevant part of it, as the case may be) that all mineral extraction has ceased and the land has been restored as required by the relevant planning permissions and/or planning obligation (as applicable) and FURTHER PROVIDED THAT in respect of the Threadneedle Land that the provisions in this Clause 9.1.3 are subject to the provisions of the Minerals Lease.

10.1.4 The Landowners and Developers agree that the routes between the OPA Zones as shown on page 11 of the Site Wide Design Principles Document (the **Routes**) will be secured within the Detailed Design Code for each OPA Zone and the Landowners and Developers covenant to deliver that part of the Routes within their respective OPA Zones up to the boundary of the adjoining OPA Zone to enable uninterrupted movement of people and vehicles between the OPA Zones such Routes to be provided without restriction, impediment or ransom between the OPA Zones.

11. VALUE ADDED TAX

All consideration given in accordance with the terms of this PFA shall be exclusive of any value added tax properly payable.

12. DISPUTE RESOLUTION

12.1 In the event of any dispute arising in relation to this PFA or any party's respective rights, duties and obligations under this PFA or as to any matter arising out of or in connection with the subject matters of this PFA including the refusal or withholding of any consent or failure to agree a matter stated to be subject to agreement and unless the agreement expressly provides otherwise (but for the avoidance of doubt excluding points of law and legal interpretation), the relevant parties will attempt to resolve that dispute amicably including holding a meeting or meetings attended by at least one representative from each party.

12.2 Any dispute in relation to the terms of this PFA shall be referred to an Expert appointed jointly by the relevant parties to the dispute or in default appointed by the President or the Vice President (or in either case their nominated deputy) for the time being of the Royal Town Planning Institute on the application of any party to the dispute.

12.3 The parties shall request the Expert to make his determination within thirty (30) Working Days from the date of his appointment in writing giving full reasons. His determination shall be binding upon the parties save in the case of manifest error and/or fraud.

12.4 It is further agreed that:

12.4.1 the parties to the dispute will be entitled to make representations and counter representations in accordance with such timetable as the Expert shall direct. The Expert shall offer the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties which are received by him within ten (10) Working Days, or within such other period as agreed in writing between the parties, after the parties have been offered the opportunity;

12.4.2 the appointment of the Expert shall make it clear that each party shall receive from the Expert a copy of any such written representations made by or on behalf of the other parties within ten (10) Working Days of such receipt by the Expert and to make written counter representations within a further period of ten (10) Working Days, or within such other period as agreed in writing between the parties;

12.4.3 the Expert shall give written reasons for his decision;

12.4.4 the Expert's costs will be borne in equal proportions by the parties to the dispute or in such other proportions that the Expert may direct; and

12.4.5 the Expert shall comply with any time limit or other directions agreed by the parties to the dispute on or before his/her appointment PROVIDED ALWAYS that if the Expert fails to comply with the time limits any party to the dispute may apply prior to the making of the Expert's decision for a fresh appointment to be made in which case Clause 11.2 shall then apply.

12.5 The provisions of this Clause shall not affect the ability of the City Council or the County Council to apply and be granted any of the following: declaratory relief, injunctions, specific performance, payment of any sum, damages, any other means of enforcing this PFA and consequential and interim orders and relief.

13. FORCE MAJEURE EVENT

13.1 Provided it complies with Clause 13.2 below, the relevant party shall not be in breach of this PFA, nor shall it be liable for any failure or delay in performance of any obligations under this PFA arising from a Force Majeure Event.

13.2 In the event of a Force Majeure Event, the relevant Party shall:

13.2.1 promptly notify the other Parties by delivering a notice in writing together with documentary evidence specifying the nature and extent of the Force Majeure Event and the effect of any likely effect of the Force Majeure Event on the performance of its obligations under this PFA;

13.2.2 deliver such notice to the respective other parties at the addresses and in the manner specified in Clause 13 below; and

13.2.3 use Reasonable Endeavours to mitigate the effect of the Force Majeure Event and shall carry out those obligations which are not affected by the Force Majeure Event in any manner that it is reasonably and legally able to do so and to resume the performance of those obligations under this PFA affected by the Force Majeure Event as soon as reasonably practicable after the Force Majeure Event has ended.

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14. NOTICES

14.1 Any notice or communication to be given under this PFA shall be in writing and shall be delivered personally or sent by registered post or recorded delivery service and the address for service on the Parties shall be those as staged in this PFA or such other address in England for service as the Party to be served may have previously notified in writing.

14.2 Each notice served in accordance with this Clause 14 of this PFA shall be deemed to have been given or made and delivered if by hand delivery where left at the relevant address provided that this prior to 5pm on a Working Day or if after 5pm then on the next Working Day or if by letter 48 hours after posting.

14.3 Any notice served in accordance with this Clause 14 of this PFA shall be addressed to the following addresses:

14.3.1 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;

14.3.2 for the City Council at, Civic Centre, Duke Street, Chelmsford, CM1 1JE marked for the attention of Spatial Planning Services Manager, in relation to Affordable Housing matters and addressed to the Director of Sustainable Communities in respect of all other matters;

14.3.3 for Halley at [X] and addressed to [X];

14.3.4 for Ptarmigan at [X] and addressed to [X];

14.3.5 for Threadneedle at its registered address and addressed to "The Secretary";

14.3.6 for Hanson at [X] and addressed to [X];

14.3.7 for Countryside L&Q at [X] and addressed to [X]; and

14.3.8 for CLQ Beaulieu at [X] and addressed to [X].

14.4 Any change in relation to the details in accordance with Clause 14.3 above shall be served in the manner set out in Clause 14.1 above.

15. CHANGE OF OWNERSHIP

15.1 Until such time as the provisions of this PFA have been fully complied with (as confirmed by the City Council and the County Council) any registrable disposals of any freehold or leasehold interests of all or any of the relevant party's legal interests in the Site shall be notified to the City Council and the County Council and include the following information:

15.1.1 the name and address of the transferee;

15.1.2 a description and plan of the land subject of the transfer;

15.1.3 the nature of the interest transferred, and

15.1.4 in relation to the Education Sites or the Northern RDR Land confirmation that the transfer terms do not hinder compliance with the requirements in the PFA relating to the Education Sites or the Northern RDR Land as appropriate.

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15.2 Clause 15.1 above shall not apply to a disposition of any individual Dwelling or Dwellings or individual Commercial Unit or to a disposition to any entity listed in Clause [X] of this PFA above.

16. IDP WORKING GROUP

16.1 It is agreed that:

16.1.1 the IDP Working Group shall be established no later than one (1) month after the date of this PFA;

16.1.2 the IDP Working Group Terms of Reference shall be submitted to the Councils for approval no later than three (3) months after establishment of the IDP Working Group pursuant to clause 16.1.1 PROVIDED THAT it is anticipated that the IDP Working Group would monitor and review:

(a) the operation of the IDP;

(b) the progress of the delivery of Infrastructure;

(c) integration of delivery of the Infrastructure requirements of the Site as specified in the IDP;

(d) the overall IDP costs as development of the Site progresses;

(e) the estimated costs of the items of Infrastructure as development of the Site progresses;

(f) the delivery triggers for the relevant items of Infrastructure; and

16.1.3 the IDP Working Group shall thereafter be convened in accordance with the IDP Working Group Terms of Reference (unless otherwise agreed by the IDP Working Group).

16.2 The purpose of the IDP Working Group is to enable Ptarmigan, Halley and Countryside L&Q (and their respective successors in title as below) to work collaboratively to monitor, review and update the IDP PROVIDED THAT:

16.2.1 unless otherwise agreed in writing by the City Council, the IDP Working Group shall consist of at least one (1) representative of each of Ptarmigan, Halley and Countryside L&Q and their successors in title in the event that the relevant Developer:

(a) transfers its entire interest to another party; or

(b) the successor in title is responsible for the development of more than five hundred (500) Dwellings or [X] sqm of floorspace; or

(c) as otherwise agreed between the IDP Working Group members;

16.2.2 unless otherwise agreed in writing with the City Council:

(a) the IDP Working Group will meet every month from the date of the establishment of the IDP Working Group until the delivery of the last item of Infrastructure specified in the IDP is complete;

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(b) the City Council and County Council shall be invited to attend a meeting of the IDP Working Group once every two (2) months and shall be permitted to attend a meeting of the IDP Working Group at least once every three (3) months until the delivery of the last item of Infrastructure specified in the IDP (or as the City Council and/or County Council may otherwise request in writing);

16.2.3 each of the IDP Working Group members shall bear its own costs in attending meetings of the IDP Working Group;

16.2.4 for a meeting of the IDP Working Group to be quorate, at least one (1) representative of each of the Developers shall be present;

16.2.5 the chair of the IDP Working Group (which may rotate between the Developers) shall be agreed between the Developers;

16.2.6 at the first meeting of the IDP Working Group, the members in attendance shall agree which of them shall be responsible for:

(a) arranging the venue for the IDP Working Group; and

(b) producing agendas for and minutes of the IDP Working Group meetings and circulating them to all members, the City Council and the County Council.

17. IDP AND VIABILITY

17.1 It is hereby agreed and acknowledged that:

17.1.1 as at the date of this PFA, the Site Wide Baseline Viability Assessment identifies the most up-to-date viability position from the latest version of the IDP and, for the avoidance of any doubt, the following aspects of the IDP cannot be amended without the agreement of all of the Developers and the [Councils]:

(a) the OPA Zone responsible for delivering each item of Infrastructure; and

(b) the OPA Zone to which the trigger for delivery of the relevant item of Infrastructure relates;

17.1.2 a Developer may submit an OPA Specific Viability Assessment in respect of an OPA Zone to assess the overall viability of that OPA Zone and subject to the City Council's review and such amendments to the OPA Specific Viability Assessment as may be agreed in writing between the relevant Developer and the City Council (and where the Council is satisfied that a viability case has been demonstrated) such OPA Specific Viability Assessment shall be approved by the City Council in respect of that OPA Zone;

17.1.3 a relevant Site Specific Agreement may include one or more of the following provisions in respect of an OPA Zone if (pursuant to clause 17.1.2 above) an approved OPA Specific Viability Assessment demonstrates that the related OPA Zone is not viable PROVIDED THAT Cascade 1 measures shall always be considered before Cascade 2 measures, Cascade 2 measures shall be considered before Cascade 3 measures and as a last resort consideration of the application of Cascade 4 measures:

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(a) adjustments in the quantum of any HIF Recovery Contribution that is payable (**Cascade 1**); and/or

(b) subject to Necessary CIL Approvals being obtained by the City Council, CIL Reinvestment and identifying its expenditure on relevant Infrastructure (**Cascade 1**); and/or

(c) adjustments in the scope and/or specification and/or timing for delivery of non Site-Wide Fix Items in the IDP to assist with cashflow insofar as it relates to the relevant OPA Zone (**Cascade 1)**; and/or

(d) material adjustments in the quantum of non Site Wide Fix Items which may be secured in that Site Specific Agreement having regard to the priority for such non Site Wide Fix Items (**Cascade 2**);

(e) adjustments in the Affordable Housing tenure and/or timing provisions to be specified in that Site Specific Agreement (**Cascade 3**);

(f) adjustments in the Affordable Housing Requirement insofar as it relates to that OPA Zone (albeit, any reduction in the Affordable Housing Requirement is likely to be subject to a commitment to undertake a future update of the relevant OPA Specific Viability Assessment) (**Cascade 4**),

and collectively these shall be treated as deferred planning benefit requirements (**Deferred Planning Benefits)** Provided Always it is agreed and acknowledged that upon the City Council making a Resolution such Resolution will fix the requirements of any viability review mechanism to be secured in a Site Specific Agreement and the cascade approach set out in this clause shall no longer apply.

17.1.4 as at the Resolution Date:

(a) the Site Wide Fix Items are fixed and incapable of being amended in respect of each of the OPAs;

(b) the Site Specific Fix Items are fixed insofar as they establish the overall cost envelope in respect of the OPA that has the benefit of a Resolution it being agreed that any OPA that does not have the benefit of a Resolution may continue to discuss the Site Specific Fix Items in respect of that OPA, including the costs associated with the Developer Physical items relevant to that OPA;

(c) any rebalancing of IDP costs as between OPAs permanently ceased;

being a 'partial fix' as defined in the narrative of the IDP and PROVIDED THAT, in the case of (b) above, amendments can be made to the Site Specific Fix Items in order to settle the Site Specific Agreement for the relevant OPA but only to the extent that such amendments would not materially increase the overall cost to the relevant OPA of those Site Specific Fix Items or amend the OPA Zone responsible for delivering each Infrastructure item as set out within the IDP or amend the OPA Zone(s) which the trigger for delivery of the relevant Infrastructure relates to as identified within the IDP PROVIDED THAT, if applicable, any such amendments shall be made to the IDP before the Grant of the related Planning Permission; and

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PROVIDED FURTHER THAT:

(i) notwithstanding the making of a Resolution the triggers for the delivery of Site Specific Fix Items in respect of the related OPA may continue to be negotiated between the relevant Developer and the City Council and/or the County Council (as the case may be) at any time between the Resolution and the Grant of Planning Permission pursuant to that Resolution; and

(ii) the relevant Developer of the OPA which is to be subject to a Resolution shall provide the most up to date IDP to the City Council and the County Council in advance of the Resolution to inform the details of the Resolution for the relevant OPA;

(iii) the relevant Developer (which has the benefit of the Resolution) shall ensure that the IDP is updated to take into account that Resolution and provide a copy of the updated IDP to the IDP Working Group at its next meeting and the Councils; and

(iv) an illustration of how the process set out in this paragraph 17.1.4 is intended to work can be found in the IDP.

17.1.5 on and following the Grant Date:

(a) the total IDP commitments for the OPA that has the benefit of the Grant will be fixed;

(b) each Developer shall be responsible for any costs relating to the Developer Physical items of Infrastructure which are identified in the IDP as being required to be delivered within the relevant OPA Zone;

(c) all future viability assessments shall be OPA Specific Viability Assessments,

PROVIDED THAT:

(i) the relevant Developer (which has the benefit of the Planning Permission) shall ensure that the IDP is updated to take into account that Grant and provide a copy of it to the IDP Working Group at its next meeting and the Councils; and

(ii) an illustration of how the process set out in this paragraph 17.1.5 is intended to work can be found in the IDP;

17.1.6 the details of any specific viability review mechanisms for an OPA shall be specified in the relevant Site Specific Agreement to include:

(a) the ability to make adjustments on an OPA specific basis to the matters specified in Clause 17.1.13 above Provided Always the terms of the Resolution for an OPA Zone shall fix the terms of any such viability review mechanism as set out in clause 17.1.3 above;

(b) in the event that an approved OPA Specific Viability Assessment results in any of the Deferred Planning Benefits being implemented the

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relevant Site Specific Agreements for that OPA(s) shall include for future OPA specific viability reviews to be carried out at future defined trigger events to reassess the viability of the relevant OPA Zone so that in the event such viability improves such review shall allow for the recovery of any part or all of those Deferred Planning Benefits (which for the avoidance of doubt shall include the repayment of any CIL Reinvestment).

18. IDP AND EXTRA ITEMS

18.1 It is hereby agreed and acknowledged that:

18.1.1 the liability of the Developers and the Landowners to physically deliver Infrastructure or make financial payments towards the costs of the Infrastructure to be delivered by the City Council and the County Council (as the case may be) necessitated by and proportionate to the Development is limited to:

(a) the payment of the required Infrastructure Contributions and delivery of the Infrastructure specified in the IDP (as may be updated from time to time in accordance with this PFA) with the delivery and/or implementation arrangements for the Infrastructure provision to be secured in the Site Specific Agreements; and

(b) any Extra Items secured in a Site Specific Agreement.

18.2 The Landowners and the Developers shall not be liable for the physical delivery or financial costs of any Extra Items in relation to the Development unless they are secured in the relevant Site Specific Agreements or are otherwise agreed in writing by the City Council and/or the County Council (as the case may be).

19. HIF INFRASTRUCTURE

19.1 It is hereby agreed and acknowledged that:

Chelmsford North East Bypass Section 1a

19.1.1 the County Council covenants with each of the other Parties to use All Reasonable Endeavours (working with the relevant Developers and the Landowners where necessary and appropriate) to Practically Complete the Chelmsford North East Bypass Section 1a in accordance with the HIF Infrastructure Timetable PROVIDED THAT:

(a) that part of the Chelmsford North East Bypass Section 1a as shown [X] shall be restricted to such vehicles as authorised by the County Council in consultation with National Highways to manage the impact of the Development on the highway network until the Junction 19 Scheme has been Practically Completed in accordance with this clause [19]; and

(b) in complying with this obligation and generally, the County Council shall work with Halley (or any other party delivering the Northern RDR) to ensure that the County Council does not carry out any steps or other actions (or omits to carry out any steps or other actions) that would materially and adversely affect Halley's (or any other party

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delivering the Northern RDR) ability to deliver the Northern RDR in accordance with the Northern RDR Programme, the Northern RDR Permission and this PFA;

Junction 19 Scheme

19.1.2 [the cost of Practically Completing the Junction 19 Scheme shall be wholly Grant Funded (i.e. at no cost to the Developers and the Landowners) as set out in the IDP];

19.1.3 the County Council covenants with each of the other Parties to use All Reasonable Endeavours (working with the relevant Developers and the Landowners where necessary and appropriate) to Practically Complete the Junction 19 Scheme in accordance with the HIF Infrastructure Timetable;

19.1.4 given the covenant entered into by the County Council pursuant to clause [19.1.3], it is unnecessary for any Planning Permission and/or any Site Specific Agreement to include any condition and/or obligation (as the case may be) requiring delivery of the Junction 19 Scheme before Occupation of any part of the Development in OPA Zone 1 and OPA Zone 3;

19.1.5 [no more than 875 Dwellings in OPA Zone 2 shall be Occupied until Practical Completion of the Junction 19 Scheme PROVIDED THAT if works associated with the Junction 19 Scheme are proceeding materially behind the agreed timescale then the Developer of the OPA Zone 2 may submit proportionate additional transport assessment work to the City Council for approval in consultation with the County Council, to assess the traffic conditions prevalent at the time and to ascertain whether the occupation cap remains appropriate. The transport assessment shall take into account the impact of housing already delivered, as well as future housing, within the Site. Should the approved transport assessment work identify that adjustments to the occupation cap are appropriate, then the Developer of the OPA Zone 2, the City Council and the County Council in consultation with National Highways shall work together to agree a revised occupation cap];

19.1.6 to the extent that any of the Junction 19 Land that is required to secure Practical Completion of the Junction 19 Scheme is owned or controlled by any of the Parties, then the relevant Party shall make such part of the Junction 19 Land available at no cost to the County Council following confirmation of the design of the Junction 19 Scheme and confirmation that the funding is in place to deliver the Junction 19 Scheme PROVIDED THAT if works to deliver the Junction 19 Scheme have not commenced or the works have not been contractually committed within [X] of the Junction 19 Land (or the relevant part of it) being made available and/or transferred to the County Council, then the Junction 19 Land (or the relevant part of it) shall be returned to the relevant Party;

Roundabout 5 Scheme

19.1.7 the overall cost of delivering the Roundabout 5 Scheme is assumed to be no more than twenty-four million pounds (£24,000,000);

19.1.8 the overall cost of delivering the Roundabout 5 Scheme shall be split between:

(a) the County Council;

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(b) Homes England; and

(c) the Developers;

19.1.9 the Developers shall contribute eight million pounds (£8.000.000) Index Linked towards the cost of delivery of the Roundabout 5 Scheme in accordance with item [C2a] of the IDP;

19.1.10 the respective apportionment of each Developer's contribution to the overall cost of delivering the Roundabout 5 Scheme and the triggers for payment of their respective contribution are set out in the IDP and shall be secured in the relevant Site Specific Agreements and be Index Linked;

19.1.11 [it is anticipated that Homes England shall contribute eight million pounds (£8.000.000) Index Linked towards the cost of delivery of the Roundabout 5 Scheme];

19.1.12 the County Council covenants with each of the other Parties to:

(a) use All Reasonable Endeavours to secure Grant Funding for its contribution towards the overall cost of delivering the Roundabout 5 Scheme;

(b) provide an update to each meeting of the PDG regarding any progress made in securing funding for its contribution towards the overall cost of delivering the Roundabout 5 Scheme (such updates to continue until all such funding has been secured);

(c) notify the City Council and the Developers in writing as soon reasonably practicable and, in any event, within [ten (10)] Working Days of having secured all necessary funding for its contribution towards the overall cost of delivering the Roundabout 5 Scheme;

(d) provide the City Council and the Developers with a programme for Practical Completion of the Roundabout 5 Scheme within [four (4)] weeks of the notification given under sub-paragraph [(c)] above PROVIDED THAT such programme shall include an end date and be supported by evidence to demonstrate that the programme is achievable and would secure Practical Completion of the Roundabout 5 Scheme as soon as reasonably practicable;

(e) use All Reasonable Endeavours (working with the relevant Developers and the Landowners where necessary and appropriate) to Practically Complete the Roundabout 5 Scheme in accordance with the programme notified to the Developers pursuant to sub-paragraph (d) above (or such other programme as is agreed in writing with the City Council and the Developers);

19.1.13 [given the covenants entered into by the County Council pursuant to clause [19.1.9], it is unnecessary for any Planning Permission and/or any Site Specific Agreement to include any condition and/or obligation (as the case may be) requiring delivery of the Roundabout 5 Scheme before Occupation of any part of the Development in any OPA Zone;]

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19.1.14 to the extent that any of the Roundabout 5 Land that is required to secure Practical Completion of the Roundabout 5 Scheme is owned or controlled by any of the Parties, then the relevant Party shall make such land available at no cost to the County Council as soon as reasonably practicable following confirmation of the design of the Roundabout 5 Scheme and confirmation that the funding is in place to deliver the Roundabout 5 Scheme pursuant to clause [19.19(c)] PROVIDED THAT if works to deliver the Roundabout 5 Scheme have not commenced or the works have not been contractually committed within [X] of the Roundabout 5 Land (or the relevant part of it) being made available or transferred to the County Council, then the Roundabout 5 Land (or the relevant part of it) shall be returned to the relevant Party;

Northern RDR/Chelmsford North East Bypass

19.1.15 the County Council and the Developers shall continue to collaborate with each other including through the forum of the PDG to facilitate the delivery of Northern RDR in accordance with the Northern RDR Programme and the Northern RDR Permission to assess:

(a) the likely transport impacts of the Development across the Site on the local highway network;

(b) any mitigation measures necessary to mitigate the likely transport impacts of the Development across the Site and on the local highway network in the event of a material delay or failure in the delivery of the Chelmsford North East Bypass or the Northern RDR factoring in other relevant strategic allocations being brought forward; and

(c) what, if any, changes are required to the design and/or delivery of the Northern RDR taking account of the planned future delivery of all sections of the Chelmsford North East Bypass PROVIDED THAT it is agreed that delivery of the Northern RDR in accordance with this PFA shall not be affected by any phased opening of the Chelmsford North East Bypass Section 1a and, once Practically Completed in accordance with this PFA, the Northern RDR shall be open to traffic;

19.1.16 the County Council, including through the forum of the PDG, shall keep the Developers updated at not less than quarterly intervals (from the date of this PFA) as to the progress in delivering the Chelmsford North East Bypass to include (amongst other things) the programme for Chelmsford North East Bypass Section 1a.

General

19.1.17 in the event of:

(a) unforeseen delays arising in relation to the delivery of Chelmsford North East Bypass Section 1a; and

(b) traffic modelling and/or traffic assessment work identifying the need for additional off-site highway works to be carried out to mitigate the transport impacts of the OPAs upon the local highway network,

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the County Council hereby covenant that the Developers shall not be responsible for the funding of such additional off-site highway works (the scope, timing and delivery arrangements of which are be agreed between the relevant parties) PROVIDED THAT the additional off-site works do not comprise and/or include items to be delivered under the IDP; and

19.1.18 the County Council hereby agrees:

(a) that PPA costs for each OPA will not be increased as a result of matters relating to the timing and delivery of the HIF Infrastructure; and

(b) that the Developers shall continue to be reasonably included and kept informed of discussions with Homes England relating to the delivery of the HIF Infrastructure in accordance with current arrangements.

20. PDG

20.1 It is hereby agreed and acknowledged that:

20.1.1 the PDG shall be established no later than one (1) month following completion of this PFA (and shall be funded by each Developer through the PPA arrangements put in place with each Developer and the City Council in relation to each OPA Zone) ; and

20.1.2 the PDG Terms of Reference shall be submitted to the Councils for approval no later than three (3) months after the PDG has been established pursuant to clause 20.1.1 PROVIDED THAT it is anticipated that the PDG Terms of Reference may include any and all of the following roles:

(a) facilitating collaboration between the Developers so as to ensure that the Developments are planned and built in a comprehensive manner without ransom and are in broad conformity with the DFD;

(b) reviewing the progress of each OPA's programme comprising matters such as phasing and Reserved Matters applications, the purpose being to provide a "sense check" that design and delivery is being co-ordinated to secure comprehensive development;

(c) reviewing the progress of delivery of Infrastructure through the IDP;

(d) reviewing the progress of delivery of the Junction 19 Scheme and the Roundabout 5 Scheme (including any progress made by the County Council in securing funding for its contribution towards the overall cost of delivering the Roundabout 5 Scheme);

(e) ensuring the integration of delivery of the Infrastructure across the Site in accordance with the IDP and the DFD including the provision of utilities and drainage;

(f) monitoring and reviewing the delivery of Affordable Housing in accordance with the Affordable Housing Requirement across the Site to include the types, tenures and mix;

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(g) reviewing the monitoring reports to be submitted pursuant to clause 21 of this PFA;

(h) monitoring and reporting upon delivery of the Community Facilities across the Site;

(i) monitoring and reporting upon delivery of the Public Open Space across the Site;

(j) monitoring and reporting upon progress of delivery of design code principles and operation of the Site Wide Design Principles Document;

(k) monitoring and reporting upon progress in relation to the Sustainability Standards across the Site;

(l) reviewing the continuity of design and connectivity across the Site;

(m) receiving and noting any communications from local stakeholders and community feedback so as to maintain awareness of community issues;

(n) monitoring delivery of the Northern RDR and the Chelmsford North East Bypass;

(o) monitoring and reviewing the BNG Site Wide Strategy;

(p) monitoring delivery of the employment and skills strategy in the DFD; and

(q) collaborating on the setting up and implementation of the relevant Stewardship Vehicle as approved by the City Council and the County Council; and

(r) reviewing and reporting ton activities planned to be undertaken at the Bulls Lodge quarry in relation to any residential areas within a 250m radius of any ongoing mineral extraction operations;

(s) [ensuring the marketing material for the residential dwellings includes measures to ensure future owners/occupiers are made aware of Bulls Lodge Quarry];

20.1.3 the PDG shall thereafter be convened in accordance with the PDG Terms of Reference (unless otherwise agreed by the PDG) and an organisation chart illustrating how the PDG is intended to operate can be found at Appendix [X].

20.2 Unless otherwise specified in this PFA, the purpose of the PDG is also to establish a non-decision-making forum to enable the Developers, the City Council and the County Council to share information and act collaboratively in respect of the planning and delivery of the Site in accordance with the following principles:

20.2.1 the PDG shall consist of at least one (1) representative of each of the Developers, the City Council and the County Council and a successor in title in the event that the relevant party either:

(a) transfers its entire interest to another party; or

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(b) the successor in title is responsible for the development of more than five hundred (500) Dwellings or [X] sqm of floorspace; or

(c) as otherwise agreed in writing between the PDG Members;

20.2.2 meetings of the PDG shall be held within the North Chelmsford area or in any other location agreed by the PDG Members and the meeting may be held in person, virtually or hybrid;

20.2.3 the PDG will meet on a quarterly basis unless decided otherwise by the PDG Members from the date of this PFA until completion of the Development;

20.2.4 each of the PDG Members shall bear its own costs in attending meetings of the PDG;

20.2.5 for a meeting of the PDG to be quorate, at least one (1) representative of each of the Developers, the City Council and the County Council shall be in attendance (whether in person or virtually);

20.2.6 the City Council's representative will chair each meeting of the PDG unless otherwise agreed between the PDG Members;

20.2.7 at the first meeting of the PDG, the attendees shall agree which of them shall be responsible for:

(a) arranging the venue for the PDG; and

(b) producing agendas for and minutes of the PDG meetings.

21. **TRG**

21.1 It is hereby agreed and acknowledged that:

21.1.1 the TRG shall be established no later than six (6) months following completion of this PFA; and

21.1.2 the TRG Terms of Reference shall be submitted to the County Council for approval on or before submission of the first application for Reserved Matters approval in respect of any OPA Zone PROVIDED THAT it is anticipated that the TRG Terms of Reference may include any and all of the following:

(a) reviewing the delivery and effectiveness of the transport measures implemented;

(b) considering any transport issues identified by local representatives;

(c) reviewing and responding to any consultation about the proposed bus strategies and travel packs;

(d) reviewing the annual monitoring reports in respect of the Car Club Provisions;

(e) reviewing the annual monitoring reports to be submitted pursuant to clause 21 and identifying whether any pre-defined triggers have been exceeded and whether specific targets have been met e.g. modal share;

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(f) making recommendations on and/or considering whether mitigation needs to be examined and reviewing mitigation proposals that are developed; and

(g) making recommendations on and/or determining whether funds should be recommended for use as part of the Monitor and Manage Fund;

(h) reviewing delivery of the Northern RDR and any proposed amendments to the Northern RDR Programme; and

21.1.3 the TRG shall thereafter be convened in accordance with the approved TRG Terms of Reference (unless otherwise agreed by the TRG); and

21.1.4 any recommendations made by the TRG shall not fetter the County Council's lawful exercise of its powers as a highway authority.

21.2 Unless otherwise specified in this PFA, the purpose of the TRG is also to establish a non-decision-making forum to enable the Developers, the City Council and the County Council to share information and act collaboratively in respect of the planning and delivery of transport-related mitigation measures associated with the Site in accordance with the following principles:

21.2.1 the TRG shall consist of at least one (1) representative of each of the Developers, the City Council and the County Council and a successor in title in the event that the relevant party either:

(a) transfers its entire interest to another party; or

(b) the successor in title is responsible for the development of more than five hundred (500) Dwellings or twenty three thousand square metres (23,000 sqm) of floorspace; or

(c) as otherwise agreed in writing between the TRG Members;

PROVIDED THAT a representative from National Highways shall also be invited to each meeting of the TRG but only as an observer;

21.2.2 meetings of the TRG shall be held within the North Chelmsford area or in any other location agreed by the TRG Members and the meeting may be held in person, virtually or hybrid;

21.2.3 the TRG will meet on a quarterly basis unless decided otherwise by the TRG Members from the date of this PFA until completion of the Development;

21.2.4 each of the TRG Members shall bear its own costs in attending meetings of the TRG;

21.2.5 for a meeting of the TRG to be quorate, at least one (1) representative of each of the Developers, the City Council and the County Council shall be in attendance (whether in person or virtually);

21.2.6 the City Council's representative will chair each meeting of the TRG unless otherwise agreed between the TRG Members;

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21.2.7 at the first meeting of the TRG, the attendees shall agree which of them shall be responsible for:

(a) arranging the venue for the TRG; and

(b) producing agendas for and minutes of the TRG meetings.

22. MONITORING

22.1 On or before the first anniversary of this PFA and every Quarter Day thereafter until such time as the Landowners and/or the Developers have performed their Infrastructure related obligations as set out in the IDP, the Landowners and/or the Developers shall provide a monitoring report to the City Council and to the County Council (copied to the PDG) which shall set out the following details in respect of the relevant OPA:

22.1.1 the progress in relation to each of the obligations contained in this PFA and in due course in relation to the Site Specific Agreement;

22.1.2 the number of Market Housing Units and Affordable Housing Units that were Occupied since the preceding Quarter Day and in total since Implementation;

22.1.3 the projected number of Dwellings anticipated to be completed before the next Quarter Day; and

22.1.4 details of any anticipated Reserved Matters applications to be submitted before the next Quarter Day.

23. MISCELLANEOUS

23.1 The Parties agree to adhere to and abide by the provisions of this PFA and acknowledge that those provisions may be enforced against them by parties to other Site Specific Agreements save in the case of Threadneedle against whom the provisions of this PFA may only be enforced by the City Council and/or the County Council (as applicable) in the manner provided in clause 6 or as otherwise provided for in a Deed of Adherence once such deed has been entered into and in the case of Hanson against whom the provisions of this PFA may only be enforced by the City Council and/or County Council (as applicable) as provided for in clause 4.3 and clause 6.

23.2 The Parties do not intend that any of the provisions of this PFA shall be enforceable by any person who is not a party to this PFA by virtue of the Contracts (Rights of Third Parties) Act 1999, save that Clause 23.1 may be enforced by:

23.2.1 any Developer/Landowner; and

23.2.2 any party to another Site Specific Agreement containing a provision equivalent to this Clause and Clause 23.1.

23.3 The Parties agree that where any Site-wide matter is required to be submitted by (or on behalf of) a Developer after the date of this PFA for approval by the City Council and/or the County Council, then any such submission shall not be made unless and until each of the Developers has been given a reasonable period of time (being no less than ten (10) Working Days) within which to comment upon that submission PROVIDED THAT:

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(a) any submission should reflect any reasonable comments that are received from each of the Developers;

(b) if no material comment(s) is received within that period (including any extended period as may be agreed in writing between the Developers), then the submission shall be deemed to have been approved by the relevant Developer(s); and

(c) the Developer, which is responsible for making the submission shall provide a full copy of the submission (as made to the City Council and/or the County Council as the case may be) to each of the other Developers;

(d) the Developer, which is responsible for making the submission shall (when making the submission) confirm in writing to the City Council and/or the County Council (as the case may be) that clause 23.3(c) has been complied with; and

(e) for the avoidance of doubt no submission or application relating to the Minerals Planning Permissions is subject to this clause [23.2]

23.4 Nothing in this PFA shall be taken to fetter the ability of the City Council or the County Council to carry out its statutory functions in relation to any OPA or to seek appropriate remedy in respect of any of the planning obligations entered into by the relevant Developer and/or Landowner in this PFA and/or the Site Specific Agreements.

23.5 The provisions of this PFA (other than this clause which shall be of immediate effect) shall be of no effect until this PFA has been dated.

23.6 No waiver (whether express or implied) by the City Council or the County Council (as the case may be) of any breach or default in performing or observing any of the obligations contained in this PFA shall constitute a continuing waiver and no such waiver shall present the City Council or the County Council (as the case may be) from enforcing any of the said obligations or from acting upon any continuing or subsequent breach or default thereof.

23.7 This PFA is governed by and interpreted in accordance with the laws of England.

In witness whereof the Parties have executed this PFA as a deed on the day and year first before written.

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SCHEDULE 1 - PLANS AND DRAWINGS

Plan 1: drawing number [X] (the Site)

Plan 2: drawing number [X] (OPA Zones)

Plan 3: drawing number [X] (land ownership in OPA Zones)

Plan 4: drawing number [X] (OPA 1 Primary School, OPA 2 Primary Schools and the All Through School)

Plan 5: drawing number [X] (Northern RDR and Northern RDR Land)

Plan 6: drawing number [X] (land that is subject to the covenants by the City Council and County Council regarding the land within their ownership and control pursuant to paragraph 6 of Schedule 3 of this PFA)

Plan 7: drawing number [X] (Chelmsford North East Bypass)

Plan 8: figure 1 (Domsey Lane Mitigation)

Plan 9: drawing number [X] (Junction 19 Land)

Plan 10: drawing number [X] (Roundabout 5 Land)

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SCHEDULE 1 - LANDOWNERS' AND DEVELOPERS' COVENANTS

1. **ERG**

1.1 It is hereby agreed and acknowledged that the ERG shall be constituted no later than six (6) months of the date of this PFA by the Developers and then operated in accordance with the provisions of this paragraph 1 of this Schedule PROVIDED THAT the ERG shall:

1.1.1 be a consultative group which will facilitate any appropriate joint working between the partners involved in the delivery of the education provision for the Site;

1.1.2 not have any decision-making powers and for the avoidance of doubt decisions regarding the design, delivery (including the timing of delivery) and need for the education provision shall rest with the County Council (in its capacity as the education authority) giving appropriate weight to representations from the ERG but always giving precedence to the County Council's statutory duty to secure sufficient education provision for children resident or expected to be resident on the Site;

1.1.3 monitor and review relevant information including but not limited to Occupations of Dwellings across the Site so as to anticipate the need for education provision (whether by providing land and/or by way of financial contributions and/or in other ways);

1.1.4 provide a forum for relevant stakeholders to discuss matters in relation to the design, delivery (including the timing of delivery but not (in any circumstances) earlier than is specified in the relevant Site Specific Agreement) and need for education provision including but not limited to early years and libraries (whether by providing land and/or by way of financial contributions and/or in other ways); and

1.1.5 enable members to collaborate and where relevant provide recommendations to the County Council (in its capacity as the education authority) in relation to the design, delivery and need for education provision (whether by providing land and/or by way of financial contributions and/or in other ways).

1.2 The ERG shall work in conformity with the following guiding principles:

1.2.1 the respective OPAs shall not be required to make greater education provision (whether by providing land and/or by way of financial contributions and/or in other ways) than is necessary to meet the education needs of the Development across the Site; and

1.2.2 the Developers (whether individually or collectively) have the right to call for discussion within the ERG on matters relating to the design, delivery and need for the education provision (whether by providing land and/or by way of financial contributions and/or in other ways).

1.3 The membership of the ERG shall comprise:

1.3.1 one (1) representative from:

each of the Developers; and

the City Council; and

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1.3.2 six (6) representatives from the County Council.

1.4 Other relevant stakeholders and interested parties may be invited to ERG meetings depending on the agenda which may include (but are not limited to):

1.4.1 relevant school providers; and

1.4.2 Parish Councils.

1.5 Meetings of the ERG shall take place at intervals no less than on a quarterly basis PROVIDED THAT:

1.5.1 the first meeting shall take place within thirty (30) Working Days of the date of this PFA but the members of the ERG may from time to time agree a different frequency or ad-hoc meetings; and

1.5.2 meetings may be in person, hybrid or virtual as may be agreed by the ERG.

1.6 The ERG shall agree which member (which may rotate from time to time) shall be responsible for preparing and distributing agendas and minutes and the members shall liaise with each other in agreeing agenda items.

1.7 Minutes of the meetings are to circulated and agreed within two (2) weeks of the relevant meeting and specific actions required between meetings to be addressed by the relevant member(s) of the ERG.

1.8 Detailed terms of reference agreed by the ERG shall be submitted to the Councils for approval on or before submission of the first application for Reserved Matters approval in respect of any OPA Zone.

2. EDUCATION

2.1 It is hereby agreed and acknowledged that:

2.1.1 the OPAs shall be in conformity with the Education Strategy;

2.1.2 that the Education Provision is anticipated to be required to meet the needs of the new resident population of the Site which forms part of the Infrastructure requirements for the Site as specified in the IDP and is consistent with the Education Strategy;

2.1.3 the detailed arrangements for the Early Years Provision (Standalone) (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreements for each relevant OPA but it is anticipated that:

(a) the Early Years Provision (Standalone) would be constructed by the Landowners and/or the Developers (subject to the provisions of sub-paragraphs 2.1.3(b)-(d) below) with an equivalent reduction in the relevant Education Contributions;

(b) the Early Years Provision (Standalone) would be made available at a Market Sector Rent;

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(c) an area (to be agreed as part of the relevant Reserved Matters submission) shall be safeguarded for Early Years Provision (Standalone) within the relevant neighbourhood centre(s);

(d) where the Early Years Provision (Standalone) is to be marketed pursuant to paragraph 2.1.3(e) below, a marketing strategy shall be agreed in writing with the County Council;

(e) if, after [eighteen (18) months] (or such other period as agreed in writing between the relevant Developer and the County Council) of marketing in accordance with the agreed marketing strategy, the Early Years Provision (Standalone) is not let and, , the ERG considers there is insufficient demand for any part of the Early Years Provision (Standalone), then such part may be released from the obligations in this PFA and the relevant Site Specific Agreement such that it would be available for alternative use(s);

2.1.4 the detailed arrangements for the Early Years Provision (Co-Located) and Primary Provision (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreements for each relevant OPA but it is anticipated that:

(a) the Early Years Provision (Co-Located) and Primary Provision shall comprise the OPA 1 Primary School and the OPA 2 Primary Schools;

(b) each of the Primary School Sites shall be serviced in accordance with the relevant Education Site Specification and made available to the County Council;

(c) each of the OPA 1 Primary School and the OPA 2 Primary Schools shall be constructed by the County Council or their nominee if they deem necessary;

(d) each of the OPA 1 Primary School and the OPA 2 Primary Schools shall comprise two (2) forms of entry i.e. four hundred and twenty (420) places from reception to year 6;

(e) the OPA 1 Primary School shall also include an additional three (3) permanent classrooms to be used initially to provide additional capacity as part of the Primary Provision but later to be converted for use as part of the SEN Provision;

(f) the OPA 1 Primary School site shall be fully serviced before one hundred and fifty (150) Dwellings are Occupied in OPA Zone 1;

(g) the Education Contribution in respect of the Primary Provision shall be as specified in the IDP and the Education Strategy and Index-Linked;

2.1.5 the detailed arrangements for the Secondary Provision (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreement for OPA Zone 2 but it is anticipated that:

(a) the All Through School shall include a co-located two (2) forms of entry Primary School and Early Years Provision (Co-Located);

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(b) the capacity of the All Through School would be six (6) forms of entry plus sixth form provision to accommodate up to one hundred and eighty (180) places i.e. a total capacity of one thousand and eighty (1,080) places;

(c) the All Through School Site would have capacity to accommodate up to eight (8) forms of entry, if required;

(d) the All Through School Site shall be serviced in accordance with the relevant Education Site Specification and made available to the County Council;

(e) the All Through School shall be constructed by the County Council;

(f) the All Through School will be made available for community access;

(g) the Education Contribution in respect of the Secondary Provision shall be as specified in the IDP and the Education Strategy and Index Linked;

2.1.6 the detailed arrangements for the Sixth Form Provision (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreements but it is anticipated that the Education Contribution in respect of the Sixth Form Provision shall be as specified in the IDP and the Education Strategy;

2.1.7 the detailed arrangements for the SEN Provision (including the proposed timing of its delivery) shall be specified in the relevant Site Specific Agreements but it is anticipated that:

(a) in part, the SEN Provision shall be met by the additional three (3) permanent classrooms to be provided as part of the OPA 1 Primary School;

(b) in part, the SEN Provision shall be met by the provision of places at other Education Sites across the Site or within a reasonable distance of the Site;

(c) the Education Contribution in respect of the SEN Provision shall be as specified in the IDP and the Education Strategy and Index Linked;

2.1.8 the All Through School shall have the potential to accommodate Sixth Form Provision;

2.1.9 detailed arrangements for payment of the Education Contributions and the triggers for the delivery of the Education Provision shall be specified in the relevant Site Specific Agreements for each relevant OPA;

2.1.10 any transfer of the Education Sites to the County Council shall, unless otherwise agreed in writing by the County Council and specified in the relevant Site Specific Agreements:

(a) accord with the relevant Education Site Specification;

(b) in exchange for consideration not exceeding the total sum of one pound sterling (£1); and

(c) restrict the use of the land to use for educational purposes;

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2.1.11 if works to deliver the relevant Education Provision have not commenced or the works have not been [contractually committed] on an Education Site within [X] years of the Education Site being transferred to the County Council, then the Education Site shall be returned to the relevant Landowner/Developer;

2.1.12 SUBJECT ALWAYS TO the requirements of the Education Strategy and the cap in the Temporary Education Support Fund, it might be necessary to provide temporary education measures in order to accommodate the pupil yield arising out of the Development PROVIDED THAT (unless otherwise agreed in writing by the County Council) if such measures are necessary then they shall be implemented in accordance with the following cascade (the details of which shall be in accordance with the Education Strategy and set out in the Site Specific Agreements for the OPA Zones):

(a) safe pedestrian and cycle routes for residents within the Development shall be provided from the Site to Beaulieu Park and/or Chelmer Valley secondary schools if sufficient unfilled capacity exists at either or both of those schools in accordance with details approved in writing by the County Council. If these safe routes to school are two miles or less for children aged under eight, or three miles or less for older children, then those children do not require a school transport payment;

(b) if such safe route cannot be provided pursuant to (a) above, or are further than permitted then the costs of transporting eligible pupils from the Site to Beaulieu Park and Chelmer Valley High as priority or the nearest available secondary school with available places shall be paid. Firstly, using routes provided as part of the proposed CGC Bus Strategy Routes if possible, or if not then through alternative provision

(c) if existing capacity at those schools is not available then the County Council shall use All Reasonable Endeavours to provide temporary accommodation either at the relevant school site at the Site and/or Beaulieu Park and/or Chelmer Valley secondary school ;

(d) if none of (a) – (c) is available, then the costs of transporting pupils from the Site to other schools shall be paid from the Temporary Education Support Fund and subject always to the cap in the Temporary Education Support Fund as apportioned within the IDP between each OPA Zone;

2.1.13 the Site Specific Agreements for each of the OPA Zones shall include planning obligations relating to:

(a) use of the Temporary Education Support Fund (which might in addition include the use of CIL receipts from the Development) by the County Council for Temporary Education Support Fund Purposes;

(b) the mechanism pursuant to which the County Council can calculate and use any part of the Temporary Education Support Fund for Temporary Education Support Fund Purposes;

(c) the mechanism pursuant to which the County Council accounts for how it has spent any part of the Temporary Education Support Fund that has been used;

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2.1.14 the Education Provision to be secured in the Site Specific Agreements shall:

(a) accommodate the level of development proposed for the Site as set out in the Stage 2 Masterplan;

(b) be in broad conformity with the DFD;

(c) be integrated across the Site without any restriction, impediment or ransom between the OPA Zones; and

(d) be delivered in accordance with the provisions in the Site Specific Agreements and subject to an agreed Force Majeure Event pursuant to the provisions in Clause 13 of this PFA.

2.1.15 the Site Specific Agreements for each of the OPA Zones shall include planning obligations requiring the written notification to the Councils of trigger points that are relevant to the Education Provision;

2.1.16 If a Safe Route to School is to be delivered in any OPA Zone pursuant to the Education Strategy, then:

(a) such Safe Route to School shall be delivered in accordance with the Safe Routes to School Specification; and

(b) the relevant Site Specific Agreement shall include obligations securing the delivery (including the timing of delivery) of the relevant Safe Route to School.

3. NORTHERN RDR

3.1 It is agreed and acknowledged that:

3.1.1 Northern RDR is a specific policy requirement of Policy SGS6 the delivery of which will (amongst other things):

(a) provide the main vehicular access to the Site from Essex Regiment Way in the west and Chelmsford North East Bypass in the east

(b) improve accessibility to the strategic road network and rail networks;

(c) provide a primary active travel route between Little Waltham and OPA Zone 2; and

(d) provide active travel crossings to retain and provide connectivity between the land to the north and south of it;

3.1.2 Northern RDR is the subject of the Northern RDR Application and will be delivered by Halley in accordance with:

(a) the Northern RDR Programme;

(b) the Northern RDR Agreement; and

(c) the Northern RDR Permission;

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3.1.3 Northern RDR forms part of the list of Infrastructure requirements for the Site as specified in the IDP; and

3.1.4 none of the Site Specific Agreements in respect of OPA Zone 1, OPA Zone 2 and OPA Zone 3 shall contain any obligations or provisions in respect of the Northern RDR ON THE BASIS THAT the delivery and Completion of the Northern RDR is secured by each of:

(a) this PFA;

(b) the Northern RDR Agreement; and

3.1.5 there are legal agreements in place to enable the relevant parts of OPA Zone 1 and OPA Zone 2 to be drawn down in order to facilitate delivery and Completion of Northern RDR.

3.2 In order to ensure the effective and timely delivery of Northern RDR, Halley covenants with the Councils as follows:

3.2.1 not to commence construction of the Northern RDR unless and until a Northern RDR Agreement for the whole of the Northern RDR has been entered into in respect of it;

3.2.2 not to Occupy (or permit Occupation of) any Dwelling in OPA Zone 3 unless and until works to construct Northern RDR have commenced in accordance with the Northern RDR Programme;

3.2.3 not to Occupy (or permit Occupation of) more than five hundred and fifty-eight (558) Dwellings in OPA Zone 3 unless and until the Northern RDR has been Completed in accordance with the Northern RDR Programme and is open to traffic;

3.2.4 to use All Reasonable Endeavours to Complete the Northern RDR before the Northern RDR Long Stop Date;

3.2.5 to provide the Councils and the Developers with regular updates (being no less than once every three (3) months) of progress of construction of Northern RDR having regard to the Northern RDR Programme (as may be varied from time to time with the written approval of the City Council in consultation with the County Council);

3.2.6 unless otherwise agreed in writing by the City Council and the County Council, to ensure that Northern RDR:

(a) is designed and built to accommodate the level of development proposed for the Site;

(b) is in broad conformity with the DFD;

(c) is Completed without any restriction, impediment or ransom in accordance with:

(i) the Northern RDR Permission;

(ii) the Northern RDR Agreement; and

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(iii) the Northern RDR Programme (as may be varied from time to time with the written approval of the City Council in consultation with the County Council and the other Developers),

subject to an agreed Force Majeure Event pursuant to the provisions in clause [X] of this PFA;

3.2.7 as soon as reasonably practicable and in any event no later than three (3) months after [the date of this PFA], to serve written notice on Countryside L&Q requiring Countryside L&Q to draw down that part of the Threadneedle Land that is required in order to facilitate the construction and delivery of Northern RDR;

3.2.8 to use All Reasonable Endeavours to agree the terms of any Northern RDR Agreement as may be required relating to the detailed design, technical specification and provision of the Northern RDR and, once agreed, shall enter into such Northern RDR Agreement as soon as reasonably practicable thereafter;

3.2.9 to pay for the costs and/or physical delivery of connecting Northern RDR to the Chelmsford North East Bypass Section 1a if the Chelmsford North East Bypass Section 1a is Completed before Northern RDR is Completed; and

3.2.10 to provide the Councils with no less than [ten (10) Working Days'] notice in writing of Completion of Northern RDR.

3.3 Ptarmigan hereby covenants with the Councils not to Occupy (or permit Occupation of) more than five hundred and fifty-eight (558) Dwellings in OPA Zone 1 unless and until the Northern RDR has been Completed in accordance with the Northern RDR Programme and is open to traffic.

3.4 It is agreed that from the date of this PFA all parties with a legal interest in the Northern RDR Land (or any part of it) shall:

3.4.1 Safeguard and retain the Northern RDR Land as cleared sites free from encumbrances encroachment or built form by development (other than landscaping and the provision of service media or utilities or any encumbrances, encroachments or built form that are in place as at the date of this PFA) during the Northern RDR Land Safeguarding Period (unless otherwise agreed in writing with Halley and the Councils after the date of this PFA) PROVIDED THAT:

(a) it is agreed that the relevant parties with a legal interest in the Northern RDR Land and the County Council may (acting reasonably) agree in writing amendments to the location of the Northern RDR Land and if such alternative location is agreed then the relevant party/ies will Safeguard and retain that alternative agreed location as a cleared site free from encumbrances encroachment or built form by development (other than landscaping and the provision of service media or utilities or any encumbrances in place as at the date of this PFA); and

(b) if works to construct Northern RDR are commenced prior to expiration of the Northern RDR Land Safeguarding Period, then such obligation to Safeguard the Northern RDR Land shall continue to apply until the date of Completion and adoption as public highway and opening to traffic of the relevant part of the Northern RDR Land in accordance with the arrangements to be specified in the Northern RDR Agreement;

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3.4.2 make the Northern RDR Land available for the construction of Northern RDR (including any preparatory steps, survey site investigation and/or similar) in accordance with the Northern RDR Programme and/or the Northern RDR Agreement;

3.4.3 use All Reasonable Endeavours to agree the terms of the Northern RDR Agreement relating to the detailed design, technical specification and provision of Northern RDR as highway works and, once agreed, shall enter into the Northern RDR Agreement as soon as reasonably practicable thereafter subject to having first been indemnified by Halley in a form satisfactory to the relevant party (acting reasonably) in respect of all costs, demands, expenses and liabilities which may arise from entering into the Northern RDR Agreement; and

3.4.4 agree to dedicate those parts of the Northern RDR Land as are necessary to secure the adoption of Northern RDR as public highway following Completion of Northern RDR in accordance with this paragraph [3],

[Provided Always that for the purposes of this clause 3.4 Halley shall only be permitted to access the Northern RDR Land within OPA Zone 2 for all purposes connected with construction of the Northern RDR pursuant to the terms of the separate legal agreement between Countryside L&Q and Halley for such period of time that such legal agreement remains in force between such parties and shall only be permitted to rely on and enforce the contractual provisions set out in this clause 3.4 following the expiry or termination of such legal agreement.]

3.5 If any party with a legal interest in the Northern RDR Land (or any part of it) (A Party) shall fail to make any part of the Northern RDR Land available for the construction of Northern RDR in accordance with this paragraph [3] then, subject to the Northern RDR Permission having been granted, Halley (or any other Party delivering the Northern RDR) may serve written notice (Default Notice) on the A Party requiring the A Party to take action to remedy the breach within such reasonable period (which shall not be less than one (1) month (or such longer period as may be agreed in writing between Halley (or any other Party delivering the Northern RDR) and the A Party)) as shall be specified in the Default Notice and a copy of such Default Notice shall be sent to the City Council and the County Council PROVIDED THAT this paragraph 3.4 shall not apply in respect of:

3.5.1 any breach that arises out of any neglect, default and/or omission by (or on behalf of) Halley; and

3.5.2 the Threadneedle Land (save for making the relevant part of the Threadneedle Land available for preparatory steps, survey site investigation and/or similar in advance of commencement of construction of the Northern RDR) unless the Option Agreement has been validly exercised in respect of the relevant land required for the Northern RDR or unless the relevant land has been transferred to Countryside L&Q; and

3.5.3 [Countryside L&Q, Hanson or Threadneedle for as long as the legal agreement between Countryside L&Q and Halley, pursuant to which Halley can lawfully access that part of the Northern RDR Land within OPA Zone 2 for all purposes connected with construction of the Northern RDR and for such time that such agreement remains in force and Halley shall only be permitted to rely on and enforce the contractual provisions set out in this clause 3.5 following the expiry or termination of such legal agreement.]

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3.6 If no action is taken by the A Party to promptly remedy the breach or the breach is not remedied within the period specified in the Default Notice (or such other extended period as may be agreed between the A Party and Halley (or any other Party delivering the Northern RDR) in writing) then the parties with a legal interest in the Northern RDR Land agree that Halley (or any other Party delivering the Northern RDR) shall be entitled to:

3.6.1 enter upon such part of the Northern RDR Land and other land controlled by the A Party as may be necessary and take such action in order to construct the whole or part of Northern RDR (as the case may be) including (but not limited to) making such payments and/or carrying out such works and/or entering into such agreements or deeds as it shall consider to be necessary;

3.6.2 act as attorney and agent of the A party for the purpose of executing any relevant documents including (without limitation) statutory agreements (such as the Northern RDR Agreement)/transfers of land to the County Council and statutory undertakers as a consequence of any breach;

3.6.3 recover from the A Party the reasonable and proper costs and expenses incurred by Halley (or any other Party delivering the Northern RDR) in undertaking all necessary steps pursuant to this paragraph and paragraph 3.1 above including the A Party Interest Rate on such costs to be calculated for the period from the date on which the costs were incurred until the date of payment,

PROVIDED THAT this paragraph 3.6 shall not apply in respect of:

(i) any breach that arises out of any neglect, default and/or omission by (or on behalf of) Halley; and

(ii) the Threadneedle Land (save for making the relevant part of the Threadneedle Land available for preparatory steps, ecology surveys and/or works (including in association with obtaining any related licences), survey site investigation and/or similar in advance of commencement of construction of the Northern RDR) unless the Option Agreement has been validly exercised in respect of the relevant land required for the Northern RDR or unless the relevant land has been transferred to Countryside L&Q; and

(iii) Countryside L&Q, Hanson and Threadneedle for as long as the legal agreement between Countryside L&Q and Halley, pursuant to which Halley can lawfully access that part of the Northern RDR Land within OPA Zone 2 for all purposes connected with construction of the Northern RDR, remains in force,

[and Halley shall only be permitted to rely on and enforce the contractual provisions set out in this clause 3.6 following the expiry or termination of such legal agreement.]

4. DESIGN CODE

4.1 It is hereby agreed and acknowledged that the Site Wide Design Principles Document has been approved by the City Council and establishes the framework for future Detailed Design Codes.

4.2 In order to provide a framework for creating exemplar developments across the Site with a consistent and high-quality standard of design, it is agreed and acknowledged that:

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4.2.1 the City Council shall be entitled to impose suitably worded planning condition(s) on each OPA to provide for the submission and approval of the Detailed Design Codes;

4.2.2 unless otherwise agreed in writing by the City Council, the Detailed Design Codes for each OPA shall be substantially in accordance with the Site Wide Design Principles Document;

4.2.3 progress in relation to the delivery of the design code principles and operation of the Site Wide Design Principles Document across the Site shall be reported and monitored as follows:

(a) through the forum of the PDG;

(b) pursuant to the reporting and monitoring obligations in Clause 19 of this PFA; and

(c) in accordance with any reporting and monitoring obligations as are included in the Site Specific Agreements.

4.3 The City Council hereby agrees to consult the County Council before approving the Detailed Design Codes.

5. SUSTAINABILITY STANDARDS

5.1 It is agreed and acknowledged that:

5.1.1 the Sustainability Standards for the OPAs shall:

(a) be secured through suitably worded planning condition(s) on each OPA; and

(b) be applied at Reserved Matters stages for each OPA Zone,

PROVIDED ALWAYS THAT that any changes to the Sustainability Standards shall not apply to any OPA Zone in respect of which a Reserved Matters application has been submitted before the date such variations are agreed or determined; and

5.1.2 progress in relation to the Sustainability Standards across the Site shall be considered by the PDG and shall be subject to the reporting and monitoring obligations in Clause 19 of this PFA and any such reporting and monitoring obligations to be included in the Site Specific Agreements.

6. BIODIVERSITY NET GAIN

6.1 It is agreed and acknowledged that:

6.1.1 the BNG Site Wide Strategy has been approved by the City Council and establishes the framework for achieving BNG across the Site;

6.1.2 the OPAs and the Reserved Matters to be brought forward pursuant to the OPAs (and any other planning application that is submitted in respect of the Site) shall reflect the shared core objective and guiding framework principles for BNG in the DFD and the BNG Site Wide Strategy;

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6.1.3 subject to paragraph 6.1.4 below, that the Landowners and/or the Developers (as the case may be) will continue to collaborate with each other in relation to BNG matters including through the forum of the PDG to:

(a) develop compatible BNG strategies to deliver the core objectives and guiding framework principles specified in the DFD;

(b) use Reasonable Endeavours to achieve the aspirational Site-wide target of twenty percent (20%) for BNG set out in the DFD PROVIDED THAT, for the avoidance of doubt, this target applies to the entirety of the Development of the Site in its end-state and does not apply to each OPA and/or each phase of development within each OPA and/or Reserved Matters to be brought forward pursuant to each of the OPAs;

(c) implement the BNG Site Wide Strategy; and

(d) report and monitor progress in relation to the CGC-wide provision of BNG and the operation of the BNG Site Wide Strategy pursuant to the reporting and monitoring obligations in Clause 19 of this PFA and any such reporting and monitoring obligations in the Site Specific Agreements.

6.1.4 for the avoidance of doubt the provisions of this paragraph 6 shall not prejudice or affect the development of the land identified in Recital (E) pursuant to or in association with the Minerals Planning Permissions and Hanson shall have no obligation in relation to this paragraph 6 whilst such development is being undertaken.

7. PUBLIC OPEN SPACE

7.1 It is agreed and acknowledged that:

7.1.1 the OPAs shall reflect the shared core objectives and guiding framework principles for open space in Chapter 6 of the DFD;

7.1.2 community use agreements may be entered into in relation to Education Sites to facilitate community access and such arrangements shall be further detailed in Site Specific Agreements save that the County Council shall be entitled to restrict or prevent access during normal school hours and/or when other school related activities are taking place;

7.1.3 the Developers will continue to collaborate with each other including through the forum of the PDG to:

(a) develop compatible strategies to deliver the Public Open Space in broad conformity with the DFD; and

(b) report and monitor Site-wide progress in relation to the delivery of the Public Open Space through the forum of the PDG and pursuant to the reporting and monitoring obligations in Clause 19 of this PFA and any such reporting and monitoring obligations in the Site Specific Agreements.

7.2 It is further agreed that the Site Specific Agreements will include suitably worded planning obligations (the precise terms of which are to be specified in the Site Specific Agreement)

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providing for the specification, ownership, management and maintenance of the Public Open Space to include obligations to:

7.2.1 set out the proposals for the long term management and maintenance of the Public Open Space including its transfer to the Stewardship Vehicle;

7.2.2 submit to the City Council for approval proposals for the detailed management and maintenance of the Public Open Space prior to (or as part of) the submission of the first application for Reserved Matters for each OPA, which shall be consistent with the approved Stewardship Vehicle Business Plan and the Stewardship Statement;

7.2.3 implement the approved proposals for the management and maintenance of the Public Open Space; and

7.2.4 deliver the Public Open Space according to specified delivery triggers (to be discussed through the forum of the PDG) and detailed in the Site Specific Agreements.

8. STEWARDSHIP

8.1 To:

8.1.1 ensure that each of the OPAs shall reflect the stewardship principles in the DFD and the Stewardship Statement;

8.1.2 ensure that:

(a) the Stewardship Vehicle; and

(b) the Stewardship Vehicle Business Plan,

are agreed between the Developers and approved by the City Council and the County Council before completion of the first Site Specific Agreement PROVIDED THAT if the Developers are unable to agree the Stewardship Vehicle and/or the Stewardship Vehicle Business Plan (as the case may be) within six (6) months following completion of this PFA then the relevant matter may be referred (upon application by any Developer) for expert determination in accordance with clause [X] of this PFA; and

8.1.3 establish a stewardship steering group before completion of the first Site Specific Agreement PROVIDED THAT the roles, responsibilities and representation of the group shall be determined in agreement with the Councils.

8.2 In order to provide for a robust and sustainable stewardship structure in the planning and delivery process for the Site, it is hereby agreed and acknowledged that the Site Specific Agreements shall be in accordance with the Stewardship Statement and (unless otherwise agreed in writing by the Councils) shall include:

8.2.1 a process for agreeing income generating assets that the relevant Developer intends to offer to the Stewardship Vehicle (such as community centres, areas of public open space, parking courts, mobility hubs and housing) to the extent that such matters are not already covered by the approved Stewardship Vehicle Business Plan;

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8.2.2 a requirement that, prior to any asset transfer, an independent certification process (at the relevant Developer's expense) is undertaken to assess that the asset is fit for purpose, with the costs of this process being underwritten by the relevant Developer and with an appropriate mechanism to ensure that assets which fail the verification process will be made fit for purpose prior to transfer;

8.2.3 where applicable, a requirement that, prior to any asset transfer, a funding proposal is prepared, submitted to and agreed by the Councils setting out the proposed future management requirements of that asset and demonstrating that sufficient financial resources will be available in order to implement those requirements;

8.2.4 information relating to the proposed form of asset transfer e.g. freehold or leasehold,

PROVIDED THAT, for the avoidance of any doubt, notwithstanding that separate obligations shall be included in each of the Site Specific Agreements, it is also agreed and acknowledged that the Developers shall continue to collaborate with each other in order to provide a comprehensive approach to stewardship arrangements across the Site.

9. COMMUNITY FACILITIES

9.1 It is hereby agreed and acknowledged that:

9.1.1 the Community Facilities shall be developed to address the core objective and relevant guiding framework principles for community facilities specified in Chapter 6 of the DFD;

9.1.2 the Developers will continue to collaborate with each other including through the forum of the PDG to:

(a) develop compatible strategies to deliver the Community Facilities in broad conformity with the DFD;

(b) ensure that the Community Facilities are flexible and multi-functional to meet the needs of different users; and

(c) report and monitor Site-wide progress in relation to the delivery of the Community Facilities pursuant to the reporting and monitoring obligations in Clause 19 of this PFA and any such reporting and monitoring obligations in the Site Specific Agreements;

9.1.3 the Site Specific Agreements will include suitably worded planning obligations relating to the specification, ownership, management and/or maintenance of the Community Facilities and (unless otherwise agreed in writing by the City Council) shall include obligations, which require:

(a) submission for the written approval of the City Council of proposals for the long term management and maintenance of the Community Facilities including any transfer to the Stewardship Vehicle;

(b) submission for the written approval of the City Council of proposals for the management and maintenance of the relevant Community Facilities prior to the determination of the relevant Reserved Matters approval for

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the relevant Community Facilities for each OPA or such other timescales as may be agreed in writing by the City Council; and

(c) implementation of the approved proposals for the management and maintenance of the Community Facilities.

10. TRANSPORT INFRASTRUCTURE AND SUSTAINABLE AND ACTIVE TRAVEL MODES

10.1 *General* It is hereby agreed and acknowledged that:

10.1.1 the OPAs shall reflect the shared core objective and relevant guiding framework principles in the Movement Strategy to deliver the vision and ethos for the CGC as set out in the DFD; and

10.1.2 the Site Wide Bus Strategy has been approved by the Councils and establishes the strategy for future bus provision across the Site as a whole; and

10.1.3 the OPAs shall have broadly consistent Parking Standards.

10.2 It is further agreed and acknowledged that the Transport Infrastructure and the Sustainable and Active Travel Modes measures:

10.2.1 are designed and built to accommodate the level of development proposed for the Site;

10.2.2 are in broad conformity with the relevant core objectives and guiding framework principles in the DFD unless otherwise set out in the OPAs and/or any Site Specific Agreement;

10.2.3 are integrated across the Site without any restriction, impediment or ransom; and

10.2.4 are provided in accordance with the thresholds, timings, and delivery requirements of the IDP and relevant provisions of the Site Specific Agreement subject to the Force Majeure Event provisions of this PFA.

Bus Strategy and Travel Plan related provisions

10.3 It is further agreed and acknowledged that each Site Specific Agreement shall include planning obligations relating to the following matters in relation to the relevant OPA Zone;

10.3.1 the submission, approval and implementation of a bus strategy in respect of the relevant OPA Zone which shall be in broad accordance with the Site Wide Bus Strategy and include the following information (unless otherwise agreed in writing by the Councils);

(a) the bus services to be provided together with their related routes, hours and frequency of operation;

(b) a specification for the vehicles to be provided;

(c) the projected cost of provision; and

(d) a programme for its implementation,

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PROVIDED THAT prior to its submission, the TRG shall be consulted about each of the proposed bus strategies;

10.3.2 the submission, approval and implementation of a Travel Plan in respect of the relevant OPA Zone;

10.3.3 the appointment of a travel plan co-ordinator to oversee implementation of the relevant Travel Plan(s) PROVIDED THAT the Developers shall explore the possibility of appointing a single co-ordinator to cover the Site as a whole;

10.3.4 the submission, approval and provision of a travel pack for the first Occupier of each Dwelling in the relevant OPA Zone in accordance with the relevant approved Travel Plan(s) PROVIDED THAT prior to its submission the TRG shall be consulted about each of the proposed travel packs;

10.3.5 the Car Club Provisions PROVIDED THAT the Developers shall use Reasonable Endeavours to achieve a consistent approach to the Car Club Provisions across the Site as a whole subject to any proposal by a Developer for enhanced Car Club Provisions in an OPA Zone, which may be agreed in writing from time to time by the County Council; and

10.3.6 if applicable, provision of a mobility hub consistent with the Stage 1 Masterplan and in accordance with the relevant Reserved Matters approval; and

10.3.7 submission, approval and implementation of a Car Parking Management Strategy.

10.4 It is further agreed and acknowledged that each of the Site Specific Agreements shall include planning obligations requiring the completion of off-site highway works and/or the payment of financial contributions to the County Council to secure completion of the related off-site highway works before a specific number of Dwellings in the relevant OPA Zone is Occupied (as identified in that Site Specific Agreement) all of which shall be in accordance with the IDP (including the relevant specifications and financial amounts in the IDP).

Domsey Lane Mitigation

10.5 It is further agreed and acknowledged that the Domsey Lane Mitigation shall be carried out and completed as follows, unless otherwise agreed in writing:

10.5.1 within [x] months of completion of this PFA details (including design and a programme for implementation having regard to the need to obtain an order pursuant to section 249 of the 1990 Act) of the Domsey Lane Mitigation (OPA Zone 1) shall be submitted to the Councils for their approval, such programme to ensure that the Domsey Lane Mitigation shall be Practically Completed prior to or at the same time as Completion of the NRDR;

10.5.2 within [x] months of completion of this PFA, details (including design and a programme for implementation having regard to the need to obtain an order pursuant to section 249 of the 1990 Act) of the Domsey Lane Mitigation (OPA Zone 3) shall be submitted to the Councils for their approval such programme to ensure that the Domsey Lane Mitigation shall be Practically Completed prior to or at the same time as Completion of the NRDR;

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10.5.3 the relevant Developer shall notify the City Council in writing as soon as reasonably practicable after technical approval has been obtained in respect of the Domsey Lane Mitigation (OPA Zone 1) and the Domsey Lane Mitigation (OPA Zone 3);

10.5.4 as soon as reasonably practicable after receipt of written confirmation pursuant to paragraph 10.6.3 above, the City Council shall use Reasonable Endeavours to make an application for an order, and thereafter to secure confirmation of that order, pursuant to section 249 of the 1990 Act (or such alternative order if the City Council considers there is an alternative appropriate route) and the Developers shall provide such support and assistance as the City Council may reasonably require to secure the confirmation of such an order;

10.5.5 subject to confirmation of an order pursuant to section 249 of the 1990 Act or such other enabling legislation (which is free of legal challenge and capable of implementation), the Domsey Lane Mitigation (OPA Zone 1) and the Domsey Lane Mitigation (OPA Zone 3) shall be Completed in accordance with the approved details and in any event no later than the Completion of the NRDR;

10.5.6 Halley may Complete the Domsey Lane Mitigation (OPA Zone 1) on behalf of Ptarmigan pursuant to paragraph 10.5.5 subject to reasonable notice being provided to the Councils prior to the works commencing;

10.5.7 details of the Domsey Lane Active Travel Link shall form part of the first Reserved Matters application that is submitted in respect of parcel CH7 in the case of OPA Zone 1 and parcel 16 in respect of OPA Zone 3 PROVIDED THAT the relevant Developers shall collaborate and co-operate with each other so as to ensure that the details that are submitted for approval are entirely consistent;

10.5.8 subject to obtaining approval pursuant to paragraph 10.7.6, the Domsey Lane Active Travel Link shall be carried out and Completed as part of the Domsey Lane Mitigation (OPA Zone 1) or the Domsey Lane Mitigation (OPA Zone 3) whichever is the later to be commenced.

Monitor and Manage Strategy

10.6 It is further agreed and acknowledged that:

10.6.1 the Monitor and Manage Strategy has been approved by the Councils and (amongst other things) establishes the framework for the future use of the Monitor and Manage Fund where necessary;

10.6.2 the Site Specific Agreements for each OPA Zone shall include planning obligations requiring:

(a) implementation of, and compliance with, the Monitor and Manage Strategy; and

(b) expenditure (by, or on behalf of, the County Council) of the Monitor and Manage Fund (if deemed to be necessary) on agreed mitigation measures.

11. AFFORDABLE HOUSING

11.1 It is agreed and acknowledged that the Site Specific Agreements shall secure no less than the Affordable Housing Requirement for each relevant OPA Zone (subject to clause [16]) and

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will include suitably worded planning obligations for the Affordable Housing provisions to include the following requirements:

11.1.1 submission of an Affordable Housing Scheme for approval by the City Council;

11.1.2 specification of the delivery triggers for the Affordable Housing within the relevant OPA Zone;

11.1.3 provision for the affordability of the Affordable Housing including any eligibility criteria; and

11.1.4 provision for the transfer of the Affordable Housing Units to a RP where applicable.

12. CONTRIBUTIONS

12.1 The Parties hereby agree that subject to:

12.1.1 the City Council and the County Council not fettering their statutory discretion; and

12.1.2 compliance with the relevant statutory and policy tests for planning obligations in Regulation 122 of the CIL Regulations and paragraph 58 of the NPPF,

the nature and extent and amount of any other financial contributions sought by the City Council and the County Council (as the case may be) shall be as provided for in the Site Specific Agreements.

13. EMPLOYMENT

13.1 It is hereby agreed and acknowledged that:

13.1.1 the OPAs shall be in broad conformity with the shared core objective and relevant guiding framework principles for employment and skills in the DFD and the Site Wide Employment Statement;

13.1.2 the Developers will continue to collaborate with each other including through the forum of the PDG to:

(a) develop compatible strategies to deliver the employment and skills provision to reflect the employment strategy in the DFD and the Site Wide Employment Statement; and

(b) report to the Councils and monitor Site-wide progress in relation to the delivery of the employment and skills strategy specified in the DFD and operation of the Site Wide Employment Statement pursuant to the reporting and monitoring obligations in Clause 19 of this PFA and any such reporting and monitoring obligations in the Site Specific Agreements.

14. THIRD PARTY LAND

It is hereby agreed and acknowledged that, if it becomes apparent that any Third Party Land is required to facilitate construction and/or operation of the Development or any part thereof or to secure compliance with any provision of this PFA, the Landowners and the Developers will continue to collaborate with each other including through the forum of the PDG to

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develop and implement compatible strategies to seek to secure control of the relevant Third Party Land and/or to secure the Necessary Consents from the owner(s) of the Third Party Land to include entering into all necessary documentation and doing all things reasonably required to facilitate the development of the relevant OPA Zone and/or to secure compliance with this PFA without creating any hindrance or ransom.

15. CIL PROTOCOL

15.1 If the City Council's existing CIL rate and/or regime is materially increased (over and above indexation) or if CIL is replaced or supplemented by another charging regime, then the Parties will use All Reasonable Endeavours to agree to such variations to this PFA and/or the Site Specific Agreements (if relevant and subject always to not fettering the discretion of the City Council and/or County Council as a local planning authority) with the intent that:

15.1.1 the planning benefits secured by this PFA and the relevant Site Specific Agreements should continue to be secured and delivered; and

15.1.2 the Developers and/or the Landowners should not be in a position where they are required to pay the materially increased CIL or other charge (as the case may be) and to perform the planning obligations under this PFA and the relevant Site Specific Agreements in relation to the provision of infrastructure which are identified to be funded by the materially varied CIL regime or the other charge.

15.2 If the Developers and/or the Landowners shall be obliged to pay any increased CIL or other charge related to the Development or Planning Permission which would (in whole or in part) duplicate or overlap with such obligation in this PFA and/or the relevant Site Specific Agreement(s) (as the case may be) then the relevant parties shall use All Reasonable Endeavours (if relevant and subject always to not fettering the discretion of the City Council and/or County Council as a local planning authority) to agree to offset the relevant proportion of the cost of performing any planning obligation under this PFA and/or the relevant Site Specific Agreement(s) attributable to the material increased value of the CIL payment or other charge against an Infrastructure Contribution which is due to the extent the City Council and/or County Council is reasonably satisfied no duplication or overlap arises.

16. SLOT IN PROTOCOL

16.1 For the avoidance of doubt, the provisions contained in this paragraph 16 of this Schedule of the PFA and relevant definitions in Clause 1 of this PFA shall (unless otherwise agreed with the City Council) be included (*mutatis mutandis*) in each Site Specific Agreement.

16.2 The Parties hereby agree and acknowledge that the following Slot In Protocol shall apply to any Slot in Applications to be brought forward in relation to the Site (or any part of it) from time to time, namely that:

16.2.1 the purpose of the Slot in Protocol is to set out the details of the mechanisms to be applied in the event that amendments are proposed to be made to the Developments through Slot in Applications which may be brought forward from time to time for alternative development to replace consented development pursuant to a Planning Permission in respect of the relevant part of the Site;

16.2.2 the Slot in Protocol does not fetter the City Council's discretion as local planning authority in its consideration of the individual merits of any Slot in Application which may be brought forward from time to time;

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16.2.3 it is prudent to make express provision for a Slot in Protocol in the light of the Supreme Court case of *Hillside Parks Ltd v Snowdonia National Park Authority [2022] UKSC 30* which concerned the ability to carry out development under overlapping planning permissions;

16.2.4 the role of the Slot in Protocol is to seek to ensure physical compatibility between the development proposed in the Slot in Application and its surrounds so that elements of the development under each Planning Permission are consistent with each other and to seek to ensure that any Slot in Permission is legally robust and does not give rise to any physical inconsistency which would prevent the carrying out of the remainder of the development permitted by the earlier permission(s) or any physical or other inconsistency that would prevent compliance with any of the conditions attached to the earlier permission(s);

16.2.5 the process for the submission of a future Slot in Application requires that:

(a) each Slot in Application shall be accompanied by:

(i) a Statement of Superseded Development; and

(ii) a plan(s) showing the area of the Slot-in Application and the area of the Development which is to be superseded;

(b) the Slot in Application shall (through necessary accompanying documents):

(i) demonstrate that the remainder of the earlier Planning Permission(s) can still physically be delivered;

(ii) demonstrate that the planning conditions of the earlier Planning Permission(s) (as amended or to be amended) can be complied with in the context of the Slot in Development;

(iii) demonstrate whether any amendments are required to the relevant legal agreement in respect of the Development pursuant to the earlier Planning Permission(s);

(iv) demonstrate that any Infrastructure and/or Contributions secured in this PFA and/or a Site Specific Agreement shall not be materially delayed or delivery prejudiced; and

(v) include such necessary supporting information as may reasonably be required to enable a decision to be made by the City Council as to whether there is any requirement to carry out an environmental assessment of the likely significant environmental effects of the Slot in Development.

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SCHEDULE 3 - THE CITY COUNCIL AND THE COUNTY COUNCIL COVENANTS

Part 1- City Council Covenants

The City Council covenants with the Landowners and the Developers as follows:

1 **REINVESTMENT OF CIL**

1.1 Subject to the City Council obtaining the Necessary CIL Approvals (and whether CIL is to be a Cascade 1 item for the purposes of clause 17) to work with the Developers and the County Council to identify the relevant sums of CIL Reinvestment to be used for Infrastructure including the relevant items of Infrastructure together with a programme for collection of CIL and delivery of Infrastructure, which may include entering into contracts with third parties.

Part 2 – County Council Covenants

The County Council covenants with the Landowners and the Developers as follows:

2 **PROVISION OF INFRASTRUCTURE**

2.1 Subject to payments of the Infrastructure Contributions as they fall due in accordance with the IDP and Site Specific Agreements, to use All Reasonable Endeavours (where applicable) to secure the provision of each item of Infrastructure in the Developer Financial category to be delivered by the County Council in accordance with the IDP and Site Specific Agreements (as the case may be).

3 **NORTHERN RDR**

3.1 The County Council covenants with Halley and all parties with a legal interest in the Northern RDR Land (or any part of it) to:

3.1.1 following receipt of a written request from Halley, and at the cost of Halley, enter into the Northern RDR Agreement(s) as soon as reasonably practicable so as to facilitate the carrying out and Completion of Northern RDR (or the relevant part of it) in accordance with:

(a) this PFA;

(b) the Northern RDR Permission;

(c) the Northern RDR Agreement; and

(d) the Northern RDR Programme (including any subsequent amendments that are agreed in accordance with this PFA);

3.1.2 co-operate with Halley and the parties with a legal interest in the Northern RDR Land (or any part of it) and to take all necessary steps (including committing all necessary and reasonable resources at Halley's cost) to facilitate Completion of the Northern RDR by Halley in accordance with:

(a) this PFA;

(b) the Northern RDR Permission;

(c) the Northern RDR Agreement; and

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(d) the Northern RDR Programme (including any subsequent amendments that are agreed in accordance with this PFA);

3.1.3 subject to all relevant details being provided by Halley, use All Reasonable Endeavours to ensure that all details that it receives for approval pursuant to the Northern RDR Agreement are determined as soon as practicable;

3.1.4 be liable for the costs and/or physical delivery of connecting Northern RDR to the Chelmsford North East Bypass Section 1a if Northern RDR is Completed before the Chelmsford North East Bypass Section 1a is Completed PROVIDED THAT the County Council shall use All Reasonable Endeavours to Complete the Chelmsford North East Bypass Section 1a so as to ensure it connects into Northern RDR and is open to traffic which is accessing Northern RDR to and from the Chelmsford North East Bypass Section 1a as soon as reasonably practicable following Completion of Northern RDR in accordance with this PFA and the Northern RDR Agreement;

3.1.5 provide Halley with regular updates (being no less than once every three (3) months) of progress of construction of the Chelmsford North East Bypass Section 1a having regard to its obligations in this PFA; and

3.1.6 if the Chelmsford North East Bypass Section 1a is Completed before Northern RDR is Completed, to co-operate with Halley and the parties with a legal interest in the Northern RDR Land (or any part of it) and to take all necessary steps (including committing all necessary and reasonable resources at Halley's cost) to facilitate the physical connection of the Northern RDR to the Chelmsford North East Bypass Section 1a.

Part 3 – City Council and County Council Covenants

The City Council and the County Council covenant with the Landowners and the Developers as follows:

4 EXPENDITURE OF CONTRIBUTIONS

4.1 To ensure that the Infrastructure Contributions shall be applied only towards the provision of Infrastructure in accordance with the IDP.

4.2 Not to spend each of the Infrastructure Contributions otherwise than on the relevant item of Infrastructure identified within the IDP.

4.3 To provide a breakdown of expenditure from the monies paid to the City Council and County Council pursuant to this PFA and/or the Site Specific Agreement (as the case may be), if so requested, in writing by the Landowners/Developers PROVIDED THAT (unless otherwise agreed in writing by the County Council) the Landowners/Developers shall each only make one such request in any six (6) month period.

4.4 To procure a breakdown of expenditure from the monies received from the Landowners/Developers which relate to the City Council and the County Council's functions pursuant to this PFA within twenty (20) Working Days of receipt of a request in writing by the Landowners/Developers PROVIDED ALWAYS THAT the Landowners/Developers shall each only make one such request in any six (6) month period.

4.5 If any monies that are paid to the City Council or the County Council (as the case may be) pursuant to this PFA shall not have been expended or contractually committed to be expended within [ten (10)] years after the date upon which the final payment of such monies

shall have been paid, then the City Council and County Council covenants that the unspent part of the relevant monies shall be returned to the payee together with any accrued interest within twenty (20) Working Days of receipt of a written demand from the relevant payee PROVIDED THAT, for the avoidance of doubt, the Site Specific Agreements for the OPAs shall include details of the clawback provision to apply in relation to financial contributions payable pursuant to the Site Specific Agreement.

5 TREATMENT OF APPLICATIONS AND APPROVAL OF DETAILS

5.1 To use All Reasonable Endeavours to ensure that applications and/or approvals of details and/or discharge applications (including applications for Reserved Matters approvals) submitted pursuant to any Planning Permission and/or this PFA and/or the relevant Site Specific Agreements respectively are determined as soon as practicable post submission provided that such applications, or approvals of details or discharge applications (as the case may be) are in broad conformity with:

5.1.1 the terms of this PFA;

5.1.2 the timings in the individual PPA;

5.1.3 the DFD;

5.1.4 the IDP;

5.1.5 the planning conditions imposed on the relevant Planning Permission; and

5.1.6 the relevant Site Specific Agreement(s),

unless otherwise agreed in writing by the City Council and/or the County Council (as the case may be).

5.2 To co-operate in any discussions regarding an Open Space Specification including the likely costs of particular works and/or maintenance requirements where appropriate.

5.3 On reasonable written request, to provide the Landowners/Developers with such reasonable information in the City Council's and County Council's (as the case may be) possession reasonably relevant to discussions regarding an Open Space Specification.

6 ACCESS

6.1 At the time of entering into this PFA, no land within the ownership or control of the County Council has been identified by the Parties within the area identified on Plan [6] as being reasonably required to carry out any works pursuant to the relevant Planning Permission limited to highways or active travel works.

6.2 Notwithstanding the provisions of paragraph 6.1 of this Schedule above, in the event that it is subsequently identified by any of the relevant parties that land within the ownership or control of the County Council is reasonably required to carry out any highway or active travel work required to be carried out on land within the area identified on Plan [6] pursuant to the relevant Planning Permission then subject to the provisions of paragraph [X] below, the County Council shall:

6.2.1 permit such reasonable access and use of such land to the relevant party and their respective agents, officers, employees or similar within the ownership or control of

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the County Council as is reasonably required by the relevant party to carry out any other works pursuant to the relevant Planning Permission at reasonable times subject to the relevant fees set out in paragraph [6.2.3] (if applicable) and upon reasonable prior written notice of at least seven (7) days being provided by the relevant party except in the case of an emergency or as otherwise agreed by the County Council;

6.2.2 grant such rights and licences (without any restriction, impediment or ransom) as are reasonably required by the same in order to facilitate the carrying out of such works and where necessary and appropriate dedicate such land as highway to enable the delivery of the relevant works by the relevant party;

6.2.3 where any land of the County Council has highway status any access be subject to its duties and powers relating to that status and the parties shall be required to comply with the County Council's standard requirements (including, without prejudice to the generality of the foregoing, the provision of documentation and payment of fees) in relation thereto; and

6.3 The County Council shall not be required to comply with the requirements of paragraph 6.2 above unless the relevant party has first (unless otherwise agreed):

6.3.1 entered into such agreements as the County Council may reasonably require to ensure that such works are carried out in such a way as to reduce any disruption damage or inconvenience to a reasonable minimum including:

(a) the provision of warranties in favour of the County Council;

(b) the requirement for all contractors to enter into relevant health and safety agreements required by the County Council;

(c) the guaranteed access over the completed works and adoption as public highway (where applicable) as soon as reasonably practicable;

(d) agreement on the programme as to the carrying out of the works;

(e) details of any intended contractors' compounds;

(f) agreement on the specification and design of proposed works;

(g) provisions ensuring adequate maintenance of the works (for a period agreed with the County Council) at no cost to the County Council;

(h) such matters are may be required by virtue of paragraph 6.2.3 above; and

(i) indemnification of the County Council in respect of all reasonable legal and technical costs properly incurred;

6.3.2 complied with all requirements whether statutory or those of the County Council relating to health and safety which the relevant Council may reasonably require;

6.3.3 ensured that the design of the works is as consistent as reasonably practicable with the Development and consistent in all respects with any relevant approved Detailed Design Code and/or Reserved Matters approval relating to any relevant part of the Development;

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6.3.4 entered into a provision to make good any damage caused as soon as possible to the reasonable satisfaction of the County Council; and

6.3.5 entered into a provision not to interfere with or obstruct access to the relevant part of the Site or interfere with or obstruct works being undertaken on the relevant part of the Site by the Developer/Landowner or his servants agents employees contractors or invitees.

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Execution page

In witness of which this Deed has been executed by the Parties as a **Deed** and **delivered** on the date set out at the beginning of this Deed.

[RELEVANT ATTESTATION CLAUSES TO BE ADDED]

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APPENDIX 1 - NORTHERN RDR PROGRAMME

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APPENDIX 2 - STEWARDSHIP STATEMENT

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APPENDIX 3 - BNG SITE WIDE STRATEGY

Draft

APPENDIX 4 - GARDEN CITY PRINCIPLES

Draft

APPENDIX 5 - EDUCATION STRATEGY

Draft

APPENDIX 6 – MONITOR AND MANAGE STRATEGY

Draft

APPENDIX 7 – IDP

Draft

APPENDIX 8 – SAFE ROUTES TO SCHOOL SPECIFICATION

Draft

APPENDIX 9 – SITE WIDE BUS STRATEGY

Draft

APPENDIX 10 – SITE WIDE DESIGN PRINCIPLES DOCUMENT

Draft

APPENDIX 11- SITE WIDE EMPLOYMENT STATEMENT

Draft

APPENDIX 12 – JUNCTION 19 SCHEME

Draft

APPENDIX 13 – ORGANISATION CHART

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Appendix 6


Chelmsford
Garden
Community
Infrastructure Delivery Plan
The best of town & country,
the best of neighbourhoods & nature
A SHARED PLACE
DECEMBER 2025

CONTENTS

1. Introduction
2. Operation of the IDP
3. IDP Status and Process
4. Indexation
5. Land Equalisation

ATTACHMENTS

Attachment 1: IDP Schedule

- Tab 1 – IDP Summary
- Tab 2 – Health & Wellbeing
- Tab 3 – Movement
- Tab 4 – Community and Leisure
- Tab 5 - Green and Blue Infrastructure
- Tab 6 – Education
- Tab 7 – Indices
- Tab 8 – Education Land Equalisation

Attachment 2: IDP Specification Sheets Example

Attachment 3: IDP Operation Flow Chart

Attachment 4: IDP Stages Classification

1. Introduction

Background & Introduction

1.1. This report forms part of the suite of Infrastructure Delivery Plan (IDP) documents for Chelmsford Garden Community (CGC) and provides an explanation as to the assumptions, functions and details contained within the IDP schedules. It has been prepared by Turner Morum LLP (TM) as appointed by the Developers (Countryside L&Q (North East Chelmsford) LLP, Ptarmigan Chelmsford A Limited (hereafter referred to as Ptarmigan) & Greycoat Real Estate (Halley Developments Ltd)) (the Consortium).

1.2. Significant input has also been received from the Consortium consultant team of Arcadis, DWD LLP, Mayer Brown Ltd, SLR and Transport Planning Associates (TPA). This document has been prepared in collaboration with Essex County Council (ECC), Chelmsford City Council (CCC) and their advisors Newmark (IDP & Viability) and Aecom (Costings).

1.3. The IDP records the infrastructure requirements of CGC. This includes where and when the infrastructure will be required, who will deliver it, the cost and where the funding for it will be coming from. This document should be read alongside the IDP Schedule included as per Attachment 1. This schedule includes information relating to the cost of infrastructure, how it will be delivered and the anticipated triggers. All of the supporting evidence for this schedule has been shared with the Council and their advisors in form of specification sheets for each infrastructure item. An example specification sheet is included as per Attachment 2.

1.4. At this stage the evidence contained in Attachment 1 is reflective of the level of information available. This IDP report should be considered as the 'instruction manual' on how the IDP operates and functions.

1.5. The key information for the IDP is contained in the IDP Schedule as per Attachment 1. Within this Schedule there are a number of supporting tabs which are explained below:

- **Tab 1 – IDP Summary**: This schedule provides a summary of the total costs in the IDP for each infrastructure category split into separate tabs as set out below:
- **Tab 2 – Health & Wellbeing**
- **Tab 3 – Highways & Access**
- **Tab 4 – Community & Leisure**
- **Tab 5 – Green & Blue Infrastructure**
- **Tab 6 – Education**
- **Tab 7 – Indices:** This tab contains the relevant indices which are applied to the relevant IDP base costs.
- **Tab 8 – Land Equalisation:** This tab contains the calculation of the land equalisation payments between the Consortium pertaining to the provision of education land.

1.6. The derivation of this IDP is the CCC IDP Update Final Report July 2019 undertaken by Troy Planning & Design and Navigus Planning as part of the evidence base for the Local Plan allocation of 3,000 homes within the Local Plan period. This document identified the infrastructure requirement across the whole City. It also provided a summary of the expected infrastructure phasing and cashflow from CGC (known as North East Chelmsford at the time[1]). This IDP document provides a detailed site-specific reflection of the infrastructure requirements of CGC for the entire Stage 1 masterplan of 6,250 homes.

1.7. The IDP has been submitted to CCC, ECC, Newmark and Aecom at various stages over a number of years and has been developed through an iterative process of collaboration and engagement. We have arrived at the latest base position on the IDP which is summarised below:

IDP Category	Agreed Base Cost (£)
Health & Wellbeing	£9,850,032
Movement	£94,780,096
Community & Leisure	£38,402,091
Green & Blue Infra	£13,797,652
Early years, childcare & education	£101,638,074
TOTAL IDP	**£258,467,944**
£ PER DWELLING	**£41,355**

[1] CCC IDP Update Final Report July 2019: Table 13.12, Page 129

1.8. To confirm, the above numbers do not include any costs associated with Community Infrastructure Levy (CIL) or contributions towards Homes England's Housing Infrastructure Fund (HIF). The IDP does make reference to certain infrastructure items which will be funded by CIL but these costs are not included in the totals above. The reason for this is to ensure there is no double counting when assessing viability as the CIL is calculated separately in the viability appraisal for each OPA.

1.9. The above is a reflection of the agreed base date of Q4 2024. Should changes to the IDP be required then it may be necessary to adjust the indexation to the relevant date at which that assessment is being undertaken. There are certain costs item which have recently been determined/agreed with ECC which show a Q1 2025 cost such as C1 Bus Service. However, the majority of costs reflect prevailing Q4 2024 conditions.

Objectives of the IDP

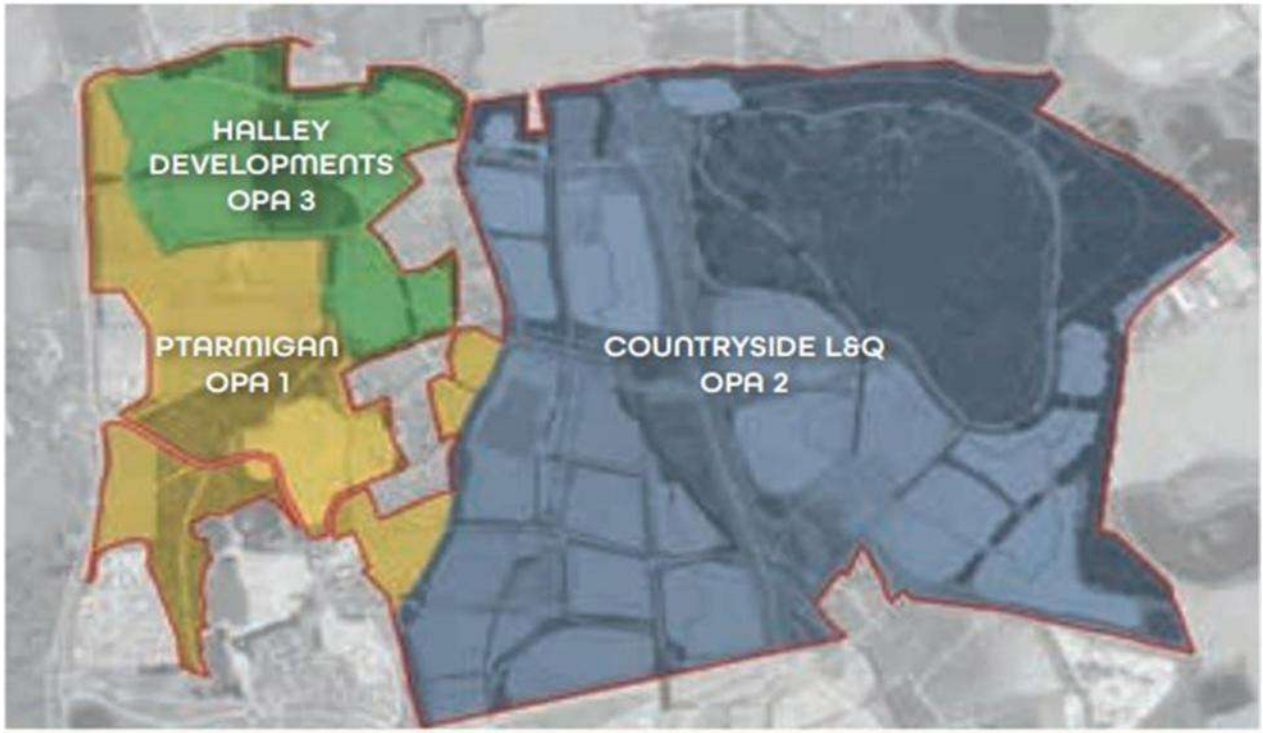
1.10. The core objective of this IDP is to set out the infrastructure requirements (including relevant financial contributions) of CGC and apportion it across the three Outline Planning Application zones (OPAs). Not only does the IDP apportion costs but it also includes, where possible, estimated delivery trigger assumptions as well as the delivery method to ensure coordination of key infrastructure between all parties and the delivery of a comprehensive and cohesive development. It ultimately ensures that all elements of infrastructure at CGC are accounted for and that all OPAs are delivering their fair and apportioned share. This document will be key in the preparation of future site-specific Section 106 Legal Agreements (S106) and will act as a "check-list" to what should and should not be included for each site.

Description of Development

1.11. The CGC site is located to the north-east of Chelmsford beyond the existing developments at Beaulieu and Channels. The gross area of the 6,250-unit site is c. 1,121.8 acres (c. 454 hectares) with an estimated developable acreage of c 411.6 acres (167 ha).

1.12. The site is separated into 3 land ownerships which are coming forward as 3 separate OPA's. The ownership is split between Ptarmigan, Countryside L&Q (North East Chelmsford) LLP (CLQ) and Halley Developments Ltd. The site plan below illustrates the land ownership across the site:

Fig 1. CGC Land Ownership



1.13. To confirm the breakdown of each OPA in terms of dwelling numbers and planning application reference numbers is summarised in the schedule below:

OPA	Planning Reference	Dwellings
1	22/01950/OUT & 22/01950/FUL	1,500
2	23/01751/OUT	3,500
3	23/00124/OUT & 23/00124/FUL	1,250

1.14. The plan included below is the Stage 1 masterplan for the whole of CGC as defined and agreed through the Development Framework Document (DFD):

Fig 2. CGC Masterplan



1.15. A full copy of this is included along with the Framework Parameter Plans in the Development Framework Document (DFD) which is discussed in further detail below.

IDP Planning Status

1.16. The IDP sets out the strategy and mechanisms for delivering the identified infrastructure required to support the CGC and works in conjunction with the DFD. Local Plan Strategic Growth Site Policy 6 (SGS6) requires that development proposals accord with a Masterplan that is approved by CCC. For the purposes of SGS6, the Stage 1 Masterplan comprises the following documents:

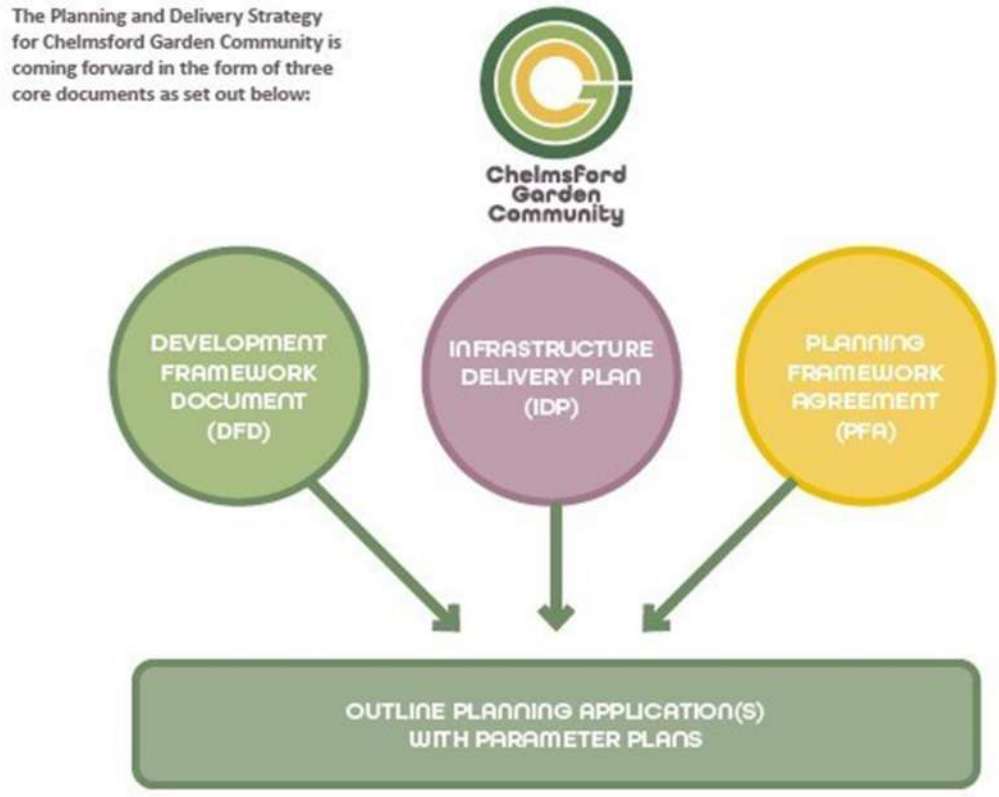
- **DFD:** which provides a comprehensive framework for delivering the CGC which will guide and inform the planning applications within the CGC area and ensure that the overarching vision is delivered in a cohesive and comprehensively planned manner within the plan period to 2036 and beyond.
- **IDP:** which sets out what infrastructure requirements of the CGC and apportions it across the 3 OPAs specifically highlighting what infrastructure is required to be

delivered, by whom, how it will be delivered and at what cost ensuring a proportionate share of costs between the 3 OPAs (relative to dwelling capacity within their OPA).

- **Planning Framework Agreement (PFA):** will be an overarching Section 106 legal agreement for the entire CGC that future site-specific S106 Agreements for individual OPAs will be founded upon and comply with.

1.17. The Stage 1 Masterplan documents are the mechanism that bind landowners and the Consortium together, and when approved by the Council will be significant material considerations in the determination of all planning applications. The Stage 2 Masterplan will comprise the OPA's as submitted by the developers which are in broad conformity with the approved Stage 1 Masterplan documents. The diagram below illustrates the relationship between the respective documents:

Fig 3. Planning & Delivery Strategy



1.18. The IDP will therefore be required to inform the infrastructure items, costs and triggers for the relevant OPAs. The IDP has been created using various sources of cost and delivery information. The IDP Schedule showing each infrastructure item, costing and delivery trigger is included as Attachment 1 to this report. The specification

sheets provide a detailed breakdown for each item including the design criteria/assumptions and details regarding stakeholder engagement as required.

1.19. The IDP has been used to inform the costings in the viability assessment prepared for CGC. This is required to assess the viability and deliverability of CGC which determines to what extent contributions towards Homes England's Housing Infrastructure Fund (HIF) can be recycled from the scheme and what level of affordable housing can be provided. The viability assessment also considers other sensitivity testing scenarios such as the impact on affordable housing of reinvesting CIL to directly fund certain IDP items.

2. Operation of the IDP

2.1. This section outlines how the IDP is intended to operate following its approval as it will continue to be monitored on a quarterly basis.

Clarity as to specific Infrastructure requirements

2.2. Included below is a breakdown of all of the infrastructure items required by CGC. The detailed breakdown of these items can be seen as per the IDP Schedule (Tabs 2 - 6) – the item reference numbers are also included to help identify each infrastructure item.

- **Health & Wellbeing (B1 – B3) – Tab 2**

2.3. These items cover direct delivery of primary healthcare facilities across the development.

ITEM REF	SUB-CATEGORY	SPECIFIC ITEM	ZONE RESPONSIBLE FOR DELIVERY
B1	Primary Healthcare	OPA 2 Health Facility (Park Farm)	**2**
B2	Primary Healthcare	OPA 1 Health Facility	**1**
B3	Acute Healthcare	Health Contributions re: lag between 1 and 2 health centres	**ALL**

- **Movement (C1 – CA3) - Tab 3**

2.4. The movement items cover direct delivery of new transport infrastructure, upgrade works to the existing highway or junctions as well as matters relating to sustainable travel such as bus provision, delivery of active travel routes and measures such as car club provision.

ITEM REF	SUB-CATEGORY	SPECIFIC ITEM	ZONE RESPONSIBLE FOR DELIVERY
C1	Sustainable Travel	Bus Service	**ALL**

C2a Rdbt 4	Sustainable Travel	Improvements Rdbts 4 subject to monitoring	**2**
C2a Rdbt 5	Sustainable Travel	Rdbts 5 subject to monitoring including bus lane	**2**
C2b	Sustainable Travel	RDR Left in / out left junction to include for bus priorty	**2**
C5	Sustainable Travel	Travel plans/packs	**ALL**
C6	Sustainable Travel	Sitewide Travel Plan Monitoring Report	**ALL**
C7	Sustainable Travel	Car Club	**ALL**
C8	Sustainable Travel	Primary Mobility Hub (*1)	**2**
C9a	Sustainable Travel	Secondary Mobility Hubs (*1)	**1**
C9b	Sustainable Travel	Secondary Mobility Hubs (*3)	**2**
C11a	Active Travel	Essex Regiment Way Sustainable Travel Corridor (ERWSTC) – Direct Delivery	**1**
C11b	Active Travel	Essex Regiment Way Sustainable Travel Corridor (ERWSTC) – Developer Contributions	**1**
C11b	Active Travel	Nabbotts Farm Roundabout Provision of interim crossing of Chelmer Valley Road	**1**
C12	Active Travel	Essex Regiment Way Pratt's Farm Roundabout to Belsteads Roundabout	**1**
C13	Active Travel	Chelmer Valley Road Cycle Measures - Corridor B1	**2**
C14	Active Travel	Broomfield Corridor A1 (via Mill Lane)	**1**
C15	Active Travel	Delivery of a direct corridor to Broomfield Hospital incl. for a new bridge over River Chelmer (Corridor A2)	**CCC**
C16	Active Travel	RDR Rdbt 3 TOUCAN CROSSING	**2**
C17	Active Travel	RDR Rdbt 4 Pedestrian/Cycle Crossing	**2**

C19	Active Travel	Cycle and Pedestrian Footbridge ERW	**1**
C20	Active Travel	Improvements to Bridleway 55 Little Waltham	**3**
C21	Highways	New ERW Site Access Roundabout	**1**
C21a	Highways	5th Arm to Pratts Farm Roundabout access to Innovation Hub	**1**
C21b	Highways	Pratts Farm Roundabout Interim Improvement Scheme	**1**
C22	Highways	Northern Radial Distributor Road (NRDR)	**3**
C23	Highways	New pedestrian/cycle bridge crossing No.1 of CNEB (Southern)	**2**
C24	Highways	New pedestrian/cycle bridge crossing No.2 of CNEB (Northern)	**2**
C25	Highways	CNEB Mineral conveyor bridge upgrade to multi-modal highway bridge costs	**2**
C26	Highways	CNEB Multi-Modal highway bridge adoption upgrade works costs	**2**
C27a	Highways	Road Junction Improvements – Belsteads Farm Roundabout	**1**
C27b	Highways	Road Junction Improvements – Armistice Avenue Roundabout	**1**
C32a	Highways	Active Travel Improvements RDR Toucan Crossing to Generals Lane	**2**
C41a	Highways	Wayfinding Signs within Beaulieu	**2**
C41b	Highways	Active Travel Improvements within Beaulieu towards Station and Neighbourhood Centre	**2**
C42	Highways	A12 Junction Improvement Works	**ECC**
MONITOR & MANAGE FUND ITEMS			

C10	Highways	Penalty Payments for Modal Share Targets	**ALL**
C48	Highways	Additional Traffic Management within the Zone 1,2 and 3	**ALL**
IDP COMMUTED SUMS			
CS1	Highways	ERW Pedestrian/cycle bridge	**1**
CS2	Highways	Essex Regiment Way Sustainable Transport Corridor	**1**
CS3	Highways	Belsteads Farm Roundabout	**1**
CS4	Highways	Pratts Farm Roundabout	**1**
CS5	Highways	New pedestrian/cycle bridge crossing No.1 of CNEB (Southern)	**2**
CS6	Highways	New pedestrian/cycle bridge crossing No.2 of CNEB (Northern)	**2**
CS7	Highways	CNEB Mineral conveyor bridge upgrade to multi-modal highway bridge costs	**2**
CS8	Highways	CNEB Multi-Modal highway bridge adoption upgrade works costs	**2**
ADDITIONAL IDP ITEMS			
CA 1	Highways	Improvements to Bridleway 18 or Alternative Scheme	**2**
CA 2	Highways	Travel Link Between Zone 2 & Belfry Crescent	**2**
CA 3	Highways	Zone 2 Cranham Road Pedestrian Safety Scheme	**2**

- **Community & Leisure (D4a – D13) – Tab 4**

2.5. These items cover a range of infrastructure that goes to the heart of creating new community and leisure uses such as community halls, plays spaces, sports provision and public art.

ITEM REF	SUB-CATEGORY	SPECIFIC ITEM	ZONE RESPONSIBLE FOR DELIVERY
D4a	Community Space	OPA 1 Community Space	**1**
D4b	Community Space	OPA2 Community Space	**2**
D6a	Leisure	OPA1 Play Areas	**1**
D6b	Leisure	OPA2 Play Areas	**2**
D6c	Leisure	OPA3 Play Areas	**3**
D8	Leisure	Discovery Park North Pavilion & Sports Facilities	**3**
D9	Leisure	OPA 2 Sports Provision	**2**
D11	Meanwhile Uses	Public art	**ALL**
D12	Meanwhile Uses	ATS Site Sports Facilities	**2**
D13	Meanwhile Uses	Travelling Showpeople Site	**2**

- **Green & Blue Infrastructure (F1 – F9b) – Tab 5**

2.6. These items cover a range of green and blue infrastructure including ecological mitigation measures, landscaping, planting and delivery of strategic open spaces

ITEM REF	SUB-CATEGORY	SPECIFIC ITEM	ZONE RESPONSIBLE FOR DELIVERY
F1	Habitat Mitigation and Creation	RAMS Contribution	**ALL**
F6a	Formal & Informal Recreation	OPA 2 Productive Landscapes	**2**
F6b	Formal & Informal Recreation	OPA 1 Productive Landscapes	**1**
F6c	Formal & Informal Recreation	OPA 3 Productive Landscapes	**3**

F7	Destination Parks	Dukes Wood Nature Park	**2**
F7a	Destination Parks	Dukes Wood Nature Park – Commuted Sum	**2**
F8a	Destination Parks	Channels Discovery Park South	**1**
F8b	Destination Parks	Channels Discovery Park North	**3**
F9a	Destination Parks	Park Farm Meadows South	**2**
F9b	Destination Parks	Park Farm Meadows North	**2**

- **Education (A1 – A7) – Tab 6**

2.7. These items cover the financial commitments of the Consortium for delivery of relevant education facilities from Early Years through to 6th Form and SEND.

ITEM REF	SUB-CATEGORY	SPECIFIC ITEM	ZONE RESPONSIBLE FOR DELIVERY
A1	Early years, childcare & education	Early years & childcare – co-located	**ALL**
A2a	Early years, childcare & education	Early years & childcare - stand alone * 1	**1**
A2a	Early years, childcare & education	Early years & childcare - stand alone * 3	**2**
A3	Early years, childcare & education	Primary School	**ALL**
A4	Secondary education	Secondary School - 6FE	**ALL**
A5	Secondary education	6th Form co-located with Secondary School (above)	**ALL**
A6	Special education needs & disabilities (SEND)	SEND Primary & Secondary	**ALL**
A7	Education	Temporary Education Costs	**ALL**

Confirm how much the infrastructure will cost

2.8. Each infrastructure item in the IDP has an estimated cost attributed to it which will inform the Developer and CCC about the costs to be accounted for in more detail within the OPAs. These costs have originated from a number of sources including CCC's 2019 IDP, historic information obtained from the Beaulieu Park and Channels developments as well as estimates prepared by Arcadis (CGC's cost consultant), Mayer Brown, Transport Planning Associates (TPA), SLR and Quod.

2.9. The detailed IDP schedules in Tabs 2 – 6 of Attachment 1 also include a colour coding system to reflect the amount of information used to inform the cost estimates. The breakdown of the specification stages is summarised below with a full explanation as to the detail of each stage included as per Attachment 4:

- IDP Stage 1 – Identified Concept;
- IDP Stage 2 – Initial Proposal;
- IDP Stage 3 – Developed Design;
- IDP Stage 4 – Technical Design & Payment.

Confirm the split of the infrastructure between OPA areas

2.10. Within the IDP breakdown Tabs (Tab 2 - 6) there are 2 columns which confirm the OPA responsible for delivery of the specific infrastructure items (headed 'Zone Responsible for Delivery') and the location of the infrastructure items (headed 'Location within Application Area').

2.11. In terms of the Location within Application Area the IDP shows the following options:

- **OPA 1** – infrastructure situated in OPA 1.
- **OPA 2** – infrastructure situated in OPA 2.
- **OPA 3** – infrastructure situated in OPA 3.
- **ALL** – this is where a piece of infrastructure covers across all of the OPA areas.
- **Off-Site** – this is where the infrastructure is required outside of the site boundary.

2.12. With regards to the Zone Responsible for Delivery

- **OPA 1** – Ptarmigan.

- **OPA 2** – CLQ.
- **OPA 3** – Halley Developments Limited.
- **ALL** – As above, this is where contributions are required from all of the OPA's.
- **CCC** – This is where the responsibility for delivery falls on CCC
- **ECC** – This is where the responsibility for delivery falls on ECC

2.13. Where the infrastructure item is allocated to a specific planning application area (i.e OPA 1, 2 or 3) then that piece of infrastructure will be delivered through that specific planning application and S106 Agreement.

2.14. As an example, in Attachment 1 Tab 4, D4a is a Community Centre. This is located in OPA zone 1 (Ptarmigan) and therefore it is assumed that the full cost of this Community Centre is covered by that OPA. This would be reflected in the S106 Agreement.

2.15. Travel plans/packs (Tab 3 - C5) will be required across ALL of the OPA's and therefore this is designated 'ALL' and the assumed cost shared proportionally on a per dwelling basis between the OPA's.

Confirm when it will be delivered

2.16. The IDP confirms when an item of infrastructure is estimated to be delivered. This is done by reference to the number, or percentage, of dwellings that can be occupied before the item of infrastructure in question is delivered.

2.17. The assumptions on occupation triggers for infrastructure are based on the best estimates of the Developers as well as information from the IDP which informed the adopted Local Plan and discussions with ECC/CCC through the planning application process in order to ensure that infrastructure is delivered in a timely manner to meet the needs of the development. As such the IDP triggers are an informative guide to timing and delivery. The final triggers and phasing of the development and associated infrastructure will be secured through relevant planning conditions and obligations for each OPA's consent which will always have primacy over the IDP.

2.18. Further information on the indicative phasing of CGC is included as per Section 9 of the DFD. More detailed phasing will be agreed as part of relevant planning conditions and obligations for each OPA.

2.19. Relevant to the discussion regarding the timing of infrastructure delivery is the mineral extractions on the site. Many infrastructure items are located within mineral extraction areas and therefore the availability of land to deliver said infrastructure is dependent on the extraction programme which is outside the control of the Developers. An example of some of the IDP items impacted through their location within a mineral extraction area are listed below:

- A3 – Primary Schools;
- A4 – All Through School;
- B1 – Primary Health Care;
- D9 – OPA 2 Sports Provision;
- F7 – Dukes Wood Nature Park.

2.20. Where it becomes apparent there may be a constraint in terms of land availability for infrastructure due to mineral extraction the Developers will need to liaise with CCC/ECC to keep informed of progress and agree a solution (i.e. alternative locations or delays to delivery triggers).

Ensure a proportionate share of the infrastructure requirements between planning applications.

2.21. The IDP provides a total cost for each OPA which is then calculated on a per dwelling cost basis to ensure a proportional balance between all the planning applications.

2.22. Where there is an imbalance, the contribution towards Primary and Secondary education (Tab 6, A3 – A4) are adjusted to ensure an overall balance across the IDP is achieved. The total education cost in the IDP is benchmarked at £101.638m which equates to £16,262 per dwelling. However, this can be adjusted for each OPA (using the contributions to Primary and Secondary education) to ensure the total £ per dwelling from the IDP is consistent. For example, if the IDP £ per dwelling for an OPA is below the average £ per dwelling figure for the whole allocation, then that OPA's

proportional education contribution would be increased (using the costs for Primary and Secondary education) to bring their total IDP payment in line with the average. Likewise, if an OPA is over-burdened proportionally with IDP contribution their education contribution will be reduced to bring in line with the £ per dwelling average.

2.23. As an illustration, the below schedule shows the total education costs without any rebalancing applied (and without accounting for any payments received/or made by the OPAs relating to education land equalisation):

Breakdown	TOTAL	OPA 1	OPA 2	OPA 3
Education Costs	**£101,638,074**	**£26,215,056**	**£54,973,806**	**£20,449,213**
£ per dwelling	**£16,262**	**£17,477**	**£15,707**	**£16,359**

2.24. The variable £ per dwelling rates above is a reflection of the standalone Early Years and Childcare (EYCC) provision being Developer Physical infrastructure costs falling within OPA 1 (1 * standalone facilities) and 3 (3 * standalone facilities). This means the costs for these infrastructure items (A2a and A2b) are borne fully by OPA 1 and 2 respectively.

2.25. The other factor is the Temporary Education costs (A7) which is apportioned based on an occupational cap of 3,624 dwellings. This means a greater proportion of these costs are shared by OPA 1 and 3 (based on 1,500 occupations and 1,250 occupations) than OPA 2 (based on 874 occupations).

2.26. If one discounts the above infrastructure items from the education IDP total, the adjusted total figure for the remaining education costs comes to £84.843m or £13,575 per dwelling. These education costs are proportionally split between the OPAs based on dwelling numbers and equates to an equal delivery of £13,575 per dwelling across the OPAs.

2.27. The consequence of no rebalancing is then illustrated in the table below showing total IDP costs including education:

Breakdown	TOTAL	OPA 1	OPA 2	OPA 3
IDP COSTS EXCLUDING EDUCATION	**£156,829,870**	**£32,942,453**	**£86,988,786**	**£36,898,631**
EDUCATION COSTS (no rebalancing)	£101,638,074	£28,792,547	£48,544,278	£24,301,249
£258,467,944	**£61,735,000**	**£135,533,064**	**£61,199,880**	**£258,467,944**
£ per dwelling	**£41,355**	**£41,157**	**£38,724**	**£48,960**

2.28. As one can observe from the above without any rebalancing mechanism in the IDP the result is a significant overpayment on a £ per dwelling basis for OPA 3 and an underpayment from OPA 1 and 2 when assessed against the average total of £41,355 per dwelling. Using the Primary and Secondary education costs in the IDP to rebalance the total £ per dwelling costs, results in the following adjustments to the total education contributions:

Breakdown	TOTAL	OPA 1	OPA 2	OPA 3
Education Costs	**£101,638,074**	**£29,089,854**	**£57,753,263**	**£14,794,957**
£ per dwelling	**£16,262**	**£19,393**	**£16,501**	**£11,836**

2.29. The impact on the total IDP of the rebalancing is therefore shown below:

Breakdown	TOTAL	OPA 1	OPA 2	OPA 3
IDP COSTS EXCLUDING EDUCATION	**£156,357,056**	**£32,469,639**	**£86,988,786**	**£36,898,631**
EDUCATION COSTS (with rebalancing)	£101,638,074	£31,667,345	£51,323,735	£18,646,993
Total Costs	**£258,467,944**	£62,032,307	£144,742,049	£51,693,589
£ per dwelling	**£41,355**	**£41,355**	**£41,355**	**£41,355**

2.30. The total costings/£ per dwelling varies once land equalisation is accounted for as this reflects the credit/cost for each OPA to compensate where a site has a

significant provision of education land (and other OPAs are free from this requirement). These updated figures are then used for the site specific S106 Agreements for each OPA.

Inform the viability assessment to ensure viability/deliverability.

2.31. The total cost of the IDP has been tested in a site-specific viability assessment for each OPA, the assumptions of which feed into a site wide viability assessment for the whole CGC allocation. The viability assumes or benchmarks the following in relation to the IDP/development costs:

- The infrastructure costings as per the IDP which total **£258.468m**;
- £3,850 per dwelling of additional S106 items/stewardship costs above those already identified in the IDP;
- 35% affordable housing on traditional 'for sale' housing tenure and 20% affordable housing on Build To Rent products;
- CIL (£205.36 per square metre for residential C3)[2].
- Specialist Residential Accommodation Commuted Sum Payments totalling £2.859m.

2.32. The conclusions of the latest appraisal analysis show that each OPA is constrained by viability albeit the extent of the constraints varies dependent on-site specific circumstances. Viability assessments have been prepared for each OPA which explain the assumptions and conclusions of these assessments with a site wide report providing the summary as to the overall viability of the entirety of CGC.

2.33. Prior to any OPA securing a Resolution to Grant it is recognised, that there could be times when updated viability assessments may be required in the future. This could be where the overall IDP amount needs to be varied, the 6,250-dwelling capacity is materially varied (thus impacting the level of infrastructure/contributions) or where CCC's existing CIL rate is varied (over and above indexation) at the date when the relevant OPA is determined at planning committee. There could be other circumstances which would justify the need for an updated a viability assessment but these would need to be clearly evidenced to the satisfaction of CCC. Following the grant of an outline planning permission any request for further amendments to

[2] Rate as per 2025 CIL charge on Residential C3 (URL: https://www.chelmsford.gov.uk/planning-and-building-control/community-infrastructure-levy/check-if-cil-applies-and-how-to-pay/)

an OPA's viability would need to be undertaken in accordance with normal planning procedures.

2.34. It is also acknowledged that there is the potential for changes to be applied for within a Developers planning applications. If these changes result in a different application scheme from that which has been assessed in the latest viability assessments, then further viability assessments can be prepared and submitted to CCC.

Confirm how the infrastructure will be delivered.

2.35. The IDP summary confirms how each element of infrastructure is to be delivered (see Attachment 1 Tabs 3 - 8 Column headed 'Delivered By'). There are a number of categories showing the different mechanisms by which the infrastructure can be delivered. These are outlined in detail below:

- **Developer Physical**

2.36. "Developer Physical" covers those items of infrastructure which will be delivered directly by the individual developers at CGC. This will be achieved through physical on-site delivery. For example, Tab 4 – D4a – Community Centre will be physically delivered by the Developer in OPA1.

- **Developer Financial**

2.37. "Developer Financial" covers those items of infrastructure which will be delivered directly by either ECC or CCC using financial payments from the Developers. For example, Tab 2 – C14 – Broomfield Corridor A1 (via Mill Lane) is an off-site infrastructure costs which will be funded by OPA 1/OPA 3 but physically delivered by either CCC or ECC as the Highways Authority.

- **CIL**

2.38. All infrastructure items marked as CIL will be delivered separately through CIL contributions. These items are costed in the IDP but are not factored into the total IDP costs as they are addressed separately in the viability modelling based on the relevant adopted CIL Charging Schedule.

- **HIF**

2.39. All infrastructure items marked as HIF will be delivered separately through the HIF and thus are not factored into the total IDP costs.

3. IDP Status and Process

3.1. The IDP is the core mechanism for informing inputs into the Site Wide and Site-Specific Viability Assessments for all of CGC. However, as it is likely that each OPA will secure resolutions to grant and planning permissions at different times it is important to understand the status of the IDP at each stage of the planning process.

3.2. The next sections will explain each of the various stages up to the point that the IDP is fixed across all three zones. To assist in understanding the process a flow chart worked example is included as per Attachment 3.

IDP Negotiation Stage

3.3. The CGC IDP will be negotiated to an agreed position by all three Zones prior to the first OPAs being taken to committee which is categorised as the Negotiation Stage. This is to ensure that there is clarity on the starting position for delivering a comprehensive development where infrastructure delivery is assigned responsibility to each Zone, its costs are apportioned and relevant rebalancing has taken place to ensure each Consortium member is delivering its fair share of the requirements.

3.4. The Negotiation Stage will include the following core elements:

- IDP Items inputted which are required to mitigate the impacts of development;
- Initial estimates of triggers;
- Proposed specifications for relevant IDP Items categorised in accordance with the table at Attachment 4 of this report;
- Initial cost estimates (where applicable);
- Confirmation of mechanisms for payment or delivery of IDP items;
- Relevant cash flow information to inform IDP items and/or viability maters;
- Apportionment of costs and triggers between zones;
- Assignment of responsibilities for delivery or payment;

- Relevant equalisation and rebalancing mechanisms relating to Education items;

3.5. At the first Planning Committee, the IDP will be presented and resolution to grant permission will be sought for each relevant OPA in terms of:

1. Infrastructure Items to be delivered;
2. The associated costs including apportionment and applicable equalisation;
3. Financial Contributions associated with IDP items;
4. The current form of the relevant IDP Specifications;
5. The Section 106 Heads of Terms; and
6. Indicative Triggers to be negotiated by S106 discussions.

Partial Fix

3.6. Following the first resolution to Grant for any Zone the outstanding OPAs will still be negotiating a number of site-specific matters ahead of their own planning committee. However, in order to give certainty to an application that has been to committee it will be important to fix specific IDP items where there are interdependencies across multiple zones such that they can no longer be changed, this is categorised as the Partial Fix stage. Importantly, it will also mean that any rebalancing between the respective Zones ceases.

3.7. In order to achieve this, prior to the first planning committee the Consortium shall agree with the City and County Council those items which shall form part of the Partial Fix which are proposed as follows:

- Education – All Through School – IDP Items A3, A4, A5, A6;
- NRDR – IDP Item C22;
- Bus Service – IDP Item C1;
- Monitor & manage Fund Items – IDP Items C10, C48;
- Roundabout 5 – IDP Item C2a Rdbt 5
- Junction 19 IDP Item C42

3.8. Following agreement on the Partial Fix items, they will be presented to the planning committee of the Zones seeking Resolution to Grant. The PFA will also set out the

items subject to a Partial Fix to secure a comprehensive approach across all three zones and to inform the respective Site-Specific Agreements.

3.9. In simple terms this means certain site wide elements are fixed but site specific IDP matters remain under negotiation and can change without impacting those zones that already have secured either a Resolution to Grant or Planning Permission.

OPA First Fix

3.10. Following any committee resolution, the Site Wide and Site Specific IDP elements for that Zone will be categorised as being at First Fix Stage. This will result in Items 1- 5 of Paragraph 3.5 above for each relevant OPA being fixed and delegated authority will be given to negotiate the inputs for Item 6 noting that it should not materially worsen the viability position for that OPA.

3.11. If amendments are required to an OPA's IDP items between a committee resolution and issue of a Planning Permission, then the Resolution shall allow such amendments as are necessary. This will be subject to there being no overall increase in the financial quantum of the IDP payable by the relevant OPA, or impact on IDP items / costs for any OPA at Partial Fix stage, and that the relevant OPA remains policy compliant (unless the committee resolution is not policy compliant). Where relevant, IDP Specifications will be updated to reflect agreed changes that are needed prior to the issue of a Planning Permission.

Final Fix

3.12. Any relevant amendments to Item 5 of Paragraph 3.5 above post a committee resolution shall be inputted to the IDP prior to issue of a Planning Permission. The end result will be that an OPA's IDP commitment will be fixed at the point of a Planning Permission being issued.

3.13. The flow diagram at Attachment 3 demonstrates that as each OPA progresses from negotiation stage through, partial fix to final fix that eventually the entirety of the IDP will become fixed across all three zones.

Amendments to the IDP

3.14. Post issue of a relevant Planning Permission any IDP cost overruns or underruns shall be at the Developers risk or reward unless an alternative approach is agreed for specific IDP items. Should the financial viability of an OPA worsen post Planning Permission such that the scheme was no longer deliverable then the normal planning procedures would apply whereby a developer could submit an application to vary the planning permission informed by relevant evidence which would include the approved IDP and relevant approved Site Specific Viability Assessment.

4. Indexation

4.1. As one can observe from the IDP schedule (Tabs 2 – 6) there are Columns showing the 'Cost Base Date', 'Indices', 'Indexation Rate' and 'Indexed/Updated Costs'. At the time of writing this report this IDP has been indexed to Q4 2024. There are certain costs item which have recently been determined/agreed with ECC which show a Q1 2025 cost such as C1 Bus Service. However, the majority of costs reflect prevailing Q4 2024 conditions.

4.2. The IDP will be monitored and reviewed as part of this review the cost items within the IDP will be index linked using either the BCIS All in Tender Price Index (TPI) or the ROADCON Tender Price Index of Road Construction. The ROADCON TPI data lags behind the other indices and hence why that is based on the latest index available at the time of finalising the IDP. The Education and the B3 health contribution lag costs are calculated separately and indexed using the PUBSEC Tender Price Index of Public Sector Building Non-Housing.

5. Land Equalisation

5.1. There is a requirement for an equalisation calculation to be factored into the IDP. This is in regards to the provision of the land (12.1 ha) for the Secondary Education (A4) which falls exclusively within OPA 2 and the land (9.6 ha) for Primary Education (A3). This calculation works by attributing OPA 2 a credit against the OPA2 education payments in the IDP which is then offset by OPA 1 and OPA3 paying an additional 'extra-over' cost on their education payments. This calculation is shown

in Tab 6 of the IDP where it details the Equalisation Payment for each OPA and then the Net Total Education Payment account for either money received or paid in pertaining to land provided for Primary & Secondary education. These are then the figures to be included within a OPA site specific S106 Agreement.

5.2. A proportional split (according to housing numbers) for the 12.1 ha Secondary School is currently as follows:

OPA	Proportional Split %	Ha
1	24.0%	2.90
2	56.0%	6.78
3	20.0%	2.42
TOTAL		**12.1**

5.3. As the entire Secondary education provision falls within OPA 2, OPA 1 and 3 are benefiting from 2.9 Ha and 2.4 Ha of developable land respectively that they would have otherwise had to contribute towards this infrastructure item. As such there is a requirement to rebalance this provision which is achieved by OPA 2 receiving a credit in the IDP and OPA's 1 & 3 making up the difference by paying the additional money.

5.4. For the Primary education as provision of this falls within both OPA 1 and 2 the equalisation calculation only applies to OPA 3. In this regard the total area is 9.6 ha or which proportionally OPA 3 should deliver 1.9 ha (20%).

5.5. The land equalisation transfer figure is benchmarked at £359k per acre or £887k per ha. This reflects a base land value for allocated development land in addition to the base land servicing costs. The equalisation figure is then either added to or subtracted from the education costs required from each OPA in the IDP to arrive at the net cost.

5.6. The table below shows the outturn of the equalisation calculation:

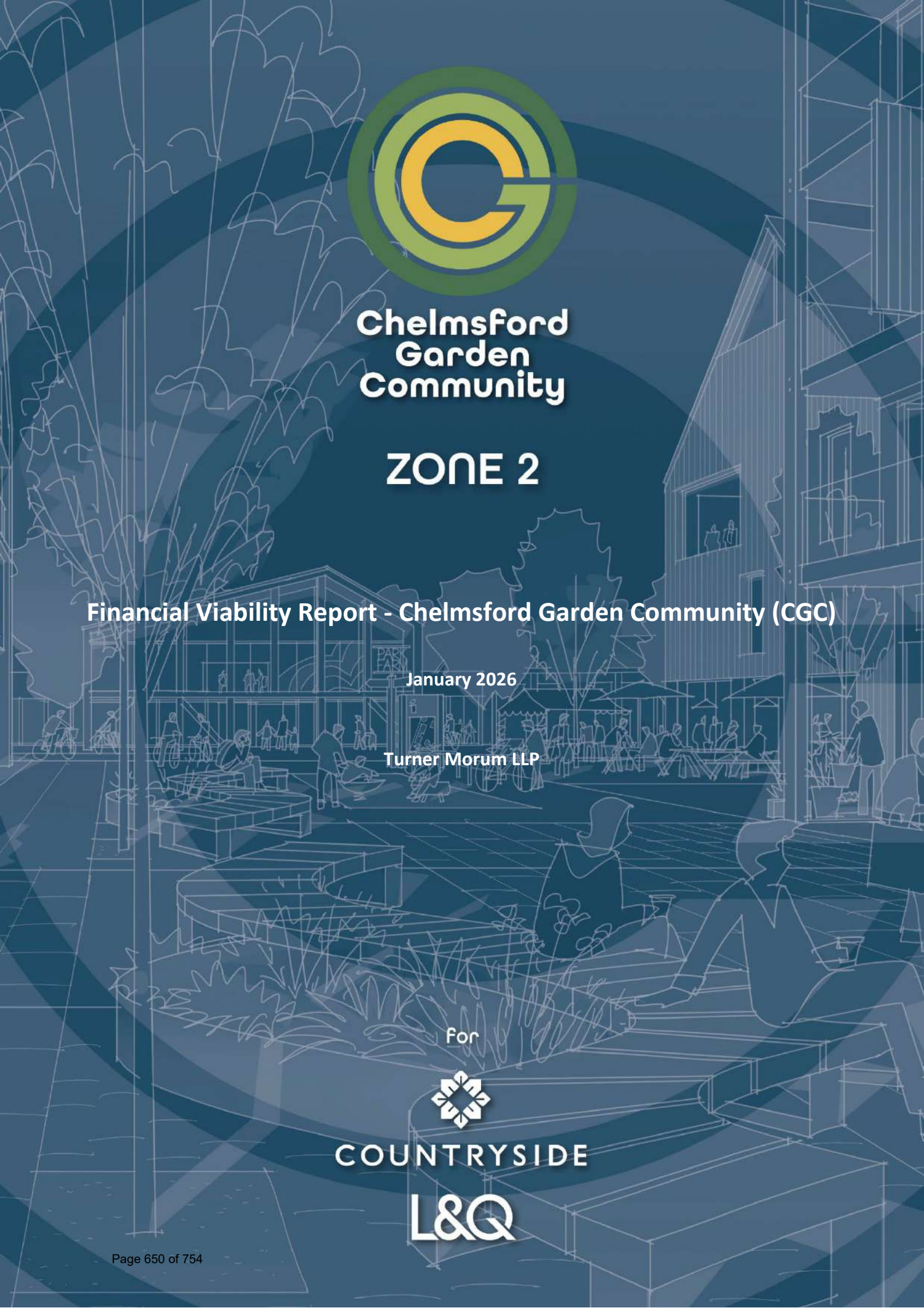
Equalised Land Use	OPA 1	OPA 2	OPA 3
Secondary Education	£2,577,491	-£4,725,401	£2,147,909
Primary Education		-£1,704,127	£1,704,127
TOTALS	**£2,577,491**	**-£6,429,527**	**£3,852,036**

5.7. The above shows that OPA 1 and 3 are required to make additional payments for the education provision as an offset against the additional education land provided by OPA 2. Conversely the OPA 2 education contributions are reduced by the equalisation payments above.

5.8. The consequence of this change means that ECC will be in receipt of additional funds for education on a £ per dwelling basis earlier in the development due to the envisaged delivery of OPA 1 and 3 ahead of OPA 2. The benchmark £ per dwelling OPA 2 are paying is reduced due to the fact the majority of the education uses falls within their land.

5.9. The table shows the impact of the land equalisation calculation on the education contributions:

SUB-CATEGORY	COST (£)	1	2	3
Dwellings	**6,250**	**1,500**	**3,500**	**1,250**
Total Education Costs (before land equalisation)	**£101,638,074**	**£29,089,854**	**£57,753,263**	**£14,794,957**
Equalisation: Secondary School (see education tab for further breakdown)	£0	£2,577,491	-£4,725,401	£2,147,909
Equalisation: Primary School (see education tab for further breakdown)	£0	£0	-£1,704,127	£1,704,127
Total Education Costs (after land equalisation)	**£101,638,074**	**£31,667,345**	**£51,323,735**	**£18,646,993**



Financial Viability Report - Chelmsford Garden Community (CGC)

January 2026

Turner Morum LLP

For

COUNTRYSIDE

L&Q

Financial Viability Report

Chelmsford Garden Community (CGC)



OPA 2 Planning Reference:

23/01751/OUT

Turner Morum LLP

January 2026

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Turner Morum LLP is a limited liability partnership registered in England & Wales. Company No: OC373392. Registered office: 32-33 Cowcross Street London EC1M 6DF. Regulated by RICS

Contents

Section 1	**Instruction**
Section 2	**Turner Morum**
Section 3	**Methodology and Viability Guidance**
Section 4	**Executive Non-Technical Summary**
Section 5	**HIF Recycling**
Section 6	**Site Location & Proposed Scheme**
Section 7	**Viability Structure & Process**
Section 8	**Residual Appraisal Methodology**
Section 9	**Appraisal Inputs**
Section 10	**Valuation Methodology**
Section 11	**OPA Specific Conclusions**
Section 12	**Sensitivity Test**
Section 13	**Conclusions**

Appendices

Appendix 1 – Site Plan

Appendix 2 - Turner Morum Appraisal Analysis

Appendix 3 – Newmark Appraisal May 2025

Appendix 4 – CGC Flow Diagram

Appendix 5 – Market Revenue Evidence

Appendix 6 – Arcadis Cost Plan

Appendix 7 – IDP / CIL / Education trajectory

Appendix 8 - TM Recent Case Experience

1. INTSRUCTIONS

1.1. To undertake this site-specific viability assessment Countryside L&Q (North-East Chelmsford) LLP (herein referred to as 'CLQ) has instructed Turner Morum LLP ('TM') of 32 – 33 Cowcross Street, London, EC1M 6DF. This viability report has been produced by Nicholas Bignall MRICS who is a Partner at TM. A copy of our recent case experience is included as **Appendix 8.**

2. TURNER MORUM

2.1. TM is a London-based firm of Chartered Surveyors established in 1991 which provides specialist advice to a variety of clients covering a range of key areas. The Development Consultancy team has built up an extensive portfolio of clients including Local Authorities, Landowners, Housing Associations, Promoters, Housebuilders and other Developers across the whole of the UK.

2.2. The primary services which the department specialise in include advising on the viability of development projects, planning and Section 106 (s106) obligations, option agreements and valuations, land assembly and access issues.

2.3. The Partners within the department regularly provide expert witness evidence within litigation, valuation disputes (independent expert determination / arbitration), planning appeals/inquiries, and Local Plan / CIL Examinations, etc.

3. METHODOLOGY & VIABILITY GUIDANCE

3.1. TM have carried out a development appraisal adopting a bespoke residual valuation model structure to analyse the viability of the proposed scheme. The residual appraisal and supporting information can be seen as **Appendix 2**. This appraisal model follows the same principles and methodology as other toolkit models such as Argus or the HCA Toolkit.

3.2. In undertaking this viability, we are aware and follow the mandatory RICS *Financial Viability in Planning; Conduct & Reporting (2019)*. We are also aware of viability guidance documents such the *RICS Assessing viability in planning under the NPPF 2019 for England (2021),* the Planning Practice Guidance (PPG) on Viability published following updates to the National Planning Policy Framework (NPPF).

3.3. In carrying out this assessment, we have acted with objectivity, impartiality, without interference and with reference to all appropriate available sources of information. We are not aware of any conflicts of interest in relation to this assessment.

3.4. In preparing this report, we have not agreed any 'performance-related' or 'contingent' fees. We address this report to CLQ only and it should not be reproduced without prior consent. This report has been provided for its stated purposes and singular use of the named clients and may not be relied upon by any third party.

3.5. This report has been prepared by:

Nick Bignall MSc MRICS
Partner



4. EXECUTIVE NON-TECHNICAL SUMMARY

4.1. This viability report assesses the ability of the Outline Planning Application for Zone 2 of CGC (herein referred to as OPA 2) (23/01751/OUT) submitted by CLQ to deliver infrastructure in accordance with the Infrastructure Delivery Plan (IDP), affordable housing levels compliant with Chelmsford City Council (CCC) policy targets, CIL and provide Housing Infrastructure Funding (HIF) recycling with the Chelmsford Garden Community (CGC) allocation. Further details regarding HIF are included as per Section 5 of this report.

4.2. A number of viability and cost submissions (including the IDP) have been made to CCC and their advisors, Newmark and Aecom, since CGC was allocated for development in CCC's Local Plan 2013 – 2036 (May 2020) (site reference SGS 6).

4.3. In this latest submission TM have had regard to the previous submission, negotiations and agreements reached with Newmark on a number of the viability inputs. We have also referred to the IDP which has been agreed with Aecom in March 2025 and then subsequently with the Council in June 2025 although noting that changes have been made since then, most notably in relation to the A12 Junction 19 and Roundabout 5 delivery and costings.

4.4. This assessment considers the viability of the relevant OPA on a site-specific basis. The site-specific viability is determinative as to the level of affordable housing, HIF recycling and IDP costs which each OPA can deliver.

4.5. A site wide viability will be the cumulation of each site-specific viability assessment and is an illustrative assessment to show what is being delivered across the whole allocation. The inputs from this report and associated assessments when agreed with CCC will inform the site wide assessment.

4.6. The summary table below highlights the current assumptions adopted by TM as detailed in this report and those most recently adopted by Newmark in their appraisal for OPA 2 dated 2nd May 2025 / the Viability Briefing Note dated July 2025 (**Appendix 3**):

Breakdown of Inputs	Newmark May 2025	TM November 2025
Market Housing £ psf	£460	**£450**
Affordable Rent % of OMV	55% of OMV	55% of OMV
Shared Ownership % of OMV	70% of OMV	70% of OMV
Commercial Land £ per acre	£500,000	£500,000
Marketing, agents, legal fees	3.0%	3.0%
Affordable disposal fees	0.5%	0.5%
Commercial disposal costs	2.0%	2.0%
BCIS Build Cost Housing £ psf	£129.51	£129.51
BCIS Build Cost Flats £ psf	£142.89	£142.89
Design Code £ psf	£6.25	£6.25
Externals	13.0%	13.0%
Piling Cost	£10.50 psf	£10.50 psf
Contingency	5.0%	5.0%
Future Environmental Standards	10% of above build costs	10% of above build costs
External Garages (£ per unit)	£7,500	£7,500
Fees	8%	8%
Profit Market Housing	20%	20%
Profit Affordable	6%	6%
Profit Commercial	15%	15%
Site Specific Strategic Infrastructure	£114,086,000	**£129,689,501**

Abnormal Costs	£58,987,635	**£75,133,904**
IDP Cost	£137,601,587	**£138,399,899**
HIF	£0	£0
S106/Stewardship (£ per dwelling)	£3,850	£3,850
CIL	£205.36	£205.36
Finance Rate	7.5%	7.5%
Benchmark Land Value (BLV)	£71,280,000	£71,280,000

**First Homes subject to cap of £250k per dwelling.*

4.7. As one can observe from the above, following extensive negotiations between TM and Newmark, we have arrived at a position where the vast majority of appraisal inputs are agreed.

4.8. Where there is a difference on certain assumptions, as highlighted in the above table, this may be partially due to some minor changes in the data since the completion of our most recent respective assessments. As explained in this report, these differences are negligible and do not fundamentally alter the conclusions of this assessment. On the GDV and the abnormal/infrastructure costs the difference is more substantive. On certain costs relating to abnormal works, primarily the silt lagoon remediation costs, we understand since their May 2025 report Newmark/Aecom have been provided with additional evidence and are now in agreement as to these additional costs. This was confirmed in an email from Aecom to TM dated 18th August 2025. Further information relating to infrastructure costs specifically regarding the utilities and servicing strategy have increased this cost for OPA 2 to reflect the revised servicing strategy. This is explained in further detail later in this report.

4.9. The assessment of each OPAs viability has been considered by calculating a Residual Land Value (RLV) including an assumed reasonable profit return for the developer, and comparing to a Benchmark Land Value (BLV). This is a standard methodology consistent with all viability guidance and the previous negotiations with Newmark.

4.10. Using this methodology and the latest TM assumptions summarised above we arrive at a conclusion where a viability deficit is shown for OPA 2 assuming a policy compliant level of affordable housing.

4.11. A reduction in affordable housing is therefore required in order to achieve a viable outturn. The TM assessment suggests the reduction required equates to an overall provision of c. 6% affordable housing assuming no CIL recycling provision. The May 2025 Newmark assessment concludes the reduction required equate to 21% affordable housing. The difference in conclusion can be explained through substantial differences on assumptions relating to GDV, abnormal/infrastructure costs and (at the time) Benchmark Land Value. This latest assessment is also based on a different tenure split for the affordable dwellings. As noted later in this report we are of the view that an agreement has been reached on the majority of these assumptions between TM and Newmark which should facilitate an overall agreement on the viability of OPA 2.

4.12. There has also been further work since the May 2025 submissions in relation to infrastructure, education and CIL payment timings which have also impacted the conclusions of the viability. These are considered in further detail later in this report.

4.13. The affordable housing provision can be increased if the OPA is able to benefit from CIL reinvestment which would direct CIL receipts back into the scheme to fund certain infrastructure items as identified in the IDP. This process and calculation is considered later in this report.

4.14. Ultimately should CIL reinvestment be achieved, there is the potential that OPA 2 is able to deliver an affordable housing provision of c. 18%. Based on this viability assessment we have estimated that of the total CIL budget of £55.852m for OPA 2 c. £47.474m (85% of the CIL) would need to be recycled back into CGC to fund certain IDP infrastructure items in order to achieve a viable scheme with affordable housing at 18%. This could potentially be further increased should there be additional 'headroom' from OPA 1 and 3 (up to the maximum of 85%) on the CIL recycling which could be redirected to fund the IDP requirements for OPA 2.

5. HIF RECYCLING

5.1. As noted in the section above one of the assessments being undertaken as part of this viability exercise is to determine the extent to which HIF Recovery and Recycling payments can be delivered by the OPA.

5.2. To provide some context, in August 2019 ECC were informed that Homes England had granted their application for funding of two key infrastructure projects under the HIF being the Beaulieu Park train station on the Great Eastern Mainline and delivery of the

Chelmsford North East Bypass totalling £217m. The bid was predicated on unlocking 9 housing sites, eight of those in Chelmsford and one in Braintree District anticipated to support the delivery of 14,109 homes.

5.3. In accordance with the Grant Delivery Agreement (GDA) between ECC and Homes England, the County Council are responsible for working positively with CCC to make reasonable efforts to secure HIF Recovery and Recycling payments. The intention of the Recovery and Recycling monies is primarily to assist in pump priming funding for future dualling of CNEB or to invest in other local transport infrastructure projects. CCC in turn are responsible for preparing development plans and working positively with ECC and promoters/developers to make all reasonable efforts to recover HIF money from housing sites.

5.4. It is worthy of note that following award of the HIF money that CNEB is now being delivered in phases and as such there is less certainty around what any HIF recovery and recycling money may be used for.

5.5. In any event, the GDA remains and sets out the requirements between ECC and Homes England. The HIF Recycling figure is included at an assumed cost of £62.525m (£10,004 per dwelling). However, the ability of each OPA to recycle the above cost back to Homes England is subject to viability.

5.6. As noted above the amount each planning application eventually contributes towards HIF Recovery & Recycling will be determined through the viability, the starting point being £10,004 per dwelling which is included as a development cost. However, should a viability deficit be demonstrated this cost can be reduced/removed (as required) in an attempt to achieve a viable/deliverable outcome.

6. SITE LOCATION & PROPOSED SCHEME

6.1. The CGC site is located to the north-east of Chelmsford beyond the existing developments at Beaulieu and Channels. It is a strategic development site comprising 6,250 dwellings. It is being delivered through 3 separate OPAs summarised below:

OPA	Planning Reference	Dwellings
1	22/01950/OUT & 22/01950/FUL	1,500
2	23/01751/OUT	3,500
3	23/00124/OUT & 23/00124/FUL	1,250

6.2. In addition to the above the scheme will deliver significant infrastructure and improvements to the area which are all detailed in the Infrastructure Delivery Plan (IDP).

6.3. A breakdown of the specific OPAs is included as per **Appendix 1**. The breakdown in terms of site areas between the OPAs is summarised in the schedule below:

Breakdown	Gross Acres	Net Acres
OPA 1	192	94
OPA 2	792	236
OPA 3	138	72
TOTAL	**1,122**	**424**

7. VIABILITY STRUCTURE & PROCESS

7.1. As noted earlier in this report previous submissions have considered the viability of CGC in a single appraisal model across the whole development area. In this latest assessment the viability is considered on an OPA specific basis and this report focuses on the viability of OPA 2.

7.2. The viability of each OPA is considered on an individual basis reflecting their separate planning applications/S106 Agreements. The Whole Site Appraisal is effectively the summation of the individual OPA specific appraisal models. On this basis the site-specific appraisals will be determinative in that they will show what each OPA can viably afford to deliver; the whole site appraisal will be illustrative in that it will show the Council what they can expect to receive across the whole site in terms of IDP, HIF recycling, CIL and affordable housing. A flow diagram showing the process of the viability assessment is included as **Appendix 4**.

7.3. Where an OPA is more advanced in the planning process with that application being considered at Planning Committee, the site-specific viability will be required to determine if any adjustments are required to ensure viability is maintained. This could include a reduction in the level of HIF recycling, recycling of CIL back into the development to deliver infrastructure, a review as to the specification and scope of items in the IDP and (as a last resort) affordable housing tenure or percentage.

7.4. Where an OPA is not sufficiently progressed through the application process to reach a final determination on the adjustments required to the scheme to improve the viability, a further updated viability will be required once that OPA is going to a Planning Committee for determination.

8. RESIDUAL APPRAISAL METHODOLOGY

8.1. The widely accepted approach for assessing the viability of sites at the planning application stage and the plan-making stage is to produce a residual appraisal which generates a Residual Land Value (RLV) output. This RLV is then compared with an appropriate Benchmark Land Value (BLV) which is usually an Existing Use Value (EUV) or an Alternative Use Value in certain cases.

8.2. The simple premise is that where the RLV exceeds the BLV, a surplus is generated and the scheme can be considered "viable". However, if the BLV exceeds the RLV, a deficit is produced and the scheme can be considered technically "non-viable".

8.3. The simplified structure of a viability assessment can be summarised as follows: -

Gross Development Value (GDV)
Minus
Developer Costs
Minus
Developer Profit
=
Residual Land Value (RLV)
Minus
BLV / EUV / AUV
=
Surplus/Deficit (Viable/Non-Viable)

8.4. There are variations to the above methodology where the extent of the surplus is determined by measuring profit as an outturn against a target profit level; however, the principles remain the same. The above methodology is supported in guidance documents at both a national level with the PPG on Viability and through professional bodies such as the RICS.

9. APPRAISAL INPUTS

9.1. We now run through the various appraisal inputs in sequential order as they appear in the residual appraisal analysis:

ACCOMMODATION SCHEDULE

9.2. The indicative mix of dwellings has been provided to TM by the OPA's based on the details contained within their respective applications. A breakdown of the OPA

accommodation schedule used within this assessment can be viewed as per **Appendix 2 Tab 2**.

9.3. As the applications are outline, the unit sizes have been included in accordance with the Governments national minimum space standards[1] for the different unit types. With the applications being outline there is the prospect that a further viability exercise may need to be undertake if the anticipated mix of dwellings/tenure changes from what has been assumed in this exercise.

9.4. The schedule below shows the assumed mix of dwellings/tenures for OPA 2 assuming a policy compliant affordable housing provision (this reflects dialogue with the Council whereby the provision of First Homes has been removed and reallocated to shared ownership):

Ref	Tenure	Beds	No. Units	Average ft2	Average m2	Total ft2	Total m2
Flat	Market	1	114	550	51	62,700	5,825
Flat	Market	2	152	700	65	106,400	9,885
House	Market	2	417	800	74	333,600	30,992
House	Market	3	83	899	84	74,617	6,932
House	Market	3	276	930	86	256,680	23,846
House	Market	3	208	960	89	199,680	18,551
House	Market	3	229	1,000	93	229,000	21,275
House	Market	3	114	1,100	102	125,400	11,650
House	Market	4	124	1,170	109	145,080	13,478
House	Market	4	126	1,220	113	153,720	14,281
House	Market	4	123	1,370	127	168,510	15,655
House	Market	4	124	1,530	142	189,720	17,626
House	Market	5	119	1,750	163	208,250	19,347
House	Market	5	66	2,020	188	133,320	12,386
TOTAL PRIVATE			**2,275**	**1,049**	**97**	**2,386,677**	**221,730**
Flat	Rented	1	191	550	51	105,125	9,766
Flat	Rented	2	230	655	61	150,834	14,013
House	Rented	2	230	808	75	185,888	17,270
House	Rented	3	123	1,001	93	122,628	11,393
House	Rented	4	84	1,141	106	95,297	8,853
TOTAL RENT		**70%**	**858**	**769**	**71**	**659,772**	**61,295**
Flat	Shared O	1	37	550	51	20,213	1,878
Flat	Shared O	2	74	655	61	48,143	4,473

[1] URL: https://www.gov.uk/government/publications/technical-housing-standards-nationally-described-space-standard/technical-housing-standards-nationally-described-space-standard

House	Shared O	2	147	808	75	118,776	11,035
House	Shared O	3	110	1,023	95	112,738	10,474
House	Shared O	4	0	1,141	106	0	0
TOTAL SHARED O		**30%**	**368**	**816**	**76**	**299,869**	**27,859**
TOTAL AFF		**35%**	**1,225**	**783**	**73**	**959,642**	**89,154**
TOTAL RESIDENTIAL		**%***	**3,500**	**956**	**89**	**3,346,319**	**310,883**

**based on unit numbers*

9.5. Where sensitivity testing is undertaken to vary the extent of affordable housing in an attempt to achieve a viable conclusion, we have assumed the same proportional split of dwellings applies to the market/affordable housing as illustrated above but that the base affordable housing units are reduced and flipped into market dwellings based on the assumed mix of market housing as above.

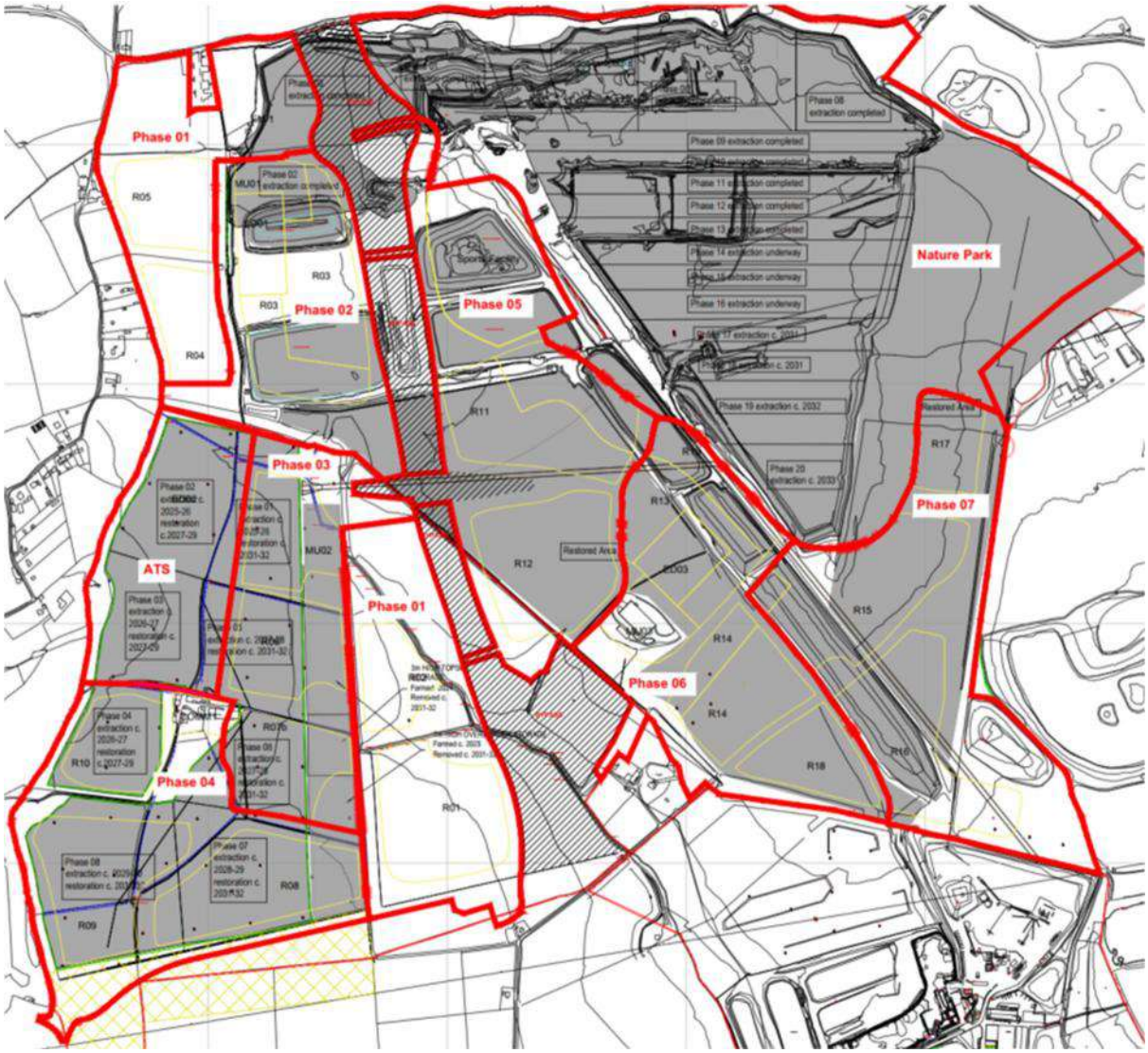
9.6. One will note the above schedule assumes a 70/30 tenure split between affordable rent and shared ownership dwellings. Further discussions on this mix of affordable tenures and applicable Local Housing Allowance caps are required.

GROSS DEVELOPMENT VALUE (GDV)

9.7. To assess the GDV we have considered comparable evidence both in the form of achieved transactional evidence and contemporary asking price data. The full details of this research is included as per **Appendix 5**. This demonstrates an average asking price of £468 psf and an average achieved sale price of £455 psf. The comparables are comprised of evidence from the neighbouring Beaulieu Park and Channels developments and therefore are pertinent to this assessment. One can observe from the asking price schedule the sales data includes a number of Marden Homes comparables from Channels which are described as luxury apartments and 2, 3 & 4 bedroom luxury homes set around tranquil lakes. As one can observe from the schedule at **Appendix 5** these dwellings are advertised with a premium asking price which increases the overall average from the data.

9.8. It is important to note that the pricing adopted for OPA 2 differs from OPA 1 and 3. One of the reasons for this is due to the location of OPA 2 within the site allocation and the proximity to active mineral extraction which is estimated to be concluded in 2033 at the earliest, following which further earthworks, remediation works and silt lagoon backfill will be carried out. These are OPA specific conditions, not applicable to OPA 1 and 3 which undoubtably will have a negative impact on the achievable sales values. The plan below shows the mineral extraction land within OPA 2 and how it

impacts all phases either directly or where the developer will be attempting to achieve sales adjacent to active mineral extraction land:



9.9. Further to this the mix of dwellings proposed by OPA 2 comprise of larger family housing which is reflected in an average market unit size of 1,049 sq ft compared to OPA 1 and 3 which have an average market dwelling size of 972 and 984 sq ft respectively. On this basis therefore due to the provision of larger dwelling sizes one would anticipate a lower average £ psf from OPA 2 relative to the other OPA's within the allocation.

9.10. As noted in Section 4 of this report as at May 2025 Newmark had assumed a value of £460 psf for OPA 2. Since then, Countryside have provided Newmark with significant additional evidence of recently completed sales values from the neighbouring Beaulieu Park development. This evidence is commercially sensitive and therefore not contained in this report but following receipt of this additional evidence, combined

with the factors outlined in the above paragraphs, TM and Newmark have agreed to an average GDV for OPA 2 equating to **£450 psf** which we consider to be supported by the evidence as per **Appendix 5** and reflective of the site-specific circumstance outlined above.

9.11. To assess a suitable benchmark for the affordable rent values we have considered the Local Housing Allowance Rates for Chelmsford BMRA. Inputting this into an affordable rent cashflow analysis produces a capital value of c. £248 psf which equates to c. 55% of OMV. This is therefore the benchmark we have adopted in the analysis and has been agreed with Newmark.

9.12. The shared ownership values have been benchmarked at 70% of OMV and once again this has been agreed with Newmark. To support the position on shared ownership we have cross referenced using a Discounted Cashflow Analysis (DCF). The basic premise of the DCF model is to take the full market value of the units and discount them over an assumed 30-year staircasing period. A capital receipt is then calculated for each tranche payment, based on the discounted Market Value figure for the year in which it falls, whilst accounting also for the rent paid on the retained share of the property, and any associated costs. This produces a yearly income total, the sum of which produces a gross revenue figure, from which one would then deduct appropriate costs and marketing fees etc.

9.13. For a DCF the standard assumptions include 4 no. 25% tranche payments (including initial deposit) in Years 1, 10, 20 and 30. Over this 30-year staircasing period whereby purchasers will step up to 100% equity with a corresponding reduction in rents over the period – this is then capitalised with a discount rate of 6.5% taking account of anticipated management costs, allowance for bad debts and inflation (2%). We have also assumed a rent charge of 2.0% on the retained portion of the unit. This produces a capital value of £315 psf which has been agreed with Newmark.

9.14. There is c. 18.2 acres / 7.4 ha of commercial serviced land within OPA 2 which both TM and Newmark have valued at £500k per acre.

9.15. The below table summarises the outturn GDV from OPA 2:

Unit Type	£s per ft2	Unit Value	Total Value
TOTAL MARKET HOUSING	**£450.00**	**£472,090**	**£1,074,004,650**

TOTAL AFF RENT	**£247.50**	**£190,430**	**£163,293,621**
TOTAL SHARED OWNERSHIP	**£315.00**	**£257,031**	**£94,458,860**
TOTAL AFFORDABLE UNITS	**£268.59**	**£210,410**	**£257,752,482**
TOTAL RESIDENTIAL GDV	**£397.98**	**£380,502**	**£1,331,757,132**
SERVICED EMPLOYMENT LAND			**£9,105,635**
TOTAL GDV			**£1,340,862,767**

DEVELOPMENT COSTS

FEES, MARKETING & LEGALS

9.16. Fees and marketing costs in respect of the development are included at 3% of Market Housing Gross Development Value ("GDV") as per standard industry benchmarks.

9.17. The cost of transferring the affordable housing (affordable rent and shared ownership) to a Registered Provider (RP) is included at 0.5% of the affordable GDV, which is a relatively standard industry benchmark. We have also included the disposal costs for the commercial land at 2% of GDV.

BUILD COSTS

9.18. It has been agreed between TM and Newmark that the base position to determine the build costs is to refer to the BCIS database using Lower Quartile figures for estate housing generally and flats/apartments generally. This data is updated quarterly and also updated within each quarter (c. every 3 weeks) and therefore the specific £ psf / £ psm figure may vary depending on the time at which the assessment is being undertaken.

9.19. In this instance, to determine an agreed base position between TM and Newmark we have adopted the base £ psf in the 15th May 2025 Newmark appraisal model which shows **£142.89 psf for flats** and **£129.51 psf for houses** (this is after BCIS locational weighting for Chelmsford has been applied). These costs are benchmarked as an agreed base position (Q4 2024) although as with the GDV and other assumptions, it may be necessary to review the £ psf to assess whether market conditions have changed since this assessment (noting that the date of this report is August 2025 meaning BCIS inflation has moved on 3 quarters since this agreed base date).

9.20. In addition to this base cost, we have applied a 13% allowance for external works and £6.25 psf to reflect the uplift to comply with the garden community design code. The inclusion of an uplift on the 'standard' BCIS for design code is linked back to the Development Framework Document (DFD) for CGC. Within this document chapter 10 outlines the site wide design principles and the detailed design code stages. It states that the preparation and submission of Detailed Design Codes for approval will be a condition of each OPA. The Detailed Design Code Framework is also included within the DFD which provides a structure which will be consistent for each OPA.

9.21. Further to the above we have applied an additional cost of £10.50 psf for piled foundations. For OPA 2 this is applied to 2,218,922 sq ft thus totalling £23.298m. We have then applied a 5% contingency to the above costs.

9.22. At present no allowance is included in the viability to reflect the costs associated with the incoming Building Safety Levy. The Building Safety Act 2022 introduced powers to impose a levy on new residential buildings requiring certain building control approvals in England, to raise revenue to be spent on improving building safety. This is currently under consultation but the Government have stated that the Levy is expected to come into force from Autumn 2026.

9.23. The levy charge is based on a rate per square metre, which will be set per local authority area – the current draft rate of 'non-previously developed land' [greenfield] in Chelmsford is £36.32 per sqm. As noted, we have not presently applied this cost to the viability but reserve the right to do so should this cost come into force prior to the determination of OPA 2 at planning committee.

FUTURE ENVIRONMENTAL STANDARDS

9.24. We have included cost for the incoming changes to Building Regulations associated with the Part L/F and the Future Homes Standards. The BCIS sample data is made up of historic projects which would not include the latest Building Regulation changes and therefore an additional £ per dwelling allowance is required.

9.25. The position agreed with Newmark is to apply 10% to the base build costs (including externals) to reflect an appropriate allowance for what is described in the appraisal as Future Environmental Standards.

EXTERNAL GARAGES

9.26. External garages are also included at a separate cost from BCIS at a rate of £7.5k per single unit. The DFD outlines the baseline parking standards for CGC as per PDF page 74. On this basis therefore we have assumed the proportion of 3 beds + dwellings within the 1st 5 years of development will all have an external garage. From here in years 5 – 10 of development we have assumed the proportion of 4 bed + dwellings would have an external garage. Beyond this point we have assumed no further external garages will be provided. The number of external garages assumed to be delivered in OPA 2 is 594.

PROFESSIONAL FEES

9.27. Professional fees are included in our analysis at 8% of the above build cost (excluding contingency). This is consistent with the August 2023 LPVU[2]. To confirm, these fees are applied to the above construction costs excluding contingency. It is assumed that the site wide infrastructure/abnormals costs both contained within the IDP and costed by Arcadis (/reviewed by Aecom) are inclusive of fees.

DEVELOPER PROFIT

9.28. We have then made an allowance for Developer Profit at 20% (of GDV) for the Market Housing, 6% (of GDV) for the affordable housing (shared ownership and affordable rent). For commercial land have assumed a developer profit requirement of 15% on GDV. These assumed returns are within industry accepted industry parameters. The above profit margins result in a blended profit of 17.3% on GDV on OPA 2 which is a reasonable blended benchmark allowance.

SITE INFRASTRUCTURE & ABNORMAL COSTS

9.29. A further deduction is then applied for site specific infrastructure/abnormal costs not covered within the IDP or the BCIS allowance (i.e. spine roads, services, utilities etc). This allowance has been informed through an updated Arcadis cost plan included as per **Appendix 6**. This figure is subject to indexation in the appraisal analysis up to Q4 2024 as the agreed base date for this assessment.

9.30. This cost plan has been amended for this submission by Arcadis to reflect the following OPA 2 specific requirements:

[2] HDH Local Plan Viability Update, August 2023, CCC, Page 117, Para 7.31

- Earthworks costs have increased by £2.4m due to a review of the risk and fees associated with the material required to raise levels across the site.

- Remediation has increased from £0 to c. £34m (excluding risk) which is inclusive of the Lagoon Remediation costs which have been separately reviewed and agreed between Arcadis and Aecom as confirmed in an email from Aecom to TM dated 18th August 2025.

- Utility costs have increased to reflect the fact that a Consortium wide utilities strategy is no longer being pursued. This means that OPA 2 now has to secure a standalone utilities package and pay for the full extent of the proposed off-site electric point of connection and reinforcement works. The key increase being that the electric point of connection has increased from c. £6m to c. £12m. The uplift in the infrastructure costs is exacerbated as the increased in base cost then has further professional fees and risk costs applied within the cost plan thus inflating the overall total.

9.31. In addition to abnormal costs identified in the Arcadis cost plan a further allowance of £369,778 is included in the viability to reflect the OPA 2 cost for the district level licence (DLL).

9.32. The schedule below summarises the split between the OPA 2 site wide infrastructure and abnormal construction costs contained in the cost plan (after indexation), plus the inclusion of the additional abnormals identified above:

Inputs	OPA 2
Total Abnormals in Arcadis CP **post indexation**	£74,764,126
Total Additional Abnormals identified by OPA 2 (DLL)	£369,778
Total Strategic Infrastructure **post indexation**	£129,689,501
TOTAL	**£204,823,405**

IDP COSTS

9.33. IDP costings have been reviewed by Aecom and we have agreed a base position in March 2025. A further agreement on the IDP was reached with the Council in June

2025. The IDP is an evolving document up to the first resolution to grant for any OPA and as such there have been minor marginal changes to the IDP since the June 2025 agreement with the Council. A summary of the latest IDP position is summarised in the schedule below:

Description	REF (IDP Tabs 3 - 8)	OPA 2
Health & Wellbeing	Tab 3	£7,175,526
Movement	Tab 4	£45,330,712
Community & Leisure	Tab 5	£24,155,626
Green & Blue Infra	Tab 6	£10,414,299
Education	Tab 8	£51,323,735
TOTAL		**£138,399,899**

HIF RECYCLING

9.34. As noted in Section 5 of this report the HIF recycling is included in the viability at a base cost of £10,004 per dwelling, however it has been agreed that in order to ensure viability is achieved, this figure can be reduced if the assessment determines the OPA is non-viable.

STEWARDSHIP

9.35. Stewardship costs have been included at an estimated benchmark budget allowance of £3,850 per dwelling which is based on benchmarks agreed on other strategic sites and agreed with Newmark. It is proposed that the final agreed figure for stewardship costs will be resolved on the submission/agreement of a Business Plan from each OPA. Should the final stewardship figure change from the current assumption in the viability then the applicant would reserve the right to update the viability accordingly. A reduction in the assumed stewardship £ per dwelling would of course consequentially result in a higher provision of affordable housing/a reduced extent of CIL reinvestment being required from the scheme.

COMMUNITY INFRASTRUCTURE LEVY (CIL)

9.36. CIL has been included based on an estimated charge £205.36 psm (2025) applied to the assumed area of market housing (including the area of external garages) with the affordable housing area excluded and a 5% discount applied to reflect custom build dwellings which are not liable for CIL.

9.37. The calculation of the CIL charge for OPA 2 therefore comes to £44.647m assuming a policy compliant affordable housing provision. The amount of CIL increases as the affordable housing provision is reduced. This is considered in further detail later in this report.

9.38. It is important to note the CIL calculation contained in the viability is an estimate and we reserve the right to review this position should the Council advise of a different CIL liability.

SPECIALIST RESIDENTIAL ACCOMMODATION & MMF ITEMS

9.39. A commuted sum payment is included in the viability reflecting the calculation in the Chelmsford Local Plan Specialist Residential Accommodation Planning Advice Note April 2021. Details of the calculation for each OPA are summarised below:

Breakdown	Dwellings	£
OPA 2	3,500	£1,601,250

9.40. In addition to the above a portion of Monitor and Manage Fund items (MMF) have been removed from the IDP and included in the viability. This has been agreed with CCC and equates to £1,091,66 for OPA 2.

9.41. The MMF represents monies that can be provide through S106 contribution to be called upon at stage in the build out of CGC as a contingency should the monitoring targets agreed for each stage of the CGC implemented be exceeded. The total figure agreed with the Council as a maximum base cost is £3.879m; as such £1.949m of cost is allocated in the viability and £1.949m is included as an IDP cost (these figures account for indexation to Q4 2024). The £1.092m is the OPA 2 proportional share of the £1.949m calculated on a per dwelling basis.

FINANCE COSTS

9.42. Finance costs are calculated through a cashflow analysis for each OPA included as per **Appendix 2 Tab 5**. In these cashflows we have assumed the latest indicative housing trajectory and infrastructure timings as per the assumptions outlined in the IDP.

We have adopted a 7.5% debit rate to calculate finance costs which is reasonable in the current climate and consistent with the position adopted by Newmark in their May 2025 assessment (paragraph 6.32) and the August 2023 LPVU[3].

9.43. In terms of development programme, we have assumed a phased site purchase due to the size of the site with equal traches at Year 1, 7, 11 and 15. Housebuilding operations are assumed to commence in the 2nd year post acquisition of the 1st tranche. The 1st sales are achieved in Year 3 with the build programme then following the same trajectory as the sales rate for a 20-year period until practical completion.

9.44. The finance cashflow also models the outgoing costs for the OPA for IDP, education and CIL. The assumed split of costs for each year is based on a trajectory analysis for these separate cost items which are included as per **Appendix 7**.

9.45. The IDP trajectory is based on the triggers for delivery contained in the IDP and the supporting specification documents. The CIL trajectory is based on an assumed Reserved Matters breakdown by the OPA to the Council; the payment profile follows the Council's CIL Instalments policy – we have extracted the relevant section of this document and copied below for reference:

Amounts equal to or greater than £100,000	5	10% of the chargeable amount within 90 days of the commencement date with the balance payable in four equal instalments within 270 days, 450 days, 570 days, and 720 days of the commencement date

9.46. For the education trajectory this is separated from the IDP and reflects the payment profile as currently proposed with ECC. The trajectory splits out the costs of permanent and temporary education costs which are based on the Education Strategy produced by Quod.

10. VALUATION METHODOLOGY

10.1. The Structure of the Residual Appraisals produces a Residual Land Value (RLV) which is then compared with the Benchmark Land Value (BLV). If the RLV exceeds the BLV, a surplus is generated and the scheme can be deemed "Viable". However, if the RLV

[3] HDH Local Plan Viability Update, August 2023, CCC, Page 119, Para 7.42

is less than the BLV, a deficit is produced and the scheme should be considered "Non-Viable".

10.2. The latest viability guidance directs one to consider the Existing Use Value (EUV) of the application site and apply a premium which for greenfield site is generally reflected a multiplier (10 * - 20 * the EUV). This is the approach adopted in the August 2023 LPVU.

10.3. A significant amount of evidence has been exchanged between Newmark and TM on the BLV. As a result, we have agreed for OPA 1 and 3 the application of a BLV which is consistent with the Council's August 2023 LPVU equating to £101,174 per acre.

10.4. Although originally TM had included a consistent BLV for OPA 2, Newmark have advised that their assessment was that a reduction in BLV should be applied to this OPA reflecting the higher abnormal and infrastructure costs on a £ per dwelling basis compared to the other OPAs.

10.5. In determining a suitable BLV for OPA 2 both TM and Newmark have had regard to the PPG on viability. Paragraph 10 of this document states as follows:

In plan making and decision-making viability helps to strike a balance between the aspirations of developers and landowners, in terms of returns against risk, and the aims of the planning system to secure maximum benefits in the public interest through the granting of planning permission.

10.6. We consider this extract is supportive in demonstrating that we have to consider, in the determination of the BLV and the overall assessment of viability, the aspirations of the landowner. If we fail to realise those aspirations in the viability, through the inclusion of a BLV which falls below the landowner's aspiration, then the site does not come forward for development and the viability is essentially an academic exercise because no development is realised.

10.7. The next relevant section of the PPG is paragraph 014 which summarises how costs should be defined for the purpose of a viability assessment:

- ***build costs based on appropriate data, for example that of the Building Cost Information Service***
- ***abnormal costs, including those associated with treatment for contaminated sites or listed buildings, or costs associated with brownfield, phased or complex sites. These costs should be taken into account when defining benchmark land value***

- ***site-specific infrastructure costs, which might include access roads, sustainable drainage systems, green infrastructure, connection to utilities and decentralised energy. These costs should be taken into account when defining benchmark land value***
- ***the total cost of all relevant policy requirements including contributions towards affordable housing and infrastructure, Community Infrastructure Levy charges, biodiversity net gain (as required by Schedule 7A of the Town and Country Planning Act), and any other relevant policies or standards. These costs should be taken into account when defining benchmark land value***
- ***general finance costs including those incurred through loans***
- ***professional, project management, sales, marketing and legal costs incorporating organisational overheads associated with the site. Any professional site fees should also be taken into account when defining benchmark land value***
- ***explicit reference to project contingency costs should be included in circumstances where scheme specific assessment is deemed necessary, with a justification for contingency relative to project risk and developers return***

10.8. On the basis of the above one could argue that the costs associated with the delivery of OPA 2 is higher than the costs of deliver for OPA 1 and 3. On this basis therefore the OPA 2 BLV should be reduced to reflect the fact that the landowner is disposing of a site which requires additional abnormal/infrastructure works.

10.9. The counter consideration to the above is that if one was applying the PPG verbatim, in practice, you could end up in a position where the landowner potentially has to accept a BLV which falls well below their expectations simply because all (or the majority of) the above cost assumptions are reflected in the BLV. Obviously, one has to apply professional judgement as to the extent of any reduction to the BLV so the question then becomes what is the level of adjustment, based on the level of costs incurred within an OPA that the landowner would be willing to accept whilst still receiving a minimum return to release their site for development.

10.10. Once again this then loops back to paragraph 010 referenced above in that any consideration as to cost deductions on a BLV must be considered within the context of the landowners aspirations and a failure to realise those aspirations would mean no development at all.

10.11. The following sections of the PPG deal specifically with the BLV calculation and therefore we have considered them below (paragraph 013 below):

How should land value be defined for the purpose of viability assessment?

To define land value for any viability assessment, a benchmark land value should be established on the basis of the existing use value (EUV) of the land, plus a premium for the landowner. The premium for the landowner should reflect the minimum return at which it is considered a reasonable landowner would be willing to sell their land. The premium should provide a reasonable incentive, in comparison with other options available, for the landowner to sell land for development while allowing a sufficient contribution to fully comply with policy requirements. Landowners and site purchasers should consider policy requirements when agreeing land transactions. This approach is often called 'existing use value plus' (EUV+).

In order to establish benchmark land value, plan makers, landowners, developers, infrastructure and affordable housing providers should engage and provide evidence to inform this iterative and collaborative process

10.12. The focus of our approach has been that in assessing the level of premium and consequentially the BLV, we have to consider the minimum return at which it is considered a reasonable landowner would be willing to sell their land. One would therefore deduce that for a strategic greenfield site this is most appropriately considered in the context of a minimum price provision contained in an Option Agreement. As such when one is considering the BLV in the context of a minimum price provision, a landowner would not be willing or able to accept a reduction to this figure (due to higher abnormal costs for example) as it is contractually defined as the minimum price they can expect to receive.

10.13. Another interpretation of the above focuses on the premium which should provide a reasonable incentive for the landowner while allowing a sufficient contribution to fully comply with policy requirements. This means that where a deficit is demonstrated in the viability, it is not necessarily the Council and their policy objectives which are reduced, but instead what the landowner receives as the BLV. These factors must be considered holistically in determining a suitable BLV.

What factors should be considered to establish benchmark land value?

Benchmark land value should:

- ***be based upon existing use value***

- ***allow for a premium to landowners (including equity resulting from those building their own homes)***
- ***reflect the implications of abnormal costs; site-specific infrastructure costs; and professional site fees***

Viability assessments should be undertaken using benchmark land values derived in accordance with this guidance. Existing use value should be informed by market evidence of current uses, costs and values. Market evidence can also be used as a cross-check of benchmark land value but should not be used in place of benchmark land value. There may be a divergence between benchmark land values and market evidence; and plan makers should be aware that this could be due to different assumptions and methodologies used by individual developers, site promoters and landowners.

This evidence should be based on developments which are fully compliant with emerging or up to date plan policies, including affordable housing requirements at the relevant levels set out in the plan. Where this evidence is not available plan makers and applicants should identify and evidence any adjustments to reflect the cost of policy compliance. This is so that historic benchmark land values of non-policy compliant developments are not used to inflate values over time.

In plan making, the landowner premium should be tested and balanced against emerging policies. In decision making, the cost implications of all relevant policy requirements, including planning obligations and, where relevant, any Community Infrastructure Levy (CIL) charge should be taken into account.

Where viability assessment is used to inform decision making under no circumstances will the price paid for land be a relevant justification for failing to accord with relevant policies in the plan. Local authorities can request data on the price paid for land (or the price expected to be paid through an option or promotion agreement).

10.14. This section essentially reinforces the section noted above highlighting that the BLV is calculated firstly as the assessment of the site EUV then a premium to landowner. The extent of the premium can be varied depending on (for example) the extent of abnormal costs, site specific infrastructure costs, professional site fees etc. but still must be considered in the context of the ***minimum return at which it is considered a reasonable landowner would be willing to sell their land.***

10.15. As one can see from the above extracts and summary analysis of the PPG one can apply a different interpretation to the guidance in determining a BLV. Following extensive negotiations with Newmark although our previous viability assessments had assumed £101k per gross acre for each OPA, in this instance, to facilitate an agreement on viability we have agreed to the Newmark approach of £90k per gross acre for OPA 2. Applied to 792 acres, this results in a BLV of **£71,280,000**.

11. OPA SPECIFIC CONCLUSIONS

11.1. Once the above assumptions are applied to the viability assessment the outturn conclusions for OPA 2 are as follows:

OPA	AH% (units)	HIF	CIL	Residual Land Value	BLV	Surplus / Deficit	Viable/ Non-Viable?
2	35%	-£35,014,000	-£44,647,382	-£135,409,426	£71,280,000	-£206,689,426	NON-VIABLE

11.2. As per the table above this assessment includes the full contribution of HIF recycling and shows a substantial viability deficit. On this basis therefore in order to improve the viability and seek to achieve a viable scheme we have firstly removed the HIF recycling cost from the viability. The updated conclusions on this basis are as follows:

OPA	AH% (units)	HIF	CIL	Residual Land Value	BLV	Surplus / Deficit	Viable/ Non-Viable?
2	35%	£0	-£44,647,382	-£79,504,905	£71,280,000	-£150,784,905	NON-VIABLE

11.3. Even the removal of HIF recycling the conclusions of OPA 2 show a non-viable conclusion. We have therefore sought to reduce the level of affordable housing to arrive at a viable conclusion and this analysis is summarised below:

OPA	AH% (units)	HIF	CIL	Residual Land Value	BLV	Surplus / Deficit	Viable/ Non-Viable?
2	6%	£0	-£63,986,309	£71,280,000	£71,280,000	£0	VIABLE

11.4. Once the cost of HIF recycling Is removed from the viability, the affordable housing needs to be reduced to a total of c. 6% in order to achieve a viable scheme.

11.5. In order to preserve the provision of a policy compliant affordable housing scheme, it has been agreed with the Council that they may choose to recycle a proportion of CIL back into the development (i.e. to fund certain infrastructure items). As 15% of CIL is paid directly to the Parish Council, the maximum proportion of CIL available for recycling is 85%. It is worth noting that the development would still pay the full CIL due and it would be the Council who would choose whether to recycle some of the CIL or not (i.e. in order for affordable housing provision to be higher than the proposed 6%).

11.6. The IDP infrastructure items which are assumed to be potentially funded through CIL reinvestment are the costs associated with the primary, secondary, post 16 and SEND education costs (the all through school), temporary education costs and monitor and manage fund items. For OPA 2 this totals c. £52.568m (as per the IDP).

11.7. Due to the extent of viability constraints within OPA 2 one would need to exercise the full CIL recycling at 100% (of the maximum 85% which can be recycled) which would go back into the scheme and be used to deliver some of the above infrastructure items. With this recycling in place OPA 2 would be able to deliver an increased affordable housing provision of c. 18%. A further breakdown of the numbers for the CIL reinvestment calculation is included as per **Appendix 2 Tab 4a**.

11.8. A summary of the viability conclusion if 100% (£47.474m) of CIL is reinvested is summarised below (the figure shows the remaining CIL leftover after £8.377m has been reinvested to deliver IDP items):

OPA	AH% (units)	HIF	Remaining CIL post Reinvestment	Residual Land Value	BLV	Surplus / Deficit	Viable/ Non-Viable?
2	18%	£0	-£8,377,774	£71,280,000	£71,280,000	£0	VIABLE

11.9. This affordable housing provision could potentially be increased further should any remaining CIL which has not been recycled from the other OPA's (OPA1 and OPA3) be used to assist in funding the infrastructure for OPA 2.

11.10. The extent of CIL recycling from OPA 1 has been agreed by Newmark and TM at c. £10.1m and for OPA 3 at c. £10.2m. This reflects as c. 67% and 78% respectively (of their total CIL contributions being recycled back into the scheme to fund IDP items). As such there is the potential of an additional £7.9m of CIL recycling which could in theory be utilised by OPA 2 to improve their affordable housing provision. This figure is

based on the agreement reached on OPA 1 and 3 but does not reflect any changes to the IDP made after this agreement.

11.11. If this additional headroom is used to fund further infrastructure items beyond those currently identified in the IDP the affordable housing provision could increase to c. 20% affordable as per the below:

OPA	AH% (units)	HIF	Total IDP Cost for OPA 2	Residual Land Value	BLV	Surplus / Deficit	Viable/ Non-Viable?
2	20%	£0	-£83,992,486	£71,337,723	£71,280,000	£57,723	VIABLE

12. SENSITIVITY ANALYSIS

12.1. As required under the latest viability guidance in the form of the PPG and the RICS 2021 guidance, we have undertaken sensitivity testing on the appraisal model by varying the GDV and the total costs to observe the impact on the surplus/deficit. The conclusions of this assessment are summarised below:

GDV vs Total Cost						
	Surplus/Deficit	GDV				
		-10%	-5%	0%	+5%	+10%
TOTAL COSTS	+10%	-£426,855,617	-£359,812,479	-£292,769,340	-£225,726,202	-£158,683,064
	+5%	-£355,839,612	-£288,796,474	-£221,753,335	-£154,710,197	-£87,667,059
	0%	-£284,823,607	-£217,780,469	-£150,784,905	-£83,694,192	-£16,651,054
	-5%	-£213,807,602	-£146,764,464	-£79,721,326	-£12,678,187	£54,364,951
	-10%	-£142,791,598	-£75,748,459	-£8,705,321	£58,337,817	£125,380,956

13. CONCLUSIONS

13.1. This assessment has determined that OPA 2 is unable to viably deliver HIF recycling at £10,004 per dwelling, CIL, relevant IDP costs and the policy compliant provision of affordable housing.

13.2. Once the HIF recycling cost is removed from the appraisal the affordable housing provision has to reduce to c. 6% in order to achieve a viable scheme. A summary of the breakdown of the obligations expected from OPA 2 based on this analysis are shown in the table below:

Affordable Housing	6%
Affordable Rent Dwellings	146
Shared Ownership Dwellings	62
IDP Costs	-£138,399,899
Stewardship Costs	-£13,475,000
CIL	-£63,986,309
Specialist Residential Accommodation Commuted Sum	-£1,601,250

13.3. As noted already in this report should 100% of CIL be reinvested back into this scheme then a c. 18% affordable housing provision could be delivered in OPA 2. As such our recommendation is that CIL reinvestment is indeed employed on this application to allow affordable housing policy targets to be achieved. This could be further increased with the inclusion of additional CIL recycling from the other OPA's where they have not utilised the full 100%.

13.4. Should certain cost assumptions in the above schedule change then this would serve to change the outturn of affordable housing provision/viability conclusions. For example, should the Council advise the above CIL cost is an underestimate this additional cost would be factored into the viability and thus reducing the affordable housing (but conversely increasing the CIL receipts for the Council). We also note that CLQ are amenable to further discussions with CCC regarding changes in affordable housing tenure from the position as currently adopted. This could be for example an increase in shared ownership dwellings instead of affordable rent which would improve the overall affordable %. Or alternatively, an increase in affordable/social rent which would reduce the overall affordable % but may better deliver on the affordable housing priorities of CCC.

13.5. The above schedule should therefore be considered as a total 'package' for the Council whereby an adjustment to one of the cost items could serve to change outturn affordable housing provision in the viability.

Turner Morum LLP

January 2026

Attachment 1

Tab 1

IDP Summary for Non-Education Items

CATEGORY	Tab Ref	SUB-CATEGORY	COST (£)	24% 1	56% 2	20% 3
		Approximate Dwellings:	**6,250**	**1,500**	**3,500**	**1,250**
Health & Wellbeing	**Tab 2**	Health & Wellbeing	£9,850,032	£2,395,468	£7,175,526	£279,038
Movement	**Tab 3**	Highways & Access	£94,780,096	£24,304,443	£45,554,465	£24,921,187
Community & Leisure	**Tab 4**	Community & Leisure	£38,402,091	£2,759,872	£24,155,626	£11,486,593
Green & Blue Infra	**Tab 5**	Green & Blue Infra	£13,797,652	£3,482,670	£10,103,169	£211,813
GROSS TOTAL IDP COSTS excluding EDUCATION			**£156,829,870**	**£32,942,453**	**£86,988,786**	**£36,898,631**
GROSS TOTAL COSTS PER DWELLING excluding EDUCATION			**£25,093**	**£21,962**	**£24,854**	**£29,519**

IDP Summary for Education Items

CATEGORY	Tab Ref	SUB-CATEGORY	COST (£)	1	2	3
			6,250	**1,500**	**3,500**	**1,250**
Education	**Tab 6**	Total Education Costs	£101,638,074	£29,089,854	£57,753,263	£14,794,957
Education Land Equalisation	**Tab 6**	Equalisation: Secondary School (see education tab for further breakdown)	£0	£2,577,491	-£4,725,401	£2,147,909
	Tab 6	Equalisation: Primary School (see education tab for further breakdown)	£0	£0	-£1,704,127	£1,704,127
NET EDUCATION COSTS after EQUALISATION			**£101,638,074**	**£31,667,345**	**£51,323,735**	**£18,646,993**
NET EDUCATION COSTS PER DWELLING			**£16,262**	**£21,112**	**£14,664**	**£14,918**

Breakdown	TOTAL	OPA 1	OPA 2	OPA 3
Total Costs with education land equalisation	**£258,467,944**	£64,609,798	£138,312,521	£55,545,625
£ per dwelling	**£41,355**	**£43,073**	**£39,518**	**£44,436**
Total Costs without education land equalisation	**£258,467,944**	£62,032,307	£144,742,049	£51,693,589
£ per dwelling	**£41,355**	**£41,355**	**£41,355**	**£41,355**

Tab 2
Health & Wellbeing Breakdown

														24.00%	56.00%	20.00%
CATEGORY	**Tab Ref**	**SUB-CATEGORY**	**SPECIFIC ITEM**	**DELIVERED BY**	**Location within Application Area**	**Zone Responsible for Deliery**	**DELIVERY/FINAL PAYMENT TRIGGER (% occupations)**	**DELIVERY/FINAL PAYMENT TRIGGER (occupations)**	**BASE COST (£)**	**Cost Base Date**	**Indices**	**Indexation Rate**	**Cost Estimate Filter**	**INDEXED/UPDATED COST**	**1**	**2**	**3**
														6,250	**1,500**	**3,500**	**1,250**
Health & Wellbeing	**B1**	Primary Healthcare	OPA 2 Health Facility (Park Farm)	**Developer Physical**	**2**	**2**	**75%**	**2,625**	£6,394,218	Q4 2024	BCIS All in TPI	1.00	Reasonable Estimate	£6,394,218		£6,394,218	
Health & Wellbeing	**B2**	Primary Healthcare	OPA 1 Health Facility	**Developer Physical**	**1**	**1**	**23%**	**350**	£2,029,400	Q1 2024	BCIS All in TPI	1.02	Reasonable Estimate	£2,060,622	£2,060,622		
Health & Wellbeing	**B3**	Primary Healthcare	Health contributions re: lag between Zone 1 and Zone 2 health centres	**Developer Financial**	**ALL**	**ALL**	**-**	**Later of 750 across 1 and 3 or 450 on OPA 1**	£1,395,192	Q4 2024	PUBSEC TPI	1.00		£1,395,192	£334,846	£781,308	£279,038
TOTAL GROSS EDUCATION COSTS									**£8,423,618**					**£9,850,032**	**£2,395,468**	**£7,175,526**	**£279,038**
TOTAL GROSS COSTS PER DWELLING									**£1,348**						**£1,597**	**£2,050**	**£223**

Tab 3
Movement

CATEGORY	Tab Ref	SUB-CATEGORY	SPECIFIC ITEM	DELIVERED BY	Location within Application Area	Zone Responsible for Deliery	DELIVERY/FINAL PAYMENT TRIGGER (% occupations)	DELIVERY/FINAL PAYMENT TRIGGER (occupations)	BASE COST (£)	Cost Base Date	Indices	Indexation Rate	Cost Estimate Filter	INDEXED/UPDATED COST	24% 1	56% 2	20% 3
														6,250	1,500	3,500	1,250
Highways & Access (Movement)	C1	Sustainable Travel	Bus Service	Developer Physical	ALL	ALL	See spec sheet for breakdown of trigger	See spec sheet for breakdown of trigger	£13,686,948	Q1 2025	BCIS Road TPI	1.00	Informed Estimate	£13,686,948	£3,455,628	£7,732,111	£2,499,209
	C2a Rdbt 4	Sustainable Travel	Improvements to Roundabouts 4 subject to monitoring	Developer Physical	Off-Site	2	49%	1,700	£795,000	Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£811,678		£811,678	
	C2a Rdbt 5	Sustainable Travel	Roundabout 5 subject to monitoring including bus lane	Developer Financial	Off-Site	2		100 occupations per opa	£8,000,000	Q1 2025	BCIS Road TPI	1.00	High-Level Estimate	£8,000,000	£2,666,667	£2,666,667	£2,666,667
	C2b	Sustainable Travel	RDR LEFT In/left out Junction to include for Bus Priority	Developer Physical	2	2	0%	1st occupation accessed via Beaulieu RDR	£999,101	Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£1,020,061		£1,020,061	
	C5	Sustainable Travel	Travel plans/packs	Developer Physical	ALL	ALL	0%	From Commencement	£687,500	Q1 2024	N/A	1.00	Informed Estimate	£687,500	£165,000	£385,000	£137,500
	C6	Sustainable Travel	Sitewide Traffic Monitoring	Developer Physical	ALL	ALL	0%	1st	£1,197,000	Q2 2024	BCIS All in TPI	1.01	High-Level Estimate	£1,209,214	£290,211	£677,160	£241,843
	C7	Sustainable Travel	Car Club	Developer Physical	ALL	ALL	0%	1st	£387,541	Q2 2024	BCIS All in TPI	1.01	Reasonable Estimate	£391,496	£93,959	£219,237	£78,299
	C8	Sustainable Travel	Primary mobility hubs (*1)	Developer Physical	2	2	37%	1,300	£1,222,796	Q2 2024	BCIS All in TPI	1.01	Reasonable Estimate	£1,235,274		£1,235,274	
	C9a	Sustainable Travel	Secondary mobility hubs (*1)	Developer Physical	1	1	23%	750	£679,895	Q2 2024	BCIS All in TPI	1.01	Reasonable Estimate	£686,833	£686,833		
	C9b	Sustainable Travel	Secondary mobility hubs (*3)	Developer Physical	2	2	50%	50% of occupations of relevant planning phase for each of 3 * hubs	£2,039,685	Q2 2024	BCIS All in TPI	1.01	Reasonable Estimate	£2,060,498		£2,060,498	
	C11a	Active Travel	Essex Regiment Way Sustainable Travel Corridor (ERWSTC) - Direct Delivery	Developer Physical	Off-Site	1	7%	100	£1,039,558	Q2 2024	BCIS Road TPI	1.01	Informed Estimate	£1,046,727	£1,046,727		
	C11b	Active Travel	Essex Regiment Way Sustainable Travel Corridor (ERWSTC)	Developer Physical	Off-Site	1	53%	790	£2,798,808	Q2 2024	BCIS Road TPI	1.01	Informed Estimate	£2,818,110	£2,818,110		
	C11c	Active Travel	Nabbotts Farm Roundabout Provision of Interim Crossing of Chelmer Valley Road	Developer Physical	Off-Site	1	53%	790	£436,655	Q3 2024	BCIS Road TPI	1.01		£439,666	£439,666		
	C12	Active Travel	Essex Regiment Way Bus Lane Reversal	Developer Physical	Off-Site	1	7%	100	£107,993	Q3 2024	N/A	1.00		£107,993	£107,993		
	C13	Active Travel	Chelmer Valley Road Cycle Measures - Corridor B1	Developer Physical	Off-Site	2	40%	2,500	£2,074,800	Q1 2024	BCIS Road TPI	1.02	Informed Estimate	£2,118,327		£2,118,327	
	C14	Active Travel	Broomfield Corridor A1 (via Mill Lane)	Developer Financial	Off-Site	1	-	790 in Zone 1 / 802 in Zone 3	£380,000	Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£387,972	£211,621		£176,351
	C15	Active Travel	Delivery of a direct corridor to Broomfield Hospital incl. for a new bridge over River Chelmer (Corridor A2)	Developer Financial	Off-Site	CCC	-	790 in Xone 1 / 802 in Zone 3	£1,376,700	Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£1,405,582	£766,681		£638,901
	C16	Active Travel	RDR Rdbt 3 TOUCAN CROSSING	Developer Physical	2	2	1st	1st occupation of phase accessed via Rdbt 3	£181,125	Q2 2024	BCIS Road TPI	1.01	Informed Estimate	£182,374		£182,374	
	C17	Active Travel	RDR Rdbt 4 Pedestrian/Cycle Crossing	Developer Physical	2	2	1st	1st occupation accessed via Beaulieu RDR	£181,125	Q2 2024	BCIS Road TPI	1.01	High-Level Estimate	£182,374		£182,374	
	C19	Active Travel	Cycle and Pedestrian Footbridge ERW	Developer Physical	1	1	7%	100	£2,143,979	Q2 2024	BCIS Road TPI	1.01	High-Level Estimate	£2,158,765	£2,158,765		
	C20	Active Travel	Improvements to Bridleway 55 Little Waltham	Developer Physical	Off-Site	3	8%	100	£230,120	Q2 2024	BCIS Road TPI	1.01	High-Level Estimate	£231,707			£231,707
	C21	Highways	New ERW Site Access Roundabout	Developer Physical	1	1	7%	100	£1,307,486	Q2 2024	BCIS All in TPI	1.01	Informed Estimate	£1,320,828	£1,320,828		
	C21a	Highways	Site Access Pratts Farm Roundabout	Developer Physical	Off-Site	1	85%	1,270	£2,501,413	Q2 2024	BCIS Road TPI	1.01	Informed Estimate	£2,518,664	£2,518,664		
	C21b	Highways	Pratt's Farm Roundabout Interim Improvement Scheme	Developer Physical	Off-Site	1	31%	465	£452,277	Q2 2024	BCIS All in TPI	1.01	Informed Estimate	£456,892	£456,892		
	C22	Highways	Northern Distributor Road (NRDR)	Developer Physical	3	3	45%	558	£17,738,495	Q2 2024	BCIS Road TPI	1.01	Informed Estimate	£17,860,829			£17,860,829
	C23	Highways	New pedestrian/cycle bridge crossing No.1 of CNEB (Southern)	Developer Physical	2	2	0%	1st occupation East of bypass	£4,255,000	Q3 2024	BCIS Road TPI	1.01	High-Level Estimate	£4,284,345		£4,284,345	
	C24	Highways	New pedestrian/cycle bridge crossing No.2 of CNEB (Northern)	Developer Physical	2	2	0%	Prior to opening of sports village or TSP site	£4,957,000	Q3 2024	BCIS Road TPI	1.01	High-Level Estimate	£4,991,186		£4,991,186	
	C25	Highways	CNEB Mineral conveyor bridge upgrade to multi-modal highway bridge costs	Developer Financial	2	2	0%	Trigger TBC relating to mineral extraction - see spec sheet	£1,500,000			1.00	Informed Estimate	£1,500,000		£1,500,000	
	C26	Highways	CNEB Multi-Modal highway bridge adoption upgrade works costs	Developer Physical	2	2	0%	1st occupation East of bypass	£4,412,151	Q3 2024	BCIS Road TPI	1.01	High-Level Estimate	£4,442,580		£4,442,580	
	C27a	Highways	Road Junction Improvements -Belsteads Farm Roundabout	Developer Physical	Off-Site	1	53%	790	£989,517	Q2 2024	BCIS Road TPI	1.01	Informed Estimate	£996,341	£996,341		
	C27b	Highways	Road Junction Improvements - Armistice Avenue Roundabout	Developer Physical	Off-Site	1	85%	1,270	£1,398,052	Q2 2024	BCIS Road TPI	1.01	Informed Estimate	£1,407,694	£1,407,694		
	C32a	Highways	Active Travel Improvements RDR Toucan Crossing to Generals Lane	Developer Physical	2	2	0%	1st occupation accessed via Beaulieu RDR	£1,173,968	Q4 2024	BCIS Road TPI	1.00	High-Level Estimate	£1,173,968		£1,173,968	
	C41a	Highways	Wayfinding Signs within Beaulieu	Developer Physical	2	2	52%	1,820	£71,630	Q4 2024	BCIS Road TPI	1.00	High-Level Estimate	£71,630		£71,630	
	C41b	Highways	Active Travel Improvements within Beaulieu towards Station and Neighbourhood Centre	Developer Physical	2	2	52%	1,820	£426,624	Q4 2024	BCIS Road TPI	1.00	High-Level Estimate	£426,624		£426,624	
	C42	Highways	A12 Junction 19 Works	HIF	Off-Site	ECC	25%	875 in opa 2	£0	-				£0	£0	£0	£0
		MONITOR & MANAGE FUND ITEMS (MMF)															
	C10	Active Travel	Penalty Payments for Modal Share Targets (Active Travel Measures)	Developer Financial	ALL	ALL		Triggers relating to zone 1, 2 and 3 applications	£1,939,559	Q1 2024	BCIS All in TPI	1.01	High-Level Estimate	£1,949,404	£467,857	£1,091,667	£389,881
	C28	Highways	Link from Hawthorn Village to Beaulieu Station	Developer Financial	Off-Site					Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£0	£0	£0	£0
	C29	Highways	Amendments to General Lane Cycle works using 3rd party land afforded highways status	Developer Financial	Off-Site					Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£0	£0	£0	£0
	C30	Highways	Additional works on White Hart Lane from the cycle access north of the New Hall School Access to the Sainsbury's roundabout	Developer Financial	Off-Site					Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£0	£0	£0	£0
	C31	Highways	Additional works on White Hart Lane from the Beaulieu access to Nabbotts Farm Roundabout	Developer Financial	Off-Site					Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£0	£0	£0	£0
	C44	Highways	Beaulieu to riverside path via Springfield cycle improvements	Developer Financial	Off-Site								High-Level Estimate	£0	£0	£0	£0
	C51	Highways	MMF Penalty Payments for Active Travel Schemes (see Spec Sheets C28 , 29, 30, 31, 44)	Developer Financial	ALL	ALL				Q1 2024	BCIS Road TPI	1.02	High-Level Estimate	£0	£0	£0	£0
	C48	Highways	Additional Traffic Management within the Zone 1,2 and 3	CIL	ALL	ALL			£3,500,000	Q4 2024	N/A	1.00	High-Level Estimate	£3,500,000	£840,000	£1,960,000	£700,000
		IDP COMMUTED SUMS															
	CS1	Highways	ERW Pedestrian/cycle bridge	Developer Financial	1	1								£1,821,305	£1,821,305		
	CS2	Highways	STC	Developer Financial	1	1								£40,000	£40,000		
	CS3	Highways	Belsteads Farm Roundabout	Developer Financial	1	1								£204,000	£204,000		
	CS4	Highways	Pratts Farm Roundabout	Developer Financial	1	1								£163,000	£163,000		
	CS5	Highways	Commuted Sum for C23 (New Pedestrain/cycle bridge crossing No 1 of CNEB Southern)	Developer Financial	2	2	0%	1st occupation East of bypass						£2,127,500		£2,127,500	
	CS6	Highways	Commuted Sum for C24 (New Pedestrian/cycle bridge crossing No 2 of CNEB Northern)	Developer Financial	2	2	0%	Prior to opening of sports village or TSP site						£2,478,500		£2,478,500	
	CS7	Highways	Commuted Sum for C25 (CNEB Mineral conveyor bridge upgrade t multi modal highway bridge cots)	Developer Financial	2	2	0%	1st occupation East of bypass						£750,000		£750,000	
	CS8	Highways	Commuted Sum for C26 (CNEB Multi-Modal highway bridge adoption upgrade works costs)	Developer Financial	2	2	0%	1st occupation East of bypass						£2,206,076		£2,206,076	
		ADDITIONAL IDP ITEMS															
	CA1		Improvements to Bridleway 18 or Alternative Scheme	Developer Financial	2	2	44%	1,550	£12,000	Q1 2025	BCIS Road TPI	1.00		£12,000		£12,000	
	CA2		Travel Link Between Zone 2 & Belfry Crescent	Developer Physical	2	2	44%	1,550	£637,977	Q4 2024	BCIS Road TPI	1.00		£637,977		£637,977	
	CA3		Zone 2 Cranham Road Pedestrian Safety Scheme	Developer Physical	2	2	83%	2,910	£69,651	Q3 2025	BCIS Road TPI	1.00		£69,651		£69,651	
GROSS TOTAL COSTS									£84,489,130					£94,780,096	£24,304,443	£45,554,465	£24,921,187
GROSS TOTAL COSTS PER DWELLING														£15,165	£16,203	£13,016	£19,937

Tab 4
Community & Leisure

														24%	56%	20%
CATEGORY	**Tab Ref**	**SUB-CATEGORY**	**SPECIFIC ITEM**	**DELIVERED BY**	**Location within Application Area**	**Zone Responsible for Delivery**	**DELIVERY/FINAL PAYMENT TRIGGER (% occupations)**	**DELIVERY/FINAL PAYMENT TRIGGER (occupations)**	**BASE COST (£)**	**Cost Base Date**	**Indices**	**Indexation Rate**	**Cost Estimate Filter**	**INDEXED/UPDATED COST**	**1**	**2**	**3**
														6,250	**1,500**	**3,500**	**1,250**
Community & Leisure	**D4a**	Community Centres/Space	OPA 1 Community Space	**Developer Physical**	**1**	**1**	**50%**	**750**	£1,931,160	Q2 2024	BCIS All in TPI	1.03	Reasonable Estimate	£1,996,709	£1,996,709	£0	£0
	D4b	Community Centres/Space	OPA 2 Community Space	**Developer Physical**	**2**	**2**	-	**See comments for triggers of diff uses**	£5,250,783	Q2 2024	BCIS All in TPI	1.01	Reasonable Estimate	£5,304,362		£5,304,362	£0
	D6a	Leisure	OPA 1 Play Areas	**Developer Physical**	**1**	**1**			£310,000	Q2 2024	BCIS All in TPI	1.01	Informed Estimate	£313,163	£313,163		
	D6b	Leisure	OPA 2 Play Areas	**Developer Physical**	**2**	**2**	**0%**	**Linked to relevant planning phase**	£1,807,920	**Q3 2024**	BCIS All in TPI	1.01	Informed Estimate	£1,817,097		£1,817,097	
	D6c	Leisure	OPA 3 Play Areas	**Developer Physical**	**3**	**3**			£1,801,573	Q2 2024	BCIS All in TPI	1.01	Informed Estimate	£1,819,956			£1,819,956
	D8	Leisure	Discovery Park North Pavilion & Sports Facilities	**Developer Physical**	**3**	**3**			£9,197,782	Q2 2024	BCIS All in TPI	1.01	High-Level Estimate	£9,291,637	£0	£0	£9,291,637
	D9	Leisure	OPA 2 Sports Provision	**Developer Physical**	**2**	**2**	**83%**	**2,900**	£6,273,980	**Q3 2024**	BCIS All in TPI	1.01	High-Level Estimate	£6,305,827	£0	£6,305,827	£0
	D11	Meanwhile Uses	Public art	**Developer Physical**	**ALL**	**ALL**			£1,875,000	Q4 2024	BCIS All in TPI	1.00	High-Level Estimate	£1,875,000	£450,000	£1,050,000	£375,000
	D12	Meanwhile Uses	ATS Site Sports Facilities	**Developer Financial**	**2**	**2**	**46%**	**2,900**	£4,318,058	**Q3 2024**	BCIS All in TPI	1.01	High-Level Estimate	£4,339,977		£4,339,977	
	D13	Meanwhile Uses	Travelling Showpeople Site	**Developer Physical**	**2**	**2**	**83%**	**2,900**	£5,284,439	Q2 2024	BCIS All in TPI	1.01	High-Level Estimate	£5,338,362		£5,338,362	
GROSS TOTAL COSTS									**£38,050,695**					**£38,402,091**	**£2,759,872**	**£24,155,626**	**£11,486,593**
GROSS TOTAL COSTS PER DWELLING														**£6,144**	**£1,840**	**£6,902**	**£9,189**

Tab 5
Green & Blue Infra

															24%	56%	20%
CATEGORY	**Tab Ref**	**SUB-CATEGORY**	**SPECIFIC ITEM**	**DELIVERED BY**	**Location within Application Area**	**Zone Responsible for Delivery**	**DELIVERY/FINAL PAYMENT TRIGGER (% occupations)**	**DELIVERY/FINAL PAYMENT TRIGGER (occupations)**	**BASE COST (£)**	**Cost Base Date**	**Indices**	**Indexation Rate**	**Cost Estimate Filter**	**INDEXED/UPDATED COST**	**1**	**2**	**3**
														6,250	**1,500**	**3,500**	**1,250**
	F1	Habitat Mitigation and Creation	RAMS Contribution	**Developer Financial**	**ALL**	**ALL**	**0%**	**Payable on commencement of each RM phase**	£1,059,063	Q1 2025	BCIS All in TPI	1.00	Informed Estimate	£1,059,063	£254,175	£593,075	£211,813
	F6a	Formal & Informal Recreation	OPA 2 Productive Landscapes	**Developer Physical**	**2**	**2**	**0%**	**Linked to relevant planning phase**	£1,204,000	Q2 2023	BCIS All in TPI	1.03	Informed Estimate	£1,244,867		£1,244,867	
	F6b	Formal & Informal Recreation	OPA 1 Productive Landscapes - ***INCLUDED IN COST ASSUMPTIONS FOR F8a***	**Developer Physical**	**See F8a spec sheet**												
	F6c	Formal & Informal Recreation	OPA 3 Productive Landscapes - ***INCLUDED IN COST ASSUMPTIONS FOR F8b***	**Developer Physical**	**See D8 spec sheet**												
Green & Blue Infra	**F7**	Destination Parks	Dukes Wood Nature Park	**Developer Physical**	**2**	**2**	**100%**	**3,500**	£5,707,200	Q2 2023	BCIS All in TPI	1.03	Informed Estimate	£5,900,917		£5,900,917	
	F7a	Destination Parks	Dukes Wood Nature Park - Commuted Sum	**Developer Financial**	**2**	**2**	**100%**	**3,500**	£1,447,617	Q1 2025	N/A			£1,447,617		£1,447,617	
	F8a	Destination Parks	Channels Discovery Park South	**Developer Physical**	**1**	**1**		**soft landscaping prior to 1st occupation and remainder to be delivered as per agreed timetable**	£3,195,884	Q2 2024	BCIS All in TPI	1.01	Informed Estimate	£3,228,495	£3,228,495		
	F8b	Destination Parks	Channels Discovery Park North	**Developer Physical**	**Costs incorporated within D8 spec sheets for Discovery Park North Sports Facilities & Pavilio**												
	F9a	Destination Parks	Park Farm Meadows South	**Developer Physical**	**2**	**2**	**50%**	**1,750**	£441,100	Q2 2023	BCIS All in TPI	1.03	High-Level Estimate	£456,072		£456,072	
	F9b	Destination Parks	Park Farm Meadows North	**Developer Physical**	**2**	**2**	**50%**	**1,750**	£445,500	Q2 2023	BCIS All in TPI	1.03	High-Level Estimate	£460,621		£460,621	
GROSS TOTAL COSTS									**£13,500,363**					**£13,797,652**	**£3,482,670**	**£10,103,169**	**£211,813**
GROSS TOTAL COSTS PER DWELLING														**£2,208**	**£2,322**	**£2,887**	**£169**

Tab 6
Education Breakdown

CATEGORY	COLUMN / ROW NUMBER	CATEGORY	SPECIFIC ITEM	DELIVERED BY	Location within Application Area	Zone Responsible for Delivery	DELIVERY/FINAL PAYMENT TRIGGER (% occupations)	DELIVERY/FINAL PAYMENT TRIGGER (occupations)	COST (£)	Cost Base Date	Indices	Indexation Rate	Cost Estimate Filter	INDEXED/UPDATED COST	24% 1	56% 2	20% 3	COMMENTS
														6,250	1,500	3,500	1,250	
Education & Skills	A1	Early years, childcare & education	EY&CC co-located	Developer Financial		ALL	*See education strategy		£5,568,838	Q4 2024	PUBSEC Index	1.02		£5,676,971	£1,362,473	£3,179,104	£1,135,394	
	A2a	Early years, childcare & education	EY&CC standalone * 1	Developer Physical	1	1	*See education strategy		£1,676,000	Q4 2024	PUBSEC Index	1.00		£1,676,000	£1,676,000			
	A2b	Early years, childcare & education	EY&CC standalone * 3	Developer Physical	2	2	*See education strategy		£5,028,000	Q4 2024	PUBSEC Index	1.00		£5,028,000		£5,028,000		
	A3	Early years, childcare & education	Primary	Developer Financial		ALL	*See education strategy		£37,125,587	Q4 2024	PUBSEC Index	1.02		£37,846,472	£4,523,061	£25,295,001	£8,028,411	Rebalancing costs. Note on Triggers (Great Belsteads Primary School) - Access delivered to site by 40 occupations in Zone 1 - Site full serviced by 150 occupations in Zone 1
	A4	Secondary Education	Secondary 6FE	Developer Financial		ALL	*See education strategy		£29,984,635	Q4 2024	PUBSEC Index	1.02		£30,566,861	£14,770,938	£15,795,923	£0	Rebalancing costs
	A5	Secondary Education	Post 16	Developer Financial		ALL	*See education strategy		£5,984,448	Q4 2024	PUBSEC Index	1.02		£6,100,651	£1,464,156	£3,416,364	£1,220,130	
	A6	SEND	SEND Primary & Secondary	Developer Financial		ALL	*See education strategy		£4,563,624	Q4 2024	PUBSEC Index	1.02		£4,652,238	£1,116,537	£2,605,253	£930,448	
	A7	Temproary Education	Temporary Education Costs	Developer Financial		ALL	*See education strategy		£9,898,674	Q1 2024	PUBSEC Index	1.02		£10,090,881	£4,176,689	£2,433,618	£3,480,574	Apportioned based on occupational cap of 3,624
TOTAL GROSS EDUCATION COSTS									£99,829,806					£101,638,074	£29,089,854	£57,753,263	£14,794,957	
TOTAL GROSS COSTS PER DWELLING														£16,262	£19,393	£16,501	£11,836	
Land Equalisation		Equalisation: Primary School													£0	-£1,704,127	£1,704,127	
		Equalisation: Secondary School													£2,577,491	-£4,725,401	£2,147,909	
		Net Total Education Payment: Primary School after Land Equalisation													£4,523,061	£23,590,874	£9,732,538	Actual payment figure post equalisation
		Net Total Education Payment: Secondary School after Land Equalisation													£17,348,429	£11,070,522	£2,147,909	Actual payment figure post equalisation
TOTAL NET EDUCATION COSTS														£101,638,074	£31,667,345	£51,323,735	£18,646,993	
TOTAL NET PER DWELLING														£16,262	£21,112	£14,664	£14,918	

Tab 7
Indexation

ROADCON Tender Price Index of Road Construction

This indices is applicable to Tab 4 (Movement) where the construction costs relate to road construction

Date	All-in Index
Q1 2023	279
Q4 2024	292
% Change	1.05

Date	All-in Index
Q1 2024	286
Q4 2024	292
% Change	1.02

Date	All-in Index
Q2 2024	290
Q4 2024	292
% Change	1.01

Date	All-in Index
Q3 2024	290
Q4 2024	292
% Change	1.01

PUBSEC Tender Price Index of Public Sector Building Non Housing

This indices is applicable to Tab 8 (Education) specifically A10 special education needs & disabilities. All other education costs are calculated seperately in a calculator aligned with the ECC Developers Contribution Guide

Date	Index
Q1 2023	301
Q4 2024	314
% Change	1.04

Date	Index
Q1 2024	309
Q4 2024	315
% Change	1.02

BCIS All-in TPI

This indices is applicable to all other infrastructure costs

Date	Index
Q2 2023	383
Q4 2024	396
% Change	1.03

Date	Index
Q2 2024	392
Q4 2024	396
% Change	1.01

Date	Index
Q1 2024	390
Q4 2024	396
% Change	1.02

Date	Index
Q3 2024	394
Q4 2024	396
% Change	1.01

Notes

Updates to this tab are required every quarter. Cells in yellow to be updated with new indices/quarter changes which in turn will automatically update tabs 3 - 8

Where a cost in Tabs 3 - 8 is updated with latest cost evidence, no indexation should be applied until the following quarter.

Once an actual implemented cost is confirmed - this cost is fixed in the IDP.

IDP will measure movement of actual costs v. indexation to measure if the infrastructure cost is increasing over indexation thus placing a greater burden on the delivery of the scheme.

ROADCON indices data published at a lag and therefore has to be measured using the latest available quarterly indices. Majority of data in IDP on movement is calculated from Q2 2024 base date and therefore using this index is not applicable.

Tab 8
Equalisation

Secondary Education

OPA	Proportional Split %	Ha	Equalised Contribution to OPA 2
1	24.0%	2.90	£2,577,491
2	56.0%	6.78	
3	20.0%	2.42	£2,147,909
TOTAL		**12.1**	**£4,725,401**

Primary Education

OPA	Proportional Split %	Ha	Equalised Contribuation to OPA 2
1	24.0%	2.3	
2	56.0%	5.4	
3	20.0%	1.9	£1,704,127
TOTAL		**9.6**	**£1,704,127**

Land Value included for equalisation (TBC):

£ per acre	£359,193
£ per ha	£887,566

Attachment 2

IDP Scope of Works

IDP Reference **C14** – Broomfield Corridor A1 (via Mill Lane)

Status – Indicative

Delivery & Triggers

Off-site delivery

Developer Financial – secured by Site Specific Section 106

Trigger Assumption – 790 occupations in Zone 1 and 802 occupations in Zone 3

Indexation – BCIS Road TPI from [fixed date from when cost provided and agreed].

Description & Budget

Maximum Budget = £380,000 (Base Cost in IDP)

The proposed scheme will broadly comprise:

- Improvements to the existing Public Right of Way Broomfield 38 (between Little Waltham Road and Mill Lane) to include resurfacing, speed management measures, and vegetation clearance, as required.
- Improvements to the existing footpath between Glebe Crescent and Main Road, Broomfield to include widening of the footpath (publicly owned land) and footways and any necessary vegetation clearance, as required.
- Introduction of a traffic-signal controlled crossing on Main Road, Broomfield, including footway widening and associated improvements to facilitate cycling from Church Green to the crossing.
- A scheme of directional signage for pedestrians and cyclists.
- Costs associated with conversion of footpaths on the route to cycle tracks with pedestrian rights of way.

Cost estimates exclude land acquisition costs.

Stakeholder Engagement

The Active Modes Strategy prepared as part of the evidence base for the DFD set out the proposals for the Broomfield A1 corridor and involves the use of Mill Lane, served from the ERWSTC and then connecting to the Great Waltham to City Centre Cycle Route. The DFD was agreed by CCC's cabinet on 24th January 2023 (subject to the completion of a legal Planning Framework Agreement).

An extract of the Active Modes Strategy can be found at **Appendix 1**.

Appendix 1

Corridor A1- A2 - Broomfield

3.9 Two corridors to Broomfield have been identified which are shown in **Figure 3.3.**

3.10 These corridors make use of established PROW's or roads. More direct corridors may be deliverable but would require the land acquisition or facilitation powers of CCC/ECC and would only be subject to contributions from the CGC applications in accordance with the IDP.

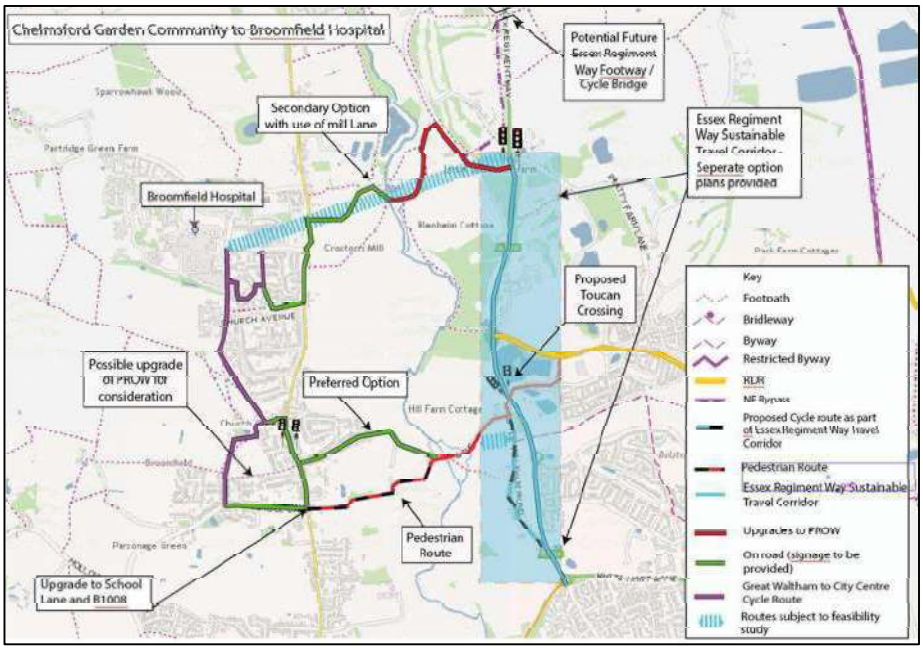


Figure 3.3: Corridor Site to Broomfield Hospital

3.11 The corridors are:

- Corridor A1 – This would involve the use of Mill Lane, served from the ERWSTC and then connecting to the Great Waltham to City Centre cycle route**.**
- Corridor A2 – This involves the use of the PROW from Back Lane to Croxton's Mill. This has been adjusted from the initial presentation, using the connection to the road linking to Croxton's Mill.

3.12 The crossing of ERW forms part of the ERWSTC as set out in **Appendix A.**

Aspirational Corridor

3.13 If possible, a more direct route would be advantageous**.** The IDP allows for contributions towards such a route if CCC or ECC obtain the land using the powers available to them,

which could include affording highways status which would allow improvements to be implemented pursuant to a S278 Agreement.

Main Road Boreham - Cycle crossing options

3.14 For reference DMRB/LTN1-20 defines the cycle crossing options, based on traffic volumes and pedestrian and cycle volumes. It is noted that a direct Bus Service from the CGC will be available to Broomfield Hospital and noting the circumstance of visits to hospitals the flow is likely to be low-medium.

Type of Crossing	Flows (24hr)		
	All vehicles (carriageway)	Cycles (crossing)	Pedestrians (crossing)
Parallel signal-controlled pedestrian/cycle	>8,000	Medium-High	Medium-High
Signal-controlled cycle-only	>8,000	Medium-High	None
Shared pedestrian/cycle or toucan	>8,000	Low-Medium	Low-Medium
Priority pedestrian/cycle (parallel)	3,000-8,000	Medium	Low-Medium
Mid-link cycle priority	3,000-8,000	Low to Medium	n/a
Uncontrolled (central refuge)	3,000-8,000	Low	Low

Table 3.2: Cycle Crossing Options

3.15 Therefore, it is likely therefore that cyclists could share facilities with pedestrians. However, consideration has been made as to what measures might be introduced for cyclists at the Mill Lane/Broomfield Road junction. With reference to **Figure 3.4** a potential measure within the space available, subject to detailed design considerations, could be to introduce an island protected right turn.

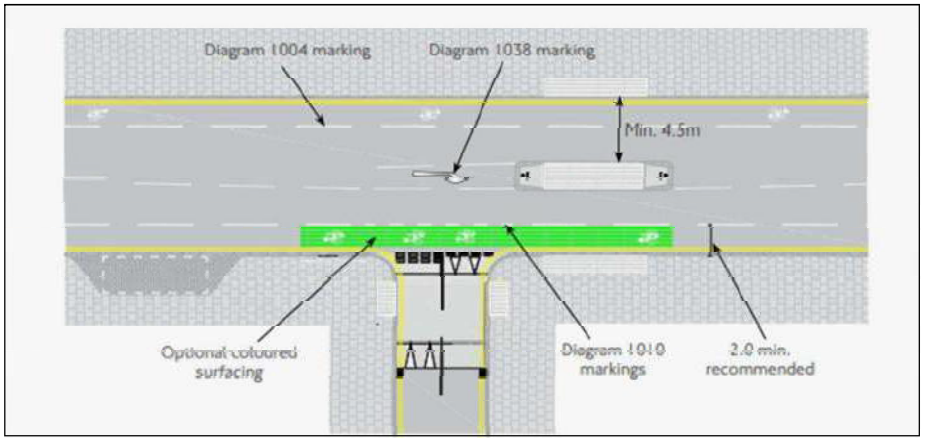


Figure 3.4: Island-protected cycle right turn into side road

Summary of the Corridor Proposals

Corridor Name	Details	New infrastructure	LTN 1/20 Issues	Lighting	Signage
A1a	Mixture of on/off road	Surfacing on the PROW	Safe Crossing Point on ERWSTC	Required	Required
A1b (southern corridor)	On Road Residential and B road	Segregated Cycleway crossing point on B road	Main Road 40mph, no segregated cycleway	Sufficient	Required
A1c Southern Corridor	Off Road cycle track (Great Waltham to City Centre Cycle Route	ECC Proposal	ECC Proposal	Required	Required
A2a (Northern Corridor)	Off Road	Surfacing on the PROW	Safe Crossing Point on ERWSTC	Required	Required
A2b Northern Corridor	On Road	Segregated Cycleway	Main Road 40mph, no segregated cycleway	Sufficient	Required
A2c (Northern Corridor	Use of Great Waltham to City Centre Cycle Route	ECC Proposal	ECC Proposal	Required	Required

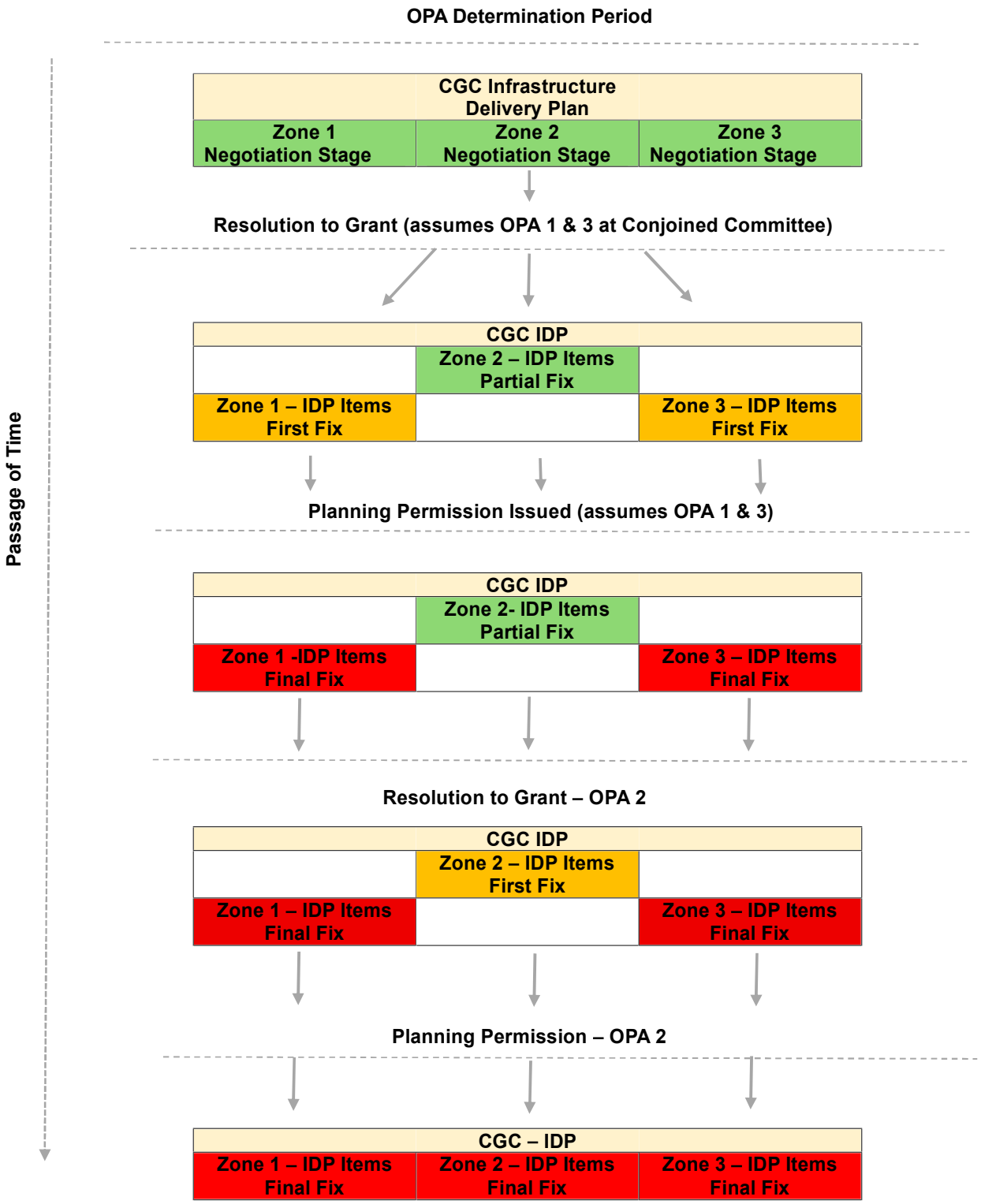
Table 3.3: Summary of Broomfield Proposals

The Corridor connecting to Great Leighs, Great Notley and Braintree (Skyliner)

3.16 The Cycle Strategy considers the use of the existing rural roads, which would experience traffic relief due to the CNEB Phase 1 implementation, notably: Domsey Lane, Leighs Road, Boreham Road.

Attachment 3

IDP Process to Final Fix - Worked Example



Attachment 4

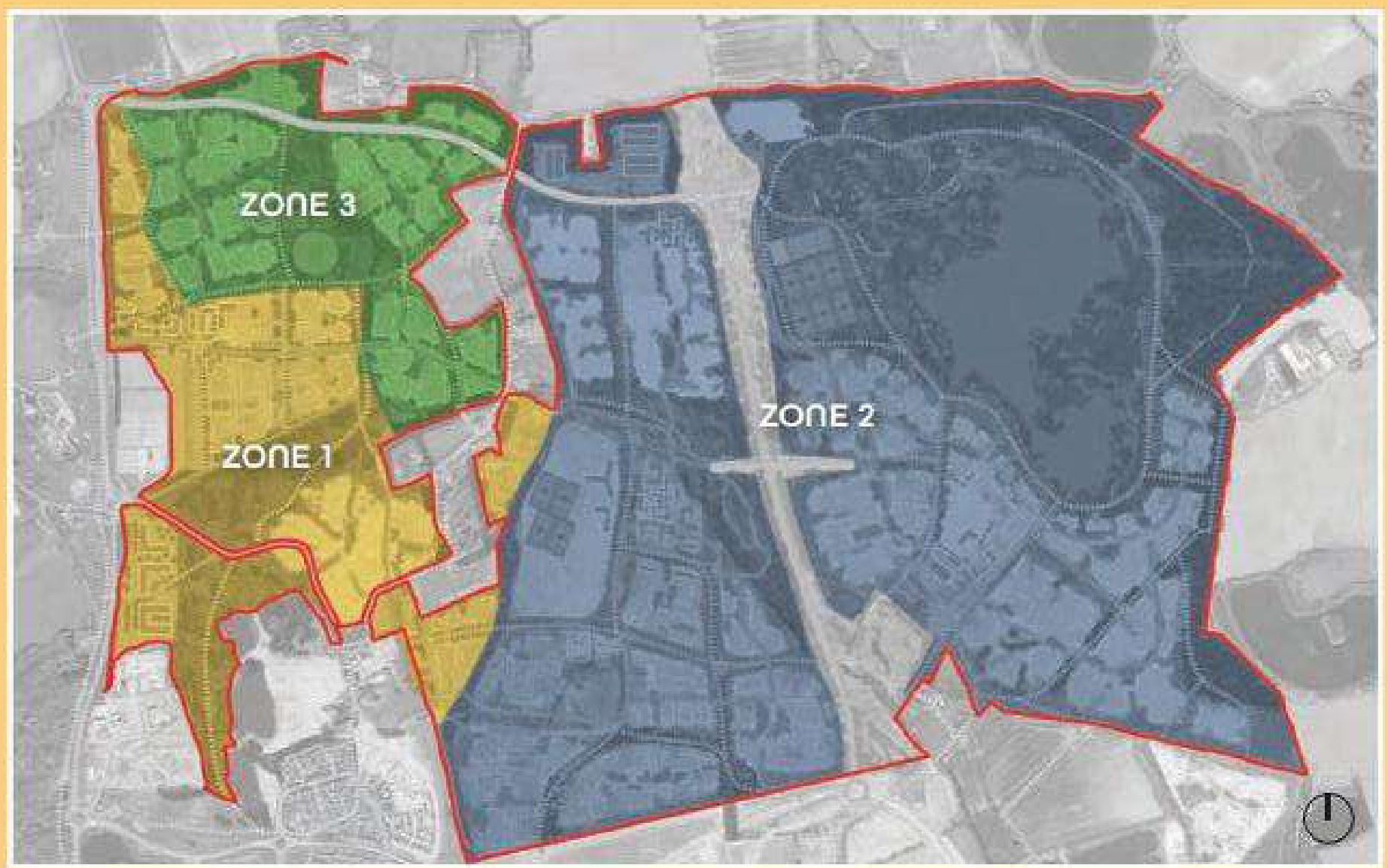
				
	IDP Stage 1 – Identified Concept	**IDP Stage 2 – Initial Proposal**	**IDP Stage 3 – Developed Design**	**IDP Stage 4 – Technical Design & Payment**
Stage Outcome	Infrastructure or financial contribution item identified as a planning policy or potential planning application requirement.	Costs of infrastructure items and financial contributions are updated in the IDP based on Planning Application submission and/or Consultee/Officer feedback post submission.	Sufficient supporting environmental /technical information is available to allow firm design proposals and cost plans to be produced Financial Contributions included in the IDP with a good degree of certainty	Item that has an approved or agreed final design and cost plan. Technical design co-ordinated Detailed design completed
Main Outputs/ Deliverables	Item categorised and listed within emerging IDP schedules Initial cost assumption inputted on the basis of relevant available information / comparable data / build cost assumptions e.g. BCIS	Establish item parameters: e.g. broad location, nature, scale, maximum floorspace Outline Design proposals Initial cost plans (where relevant & applicable) Establish initial estimates of likely financial contributions Statutory consultee / Officer feedback	Undertake design work, engineering analysis and costing exercises to test and agree designs/specifications Detailed or Outline Planning Application capable of committee recommendation or officer approval. Statutory / Non-Statutory Consultee Sign Off	Detailed technical drawings and /or supporting information produced and submitted. Detailed cost plans produced Financial Contributions paid at agreed triggers
Planning Stage	Masterplanning / Pre-Application Stage	Outline planning application Stage	Detailed/Reserved Matters Planning Application & Outline Planning Application Negotiation	Section 106 / Planning Condition Discharge
Requirements for Sign-Off	Informal agreement on current IDP Schedule of items	Initial Design parameters and cost assumptions agreed	Committee Resolution / Officer Approval Cost Plan agreed (where applicable)	Section 106 Obligation / Condition Discharge Approval

Developer Financial Contributions	Initial estimate based on emerging masterplan and relevant available planning policy/guidance as well as industry standard averages	Estimate based on planning policy / guidance and/or initial consultee comments.	Agreed position to allow confirmation of the IDP baseline for the relevant OPA that can be reported to committee.	Final financial contributions crystalised in s106 and inputted into IDP for each OPA
Stage Status	Estimate only – no formal agreement required	Budgeted figure – Agreed in principle with ECC, CCC and statutory consultees	Draft Cost Plan(s) – Agreed with Gerald Eve and Aecom on behalf of ECC and CCC	Final Cost Plans – Agreed with Gerald Eve and Aecom on behalf of ECC and CCC

APPENDIX 1

CGC Stage 2

3 OUTLINE PLANNING APPLICATIONS



APPENDIX 2

Turner Morum
Chelmsford Garden Community
6% Residual Appraisal Model OPA 2 **Tab 1B**

Unit Type	Tenure	Beds	No. Units	Average ft2	Average m2	Total ft2	Total m2	£s per ft2	Unit Value	Total Value	Market	BTR	Affordable	Commercial
Flat	Private	1	165	550	51	90,750	8,431	£450.00	£247,500	£40,837,500				
Flat	Private	2	220	700	65	154,000	14,307	£450.00	£315,000	£69,300,000				
House	Private	2	603	800	74	482,400	44,816	£450.00	£360,000	£217,080,000				
House	Private	3	120	899	84	107,880	10,022	£450.00	£404,550	£48,546,000				
House	Private	3	399	930	86	371,070	34,474	£450.00	£418,500	£166,981,500				
House	Private	3	301	960	89	288,960	26,845	£450.00	£432,000	£130,032,000				
House	Private	3	333	1,000	93	332,992	30,936	£450.00	£450,000	£149,846,598				
House	Private	3	165	1,100	102	181,500	16,862	£450.00	£495,000	£81,675,000				
House	Private	4	179	1,170	109	209,430	19,457	£450.00	£526,500	£94,243,500				
House	Private	4	182	1,220	113	222,040	20,628	£450.00	£549,000	£99,918,000				
House	Private	4	178	1,370	127	243,860	22,655	£450.00	£616,500	£109,737,000				
House	Private	4	179	1,530	142	273,870	25,443	£450.00	£688,500	£123,241,500				
House	Private	5	172	1,750	163	301,000	27,964	£450.00	£787,500	£135,450,000				
House	Private	5	96	2,020	188	193,920	18,016	£450.00	£909,000	£87,264,000				
TOTAL MARKET HOUSING			**3,292**	**1,049**	**97**	**3,453,672**	**320,857**	**£450.00**	**£472,101**	**£1,554,152,598**	**£1,554,152,598**			
Flat	BTR	1	0	0	0	0	0	£0.00	£0	£0				
Flat	BTR	2	0	0	0	0	0	£0.00	£0	£0				
House	BTR	3	0	0	0	0	0	£0.00	£0	£0				
House	BTR	4	0	0	0	0	0	£0.00	£0	£0				
TOTAL BTR			**0**	**0**	**0**	**0**	**0**	**£0.00**	**£0**	**£0**		**£0**		
Flat	Aff Rent	1	32	550	51	17,850	1,658	£247.50	£136,125	£4,417,994				
Flat	Aff Rent	2	39	655	61	25,612	2,379	£247.50	£162,113	£6,338,972				
House	Aff Rent	2	39	808	75	31,564	2,932	£247.50	£199,980	£7,812,115				
House	Aff Rent	3	21	1,001	93	20,822	1,934	£247.50	£247,758	£5,153,555				
House	Aff Rent	4	14	1,141	106	16,182	1,503	£247.50	£282,391	£4,004,962				
TOTAL AFF RENT		**4%**	**146**	**769**	**71**	**112,031**	**10,408**	**£247.50**	**£190,430**	**£27,727,598**				
Flat	Shared Ownership	1	6	550	51	3,432	319	£315.00	£173,250	£1,081,119				
Flat	Shared Ownership	2	12	655	61	8,175	759	£315.00	£206,325	£2,575,030				
House	Shared Ownership	2	25	808	75	20,168	1,874	£315.00	£254,520	£6,353,050				
House	Shared Ownership	3	19	1,023	95	19,143	1,778	£315.00	£322,110	£6,030,113				
House	Shared Ownership	4	0	0	0	0	0	£0.00	£0	£0				
TOTAL SHARED OWNERSHIP		**2%**	**62**	**816**	**76**	**50,918**	**4,730**	**£315.00**	**£257,031**	**£16,039,312**				
TOTAL AFFORDABLE UNITS			**208**	**783**	**73**	**162,949**	**15,138**	**£268.59**	**£210,410**	**£43,766,910**			**£43,766,910**	
TOTAL RESIDENTIAL GDV		**6%**	**3,500**	**1,033**	**96**	**3,616,622**	**335,995**	**£441.83**	**£456,548**	**£1,597,919,508**				
			acres	**ha**		**sq ft**	**sqm**		**£ per acre**					
Serviced Employment Land			18.21	7.37		793,283	73,698		£500,000	**£9,105,635**				**£9,105,635**
TOTAL GROSS DEVELOPMENT VALUE			**3,500**	**1,260**	**117**	**4,409,904**	**409,694**	**£364.41**	**£459,150**	**£1,607,025,143**				
Gross Ha/ Acres						320.52	792.00							
Net acres (incl frontage roads)						99.58	246.06							
Dwelling density net per Ha/ acre (all tenures)							14.22							
Sq ft per net acre (all tenures all uses)							14,698							
Average market units sales values psf							£450							
Less fees and marketing costs (market housing only) @									3.00%	(£46,624,578)	(£46,624,577.94)			
Less fees and marketing costs (BTR & FH housing only) @									2.00%	£0				
Less affordable disposal costs (affordable rent/SO only) @									0.50%	(£218,835)			(£218,834.55)	
Less commercial disposal costs (commercial units only) @									2.00%	(£182,113)				(£182,112.70)
						Net to Gross	**sqm**	**sq ft**	**£/sq ft**					
Build Costs - **RESIDENTIAL** - **Housing BCIS** £ per sq ft @ (see Tab 3)							308,141	3,316,802	£129.51	(£429,559,063)	(£410,205,010.78)	£0.00	(£19,354,053)	
Build Costs - **RESIDENTIAL** - **Flats BCIS** £ per sq ft @ (see Tab 3)					9%	**15%**	32,032	344,792	£142.89	(£49,267,358)	(£47,047,586.69)	£0.00	(£2,219,772)	
							340,174	**3,661,594**	**£130.77**					
Externals									**13%**	(£62,247,435)				
Design Code Uplift									**£6.25**	(£22,884,966)				
							Applicable Units (estimate)	**Applicable Sq ft**	**£ psf**					
Allowance for Piled Foundations							2,318	2,395,237	£10.50	(£25,149,987)	(£23,655,304.44)		(£1,494,682.09)	
Contingency									**5%**	(£29,678,040)	(£22,862,629.87)	£0.00	(£1,078,691.21)	£0.00
Future Environmental Standards								£15,459.25	**10%**	(£54,107,386)	(£45,725,259.75)	£0.00	(£2,157,382.42)	
							Average size sqm	**Units**	**£ per unit**					
External Garages (cost not included in BCIS)							12	594	£7,500	(£4,452,000.00)	(£4,452,000.00)			
Construction Fees														
Architects & Planning							2.0%	(£12,953,364)			(£9,145,051.95)	£0.00	(£431,476.48)	
Quantity Surveyor							2.0%	(£12,953,364)			(£9,145,051.95)	£0.00	(£431,476.48)	
Engineers							2.0%	(£12,953,364)			(£9,145,051.95)	£0.00	(£431,476.48)	
Proj Management & CDM							2.0%	(£12,953,364)			(£9,145,051.95)	£0.00	(£431,476.48)	
							8.0%		(£51,813,456)	(£51,813,456)				
Developer Profit on Market Housing							20.0%	(£310,830,520)			(£310,830,519.61)			
Developer Profit on BTR							15.0%	£0						
Developer Profit on First Homes							12.0%	£0						
Developer Profit on Affordable Housing							6.0%	(£2,626,015)					(£2,626,014.60)	
Developer Profit on Commercial							15.0%	(£1,365,845)						(£1,365,845.25)
							19.6%		(£314,822,379)	(£314,822,379)				
GROSS SURPLUS BEFORE ABNORMALS, 106 etc										**£516,017,548**	**£606,169,501**		**£12,891,575**	**£7,557,677**
				£ per dwelling		**Dwellings**								
Site Wide Infrastructure				£37,054		3,500	(£129,689,501)							
Site Abnormals				£21,467		3,500	(£75,133,904)							
								(£204,823,405)						
IDP Costs	NB: IDP costs reduced by CIL recycling payment - see Tab 4a			£39,543		3,500	(£138,399,899)							
								(£138,399,899)						
Stewardship Costs				£3,850		3,500	(£13,475,000)							
								(£13,475,000)						
HIF Recycling						100%	£0							
								£0						
						sqm market housing (incl garages - no custom build)					327,980.18			
				Charge psm										
CIL				£205.36		311,581	(£63,986,309)					£ 99,972,993,156		
								(£63,986,309)						
Penalty Payments for Modal Share Targets/Specialist Resi Accomm Commuted Sum Payment							(£2,687,403)							
								(£2,687,403)						
Purchasers Costs					*SDLT*	4.99%	(£3,553,500)							
					Legals	1.80%	(£1,283,040)							
								(£4,836,540)						
Construction Finance Costs (Cashflow - see tab 5)							(£16,528,993)							
								(£16,528,993)						
									(£444,737,548)					
										(£444,737,548)				
Residual Land Value										**£71,280,000**				
							£ per acre	**Gross Acres**	**BLV**					
BASE EUV POSITION							£90,000	792.00	**£71,280,000**	**£71,280,000**				
Surplus / Deficit										**£0**				
VIABLE/ NON-VIABLE?										**VIABLE**				

Finance as a % of	
Costs	**GDV**
1.0%	**1.0%**

BLV as % of GDV
4%

Affordable	6%	OPA 2

Ref	Tenure	Beds	No. Units	Average ft2	Average m2	Total ft2	Total m2	£s per ft2	Unit Value	Total Value
Flat	1 Bed Flat	1	165	550	51	90,750	8,431	£450.00	£247,500	£40,837,500
Flat	2 Bed Flat	2	220	700	65	154,000	14,307	£450.00	£315,000	£69,300,000
House	2 Bed Terrace	2	603	800	74	482,400	44,816	£450.00	£360,000	£217,080,000
House	3 Bed Terrace	3	120	899	84	107,880	10,022	£450.00	£404,550	£48,546,000
House	3 Bed Terrace	3	399	930	86	371,070	34,474	£450.00	£418,500	£166,981,500
House	3 Bed Terrace	3	301	960	89	288,960	26,845	£450.00	£432,000	£130,032,000
House	3 Bed Terrace	3	333	1,000	93	332,992	30,936	£450.00	£450,000	£149,846,598
House	3 Bed Semi	3	165	1,100	102	181,500	16,862	£450.00	£495,000	£81,675,000
House	4 Bed Semi	4	179	1,170	109	209,430	19,457	£450.00	£526,500	£94,243,500
House	4 Bed Semi	4	182	1,220	113	222,040	20,628	£450.00	£549,000	£99,918,000
House	4 Bed Detached	4	178	1,370	127	243,860	22,655	£450.00	£616,500	£109,737,000
House	4 Bed Detached	4	179	1,530	142	273,870	25,443	£450.00	£688,500	£123,241,500
House	5 Bed Detached	5	172	1,750	163	301,000	27,964	£450.00	£787,500	£135,450,000
House	5 Bed Detached	5	96	2,020	188	193,920	18,016	£450.00	£909,000	£87,264,000
TOTAL PRIVATE RESIDENTAL			**3,292**	**1,049**	**97**	**3,453,672**	**320,857**	**£450.00**	**£472,101**	**£1,554,152,598**
Flat	BTR	1	0	550	51	0	0	£0.00	£0	£0
Flat	BTR	2	0	655	61	0	0	£0.00	£0	£0
House	BTR	3	0	910	85	0	0	£0.00	£0	£0
House	BTR	4	0	1,148	107	0	0	£0.00	£0	£0
TOTAL BTR		**0%**	**0**	**0**	**0**	**0**	**0**	**£0.00**	**£0**	**£0**
Flat	First Homes	1	0	550	51	0	0	£315.00	£173,250	£0
Flat	First Homes	2	0	655	61	0	0	£315.00	£206,325	£0
House	First Homes	2	0	808	75	0	0	£315.00	£250,000	£0
House	First Homes	3	0	1,001	93	0	0	£315.00	£250,000	£0
House	First Homes	4	0	1,141	106	0	0	£315.00	£250,000	£0
TOTAL FH		**0%**	**0**	**0**	**0**	**0**	**0**	**£0.00**	**£0**	**£0**
Flat	Rented	1	32	550	51	17,850	1,658	£247.50	£136,125	£4,417,994
Flat	Rented	2	39	655	61	25,612	2,379	£247.50	£162,113	£6,338,972
House	Rented	2	39	808	75	31,564	2,932	£247.50	£199,980	£7,812,115
House	Rented	3	21	1,001	93	20,822	1,934	£247.50	£247,758	£5,153,555
House	Rented	4	14	1,141	106	16,182	1,503	£247.50	£282,391	£4,004,962
TOTAL RENT		**70%**	**146**	**769**	**71**	**112,031**	**10,408**	**£247.50**	**£190,430**	**£27,727,598**
Flat	Shared O	1	6	550	51	3,432	319	£315.00	£173,250	£1,081,119
Flat	Shared O	2	12	655	61	8,175	759	£315.00	£206,325	£2,575,030
House	Shared O	2	25	808	75	20,168	1,874	£315.00	£254,520	£6,353,050
House	Shared O	3	19	1,023	95	19,143	1,778	£315.00	£322,110	£6,030,113
House	Shared O	4	0	1,141	106	0	0	£315.00	£0	£0
TOTAL SHARED OWN		**30%**	**62**	**816**	**76**	**50,918**	**4,730**	**£315.00**	**£257,031**	**£16,039,312**
TOTAL AFFORDABLE		**6%**	**208**	**783**	**73**	**162,949**	**15,138**	**£268.59**	**£210,410**	**£43,766,910**
TOTAL RESIDENTIAL		***units**	**3,500**	**1,033**	**96**	**3,616,622**	**335,995**	**£441.83**	**£456,548**	**£1,597,919,508**

Turner Morum
Chelmsford Garden Community

BCIS **Q4 2024 LQ Data - 5 Year Averages** **Tab 3**

DESCRIPTION	£ psm	£ psf	Location 0.99	Externals	Contingency	COST
Estate Housing Generally - LQ	£ 1,400.00	£ 130.06	£129.51	£ 129.51	£ 129.51	£ 129.51
Flats (Apartments) Generally - LQ	£ 1,544.00	£ 143.44	£142.89	£ 142.89	£ 142.89	£ 142.89

Chelmsford ***0.99***

BCIS Update: 22nd March 2025

Turner Morum
Chelmsford Garden Community **Tab 3a**

Specialist Residential Accommodation Planning Advice Note April 2021
Charge per dwelling ***£457.5***

Breakdown	Dwellings	£
Total	6,250	**£2,859,375**
opa 1	1,500	£686,250.0
opa 2	3,500	£1,601,250.0
opa 3	1,250	£571,875.0

MMF not included in IDP

Breakdown	Dwellings	£
Total	6,250	**£1,939,559**
opa 1	1,500	**£465,494**
opa 2	3,500	**£1,086,153**
opa 3	1,250	**£387,912**

IDP Summary **Tab 4**

Description	REF (IDP Tabs 3 - 8)	OPA 1	OPA 2	OPA 3	IDP Cost
Health & Wellbeing	Tab 3	£2,395,468	£7,175,526	£279,038	£9,850,032
Movement	Tab 4	£24,306,443	£45,330,712	£24,921,187	£94,558,343
Community & Leisure	Tab 5	£2,759,872	£24,155,626	£11,486,593	£38,402,091
Green & Blue Infra	Tab 6	£3,482,670	£10,414,299	£211,813	£14,108,782
Education after equalisation	Tab 8	£31,667,345	£51,323,735	£18,646,993	£101,638,074
TOTAL	**£0**	**£64,611,798**	**£138,399,899**	**£55,545,625**	**£258,557,321**
				IDP TOTAL COST without HIF:	**£258,557,321**

HIF Rebalanced Payment		£0	£0	£0	£0
		£0.00	£0.00	£0.00	
				IDP TOTAL COST with HIF:	**£258,557,321**

Arcadis Cost Plan (base date Q1 2023)	£64,611,798	£138,399,899	£55,545,625	
	£43,074.53	**£39,542.83**	**£44,436.50**	

Item Description	OPA 1 Abnormal Cost	OPA 2 Abnormal Cost	OPA 3 Abnormal Cost		
Site Wide Earthworks		**£30,584,329**			
Remediation		**£34,878,175**			
Other minor connections to existing					
Strategic infrastructure - Primary roads					
Storm water drainage					
Attenuation ponds and swales					
Foul water drainage					**£54,507,967**
Foul water drainage - Off Site					
Upgrading of Beaulieu Pumping Station/ Intermediate Pur	£220,560	£837,618	£ 141,822		
On site pumping stations and rising main					
General POS Areas within Phases					
Professional Fees	£24,482	£3,487,836	£ 15,742		
LA Fees	£5,514	£20,103	£ 3,546		
Risk	£12,528	£1,746,494	£ 8,056		
Total Abnormals Identified in Arcadis CP	**£263,084**	**£71,554,555**	**£169,166**		
Total Strategic Infrastructure	**£34,505,747**	**£124,122,022**	**£31,681,300**		
TOTAL	**£34,768,831**	**£195,676,577**	**£31,850,466**	**£**	**34,768,831.00**

Indexation to Apply to Infrastructure	BCIS ALL IN TPI
Q1 2023	379
Q4 2024	396
Uplift %	**104%**

Inputs	OPA 1	OPA 2	OPA 3
Total Abnormals in Arcadis CP **post indexation**	£274,884	£74,764,126	£176,754
Total Additional Abnormals identified by OPA's	£784,441	£369,778	£7,324,810
Total Strategic Infrastructure **post indexation**	£36,053,498	£129,689,501	£33,102,360
TOTAL	**£37,112,824**	**£204,823,405**	**£40,603,925**

Item Description	OPA 1 Abnormal Cost	OPA 2 Abnormal Cost	OPA 3 Abnormal Cost
Silt Lagoon Remediation			
District Level Licence	£594,951	£369,778	
Bulk Filling of 'reservoir' & 'kettle hole'	£189,490		
Offsite high voltage point of connection associated BWIC			
Archaelogy and further abnormal costs			£7,324,810
TOTALS	**£784,441**	**£369,778**	**£7,324,810**

Infrastructure Items to be delivered through CIL recycling

Education **Tab 4a**

Sub-Category	Item	OPA 1	OPA 2	OPA 3	IDP Cost
Early years, childcare & education	Primary	£4,505,185	£25,295,001	£8,046,287	£37,846,472
Secondary Education	Secondary 6FE	£14,808,264	£15,758,597	£0	£30,566,861
Secondary Education	Post 16	£1,464,156	£3,416,364	£1,220,130	£6,100,651
SEND	SEND Primary & Secondary	£1,116,537	£2,605,253	£930,448	£4,652,238
Temproary Education	Temporary Education Costs	£4,176,689	£2,433,618	£3,480,574	£10,090,881
TOTAL		**£26,070,832**	**£49,508,833**	**£13,677,439**	**£89,257,103**

Monitor & Manage Items (Movement & Access)

Sub-Category	Item	OPA 1	OPA 2	OPA 3	IDP Cost
Highways	MMF Pentalty Payments for Modal Share Target	£471,480	£1,100,120	£392,900	£1,964,500
Highways	Additional Traffic Management within the Zone 1,2 and 3	£840,000	£1,960,000	£700,000	£3,500,000
TOTAL		**£1,311,480**	**£3,060,120**	**£1,092,900**	**£5,464,500**

TOTAL IDP ITEMS FOR CIL RECYCLING		**£27,382,312**	**£52,568,953**	**£14,770,339**	**£94,721,603**

**Total IDP items for CIL recycling should exceed the CIL recycling figure for each OPA - this allows the full extent of the 85% recycling figure to be used to deliver on-site infrastructure*

TOTAL ASSUMED CIL COST		-£17,780,380	-£63,986,309	-£15,498,503	**-£97,265,193**
CIL Recycled Adjustment		-£10,103,831	£0	-£10,253,669	**-£20,357,500**
		57%	0%	66.2%	

IDP Summary **Tab 4**

		-£7,676,549	-£63,986,309	-£5,244,835	
Description	**REF (IDP Tabs 3 - 8)**	**OPA 1**	**OPA 2**	**OPA 3**	**IDP Cost**
Health & Wellbeing	Tab 3	£2,395,468	£7,175,526	£279,038	£9,850,032
Movement	Tab 4	£24,306,443	£45,330,712	£24,921,187	£94,558,343
Community & Leisure	Tab 5	£2,759,872	£24,155,626	£11,486,593	£38,402,091
Green & Blue Infra	Tab 6	£3,482,670	£10,414,299	£211,813	£14,108,782
Education after equalisation	Tab 8	£31,667,345	£51,323,735	£18,646,993	£101,638,074
TOTAL	**£0**	**£64,611,798**	**£138,399,899**	**£55,545,625**	**£258,557,321**

TOTAL IDP AFTER ACCOUNTING FOR CIL RECYCLING		**£54,507,967**	**£138,399,899**	**£45,291,956**	**£238,199,822**
		£36,338.64	£39,542.83	£36,233.56	

Chelmsford Gordon Community
Viability Analysis

Finance Cashflow -£16,528,993

			3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22					
			0	42.8292978	151.3076185	368.445643	518.1719065	645.04412	741.796323	796.2445658	846.5005505	919.0586006	1134.200755	1340.854299	1593.859648	1817.602654	2072.318642	2315.246932	2566.009758	2797.372535	2988.3735.37						
			0%	1%	4%	11%	15%	18%	21%	23%	24%	26%	32%	38%	46%	52%	59%	66%	73%	80%	85%	90%	94%			100%	Tab 5b
CASHFLOW			**2027/28**	**2028/29**	**2029/30**	**2030/31**	**2031/32**	**2032/33**	**2033/34**	**2034/35**	**2035/36**	**2036/37**	**2037/38**	**2038/39**	**2039/40**	**2040/41**	**2041/42**	**2042/43**	**2043/44**	**2044/45**	**2045/46**	**2046/47**	**2047/48**	**2048/49**	**2049/50**	**2050/51**	**2051/52**	**TOTALS**
Income																											
Resi Units		3,500	0	43	108	217	150	127	97	54	50	73	215	207	253	224	255	243	251	231	191	168	120	94	77	47	5	3,500
Market Units (including BTR)		3,292	0	40	102	204	141	119	91	51	47	68	202	194	238	210	240	228	236	218	180	158	113	88	72	44	4	3,292
Affordable Units		208	0	3	6	13	9	8	6	3	3	4	13	12	15	13	15	14	15	14	11	10	7	6	5	3	0	208
Custom Build Plots		0																									0
Commercial (sqm)		73,698				20,000				53,698																	73,698
Market Housing GDV (including garages & BTR)		£1,554,152,598	£0	£19,018,074	£48,168,106	£96,418,750	£66,484,989	£56,336,794	£42,962,196	£24,177,394	£22,315,848	£32,218,938	£95,532,496	£91,763,183	£112,345,406	£99,351,650	£113,105,013	£107,870,743	£111,349,628	£102,735,160	£84,812,772	£74,789,386	£53,496,774	£41,740,088	£34,191,357	£20,870,949	£2,096,791	£1,554,152,598
BTR																											
Affordable GDV		£43,766,910	£0	£535,573	£1,356,503	£2,715,274	£1,872,302	£1,586,516	£1,209,870	£680,866	£628,443	£907,326	£2,690,316	£2,584,168	£3,163,789	£2,797,869	£3,185,181	£3,037,777	£3,135,747	£2,893,153	£2,388,435	£2,106,164	£1,506,537	£1,175,454	£962,872	£587,727	£59,048	£43,766,910
Custom Build GDV		£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Commercial GDV		£9,105,635	£0	£0	£0	£2,471,052	£0	£0	£0	£6,634,583	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£9,105,635
CIL Recycling		£0						£0	£0	£0	£0	£0	£0		£0												£0
INCOME		**£1,607,025,143**	**£0**	**£19,553,647**	**£49,525,609**	**£101,605,076**	**£68,357,291**	**£57,923,310**	**£44,172,066**	**£31,492,843**	**£22,944,291**	**£33,126,264**	**£98,222,813**	**£94,347,351**	**£115,509,195**	**£102,149,518**	**£116,290,194**	**£110,908,520**	**£114,485,375**	**£105,628,313**	**£87,201,208**	**£76,895,551**	**£55,003,311**	**£42,915,553**	**£35,154,229**		**£2,155,839**	**£1,585,547,367**
IRF Recycling Payments						**10%**		**20%**		**20%**		**20%**		**30%**														**100%**
IDP Cashflow Profile			**1%**	**1%**	**9%**	**3%**	**1%**	**2%**	**2%**	**2%**	**2%**	**2%**	**11%**	**10%**	**3%**	**4%**	**10%**	**1%**	**2%**	**1%**	**6%**	**16%**	**0%**	**0%**	**0%**	**0%**	**0%**	**100.000%**
Education Cashflow Profile			**0%**	**0%**	**1%**	**1%**	**1%**	**4%**	**20%**	**0%**	**0%**	**0%**	**3%**	**1%**	**17%**	**0%**	**0%**	**19%**	**1%**	**13%**	**0%**	**0%**	**12%**	**0%**	**0%**	**0%**	**7%**	**100.000%**
CIL Payment Profile			**0%**	**1%**	**7%**	**7%**	**5%**	**0%**	**0%**	**0%**	**1%**	**7%**	**8%**	**7%**	**8%**	**10%**	**11%**	**3%**	**6%**	**5%**	**3%**	**7%**	**4%**	**0%**	**0%**	**0%**	**0%**	**100.000%**
Market housing fee and marketing	3.00%	-£46,624,578	£0	-£570,542	-£1,445,073	-£2,892,562	-£1,994,550	-£1,690,104	-£1,288,866	-£725,322	-£669,475	-£966,568	-£2,865,975	-£2,752,896	-£3,370,362	-£2,980,549	-£3,393,150	-£3,236,123	-£3,340,489	-£3,082,055	-£2,544,383	-£2,243,682	-£1,604,903	-£1,252,203	-£1,025,741	-£626,181	-£62,904	-£46,624,578
BTR disposal	2.00%	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Affordable disposal	0.50%	-£218,805	£0	-£2,678	-£6,783	-£13,576	-£9,362	-£7,933	-£6,049	-£3,404	-£3,142	-£4,537	-£13,452	-£12,921	-£15,819	-£13,989	-£15,926	-£15,189	-£16,479	-£14,466	-£11,942	-£10,531	-£7,533	-£5,877	-£4,814	-£2,939	-£295	-£218,805
Commercial disposal	2.00%	-£182,113	£0	£0	£0	-£49,421	£0	£0	£0	-£132,692	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	-£182,113
Build Costs - Total	7,060,369	-£672,894,235	-£8,234,167	-£20,855,554	-£41,745,979	-£28,785,697	-£24,391,880	-£18,601,143	-£10,467,974	-£9,661,989	-£13,949,684	-£41,362,261	-£39,730,279	-£48,641,669	-£43,015,823	-£48,970,552	-£46,704,295	-£48,210,531	-£44,480,765	-£36,720,992	-£32,381,213	-£23,142,250	-£18,072,017	-£14,803,673	-£9,036,008	-£907,838		-£672,894,235
Garages - Single	1060	-£4,452,000	-£54,479	-£137,984	-£276,200	-£190,452	-£161,381	-£123,069	-£69,258	-£63,926	-£92,294	-£273,661	-£262,863	-£321,823	-£284,601	-£323,999	-£309,005	-£318,970	-£294,293	-£242,953	-£214,240	-£153,246	-£119,568	-£97,944	-£59,784	-£6,006		-£4,452,000
Fees		-£51,813,456	-£634,038	-£1,605,896	-£3,214,478	-£2,216,524	-£1,878,197	-£1,432,305	-£806,043	-£743,982	-£1,074,138	-£3,184,931	-£3,059,367	-£3,745,452	-£3,312,257	-£3,770,776	-£3,596,272	-£3,712,254	-£3,425,059	-£2,827,549	-£2,493,382	-£1,783,514	-£1,391,661	-£1,139,896	-£695,781	-£69,904		-£51,813,456
Site infrastructure (roads, utilities etc)		-£129,689,501	-£1,587,003	-£4,019,571	-£8,045,863	-£5,547,978	-£4,701,141	-£3,585,070	-£2,017,533	-£1,862,192	-£2,688,576	-£7,971,908	-£7,657,370	-£9,374,896	-£8,290,605	-£9,438,283	-£9,001,499	-£9,291,802	-£8,572,949	-£7,077,378	-£6,240,956	-£4,464,150	-£3,483,089	-£2,853,169	-£1,741,545	-£174,971		-£129,689,501
Site abnormals		-£75,133,904	-£919,409	-£2,328,686	-£4,661,265	-£3,214,148	-£2,723,564	-£2,076,963	-£1,168,831	-£1,078,837	-£1,557,595	-£4,618,420	-£4,436,196	-£5,431,223	-£4,803,053	-£5,467,945	-£5,214,900	-£5,383,083	-£4,966,625	-£4,100,186	-£3,615,616	-£2,586,246	-£2,017,882	-£1,652,946	-£1,008,941	-£101,367		-£75,133,904
IDP	£0	-£87,076,163	-£710,151	-£1,241,652	-£8,064,785	-£2,664,647	-£466,674	-£1,820,941	-£1,984,223	-£1,584,757	-£2,045,989	-£1,631,410	-£9,568,165	-£16,812,113	-£2,776,208	-£3,787,832	-£8,427,079	-£1,239,255	-£1,822,145	-£720,335	-£5,162,855	-£13,513,544	-£318,292	-£258,434	-£208,347	-£134,410		-£87,022,441
Education		-£51,323,735	£0	-£102,277	-£351,690	-£878,510	-£435,493	-£2,183,429	-£10,246,594	-£157,450	-£144,639	-£80,626	-£1,353,036	-£431,002	-£8,018,645	£0	£0	-£9,578,528	-£451,002	-£6,926,756	£0	£0	-£6,080,911	£0	£0	£0	-£2,463,378	-£51,323,736
Stewardship		-£13,475,000	-£164,893	-£417,842	-£835,981	-£576,446	-£488,458	-£372,496	-£209,626	-£193,486	-£279,348	-£828,297	-£795,616	-£974,071	-£861,411	-£980,657	-£935,274	-£965,437	-£890,747	-£735,354	-£648,448	-£463,834	-£361,900	-£296,450	-£180,950	-£18,180		£0	-£13,475,000
HIF Recycling		£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0			£0
CIL		-£63,986,309	£0	-£658,051	-£4,480,851	-£4,722,820	-£2,883,511	£0	£0	£0	-£531,598	-£4,231,046	-£5,416,007	-£4,584,387	-£4,879,416	-£6,582,611	-£7,186,835	-£2,099,182	-£4,050,430	-£2,900,833	-£1,790,967	-£4,625,280	-£2,362,481	£0	£0	£0	£0	-£63,986,309
FH 106 Payment		-£2,687,403					-£383,915	-£383,915	-£383,915	-£383,915	-£383,915	-£383,915	-£383,915															-£2,687,403
Land Purchase		-£71,280,000	-£17,820,000				-£17,820,000				-£17,820,000				-£17,820,000													-£71,280,000
Land Purchase	5.0%	-£3,513,500.00	-£888,375				-£888,375				-£888,375				-£888,375													-£3,513,500
Legals & Agents	1.8%	-£1,283,040.00	-£320,760				-£320,760				-£320,760				-£320,760													-£1,283,040
DEVELOPMENT COSTS			**-£31,333,275**	**-£31,940,134**	**-£73,128,947**	**-£51,152,783**	**-£39,547,240**	**-£32,285,766**	**-£28,658,913**	**-£16,591,951**	**-£42,445,525**	**-£65,537,581**	**-£75,542,112**	**-£93,102,452**	**-£99,297,134**	**-£82,317,198**	**-£84,784,235**	**-£84,050,354**	**-£72,310,183**	**-£65,348,857**	**-£55,103,803**	**-£53,046,276**	**-£35,800,138**	**-£22,360,592**	**-£13,961,931**	**-£2,041,717**	**-£1,126,577**	
Net spend in period			-£31,333,275	-£12,186,807	-£22,603,218	£50,052,293	£8,810,051	£25,637,544	£15,513,154	£14,900,892	-£19,595,234	-£32,411,317	£22,680,701	£1,144,900	£36,212,061	£19,832,324	£31,505,959	£26,858,167	£42,175,192	£40,276,456	£32,097,404	£23,846,276	£18,203,173	£20,554,961	£21,192,318	-£2,041,717	-£1,270,738	
Rolling Balance			-£31,333,275	-£44,670,158	-£67,273,376	-£17,128,757	-£8,318,706	£17,318,838	£32,831,992	£47,732,884	£28,137,650	-£4,273,667	£18,407,034	£19,551,934	£55,763,995	£75,596,319	£107,102,278	£133,960,445	£176,135,637	£216,412,093	£248,509,497	£272,355,773	£290,558,946	£311,113,907	£333,306,225	£331,264,508	£329,993,770	
Interest		**7.50%**	**-£2,349,996**	**-£3,455,262**	**-£5,490,627**	**-£2,142,084**	**-£1,641,987**																					**-£16,528,993**
Balance at end of period			-£33,683,271	-£48,125,420	-£78,613,414	-£30,703,205	-£23,535,141	£2,182,403	£17,615,556	£32,516,448	£13,011,214	-£20,855,110	£1,825,590	£3,070,490	£19,282,551	£39,114,875	£70,620,834	£97,479,000	£139,654,192	£179,933,648	£212,031,053	£235,880,327	£255,083,500	£275,638,461	£296,830,779	£294,789,063	£293,518,325	

APPENDIX 3

DRAFT Chelmsford Garden Community

Development Appraisal
Turner Morum LLP
04 June 2025

DRAFT Chelmsford Garden Community

Appraisal Summary for Phase 2 OPA 2

Currency in £

REVENUE

Sales Valuation	**Units**	**ft²**	**Sales Rate ft²**	**Unit Price**	**Gross Sales**
Market Flats	311	197,707	460.00	292,429	90,945,286
Market Houses	2,349	2,592,876	460.00	507,758	1,192,723,072
AR Flats	259	157,448	253.00	153,801	39,834,349
AR Houses	269	249,409	253.00	234,574	63,100,501
SO Flats	94	58,090	322.00	198,989	18,704,961
SO Houses	218	195,959	322.00	289,445	63,098,942
Employment Land (18.21 ac)	1	0	0.00	9,105,635	9,105,635
Totals	**3,501**	**3,451,490**			**1,477,512,746**

NET REALISATION				**1,477,512,746**	
OUTLAY					
ACQUISITION COSTS					
Fixed Price	792 ac	90,000 /ac	71,280,000		
Fixed Price (792.00 Acres @ 90,000.00 /Acre)			71,280,000		
				71,280,000	
Stamp Duty			3,551,500		
Effective Stamp Duty Rate		4.98%			
Acquisition Cost		1.80%	1,283,040		
				4,834,540	

CONSTRUCTION COSTS

Construction	**ft²**	**Build Rate ft²**	**Cost**		
Market Flats	227,363	142.89	32,487,930		
Market Houses	2,592,876	129.51	335,803,402		
AR Flats	181,065	142.89	25,872,375		
AR Houses	249,409	129.51	32,300,972		
SO Flats	66,803	142.89	9,545,498		
SO Houses	195,959	129.51	25,378,708		
Garages	76,673	58.07	4,452,026		
Totals	**3,590,149 ft²**		**465,840,912**		
Contingency		5.00%	28,553,969		
				494,394,880	
Other Construction Costs					
Externals		13.00%	59,980,555		
Allowance for piled foundations			23,298,686		
Part L&F		10.00%	52,136,944		
Design Code	3,513,476 ft²	6.25	21,959,226		
Site Wide Infrastructure	3,500 un	32,596.00 /un	114,086,000		
Stewardship	3,500 un	3,850.00 /un	13,475,000		
Site Abnormals	3,500 un	16,853.61 /un	58,987,635		
IDP Costs	3,500 un	39,171.41 /un	137,099,935		
				481,023,981	
Section 106 Costs					
First Homes/Specialist Resi Accomm			1,601,250		
CIL			44,647,382		
				46,248,632	
PROFESSIONAL FEES					
Professional		8.00%	49,857,306		
				49,857,306	
MARKETING & LETTING					
Market Housing disposal costs		3.00%	38,510,051		
AR/SO disposal costs		0.50%	923,694		
Commercial disposal costs		2.00%	182,113		
				39,615,857	
Additional Costs					
Private Profit		20.00%	256,733,672		
Affordable Profit		6.00%	11,084,325		
Commercial Profit		15.00%	1,365,845		
				269,183,842	
TOTAL COSTS BEFORE FINANCE				**1,456,439,038**	

DRAFT Chelmsford Garden Community

FINANCE

Debit Rate 7.500%, Credit Rate 0.000% (Nominal)		
Land	15,154,511	
Construction	5,863,851	
Total Finance Cost		21,018,362
TOTAL COSTS		**1,477,457,401**
PROFIT		**55,345**

Performance Measures

Profit on Cost%	0.00%
Profit on GDV%	0.00%
Profit on NDV%	0.00%
IRR% (without Interest)	16.83%
Profit Erosion (finance rate 7.500)	0 mths

Chelmsford Garden Community OPA1 & OPA3
Viability Briefing Note

Introduction

1. Newmark[1] has been instructed by Chelmsford City Council ('CCC') to undertake a review of the Chelmsford Garden Community ('CGC') Infrastructure Delivery Plan ('IDP'), and an assessment of the current financial viability and deliverability of the Scheme. Newmark has been supported in its undertakings by Aecom, who has provided analysis and comment on the proposed costs.

2. The purpose of this briefing note is to provide a summary on the site-specific Financial Viability Assessments ('FVA') submitted by Turner Morum ('The Advisor/TM') on behalf of Ptarmigan Chelmsford A Limited ('Ptarmigan') and Greycoat Real Estate (Halley Developments Ltd) ('Halley'). TM have submitted site specific viability assessments in relation to Outline Planning Application 1 ('OPA1') (planning ref 22/01950/OUT & 22/01950/FUL) and Outline Planning Application 3 ('OPA') (planning ref 23/00124/OUT & 23/00124/FUL).

3. Newmark has included limited analysis of Outline Planning Application ('OPA 2') (being delivered by Vistry) however, readers should be cognisant that there are still two areas of viability assessment to be confirmed on OPA2; abnormals costs and Benchmark Land Value. The overall viability of the entire allocation may be impacted by adjustments to the viability appraisal of OPA2.

4. Newmark has been advising on the viability of CGC since 2021, Newmark has worked with the Applicants and their Advisor over the past 4 years to come to this position, this has been an iterative process. This final assessment is the cumulative effort of these reviews; we have agreed all viability inputs for OPA1 and OPA3. In accordance with the RICS mandatory requirements, this note does not constitute a formal Financial Viability Review but has been written having full regard to relevant guidance, our full report will follow in due course.

5. Newmark has relied[2] upon the information provided to us by the Applicant and their Advisor[3]. We have attached a summary of the most recent IDP schedule received at Appendix 1[4].

6. All scenarios set out below assume the OPAs would be unable to recycle any of the HIF monies and this these costs have been removed from all viability scenarios tested.

Viability Scenarios

7. CCC have asked the Applicants to demonstrate the viability of the OPAs under the following assumptions:

    a. To demonstrate the viability of the OPA should the OPA deliver policy levels of affordable housing with no CIL recycling to demonstrate the current viability deficit.

    b. To demonstrate the viability of the OPA should the Council ringfence and reinvest CIL into the OPA to deliver policy levels of affordable housing.

    c. To demonstrate the viability of the OPA should the OPA reduce the levels of affordable housing to bring the OPA to a maximum viable position without recycling CIL.

[1] Formerly Gerald Eve.
[2] This includes unit mixes, costs, values and cashflow inputs, all of which have been independently verified.
[3] Most recent update received via email on 11th July 2025.
[4] All costs and amounts referenced in this summary are approximate and maybe subject to change.

8. The table below sets out the policy affordable housing target and CIL amount generated for the two OPAs being considered at committee.

Table 1: Policy Targets

OPA	Total Units	Policy AH %	CIL Generated
OPA1	1,500	35%	£17.7m
OPA3	1,250	29%[5]	£15.5m

Previous Analysis

9. The Applicant previously provided viability analysis in March 2025, we have set the results of this out at Appendix 2. This analysis was used to inform the base assumptions assumed by Newmark to inform the inputs for discussions surrounding CIL ringfencing in June 2025. Following the TM evidence submitted in March further changes to costs were evidenced which were accounted for in the Newmark analysis and presented in the CIL briefing note in June.

10. Subsequent to the submission of the TM viability evidence in March there have been further conversations held between the Applicants and public bodies, in relation to IDP trigger timings, which have impacted the viability.

11. For demonstration purposes we have attached a comparison of the OPA1 cashflow provided in March 2025 as opposed to the cashflow provided in the most recent viability evidence from TM at Appendix 3. This demonstrates that the IDP delivery for OPA1 has become significantly frontloaded through these discussions. The impact of these changes results in an increase in the amount of cost incurred to the scheme, notably through financing. This unfortunately has an overall negative impact on the viability of the OPA. For example, in year 2 OPA 1 previously expended £400,000 of IDP associated costs, in the most recent submission received OPA1 is now delivering c.£6m of IDP costs in year 2.

Current Viability Analysis and Outputs

12. Newmark and TM have now agreed the inputs to the viability for OPA1 and OPA3[6]. The timings of the infrastructure delivery are subject to negotiations surrounding the IDP between the Applicant and CCC/Essex County Council. The securing of upfront infrastructure delivery prior to the generation of sufficient levels of income from housing disposals has led to a decrease in viability for OPA1 and OPA3.

[5] Policy Compliant position for OPA3 when provision of affordable housing is 35% on traditional 'for sale' housing products and 20% on BTR/DMR.

[6] Our analysis of OPA3 is within 0.4% of the Applicant's submission and therefore is within a reasonable assessment tolerance.

Table 2: Scenario A Viability Analysis (Policy Affordable Housing with No CIL Recycling)

OPA	Total Units	Deliverable AH %	CIL Generated	CIL Recycled	CIL Recycled %	Viability Deficit
OPA1	1,500	35%	£17.7m	£0m	**0%**	**-£10.1m**
OPA3	1,250	29%	£15.5m	£0m	**0%**	**-£11.7m**

Table 3: Scenario B Viability Analysis (Policy Affordable Housing with CIL Recycling)

OPA	Total Units	Deliverable AH %	CIL Generated	CIL Recycled	CIL Recycled %	Viability Deficit
OPA1	1,500	35%	£17.7m	£8.4m	**47%**	£0
OPA3	1,250	29%	£15.5m	£8.8m	**57%**	£0

*Table 4: Scenario C Viability Analysis (Maximum Viable Affordable Housing Provision with **No CIL Recycling**)*

OPA	Total Units	Deliverable AH %	CIL Generated[7]	CIL Recycled	CIL Recycled %	Viability Deficit
OPA1	1,500	**29%**	£19.4m	£0m	0%	£0
OPA3	1,250	**20%**	£17.5m	£0m	0%	£0

Further Viability Sensitivities

13. TM has provided further sensitivities which demonstrate the impact on viability of adjustments to some currently accepted cost inputs.

14. TM have tested a reduction to the cost of Stewardship is included in the viability analysis at £3,850 per dwelling in each OPA assessment, which show, should these costs reduce, the viability position of the OPA would improve.

15. TM have tested the impact of reducing the cost of the IDP commuted sums by 50%. Through this cost saving the CIL reinvestment required for OPA 1 would reduce from 47% to 40% and for OPA 3 from 57% to 51%.

16. Our assessment of viability is on a day one basis, this does not include allowance for growth or other changes such as placemaking premiums. Given the lifetime of the project there will be fluctuations in both costs and values. The inclusion of a review mechanism in the S106 will allow for this to be captured, there are areas within the appraisals of benchmarked costs which will be picked up as actual costs in the review mechanisms.

Whole Site Analysis

17. Whilst the analysis has demonstrated that partial recycling of the CIL for the entirety of the allocation would potentially facilitate the achievement of policy levels of affordable housing on OPA1 and OPA3. It is possible that the remaining CIL could be recycled into OPA2 to help maximise the level of affordable homes delivered across the entire site.

18. TM estimate that the cost to provide one additional affordable rented housing unit equates to a figure in the order of £155,000 of recycled CIL. TM consider this amount is broadly consistent with the recommendation previously provided to committee.

[7] CIL amount increased commensurate with level of market housing provided.

Conclusions

19. The following viability positions have been presented by TM and reviewed by Newmark for OPA1 and OPA3:

OPA1

If OPA1 does not receive any CIL recycling, the maximum viable level of affordable housing the OPA could deliver is 29%. OPA1 would require **£8.4m** of CIL to be recycled to achieve policy compliant levels of affordable housing.

OPA3

If OPA3 does not receive any CIL recycling, the maximum viable level of affordable housing the OPA could deliver is 20%. OPA3 would require **£8.8m** of CIL recycling to achieve policy compliant levels of affordable housing.

20. This would leave an amount in the order of £49m which could be used to mitigate the current viability deficit forecasted on OPA2. At present TM estimate OPA2 can deliver in the region of c.20% AH with CIL recycling[8], noting that currently the issues of BLV and abnormals are still being negotiated and this figure therefore could be subject to change.
21. Through review mechanisms in the S106 the actual costs and values generated by each OPA can be accurately assessed, if costs are reduced then further affordable housing delivery can be captured.
22. TM estimate the whole scheme can potentially deliver 25% affordable housing units (including 930 affordable rented dwellings) if CIL recycling is maximised.

James Brierley

15th July 2025

[8] Further viability work is being undertaken for OPA2 and these estimates are subject to change.

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APPENDIX 1

Tab 1

IDP Summary for Non-Education Items

CATEGORY	Tab Ref	SUB-CATEGORY	COST (£)	24% 1	56% 2	20% 3
		Approximate Dwellings:	6,250	1,500	3,500	1,250
Health & Wellbeing	Tab 2	Health & Wellbeing	£9,377,218	£1,922,654	£7,175,526	£279,038
Movement	Tab 3	Highways & Access	£93,983,384	£23,019,838	£48,847,388	£22,116,158
Community & Leisure	Tab 4	Community & Leisure	£38,402,091	£2,759,872	£24,155,626	£11,486,593
Green & Blue Infra	Tab 5	Green & Blue Infra	£13,797,652	£3,482,670	£10,103,169	£211,813
GROSS TOTAL IDP COSTS excluding EDUCATION			£155,560,345	£31,185,033	£90,281,709	£34,093,603
GROSS TOTAL COSTS PER DWELLING excluding EDUCATION			£24,890	£20,790	£25,795	£27,275

IDP Summary for Education Items

CATEGORY	Tab Ref	SUB-CATEGORY	COST (£)	1	2	3
			6,250	1,500	3,500	1,250
Education	Tab 6	Total Education Costs	£101,638,074	£30,542,587	£53,749,406	£17,346,081
Education Land Equalisation	Tab 6	Equalisation: Secondary School (see education tab for further breakdown)	£0	£2,577,491	-£4,725,401	£2,147,909
	Tab 6	Equalisation: Primary School (see education tab for further breakdown)	£0	£0	-£1,704,127	£1,704,127
NET EDUCATION COSTS after EQUALISATION			£101,638,074	£33,120,079	£47,319,878	£21,198,117
NET EDUCATION COSTS PER DWELLING			£16,262	£22,080	£13,520	£16,958

Breakdown	TOTAL	OPA 1	OPA 2	OPA 3
Total Costs with education land equalisation	£257,198,419	£64,305,112	£137,601,587	£55,291,720
£ per dwelling	£41,152	£42,870	£39,315	£44,233
Total Costs without education land equalisation	£257,198,419	£61,727,620	£144,031,114	£51,439,684
£ per dwelling	£41,152	£41,152	£41,152	£41,152
		£0	£0	£0

IDP Base Date	Q2 2023
IDP Indexed Date	Q4 2024

IDP Specification Proposed Stages	
Stage 1 - Identified Concept	Infrastructure or financial contribution item identified as a planning policy or potential planning application requirement.
Stage 2 - Initial Proposal	Costs of infrastructure items and financial contributions are updated in the IDP based on Planning Application submission and/or Consultee/Officer feedback post submission.
Stage 3 - Developed Design	Sufficient supporting environmental /technical information is available to allow firm design proposals and cost plans to be produced. Financial Contributions included in the IDP with a good degree of certainty
Stage 4 - Technical Design & Payment	Item that has an approved or agreed final design and cost plan. Technical desing co-ordinated. Detailed design completed.

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APPENDIX 2

March 2025 TM Scenario A Applicant Deficit Outputs

OPA	Total Units	Deliverable AH %	CIL Generated	CIL Recycled	CIL Recycled %	Viability Deficit
OPA1	1,500	35%	£17.7m	£0m	**0%**	**£10.1m**
OPA3	1,250	29%	£15.5m	£0m	**0%**	**£11.7m**

March 2025 TM Scenario B Applicant CIL Recycling Outputs

OPA	Total Units	Policy AH %	CIL Generated	CIL Recycled	CIL Recycled %	Viability Deficit
OPA1	1,500	35%	£17.7m	£3.7m	22%	£0
OPA3	1,250	29%[1]	£15.5m	£15.5m	48%	£0

March 2025 TM Scenario C Applicant AH% Reduction Outputs

OPA	Total Units	Deliverable AH %	CIL Generated	CIL Recycled	CIL Recycled %	Viability Deficit
OPA1	1,500	**29%**	£19.4m	£0m	0%	£0
OPA3	1,250	**20%**	£17.5m	£0m	0%	£0

[1] Policy Compliant position for OPA3 when provision of affordable housing is 35% on traditional 'for sale' housing products and 20% on BTR/DMR.

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APPENDIX 3

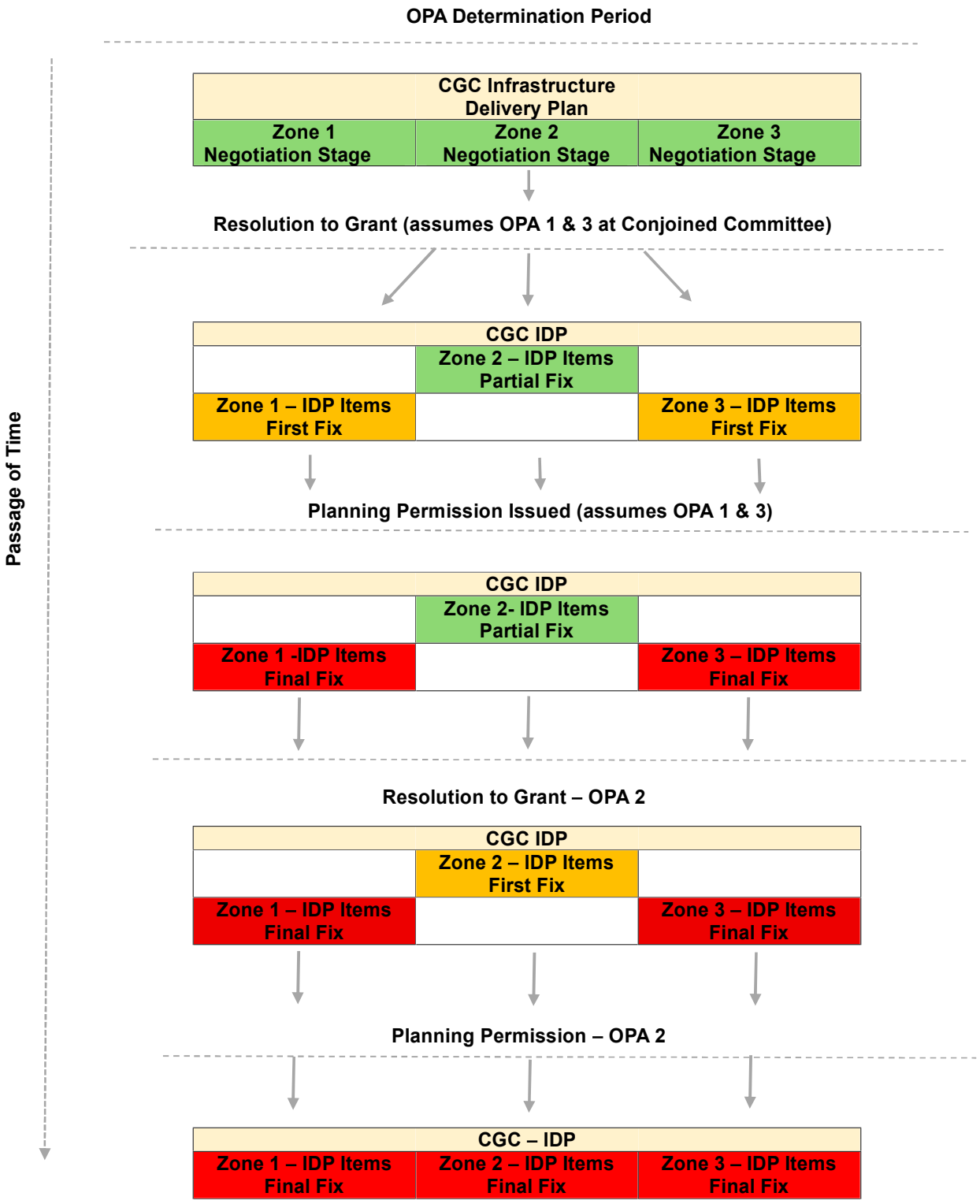
	March 2025 TM Submission	Total	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2036/37	2037/38	2038/39
	Site infrastructure (roads, utilities etc)	-£36,053,498	-£1,201,783	-£1,802,675	-£2,403,567	-£2,403,567	-£3,605,350	-£3,605,350	-£4,566,776	-£4,566,776	-£3,845,707	-£3,605,350	-£2,403,567	-£2,043,032	£0			
	Site abnormals	-£1,059,325			-£353,108	-£353,108	-£353,108											
	IDP	-£64,272,709	£0	-£370,420	-£740,839	-£1,072,954	-£3,200,433	-£5,770,484	-£7,869,662	-£10,254,918	-£17,869,279	-£1,906,437	-£1,111,259	-£9,348,515	-£4,757,510			
	Additional S106	-£5,775,000	-£192,500	-£288,750	-£385,000	-£385,000	-£577,500	-£577,500	-£731,500	-£731,500	-£616,000	-£577,500	-£385,000	-£327,250	£0			
	HIF Recycling	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0		£0					
	CIL	-£17,732,894		-£886,645	-£4,433,223	-£886,645	-£4,433,223	-£886,645	-£4,433,223	-£886,645	-£886,645							
	FH 106 Payment	-£686,250		-£114,375	-£114,375	-£114,375	-£114,375	-£114,375	-£114,375									
	Land Purchase (Unserviced per s.106)	-£19,425,334	-£19,425,334															
	Land Purchase	-£960,767	-£960,767															
	Legals & Agents	-£349,656	-£349,656															
	Total Spend		**-£22,130,040**	**-£3,462,864**	**-£8,430,113**	**-£5,215,648**	**-£12,283,989**	**-£10,954,353**	**-£17,715,537**	**-£16,439,839**	**-£23,217,630**	**-£6,089,287**	**-£3,899,825**	**-£11,718,796**	**-£4,757,510**			

	July 2025 TM Submission	Total	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2036/37	2037/38	2038/39
	Site infrastructure (roads, utilities etc)	-£36,053,498	-£1,201,783	-£1,802,675	-£2,403,567	-£3,605,350	-£3,605,350	-£5,408,025	-£5,528,203	-£3,845,707	-£3,605,350	-£3,605,350	-£1,442,140	£0	£0			
	Site abnormals	-£1,059,325			-£353,108	-£353,108	-£353,108											
	IDP	-£31,024,658		-£5,148,173	-£4,352,495	-£3,207,772	-£5,006,415	-£3,744,127	-£3,063,496	-£766,636	-£584,550	-£2,272,161	-£2,430,647	-£448,186	£0			
	Education	-£33,120,079		-£1,899,064	-£375,010	-£4,477,510	-£4,477,510	-£163,924	-£7,286,268	-£6,003,324	-£533,323	-£7,370,824	-£533,323	£0	£0			
	Stewardship	-£5,775,000		-£192,500	-£288,750	-£385,000	-£577,500	-£577,500	-£866,250	-£885,500	-£616,000	-£577,500	-£577,500	-£231,000	£0			
	HIF Recycling		£0	£0	£0	£0	£0	£0	£0	£0	£0		£0					
	CIL	-£17,780,380		-£635,593	-£2,257,117	-£1,946,160	-£997,180	-£2,883,001	-£2,428,532	-£1,541,510	-£283,911	-£1,960,419	-£2,846,958	£0				
	FH 106 Payment	-£1,151,744			-£164,535	-£164,535	-£164,535	-£164,535	-£164,535	-£164,535	-£164,535							
	Land Purchase	-£19,425,334	-£19,425,334															
	Land Purchase	-£960,767	-£960,767															
	Legals & Agents	-£349,656	-£349,656															
	Total Spend		**-£21,937,540**	**-£9,678,005**	**-£10,194,582**	**-£14,139,435**	**-£15,181,596**	**-£12,941,112**	**-£19,337,284**	**-£13,207,211**	**-£5,787,669**	**-£15,786,253**	**-£7,830,568**	**-£679,186**	**£0**			

	% change from March to July submissions		-1%	179%	21%	171%	24%	18%	9%	-20%	-75%	159%	101%	-94%				

APPENDIX 4

IDP Process to Final Fix - Worked Example



APPENDIX 5

Turner Morum

Beaulieu Park & Channels - Asking Prices **Source: Land Insight** **Search Date: 22/05/25**

Market Revenue Comps **All Units** **Search for units sold from Oct-24 to the latest**

No	Address	Date sold	Sold price	Estimated market value	Estimated Beds	New build	Category	Subcategory	Floor area ft²	Price per ft²	Market price per ft²	Tenure
17	5, Philip Whitehead Road, Springfield, Chelmsford, Essex CM1 6HG	25/03/2024	£250,000	£253,902	1	TRUE	House	Flat	517	£484	£491	Freehold
62	3, Choat Place, Springfield, Chelmsford, Essex CM1 6HS	31/10/2023	£270,500	£273,007	1	TRUE	House	Terraced	495	£546	£551	Freehold
3	11, William Crow Road, Springfield, Chelmsford, Essex CM1 6HD	04/09/2024	£434,995	£440,404	2	TRUE	House	Semi Detached	786	£554	£560	Freehold
4	9, William Crow Road, Springfield, Chelmsford, Essex CM1 6HD	06/08/2024	£504,995	£509,221	2	TRUE	House	Detached	936	£539	£544	Freehold
5	13, William Crow Road, Springfield, Chelmsford, Essex CM1 6HD	01/08/2024	£434,995	£440,404	2	TRUE	House	Semi Detached	786	£554	£560	Freehold
8	53, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	31/05/2024	£439,995	£449,660	2	TRUE	House	Semi Detached	786	£560	£572	Freehold
12	51, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	24/05/2024	£434,995	£444,550	2	TRUE	House	Semi Detached	786	£554	£566	Freehold
15	21, St Andrews Drive, Little Waltham, Chelmsford, Essex CM3 3GJ	28/03/2024	£500,000	£504,184	2	TRUE	House	Detached	1,098	£455	£459	Freehold
16	19, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	28/03/2024	£530,000	£542,738	2	TRUE	House	Terraced	1,087	£488	£499	Freehold
20	77, Belfry Crescent, Little Waltham, Chelmsford, Essex CM3 3GN	20/02/2024	£495,000	£499,142	2	TRUE	House	Detached	1,033	£479	£483	Freehold
27	3, Upper Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3QS	09/01/2024	£465,000	£475,712	2	TRUE	House	Semi Detached	969	£480	£491	Freehold
32	3, James Love Place, Springfield, Chelmsford, Essex CM1 6LD	20/12/2023	£432,995	£444,366	2	TRUE	House	Semi Detached	786	£551	£566	Freehold
35	45, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	18/12/2023	£429,995	£441,287	2	TRUE	House	Semi Detached	786	£547	£562	Freehold
36	43, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	15/12/2023	£429,995	£441,287	2	TRUE	House	Semi Detached	786	£547	£562	Freehold
37	41, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	15/12/2023	£429,995	£441,287	2	TRUE	House	Semi Detached	786	£547	£562	Freehold
38	39, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	15/12/2023	£429,995	£441,287	2	TRUE	House	Semi Detached	786	£547	£562	Freehold
41	34, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	08/12/2023	£427,495	£438,721	2	TRUE	House	Semi Detached	786	£544	£558	Freehold
42	10, Choat Place, Springfield, Chelmsford, Essex CM1 6HS	08/12/2023	£415,000	£425,898	2	TRUE	House	Semi Detached	926	£448	£460	Freehold
44	16, Choat Place, Springfield, Chelmsford, Essex CM1 6HS	30/11/2023	£415,000	£418,858	2	TRUE	House	Semi Detached	926	£448	£452	Freehold
46	5, Harold Teager Crescent, Springfield, Chelmsford, Essex CM1 6HP	30/11/2023	£412,500	£416,335	2	TRUE	House	Semi Detached	1,119	£368	£372	Freehold
47	1, Harold Teager Crescent, Springfield, Chelmsford, Essex CM1 6HP	30/11/2023	£490,000	£487,975	2	TRUE	House	Detached	1,066	£460	£458	Freehold
48	7, Harold Teager Crescent, Springfield, Chelmsford, Essex CM1 6HP	30/11/2023	£417,500	£421,382	2	TRUE	House	Semi Detached	1,023	£408	£412	Freehold
49	5, St Andrews Drive, Little Waltham, Chelmsford, Essex CM3 3GJ	30/11/2023	£490,000	£487,975	2	TRUE	House	Detached	1,033	£474	£472	Freehold
50	4, Harold Teager Crescent, Springfield, Chelmsford, Essex CM1 6HP	28/11/2023	£480,000	£478,017	2	TRUE	House	Detached	1,066	£450	£449	Freehold
51	2, Harold Teager Crescent, Springfield, Chelmsford, Essex CM1 6HP	28/11/2023	£480,000	£478,017	2	TRUE	House	Detached	1,066	£450	£449	Freehold
53	6, Harold Teager Crescent, Springfield, Chelmsford, Essex CM1 6HP	27/11/2023	£450,000	£448,140	2	TRUE	House	Detached	926	£486	£484	Freehold
55	13, Ernest Webb Drive, Springfield, Chelmsford, Essex CM1 6HF	23/11/2023	£455,000	£459,230	2	TRUE	House	Semi Detached	1,023	£445	£449	Freehold
57	36, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	15/11/2023	£432,995	£437,021	2	TRUE	House	Semi Detached	786	£551	£556	Freehold
61	1, St Andrews Drive, Little Waltham, Chelmsford, Essex CM3 3GJ	01/11/2023	£490,000	£487,975	2	TRUE	House	Detached	1,033	£474	£472	Freehold
65	37, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	27/10/2023	£499,995	£495,880	2	TRUE	House	Detached	904	£553	£548	Freehold
66	3, Smith Crescent, Springfield, Chelmsford, Essex CM1 6LF	27/10/2023	£509,995	£512,618	2	TRUE	House	Semi Detached	1,130	£451	£454	Freehold
68	5, Albert Bausor Close, Springfield, Chelmsford, Essex CM1 6GU	27/10/2023	£450,000	£452,315	2	TRUE	House	Semi Detached	1,023	£440	£442	Freehold
69	4, Albert Bausor Close, Springfield, Chelmsford, Essex CM1 6GU	27/10/2023	£455,000	£457,341	2	TRUE	House	Semi Detached	1,023	£445	£447	Freehold
70	18, Choat Place, Springfield, Chelmsford, Essex CM1 6HS	26/10/2023	£447,500	£449,802	2	TRUE	House	Semi Detached	926	£483	£486	Freehold
72	3, Albert Bausor Close, Springfield, Chelmsford, Essex CM1 6GU	23/10/2023	£445,000	£447,289	2	TRUE	House	Semi Detached	1,023	£435	£437	Freehold
73	5, Smith Crescent, Springfield, Chelmsford, Essex CM1 6LF	19/10/2023	£509,995	£512,618	2	TRUE	House	Semi Detached	1,130	£451	£454	Freehold
76	15, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	28/09/2023	£400,000	£387,538	2	TRUE	House	Detached	893	£448	£434	Freehold
77	9, Sunningdale Lane, Little Waltham, Chelmsford, Essex CM3 3GG	15/09/2023	£500,000	£484,422	2	TRUE	House	Detached	1,098	£455	£441	Freehold
81	1, Upper Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3QS	24/08/2023	£460,000	£450,772	2	TRUE	House	Semi Detached	969	£475	£465	Freehold
83	9, Smith Crescent, Springfield, Chelmsford, Essex CM1 6LF	31/07/2023	£514,995	£510,812	2	TRUE	House	Semi Detached	1,130	£456	£452	Freehold
84	5, James Love Place, Springfield, Chelmsford, Essex CM1 6LD	31/07/2023	£442,995	£439,397	2	TRUE	House	Semi Detached	786	£564	£559	Freehold
86	38, Albatross Way, Chelmsford, Essex CM3 3FX	31/07/2023	£475,000	£471,142	2	TRUE	House	Semi Detached	1,033	£460	£456	Freehold
87	14, Sunningdale Lane, Little Waltham, Chelmsford, Essex CM3 3GG	31/07/2023	£490,000	£486,020	2	TRUE	House	Semi Detached	1,033	£474	£470	Freehold
89	7, Smith Crescent, Springfield, Chelmsford, Essex CM1 6LF	27/07/2023	£514,995	£510,812	2	TRUE	House	Semi Detached	1,130	£456	£452	Freehold
96	9, Choat Place, Springfield, Chelmsford, Essex CM1 6HS	29/06/2023	£382,500	£384,468	2	TRUE	House	Semi Detached	850	£450	£452	Freehold
100	12, Upper Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3QS	26/05/2023	£450,000	£457,492	2	TRUE	House	Semi Detached	969	£465	£472	Freehold
1	21, Stanley Wilks Crescent, Chelmsford, Essex CM1 6NS	22/11/2024	£586,995	£579,184	3	TRUE	House	Detached	1,249	£470	£464	Freehold
6	8, William Crow Road, Springfield, Chelmsford, Essex CM1 6HD	31/07/2024	£652,995	£664,016	3	TRUE	House	Detached	1,270	£514	£523	Freehold
11	35, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	29/05/2024	£585,000	£592,997	3	TRUE	House	Detached	1,206	£485	£492	Freehold
21	14, George Crowfoot Drive, Springfield, Chelmsford, Essex CM1 6HR	19/02/2024	£555,000	£559,644	3	TRUE	House	Detached	1,259	£441	£444	Freehold
24	32, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	29/01/2024	£623,995	£629,217	3	TRUE	House	Detached	1,206	£518	£522	Freehold
28	12, George Crowfoot Drive, Springfield, Chelmsford, Essex CM1 6HR	21/12/2023	£555,000	£563,179	3	TRUE	House	Detached	1,259	£441	£447	Freehold
33	7, Albert Bausor Close, Springfield, Chelmsford, Essex CM1 6GU	19/12/2023	£555,000	£563,179	3	TRUE	House	Detached	1,163	£477	£484	Freehold
59	10, St Andrews Drive, Little Waltham, Chelmsford, Essex CM3 3GH	10/11/2023	£525,000	£522,831	3	TRUE	House	Detached	1,206	£435	£434	Freehold
71	69, Belfry Crescent, Little Waltham, Chelmsford, Essex CM3 3GN	26/10/2023	£525,000	£520,679	3	TRUE	House	Detached	1,206	£435	£432	Freehold
78	8, Upper Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3QS	15/09/2023	£575,000	£567,472	3	TRUE	House	Terraced	1,238	£465	£458	Freehold
79	37, Albatross Way, Little Waltham, Chelmsford, Essex CM3 3GD	08/09/2023	£500,000	£484,422	3	TRUE	House	Detached	1,206	£415	£402	Freehold
88	7, James Love Place, Springfield, Chelmsford, Essex CM1 6LD	27/07/2023	£624,995	£611,670	3	TRUE	House	Detached	1,206	£518	£507	Freehold
90	27, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	21/07/2023	£550,000	£538,274	3	TRUE	House	Detached	1,173	£469	£459	Freehold
91	29, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	21/07/2023	£530,000	£518,701	3	TRUE	House	Detached	1,173	£452	£442	Freehold
92	36, Albatross Way, Chelmsford, Essex CM3 3FX	07/07/2023	£500,000	£498,982	3	TRUE	House	Terraced	1,206	£415	£414	Freehold
93	42, Albatross Way, Chelmsford, Essex CM3 3FX	06/07/2023	£500,000	£489,340	3	TRUE	House	Detached	1,206	£415	£406	Freehold
94	1, James Love Place, Springfield, Chelmsford, Essex CM1 6LD	30/06/2023	£624,995	£617,944	3	TRUE	House	Detached	1,206	£518	£513	Freehold
97	10, Sunningdale Lane, Little Waltham, Chelmsford, Essex CM3 3GG	29/06/2023	£500,000	£494,359	3	TRUE	House	Detached	1,206	£415	£410	Freehold
101	2, Sunningdale Lane, Little Waltham, Chelmsford, Essex CM3 3GG	19/05/2023	£500,000	£508,325	3	TRUE	House	Semi Detached	1,206	£415	£422	Freehold
2	3, William Crow Road, Springfield, Chelmsford, Essex CM1 6HD	28/10/2024	£639,995	£629,546	4	TRUE	House	Detached	1,410	£454	£446	Freehold
7	15, William Crow Road, Springfield, Chelmsford, Essex CM1 6HD	31/07/2024	£809,995	£823,666	4	TRUE	House	Detached	1,711	£473	£481	Freehold
9	38, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	31/05/2024	£654,995	£663,949	4	TRUE	House	Detached	1,335	£491	£497	Freehold
10	28, George Crowfoot Drive, Springfield, Chelmsford, Essex CM1 6HR	31/05/2024	£586,500	£594,517	4	TRUE	House	Detached	1,324	£443	£449	Freehold
14	12, Ernest Webb Drive, Springfield, Chelmsford, Essex CM1 6HF	28/03/2024	£489,995	£500,235	4	TRUE	House	Semi Detached	1,399	£350	£357	Freehold
19	81, Belfry Crescent, Little Waltham, Chelmsford, Essex CM3 3GN	15/03/2024	£615,000	£620,146	4	TRUE	House	Detached	1,475	£417	£421	Freehold
22	27, Ernest Webb Drive, Springfield, Chelmsford, Essex CM1 6HF	16/02/2024	£489,995	£499,713	4	TRUE	House	Semi Detached	1,335	£367	£374	Freehold
23	31, Ernest Webb Drive, Springfield, Chelmsford, Essex CM1 6HF	31/01/2024	£495,000	£506,403	4	TRUE	House	Semi Detached	1,335	£371	£379	Freehold
25	49, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	24/01/2024	£649,995	£655,434	4	TRUE	House	Detached	1,335	£487	£491	Freehold
29	14, Albert Bausor Close, Springfield, Chelmsford, Essex CM1 6GU	20/12/2023	£585,000	£593,621	4	TRUE	House	Detached	1,389	£421	£428	Freehold
31	10, George Crowfoot Drive, Springfield, Chelmsford, Essex CM1 6HR	20/12/2023	£710,000	£720,463	4	TRUE	House	Detached	1,561	£455	£462	Freehold
34	6, George Crowfoot Drive, Springfield, Chelmsford, Essex CM1 6HR	19/12/2023	£685,000	£695,095	4	TRUE	House	Detached	1,410	£486	£493	Freehold
40	48, Albatross Way, Chelmsford, Essex CM3 3FX	12/12/2023	£605,000	£613,916	4	TRUE	House	Detached	1,410	£429	£435	Freehold
43	4, George Crowfoot Drive, Springfield, Chelmsford, Essex CM1 6HR	07/12/2023	£680,000	£690,021	4	TRUE	House	Detached	1,410	£482	£489	Freehold
45	8, George Crowfoot Drive, Springfield, Chelmsford, Essex CM1 6HR	30/11/2023	£710,000	£707,066	4	TRUE	House	Detached	1,561	£455	£453	Freehold
52	79, Belfry Crescent, Little Waltham, Chelmsford, Essex CM3 3GN	28/11/2023	£620,000	£617,438	4	TRUE	House	Detached	1,410	£440	£438	Freehold
54	12, Albert Bausor Close, Springfield, Chelmsford, Essex CM1 6GU	27/11/2023	£585,000	£582,583	4	TRUE	House	Detached	1,389	£421	£420	Freehold
58	9, Upper Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3QS	14/11/2023	£700,000	£697,107	4	TRUE	House	Detached	1,475	£475	£473	Freehold
64	25, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	31/10/2023	£625,000	£619,856	4	TRUE	House	Detached	1,475	£424	£420	Freehold
67	30, Banham Drive, Springfield, Chelmsford, Essex CM1 6HA	27/10/2023	£792,995	£786,468	4	TRUE	House	Detached	1,711	£463	£460	Freehold
74	17, Sunningdale Lane, Little Waltham, Chelmsford, Essex CM3 3GG	06/10/2023	£710,000	£704,156	4	TRUE	House	Detached	1,819	£390	£387	Freehold
75	21, Ernest Webb Drive, Springfield, Chelmsford, Essex CM1 6HF	29/09/2023	£485,000	£476,226	4	TRUE	House	Semi Detached	1,335	£363	£357	Freehold
80	12, Sunningdale Lane, Little Waltham, Chelmsford, Essex CM3 3GG	25/08/2023	£700,000	£676,152	4	TRUE	House	Detached	1,819	£385	£372	Freehold
85	35, Albatross Way, Little Waltham, Chelmsford, Essex CM3 3GD	31/07/2023	£610,000	£596,995	4	TRUE	House	Detached	1,410	£433	£423	Freehold
95	29, Philip Whitehead Road, Springfield, Chelmsford, Essex CM1 6HG	30/06/2023	£480,000	£482,469	4	TRUE	House	Semi Detached	1,399	£343	£345	Freehold
13	31, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	30/04/2024	£800,000	£806,695	5	TRUE	House	Detached	2,077	£385	£388	Freehold
18	1, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	18/03/2024	£1,300,000	£1,310,879	5	TRUE	House	Detached	2,196	£592	£597	Freehold
26	26, Upper Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3QS	10/01/2024	£845,000	£852,071	5	TRUE	House	Detached	2,077	£407	£410	Freehold
30	2, George Crowfoot Drive, Springfield, Chelmsford, Essex CM1 6HR	20/12/2023	£995,000	£1,009,663	5	TRUE	House	Detached	2,616	£380	£386	Freehold
39	71, Belfry Crescent, Little Waltham, Chelmsford, Essex CM3 3GN	14/12/2023	£835,000	£847,305	5	TRUE	House	Detached	2,056	£406	£412	Freehold
56	22, Lakeview Crescent, Chelmsford, Essex CM3 3GZ	17/11/2023	£1,450,000	£1,444,008	5	TRUE	House	Detached	3,638	£399	£397	Freehold
60	11, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	03/11/2023	£1,215,000	£1,209,979	5	TRUE	House	Detached	2,196	£553	£551	Freehold
63	7, Sunningdale Lane, Little Waltham, Chelmsford, Essex CM3 3GG	31/10/2023	£800,000	£793,416	5	TRUE	House	Detached	2,056	£389	£386	Freehold
82	3, Lower Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3HA	09/08/2023	£1,250,000	£1,207,415	5	TRUE	House	Detached	2,196	£569	£550	Freehold
98	30, Upper Wimbush Road, Little Waltham, Chelmsford, Essex CM3 3QS	02/06/2023	£825,000	£829,244	5	TRUE	House	Semi Detached	1,938	£426	£428	Freehold
99	10, Regiment Gate, Springfield, Chelmsford, Essex CM1 6BQ	30/05/2023	£900,000	£899,067	5	TRUE	House	Detached	2,314	£389	£388	Freehold
			£58,215,350	**£58,326,118**					**128,080**	**£455**	**£455**	

Turner Morum

Beaulieu Park & Channels - Asking Prices **Source: Rightmove** **Search Date: 22/05/25**

Market Revenue Comps **All Units**

Plot No	Property Description	Unit Type	Beds	ft2	m2	£ / ft2	Asking Price	Developer	House Type	Date put on Rightmove	Days on Market	Link
71	Saiph Apartments, George Wicks Way, Beaulieu, Chelmsford	1 Bed Flat	1	552	51	£453	£250,000		Flat	21/01/2025	169	https://www.rightmove.co.uk/properties/159626162#/?channel=RES_NEW
	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	1 Bed Flat	1	734	68	£402	£295,000	Countryside	Flat	02/05/2025	68	https://www.rightmove.co.uk/properties/161430782#/?channel=RES_NEW
The Walnut	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	1 Bed Flat	1	734	68	£402	£295,000	Countryside	Flat	02/05/2025	68	https://www.rightmove.co.uk/properties/161430782#/?channel=RES_NEW
The Blackthorn	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	1 Bed Flat	1	663	62	£430	£284,995	Countryside	Flat	22/08/2024	321	https://www.rightmove.co.uk/properties/151636250#/?channel=RES_NEW
The Firecrest	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD		1		27	£0		Countryside	Flat	02/05/2025	68	https://www.rightmove.co.uk/properties/161433377#/?channel=RES_NEW
The Firecrest	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	1 Bed Flat	1	592	55	£465	£275,000	Countryside	Flat	05/07/2024	369	https://www.rightmove.co.uk/properties/149911928#/?channel=RES_NEW
The Firecrest	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD		1		27	£0		Countryside	Flat	02/05/2025	68	https://www.rightmove.co.uk/properties/161433509#/?channel=RES_NEW
The Walnut	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	1 Bed Flat	1	515	48	£489	£252,000	Countryside	Flat	02/05/2025	68	https://www.rightmove.co.uk/properties/161432381#/?channel=RES_NEW
The Walnut	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	1 Bed Flat	1	491	46	£512	£251,500	Countryside	Flat	02/05/2025	68	https://www.rightmove.co.uk/properties/161431976#/?channel=RES_NEW
The Walnut	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	1 Bed Flat	1	491	46	£509	£250,000	Countryside	Flat	02/05/2025	68	https://www.rightmove.co.uk/properties/161431841#/?channel=RES_NEW
	Channels, Chelmsford, CM3 3HA	2 Bed Flat	2	846	79	£532	£450,000	Marden	Flat	07/02/2025	152	https://www.rightmove.co.uk/properties/106503716#/?channel=RES_NEW
The Walnut	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	2 Bed Flat	2	733	68	£464	£340,000	Countryside	Flat	02/05/2025	68	https://www.rightmove.co.uk/properties/161432219#/?channel=RES_NEW
136 - The Abberton	Hopkins Homes at Beaulieu, Beaulieu, Chelmsford, CM1 6FU	3 Bed House	3	1,439	134	£417	£600,000	Hopkins	Semi	15/05/2025	55	https://www.rightmove.co.uk/properties/162001802#/?channel=RES_NEW
163 - The Cedar	Land off of Remembrance Avenue, Chelmsford, Essex, CM3 3HR	3 Bed House	3	1,803	168	£388	£699,995	Bellway	Semi	13/05/2025	57	https://www.rightmove.co.uk/properties/161851190#/?channel=RES_NEW
162 - The Shipwright	Land off of Remembrance Avenue, Chelmsford, Essex, CM3 3HR	3 Bed House	3	1,133	105	£492	£556,995	Bellway	Semi	09/05/2025	61	https://www.rightmove.co.uk/properties/161708318#/?channel=RES_NEW
155 - The Thespian	Land off of Remembrance Avenue, Chelmsford, Essex, CM3 3HR	3 Bed House	3	905	84	£586	£529,995	Bellway	Detached	25/02/2025	134	https://www.rightmove.co.uk/properties/160629611#/?channel=RES_NEW
The Laurel	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	3 Bed House	3	1,025	95	£463	£474,995	Countryside	Semi	15/05/2025	55	https://www.rightmove.co.uk/properties/146564087#/?channel=RES_NEW
The Eden	Channels, Chelmsford, CM3 3HA	3 Bed House	3	1,026	95	£521	£535,000	Marden	Semi	23/12/2023	564	https://www.rightmove.co.uk/properties/125315996#/?channel=RES_NEW
The Tay	Channels, Chelmsford, CM3 3HA	3 Bed House	3	1,159	108	£496	£575,000	Marden	Semi	13/03/2025	118	https://www.rightmove.co.uk/properties/159373952#/?channel=RES_NEW
The Tay	Channels, Chelmsford, CM3 3HA	3 Bed House	3	1,159	108	£505	£585,000	Marden	Detached	03/06/2024	401	https://www.rightmove.co.uk/properties/139647269#/?channel=RES_NEW
The Acon	Channels, Chelmsford, CM3 3HA	3 Bed House	3	1,479	137	£453	£670,000	Marden	Detached	25/02/2024	500	https://www.rightmove.co.uk/properties/124509500#/?channel=RES_NEW
The Starling	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	4 Bed House	4	1,600	149	£450	£720,000	Countryside	Detached	12/05/2025	58	https://www.rightmove.co.uk/properties/161812538#/?channel=RES_NEW
The Orwell	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	4 Bed House	4	1,402	130	£468	£656,500	Countryside	Detached	31/01/2025	159	https://www.rightmove.co.uk/properties/157612688#/?channel=RES_NEW
The Rosefinch	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	4 Bed House	4	1,232	114	£459	£565,000	Countryside	Semi	12/05/2025	58	https://www.rightmove.co.uk/properties/161812619#/?channel=RES_NEW
The Nayland	Hopkins Homes at Beaulieu, Beaulieu, Chelmsford, CM1 6FU	4 Bed House	4	1,555	144	£450	£700,000	Hopkins	Link detached	28/03/2025	103	https://www.rightmove.co.uk/properties/159937646#/?channel=RES_NEW
The Fairstead	Hopkins Homes at Beaulieu, Beaulieu, Chelmsford, CM1 6FU	4 Bed House	4	1,566	145	£434	£680,000	Hopkins	Link detached	07/05/2025	63	https://www.rightmove.co.uk/properties/161585522#/?channel=RES_NEW
The Elsenham	Hopkins Homes at Beaulieu, Beaulieu, Chelmsford, CM1 6FU	4 Bed House	4	1,340	124	£448	£600,000	Hopkins	Link detached	02/04/2025	98	https://www.rightmove.co.uk/properties/160114244#/?channel=RES_NEW
The Scriviner	Land off of Remembrance Avenue, Chelmsford, Essex, CM3 3HR	4 Bed House	4	1,197	111	£546	£652,995	Bellway	Detached	13/05/2025	57	https://www.rightmove.co.uk/properties/161851187#/?channel=RES_NEW
The Scriviner	Land off of Remembrance Avenue, Chelmsford, Essex, CM3 3HR	4 Bed House	4	1,197	111	£541	£647,995	Bellway	Detached	30/01/2025	160	https://www.rightmove.co.uk/properties/157543946#/?channel=RES_NEW
The Scriviner	Land off of Remembrance Avenue, Chelmsford, Essex, CM3 3HR	4 Bed House	4	1,197	111	£541	£646,995	Bellway	Detached	27/02/2025	132	https://www.rightmove.co.uk/properties/158755025#/?channel=RES_NEW
The Scriviner	Land off of Remembrance Avenue, Chelmsford, Essex, CM3 3HR	4 Bed House	4	1,197	111	£536	£641,995	Bellway	Detached	27/02/2025	132	https://www.rightmove.co.uk/properties/158755022#/?channel=RES_NEW
Cedar	Remembrance Avenue, Beaulieu, Chelmsford	4 Bed House	4	1,803	168	£372	£669,995		Terraced	07/05/2025	63	https://www.rightmove.co.uk/properties/161617409#/?channel=RES_NEW
	Remembrance Avenue, Beaulieu, Chelmsford	4 Bed House	4	1,197	111	£536	£641,995		Detached	21/05/2025	49	https://www.rightmove.co.uk/properties/162259841#/?channel=RES_NEW
The Barnston	Hopkins Homes at Beaulieu, Beaulieu, Chelmsford, CM1 6FU	5 Bed House	5	1,913	178	£465	£890,000	Hopkins	Detached	26/02/2025	133	https://www.rightmove.co.uk/properties/158711972#/?channel=RES_NEW
The Thurne	Hopkins Homes at Beaulieu, Beaulieu, Chelmsford, CM1 6FU	5 Bed House	5	2,087	194	£422	£880,000	Hopkins	Link detached	24/01/2025	166	https://www.rightmove.co.uk/properties/157220789#/?channel=RES_NEW
The Alvington	Hopkins Homes at Beaulieu, Beaulieu, Chelmsford, CM1 6FU	5 Bed House	5	1,989	185	£435	£865,000	Hopkins	Link detached	26/12/2024	195	https://www.rightmove.co.uk/properties/156183083#/?channel=RES_NEW
The Nightingale	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	5 Bed House	5	1,890	176	£466	£879,995	Countryside	Detached	07/11/2024	244	https://www.rightmove.co.uk/properties/154695746#/?channel=RES_NEW
The Nightingale	Regiment Gate Off Essex Regiment Way Chelmsford Essex CM1 6TD	5 Bed House	5	1,890	176	£466	£879,995	Countryside	Detached	12/05/2025	58	https://www.rightmove.co.uk/properties/161812298#/?channel=RES_NEW
The Clyde	Channels, Chelmsford, CM3 3HA	5 Bed House	5	1,986	185	£478	£950,000	Marden	Detached	07/02/2025	152	https://www.rightmove.co.uk/properties/124507427#/?channel=RES_NEW
The Wye	Channels, Chelmsford, CM3 3HA	5 Bed House	5	1,868	174	£487	£910,000	Marden	Detached	28/01/2025	162	https://www.rightmove.co.uk/properties/124553828#/?channel=RES_NEW
	Channels, Chelmsford, CM3 3HA	5 Bed House	5	1,868	174	£482	£900,000	Marden	Detached	25/02/2025	134	https://www.rightmove.co.uk/properties/109016414#/?channel=RES_NEW
			41	**49,453**	**4,648**	**£468**	**£23,148,935**				**143**	

APPENDIX 6

ARCADIS

NORTH EAST CHELMSFORD
STRATEGIC INFRASTRUCTURE COST SCHEDULE 06-Sep-25 6,250

DRAFT 4.0

6,250

All Costs at 1Q2023

ARC REF	AGREEMENT / DATE	ITEM NO.	DESCRIPTION	TRIGGER DATE	DWG REF	NO OF PLOTS	PHASE 1				NO OF PLOTS	PHASE 2				NO OF PLOTS	PHASE 3				NO OF PLOTS	PHASE 4				COUNTRYSIDE COMBINED PHASE TOTAL 1Q23	NO OF PLOTS	HALLEY				NO OF PLOTS	PTARMIGAN				GRAND TOTAL	PREVIOUS CP TOTAL 1Q23 Based on 6,250	VARIANCE	COMMENTS
							QTY	UNIT	RATE	TOTAL (£)		QTY	UNIT	RATE	TOTAL (£)		QTY	UNIT	RATE	TOTAL (£)		QTY	UNIT	RATE	TOTAL (£)				QTY	UNIT	RATE	TOTAL (£)		QTY	UNIT	RATE	TOTAL (£)			
			DIRECT WORKS			519					311					938					1,733					3,500	1,250					1,340							
100			ENABLING WORKS																																				
100.1			Demolition			0	Item	0	0	0	1	Item	0	0	1	Item	795,431	795,431	1	Item	0	0	795,431	0	Item	0	0	0	Item	0	0	795,431	795,431	0		
100.2			Remediation			1	Item	740,094	740,094	1	Item	4,554,942	4,554,942	1	Item	1,024,746	1,024,746	1	Item	28,558,393	29,558,393	34,878,175	0	Item	0	0	0	Item	0	0	34,878,175	0	34,878,175		
100.3			Contamination			0	Item	0	0	1	Item	0	0	0	Item	0	0	1	Item	0	0	0	0	Item	0	0	0	Item	0	0	0	0	0		
100.4			Archaeology			0	Item	246,387	0	0	Item	0	0	0	Item	0	0	1	Item	28,813	0	0	0	Item	46,869	0	0	Item	0	0	0	0	0	Included in 4100	
100.5			Ecology			0	Item	0	0	0	Item	0	0	0	Item	0	0	0	Item	0	0	0	0	Item	0	0	0	Item	0	0	0	0	0		
100.6			Temporary Works			1	Item	295,260	295,260	1	Item	223,800	223,800	1	Item	440,252	440,252	1	Item	714,780	714,780	1,674,012	1	Item	933,525	933,525	1	Item	886,280	886,280	3,415,885	3,415,886	0		
100.7			Site Wide Earthworks			1	Item	1,549,665	1,549,665	1	Item	1,383,611	1,383,611	1	Item	32,864,944	32,864,944	1	Item	5,288,019	5,288,019	40,084,329	1	Item	5,536,520	5,536,520	1	Item	3,335,576	3,335,576	49,956,430	47,172,405	2,484,025		
100.8			Site Clearance			1	Item	41,875	41,875	1	Item	24,435	24,435	1	Item	31,222	31,222	1	Item	88,993	88,993	186,435	1	Item	15,686	15,686	1	Item	23,195	23,195	225,316	225,316	0		
100.9			Site Wide Retaining Walls and Acoustic Fencing			1	Item	268,999	268,999	1	Item	0	0	0	Item	0	0	0	Item	0	0	268,999	0	Item	0	0	0	Item	0	0	268,999	268,999	0		
			SubTotal						2,164,873				6,186,788				35,155,605			36,659,035	79,387,379				6,485,779				4,367,851	89,240,9	51,879,810	37,360,197			
200			SECTION 278 HIGHWAYS																																				
200.1			New roundabout on Essex Regiment Way and Pratts Farm site entrance			0	Item	0	0	0	Item	0	0	0	Item	0	0	0	Item	0	0	0	0	Item	0	0	0	Item	1,644,719	Included in IDP	0	0	0		
200.2			Other minor connections to existing			1	Item	451,397	451,397	0	Item	0	0	0	Item	0	0	0	Item	0	0	451,397	0	Item	0	0	0	Item	0	150,000	601,397	601,397	0	Countryside allowance (up4ha) to 1Q23 using BCIS Civil engineering index	
			SubTotal						451,397				0				0			0	451,397				0				150,000	951,3	951,397	0		
300			ON-SITE HIGHWAYS																																				
300.1			Strategic infrastructure - Primary roads			1	Item	1,254,684	1,254,684	1	Item	2,185,782	2,185,782	1	Item	3,854,675	3,854,675	1	Item	8,789,570	8,789,570	14,074,711	1	Item	3,611,185	3,611,185	1	Item	4,554,787	4,554,787	22,240,683	22,240,683	0		
300.2			Strategic infrastructure - Secondary roads			1	Item	883,307	883,307	1	Item	349,996	349,996	1	Item	769,136	769,136	1	Item	725,286	725,286	2,681,677	1	Item	0	0	1	Item	830,113	830,113	3,597,790	3,597,790	0		
			SubTotal						2,137,991				2,535,778				4,580,210			7,499,235	16,756,388				3,611,185				5,384,900	25,838,4	25,838,473	0		
400			ON-SITE PEDESTRIAN / CYCLE ROUTES (AWAY FROM SPINE ROADS)																																				
400.1			Leisure footpaths / cycleways			1	Item	264,347	264,347	1	Item	289,676	289,676	1	Item	1,630,799	1,630,799	1	Item	909,671	909,671	2,994,493	1	Item	1,138,135	1,138,135	1	Item	2,153,358	2,153,358	6,283,956	6,283,956	0	Assumed 3m wide	
			SubTotal						264,347				289,676				1,630,799			909,671	2,994,493				1,138,135				2,153,3	6,283,9	6,283,956	0		
500			STRATEGIC SURFACE WATER DRAINAGE																																				
500.1			Storm water drainage			1	Item	818,647	818,647	1	Item	929,633	929,633	1	Item	1,625,581	1,625,581	1	Item	2,611,885	2,611,885	5,985,706	1	Item	866,712	866,712	1	Item	1,444,672	1,444,672	8,329,090	8,329,090	0		
500.2			Attenuation ponds and swales			1	Item	1,578,294	1,578,294	1	Item	1,153,874	1,153,874	1	Item	2,683,684	2,683,684	1	Item	4,188,154	4,188,154	9,604,186	1	Item	1,649,682	1,649,682	1	Item	1,727,672	1,727,672	12,982,240	12,982,240	0		
			SubTotal						2,397,94				2,083,507				4,309,265			6,800,039	15,589,892				2,516,394				3,172,3	21,311,3	21,311,331	0		
600			FOUL WATER DRAINAGE																																				
600.1			Foul water drainage			1	Item	1,121,946	1,121,946	1	Item	748,146	748,146	1	Item	3,027,010	3,027,010	1	Item	3,088,836	3,088,836	7,985,938	1	Item	863,050	863,050	1	Item	998,142	998,142	9,845,130	9,845,130	0	To length of Primary and Secondary Infrastructure	
600.2			Foul water drainage - Off site			1	Item	1,027,549	1,027,549	1	Item	0	0	1	Item	0	0	1	Item	202,317	202,317	1,229,862	1	Item	0	0	1	Item	0	0	1,229,862	1,229,862	0	Strategic Drainage to Beaulieu Foul Water Pumping station	
600.3			Upgrading of Beaulieu Pumping Station/ Intermediate Pumping Stations			1	Item	105,413	105,413	1	Item	85,754	85,754	1	Item	139,896	139,896	1	Item	488,575	488,575	817,618	1	Item	141,822	141,822	1	Item	330,560	330,560	1,290,000	1,290,000	0	Allowance pro rated based on gross acreage	
600.4			On site pumping stations and rising main			0	Item	0	0	0	Item	0	0	0	Item	0	0	1	Item	986,202	986,202	986,202	1	Item	870,796	870,796	1	Item	1,020,015	1,020,015	2,877,012	2,877,012	0		
			SubTotal						2,254,904				833,900				3,166,906			4,279,931	11,017,620				2,016,668				3,348,7	13,132,6	13,132,288	0		
700			UTILITIES																																				
700.1			Utilities - BWSC			1	Item	404,751	404,751	1	Item	379,920	379,920	1	Item	591,295	591,295	1	Item	1,008,690	1,008,690	2,384,623	1	Item	616,009	616,009	1	Item	1,041,993	1,041,993	4,042,655	4,042,655	0	To length of Primary and Secondary Infrastructure	
700.2			Utilities - Payments to Stats			1	Item	1,947,967	1,947,967	1	Item	427,932	427,932	1	Item	1,280,676	1,280,676	1	Item	2,384,586	2,384,586	6,151,162	1	Item	2,167,258	2,167,258	1	Item	2,528,686	2,528,686	9,787,087	7,940,075	1,847,012		
700.3			Chambers (minor) across the site			1	Item	87,844	87,844	1	Item	0	0	1	Item	0	0	1	Item	0	0	87,844	1	Item	378,491	378,491	1	Item	533,665	533,665	1,000,000	1,000,000	0	Allowance pro rated based on gross acreage	
700.4			Reinforcements			1	Item	1,865,646	1,865,646	1	Item	1,113,526	1,113,526	1	Item	3,358,481	3,358,481	1	Item	8,284,955	8,204,955	12,372,608	1	Item	2,756,328	2,756,328	1	Item	3,307,584	3,307,584	18,436,530	13,781,641	4,654,889	based on quotations provided	
			SubTotal						4,305,208				1,921,378				5,240,452			9,589,231	19,996,237				5,918,126				7,411,9	33,166,2	25,764,015	6,501,901	Costing sheet attach	
800			ECOLOGICAL MITIGATION WORKS																																				
800.1			Bat mitigation strategy			1	Item	10,541	10,541	1	Item	9,378	9,378	1	Item	13,987	13,987	1	Item	49,887	49,887	83,792	1	Item	14,182	14,182	1	Item	22,068	22,068	120,000	120,000	0	Allowances based on Beaulieu pro rata'd based gross acreage	
800.2			Great Crested Newt mitigation strategy			1	Item	48,314	48,314	1	Item	42,975	42,975	1	Item	64,136	64,136	1	Item	228,513	228,513	383,938	1	Item	65,002	65,002	1	Item	101,060	101,060	550,000	550,000	0	Allowances based on Beaulieu pro rata'd based gross acreage	
800.3			Ecological supervision during soil stripping			1	Item	1,797	1,797	1	Item	1,585	1,585	1	Item	2,331	2,331	1	Item	8,310	8,310	13,880	1	Item	2,384	2,384	1	Item	3,676	3,676	20,000	20,000	0	Allowances based on Beaulieu pro rata'd based gross acreage	
800.4			Reptile mitigation strategy			1	Item	6,589	6,589	1	Item	5,860	5,860	1	Item	8,742	8,742	1	Item	31,161	31,161	52,351	1	Item	8,864	8,864	1	Item	13,785	13,785	75,000	75,000	0	Allowances based on Beaulieu pro rata'd based gross acreage	
800.5			Badger Mitigation Strategy			1	Item	13,172	13,172	1	Item	11,720	11,720	1	Item	17,485	17,485	1	Item	62,322	62,322	104,700	1	Item	17,728	17,728	1	Item	27,570	27,570	150,000	150,000	0	Allowances based on Beaulieu pro rata'd based gross acreage	
			SubTotal						80,33				71,495				106,645			378,193	636,864				108,160				168,1	915,1	915,160	0		
900			LANDSCAPE & NATURE CONSERVATION																																				
900			General POS Areas within Phases			1	Item	1,537,161	1,537,161	1	Item	548,336	548,336	1	Item	1,578,741	1,578,741	1	Item	2,896,307	2,896,307	6,560,545	1	Item	2,545,966	2,545,966	1	Item	692,547	692,547	9,799,107	9,799,107	0		
900.1			Nature Recovery Network						0				0				0			0	0				0				0	0	0	0	0	Areas taken from Land Budget Schedule	
900.2			Discovery Park						0				0				0			0	0				0				0	0	0	0	0	Incl in S106	
900.3			Bareham Meadows						0				0				0			0	0				0				0	0	0	0	0	Areas taken from Land Budget Schedule	
900.4			Country Park						0				0				0			0	0				0				0	0	0	0	0	Incl in S106	
900.5			Communal Sums / Pump Priming			0	Item	134,300	0		Item	74,640	0		Item	235,120	0		Item	415,900	0	0		Item	360,000	0		Item	360,000	0	0	0	0	Included elsewhere	
			SubTotal						1,537,16				548,336				1,578,741			2,896,307	6,560,545				2,545,966				692,5	9,799,1	9,799,107	0		
1000			GEOTECHNICS						0				0				0			0	0				0				0	0	0	0	0		
1000.1									0				0				0			0	0				0				0	0	0	0	0		
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
1100			UTILITIES DIVERSIONS IN CONNECTION WITH S278 WORKS						0				0				0			0	0				0				0	0	0	0	0		
1100.1									0				0				0			0	0				0				0	0	0	0	0		
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
1200			RENEWABLE ENERGY						0				0				0			0	0				0				0	0	0	0	0		
1200.1									0				0				0			0	0				0				0	0	0	0	0		
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
			SUB - TOTAL DIRECT WORKS						14,705,161				14,486,667				55,729,138			67,405,177	152,326,065				26,149,208				25,328,0	202,447,2	158,547,377	43,900,891		
			SECTION 106																																				
2000			EDUCATION																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
2100			LANDSCAPE & NATURE CONSERVATION MAINTENANCE																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
2200			RECREATION																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
2300			RECREATION MAINTENANCE																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
2400			COMMUNITY FACILITIES																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
2500			COMMUNITY FACILITIES MAINTENANCE																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
2600			ART / IMPROVEMENTS TO CIVIC SPACE																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
2700			OFF-SITE ROAD IMPROVEMENTS																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
2800			PUBLIC TRANSPORT																																				
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
			SUB - TOTAL S106						0				0				0			0	0				0				0	0	0	0	0		
			GENERAL OVERHEADS AND PRELIMINARIES																																				
3000			SITE PRELIMINARIES																																				
3000.1			Road sweeping of infrastructure & S38 works (36 months)			1	sum	31,624	31,624	1	sum	28,129	28,129	1	sum	41,990	41,990	1	sum	149,572	149,572	251,285	1	sum	42,547	42,547	1	sum	66,168	66,168	360,000	360,000	0	Pro rata'd based gross acreage	
3000.2			Wheel wash facility			1	sum	14,061	14,061	1	sum	12,498	12,498	1	sum	18,643	18,643	1	sum	66,457	66,457	111,649	1	sum	18,904	18,904	1	sum	29,388	29,388	169,942	169,942	0	Pro rata'd based gross acreage	
3000.3			Maintenance of Unadopted Sewers			1	sum	10,981	10,981	1	sum	9,761	9,761	1	sum	14,559	14,559	1	sum	51,935	51,935	87,252	1	sum	14,773	14,773	1	sum	22,973	22,973	125,000	125,000	0	Pro rata'd based gross acreage	
3000.4			Maintenance of Unadopted Roads (Weed killing, Litter picking, Winter road salting, gully jetting and cleaning			1	sum	43,922	43,922	1	sum	39,060	39,060	1	sum	58,278	58,278	1	sum	207,739	207,739	349,007	1	sum	59,060	59,060	1	sum	91,900	91,900	500,000	500,000	0	Pro rata'd based gross acreage	
3000.5			Attendance on STATS @ 2%			2	%	3,256,208	64,724	2	%	1,921,378	38,428	2	%	6,240,420	124,808	2	%	9,548,251	191,965	339,925	2	%	5,858,126	117,163	2	%	7,411,908	148,238	565,325	535,287	130,038		
3000.6			Site Offices (Project management offices for infrastructure construction)			1	sum	43,922	43,922	1	sum	39,060	39,060	1	sum	58,278	58,278	1	sum	207,739	207,739	349,007	1	Item	59,060	59,060	1	Item	91,900	91,900	500,000	500,000	0	Pro rata'd based gross acreage	
3000.7			Site Security			1	sum	30,673	30,673	1	sum	27,283	27,283	1	sum	40,696	40,696	1	sum	145,073	145,073	243,727	1	sum	41,267	41,267	1	sum	64,178	64,178	349,171	349,171	0	Pro rata'd based gross acreage	
3000.8			Maintenance of Unadopted landscaping			1	sum	21,961	21,961	1	sum	19,534	19,534	1	sum	29,139	29,139	1	sum	103,870	103,870	174,504	1	sum	29,540	29,540	1	sum	45,956	45,956	250,000	250,000	0	Pro rata'd based gross acreage	
3000.9			Remedials to Roads prior to adoption - kerb replacements etc			1	Item	43,922	43,922	1	Item	39,060	39,060	1	Item	58,278	58,278	1	Item	207,739	207,739	349,007	1	Item	59,060	59,060	1	Item	91,900	91,900	500,000	500,000	0	Pro rata'd based gross acreage	
3000.10			Streets maintenance			1	Item	43,922	43,922	1	Item	39,060	39,060	1	Item	58,278	58,278	1	Item	207,739	207,739	349,007	1	Item	59,060	59,060	1	Item	91,900	91,900	500,000	500,000	0	Pro rata'd based gross acreage	
3000.11			SUDs Commuted Sums (30 years) & Landscaping Commuted Sums / Pump Priming			1	Item	100,003	100,003	1	Item	133,242	133,242	1	Item	312,637	312,637	1	Item	727,529	727,529	1,273,411	1	Item	399,630	399,630	1	Item	497,660	497,660	2,280,000	2,280,000	0	Costs associated with Nature Recovery Network and Bareham Meadows. Pro rata'd	
			SubTotal						520,64				423,154				755,148			2,297,211	4,022,682				805,520				1,312,2	6,140,4	6,023,611	130,038		
3100			FINANCE / LEGALS																																				
3100.1			Legal Costs - S38 Agreements			1	Item	8,784	8,784	1	Item	7,814	7,814	1	Item	11,656	11,656	1	Item	41,548	41,548	69,601	1	Item	11,819	11,819	1	Item	18,380	18,380	100,000	100,000	0	Pro rata'd based gross acreage	
3100.2			Legal Costs - S104 Agreements			1	Item	8,784	8,784	1	Item	7,814	7,814	1	Item	11,656	11,656	1	Item	41,548	41,548	69,601	1	Item	11,819	11,819	1	Item	18,380	18,380	100,000	100,000	0	Pro rata'd based gross acreage	
3100.3			Legal Costs - S106 Agreement			1	Item	30,746	30,746	1	Item	27,349	27,349	1	Item	40,794	40,794	1	Item	145,418	145,418	244,329	1	Item	41,365	41,365	1	Item	64,330	64,330	350,000	350,000	0	Pro rata'd based gross acreage	
3100.4			Legal Costs - Consultant Appointments			1	Item	13,177	13,177	1	Item	11,720	11,720	1	Item	17,483	17,483	1	Item	62,322	62,322	104,702	1	Item	17,728	17,728	1	Item	27,570	27,570	150,000	150,000	0	Pro rata'd based gross acreage	
3100.5			Part 1 Land Compensation Claims			1	Item	21,961	21,961	1	Item	19,534	19,534	1	Item	29,139	29,139	1	Item	103,870	103,870	174,504	1	Item	29,540	29,540	1	Item	45,956	45,956	250,000	250,000	0	Pro rata'd based gross acreage	
3100.6			Legal costs - other			1	Item	8,784	8,784	1	Item	7,814	7,814	1	Item	11,656	11,656	1	Item	41,548	41,548	69,601	1	Item	11,819	11,819	1	Item	18,380	18,380	100,000	100,000	0	Pro rata'd based gross acreage	
			SubTotal						52,82				47,034				70,172			256,913	426,941				73,132				114,0	650,0	650,000	0		
3200			PUBLIC RELATIONS																																				
3200.1			Public relation and marketing costs - publicity, signage, website, public consultation		£1.2m																										0	0	0	Not included in infrastructure schedule	
			SubTotal						0				0				0			0	0				0				0	0	0	0	0		
3300			MISCELLANEOUS																																				
3300.1			Contamination			1	Item	87,844	87,844	1	Item	78,136	78,136	1	Item	116,565	116,565	1	Item	415,479	415,479	698,015	1	Item	118,185	118,185	1	Item	183,800	183,800	1,000,000	1,000,000	0	Pro rata'd based gross acreage	

ARCADIS

NORTH EAST CHELMSFORD
STRATEGIC INFRASTRUCTURE COST SCHEDULE 08-Sep-25 6,250

DRAFT 4,0

6,250

All Costs at 1Q2023

ARC REF	AGREEMENT / DATE	ITEM NO.	DESCRIPTION	TRIGGER DATE	DWG REF	NO OF PLOTS	PHASE 1			519	NO OF PLOTS	PHASE 2			311	NO OF PLOTS	PHASE 3			938	NO OF PLOTS	PHASE 4			1,733	COUNTRYSIDE COMBINED PHASE TOTAL 1023	NO OF PLOTS	HALLEY			1,250	NO OF PLOTS	PTARMIGAN			1,340	GRAND TOTAL	PREVIOUS CP TOTAL 1Q23 Issued 10.11.25	VARIANCE	COMMENTS
							QTY	UNIT	RATE	TOTAL (£)		QTY	UNIT	RATE	TOTAL (£)		QTY	UNIT	RATE	TOTAL (£)		QTY	UNIT	RATE	TOTAL (£)														
			Sub-Total							87,844					78,156					116,555					415,479	698,015				118,185					183,880	1,100,080	1,009,770	0	
3600			PLANNING																																			
3600.1			Pre-Application Planning and Promotion																																0	0	0	Not included in infrastructure schedule
			Sub-Total																																			
			SUB - TOTAL GENERAL OVERHEADS & PRELIMINARIES			0	0	0	0	710,986	0	0	0	0	585,333					1,034,403					3,119,080	5,450,813				1,131,480					1,519,140	9,309,448	8,079,410	130,038	
			PROFESSIONAL / LOCAL AUTHORITY FEES																																			
4000			STRATEGIC PLANNING AND MASTERPLAN																																			
4000.1			Planning Fees @ 1.5% of Construction Costs including landscaping			1.5	%	11,923,741	178,856	178,856	1.5	%	12,945,409	194,181	194,181	1.5	%	51,160,000	766,545	766,545	1.5	%	58,815,650	882,234	882,234	2,021,816	1.5	%	24,169,308	362,540	1.5	%	25,939,022	387,585	2,771,941	2,378,154	393,787	Discharge of planning conditions
			Sub-Total							178,856					194,181					766,545					882,234	2,021,816				362,540					387,585	2,771,941	2,378,154	393,787	
4100			SITE INVESTIGATIONS																																			
4100.1			Topographical Survey			1	Item	4,392	4,392	4,392	1	Item	3,907	3,907	3,907	1	Item	5,828	5,828	5,828	1	Item	20,774	20,774	20,774	34,901	1	Item	5,909	5,909	1	Item	9,190	9,190	50,000	50,000	0	Pro rata'd based gross acreage
4100.2			Geotechnical Survey			1	Item	26,353	26,353	26,353	1	Item	23,441	23,441	23,441	1	Item	34,967	34,967	34,967	1	Item	124,644	124,644	124,644	209,404	1	Item	35,455	35,455	1	Item	55,140	55,140	300,000	300,000	0	Pro rata'd based gross acreage
4100.3			Archaeology			1	Item	246,987	246,987	246,987	1	Item	0	0	0	1	Item	0	0	0	1	Item	28,913	28,913	28,913	275,000	1	Item	46,889	46,889	1	Item	68,094	68,094	387,983		0	Costs for Valley and Ptarmigan are pro rata'd based on Countryside costs. See 1014_Tr for details
4100.4			Noise Surveys			1	Item	4,392	4,392	4,392	1	Item	3,907	3,907	3,907	1	Item	5,828	5,828	5,828	1	Item	20,774	20,774	20,774	34,901	1	Item	5,909	5,909	1	Item	9,190	9,190	50,000	50,000	0	Pro rata'd based gross acreage
4100.5			Arboricultural / Hedgerow Surveys			1	Item	8,784	8,784	8,784	1	Item	7,814	7,814	7,814	1	Item	11,656	11,656	11,656	1	Item	41,548	41,548	41,548	69,801	1	Item	11,819	11,819	1	Item	18,380	18,380	100,000	100,000	0	Pro rata'd based gross acreage
4100.6			Proving storm water outfalls			1	Item	4,392	4,392	4,392	1	Item	3,907	3,907	3,907	1	Item	5,828	5,828	5,828	1	Item	20,774	20,774	20,774	34,901	1	Item	5,909	5,909	1	Item	9,190	9,190	50,000	50,000	0	Pro rata'd based gross acreage
			Sub-Total							264,747					43,975					64,103					257,113	457,068				115,433					167,194	937,683	927,733	6	
4200			ENGINEERING DESIGN																																			
4200.1			Engineering Design Fees @ 4% of Construction Costs			4	%	11,923,741	476,950	476,950	4	%	12,945,409	517,816	517,816	4	%	51,160,000	2,044,120	2,044,120	4	%	58,815,650	2,352,626	2,352,626	5,391,511	4	%	24,169,308	966,772	4	%	25,939,022	1,033,561	7,391,844	6,341,745	1,050,099	
			Engineering Design Fees for S278 Works @ 6% of Construction Costs			6	%	451,397	27,084	0	6	%	0	0	0	6	%	0	0	0	6	%	0	0	0	27,084	6	%	0	0	6	%	150,000	9,000	36,084	36,084	0	
			Sub-Total							504,034					517,816					2,044,120					2,352,626	5,418,595				966,772					1,042,561	7,427,928	6,377,829	1,050,099	
4300			LANDSCAPE DESIGN																																			
4300.1			Landscape Design Fees @ 6% of Landscaping Costs			6	%	1,557,161	62,250	62,250	6	%	548,336	32,900	32,900	6	%	1,578,741	94,724	94,724	6	%	2,886,307	173,178	330,633	6	%	2,545,966	152,760	6	%	692,567	41,554	587,946	587,946	0	
4300.2			Attendance at utilities/Rural surveys / procurement			1	Item	1,797	1,797	1,797	1	Item	1,660	1,660	1,660	1	Item	2,331	2,331	2,331	1	Item	8,310	8,310	13,660	1	Item	2,364	2,364	1	Item	3,676	3,676	20,000	20,000	0	Pro rata'd based gross acreage
			Sub-Total							63,982					34,453					97,056					182,018	457,565				155,124					45,230	607,946	607,946	0	
4400			ECOLOGY																																			
4400.1			Environmental Clerk of Works			1	sum	4,568	4,568	4,568	1	sum	4,063	4,063	4,063	1	sum	6,061	6,061	6,061	1	sum	21,566	21,566	36,297	1	sum	6,146	6,146	1	sum	9,558	9,558	52,000	52,000	0	Pro rata'd based gross acreage
4400.2			Ecological management strategy			1	Item	1,318	1,318	1,318	1	Item	1,172	1,172	1,172	1	Item	1,748	1,748	1,748	1	Item	6,232	6,232	10,479	1	Item	1,773	1,773	1	Item	2,757	2,757	15,000	15,000	0	Pro rata'd based gross acreage
			Sub-Total							5,886					5,235					7,809					27,812	46,767				7,919					12,315	67,082	67,082	6	
4500			SITE SUPERVISION / GENERAL DESIGN																																			
4500.1			Infrastructure Site Supervision and Administration @ 3.2%			3.2	%	11,923,741	381,560	381,560	3.2	%	12,945,409	414,253	414,253	3.2	%	51,160,000	1,637,120	1,637,120	3.2	%	58,815,650	1,882,100	4,313,109	3.2	%	24,169,308	773,418	3.2	%	25,939,022	826,848	5,313,476	5,073,396	840,079	
4500.2			CDM Management			1	Item	26,353	26,353	26,353	1	Item	23,441	23,441	23,441	1	Item	34,967	34,967	34,967	1	Item	124,644	124,644	234,404	1	Item	35,455	35,455	1	Item	55,140	55,140	300,000	300,000	0	Pro rata'd based gross acreage
			Sub-Total							407,913					437,694					1,672,087					2,008,744	4,522,633				868,172					881,995	5,713,476	5,373,396	840,079	
4600			PROJECT MANAGEMENT																																			
4600.1			Project Management Fees @ 1.2% of Construction Costs including landscaping			1.2	%	11,923,741	143,085	143,085	1.2	%	12,945,409	155,345	155,345	1.2	%	51,160,000	613,234	613,234	1.2	%	58,815,650	705,788	1,617,453	1.2	%	24,169,308	290,032	1.2	%	25,939,022	310,068	2,217,553	1,902,524	315,030	
			Sub-Total							143,085					155,345					613,234					705,788	1,617,453				290,032					310,068	2,217,553	1,902,524	315,030	
4700			COST MANAGEMENT																																			
4700.1			Quantity Surveyor Fees @ 1.2% of Construction Costs including landscaping			1.2	%	11,923,741	143,085	143,085	1.2	%	12,945,409	155,345	155,345	1.2	%	51,160,000	613,234	613,234	1.2	%	58,815,650	705,788	1,617,453	1.2	%	24,169,308	290,032	1.2	%	25,939,022	310,068	2,217,553	1,902,524	315,030	
			Sub-Total							143,085					155,345					613,234					705,788	1,617,453				290,032					310,068	2,217,553	1,902,524	315,030	
4800			LOCAL AUTHORITY FEES																																			
4800.1			Section 38 Inspection Fees (@ 5.5%)			5.5	%	2,137,991	181,729	181,729	5.5	%	2,545,779	216,391	216,391	5.5	%	4,583,783	387,922	387,922	5.5	%	7,484,836	637,061	1,423,103	5.5	%	3,611,165	306,949	5.5	%	5,484,900	466,217	2,196,268	2,196,268	0	Included elsewhere
4800.2			Section 278 Inspection Fees (@ 8.5%)			8.5	%	451,397	38,369	38,369	8.5	%	0	0	0	8.5	%	0	0	0	8.5	%	0	0	0	38,369	8.5	%	0	0	8.5	%	150,000	12,750	51,119	51,119	0	
4800.4			Section 38 Commuted Sums			1	Item	87,844	87,844	87,844	1	Item	78,156	78,156	78,156	1	Item	116,555	116,555	116,555	1	Item	415,479	415,479	698,015	1	Item	118,185	118,185	1	Item	183,880	183,880	1,200,000	1,200,000	0	Street lights and finish to footways pro rata'd based on number of units
4800.5			Section 104 Inspection Fees (@ 2.4%)			2.4	%	4,662,845	116,321	116,321	2.4	%	2,923,417	73,085	73,085	2.4	%	7,476,101	186,903	186,903	2.4	%	11,575,949	289,399	666,708	2.4	%	4,423,961	110,599	2.4	%	5,111,061	136,277	911,583	911,583	0	
4800.6			County Council Pre design check fees (S278 Works)			1	Item	75,000	75,000	75,000	0	Item	0	0	0	0	Item	0	0	0	0	Item	0	0	0	75,000	0	Item	0	0	0	Item	0	0	75,000	75,000	0	
4800.7			County Council design check fees (S278)			1	Item	75,000	75,000	75,000	0	Item	0	0	0	0	Item	0	0	0	0	Item	0	0	0	75,000	0	Item	0	0	0	Item	0	0	75,000	75,000	0	
4800.8			County Council/Min cash deposit for highway works (S278 Works)			1	Item	3,300	3,300	3,300	0	Item	0	0	0	0	Item	0	0	0	0	Item	0	0	0	3,300	0	Item	0	0	0	Item	0	0	3,300	3,300	0	
4800.9			County Council costs for Traffic Regulation Orders			1	Item	5,271	5,271	5,271	1	Item	4,688	4,688	4,688	1	Item	6,993	6,993	6,993	1	Item	24,929	24,929	41,881	1	Item	7,091	7,091	1	Item	11,028	11,028	60,000	60,000	0	Pro rata'd based gross acreage
4800.10			Bonding costs (5 years at 2% per annum)			1	Item	87,844	87,844	87,844	1	Item	78,156	78,156	78,156	1	Item	116,555	116,555	116,555	1	Item	415,479	415,479	698,015	1	Item	118,185	118,185	1	Item	183,880	183,880	1,200,000	1,200,000	0	Pro rata'd based gross acreage
			Sub-Total							570,878					456,437					814,909					1,787,346	3,719,298				661,010					962,873	5,372,270	5,372,271	6	
			SUB - TOTAL (PROFESSIONAL / LOCAL AUTHORITY FEES)							2,442,935					1,993,491					6,641,296					9,902,575	20,979,298				3,654,171					4,149,860	27,833,621	24,919,296	2,814,025	
			GRAND TOTAL (including risk)							17,817,410					17,765,692					83,477,859					79,420,837	177,882,797				28,954,969					31,868,628	238,456,795	191,542,833	40,965,161	
5000			RISK (on construction costs)							1,791,741					1,766,649					8,347,799					7,942,884	17,766,780				2,865,497					3,140,883	23,345,060	19,154,244	4,190,816	10% risk allowance
			GRAND TOTAL (including risk)							19,709,151					19,772,291					91,825,645					87,363,721	195,649,577				31,820,466					34,708,831	262,255,975	210,696,937	51,598,977	
6000			OTHER																																			
			Section not used																																			
			Sub-Total							0					0					0					0	0				0					0	0	0	0	
7000			INDEXATION																																			
			Section not used																																			
			Sub-Total							0					0					0					0	0				0					0	0	0	0	
			GRAND TOTAL INCLUDING SERIES 6000							19,709,151					19,772,291					91,825,645					87,363,721	195,649,577				31,820,466					34,708,831	262,255,975	210,696,937	51,598,977	

APPENDIX 7

IDP OPA 2

| | | |

CGC CIL Trajectory Estimates

OPA	% Split of RM	Net Area (ha)	Net Area (sqm)	Max No of Dwellings	Assumed Chargeable res/ floorspace sqm	Commencement 1 Year	CIL Rate £ psm	Total CIL Liability		2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2038/39	2039/40	2040/41	2041/42	2042/43	2043/44	2044/45	2045/46	2046/47	2047/48	2048/49	2049/50	2050/51	2051/52	TOTALS	Difference Same Check
OPA 2		100	246	3,500	218,667																															
Assumed Completion Rates											0	0	43	108	217	150	127	97	54	50	73	215	207	253	224	255	283	251	231	191	168	120	94	77	47	6	3,500	
RM Parcel 1	3%	3	9	113	7,053	2028	£228.07	£1,608,628		40	40	40	£522,304	£723,383	£361,941	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£1,609,628	40
RM Parcel 2	3%	3	8	97	6,055	2029	£228.07	£1,380,858			40	40	£138,096	£932,079	£310,693	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£1,380,858	40
RM Parcel 3	6%	6	15	210	13,108	2029	£235.63	£3,088,895			40	40	40	£1,043,826	£1,389,913	£654,956	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£3,088,895	40
RM Parcel 4	3%	3	6	101	6,304	2030	£242.70	£1,530,080			40	40	40	£353,008	£844,268	£1,032,804	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£1,530,080	40
RM Parcel 5	9%	9	18	331	20,661	2029	£235.63	£4,868,371			40	40	40	£1,582,221	£2,190,767	£1,095,383	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£4,868,371	40
RM Parcel 6	1%	1	3	22	1,373	2029	£235.63	£323,578			40	40	40	£105,363	£145,610	£72,805	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£323,578	40
RM Parcel 7	3%	3	9	92	5,743	2031	£261.36	£1,615,723			40	40	40	40	40	40	40	40	40	£143,572	£1,090,813	£363,593	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£1,615,723	40
RM Parcel 8	6%	6	14	212	13,153	2031	£261.36	£3,733,187			40	40	40	40	40	40	40	40	40	£372,319	£1,675,436	£1,675,436	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£3,733,187	40
RM Parcel 9	5%	5	10	170	10,611	2026	£209.80	£2,075,162			40	40	40	40	40	40	40	40	40	40	£999,325	£1,183,816	£683,907	40	40	40	40	40	40	40	40	40	40	40	40	40	£2,075,162	40
RM Parcel 10	8%	8	19	169	9,300	2027	£298.89	£2,776,190			40	40	40	40	40	40	40	40	40	40	£277,619	£624,629	£1,873,887	40	40	40	40	40	40	40	40	40	40	40	40	40	£2,776,190	40
RM Parcel 11	3%	3	8	154	7,116	2026	£209.80	£2,062,254			40	40	40	40	40	40	40	40	40	40	£206,225	£1,191,956	£464,985	40	40	40	40	40	40	40	40	40	40	40	40	40	£2,062,254	40
RM Parcel 12	7%	7	17	260	16,219	2027	£298.89	£4,844,253			40	40	40	40	40	40	40	40	40	40	40	40	£1,576,382	£2,170,916	£1,089,957	40	40	40	40	40	40	40	40	40	40	40	£4,844,253	40
RM Parcel 13	7%	7	15	238	14,816	2029	£316.67	£4,704,407			40	40	40	40	40	40	40	40	40	40	40	40	40	£470,441	£1,058,492	£1,571,475	40	40	40	40	40	40	40	40	40	40	£4,704,407	40
RM Parcel 14	6%	6	16	211	13,170	2028	£307.45	£4,049,236			40	40	40	40	40	40	40	40	40	40	40	40	40	£404,924	£1,922,191	£1,822,356	40	40	40	40	40	40	40	40	40	40	£4,049,236	40
RM Parcel 15	8%	8	19	260	17,077	2028	£307.45	£5,373,894			40	40	40	40	40	40	40	40	40	40	40	40	40	£1,746,353	£2,418,027	£1,209,514	40	40	40	40	40	40	40	40	40	40	£5,373,894	40
RM Parcel 16	1%	1	5	50	3,125	2029	£316.67	£988,321			40	40	40	40	40	40	40	40	40	40	40	40	40	£98,832	£222,272	£667,217	40	40	40	40	40	40	40	40	40	40	£988,321	40
RM Parcel 17	5%	5	13	169	10,549	2030	£326.17	£3,440,740			40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£343,074	£1,548,333	£1,548,333	40	40	40	40	40	40	40	40	£3,440,740	40
RM Parcel 18	8%	8	20	267	16,666	2031	£335.96	£5,599,041			40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£559,904	£2,519,568	£2,519,568	40	40	40	40	40	40	40	£5,599,041	40
RM Parcel 19	3%	3	7	100	6,242	2063	£356.62	£2,224,727			40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£222,473	£889,566	£1,335,695	40	40	40	40	40	£2,224,727	40
RM Parcel 20	2%	2	7	77	4,806	2063	£356.62	£1,713,080			40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£171,304	£770,868	£770,868	40	40	40	40	£1,713,080	40
RM Parcel 21	7%	7	18	237	14,793	2063	£356.62	£5,272,604			40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	£527,260	£2,372,672	£2,372,672	40	40	40	40	£5,272,604	40
	100%	100	246	3,500	218,667			£64,262,308	40	40	40	£660,890	£4,501,179	£4,743,192	£2,390,949	40	40	40	£515,891	£4,289,257	£5,439,369	£5,600,161	£4,905,963	£6,611,004	£7,217,835	£2,108,237	£4,067,901	£2,913,365	£1,798,692	£4,645,231	£2,372,672	40	40	40	40	£64,262,308	40

Area	Chargeable sqm
OPA 1	81,987
OPA 2	218,667
OPA 3	74,933
TOTAL sqm	375,591

CIL Rate	£
2024	£295.70
2025	£212.42
2026	£209.80
2027	£298.89
2028	£228.07
2029	£316.67
2030	£242.70
2031	£261.36
2032	£307.45
2033	£326.17
2034	£335.96
2035	£281.36
2036	£280.60
2037	£298.89
2038	£307.45
2039	£326.17
2040	£335.96
2041	£336.59
2042	£356.62
2043	£367.71
2045	£378.12

Date	BCIS All in TPI	% Change Year on Year
2025	403	3%
2026	414	3%
2027	427	4%
2028	452	6%
2029	467	3%
2030		3%
2031		3%
2032		3%
2033		3%
2034		3%
2035		3%
2036		3%
2037		3%
2038		3%
2039		3%
2040		3%
2041		3%
2042		3%
2043		3%
2044		3%
2045		3%

Amounts equal to or greater than £1,000,000

10% of the chargeable amount within 60 days of the commencement date with the balance payable in four equal instalments within 270 days, 450 days, 630 days, and 720 days of the commencement date

Breakdown	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2038/39	2039/40	2040/41	2041/42	2042/43	2043/44	2044/45	2045/46	2046/47	2047/48	2048/49	2049/50	2050/51	2051/52	TOTALS
OPA 1	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1425
OPA 2	0	0	43	108	217	150	127	97	54	50	73	215	207	253	224	255	283	251	231	191	168	120	94	77	47	6	3,500	
OPA 3	70	120	160	160	170	160	105	120	85	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1250
Total Completions	120	120	235	323	418	537	500	462	387	299	200	133	215	207	253	224	255	283	251	231	191	168	120	94	77	47	6	6175
% CIL Payment Profile																												
OPA 1	7%	20%	20%	18%	7%	20%	13%	2%	16%	26%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	149%
OPA 2	0%	0%	1%	7%	7%	5%	0%	0%	0%	0%	1%	7%	8%	7%	8%	10%	11%	8%	6%	5%	5%	4%	4%	3%	0%	0%	0%	0%	100%
OPA 3	6%	10%	12%	17%	20%	14%	15%	6%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
			356	638	1074	1413	2113	2575	2962	3261	3462	3594	3809	4016	4240	4493	4747	4998	5241	5472	5663	5831	5951	6046	6123	6169	6175	
			6%	11%	17%	23%	34%	42%	48%	53%	56%	58%	62%	65%	69%	73%	77%	81%	85%	89%	92%	94%	96%	98%	99%	100%	100%	
			0%	0%	33%	45%	23%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			0%	0%	33%	68%	23%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			0%	0%	0%	33%	45%	23%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			0%	0%	0%	33%	23%	68%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			0%	0%	0%	33%	45%	23%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			0%	0%	0%	0%	45%	23%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			0%	0%	0%	0%	0%	0

CGC Education Trajectory Estimates

OPA	Total dwellings	Total Costs	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2038/39	2039/40	2040/41	2041/42	2042/43	2043/44	2044/45	2045/46	2046/47	2047/48	2048/49	2049/50	2050/51	2051/52	TOTALS	Difference Sense Check
OPA 2	3,500										23%			20%				19%		16%			14%								
					0	43	151	368	518	645	742	796	847	919	1134	1341	1594	1818	2072	2315	2566	2797	2988	3157	3277						
Assumed Completion Rates				0	0	43	108	217	150	127	97	54	50	73	215	207	253	224	255	243	251	231	191	168	120	94	77	47	6	3,500	
Permanent Costs		£40,220,322		£0	£0	£0	£0	£0	£0	£0	£9,250,674	£0	£0	£0	£0	£0	£8,044,064	£0	£0	£7,641,861	£0	£0	£6,435,252	£0	£0	£5,630,845	£0	£0	£0	£3,217,626	£40,220,322	
Temporary Costs		£2,433,617		£0	£0	£95,020	£326,735	£630,365	£404,591	£352,499	£268,849	£146,278	£134,376	£74,905	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£2,433,618	
EYCC		£5,028,000		£0	£0	£0	£0	£0	£0	£1,676,000	£0	£0	£0	£0	£1,257,000	£419,000	£0	£0	£0	£1,257,000	£419,000	£0	£0	£0	£0	£0	£0	£0	£0	£5,028,000	
	0	£47,681,940	£0	£0	£0	£95,020	£326,735	£630,365	£404,591	£2,028,499	£9,519,523	£146,278	£134,376	£74,905	£1,257,000	£419,000	£8,044,064	£0	£0	£8,898,861	£419,000	£6,435,252	£0	£0	£5,630,845					£46,464,314	£0
% FOR VIABILITY				0%	0%	0%	1%	1%	1%	4%	20%	0%	0%	0%	3%	1%	17%	0%	0%	19%	1%	13%	0%	0%	12%						

APPENDIX 8



TURNER MORUM

DEVELOPMENT CONSULTANCY

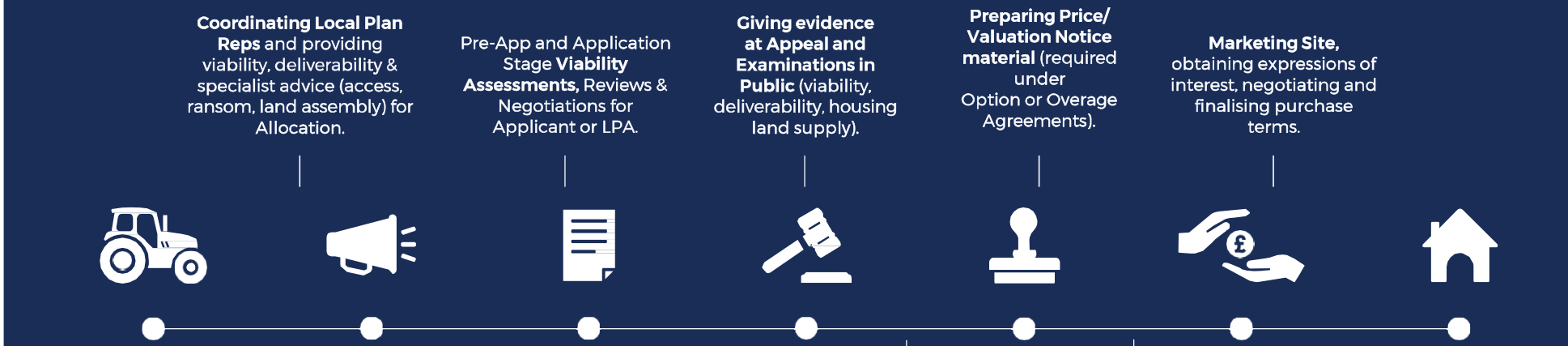
32-33 Cowcross Street, London, EC1M 6DF

www.tmllp.co.uk

RICS

DEVELOPMENT CONSULTANCY SERVICES

OVERVIEW OF SERVICES



Local Plan Assessments (CIL/s106/affordable housing/ infrastructure).

Land Supply Assessments – in support of or in objection to draft allocations.

Coordinating Local Plan Reps and providing viability, deliverability & specialist advice (access, ransom, land assembly) for Allocation.

Advising on potential Partners (Developer, Promoter, Housebuilder).

Advising on proposed Agreement type (Option, Promotion, Conditional, Unconditional).

Pre-App and Application Stage **Viability Assessments,** Reviews & Negotiations for Applicant or LPA.

Representation at planning committee meetings (viability, deliverability, land supply).

Giving evidence at Appeal and Examinations in Public (viability, deliverability, housing land supply).

Advising on terms of draft s106 Agreement (viability and review mechanisms).

Preparing Price/ Valuation Notice material (required under Option or Overage Agreements).

Valuation Advice for land under Option Agreement or Overage Agreement.

Giving **Expert Witness evidence** at dispute resolution.

Marketing Site, obtaining expressions of interest, negotiating and finalising purchase terms.

Early/mid/late-stage **Viability Reviews** (required under s106 Agreement).

Securing Registered Providers for Affordable Housing element.

DEVELOPMENT VIABILITY

NATIONAL VIABILITY ADVICE

We provide viability advice to a wide range of clients at all stages of the development process - from securing draft allocations to structuring and undertaking review mechanisms. A selection of case studies are summarised below:

Woolwell, South Hams
Barwood

Viability advice on a 1,640 unit application and Southwest Devon Council's adjoining 360 unit site, subsequent viability negotiations and s106 advice.

North Horsham, Horsham
Legal & General

Viability and s106 advice on a 2,750 unit scheme including viability review analysis and negotiations.

Cardington, Bedfordshire
Gallagher Developments

Viability advice and assessment to support an application for a 592 unit scheme.

Guildford Train Centre, Guildford
Solum

Viability advice provided to the applicant and agreed with the Council to deliver 438 dwellings including shared ownership and 45,000 sqft of commercial uses.

Brooklands College, Surrey
CALA

A Facilitating Development of 320 dwellings, which cross-subsidised the existing college refurbishments, a listed building and various new facilities.

Long Lawford, Warwickshire
Bloor Homes

Viability submission for a 149 unit scheme with evidence given at public inquiry in relation to viability and deliverability.

Melton North Sustainable Neighbourhood
Barwood, Taylor Wimpey & William Davis

Viability advice agreed with the Council for 3 consortium members to deliver c.1,230 units.

Baldock, North Hertfordshire
Chalkdene Developments

Viability agreed on appeal which allowed the delivery of 52 residential dwellings.

Norton Street, Nottingham
Hyson Green Developments

Student housing development of 580 rooms where viability was agreed with the Council in the form of a commuted sum payment in-lieu.

Lea Halls, Luton
Valorem Investment Partners

Viability assessment & negotiation for a 132 unit conversion scheme with viability evidence provided at public enquiry.

Winnycroft, Gloucestershire
Barwood Homes

Viability advice concerning a 420 unit scheme with viability evidence provided at appeal following refusal.

Hawksley Bungalows, North Hertfordshire
Lovell Partnership

Viability advice provided on an estate regeneration scheme consisting of 157 units.



GARDEN VILLAGE VIABILITY

VIABILITY / DELIVERABILITY ADVICE FOR LARGE, PHASED GARDEN VILLAGES

We advise across the full spectrum of development sites - from small brownfield sites to large strategic and garden village development. We have a comprehensive range of experience across the country on advising on some of the largest and most prominent applications.



Gilston Garden Village, Hertfordshire
Places for People

Viability advice for an 8,500 unit garden village scheme comprising six villages, subsequent viability negotiations and advising on review mechanism structure.

Ipswich Garden Community
Crest Nicholson & Mersea Homes

Viability advice and review mechanism negotiations for outline planning applications comprising 2,290 dwellings.

North Ashchurch Garden Community, Tewkesbury
Bromford Housing Group

Viability advice for up to a 10,000 unit Garden Village scheme of six phases including various mixed uses and employment land.

Tending Colchester Garden Community
Clarion

Viability advice for a 7,750 residential unit scheme comprising six phases and negotiations with Council.

Chilmington Green
Hodson Developments South Ashford Garden Community

Viability advice and review mechanism structuring for a 5,750 unit scheme. Undertaking the first viability review.

Kingsnorth Green
Malcom Jarvis Jomes and Pentland Homes South Ashford Garden Community

Viability advice and review mechanism structing for a 550 unit scheme, giving evidence at appeal.

Court Lodge
Hallam Land South Ashford Garden Community

Viability advice for a 1,000 unit scheme and giving evidence at a public inquiry.

Chelmsford Garden Community
Ptarmigan Land, Countryside & Halley Developments.

Providing viability and deliverability advice to secure allocation for 6,250 dwellings and coordination of the Infrastructure Delivery Plan.

LONDON VIABILITY

VIABILITY ADVICE WITHIN GREATER LONDON

We have provided viability advice all over London working on a wide range of sites, from single dwelling conversions to over 900 unit brownfield regeneration schemes and have an extensive understanding of dealing with the different London Boroughs as well as the Greater London Authority. See a sample of case studies below:

Manderson House, LB Brentford
Blackoynx

Viability advice provided for a 111 unit flatted development.

Homebase – North Finchley, LB Barnet
Taylor Wimpey

Viability advice on 149 units with associated community and amenity uses.

Sedgewick Street, LB Hackney
Nudo Properties

Extensive viability advice provided for a 245 unit flatted development.

Mayday Road, LB of Croydon
Aitch Group

Viability advice regarding a 57 unit BTR scheme. Viability agreed on appeal through a S73 application.

Riverside Approach, Barnet Council &
Buoygues UK

Viability advice regarding a large 359 unit home and community focused regeneration.

Dawlish Studios, LB Merton
Goldcrest

Viability advice regarding a 12 unit scheme on a formed industrial and telecommunications site.

College Towers, LB Croydon
Croydon Council

Reviewing submission for a 937 unit scheme comprising a mixture of co-living and shared ownership dwellings.

Woodcote Grove House, LB Sutton
Sutton Council

Advice on the renovation of a Grade II listed building and the delivery of 69 additional assisted living units.

Hornsey Park Road, LB Haringey
Orbital Developments

Viability advice on a 32 unit scheme, including Class E floorspace.

New Malden, Royal Borough of Kingston-upon-Thames
Redrow Homes

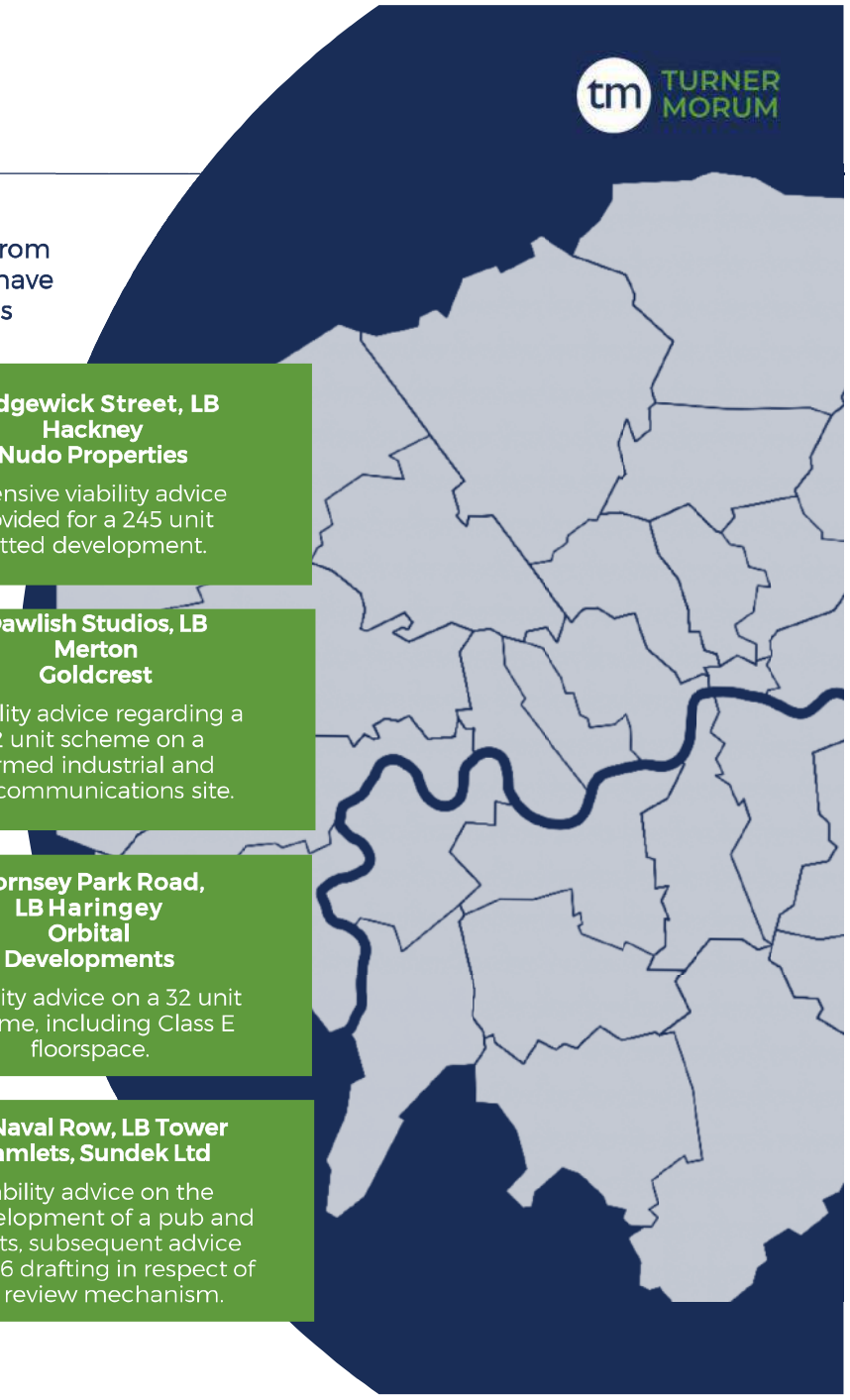
Initial viability assessment for 15 storey 456 unit scheme and advice for a review mechanism.

Oxgate Farm, London Borough of Brent
JPD Corporation Ltd

Viability advice on enabling development and conservation deficit for a Grade II** listed house.

24 Naval Row, LB Tower Hamlets, Sundek Ltd

Viability advice on the redevelopment of a pub and 8 units, subsequent advice on s106 drafting in respect of the review mechanism.



OPTION / OVERAGE ASSESSMENTS

VALUATION ADVICE FOR OPTIONED PROPERTY

We regularly provide valuation advice to landowners and developers on land controlled via option/overage agreements. Such advice is provided at different stages; when the agreements are being drafted, within price / valuation notice submissions or as Expert Witness evidence during dispute resolution proceedings.

Stratford-upon-Avon, Warwickshire
L&Q Estates

Valuation advice and Expert Witness submissions relating to a 270 unit development.

Tonbridge, Kent
Hallam Land Management

Advice provided on a 125 unit scheme controlled under Option Agreement, prior to planning permission.

Faygate, West Sussex
Crest Nicholson

Advice in respect to Phase 1D of the 2,500 unit scheme and providing Expert Witness evidence to Overage.

Backwell, North Somerset
Taylor Wimpey

Valuation advice on a 60-unit scheme on a c.6-acre site where the land was under an Option Agreement.

Keyworth, Nottinghamshire
Bloor Homes

Preparing appraisals for Price Notices and producing Expert Witness reports, leading to a Negotiated settlement.

Aylesbury, Buckinghamshire
Ashfield Land

Advice to the landowner concerning a 2,450-unit scheme extending to 750 acres. Negotiated settlement reached during dispute resolution.

Romsey Avenue, Fareham
Foreman Homes

Valuation advice on a 255 unit scheme, incorporating the deductions set out in the Option Agreement.

Maidstone, Kent
Bellway Homes

Valuation advice relating to a 421 unit scheme where the land was controlled under Option Agreement.

Bishops Stortford, Hertfordshire
Developer Consortium

Detailed advice concerning a 2,065 unit scheme, relating to initial sale, Land Swap Arrangement and Overage.

Swindon New Eastern Villages, Wiltshire
Taylor Wimpey/Hallam/Hannick

Valuation advice and negotiations with multiple landowners for a 375-acre site delivering 2,380 units.

Wavendon, Milton Keynes
L&Q Estates

Detailed advice concerning value & cost equalisation mechanism relating to 327 acre "jigsaw" site.

Pease Pottage, West Sussex
Thakeham Homes

Providing valuation advice in respect of a 600 unit scheme outside of the dispute resolution clauses within the agreement.



ADDITIONAL SERVICES

FURTHER DEVELOPMENT CONSULTANCY

We also provide advice to clients throughout the development process. This includes making local plan and CIL representations, undertaking land supply assessments, advising landowners throughout the planning process, bringing sites to the market, negotiating terms and identifying Registered Providers for affordable housing acquisitions.



Nuneaton and Bedworth

North Warwickshire & South Leicestershire College

Analysing the Borough Council's 5-year housing land supply.

Assessing the deliverability of major pipeline sites exceeding 100 units.

Providing evidence relating to our land supply analysis, given at Appeal.

Wellingborough

Redrow Homes & others.

Comprehensive review of the Borough Council of Wellingborough's 5 Year Housing Land Supply.

Reviewing delivery across major development sites delivering c.7,400 units.

Providing evidence in support of planning applications at several Appeals.

Shenfield, Brentwood

Croudace Homes, Redrow Homes, Stonebond Properties & Countryside Properties

Representations in regard to the Brentwood CIL Examination for the Officer's Meadow Consortium.

Viability testing of the proposed CIL charges.

Toads Hole Valley, Hove

Private Landowners

Marketing the site to a selected group of developers and promoters.

Assisting with the negotiation of the Heads of Terms with the selected bidder.

Providing development consultancy advice throughout the entire planning process.

Royal School, Hindhead

United Learning

Marketing the site to a selected group of developers/promoters.

Shortlisting offers and advising our client on the best structure of purchase.

Negotiating the Heads of Terms and terms of a conditional contract.

Banky Field, Ticehurst

Private Landowners

Marketing the site with Outline Planning Permission.

Approaching identified housebuilders and registered providers to request bids.

Advising on the structure of purchase and the Heads of Terms.

CLIENTS

A SELECTION OF OUR CLIENTS

Bellway
Lands Improvement
CROYDON www.croydon.gov.uk
Places for People
miller homes
BARWOOD LAND
MAIDSTONE Borough Council
WELBECK LAND
THAKEHAM HOMES
SPITFIRE HOMES
BLOOR HOMES
Vistry Group
Urban&Civic
Hallam Land Management
Persimmon Together, we make your home
Taylor Wimpey
Barratt Redrow
CREST NICHOLSON
CALA HOMES
CLARION HOUSING GROUP
a2dominion group

TURNER MORUM

"Having worked very successfully with Turner Morum for over 10 years I would highly recommend them. They are highly experienced experts in large scale strategic sites and deliver their services in a very professional way, always meeting tight deadlines whilst offering very good value for money."

Martin Cumberworth Director, (Strategic Land and Development, Bloor

"Gallagher Developments have been working alongside Turner Morum's high professional team across a wide range of our strategic land developments for a number of years. The Team at Turner Morum have always produced an exceptional quality of work, in a timely manner, which has been an essential part of our success in progressing our sites through the planning process and securing the most optimal and deliverable consents to the market."

Chris McTague Technical Director, Gallagher Developments

Their understanding of valuation and viability matters is second to none, consistently balancing technical rigour with commercial pragmatism. Whether advising on strategic land, navigating complex planning scenarios, or delivering Expert Witness evidence, Turner Morum always operates with diligence and clarity. Their responsiveness and ability to meet tight deadlines make them an invaluable partner, and I would highly recommend their services to any organisation seeking trusted development consultancy."

Julian Rooney Chief Sales Officer, Thakeham

"We have instructed Turner Morum on a range of sizes and types of schemes over a 10-year period. All members of their team work to the same ethos of providing a diligent, professional and ultimately helpful service. We have always received good advice, presented in a coherent way."

Andy Birch Director, Hallam Land Management Limited

TEAM



THOMAS HEGAN MRICS APAEWE
PARTNER

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Tom specialises in providing viability and valuation advice on key strategic sites. Tom regularly provides Expert Witness evidence at Planning Appeals and Inquiries, Arbitrations and court cases covering a wide range of sites all over the country. Tom is an accredited Expert Witness with the advanced award in Expert Witness Evidence and an RICS Registered Valuer.



NICK BIGNALL MRICS
PARTNER

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Nick is a specialist in residual valuations, cashflow appraisals, review mechanisms, land supply assessments and Infrastructure Delivery Plans. He has extensive viability experience in Greater London and provides Expert Witness evidence for Local Plans, Planning Appeals and valuation disputes.



RAMSAY EVANS MRICS MCIArb
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Ramsay advises a range of clients on the value and viability of development land across the country. He regularly provides Expert Witness evidence as a RICS Registered Expert Witness within planning appeals, independent expert determinations & arbitrations, and is also a Member of the Chartered Institute of Arbitrators.



KAT SEAGER MRICS
ASSOCIATE

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Kat specialises in development appraisals and financial modelling, advising a large range of clients for both viability and valuation exercises across the UK. She holds the RICS Expert Witness Certificate.



BARNEY HUMPHREY
SURVEYOR

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Barney primarily works on development appraisals and associated analysis for residential-led schemes, as well as valuation and market research.



HANNAH VENNER
SURVEYOR

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Hannah's role is assisting the Partners with development appraisals for viability and valuation exercises across the country.



JOHN TURNER MRICS
CONSULTANT

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John has extensive experience in providing an array of clients with valuation, viability & specialist advice and has advised on several of the country's largest sites.

Appeals Report

Directorate for Sustainable Communities

Appeal Decisions received between 09-03-2026 and 01-06-2026

Decisions	Count	Percentage
Dismissed	6	50%
Allowed	5	42%
Split	1	8%
Total	12	100%

Written Representation

Land North West Of Doylands Farm Helmons Lane West Hanningfield Chelmsford Essex		
Reference	25/00054/REFUSE	
Proposal	Erection of Stables for Equestrian Use with Associated Hardstanding for Vehicular Access	
Decision & Date	Appeal Allowed	09/03/2026
Key Themes	Development in the Green Belt; harm to neighbour amenity	
Agreed	neighbour amenity acceptable	
Disagreed	the development is appropriate development in the Green Belt	
Appellant's Costs	None	
Council's Costs	None	

Written Representation

11 The Lindens Stock Ingatestone Essex CM4 9NH		
Reference	25/00066/REFUSE	
Proposal	Proposed boundary fence	
Decision & Date	Appeal Dismissed	10/04/2026
Key Themes	Design	
Agreed	Design, fence negatively impacted character of area.	
Disagreed		
Appellant's Costs	None	
Council's Costs	None	

Written Representation

Round Farm Goatsmoor Lane Stock Ingatestone Essex		
Reference	25/00056/REFUSE	
Proposal	Retrospective application for change of use of land to dog day care business including siting of two shipping containers and a caravan, associated parking and formation of new access.	
Decision & Date	Appeal Dismissed	21/04/2026
Key Themes	Green Belt inappropriateness; impacts on openness; unauthorised development; impact on protected lane; definition of a building; demonstrable unmet need.	
Agreed	No harm to protected lane; inappropriate development; containers form a building; harm to openness; lack of evidence supporting unmet need; positive weight to economic/employment benefits; harm to Green Belt not outweighed; no very special circumstances.	
Disagreed	Limited harm to openness; not necessarily unsustainable location considering the development type.	
Appellant's Costs	None	
Council's Costs	None	

Written Representation

Round Farm Goatsmoor Lane Stock Ingatestone Essex		
Reference	25/00059/REFUSE	
Proposal	Retrospective planning application for the erection of an agricultural barn at Round Farm.	
Decision & Date	Appeal Allowed	21/04/2026
Key Themes	Green Belt appropriateness; extent of agricultural activity; harm to protected lane; inaccuracy of submission plans.	
Agreed	No harm to protected lane; justification for restrictive conditions including demolition upon cessation of agricultural use; development needing to accord with submission plans; agricultural activity is modest.	
Disagreed	Building is in agricultural use, modest scale notwithstanding; no need for robust evidence of agricultural enterprise; development is therefore not inappropriate development.	
Appellant's Costs	None	
Council's Costs	None	

Written Representation

Round Farm Goatsmoor Lane Stock Ingatestone Essex		
Reference	25/00062/REFUSE	
Proposal	Retrospective application for the construction of a building. Change of Use of the existing building on agricultural land to a commercial dog grooming salon (Use Class E)	
Decision & Date	Appeal Dismissed	21/04/2026
Key Themes	Building is in agricultural use, modest scale notwithstanding; no need for robust evidence of agricultural enterprise; development is therefore not inappropriate development.	
Agreed	Inappropriate development in the Green Belt; unauthorised building; intensification of use; positive weight attached to economic/employment benefits; no harm to protected lane; inappropriateness harm not outweighed; no very special circumstances; development needing to accord with submission plans.	
Disagreed	Openness impact not significant.	
Appellant's Costs	None	
Council's Costs	None	

Written Representation

6 The Gallops Park Lane Ramsden Heath Billericay Essex CM11 1NN		
Reference	25/00051/REFUSE	
Proposal	Part retrospective application for the change of use of land from F2(c) Equestrian Facility to C3 Residential garden, installation of new landscaped area and ecological enhancements, paving, and retention of a garden room	
Decision & Date	Appeal Allowed	24/04/2026
Key Themes	- Impact on Green Belt - Whether the land forms PDL- The effect of the development on Biodiversity and ecology	
Agreed	- 2017 permission for housing development was implemented	
Disagreed	- The building reduced the openness of the Green Belt but the impact is limited.- The land on which the outbuilding is located forms PDL as it was used as a car park to the formal riding school.- The garden room meets the exception in paragraph 154(g) of the Framework. The garden room and proposed change of use would therefore not be inappropriate development for the purposes of the Framework. - There would be no conflict with LP Policies DM10, S1 and S11, insofar as they seek to protect the Green Belt and its openness.- The landscape proposals would provide a biodiversity net gain when compared to the previous area of hardstanding at the appeal site.- No substantive evidence has been submitted which demonstrates the presence of great crested newts at the appeal site.- The Inspector concluded that the badger sett has been dug out and used after the construction of the garden room.	
Appellant's Costs	None	
Council's Costs	None	

Written Representation

Field At Greenacre Lane Stock Ingatestone Essex		
Reference	26/00006/NONDET	
Proposal	Hay/feed barn	
Decision & Date	Appeal Allowed	01/05/2026
Key Themes	non-determination	
Agreed	The appeal was allowed and the two barns subject of this appeal were approved. This agreed with the Council's 'minded to' decision.	
Disagreed		
Appellant's Costs	None	
Council's Costs	None	

Written Representation

Field At Greenacre Lane Stock Ingatestone Essex		
Reference	26/00007/NONDET	
Proposal	Erect Agricultural Storage Barn	
Decision & Date	Appeal Allowed	01/05/2026
Key Themes	non-determination	
Agreed	The appeal was allowed and the two barns subject of this appeal were approved. This agreed with the Council's 'minded to' decision.	
Disagreed		
Appellant's Costs	None	
Council's Costs	None	

Written Representation

Emilie Stock Road Stock Ingatestone Essex CM4 9PQ		
Reference	26/00009/REFUSE	
Proposal	Replacement detached dwelling.	
Decision & Date	Appeal Dismissed	18/05/2026
Key Themes	Whether the proposal would be inappropriate development in the Green Belt having regard to relevant development plan policies and the NPPF, including the effect upon the openness of the Green Belt.The effect of the proposed development on protected species, with particular regard to bats.If the proposal is inappropriate development, whether the harm by reason of inappropriateness, and any other harm, is clearly outweighed by other considerations so as to amount to the very special circumstances required to justify the development.	
Agreed	The proposed development would impact upon the openness of the Green Belt due to the scale of the proposed new dwelling.The impact upon the protected species must be identified prior to the decision being issued. The provided ecological survey does not provide conclusive evidence of the presence or absence of bats within the existing dwelling. The identified harm to the Green Belt has not been outweighed by other consideration including the proposed fallback position proposed by the applicant.	
Disagreed	The Council considered that the proposed extensions to the existing house would not form a realistic fallback position due to the final design, however, the Inspector considered that the extensions to the house that could be constructed as permitted development would amount to a realistic alternative should the replacement dwelling be not supported.	
Appellant's Costs	None	
Council's Costs	None	

Householder

8 Apple Way Great Baddow Chelmsford CM2 9HX

Reference	26/00002/TPOREF	
Proposal	G4 Silver pines x5 - Located in rear garden - lop approx 3m off the top of the tree. Reason: Risk of falling and damaging property. They are also blocking out sun light	
Decision & Date	Appeal Dismissed	15/04/2026
Key Themes	Effect of the lopping of the trees on the character and appearance of the area and whether sufficient justification has been demonstrated for that lopping.	
Agreed	Works on T2 and T4 are not justified on the grounds that the trees are likely to be harmed by those works and insufficient justification has been provided to justify those works.	
Disagreed	T1, T2 and T3 lean significantly over neighbours property and sufficient justification has been demonstrated for the proposed works on those three.	
Appellant's Costs	None	
Council's Costs	None	

Householder

Chelmsford Health Centre Dickens Place Chelmsford Essex CM1 4UU		
Reference	26/00008/ADVREF	
Proposal	Retrospective application for x1 wall-mounted internally illuminated flex-face lightbox sign and x1 non-illuminated Dibond panel banner	
Decision & Date	Split decision	11/05/2026
Key Themes	Concern regarding the effect of the development on the visual amenities of the area.	
Agreed	The lightbox sign is disproportionately large and visually dominates the side elevation of the modestly sized building.The lightbox sign is visually conspicuous and incongruous within the streetscene, both during the day and at night.The combination of the lightbox sign and the banner creates visual clutter and visual domination.The scheme (particularly the lightbox sign) causes unacceptable harm to the visual amenity of the host property and the streetscene.Even when considered on its own, the lightbox sign is unacceptable due to its harm to visual amenity and therefore should not be granted consent.	
Disagreed	Panel banner was acceptable in visual amenity terms when considered on its own.	
Appellant's Costs	None	
Council's Costs	None	

Householder

62 Heath Drive Chelmsford Essex CM2 9HF		
Reference	24/00028/HH	
Proposal	High Hedge Complaint	
Decision & Date	Appeal Dismissed	20/05/2026
Key Themes	Whether the Council's decision not to issue a Remedial Notice to manage the height of the hedge was appropriate and reasonable	
Agreed	The hedge was not adversely affecting the complainant's reasonable enjoyment of the domestic property. The vegeation should not be the subject of a high hedge remedial notice.	
Disagreed	The action height of the hedge for garden and window measurements.	
Appellant's Costs	None	
Council's Costs	None	