

CHELMSFORD GARDEN COMMUNITY
PLANNING FRAMEWORK AGREEMENT

SUMMARY

1 Purpose and Status of this document

1.1 This document is a summary of the Planning Framework Agreement ('**PFA**') to be entered into in connection with the Chelmsford Garden Community site ('**Site**') to reflect the principles of the Development Framework Document ('**DFD**') and Infrastructure Delivery Plan ('**IDP**') and to set the framework for the Site Specific Section 106 Agreements ('**SSAs**') to be entered into for each OPA¹.

1.2 It sets out the agreed principles of the PFA, the objective is which is to secure the comprehensive delivery of the Chelmsford Garden Community. The detailed terms of the PFA are subject to further negotiations between the parties. The subheadings in the summary relate to the agreed principal obligations of the PFA.

2 Parties

2.1 The parties to the PFA will be: (a) Chelmsford City Council ('**CCC**'); (b) Essex County Council ('**ECC**'); (c) Ptarmigan Chelmsford Limited²; (d) Threadneedle Pensions Limited³ ('**Threadneedle**'); (e) Hanson Quarry Products Europe Limited⁴; (f) Countryside L&Q (North East Chelmsford) LLP⁵; and (7) Halley Developments Ltd⁶ ('**Halley**').

Summary of Principal Obligations

3 Linkages

3.1 Each of the OPAs and Northern RDR Application to be brought forward in broad conformity with the approved DFD.

3.2 Access to each other's land to be facilitated and not to create or exercise any ransom.

4 IDP Working Group

4.1 An IDP Working Group comprising of representatives of the Developers, CCC and ECC to be constituted and operated as specified in the PFA⁷.

¹ The outline or hybrid planning application to be brought forward by the relevant landowners/developers.

² Landowner/developer of OPA Area 1.

³ Landowner of part OPA Area 2. The basis on which Threadneedle will enter into the PFA and what provisions of the PFA they shall be subject to is under discussion.

⁴ Landowner of part of OPA Area 2.

⁵ Developer of OPA Area 2.

⁶ Landowner/developer of OPA Area 3.

⁷ The IDP Working Group has, in fact, already been set up and had its first meeting on 6 December 2022.

4.2 The IDP Working Group will be a forum to monitor and review the operation of the IDP, delivery of infrastructure and making necessary updates to the IDP. The IDP Working Group will also have a reporting function to the PDG. Any material changes to the IDP⁸ will require the approval of CCC as local planning authority (in consultation with ECC as applicable).

5 **Progress Delivery Group ('PDG')**

5.1 The PDG comprising of representatives of the developers, CCC and ECC to be constituted and operated as specified in the PFA, and to act as a non-decision making forum to facilitate information sharing and collaborative working by the parties in the planning and delivery of the Site and to provide a monitoring function.

6 **Monitoring**

6.1 Quarterly monitoring reports will be required, the details of which will be further identified in the PFA.

7 **HIF Recovery Contribution (HR)**

7.1 To pay the HR split for each OPA Area, subject to the triggers specified in the PFA⁹ with the ability for adjusting HR payable, subject to an agreed adjustment mechanism.

8 **Education**

8.1 The OPAs to be in broad conformity with the education principles specified in the approved DFD.

8.2 Terms for education provision to be included¹⁰ which shall include/have regard to (a) accommodate the development proposed for the Site; (b) is integrated across the Site without obstruction, impediment or ransom between the OPA Areas; and (c) is delivered in accordance with the approved IDP and completed SSAs.

8.3 Mechanism to be included to secure necessary education provision in the event that not all of the Site is brought forward for development.

9 **Northern RDR**

9.1 Halley to bring forward the Northern RDR Application.

9.2 The detailed arrangements for the provision of the Northern RDR to be set out in the relevant SSA(s).

⁸ The details as to what are material changes to the IDP requiring the approval of CCC (and ECC as applicable) are under discussion and will be set out in the PFA.

⁹ The number of instalments and the specific triggers for payment of the HR are under discussion

¹⁰The terms for provision are under discussion

9.3 The landowners/developers to use Reasonable Endeavours¹¹ to ensure that the Northern RDR is: (a) designed and built to accommodate the proposed level of development; (b) in broad conformity with the DFD; (c) integrated across the Site; and (d) delivered and dedicated as highway in accordance with the triggers in the SSAs.

9.4 Mechanism to be included to secure provision of the Northern RDR in the event that not all of the Site is brought forward for development

10 **Site Wide Design Principles and Detailed Design Codes**

10.1 Establish the required content of the Site Wide Design Principles Document (SWDPD). This will include the preparation of a set of site wide parameter plans that reflect the emerging or agreed parameter plans prepared for each OPA.

10.2 Outline the process and timings for the preparation of the SWDPD and detail which sections of the document need to be drafted and/or agreed at identified stages.

10.3 The identified process for the preparation of the SWDPD will include monitoring by the PDG or an alternative to be agreed.

10.4 Detailed Design Codes to be prepared and approved prior to the approval of any RMs for the relevant OPA.

10.5 Detail the process and timing for the preparation and agreement of a Detailed Design Code Specification.

11 **Sustainability Standards**

11.1 The PFA to set out the approach to setting Site-wide sustainability standards.

12 **Biodiversity Net Gain**

12.1 To submit a Site-wide BNG strategy for approval by CCC prior to the first OPA being determined.

12.2 To use Reasonable Endeavours to achieve 20% BNG across the entirety of the Site in its end-state.

13 **Public Open Space¹²**

13.1 To develop compatible strategies to deliver the open space principles in the approved DFD.

¹¹ The nature of the endeavours obligation is under discussion

¹² It is proposed that the future management and maintenance of public open space would form part of agreed stewardship principles.

13.2 The SSAs to include suitably worded planning obligations for the specification, ownership, and stewardship arrangements for open space provision.

14 **Stewardship**

14.1 To secure the stewardship principles in accordance with the approved DFD.

14.2 Prior to determination of the first OPA, to submit for the approval of CCC and ECC: (a) the governance structure of the proposed stewardship vehicle; (b) the business plan and stewardship statement for the proposed stewardship vehicle; and (c) a programme for the establishment and operation of the proposed stewardship vehicle – PFA to set out the principles comprised in paragraphs (a) to (c).

14.3 A Garden Community Stewardship Steering Group to be established to steer and advise the approved stewardship vehicle on strategic decision and to facilitate linkages between the Site and the wider community. Provisions (details to be agreed and documented in the PFA) to be included as to the scope, form and members etc of the Garden Community Stewardship Steering Group.

15 **Community Facilities¹³**

15.1 The OPAs to reflect the community facilities principles in the approved DFD.

15.2 The SSAs to include suitably worded planning obligations for the specification, ownership, and stewardship arrangements of the community facilities.

16 **Transport Infrastructure and Sustainable and Active Travel**

16.1 To develop compatible strategies (through the PDG) to reflect the transport infrastructure/ sustainable travel principles in the approved DFD.

16.2 To use Reasonable Endeavours¹⁴ to ensure that the transport infrastructure and sustainable travel measures: (a) are designed and built to accommodate the proposed level of development; (b) reflect the relevant principles in the approved DFD; (c) are integrated across the Site without any restriction, impediment or ransom (including obligations to dedicate highway); and (d) are provided in accordance with the contents of the IDP.

17 **Affordable Housing (AH)**

17.1 To provide a minimum of 35% AH in each OPA Area, unless otherwise specified in the SSA for that OPA Area¹⁵.

¹³ It is proposed that the future management and maintenance of community facilities would form part of agreed stewardship principles.

¹⁴ Whether this is an endeavours or absolute obligation is under discussion.

¹⁵ This AH commitment on the part of the landowners/developers is subject to agreement of the mechanism for any HIF Recovery adjustment (as referenced in para 7.1 of this summary).

17.2 The type and tenure mix of AH in each OPA Area to be set out in the SSAs to accord with CCC's adopted policy.

17.3 The SSAs to include: (a) submission of an AH scheme (specifying the location, quantum, tenure mix, and size of the AH units); (b) to specify the delivery triggers for the AH; and (c) to make provision for the transfer of the AH units to a RP where applicable.

18 **Other Financial Contributions**

18.1 Any other financial contributions sought by CCC and ECC to be set out in the SSAs.

19 **Employment**

19.1 The OPAs to reflect the employment principles in the approved DFD.

19.2 To secure a mechanism/approach to develop compatible strategies for delivering employment across the Site in accordance with the employment principles in the approved DFD and (b) to report and monitor Site-wide progress in relation to the delivery of the compatible employment strategies.

20 **Third Party Land**

Collaborative approach to securing any third-party land to the extent required for the proposed development

21 **CIL Protocol and Hillside Protocol**

21.1 Provisions (subject to agreement on detailed wording) to provide for (a) a CIL protocol¹⁶ to be included in the SSAs to enable adjustments of the planning obligations if there is any overlap or duplication between applicable CIL or if a new infrastructure levy regime is introduced and (b) a Hillside protocol¹⁷ to be included in the SSAs to address the issue of overlapping planning permission following the Supreme Court's recent judgment in Hillside Parks v Snowdonia National Park Authority [2022] UKSC 30.

22 **CCC and ECC covenants.**

22.1 Provisions (details to be agreed and set out in the PFA) as to (a) the provision of infrastructure (as applicable) (b) the expenditure of contributions; (c) the treatment of planning applications/ approval of details and (d) arrangements for access to ECC and CCC land (where applicable).

¹⁶ Details to be set out in the SSAs

¹⁷ Details to be set out in the SSAs