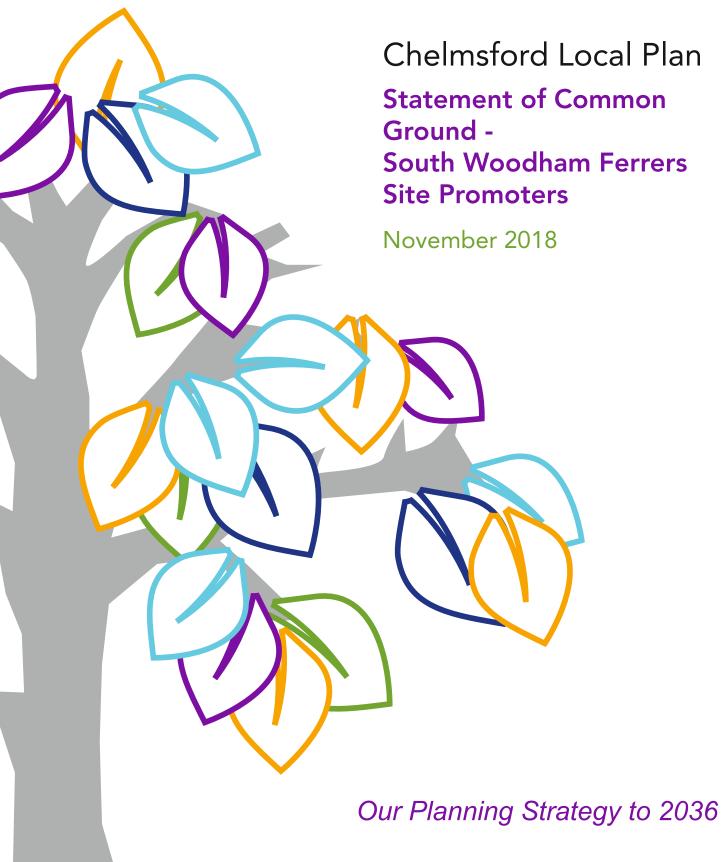
SOCG20a





Chelmsford Local Plan Statement of Common Ground with South Woodham Ferrers Site Promoters – Strategic Matters (excluding specific transport and highway matters)

1. Introduction

This Statement of Common Ground (SOCG) has been prepared jointly by South Woodham Ferrers Site Promoters ('The Promoters') and Chelmsford City Council (CCC) in relation to the proposed Local Plan site allocation Strategic Growth Site 7 – North of South Woodham Ferrers (SGS7). It considers areas of agreement between the parties following the Promoters' representations on the Chelmsford Pre-Submission Local Plan and Sustainability Appraisal (SA).

Promotor/PID Ref Number	Representation Ref numbers
Countryside Properties (1097127)	PS1224 (see Appendix 4 for full schedule of representations)
Essex County Council (311148) (Lambert Smith Hampton representing Essex County Council Property and Facilities)	PS1598 (see Appendix 5 for full schedule of representations)
Speakman Family Ltd	Representations made by Countryside Properties on their behalf

Location 7 – North of South Woodham Ferrers is one of the strategic development allocations within the Local Plan Pre-Submission Document and will deliver a significant amount of new housing and employment growth over the plan period. Two SOCGs have been prepared; this SOCG relates to strategic planning matters in the delivery of the site. A separate SOCG covers specific transport and highway matters.

The agreed matters in this SOCG do not preclude any further written or verbal representations that the City Council, County Council and the Site Promoters may wish to make as part of the Local Plan Examination in relation to any other matters which may not have been agreed and/or which do not form part of this SOCG.

2. The Site

The site lies to the south of Chelmsford, adjacent to the existing urban area of South Woodham Ferrers. A plan of site allocation SGS7, as shown on Map 3 of the Pre-Submission Local Plan Policies Map, and a plan of the area controlled/owned by the parties listed above are presented in **Appendix 1** and **Appendix 2**.

The Site Promoters are working collaboratively to bring the site forward for development.

3. Legal Compliance and Duty to Co-operate

All parties consider that the Chelmsford Pre-Submission Local Plan is legally compliant and consistent with national planning policy including the National Planning Policy Framework (2012), except for those

areas of soundness identified in Countryside's submitted representations (see Appendix 4). It is considered that Chelmsford City Council has fulfilled the Duty to Co-operate and that the Local Plan has been prepared in accordance with the timetable set out in the Local Development Scheme. Furthermore, it is considered that the consultation on the Local Plan has been in accordance with the Council's Statement of Community Involvement and appropriate bodies have been consulted. A comprehensive and robust Sustainability Appraisal has also been carried out to support the Local Plan.

4. Spatial Strategy and Sustainability Appraisal/Strategic Environmental Assessment (SA/SEA)

The Spatial Strategy contained within the Chelmsford Pre-Submission Local Plan is considered sound i.e. positively prepared, justified, effective and consistent with national policy and legislation. It is also supported by a comprehensive, proportionate and robust evidence base.

An appropriate and robust SA/SEA has been undertaken throughout the preparation of the Local Plan in an iterative and consultative manner which has led to the Local Plan containing the most appropriate and sustainable strategy for development and growth.

5. Strategic Priorities, Vision and Spatial Principles

With the exception of those matters identified in by CP in the schedule attached as Appendix 4, the parties agree that the Strategic Priorities, Vision and Spatial Principles within the Chelmsford Pre-Submission Local Plan provide a robust and sound strategic framework.

6. Strategic Policies

With the exception of those matters identified in the schedules attached at appendices 4 and 5, the parties agree that the Chelmsford Pre-Submission Local Plan contains a suite of sound Strategic Policies. These are supported by a sound and robust evidence base that delivers the Strategic Priorities and Vision, and that are in accordance with the Spatial Principles.

<u>Location 7 – North of South Woodham Ferrers</u>

The site allocation policy for North of South Woodham Ferrers sets out the amount and type of development expected to be provided together with specific supporting infrastructure and other requirements.

The parties for the site agree to the following main principles:

Development and masterplanning principles

- The extent of the site allocation boundary as shown on the Pre-Submission Local Plan Policies
 Map (Map 3 South Woodham Ferrers) and attached at Appendix 1
- That the site as shown at Appendix 1 is suitable, available and achievable
- The amount and type of development specified in the Strategic Growth Site Policy 7 (i.e. around 1,000 new homes within the plan period of mixed size and type including affordable housing and specialist residential development, 1,000sqm of flexible neighbourhood scale business,

- community and healthcare provision, and 5 serviced plots for Travelling Showpeople), can be delivered within the extent of the site allocation boundary (as evidenced by the preliminary site analysis work attached at Appendix 6)
- The delivery of affordable housing in accordance with the requirements of adopted Local Plan Policy HO2 (see Outstanding matters in Section 10)
- The site masterplanning principles and the need to prepare a masterplan to be approved by CCC. A PPA has been entered into with CCC and each of the site promoters (Countryside Properties, Essex County Council and the Speakman) which will guide the content, timing, preparation and consultation of the masterplan. A copy of the PPA is attached at **Appendix 3**
- The delivery period of between 2021 and 2033 and the completion rate contained within the Housing Trajectory as set out in the Council's Schedule of Additional Changes (SD 002) (see below)

Infrastructure

- The supporting on-site development and site infrastructure requirements including: a new
 primary school (precautionary basis) together with an early years and childcare nursery and one
 stand-alone early years and childcare nursery, or two new stand-alone early years and childcare
 nurseries; neighbourhood centre; flexible neighbourhood-scale business (1,000sqm); community
 and healthcare provision
- Provision of a well-connected internal road layout which allows good accessibility for bus services, with appropriate bus priority measures.
- Provision of main vehicular accesses details are contained in the transport and highways SOCG.
- Provision of public transport routes/services and provision of pedestrian and cycle connections (and, where appropriate, bridleways within the site) to the wider Public Rights of Way network and the Town Centre – further details are contained in the transport and highways SOCG

Design and layout

- The delivery of a high-quality comprehensively planned sustainable extension to the existing town.
- The delivery of development alongside a network of green infrastructure, habitat mitigation and enhancement and landscape buffering to mitigate the visual, biodiversity and heritage impacts of the development.
- The delivery of a coherent framework of wide green spaces for formal and informal sport, recreation, and community space that is well connected to Public Rights of Way.
- The delivery of development around a coherent framework of routes, spaces and development blocks that deliver areas of distinctive character that respect and retain the existing pattern of historic and landscape features, where appropriate.
- The positive use of utility easements where utilities must be retained
- Mitigation of any potential adverse impacts of recreational pressure on nearby designated European sites

Development requirements

 Undertaking relevant assessments as set at policy SGS7 and the Council's Schedule of Additional Changes.

- Provision of appropriate local and strategic road network improvements as required by the Local Highways Authority – specific requirements identified at this current stage are set out in the transport and highways SOCG.
- Provision of appropriate measures to promote sustainable transport specific requirements identified at this current stage are set out in the transport and highways SOCG.
- Provision of suitable SUDS and flood risk management.
- Provision of and financial contributions to facilitate and sustain a dedicated "car club".
- Provision of (or make financial contributions to) new or enhanced sport, leisure and recreation facilities.
- Financial contributions to secondary education provision as required by the Local Education Authority.
- Financial contributions towards community facilities such as healthcare as required by the NHS/CCG.

7. Delivery

The Chelmsford Pre-Submission Local Plan is supported by robust modelling which tests traffic (EB 026, EB 027, EB 029, EB 031, EB 032 and EB 033), flood and water cycle impacts (EB 106A-I and EB 107B). These demonstrate that there are no over-riding issues and constraints to the development site.

The Chelmsford Pre-Submission Local Plan is supported by infrastructure modelling contained within the Infrastructure Delivery Plan Update (EB 018B) and together with all other policy requirements has been the subject of viability testing (EB 082A and EB 082B). The parties recognise that detailed infrastructure costs may need to be reviewed at the planning application stage in accordance with paragraph 1.7 of the Chelmsford Infrastructure Delivery Plan June 2018 Update (EB 018B).

The allocation of Strategic Growth Site 7 is supported by Landscape Sensitivity and Capacity Assessments (EB 100A-D) which is based on a robust methodology and which, the parties agree, provides a sound preliminary basis for the consideration of potential landscape impacts.

8. Council's Schedule of Additional and Minor Changes

With the exception of those matters raised in section 10, the parties agree to all the proposed changes specifically related to the North of South Woodham Ferrers site allocation as set out in the Schedule of Additional Changes (SD 002) and Schedule of Minor Changes (SD 003) to the Chelmsford Pre-Submission Local Plan and Policies Map, being changes AC182-AC193 and MC19-20 to the site allocation policy and reasoned justification.

The proposed changes overcome some of the concerns raised by the Site Promoters in their Regulation 19 representations. Attached at appendices 4 and 5 is a schedule of the promoters' representations and the extent to which the Schedule of Additional Changes (SD002) and Schedule of Minor Changes (SD003) overcomes their objections

9. Conclusion

All parties agree that the North of South Woodham Ferrers Strategic Growth Site 7 is deliverable within the plan period, is a suitable location for development, and is viable. There are no over-riding issues and constraints that would inhibit development of this site in accordance with the Chelmsford Local Plan.

10. Outstanding matters

In additional to Appendix 4 and Appendix 5, the following outstanding matters remain between the parties:

- The quantum of the district-wide affordable housing target set out in Policy HO2
- The reference to 'flexible' business floorspace in SGS7 (continued in AC183)

11. Agreed change to Strategic Growth Site 7

Following discussion between the two parties it is agreed that a change is required to AC185 in the Schedule of Additional Changes (**SD 002**) regarding the additional bullet proposed under historic and natural environment in the site allocation policy. Currently AC185 states:

"Conserve and enhance nearby listed buildings and their setting"

The Council agreed an approach with Historic England which is reflected in the SOCG with them (**SOCG 01**) on the level of protection given to heritage assets depending on their status, consistent with the wording of the NPPF. Where the setting of a listed building(s) may be affected by proposed growth, the requirement is to *preserve*. Therefore, to ensure consistency throughout the Local Plan and the approach agreed with Historic England, it is proposed that the wording for AC185 is amended to:

"Preserve the setting of nearby listed buildings"

12. Appendices

- Extract from Pre-Submission Local Plan (Map 3)
- 2. Area controlled/owned by the landowners/promoters
- 3. Planning Performance Agreement
- 4. Update on Representations submitted by CP;
- Update on Representations submitted by ECC;
- 6. Joint Site Analysis and Capacity Study by CP and ECC.

Signatories:

Jeremy Potter

Planning and Strategic Housing Policy Manager Chelmsford City Council

Steve Price

Director – Countryside Properties

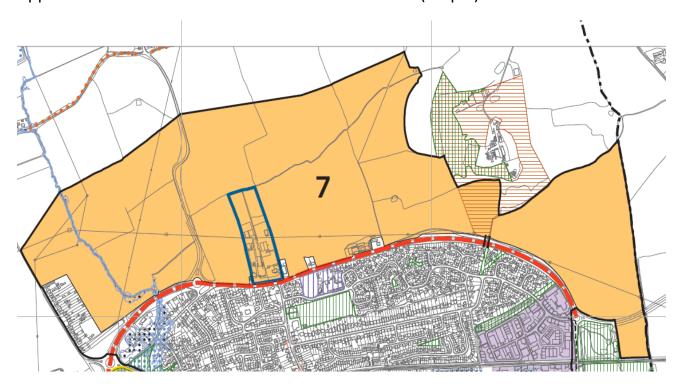
Les Pilkington

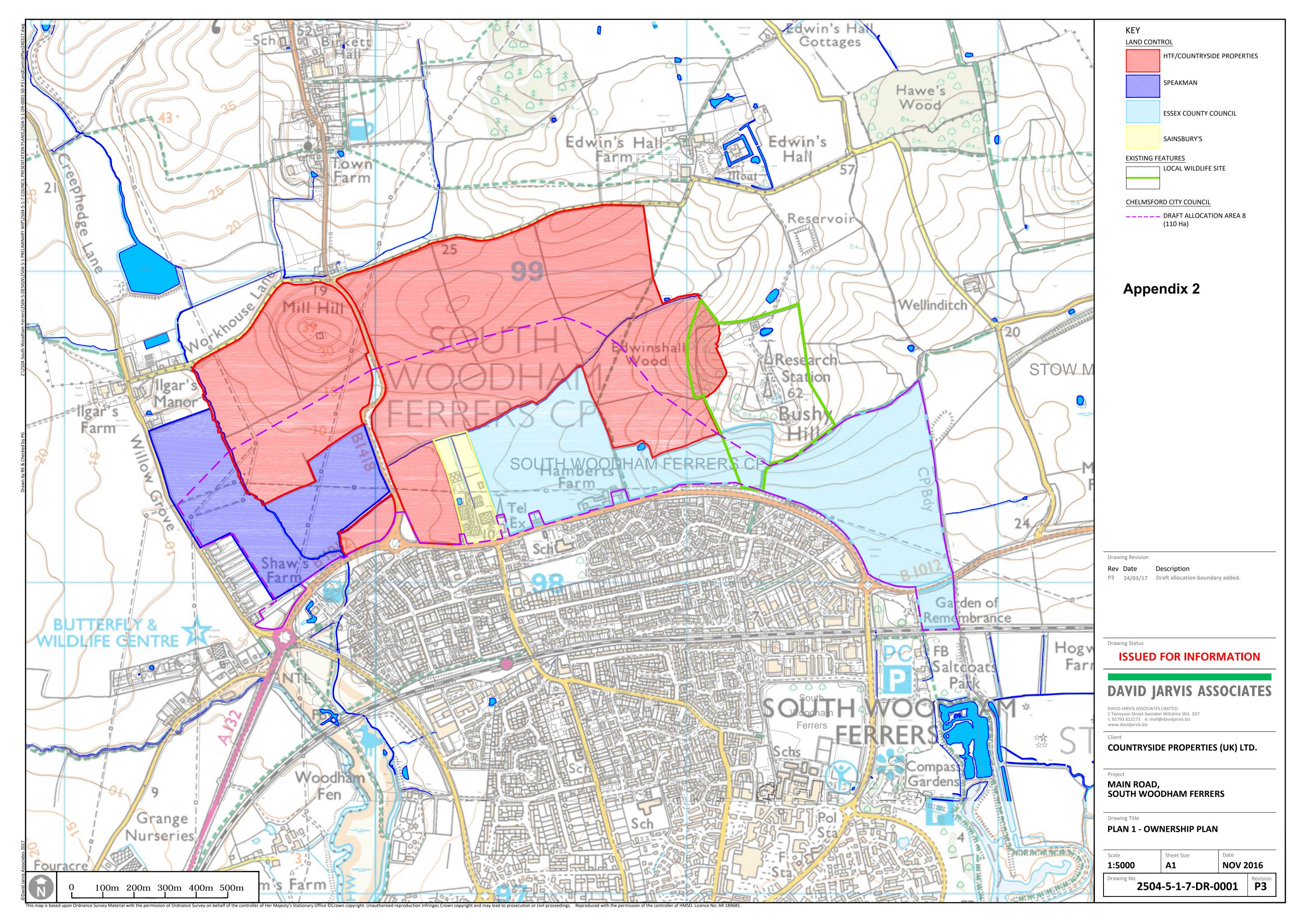
Head of Property for and on behalf of Essex Property and Facilities, Essex County Council

Andy Redman

Savills - On behalf of the Speakman family

Appendix 1 – Extract from Pre-Submission Local Plan (Map 3)





LAND NORTH SOUTH WOODHAM FERRERS (STRATEGIC GROWTH SITE 7)

MASTERPLAN PLANNING PERFORMANCE AGREEMENT

The Planning Performance Agreement (PPA) is made on 19 November 2018 and is between:

- (1) Chelmsford City Council the local planning authority (CCC)
- (2) Countryside Properties (UK) Ltd the promoter of part of the site (CP)
- (3) Essex County Council Property and Facilities the promoter of part of the site (ECCPF).
- (4) **Speakman Family** the promoter of part of the site (SF)

The masterplan PPA concerns the site to be referred to as Land North of South Woodham Ferrers.

CP and ECC are hereafter referred to as the Promoters.

1. Introduction

- 1.1. CCC is the local planning authority for the site which is to be allocated in the Chelmsford Local Plan under Strategic Policy Site 7.
- 1.2. **CP ECCPF, and SF** intend to submit a masterplan for the site in accordance with the Council's masterplan procedure (schedule 4) as approved by the Council's Development Policy Committee on 8th March 2018.
- 1.3. The PPA sets out that **CP, ECC and SF** will pay the fees **£37, 000** as set out in schedule 8 for the commitment of the resources by CCC as set out in the PPA for the preparation and subsequent approval of the masterplan.

2. Shared Vision and Objectives for the masterplan process

2.1. Shared objectives:

- a. All parties of the PPA are committed to working together in good faith and working in a transparent and consistent manner in order that outcomes can be anticipated, defined and understood.
- b. All parties of the PPA shall work collaboratively at each stage of the masterplan process to agree as much common ground as reasonably possible to ensure the progression of the masterplan.
- c. All parties of the PPA shall deliver and meet their commitments required of the masterplan process as set out at schedules 4 and 7.
- d. The masterplan process should be progressed as quickly and efficiently as possible in accordance with the programme set out in Schedule 7.

- e. The masterplan should reflect the Masterplan Framework as set out in Schedule 5, site specific content of the Local Plan Strategic Policy Site 7 and general policy requirements and standards of the Local Plan.
- f. The masterplan extent should reflect the site allocation as shown in Local Plan Policies Map.
- g. The masterplan context should respond to the local area and its requirements, constraints and characteristics
- h. The masterplan should be informed by local community and stakeholder engagement.

3. Purpose of a Planning Performance Agreement

3.1. The Promoters and CCC recognise that the development allocation will give rise to a wide range of planning issues and acknowledge that the timescales for implementation require collaborative working and the approval of the masterplan at Executive Cabinet in a timely fashion.

3.2. The Promoters and CCC enter the PPA to:

- a. Work collaboratively on achieving a successful development, through all the stages of the masterplan procedure and subsequent approval at Executive Cabinet.
- b. Agree performance undertakings (see Schedules 1 and 2) in relation to progress on all stages of the masterplan process and subsequent approval at Executive Cabinet.
- c. To identify key determining issues and agree steps to resolve them wherever possible.
- d. Establish and maintain a positive working relationship between the Promoters teams and LPA with clear lines of communication, informal and formal decision making, and regular review of the project programme.
- 3.3. The agreement shall not restrict or inhibit CCC from properly exercising its role as the local planning authority.
- 3.4. The agreement shall not restrict the creative process of masterplanning and the Promoters' right to put forward their masterplanning concepts for consideration.
- 3.5. CCC agree that if the Masterplan is ready to be reported to CCC's Cabinet in advance of the formal adoption of the Local Plan (but after consultation on main any modifications), it will report the Masterplan to CCC' Cabinet for endorsement as a material consideration, and for a resolution to formally adopt the Masterplan upon adoption of the Local Plan.

NOTE: This PPA does not guarantee the Promoters will secure approval for a masterplan from the Council. All masterplans are subject to Officers recommending the masterplan for consideration at a meeting of the Council's Executive Cabinet and having approval granted by the Cabinet. In the event that Cabinet is minded to make amendments to the masterplan

at the time of consideration, Officers will advise Members that any material changes should be deferred for prior consultation with the Promoters, in order to ensure that the approved Masterplan retains the support of the Promoters and CCC.

4. Operation of the PPA

- 4.1. CCC and the Promoters will keep to this agreement throughout the stages of the masterplan procedure (schedule 4) until approval of the masterplan at Executive Cabinet.
- 4.2. CCC and the Promoters will use their reasonable endeavours to comply with their respective performance undertakings, and work together to progress through the stages of the masterplan process in a timely fashion.
- 4.3. All parties will act with complete fairness and good faith towards each other in respect of all matters in preparation of the masterplan and work together in complying with their obligations under this agreement.
- 4.4. The PPA may be reviewed between the Parties.
- 4.5. Amendment to the PPA and revision of timescales may be agreed between the parties, so the agreement remains responsive to progress and changed circumstances.
- 4.6. Should the case arise, prior to withdrawal from the PPA by eitherparty, a meeting shall be arranged between the key contacts as set out in paragraph 5.2.

5. Steering Group

5.1. The PPA seeks to ensure effective communications between CCC and the Promoters during Stages 0-3 of the masterplan process. The key contacts (see schedule 3) for the purposes of this agreement will be as follows:

For the Council:

- Julie Broere Senior Planning Officer
- Sally Rogers Senior Planning Officer

For CP:

- Jo Clark Countryside Properties
- Kevin Coleman Phase 2 Planning & Development Ltd

For ECC:

- Stuart Moulder ECC
- Ed Morgan Lambert Smith Hampton

For the Speakman family:

- Catherine Williams Savills
- Andy Redman Savills
- 5.2. Should the PPA not be working effectively and in accordance with the project plan, a review will take place at strategic level to resolve any problematic issues. The review will be undertaken by the following **INSERT DETAILS.** The key contacts (see Schedule 3 for details) will be as follows:

For the Council: David Green, Head of Planning

For CP: Steve Price, Regional Director

For ECC:_Ed Morgan, Lambert Smith Hampton

For the Speakman family: Catherine Williams, Savills

CCC's Performance Undertakings

Stage 0:

- a. Designate specific officers from Planning Policy, Development Management and Urban Design who will be the primary contact points throughout the process and who will carry out the functions in accordance with this agreement. The Development Management Officer(s) will be the main co-ordinator to ensure effective communication between all parties.
- b. To provide input and analysis on the initial Masterplan Framework and supporting plans prepared by the Promoters at Stage 0

Stage 1:

- c. To work collaboratively with the Promoters in providing informal and without prejudice guidance and feedback on all masterplanning matters.
- d. To seek to engage internal and external consultees appropriate to the site and this stage, including follow up with internal and external consultees to encourage a response within a reasonable timescale. External consultees may charge a separate fee for their advice during the masterplan process.
- e. To seek to engage in a focussed consultation with local ward members, Parish/Town Council and community interest groups/neighbourhood planning groups relevant to the site. The consultation period shall be three weeks where the relevant consultees may submit comments on the initial masterplan.
- f. To advise on the evidence required to support the masterplan. For example, where relevant this may include Transport Modelling, Flood Risk Assessment, Ecology Assessment, Landscape Assessment, Sustainability Appraisal.
- g. To advise whether the site will be subject to a Design Review following the approval of a masterplan and prior to the submission of any planning applications.
- h. To respond substantively to all faxes, emails, letters and telephone calls within 7 working days of receipt; where circumstances beyond the reasonable control of CCC prevent meeting this undertaking, the identified designated Officer(s) shall notify the Promoters.

Stage 2:

- i. To agree with the Promoters the number, dates and locations of public exhibitions to be held by the Promoters. The level of information available at the exhibitions shall be agreed between CCC and the Promoters.
- j. To carry out formal consultation within a reasonable programme agreed with the Promoters, confirming that public exhibition sites have been secured and that all information has been received from local interests, national stakeholders including the Environment Agency, Historic England, Network Rail, Essex County Council

(Highways, Education etc), and Natural England etc in respect of the masterplan application so as to ensure that all issues raised are addressed and resolved.

- k. To proactively manage the timely response of consultees.
- To produce a summary of all representations and main issues within a reasonable timescale following the close of the consultation period, to be used as the basis for possible amendments to the masterplan. This is subject to review between CCC and the Promoters in the event that relevant stakeholder responses are not received.
- m. To work collaboratively with the Promoters and relevant stakeholders on changes to the masterplan following public consultation and representations raised.
- n. To work collaboratively towards agreeing in principle a final masterplan to be presented to the Executive Cabinet.

Stage 3:

- o. To prepare a consultation feedback report following finalisation of the masterplan and agreement in principle. This shall detail the level of responses received from the consultation, the main issues and responses, including any amendments made to the masterplan following the consultation.
- p. Where a final masterplan has been agreed in principle and no further information is required from the Promoters, CCC will notify the Promoters no later than 10 working days prior to any meeting of the Executive Cabinet at which the masterplan will be discussed and/or considered and to provide the Promoters with a copy of any report to the Executive Cabinet at that time.

The Promoters' Performance Undertakings

Stage 0:

- a. To notify the Council of their intention to enter into the masterplan process.
- b. To prepare a Masterplan Framework for discussion with CCC and to use the subsequently agreed Masterplan Framework as the basis for masterplan preparation. The Masterplan Framework and supporting plans shall provide, amongst other matters, a brief site analysis, constraints and opportunities, movement and connectivity strategy, landscape strategy, developable areas and potential land use.

Stage 1:

- c. To submit an initial masterplan to CCC for the site.
- d. To work collaboratively with CCC to negotiate and evolve masterplan content.
- e. To work proportionately with local ward members, Parish/Town Council and community interest groups/neighbourhood planning groups relevant to the site and where considered appropriate by CCC agree to direct communication with such groups through email, letter, telephone or meeting.
- f. To use reasonable endeavours to liaise with relevant agencies such as Environment Agency, Historic England, Network Rail, Essex County Council (Highways, Education etc.), and Natural England etc. and to involve CCC where appropriate.
- g. Whenever possible to address any material concerns raised by representations to the Local Plan prior to the submission of a pre-application masterplan to CCC.
- h. To provide CCC with such additional and reasonable information as may be requested within 5 working days of such written request from CCC (or such other time period as may be agreed) in order to enable CCC to discharge its responsibilities.
- i. To provide to CCC prior to any meeting, where reasonable, all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.
- j. To provide to CCC within 10 working days of any meeting the minutes or action points arising from that meeting.
- k. Payment of £37, 000 to Chelmsford City Council following the signed agreement of the PPA for masterplanning process as set out in schedule 8.

Stage 2:

I. To submit a masterplan application to CCC for the site.

- m. To agree with CCC the number, dates and locations of public exhibitions to be held by the Promoters. The level of information available at the public exhibitions shall be agreed between the Promoters and CCC.
- n. To confirm that public exhibition locations have been secured, the nature of publicity, and to carry out public exhibitions as agreed with CCC.
- o. To encourage written/electronic responses from the public engagement and provide a copy of those responses and an account of how the masterplan addresses the points raised within 10 working days of the public exhibition.
- p. To provide CCC with such additional information as may be requested within 5 working days of such written request from CCC (or such other time period as may be agreed) in order to enable CCC to discharge its responsibilities.
- q. To provide to CCC prior to any meeting and where reasonable, all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.
- r. To provide to CCC within 10 working days of any meeting the minutes or action points arising from that meeting.
- s. To work collaboratively with CCC and relevant stakeholders on changes to the masterplan following public consultation and representations raised.
- t. To work collaboratively towards agreement in principle to a final masterplan to be presented at Executive Cabinet.

Stage 3:

u. To provide CCC with such additional and reasonable information as may be requested within 5 working days of such written request from CCC (or such other time period as may be agreed) in order to enable CCC to discharge its responsibilities under stage 3.

The Project Team

Both parties have agreed to use their reasonable endeavours to ensure that the masterplan is progressed in accordance with the Planning Performance Agreement with the following Project Team.

1. Project Team		
CCC Core Team		
Name	Position & Role	Contact Details
Julie Broere – Senior Planning Officer	*Development Management Officers	julie.broere@chelmsford.gov.uk
Sally Rogers – Senior Planning Officer		sally.rogers@chelmsford.gov.uk
Jenny Robinson – Senior Planning Officer	Planning Policy Officer	jenny.robinson@chelmsford.gov.uk
Andy Bestwick – Implementation Lead	Urban Design Officer	andy.bestwick@chelmsford.gov.uk

CCC Internal		
Consultees		
Name	Position & Role	Contact Details
Paul Van Damme –	Parks & Recreation	Paul.vandamme@chelmsford.gov.uk
Parks and Green Spaces		
Manager		
Liz Harris-Best –	Affordable Housing Advice	Liz.harrisbest@chelmsford.gov.uk
Principal Housing		
Implementation and		
Strategy Officer		
Stuart Graham -	Economic Development and	stuart.graham@chelmsford.gov.uk
Economic Development	Implementation Team	
and Implementation		
Manager		

CCC Partners		
Name	Position & Role	Contact Details
Hilary Gore – Strategic	ECC Highways Advice	hilary.gore@essex.gov.uk
Development		
Manager		
	ECC Highways Advice	
	Alternative Contact	
Joy Thomas –	ECC Community	joy.thomas@essex.gov.uk
Infrastructure	Infrastructure	
Planning Manager		
	ECC Lead Local Flood	
	Authority	

John Ashley Bob Massey Malcolm Sismey Linda Denston Robert Denston Patricia Hughes	Ward Councillors	ashley.john@chelmsford.gov.uk bob.massey@chelmsford.gov.uk malcolm.sismey@chelmsford.gov.uk linda.denston@chelmsford.gov.uk robert.denston@chelmsford.gov.uk patricia.hughes@chelmsford.gov.uk
Karen Hawks	Neighbourhood planning group	enquiries@southwoodhamferrerstc.gov.uk
Parish Clerk	Parish/Town Council	enquiries@southwoodhamferrerstc.gov.uk

^{*}Identified point of contact

CP Core Team		
Name	Position & Role	Contact Details
Steve Price, Regional	Project Director, Countryside	Steve.Price@cpplc.com
Director (Planning)	Properties	
Jo Clark, Associate	Key Planning Contact,	Jo.Clark@cpplc.com
Director (Planning)	Countryside Properties	
Lydia Meeson, Planning	Alternative Planning	Lydia.Meeson@cpplc.com
Manager	Contact,	
	Countryside Properties	
Charlie Ward, Assistant	Technical Contact,	Charlie.Ward@cpplc.com
Development Manager	Countryside Properties	
Alex Harrison, Senior	Housing Development	Alex.Harrison@cpplc.com
Planning Manager	Contact, Countryside	
(Land East)	Properties	
Kevin Coleman.	Planning Consultancy	kcoleman@phase2planning.co.uk
Director, Phase 2	Contact	
Planning		

CP Design Team (The Council is to be notified of any additions or amendments to the design team as they arise)		
Name	Position & Role	Contact Details
Ian Mitchell, Mayer Brown	Strategic Highways Contact	imitchell@mayerbrown.co.uk
Daniel Scurlock, AECOM	Strategic Drainage Contact	Daniel.Scurlock@aecom.com
Richard Fenna, Geosphere Environmental	Ecology Consultant Contact	richard@geosphere-environmental.co.uk
Fiona Tuddenham and Jeff Nottage, Broadway Malyan	Masterplanner Contact	f.tuddenham@broadwaymalyan.com j.nottage@broadwaymalyan.com

TBC	Architect Contact	
Paul Gibbs, David Jarvis Associates	Landscape Architects Contact	paulgibbs@davidjarvis.biz
Carey Doyle, Bidwells	EIA Consultancy Contact	carey.doyle@bidwells.co.uk

ECC Core Team		
Name	Position & Role	Contact Details
Stuart Moulder	Property and Facilities	
Essex County Council	Officer, ECC	Stuart.Moulder2@essex.gov.uk
Alistair Carter	Property and Facilities	Alistair.Carter@essex.gov.uk
	Officer, ECC	
Ed Morgan	Representing ECC as	emorgan@lsh.co.uk
Lambert Smith	landowner	
Hampton		
James Wood	Representing ECC as	jwood@lsh.co.uk
Lambert Smith	landowner	
Hampton		
пашрион		
	Developer Name	
	Technical Contact	
	Developer Name	
	Housing Development	
	Contact	
	Housing Association	
	Contact	
Lawrence Revill,	Key Planning Consultant	<u> revill@davidlock.com</u>
David Lock Associates	Contact	
Scott Gibson, David Local	Alternative Planning	SGibson@davidlock.com
Associates	Consultancy Contact	

ECC Design Team (The	Council is to be notified of any ad	ditions or amendments to the design
team as they arise)		
Name	Position & Role	Contact Details
Matt Franklin	Strategic Highways Contact	matt.franklin@pja.co.uk
	Strategic Utilities and Infrastructure Implementation Contact	
Richard Fenna,	Ecology Consultant	richard@geosphere-
Geosphere Environmental	Contact	environmental.co.uk
Lawrence Revill David Lock Associates	Masterplanner Contact	lrevill@davidlock.com
Scott Gibson	Alternative Masterplanner	SGibson@davidlock.com
David Lock Associates	Contact	
	Architect	
	Contact	

Landscape Architects Contact	
Arboricultural Consultancy Contact	

Masterplan procedure



1. Background

1.1 The Spatial Strategy of the Local Plan is set out in Strategic Policy S9. Strategic Policy S9 identifies development allocations up to 2036 in three Growth Areas. The sites allocated vary in scale and type and are categorised as shown below:

Site Type	Threshold
Strategic Growth Sites	Housing and/or mixed used sites for 100 or more
	new homes
Growth Sites	Residential sites of less than 100 new homes
Opportunity Sites	No threshold
Existing Commitments	10 new homes or above
Employment Sites	No threshold

- 1.2 Both Strategic Policy S9 and paragraph 7.5 of the Local Plan state that for larger Strategic Growth Sites the Council will expect a masterplan for each site to be submitted for approval. This is to ensure the site is developed in the manner in which it is intended to help deliver the Spatial Strategy.
- 1.3 Where there is a requirement for a site to be masterplanned, this is specified in the policy for the site allocation (a list of all the sites is set out below).
- 1.4 It is necessary to establish masterplanning procedures to guide masterplan preparation and approval. The procedure will set out the obligations on the part of both the developer/promoter and the Council, the extent of engagement with stakeholders and the public and, once finalised, the status of masterplans.
- 1.5 Masterplans are separate from the planning application process. An approved masterplan must be in place for the relevant site prior to the submission of any planning application.
- 1.6 Set out below is the process of approving masterplans.

Stage	Developer	Council		
Stage 0	Developer/promoter notifies the Council that they would like enter in to the masterplan process	The Council produces a Masterplan Framework. This sets out what information and analysis should be included in the masterplan for the site. This is required to be used as a basis for Stage 1, the submission of a masterplan pre-enquiry.		

- This stage triggers the process of the developer/promoter and the Council entering into a Planning Performance Agreement. It will be tailored to the scale of the site, i.e. larger sites are likely to have a longer project programme, additional consultees etc. Where a site includes multiple parcels of land (Strategic Growth Site 1a as an example), it is required that the developer/promoter of each parcel is signed up to the agreement. However, the obligations of the individual developer/promoter will be subject to the availability of the individual sites. In line with the Strategic Growth Site 1a policy, this allows sites to come forward independently as they become available but masterplanning principles can still be established.
- The PPA will cover all the stages of the masterplaning, from the initial notification to the final stage of the document being adopted by the Council as approved guidance. It will not include any subsequent pre-application discussions/ planning application following approval of a masterplan.
- The extent of masterplanning and level of detail will vary from site to site with the Council giving due consideration to the scale of the site and development. This will be reflected in the PPA.

Sites requiring masterplans as identified in the Local Plan

- Strategic Growth Site 1a –Chelmer Waterside Allocations (CW1a, CW1b, CW1c, CW1d, CW1e, and CW1f)
- Strategic Growth Site 1c North Gloucester Avenue (John Shennan, Chelmsford
- Strategic Growth Site 2 West Chelmsford (Warren Farm)
- Strategic Growth Site 3a East Chelmsford (Manor Farm)
- Strategic Growth Site 3b East Chelmsford Land North of Maldon Road (Employment) (Joint 3a-3d)
- Strategic Growth Site 3c East Chelmsford Land North of Maldon Road (Joint 3a-3d)
- Growth Site 3d East Chelmsford Land North of Maldon Road (Residential) (Joint 3a-3d)
- > Strategic Growth Site 4 North East Chelmsford
- Strategy Growth Site 5a Great Leighs land at Moulsham Hall (Joint 5a-5c)
- Strategy Growth Site 5b Land East of London Road (Joint 5a-5c)
- Strategy Growth Site 5c Land North and South of Banters Land (Joint 5a-5c)
- Strategy Growth Site 6 North of Broomfield
- > Strategy Growth Site 7 North of South Woodham Ferrers

Some of the above sites have existing masterplans/design briefs.

	The Council will review and consider whether they are relevant and/or still up-to-date to determine whether further masterplanning is required and whether the masterplan process can be adapted to take account of them.				
Stage 1	Developer/promoter submits masterplan preapplication enquiry to the Council Council Enquiry is registered by the Council (suffix reference MAS/PE). At this stage the documents are subject to a focused consultation (see below)				
	The developer/promoter and Council engage in pre-application negotiations. These should include but are not limited to;				
	 Requiring the masterplan area to reflect the Policies Map Requiring the masterplan to reflect the development principles set out in the Strategy Growth Site Policy for the area Engagement with relevant stakeholders. This is likely to include statutory bodies, service providers, local transport authority and local organisations such as Parish/Town Councils, neighbourhood plan groups etc. Initial consultation will be more focused than a general public consultation. However, local representatives should be involved at this stage. Supporting evidence required. This may include transport modelling, Flood Risk Assessment, Habitats Regulations Assessment, Landscape Assessment, Sustainability Appraisal Design Review process which is likely to occur prior to the submission of a planning application. The following sites will be subject to a Design Review: 				
	 SGS2 – West Chelmsford SGS3a – East Chelmsford (Manor Farm), 3b – East Chelmsford – Land North of Maldon Road (Employment), 3c – East Chelmsford – Land South of Maldon Road & 3d – East Chelmsford – Land North of Maldon Road (Residential) SGS4 – North East Chelmsford SGS5a – Great Leighs – Land at Moulsham Hall, 5b – Great Leighs – Land East of London Road, 5c – Great Leighs – Land North and South of Banters Lane SGS6 – Land North of Broomfield SGS7 – North of South Woodham Ferrers 				

Why is the masterplan not available to the wider public at stage 1?

The purpose of pre-application negotiations is to ensure the masterplan responds to the vision and principles for the site to ensure the delivery of the Spatial Strategy. Site promoters may submit an initial masterplan that is not consistent with the Spatial Strategy and needs substantial reworking.

Purpose of masterplans

Master plans are high level documents setting out the Council's strategic approach to development. They will be used to create excellent places to live, work and enjoy that respond to the unique site circumstances. The masterplan should deliver a framework in enough detail to define predictable outcomes but with sufficient flexibility to allow creative responses from developers/promoters.

As a minimum masterplans should include:

- A vision for the new place
- Site and context analysis
- Movement structure
- Infrastructure strategy energy, water, waste water, SUDS, broadband
- A framework for landscape, spaces and public realm
- Land use and developable areas
- Building heights
- Design code
- Delivery and phasing
- Site specific issues eg heritage, contamination, flood risk, important views, etc

The level of detail will reflect the scale of the site and development.

Stage 2	Developer/promoter submits a masterplan application	Masterplan is registered by the Council (suffix reference MAS). Documents are publicly available in accordance with consultation procedures (see below)			
	Consultati	ion procedure			
	developer/promoter and the dates and location of public - For development allocation exhibition will not be require Council. - The developer/promoter is They will direct attendees to Council's website. - The Council to produce site notifications (the extent of advising of public exhibition submit comments on the means of the council comments on the means of the submit comments on the means of the council control of the council c	 The developer/promoter is responsible for the exhibitions. They will direct attendees to submit any comments via the Council's website. The Council to produce site notices and neighbour notifications (the extent of notification area to be agreed) advising of public exhibition dates and locations and how to submit comments on the masterplan. The Council will consult local neighbourhood groups, 			
		Representations are summarised and main issues identified			
	Amendments made to masterplan following consultation and discussions with the Council and relevant stakeholders				
Stage 3*		Consultation report published detailing; Level of responses Type of comments received Amendments made to the masterplan to reflect community involvement			
	*In most circumstances only on	Masterplan to be approved at Executive Cabinet as Council approved guidance e public consultation will be			

_	
	necessary. However, if significant changes are required following
	the first consultation, it is likely that a second consultation is
	needed to ensure the public have the opportunity to comment.
	The Council will make an assessment on a site by site basis.

2. Status of Masterplans

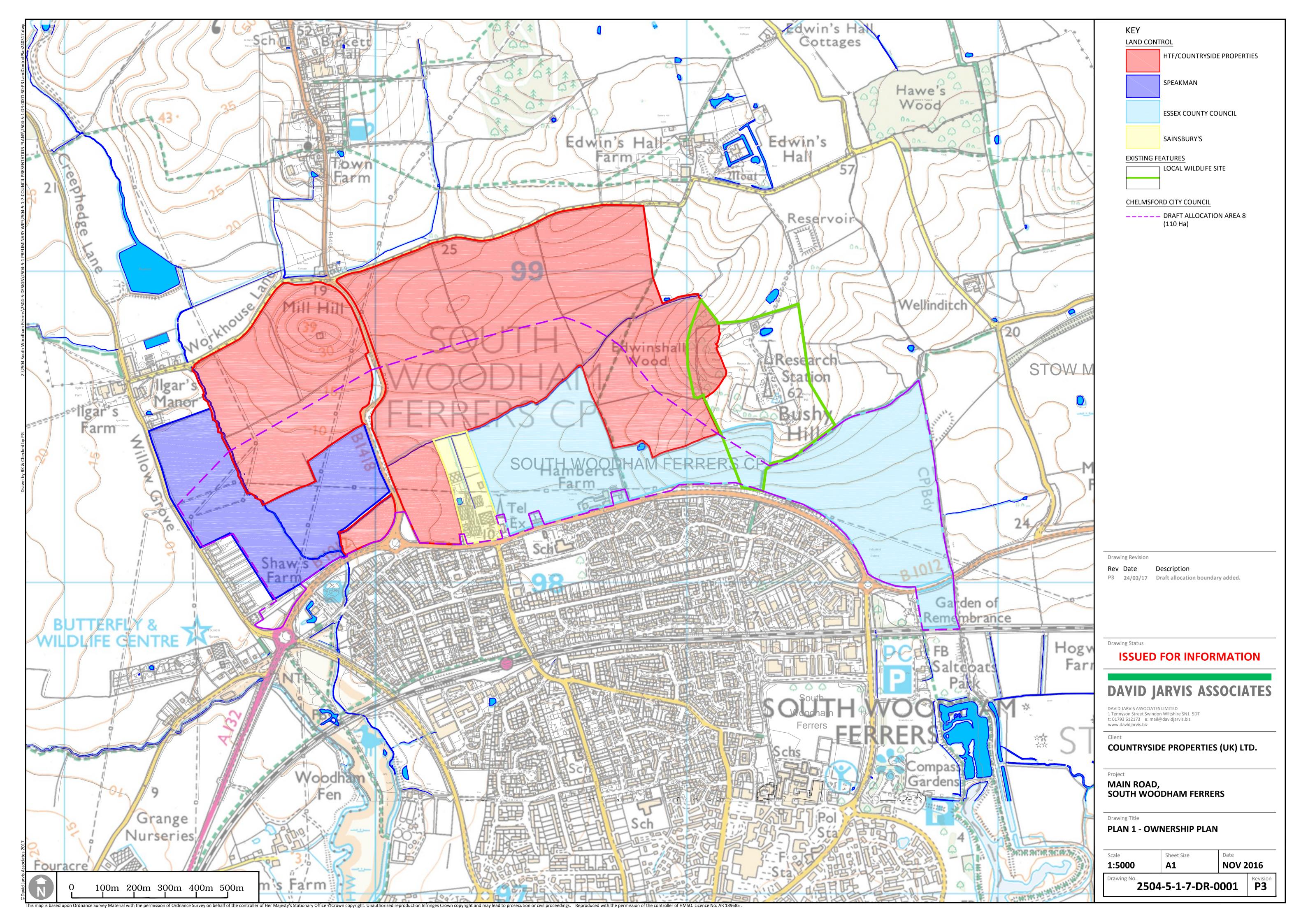
- 2.1 Masterplans will be significant material considerations to the Local Plan to ensure Strategic Growth Sites deliver the Spatial Strategy.
- 2.2 Approved masterplans will sit alongside the Local Plan once adopted and will form part of the planning framework for Strategic Growth Sites but will not form part of the statutory development plan. They will not be subject to Independent Examination.
- 2.3 Approved masterplans will form part of planning applications and be a key reference document. However, masterplans and the masterplan process do not override statutory requirements of the planning application process, specifically consultation to statutory consultees and members of the public.

Masterplan Framework (and supporting plans)

(Being completed by the site promoters)

Site Plan of Landownership

INSERT DOCUMENT



Provisional Masterplan timetable

Stage 0 (Masterplan Framework)

Timeframe: 3 weeks

Time Period: To be completed by30th November 2018

Stage 1 (Stakeholder Consultation)

Timeframe: 9 weeks

Time Period: To be completed by 28th February 2019

Stage 2 (Masterplan Public Consultation)

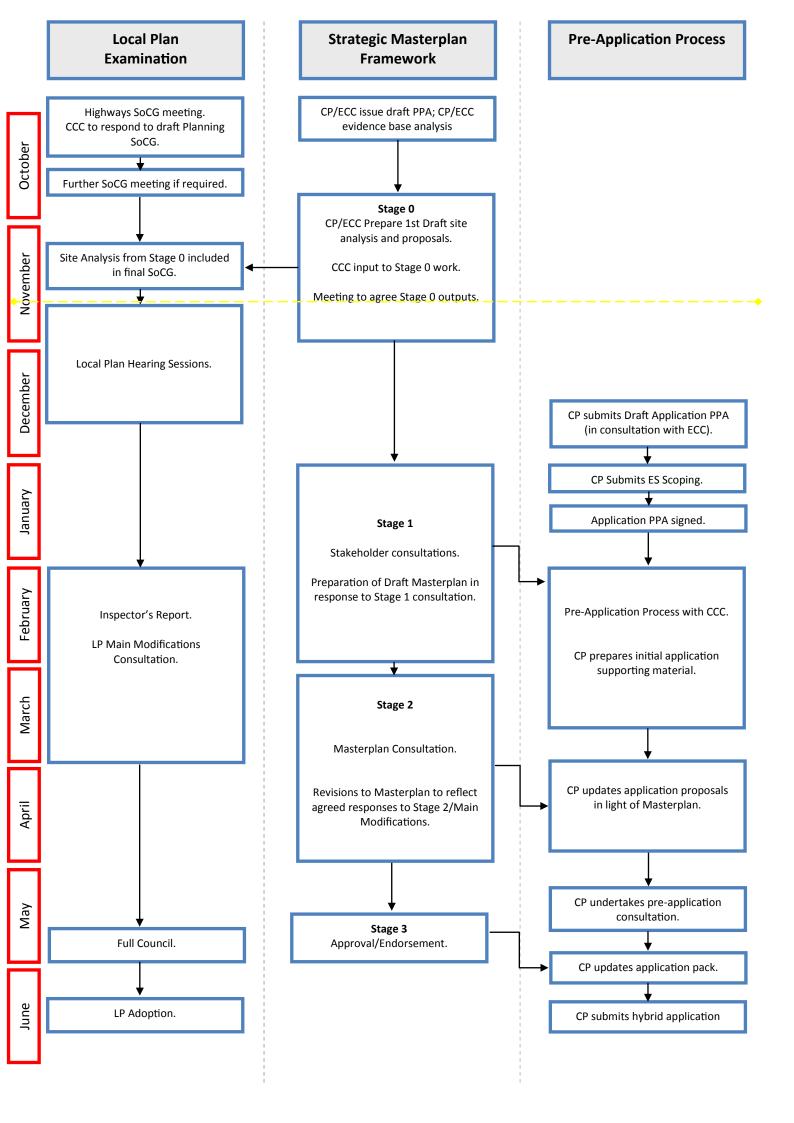
Timeframe: 8 weeks

Time Period: To be undertaken March/April 2019, completed by 30th April 2019.

Stage 3 (Approval)

Timeframe: 4 weeks

Time Period: to be completed by 30th April 2019



Schedule 8

Planning Performance Fee Schedule

Fee	Stage	Schedule of work
£10,000	Setting up of masterplan procedure (Stage 0)	Preparing of masterplan PPA and related discussions
	(0.000.07)	 Analysis of main issues raised as part of Local Plan consultation process
		 Site analysis, research, internal consultation and collaboration, consultation with statutory undertakers, preparation of draft parameter plans and preparation of Masterplan Framework as part of Stage 0 of masterplan process
£15,000	Stage 1	Includes 5 key meetings broadly comprising;
		Meeting 1. Inception/concepts and objectives - This is an introductory meeting to set out parameters of the masterplan procedure, key contacts, agenda and timing of subsequent meetings, objectives, visions etc.
		Meeting 2. Scoping
		- This meeting includes overall site analysis, key masterplan concepts, information requirements, further evidence etc.
		Meeting 3. Community workshop
		- Collaborative workshop with developers/promoters, CCC masterplan team, stakeholders, neighbourhood planning groups, local ward members etc.
		Meeting 4. Iteration/masterplan reworking
		- Follows outcomes from the
		workshops, additional
		modelling/assessments, responses from consultees, further discussions with key stakeholders
		Meeting 5. Finalisation
		- Finalise masterplan and resolve any outstanding issues prior to progressing on to Stage 2.

£10,000	Stage 2	 Masterplan consultation (public exhibitions responsibility of developer/promoter) and post consultation assessment of representations and main issues Includes 2 meetings broadly comprising;
		Meeting 1. Post consultation - Discuss outcome of masterplan consultation and proposed amendments
		Meeting 2. Final masterplan - Finalise masterplan and resolve any outstanding issues prior to progressing on to Stage 3
£2,000	Stage 3	 Preparation of consultation feedback report Preparation of Development Policy Committee report and accompanying appendices
		 Finalisation and publication post Committee

Charge for additional meetings - £2,000

External consultee fees

Essex County Council Education

Per officer = £55 + VAT per hour.

If meetings are away from Chelmsford travel time will be charged for at the same rate.

Title

Signed by Keith Holmes AND Jeremy Potter for and on behalf of Chelmsford City Council as local planning authority

Keith Holmes

Head of Development Management, CCC

Jeremy Potter

Planning and Strategic Housing Policy Manager, CCC

Signed by the representors of the site promoters, Countryside Properties, Essex Property and Facilities, Essex County Council and the Speakman family

Steve Price

Director – Countryside Properties

Les Pilkington

Head of Property for and on behalf of Essex Property and Facilities, Essex County Council

Andy Redman

Savills - On behalf of the Speakman family

Appendix 4 – Schedule of Countryside Properties Representations

Rep ID	Para/Policy	Topic	SD002/ SD003 Ref	Comment	Status
PS1211	Para 4.2	Vision	N/A	CP agree that its request for greater clarity/consistency in the use of	Comments valid
				the word 'Chelmsford' as it relates to the City or Administrative areas,	but no longer a
				whilst relevant and beneficial, is not an issue that affects soundness.	soundness point
PS1213	Policy S1	Spatial Principles	AC14	Amendment suggested in respect of 6 th bullet in response to EH	Extant Objection
				representation partially addresses CP concern in respect of this bullet,	
				but does not fully address concern. CP concerns regarding overall	
				structure/purpose of the policy remain.	
PS1215	Policy S2	Securing sustainable	N/A	CP's concerns relating to the function of the policy remain.	Extant Objection
		development			
PS1222	Policy S9	Spatial Strategy	N/A	CP's concerns in respect of the phasing provisions, and the need for	Extant Objection
				flexibility in the process by which Masterplans are prepared, remain.	
PS1223	Policy S11	Infrastructure	AC40 &	CP's concerns regarding timing of highway improvements and	Objection would
		Requirements	AC41	flexibility for the design of crossings to Burnham Road would be met	be met by AC40 &
				by AC40 and AC41	AC41
PS1224	SGS 7 (1 st para)	SWF SGS Policy	AC182	CP's concern regarding the use of the term 'neighbourhood' would be	Objection would
				met with change AC182	be met by AC182
	SGS 7 (1 st para)	SWF SGS Policy	N/A	CP's concerns regarding the need for flexibility in the process by which	Extant Objection
				Masterplans are prepared (and approved) remain.	
	SGS 7 (general)	SWF SGS Policy	N/A	CP's concerns regarding repetition and clarity remain relevant but CP	Comments valid
				agrees that, provided references are consistent, the comment is not a	but no longer a
				soundness matter.	soundness point
	SGS 7 (1 st para + 8 th bullet)	SWF SGS Policy	N/A	CP's concerns regarding the use of superlative terms remains.	Extant Objection
	SGS 7 (1 st bullet)	SWF SGS Policy	N/A	CP's concerns regarding evidence for location of showpersons plots remains.	Extant Objection
	SGS 7 (3 rd bullet	SWF SGS Policy	N/A	CP's concerns regarding the prescription over the form of the 1000 sq	Extant Objection
	and 7 th bullet)	3441 303 1 only	14/75	m business element remains.	Extant Objection
	SGS 7 (6 th bullet)	SWF SGS Policy	AC183	CP's concerns regarding the prescription over the location of the 1000	Objection would
				sq m business element would be addressed by AC183 (although the	be met by AC183

		1	1		1
				amendment would be more logical if the reference to community and	
				healthcare provision were a separate bullet rather than being linked	
				to the business element).	
	SGS7 (4 th bullet)	SWF SGS Policy (and	N/A	CP's concern regarding clarity in respect of the 1900 sq m retail figure	Comments valid
		paras 7.325/7.327)		and relationship to existing planning consents remains, but CP agrees	but no longer a
				that this is not a soundness matter.	soundness point
	SGS7 (12 th	SWF SGS Policy	N/A	CP's concern relating to flexibility to extend existing services rather	Extant Objection
	bullet)			than solely new services remains.	
	SGS7 (14 th	SWF SGS Policy	AC184	CP's concerns relating to pedestrian and cycle access provisions would	Objection would
	bullet)			be met by proposed change AC184.	be met by AC184
	SGS7 (16 th	SWF SGS Policy	N/A	CP's concerns regarding scope of car club provision remains.	Extant Objection
	bullet)				
	SGS7 (26 th	SWF SGS Policy	N/A	CP's concern relating to procurement of primary school remains.	Extant Objection
	bullet)				
	Para 7.332	SWF SGS Supporting	AC191	CP's concern regarding the inconsistent language relating to the 1000	Objection would
		Text		sq m of business floorspace would be met by AC191	be met by AC191
PS1221	Policy HO2	Affordable Housing	N/A	CP's concern that the AH target of 35% is not justified by the evidence	Extant Objection
				base remains.	
PS1220	Policy MP2	Design and Place	AC227	Although the policy wording could be improved further, the principal	Objection would
		Making		soundness issue raised by CP in respect of the use of superlative	be met by AC227
				language would be met by AC227. However please note that CP are	
				concerned by the suggested addition at AC229 as it is not clear what	
				this text is referring to or requiring.	
PS1219	Policy MP3	Sustainable Buildings	N/A	CP's concerns regarding the justification and effectiveness of the	Extant Objection
				policy as currently drafted remain extant.	
PS1218	Housing	Housing Trajectory	N/A	CP's primary concern relate to the possible use of the Trajectory to	Extant Objection,
	Trajectory			dictate phasing under Policy S9. Provided this is not the case then CP's	but linked to S9
				objection to the Trajectory would be met.	objection relating
					to phasing.
PS1217	Policy H01	Size and Type of	N/A	CP's concerns regarding the justification for quantum of self-build and	Extant Objection
		housing		M4(2)/M4(3) remain.	

Appendix 5 – Schedule of ECC Property Representations

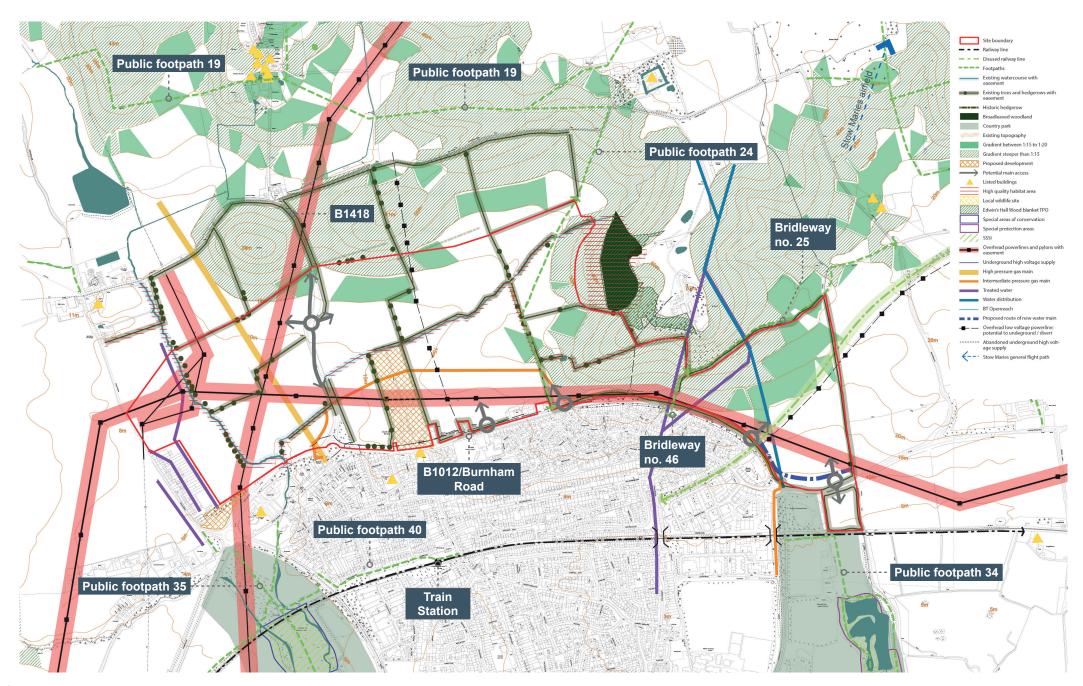
Rep ID	Para/Policy	Topic	SD002/ SD003 Ref	Comment	Status
PS1598	STRATEGIC GROWTH SITE 7 – NORTH OF SOUTH WOODHAM FERRERS	Proposed development is an extension to the town	AC182	Proposed amendment satisfies the representation	Amended
PS1598	STRATEGIC GROWTH SITE 7 – NORTH OF SOUTH WOODHAM FERRERS	Split bullet points on requirements for Neighbourhood Centre and Business Space	AC183	Proposed amendment satisfies the representation	Amended
PS1598	STRATEGIC GROWTH SITE 7 – NORTH OF SOUTH WOODHAM FERRERS	1000 new homes is the minimum to be developed in the period to 2036 and the allocated land has capacity for further development post-2036 subject to Local Plan Review.	N/A	No amendment proposed	Not Amended
PS1598	STRATEGIC GROWTH SITE 7 – NORTH OF SOUTH WOODHAM	Financial contributions by developers to the delivery of the new school should be proportionate to	N/A	No amendment proposed	Not Amended

	FERRERS	the number and type of homes developed.			
PS1598	STRATEGIC GROWTH SITE 7 – NORTH OF SOUTH WOODHAM FERRERS	There should be greater flexibility about access arrangements for the site, particularly in respect of the eastern parcel.	N/A	No amendment proposed	Not Amended
PS1598	7.327	Split the sentences into separate paragraphs for clarity	N/A	No amendment proposed	Not Amended
PS1598	7.332	Split the sentences into separate paragraphs for clarity	N/A	No amendment proposed	Not Amended
PS1598	7.333	Split the sentences into separate paragraphs for clarity	N/A	No amendment proposed	Not Amended
PS1598	7.340	Split the sentences into separate paragraphs for clarity	N/A	No amendment proposed	Not Amended

Appendix 6

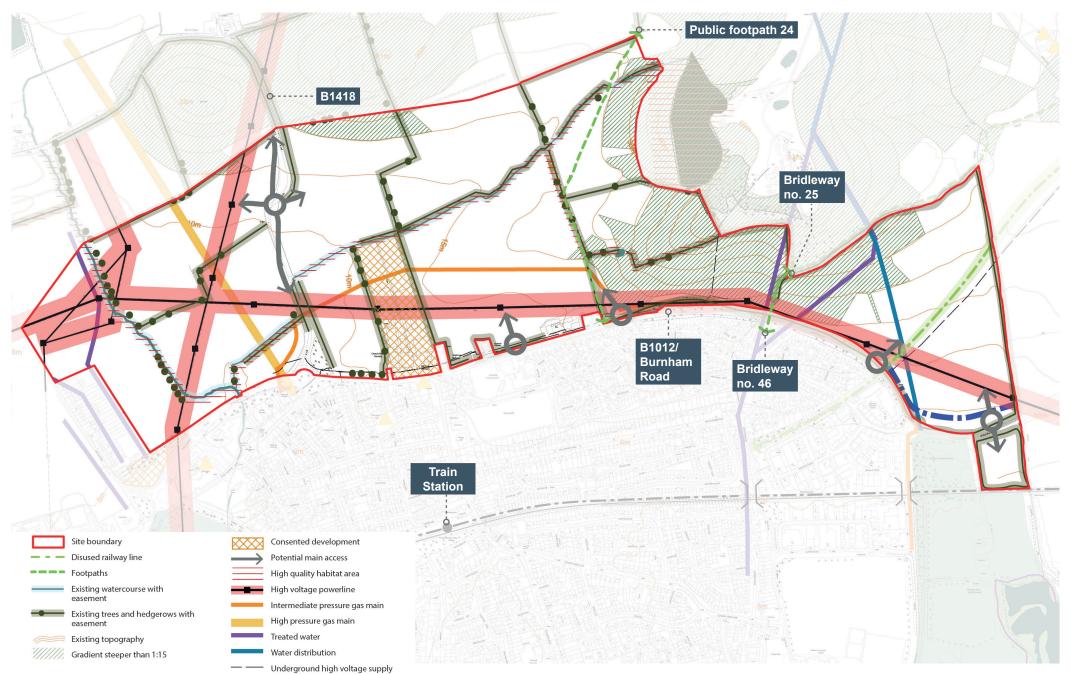
SITE AND SURROUNDING FEATURES





ON SITE CONSTRAINTS







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