Planning Committee
15th December 2025

Application No	:	22/01950/OUT Outline Application
Location	:	Zone 1 Chelmsford Garden Community Pratts Farm Lane Little Waltham Chelmsford Essex
Proposal	:	**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.**
Applicant	:	Ptarmigan Chelmsford A Limited
Agent	:	Adam Kindred
Date Valid	:	18th November 2022

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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 far beyond those delivered on any other strategic site to date, including the provision of mobility hubs and access to the recently opened Beaulieu Park Railway Station.

1.2. The Zone 1 development would deliver a residential-led mixed use scheme, with employment and community infrastructure, which achieves the Council's aspiration for a new Garden Community, underpinned by the Town and Country Planning Association (TCPA) Garden City Principles and the shared vision set out in the Development Framework Document (DFD). The scheme delivers several key elements of the Garden Community, most notably the first, and largest employment hub at a gateway location alongside Essex Regiment Way, together with smaller scale flexible employment at the Channels complex, one of four village centres including primary school with co-located early years nursery and one of two healthcare facilities, together with part of the Discovery Park, one of two destination parks provided within the wider development.

1.3. Healthy placemaking has influenced the layout of the Zone 1 development, with land uses arranged in conformity with the DFD, creating an urban environment at the village centre, arranged to maximise convenience, to prioritise the needs of pedestrians and cyclists and which focuses on the creation of shared spaces. The scheme is underpinned by a network of sustainable active travel routes, which allow safe connection to be made to facilities which meet daily needs and encourage access to significant areas of green and multi-functional space including the Discovery Park.

1.4. The scheme delivers a compliant level of affordable housing with the reinvestment of 66% of the available CIL receipts.

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

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 1 is located in the western side of the Chelmsford Garden Community and covers an area of approximately 82.5 hectares and comprises currently undeveloped agricultural land and part of the former Channels Golf Course.

3.3. The zone sits directly to the north of the communities of Channels and Beaulieu and is bounded by Essex Regiment Way to the west and Wheelers Hill to the north. Zone 3 of the Chelmsford Garden Community also adjoins the zone on its northern and eastern boundaries. The Regiment Gate Business Park is also located to the south of the site.

3.4. Domsey lane Lies to the east. The Zone 1 development intersects with the southern part of Domsey Lane which it crosses at two points. Two of the development parcels (CH5/6 and CH7) are located on eastern side of Domsey Lane; these are currently agricultural fields. Zone 2 of the Chelmsford Garden Community adjoins with Zone 1 on the eastern edge of these two parcels.

3.5. Essex Regiment Way forms a physical and permanent boundary to the site on the western side of the zone. Two areas of land on the western side of the road are included within the red line application boundary as these would be required for drainage works.

3.6. The Chelmer Valley Park and Ride is located along Essex Regiment Way. The Zone 1 development would envelope the Park and Ride site on its northern, eastern and southern extents.

3.7. No listed buildings are situated within the application site itself, but the Grade II listed Channels and Belsteads Farmhouses sit close to the southern boundary. Peverels Farm, which is located on Domsey Lane, and is also Grade II listed, is located close to the site.

3.8. Five existing public rights of way cross the application site and provide linkages to the wider public right of way network. The site also contains several trees and hedgerows, which predominantly form field boundaries; there are also a number of protected trees on the site.

4. Details of Proposal

4.1. The application relates to Zone 1; it has been submitted as a hybrid application comprising an outline application and a full planning application for highway works and drainage.

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

- Up to 1,500 new homes.
- A primary school including co located early years nursery and playing fields.
- Employment areas.
- A mixed-use neighbourhood provision.
- Green infrastructure including public open space.
- Formal and informal play and recreation areas
- Drainage features.
- Diversion of public right of way.
- Pedestrian and cycle bridge over Essex Regiment Way.

4.3. The Zone 1 development would deliver up to 1,500 new dwellings with 65% of these being market houses and 35% being affordable units; with 5% of the total units provided as self-build/custom build plots, amounting to 75 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.

4.4. Employment provision is proposed to be accommodated in two new designated areas of employment, namely the Innovation Hub, which would provide up to 39,940sqm of new employment space and the Channels employment area which would provide up to 2,500sqm of new employment space.

4.5. The Great Belsteads Village Centre would form one of four new village centres required to be delivered across the Garden Community accessed via the proposed east-west road and delivering a mix of Class E (2,620sqm) and Class F (600sqm) uses which could include retail, a healthcare facility, indoor sport, employment, early years provision and community space.

4.6. The proposed new primary school would be one of four new schools to be delivered across the Garden Community; located adjacent to the village centre to provide an amalgamation of uses in one central location.

4.7. The Zone 1 development proposes over 33 hectares of public open space with the primary area being the Discovery Park which would deliver over 22 hectares of public open space. The Discovery Park would be located towards the centre of Zone 1 and form one of two new large destination parks within the Garden Community. The discovery park would include areas of informal sports provision, equipped play spaces and woodland.

4.8. 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. 1.1 hectares of allotment provision is also proposed.

4.9. A new pedestrian and cyclist bridge over Essex Regiment Way forms part of the outline element of the application (save for its length, location and access point which is fixed). The bridge would be located north of the Park and Ride, and new roundabout, and provide access from the main

east-west road over Essex Regiment Way linking into the proposed sustainable transport corridor to be provided alongside the western edge of the strategic road. The location and length of the bridge is proposed to be fixed as part of this application, but its design would be reserved for later consideration.

5. Other Relevant Applications

5.1. The application has been submitted as a hybrid application comprising a full application for highway works and drainage, as summarised below:

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.

5.2. Applications have also been submitted for Zones 2 and 3 of the Chelmsford Garden Community and for the Northern Radial Distributor Road as detailed below:

23/01751/OUT – Outline planning consent for a mixed use Garden Community to be developed 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; mixed use development comprising employment, commercial, retail, leisure, community and education facilities; specialist residential accommodation for the elderly; serviced land for a travelling show people 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.

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.

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.

5.3. 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

6. Summary of Consultation Responses

- 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 – The provision for Zone 3 is acceptable subject to the matters being raised in Sport England's responses.
- 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 – Request early consultation with the Traffic Regulation Order Team regarding necessary public highway parking restrictions.
- 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 – Letter provided at Appendix 7.
- Essex Bridleways Association – Comments relating to the use of Domsey Lane for horse riders and lack of equestrian provision in sports hub.
- 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.
- Environment Agency – No objections; advisory comments.
- 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 regarding impact on ecology, highways and noise and air quality.

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

7. Planning Considerations

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. When 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.

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

7.12. 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.

7.13. 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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. 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 Zones 1 and 3 planning applications. Following completion of the IDP and the PFA, the Stage 1 Masterplan can be formally approved.

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

7.20. 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.

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

7.22. 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.

7.23. 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.

7.24. The Chelmsford Garden Community 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 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.

7.25. 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.

7.26. 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

7.27. 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 4th August 2022 and confirmed the subject areas which should be addressed in the Environmental Statement. The scoping opinion has been followed.

7.28. 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.

7.29. The local planning authority in reaching its decision has taken into consideration the environmental information contained within the Environmental Statement (October 2022), Environmental Statement Non-Technical Summary (October 2022), Environmental Statement: Statement of Conformity (July 2023) (to reflect design amendments, changes to the Parameter Plans, minor changes to the red line planning application boundary and the Development Specification), Environmental Statement: Statement of Conformity (January 2024) (to reflect amendments to the scheme relating to minor changes to the description of development, amendments to the use class / housing mix targets as well as corresponding amendments to the Parameter Plans), Environmental Statement: Statement of Conformity (October 2024) (to reflect the phased delivery of the Chelmsford North-East Bypass and the implications of the change to traffic data in relation to EIA matters and in addition, updates to the Development Specification) and Environmental Statement: Statement of Conformity (May 2025) (to consider the implications of the A12 DCO widening scheme either not being delivered or being significantly delayed); they include an assessment of cumulative effects.

Zone 1 Application

7.30. The application relates to Zone 1; it has been submitted as a hybrid application comprising an outline application and a full planning application for highway works and drainage.

7.31. All matters are reserved except for the means of access at (i) Essex Regiment Way including the siting of a proposed pedestrian and cycle bridge and (ii) at Belsteads Farm Lane (road to Park Farm), for a mixed-use scheme comprising:

- Up to 1,500 new homes (Use Class C3),
- Primary school at Great Belsteads 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 areas (Innovation Hub and Channels Employment Hub),
- Mixed use neighbourhood centre (Use Classes Ea, Eb, Ec, Ed, Ee, Ef, Eg (i) and F1 (e) and F2 (b),
- Green infrastructure including public open space, formal and informal play and recreation areas,
- Drainage features,
- Other associated works,
- Diversion of public rights of way.

7.32. The application has been submitted alongside a detailed planning application for the initial phase of on-site highway works, ground and drainage work, and associated landscaping – see next agenda item (22/01950/FUL refers).

7.33. Four Parameter Plans and the Development Specification Document (June 2025) 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. The Parameter Plans and Development Specification Document (June 2025) 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*

   The plan sets out the arrangement of uses as well as the broad size of development parcels across Zone 1. The parcels have been arranged to generally conform with the DFD Land Use and Access Parameter Plans, with refinements made due to technical constraints. Great Belsteads Village Centre is proposed close to Essex Regiment Way and adjacent to the future primary school with co-located early years provision. Two areas of employment are shown at the Innovation Hub on Essex Regiment Way and the Channels Employment Hub, complementing the existing Channels Complex.

2. *Access & Movement*

   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 on the plan; these would be supplemented by additional pedestrian and cycle routes within the secondary and tertiary streets within the development parcels.

   The primary streets and bus routes are detailed alongside the indicative location and alignment of access points into the development parcels.

3. *Green Infrastructure*

   The plan details the comprehensive network of green space, which is intended to connect wildlife habitats, support biodiversity, and provide recreational and amenity green space, including productive landscape space, for residents and visitors to the Garden Community. The Channels Discovery Park covering 20ha of the site provides the largest area of green space, including greenways and SuD's features. The plan includes areas of natural green space remaining within the ownership of Little Channels Golf Club, but which are included within the application site solely for the provision of surface water drainage to serve the development. 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.

4. *Building Heights*

The plan provides maximum building heights with the tallest buildings, up to 5 storeys proposed at the Great Belsteads Village Centre from where building heights then reduce to 4 storeys with a maximum of 3 storeys at the northern edge of the site. An area with a maximum height of 2? storeys has been identified alongside Domsey Lane and adjacent listed buildings.

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

7.36. 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 1 development could be brought forward.

7.37. 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.

7.38. A DFD Schedule of Conformity has been completed to demonstrate how the objectives of the Stage 1 Masterplan have been addressed by the Zone 1 application.

Development Specification

7.39. The accompanying Development Specification (November 2025) 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)	82.6ha
Land Use Quantum	
Use Class C3 (Residential)	Up to 1,500 new homes
Innovation Hub • Use Class E (g) (i) (Offices to carry out any operational or administrative functions) • And/or Class E (g) (ii) (Research and development of products or processes) • And/or Class E (g) (iii) (Industrial processes that can be carried out in residential areas)	Up to 39,940m²
Ancillary Uses to Support the Innovation Hub • Use Class E (c) (Provision of financial services; professional services and other appropriate services in a commercial or business locality) • Use Class E (b) (Sale of food and drink for consumption (mostly) on the premises) • Use Class E (d) (Indoor sport, recreation or fitness) including F2 (d)	A maximum of 7,500m? (of which 2,500m? limited to Class E(b) and E(c)); these uses are intended to animate the Innovation Hub and enhance its commercial attractiveness

Channels Employment Hub • Use Class E (c) (Provision of financial services; professional services and other appropriate services in a commercial or business locality) • Use Class E (g) (i) (Offices to carry out any operational or administrative functions) • And/or Class E (g) (ii) (Research and development of products or processes) • And/or Class E (g) (iii) (Industrial processes that can be carried out in residential areas)	Up to 2,500m²
Great Belsteads Village Centre Use • Class E (a) – Display or retail sale of goods, other than hot food • And/or Class E (b) Sale of food and drink for consumption (mostly) on the premises • And/or Class E (c) (Provision of financial services; professional services and other appropriate services in a commercial or business locality) • Use Class E (d) (Indoor sport, recreation or fitness) • And/or Class E (e) Provision of medical or health services • And/or Class E (f) Creche, day nursery or day centre • Use Class E (g) (i) (Offices to carry out any operational or administrative functions) • Use Class F2 (b) (Halls or meeting places for the principal use of the local community) • And/or Class F1 (d) (Public libraries or public reading rooms • And/or Class F1 (e) (Public halls or exhibition halls)	Up to 2,120m² 584m² Up to 600m² Up to 2,620m² of Use Class E (a) (b) (c) (d) (e) (f) (g) (i) is to be located within Great Belsteads Village Centre. Standalone creche or nursery use to be marketed as per the terms of the s106. Use Class F at a maximum of 600m²
Use Class F1 (a)	Primary School on a site of 2.4ha serviced to the boundary including creche or nursery within Use Class E (f)
Open Space	Amenity Green Space – 1.47ha Public Parks & Gardens – 22.25ha Allotments – 1.10ha Natural and Semi-Natural Green Space – 7.98ha Play Space (including equipped areas) provided within the above open space – 0.365ha
Land Use Distribution	
Use Class C3	In accordance with Land Use Parameter Plan
Use Class E (Various)	In accordance with Land Use Parameter Plan
Use Class F1	In accordance with Land Use Parameter Plan
Use Class F2	In accordance with Land Use Parameter Plan

Open Space	In accordance with Green Infrastructure Parameter Plan
Access	
Primary Access Points	New Access from Essex Regiment Way – roundabout junction and east-west primary street, north-south primary street, linkage to Channels Drive and associated infrastructure (full planning application) Pedestrian/cycle bridge over Essex Regiment Way, linking Public Right of Way 225 (access only in detail with all other matters reserved) Reconfiguration of roundabout at Essex Regiment Way/Pratts Farm (outline) In accordance with Access & Movement Parameter Plan
Building Heights	
Heights	In accordance with Building Heights Parameter Plan
Density	
Use Class C3	Varies according to location, typology and character area. Highest density: 50-150dph Higher Density: 40-50dph Medium Density: 30-40dph Lower Density: 20-30dph

7.40. Chelmsford Garden Footpath 33 would require two minor diversions at its western end as it approaches Essex Regiment Way, the first to realign the footpath to the opposite side of an existing hedgerow to coincide with a proposed active travel route and the second, to enable a link to be made to the proposed pedestrian/cycle overbridge.

7.41. The application safeguards land for the future expansion of the Chelmer Valley Park and Ride in conjunction with the Army and Navy Roundabout scheme; this was the subject of a recent planning application by Essex County Council, reference (CC/CHL/110/23), for which it was the determining local planning authority. The land for the future expansion is shown in blue on the outline planning application and the provision for transfer and use would be secured through the s106 Agreement.

7.42. 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.

7.43. The uses proposed 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

NPPF

Policy Position

7.44. 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)).

7.45. 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.'*

7.46. 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

7.47. 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.

7.48. 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.

7.49. 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.

7.50. 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.

7.51. 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.

7.52. 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.

7.53. 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.

7.54. 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

7.55. 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) and 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.

7.56. 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.

7.57. 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

7.58. 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.

7.59. 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.

7.60. 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)

7.61. 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.

7.62. 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.

7.63. 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.

7.64. 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.

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

7.66. 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.

7.67. 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.

7.68. 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.

7.69. 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.

7.70. 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.

7.71. 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.

7.72. 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.

7.73. 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.

7.74. 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.

7.75. 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

7.76. 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.

7.77. 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

7.78. 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.

7.79. 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.

7.80. 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.

7.81. 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.

7.82. 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.

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

7.84. The options are outlined in detail below:

- *Community Benefit Society (CBS)*

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.

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.

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.

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)*

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.

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.

An asset lock is required, such that neither the company, not 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*

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.

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*

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.

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.

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.

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

Governance

7.86. 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

7.87. 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.

7.88. 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.

7.89. 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, dependent on which of the four options is chosen.

7.90. 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

7.91. 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.

7.92. 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.

7.93. 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.

7.94. 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.

7.95. 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. Infrastructure such as 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.

7.96. 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.

7.97. 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

7.98. 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.

7.99. 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.

7.100. 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).

7.101. 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.

7.102. 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.

7.103. 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.

7.104. 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.

7.105. 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

7.106. 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.

7.107. 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 funding 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.

7.108. 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.

7.109. The consortium does have the benefit of existing knowledge of localised costs at Beaulieu and Channels. Further work would be undertaken through 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

7.110. 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.

7.111. The consortium supports the exploration of this option. The CGCC appointed an independent consultant in August 2025 who is presently developing the business case.

7.112. Work undertaken to date has involved an extensive review and refinement of the list of assets, developing terms of reference for a stewardship steering group, a meeting with the consortium in early October, the undertaking of a Parish Councillor workshop in November to establish agreed vision and priorities, and continued proactive engagement and collaboration with the consortium and the local councils

7.113. Further fieldwork is scheduled before the end of the calendar year, including interviews with existing Garden Community stewardship vehicles. Development of an assets/services timeline, governance structure, and financial modelling (including resources, precept levels and reserves) is planned for the start of 2026 alongside a second Parish Councillor workshop to review the approach. A full business case to set out the CGCC Stewardship Vehicle approach is to be produced by April 2026.

Planning Obligation

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

7.115. 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).

7.116. 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 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.

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

7.118. 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.

7.119. 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.

7.120. 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.

7.121. 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.

7.122. 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 Home
Local Plan Strategic Growth Site Policy 6, Strategic Policy S7, DM Policies DM1, DM2, DM25, DM26

Policy Position

NPPF

7.123. 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.'*

7.124. 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.'*

7.125. 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.*

7.126. 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

7.127. 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.

7.128. 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.

7.129. 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.

7.130. 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.

7.131. 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'.*

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

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.

7.133. 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.*

7.134. 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'.*

7.135. 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.'*

7.136. 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.*

7.137. 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.

7.138. 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.

7.139. 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

7.140. 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.

7.141. 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.

7.142. 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.

7.143. 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.

7.144. 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.

7.145. 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 & the DFD

7.146. 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.

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

7.148. 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.

7.149. 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 comprises 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.

7.150. 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 1

7.151. Zone 1 proposes to deliver up to 1,500 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

7.152. 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.

7.153. The Council's Strategic Housing Needs Assessment (SHNA) Addendum (2024), as updated from time to time, 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

7.154. 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).

7.155. 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 housing needs assessments (as updated from time to time) and be appropriately weighted to ensure that the provision makes at least a proportionate contribution to the categories of greatest housing need.

7.156. 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.

7.157. The Consultation Planning Obligations Supplementary Planning Document (February 2025) 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.

7.158. 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.

7.159. The 24.5%:10.5% split of the 35% affordable housing requirement notably, equates to a 70%:30% split of affordable rented to shared ownership dwellings within the affordable housing

provision; this is the mix reflected within the viability position as set out within the Infrastructure Delivery Plan, Viability Position & CIL Reinvestment section below.

7.160. 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. Given that the development will now be adhering to the latest evidenced housing need, which as stated above is set out within the Strategic Housing Needs Assessment 2024 Addendum, it is not considered appropriate to apply the Housing Additionality Planning Advice Note to the mix.

Accessible and Adaptable Housing

7.161. 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 1,500 dwellings, this equates to 27 dwellings which would need to meet this standard.

7.162. 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.

7.163. 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 1,500 dwellings, this equates to 750 dwellings which would need to meet this standard.

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

Self-Build and Custom Housebuilding

7.165. 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 submitted Design and Access Statement confirms that 5% of the 1,500 homes (75 units) will be delivered as custom build and that the opportunity for community-led housing will also be explored as part of the custom build plots. The annotated illustrative masterplan identifies the location of these plots to be in the segregated eastern parcel that lies to the east of Domsey Lane; Parcel CH-7.

7.166. 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 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 19 – 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 20 – Custom / Self-Build Homes Masterplan & Plot Passports.

Specialist Residential Accommodation

7.167. 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.

7.168. 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.'*

7.169. 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.

7.170. 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.

Gypsy and Traveller / Travelling Showperson Provision

7.171. 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. The developer for Zone 2 will therefore be obligated to make the necessary provision, and this is subject to on-going discussion. There is therefore no requirement for provision within Zone 1 consistent with the approved DFD.

Planning Obligation

7.172. 35% of the total units would be provided and maintained as affordable housing 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.

7.173. 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 1,500 dwellings this equates to the provision of 27 dwellings.

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

7.175. The provision of self/custom build dwellings would be required at 5% of the total number of all units, which equates to 75 dwellings.

7.176. A condition is recommended requiring the applicant to obtain approval to a Detailed Design Code – see Condition 19 – 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 20 – Custom / Self-Build – Masterplan & Plot Passports.

7.177. 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.

Conclusion

7.178. The housing provision within Zone 1 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 would 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

7.179. 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.

7.180. 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.'

7.181. 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

7.182. 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.

7.183. 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.

7.184. 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

7.185. 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.

7.186. 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

7.187. 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.

7.188. 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

7.189. 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.

7.190. 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.

7.191. 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

7.192. 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.

7.193. 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 component is the Discovery Park, which will provide a destination space within the centre of the zone, connecting Channels in the south to Zone 3 in the north. The park is 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.

7.194. 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

7.195. 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 1 includes two of these, Great Belsteads Village and Channels Extension; it also has an important interface with Domsey Lane.

7.196. The submitted Design and Access Statement (DAS) provide further information regarding character areas within these neighbourhoods; these include:

- Great Belsteads Village Centre (Great Belsteads Village)
- Great Belsteads Quarter (Great Belsteads Village)
- North Belsteads (Great Belsteads Village)
- Channels Park Village (Channels Extension)

- Channels View (Channels Extension)
- Domsey View (Domsey Lane)

7.197. The DAS also provides additional information on the Innovation Hub and interface with Domsey Lane. The features described include Density, Land Uses, Building Heights, Urban Grain, Building Typologies and Parking. An overview of each area has been provided below.

Great Belsteads Village Centre

7.198. The Village Centre at Great Belsteads will be a key focal point within CGC providing a rich mix of community and commercial uses clustered around a village square and new primary school. The village centre is intended to create a distinctive western gateway into, and out of 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 CGC. The 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.

Great Belsteads Quarter

7.199. The Village Quarter is located immediately south and east of the Great Belsteads Village Centre and would benefit from a substantial frontage onto the Discovery Park. The townscape is proposed to reflect the proximity to the village centre, with a dense pattern of development arranged around linear streets with consistent building lines. Buildings are to be designed to take advantage of views towards the Discovery Park, with strong links provided to the open space, including a linear green corridor, which will connect the Discovery Park to the new Primary School.

North Belsteads

7.200. North Belsteads consists of two development parcels located to the north of the Great Belsteads Village Centre at the western edge of the CGC. The parcels are proposed to be framed by existing mature hedgerows with a small park with play areas at the centre. The development shares a substantial boundary with Zone 3 with later detailed proposals expected to come forward, cognisant of the emerging built form parameters in the adjacent zone. The approach to townscape is intended to be more informal, with lower building heights and looser urban grain reflecting the rural edge location.

Channels Park Village

7.201. The Channels Park Village character area occupies an area between the Discovery Park and the existing Channels Complex. The development seeks to respond sensitively to landscape, historic lanes and the Channels Complex, with an informal 'garden' character, with dwellings grouped in clusters and arranged to benefit from a visual connection to the Discovery Park, to the historic Pratt's Farm Lane or to Domsey Lane. Density would be lower, with opportunities for greater density and formality along the primary street and within the centre of the Village.

Channels View

7.202. The Channels View character area occupies a small, but varied site, on the southeastern edge of the development. A lower density parcel, it would sit nestled amongst mature trees and the existing Channels Complex. The approach to townscape is proposed to vary to reflect the context, with reduced building heights and informal character. Buildings adjacent to the Channels Complex would be in-keeping with the character of the nearby historic farmsteads, with a landmark grouping of buildings fronting onto the existing Channels Village Green forming an important gateway into the zone.

Domsey View

7.203. The Domsey View character area occupies a more secluded location, adjacent, and to the rear of, existing properties on Domsey Lane. The approach to townscape seeks to respond to the landscape character and relationship with existing dwellings, with a lower density and greater proportion of detached dwellings and reduced building heights (predominantly 2-2.5 storeys). New dwellings are to be arranged to preserve the private amenity space of existing dwellings.

Ensuring High Quality Design

7.204. The Parameter Plans establish key design parameters for the development, acting as a framework for the future reserved matters applications; in addition, Condition 19 – 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.

7.205. 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.

7.206. 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.

7.207. 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

7.208. A condition is included requiring the applicant to obtain approval to a Detailed Design Code – see Condition 19 – 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.

7.209. 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

7.210. 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 Desig 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

7.211. Paragraph 20 (b) of the NPPF states that strategic policies should set out the overall strategy for infrastructure for transport.

7.212. 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.'*

7.213. 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'.*

7.214. 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'*.

7.215. 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

7.216. 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.

7.217. 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.

7.218. 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

7.219. 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.

7.220. 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.

7.221. 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.

7.222. 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.

7.223. 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

7.224. 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.

7.225. 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

7.226. 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 the vast majority of properties would be within this walking distance.

7.227. 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

7.228. 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.

7.229. 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.

7.230. The Highway Authority has noted that the development may increase demand to cross Essex Regiment Way at Footpath 35 and has advised that it will be necessary to secure appropriate mitigation to deal with the risk. The applicant has submitted a plan which shows an indicative crossing point with central refuge. Condition 46 - Public Footpath 35 will require a scheme of measures to mitigate the increased risk from pedestrians crossing Essex Regiment Way at this public footpath prior to the occupation of any dwellings within Residential Parcels CH-1 and CH-2. The delivery of the mitigation scheme including its cost would be borne by the developer.

Internal Routes including Bridleways

7.231. 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.

7.232. 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.

7.233. 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.

7.234. The Essex Bridleways Association consider there to be a lack of designated active travel routes for equestrians. No specific provision is made within Zone 1; however, horse riders would be able to utilise the new bridleway route planned for Zone 2. The bridleway would provide a significant new circular route in addition to the route already secured at the existing development at Beaulieu.

Off-Site Routes

7.235. 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.

7.236. 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.

7.237. A key element in securing sustainable connections off-site is Essex Regiment Way; this currently acts as a barrier for pedestrians and cyclists with the exception of the east-west Pegasus crossing at Bridleway 18 Broomfield. The works would include the introduction of additional pedestrian and cycle crossings, to assist in reducing cross-valley severance and enable provision of a new 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.

7.238. 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)

7.239. 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.

7.240. 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. 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.

7.241. 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.

7.242. 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.

7.243. 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).

7.244. 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.

7.245. 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.

7.246. 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.

7.247. The Strategy does however note that not all of Parcel CH7, within Zone 1 will be within the targeted 400m walk to a bus stop. The strategy proposes that in that case mitigation will be introduced for future residents in the form of free bus passes, car club credits and active travel vouchers. A car club space would also be provided within the parcel. The mitigation measures proposed for Parcel CH7 are considered acceptable and represent sustainable alternatives that would mitigate the longer walk to a bus stop for future residents.

7.248. 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.

7.249. The procurement of bus services would be the responsibility of the developers. The Site Wide Bus Strategy would be appended to the PFA, and each member of the consortium would be 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, 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.

7.250. ECC have requested a condition requiring the details of the bus shelters to be submitted. The requirement would be covered by the technical approval process and by the obligation within the s106 Agreement regarding bus service provision.

Parking Strategy – Approach to Parking, EV Charging & Car Clubs (IDP Item C7)

7.251. 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.

7.252. 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 15 – Parking & Cycle Parking

7.253. The baseline standards note that visitor parking spaces will be provided in parking clusters or on street.

7.254. Cycle parking would be key to encouraging a 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.

7.255. 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.

7.256. Condition 15 – 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.

7.257. 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.

7.258. 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 a 400m 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.

7.259. ECC welcome the inclusion of a parking strategy but to ensure its effective implementation a car parking management plan would need to be implemented; this would need to ensure that the Park and Ride is not undermined with people parking within the Garden Community and then walking to the Park and Ride to use the buses. 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.

Primary and Secondary Mobility Hubs

7.260. 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)

7.261. 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.

7.262. 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.

7.263. The updated viability position, as outlined in the s106 Agreement section of the report below, proposes that **59%** of the CIL be reinvested into the Zone 1 development in order to achieve a compliant level of affordable housing at 35% provision. The viability has assumed that some of the education contributions, the additional traffic management measures within Zones 1 and 3 as set out in the Monitor and Manage Fund and the associated penalty payments, due where the modal share target is not realised, 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.

7.264. 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. 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.

7.265. 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.

7.266. 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 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.

7.267. Essex County Council refer in their corporate response to works to the active travel crossing link between Belfry Crescent and Brassie Wood and consider that the improvements should be secured within the Zone 1 s106 Agreement. During extensive discussion on the various infrastructure works and the Monitor & Manage Fund (MMF) it has been agreed that these works should instead be included in the MMF as one of the options that money could be drawn down to fund were additional interventions considered necessary to bring about the required modal share target.

Travel Planning (IDP Item C5)

7.268. 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.

7.269. 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.

7.270. 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)

7.271. A number of improvement and alteration works are required to Essex Regiment Way, the main strategic route to the west of the site, in order 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.

7.272. 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

7.273. The IDP notes that all of these works are to be delivered by the Garden Community developers.

Commuted Sums (IDP Items CS1, CS2, CS3, CS4, CS5, CS6, CS7, CS8)

7.274. The Highways Authority has requested a number of 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.

7.275. 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

7.276. 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.

7.277. 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 was 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.

7.278. 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

7.279. 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.

7.280. 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.

7.281. 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.

7.282. 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 as a consequence 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

7.283. 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.

7.284. 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

7.285. 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.

7.286. Since the production of the note, Homes England and Essex County Council have provided letters both dated 4th December 2025; see Appendix 6 and 8; in relation to Homes England this confirms its 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 has requested from Essex County Council; in relation to Essex County Council, the letter confirms 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.

7.287. The following key principles will 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 required funds 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.

7.288. Essex County Council are required to submit a formal material amendment to the Housing Infrastructure Fund (HIF) Grant Determination Agreement (GDA) as grant recipient but in the meantime, whilst this is awaited, Homes England have commenced their due diligence to ensure conclusion of their review and the issue of a recommendation to the HIF Delivery Board.

7.289. Homes England recognise the importance of the development in delivering much needed housing locally, as well as contributing to national targets and remain committed to supporting the project subject to approval from its board.

7.290. On the assumption that Homes England can commit to Material Amendment of the HIF Grant Determination Agreement, the lifting of the National Highways holding objection and no Grampian conditions being imposed on Zones 1 and 3 of the CGC to link the completion of the Junction 19 Mitigation Scheme with housing occupations, the PFA commits the Consortium to make land available without ransom, free of encumbrances and to provide other assistance, as reasonably required by ECC in delivering the works.

7.291. Further, and to accommodate for any potential delays in the delivery of the works the consortium and ECC have agreed to commit to not opening Section 1A of the CNEB to general traffic until the works have been completed; in the interim Section 1A of the CNEB would be open to buses only.

7.292. A letter has also been received from National Highways dated 5th December 2025; see Appendix 7 which outlines the removal of their holding objection subject to the completion of the provisions and requirements outlined within the PFA. National Highways also set out the funding process to provide the necessary financial contributions to the funding of the Junction 19 scheme.

Environmental Impacts

7.293. The Transport Assessment and Environmental Statement did not consider the impacts of the proposed development on the Boreham Interchange on the basis that the DCO scheme was considered embedded mitigation.

7.294. During the course of discussions on the application, National Highways have 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 1 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.

7.295. The Environmental Statement did not consider the phasing of the Zone 1 development, but instead considered the effects based on the final quantum of development with both the NRDR and Section 1A of the North-East Bypass completed. Based on a scenario where Section 1A of the North-East Bypass is only open to buses for a temporary period, background traffic (not associated with the CGC development) would not re-distribute and as such baseline flows on links within the study area, which would include Essex Regiment Way would be higher. The

percentage increase in traffic which could be attributed to the Zone 1 development on these links would be lower than set out within the ES, which had assumed a worst case scenario.

7.296. Essex County Council have indicated their commitment to completion 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)

7.297. 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.

7.298. Following proactive and positive discussions between the local authorities, the developer consortium and Homes England and more recently between the County Council, National Highways and the DfT, Homes England, has confirmed its commitment to take a recommendation paper to the HIF Delivery Board as soon as possible, but with a target of January 2026. The recommendation would be to agree that £12 million of the HIF contribution from the unallocated contingency to the Beaulieu Access Package (Chelmsford North-East Bypass and Beaulieu Park Station), could be directed in part towards the A12 J19 Mitigation Scheme (£4 million) as set out above, with £8 million towards the works required to Roundabout 5 on the A131 Beaulieu Parkway.

7.299. Essex County Council and the developer consortium have agreed in principle to contribute the remaining £16 million; £8 million each. Essex County Council has agreed in principle to implement the scheme.

Movement & Transport Provision within Zone 1
Approach to Active Travel Network

7.300. The Zone 1 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.

7.301. The active travel network within Zone 1 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 leisure routes offering residents and visitors many sustainable options for moving around the development.

7.302. A key destination for Zone 1 and the Garden Community is the village centre at Great Belsteads. The local facilities including a secondary mobility hub, which would be connected to the wider development and adjacent zones by a strong network of routes. The centre also includes the location of a pedestrian/cycle bridge over Essex Regiment Way linking to the Essex Regiment Way Sustainable Transport Corridor (IDP Item C19).

7.303. An important east-west route would be provided by the primary street, which would extend from the proposed village centre to the boundary of Zone 1 to the east. The route would be completed by the development in Zone 3 and extend through to Zone 2 via an active travel only crossing on Domsey Lane. Active travel routes extend both north and south from this primary street, connecting with the Zone 1 residential parcels and Zone 3 development to the north, providing a network of routes south through the Discovery Park. The routes would provide onward connections to the existing development at Channels to the south, and a new crossing on Essex Regiment Way, providing a further connection to the Essex Regiment Way Sustainable Transport Corridor via the Innovation Hub.

7.304. Cycle provision would be provided alongside a north-south bus link at the eastern edge of the Discovery Park, which would connect to a further north-south primary street within the south-eastern corner of the site. Active travel routes via this street would provide further connections south to the existing development and Channels, and east into the development within Zone 2.

7.305. A significant component of the proposals to the south includes the conversion of a small section of Domsey Lane and a section of Pratt's Farm Lane to provide for active travel only. The use of these lanes for active travel purposes would provide another option for residents and visitors, whilst also presenting an opportunity for the development to retain, and respond positively, to these distinctive features within the existing landscape.

7.306. The local planning authority has engaged in on going 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 Development Framework Document which includes promoting active travel and walkable neighbourhoods as key principles of the Garden Community.

7.307. 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, Pedestrian/Cycle Bridge over Essex Regiment Way, Essex Regiment Way STC, Broomfield Active Travel Route, Village Centre and roundel and Travel Plan.

7.308. 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 19 – Detailed Design Code.

7.309. The detailed design of the Pedestrian/Cycle Bridge over Essex Regiment Way and detailed street design within the Village Centre including roundel are reserved matters.

7.310. The Broomfield Direct Cross Valley Active Travel Route, the Essex Regiment Way STC 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.

Bus Gates

7.311. The Zone 1 application in accordance with the DFD includes four bus gates. Two bus gates would secure a bus link between the northern Zone 1 development parcels, located near the Great Belsteads Village Centre, and the development parcels to the south close to the existing Channels development. The proposed bus link would pass north-south through the Discovery Park, preventing private vehicle through traffic and giving priority to public transport and active

travel. A further bus link would be established by two bus gates located south-east of the Chelmer Valley Park and Ride allowing bus services to access Essex Regiment Way via the roundabout at Pratt's Farm Lane Roundabout.

Mobility Hubs

7.312. The application also includes provision for a secondary mobility hub at Great Belsteads Village Centre in accordance with the DFD. The hub 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.

7.313. The proposed location places the mobility hub at the core of the village centre on a key route for both active travel and public transport. The location would also allow for a potential active travel connection to the Chelmer Valley Park and Ride site, which would provide further opportunities for the land safeguarded for future expansion of the Park and Ride.

7.314. Before a reserved matters application for the mobility hub can be approved, 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 19 – Detailed Design Code. The provision of the Secondary Mobility Hub has been included within the IDP under item IDP C9a.

Planning Obligation

7.315. 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)

7.316. 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)

7.317. 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)

7.318. 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.

Domsey Lane Mitigation Scheme

Development Framework Document

7.319. The Chelmsford Policy Board considered the CGC Development Framework Document (DFD), at its meeting on 19th December 2022, and as set out above (Principle of Development) it resolved to recommend to Cabinet, that the Development Framework Document (DFD) be approved subject to further clarification being provided on the Domsey Lane access arrangements. City Council Officers also made a commitment at the meeting to continue to involve residents in matters relating to Domsey Lane.

7.320. A significant aim of the Stage 1 Masterplan is to seek to minimise the impact of development on the existing community and, in particular, the character of Domsey Lane whilst at the same time creating meaningful links for the surrounding Garden Community. The commitment in the DFD was for traffic to be regularly monitored and if considered necessary, for traffic regulating features to be introduced.

7.321. The DFD contains three key interventions, or crossings on Domsey Lane, with an indicative approach presented for each location. The interventions included a left-in left-out access to the north created by the Northern RDR (Crossing 1), a Bus Gate in the centre of Domsey Lane (Crossing 2), and a new access created by the new north-south primary street within Zone 1 (Crossing 3).

7.322. The outline planning applications for Zones 1 and 3 which abut the lane, initially reflected this arrangement. The Infrastructure Delivery Plan, which sets out the infrastructure to be delivered across the Chelmsford Garden Community, who is responsibility for its provision, when and at what cost, initially contained a specific item for Domsey Lane Traffic Mitigation.

7.323. The original drawings for both applications included the three crossings, or interventions described, and a commitment to regularly monitor traffic on the lane and provide a mitigation scheme if this was required.

(ii) CGC Movement Strategy and Representations from Residents

7.324. Over the course of considering the applications, the local planning authority has continued to receive representations from Domsey Lane residents, understandably concerned about the impacts of the proposals on Domsey Lane. The concerns relate to an increase in the volume of vehicles using the lane caused by the development and the harm that new interventions would have on the character and appearance of the lane. Several Domsey Lane residents have expressed a strong view that through traffic should be prevented on the lane to bring it in line with the remainder of CGC.

7.325. The outline planning applications for CGC each include bus gates, as part of the overall movement strategy agreed in the DFD. The bus gates allow for direct movement for active travel (pedestrian and cycles) and public transport but prevent private vehicles from routing through the Chelmsford Garden Community. Domsey Lane is currently the exception to this approach, as it is the only vehicle route other than Essex Regiment Way and the North-East Bypass that would enable vehicles to route between the proposed Northern RDR and the existing southern RDR (Channels Drive and Beaulieu Parkway).

7.326. During separate discussions with the County Highway Authority and the consortium of developers in relation to the Chelmsford Garden Community Bus Strategy, it was agreed that there was no longer a requirement for a bus route, and hence a bus gate, north of Domsey

House, which made a significant difference to the form of intervention required on this section of the lane

(iii) Alternative Approach to Traffic Mitigation Strategy on Domsey Lane

7.327. Having regard to the position taken in respect of the Bus Strategy and to give greater certainty to all parties, in particular residents, the local planning authority resolved that there would be significant benefit in agreeing the Domsey Lane traffic mitigation as part of the outline planning applications for Zones 1 and 3 with obligations included within both the PFA and the site specific s106 Agreements.

7.328. The local planning authority have worked closely with the County Highway Authority, the local community the consortium and the local community to consider options for preventing through vehicle traffic on Domsey Lane, with the key considerations being the impact any measures would have on the character of the lane, future functionality as a highway and ensuring that the proposal can be delivered on land within the highway or controlled by the relevant developers.

7.329. A new proposal for the crossing north of Domsey House, originally intended to be a bus gate, was prepared by the local planning authority. The proposal would include the closure of the lane to vehicular through traffic and the omission of the bus gate.

7.330. The proposal comprises:

- The closure of Domsey Lane to vehicular traffic north and south of the east-west active travel link
- Two new turning heads located north and south of the east-west active travel link. The turning heads would be the minimum size required by ECC with the width of the existing lane to be maintained as far as possible.
- An allowance for City Council refuse vehicles and emergency services vehicles to still travel north-south via lockable bollards.
- New landscaping to be delivered within the relevant CGC parcels (Zones 1 & 3) that respects the rural character of the lane.

7.331. Given the implications of changing the Domsey Lane Traffic Mitigation Strategy, the local planning authority wrote to all residents of Domsey Lane providing a detailed note and providing an opportunity for them to express their views. 13 residents responded to the consultation in January/February and all expressed support for the proposal.

(iv) Closure of Domsey Lane at Crossing 2 to Motor Vehicles

7.332. Closure of the lane at Crossing 2 would be progressed by the local planning authority under Section 249 of the Town & Country Planning Act 1990 and active dialogue with the Department for Transport has already commenced in this respect.

7.333. An obligation is contained within the Planning Framework Agreement; this requires details of the design and programme for implementation of a turning head on the eastern side of Domsey Lane within Parcel CH7 (within Zone 1) and on the western side of Domsey Lane Parcel 16 (within Zone 3) together with a bollard to prevent vehicular through access on Domsey Lane to be submitted by the respective developers, to the local planning authority within a specific period before completion of the Northern RDR. The local planning authority will be required, to submit the application under s249 of the TCPA 1990 to the DfT. Subject to confirmation of the

order and it being free of legal challenge the Domsey Lane Mitigation Scheme would then be completed in accordance with the approved details.

7.334. Details of the active travel link to be provided at Crossing 2 would then form part of the first reserved matters submitted in respect of Parcel CH7 (Zone 1) and Parcel 16 (Zone 3) and completed as part of the mitigation works above, whichever is the later to have commenced.

Cycle & Pedestrian Footbridge over Essex Regiment Way (IDP Items C19 & CS1)

7.335. A new pedestrian and cycle bridge over Essex Regiment Way would be provided connecting the Garden Community with Little Channels and the Essex Regiment Way Sustainable Transport Corridor enabling pedestrian and cycle access to Springfield, the city centre and the university. The location of the bridge its vertical clearance, width and access point is fixed by the outline application with all other matters reserved for later consideration. The bridge is to be delivered by the Zone 1 developer within the cost set out in the IDP C19.

7.336. Commuted sums to be used for the long term maintenance of the bridge are also included in the IDP as item IDP CS1.

7.337. The s106 Agreement for the development at the site North of Woodhouse Lane, Broomfield (20/02064/OUT) secures a contribution of £400,000 towards a pedestrian and cycle bridge over Essex Regiment Way. The contribution is required to be paid to Essex County Council prior to commencement. Work on the development has not yet commenced.

7.338. The pedestrian and cycle bridge referenced within the Broomfield s106 Agreement is the bridge proposed to be funded and delivered by the Zone 1 developer as set out within IDP item C19.

7.339. Since payment of the contribution identified within the Broomfield s106 Agreement is only required upon the commencement of the development, there is no guarantee that it will be paid, should the Broomfield development not proceed. Based on this, it is not considered appropriate for the cost in IDP item C19 to be reduced to take account of the contribution. Should the contribution be paid to ECC then this would be passed to the developer of Zone 1 but would need to be reflected in the amount of money that Zone 1 receives from CIL receipts (the CIL recycling).

7.340. Concerns have been raised by the Chelmsford Garden Community Council and Little Waltham Parish Council regarding the functionality of the bridge and the routes with which it would connect on the western side of Essex Regiment Way. The two Councils have both advised that an at grade crossing might be preferable to a bridge.

7.341. The bridge would connect with the Essex Regiment Way Sustainable Transport Corridor, which would allow for north-south active travel along Essex Regiment Way. Connections to Little Waltham would also be made available via Back Lane and the existing footpath network. A bridge is preferred to an at grade crossing due to the levels differences on both sides of Essex Regiment Way and since it could also function without any adverse impact on the flow of traffic on the strategic road network.

7.342. The Cycling Action Group have raised comments regarding the layout of the bridge and have sought assurance as to its suitability to accommodate cyclists. The points raised are noted and would be taken into consideration at detailed design stage.

Essex Regiment Way Sustainable Travel Corridor (IDP Item C11a, b & c & CS2)

7.343. The Essex Regiment Way Sustainable Transport Corridor is divided into two parts. The first part (C11a) relates to the provision of a 3m wide cycle/pedestrian route on the western side of Essex Regiment Way, which would run from the new bridge to Back Lane and would include a toucan crossing of Back Lane. The second part of the route (C11b) comprises the section, which would run parallel to Essex Regiment Way and along Little Waltham Road to Nabbotts Farm Roundabout. The cost of the route is included in the IDP.

7.344. The works include the provision of a crossing at the Nabbotts Roundabout to enable onward travel via Pump Lane and via existing footpath/cyclepath routes through Springfield to the city centre; this is included in the IDP as item IDP (C11c), which is noted in the IDP to be a developer financial contribution.

7.345. Commuted sums would also be secured for the long term maintenance of the corridor, and this sum is included in the IDP as item IDP CS2.

7.346. The route would extend from the Nabbotts Farm roundabout along Chelmer Valley Road to provide a link to the city centre; this is listed as IDP item C13 and would be delivered by the Zone 2 developer. The cost is included in the IDP.

Essex Regiment Way Bus Lane Reversal (IDP Item C12)

7.347. Discussions with ECC and the consortium have taken place in relation to junction capacity assessments at Pratt's Farm Roundabout and Belsteads Roundabout, with concerns raised as to whether the length of queuing vehicles on the south bound approach to Belsteads Roundabout would significantly impede buses and therefore affect the ability to achieve the required modal share targets, in advance of the delivery of junction improvements.

7.348. Following discussion, and to reduce queueing, it was agreed that a scheme would be implemented at an early stage in the development to reverse the direction of the existing bus lane to allow for the later delivery of more significant junction improvements.

7.349. Two potential schemes have been developed. The final scheme would be confirmed and submitted to discharge an obligation within the s106 Agreement. The scheme would be delivered by the developer. The cost detailed within the IDP represents the most expensive of the two potential options.

Broomfield Corridor A1 (via Mill Lane) (IDP Item C14)

7.350. Off-site works are required to improve active travel provision between Broomfield and the Garden Community via Mill Lane. The proposed scheme would include improvements to the existing Public Right of Way Broomfield 38 between Little Waltham Road and Mill Lane, which would include resurfacing and vegetation clearance as required. The works would also include improvements to the existing footpath between Glebe Crescent and Main Road, Broomfield to include widening of the footpath (publicly owned land) and footways; this would also similarly include vegetation clearance as required together with the implementation of a traffic signal controlled crossing on Main Road, Broomfield including footway widening and associated improvements to facilitate cycling from Church Green to the scheme. Directional signage would also be required for pedestrians and cyclists. The scheme would also be expected to bear the

costs associated with conversion of the footpaths on the route to cycle tracks with pedestrian rights of way. The costs are outlined within the IDP as item IDP C14.

7.351. Following investigation of land ownership, and since the proposed improvement works would require some third party land as well as highway land, it is proposed that a contribution be secured, as it would not be possible for the developer to undertake the works themselves.

Active Travel Route to Broomfield (IDP Item C15)

7.352. Off-site works are required to deliver an active travel connection between the Garden Community and Broomfield within the vicinity of Croxtons Mill. The route would provide a direct active travel route between the communities, which include key facilities, such as Broomfield Hospital and Chelmer Valley High School in Broomfield and the Discovery Park and Innovation Hub within the CGC. The location includes numerous constraints and may require the acquisition of third-party land. An independent study was therefore commissioned by ECC Highways with detailed support and engagement by the local planning authority, to assess the site and recommend an optimum alignment for the route alongside a detailed estimate of the associated costs. The report titled 'Chelmsford Garden Community to Broomfield Hospital Active Travel Route - Optioneering Study' is appended to this report – see Appendix 9

(i) Scheme Detail

7.353. The commissioned study considered the site constraints and potential route options within the study corridor located near to Croxtons Mill, which included the use of the existing byway and adopted highway and options for the delivery of a new route and footway/cycle bridge over the River Chelmer.

7.354. The identified route options were scored using the Active Travel England Toolkit and assessed to determine a preferred route. The preferred option includes a new direct 3m wide shared footway/cycleway between Back Lane and Main Road and new footway/cycleway bridge over the River Chelmer. The option would also include improvements to Main Road, Broomfield to provide a new controlled crossing south of the Hospital Approach roundabout together with walking and cycling improvements to Back Lane. The works would collectively provide a high quality surfaced and lit route directly across the river valley, connecting the western side of Main Road Broomfield with the Innovation Hub and proposed active travel network within the CGC.

(ii) Funding

7.355. The commissioned study includes detailed estimated costs for the construction of the preferred option. Indicative cost estimates for the scheme range from £4.9 million to £6.9 million, dependent upon risk allowances. An update to this study is expected which will also determine likely costs for the acquisition of land required to deliver the scheme. The IDP Item C15 includes a developer contribution of £1,376,700.

7.356. CCC officers have begun work to identify further sources of additional funding. The s106 Agreement for the development at the site North of Woodhouse Lane, Broomfield (20/02064/OUT) secures a contribution of £1,352,400 for alternative transport measures. The contribution will secure a Park & Ride Shuttle Service to Broomfield Hospital but may also fund alternative travel schemes in the vicinity of the Hospital as identified in the Broomfield Neighbourhood Plan. The schemes could include the active travel connection between the

Garden Community and Broomfield. The same s106 Agreement also secures a contribution of £400,000 towards the footway/cycle bridge over Essex Regiment Way (to be delivered under IDP Item C19); any reduced CIL recycling enabled by this contribution could also be directed towards CGC to the Broomfield route.

7.357. CCC Officers have, in addition, contacted both Essex Highways and Active Travel England to enquire about future funding opportunities. Proposals have been submitted to Homes England to secure additional funding towards further supporting studies. Additionally, and to further strengthen the Council's drive for significant new active travel infrastructure, CCC officers are also seeking to package these proposals together with others within the City Council's administrative area, such as those identified at East Chelmsford, to support potential bids for funding opportunities, which may become available following the formation of the Essex wide strategic authority.

(iii) Delivery

7.358. The preferred option would require the acquisition of third-party land and be dependent upon additional sources of external funding. The delivery of the project would be led by the City Council.

New Essex Regiment Way Site Access Roundabout (IDP Item C21)

7.359. A new roundabout is proposed on Essex Regiment Way which would provide access to Zone 1. The roundabout forms part of the detailed works for Zone 1, which would be delivered by the developer with the total cost included in the IDP as item IDP C21.

Pratts Farm Roundabout Access to Innovation Hub (IDP Item C21a & CS4)

7.360. Works would be required to the Pratts Farm Roundabout to provide access to the Innovation Hub. The works would include enlarging the roundabout to facilitate the provision of a fifth arm, a new toucan crossing and improvements to the existing route to the south. The works would be carried out by the developer and would be expected to be implemented before any of the uses within the Innovation hub were first brought into operation. The cost is included within the IDP as item IDP C21a.

7.361. A commuted sum is also to be provided to assist with the long-term maintenance of the works carried out, this is included as line item C21a in the IDP with an associated commuted maintenance sum as line item IDP CS4.

Pratts Farm Roundabout Interim Improvement Scheme (IDP Item C21b)

7.362. Before the final works described above are complete, interim improvement works would be required to Pratts Farm roundabout. The works would involve the widening of the north and southbound approaches. The works would be delivered by the developer and early in the development programme for Zone 1. The cost is set out in the IDP as line item C21a.

Belsteads Farm Roundabout Road Junction Improvements (IDP Item C27a & CS6)

7.363. Improvement works are required to Belsteads Farm roundabout. The works proposed are set out in the IDP Specification Sheets and would comprise works to the existing road and

alterations to the roundabout and splitter island. The cost of the works is set out in the IDP as item C27a with an associated commuted maintenance sum as line item IDP CS6.

Armistice Avenue Roundabout Road Junction Improvements (IDP Item C27b)

7.364. Improvement works to the Armistice Avenue Roundabout are also considered to be made necessary by the development. Details of the works to be undertaken are set out in the IDP Specification sheet but principally involve the widening of the existing road approaches. The works are to be carried out by the developer with the cost set out in the IDP as line item IDP 27b.

7.365. The timing of the delivery of the various junction improvement works on Essex Regiment Way, which are the responsibility of the Zone 1 developer relative to the delivery of the NRDR, responsibility for which falls to the Zone 3 developer have been the subject of detailed consideration and traffic modelling work by Essex County Council and their transport advisors in discussion with both the Zone 1 and 3 developers and the local planning authority with the following proposed triggers to be agreed and included as an obligation within the site specific s106 Agreement

A - Essex Regiment Way Junction Improvement Works

The developer shall not (unless otherwise agreed with the City Council in consultation with the County Council):

a) Occupy more than 100 residential units until it has carried out and completed the Pratts Farm Roundabout to Belsteads Round Bus Lane Reversal Works (IDP Item C12)
b) Occupy more than 465 residential units until it has carried out and completed the Belsteads Farm Roundabout (Interim) upgrading works (IDP Item C21b)
c) Occupy more than 790 residential units until it has carried out and completed the Belsteads Farm Roundabout Junction Improvement Works (IDP Item C27a)
d) Occupy more than 1,270 residential units or Parcel CH-COM-1 (Innovation Hub) until it has carried out and completed the Pratts Farm Roundabout Final Upgrading Works (IDP Item C21a)
e) Occupy more than 1,270 residential units until it has carried out and completed the Armistice Avenue Roundabout Upgrading Works (IDP Item C27b)

B – Timing of Delivery – NRDR

In addition to the conditionality set out in (A) above, until the Northern Radial Distributor Road (NRDR) (IDP Item C22) has been completed and is fully operational, the developer shall not (unless otherwise agreed with the City Council in consultation with the County Council):

a) Occupy more than 925 residential units on the combined planning applications 23/00124/OUT (Zone 3) and 22/01950/OUT (Zone 1) until the following works have been completed and are fully operational:

- Pratts Farm Roundabout (Interim) Upgrading Works (IDP Item C21b), and
- Belsteads Farm Roundabout Junction Improvement Works (IDP Item C27a)

b) Occupy more than 558 residential dwellings on Zone 1.

C – NRDR Implementation Review Obligations

Prior to the 300th and 458th occupation of residential units on Zone 1 the developer shall confirm whether the NRDR is due to be constructed, is under construction or has been completed, in accordance with the NRDR timetable. Should the NRDR be proceeding materially behind the NRDR timetable, then the Zone 1 developer shall liaise with the Zone 3 developer through the forum of the Transport Review Group (calling an extraordinary meeting if a regular meeting is not due to take place in a suitable timeframe) to confirm the latest timetable for its implementation, construction and completion.

Should the NRDR be proceeding materially behind the NRDR timetable, then the Zone 1 developer may submit proportionate additional transport assessment work to the City Council for its approval in consultation with the County Council, to assess the traffic conditions prevalent at the time on Essex Regiment Way and to ascertain whether the occupation caps set out in (B) above, remain appropriate. The transport assessment to 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 caps set out in (B) above are appropriate, then the parties shall work together to agree revised occupation caps.

Should prior to either of the review points on the 300th or 458th occupations, it be revealed that the NRDR has been completed in accordance with the NRDR timetable, then the parties shall agree that these review provisions shall no longer apply and the original triggers for the Pratts Farm Roundabout Interim Works and Belsteads Farm Roundabout shall remain unchanged.

Secondary Mobility Hub

7.366. A secondary mobility hub is proposed to be included within the Zone 1 parcel. The location of the hub has been included in the Access and Movement Parameter Plan however the final design and specification of the hub would be confirmed as part of the future design code work – Condition 19 – Detailed Design Code and through the associated reserved matters application – Condition 6 – Reserved Matters Content.

Chelmer Valley Park and Ride Safeguarding of Land

7.367. Strategic Growth Site Policy 6 of the Chelmsford Local Plan includes a requirement to safeguard land surrounding the existing Chelmer Valley Park and Ride to allow for its future expansion. The Zone 1 planning application indicates land to the north and east of the existing Park and Ride site which is safeguarded to allow for its future expansion.

7.368. Essex County Council submitted a planning application (reference CC/CHL/110/23) in December 2023 for the initial expansion of the Park and Ride site. The proposed expansion would form part of the overall sustainable transport package associated with the scheme for the Army and Navy Roundabout junction and would increase the number of parking spaces on the site by 500. Planning permission for the expansion was granted on 26th November 2024.

7.369. The Zone 1 development would wrap around the northern and eastern side of the Park and Ride site. The Army and Navy planning application which detailed works to expand the Park and Ride site indicated the inclusion of active travel links to the east and north, which would allow connections to the Zone 1 site. The final locations of these links would be secured through the planning application for expansion of the Park and Ride.

7.370. The reserved matters for the Zone 1 parcels located adjacent to the Park and Ride will need to consider the relationship with the expanded site and connections with any approved links.

7.371. The approved expansion scheme does not extend across the entirety of the land safeguarded to the north of the existing site; this land would remain safeguarded for a specified period of time (to be set out within the s106 Agreement) to allow for any further expansion of the site, which might be required in the future.

Conclusion

7.372. 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 a mobility hub.

7.373. The improvement works to junctions along Essex Regiment Way are extensive and considerable care and time has been taken to ensure these are secured at appropriate points within the scheme delivery to ensure that the function of the strategic highway network is not undermined.

7.374. The movement items for Zone 1 account for over a third of the total cost of all infrastructure items attributable to Zone 1.

7.375. 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 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

7.376. 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)'*.

7.377. 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)).

7.378. 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

7.379. 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).

7.380. 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.

7.381. 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

7.382. 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.

7.383. 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

7.384. 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.

7.385. 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.

7.386. 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.

7.387. 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.

7.388. 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.

7.389. 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.

7.390. 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.

7.391. 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 1

7.392. Zone 1 seeks to embed over 54% green infrastructure within the development, which would exceed the DFD target of 50%. The application site has an overall site area of approximately 82 hectares with 39ha of this being developable land. Over 11ha of green infrastructure would be delivered within the developable areas as street verges, pocket parks, incidental areas of open space and private rear gardens accounting for 30% of the overall green infrastructure within Zone 1. The remainder of the green infrastructure would be delivered through the provision of the Channels Discovery Park one of the three destination parks within the Garden Community.

Landscape and Visual Impact

7.393. 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.

7.394. 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.

7.395. 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.

7.396. A Landscape and Visual Impact Assessment forms part of the Environmental Statement and has sought to assess the baseline landscape character and to identify the key characteristics of the site detailing how these would be enhanced and conserved. Zone 1 is characterised by an irregular field pattern of mainly medium size arable and pastoral fields marked by hedgerows, banks and ditches and small woods, which provide structure to the edge of the landscape.

7.397. The LVIA sets out an objective to conserve and enhance the existing landscape; this is to be achieved by protecting and enhancing positive features which are essential in contributing to local distinctiveness and delivering enhancement through improvements to the integrity of the landscape and reinforcement of its character by introducing new elements where distinctive features or characteristics are absent.

7.398. A key focus would be on the strengthening of the existing hedgerows through appropriate planting, conservation and management of the ecological structure of the existing woodland and strengthening of the recreational role of the water filled sand and gravel pits.

7.399. 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

Discovery Park

7.400. The Zone 1 development would secure delivery of the southern portion of Channels Discovery Park, one of three new destination parks proposed within the Garden Community, along with an extensive network of greenways and areas of productive landscaping, as examined further in the next section of the report.

7.401. The Channels Discovery Park comprises two distinct elements known as Discovery Park North and Discovery Park South. The northern section would deliver an area of formal sports provision within Zone 3. The southern section (hereafter referred to as the Discovery Park) would be located within Zone 1, covering an area of approximately 22 hectares.

7.402. The Discovery Park would establish a substantial area of community parkland within the Garden Community situated at the heart of Zone 1, providing residents with opportunities to connect with nature, whilst also delivering health and wellbeing benefits. The park is proposed as a multi-functional comprising play provision, active travel routes and water bodies offering several benefits to communities across a wider area than simply the immediate development parcels. The park would also present excellent opportunities for biodiversity and ecological enhancements as examined later within this report.

7.403. The Discovery Park would extend north from the existing Channels Park to the south up to its northern boundary at Wheelers Hill. The park would play an important role in connecting the new Garden Community with the existing developments at Channels and Beaulieu. Connections would be provided from the park to the Chelmer Valley Park and Ride, Regiment Gate Business Park (located to the west) and the proposed Innovation Hub ensuring that the park would be accessible to a wide variety of users.

7.404. Pratts Farm Lane, which currently intersects the site would be downgraded to an active travel route as part of the development and would form a key route through the Discovery Park linking Essex Regiment Way and the Innovation Hub to the west, with the new development parcels and Channels development to the south and east. Several other active travel routes are proposed to extend across the park.

7.405. The Discovery Park would be commenced as a single phase alongside the associated vehicular and active travel infrastructure within the first year of the construction programme. Early delivery of such a significant area of green infrastructure is welcomed and enabling this to become embedded into the development at an early stage contributing notably to wider health and wellbeing objectives and contribute to ecology and the BNG objectives.

Greenways and Green Infrastructure Network

7.406. 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 Design and Access Statement and Green Infrastructure Strategy both detail indicative locations. The greenways would primarily be located along the site boundaries with Zone 3. The routes would be informal, and nature led adopting varying widths and sizes depending on their location. The final location and appearance of the greenways would be confirmed as part of the reserved matters submissions.

7.407. 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 to supplement the existing hedgerows with new hedgerow trees, set no more than 20m apart, and to create 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 through the use of deadwood and the addition of new ponds, which would offer biodiversity benefits.

7.408. The greenways would provide high quality amenity space, incorporating opportunities for play on the way, recreation and areas to sit and rest.

7.409. 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

7.410. 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'*.

7.411. 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.

7.412. 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.

7.413. Based on the figures set out within the Local Plan the Zone 1 development, delivering up to 1,500 new dwellings equating to 3,600 new residents, would be required to provide a minimum of 12 hectares of public open space on site.

7.414. The Green Infrastructure Strategy states that more than 33 hectares of public open space would be provided within Zone 1; whilst principally provided within the Discovery Park, 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 1 exceeds the requirements of the Local Plan.

Parks and Sports Provision

7.415. The requirements in respect of parks and recreation provision would be more than adequately delivered by the new Discovery Park. The large area of strategic open space would deliver play space alongside active travel routes and offer biodiversity improvements.

7.416. 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.

7.417. A Combined Sports Strategy for Zones 1 and 3 has been submitted, which provides details of the formal sports provision intended to serve the future residents of Zones 1 and 3. This document sets out the nature of the provision to be provided at the Great Belsteads Sports Hub and demonstrates how this would meet Sport England standards and the DFD requirements.

7.418. The Sports Strategy has since been updated by the applicant for Zone 2 (Vistry) in support of their planning application, culminating in the production of a single comprehensive sports strategy, which details the complete picture in relation to formal sports provision for the Garden Community.

7.419. No area of formal sports provision is proposed within Zone 1. The nearest area is proposed to be located in Zone 3 within Discovery Park North (known as the Great Belsteads Sports Hub) which would be the first of the three sports hubs to be delivered providing 6 football pitches, a 9 wicket cricket square and a pavilion. Future residents of Zone 1 would have easy access to the sports provision at Great Belsteads and in the future would also have access to two further areas of formal outdoor sports provision at Dukes Wood Nature Park and the All Through School, both of which would be delivered later within the Zone 2 scheme.

7.420. Sport England have advised that they are satisfied that the formal outdoor sports provision at Great Belsteads Sports Hub would meet the natural turf and cricket demand of Zones 1 and 3 and have requested that the minimum size and form of the provision form a specific obligation within the s106 Agreement for Zone 3. A proportional financial contribution towards the delivery of the sports provision is required from Zone 1, however, as set out in the Infrastructure Delivery Plan, provision of the sports facility at Great Belsteads is a Zone 3 developer responsibility.

7.421. The Great Belsteads Sports Hub would meet the natural grass pitch demand for football and cricket. Additional demand generated by other sports would either be met within Zone 2 or off site. Formal sports provision would be incorporated at the All Through School within Zone 2 and this would be subject to a Community Use Agreement. The form of provision would include artificial grass pitches and a MUGA to be used for tennis and netball, thereby offering the potential to meet the additional demand arising from Zone 1 for these outdoor sports facilities.

7.422. Sport England have acknowledged in relation to other outdoor sports, such as hockey and rugby, that financial contributions towards off site provision would be more appropriate than delivering pitches and facilities on site. The case for off-site provision is particularly strong for rugby which relies upon a quantum of pitches to make it viable for a club to operate. The Sports Strategy provides confirmation of the applicant's support for provision of a contribution to hockey and rugby; in this case, this would be via CIL.

7.423. The local planning authority and Sport England are satisfied that the submitted Zone 1 and 3 Sports Strategy provide 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 1 and 3.

7.424. The DFD confirms that in respect of indoor sports provision a four court sports hall would be provided at the All Through School Campus sized to Sport England standards. The community use element would also comprise an activity studio and potentially a gym. A community use agreement would secure access by the community outside of school hours; this would form a specific obligation within the eventual s106 Agreement for Zone 2. Scope exists, as acknowledged in the DFD to accommodate community fitness elsewhere within the Garden Community via commercial gyms and community halls, similar to the approach at the Beaulieu Community Centre, where there are multiple hirings for fitness classes. No dedicated provision is made for indoor sports provision within Zone 1; however, the approach accords with that set out within the DFD, and residents would be able to easily access indoor provision elsewhere within the Garden Community.

7.425. The Great Belsteads Village Centre within Zone 1, would be designed to provide the opportunity for indoor sports to be incorporated within a community centre. The Development Specification indicates that indoor sports provision could also potentially be delivered at the Innovation Hub as an ancillary use to support the employment provision.

7.426. Sport England has noted that whilst Zone 1 does not comprise formal sports provision, in accordance with the DFD, it does comprise a primary school 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 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.

7.427. Sport England has noted that the collective population of Zones 1 and 3 would generate demand for 0.6 swimming pools. The need for new swimming provision has been reviewed within the Council's updated Indoor Sport Strategy. The Strategy has identified that existing swimming pools would have the capacity to meet the additional demand generated by the Garden Community development, however, this would only be the case, were the existing pool provision to be maintained and remain accessible to the public. Given the age of some of the provision and without investment, in the medium term, at least, the pools are at risk of closure. Sport England has therefore requested a financial contribution towards the enhancement and maintenance of the existing pools. The matter would be addressed via CIL.

7.428. Sport England have 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.

7.429. 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.

7.430. The viability position is such that it is necessary to recycle 66% 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.

7.431. 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.

7.432. Adequate formal outdoor and indoor sports provision would be secured for the future residents of Zone 1 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

7.433. 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.

7.434. The Zone 1 development would deliver approximately 0.36 hectares of 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 1 Neighbourhood Equipped Area of Play (NEAP) for older children, 2 Local Equipped Areas of Play (LEAPs) for younger children and 4 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 be accommodated within the Discovery Park as part of the overall play provision. The play space would be evenly distributed across the zone and within acceptable walking distances of residential properties.

7.435. 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. A NEAP, LEAP and LAP would be provided within Zone 1 alongside the proposed MUGA within an area to the north of the Discovery Park. A LEAP and LAP are also proposed to be accommodated together within the north-east corner of the site.

7.436. The quantum and location of formal play provision accord with the requirements of the Local Plan; however, it is noted that some provision is proposed at the edge of the development parcels, and it would be preferable if this play provision could be embedded into the development parcels. The Green Infrastructure Parameter Plan 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 between Zones 1 and 3 to ensure that the play provision is sensibly located such that it does not overlap and is best placed to serve future residents.

7.437. The final design, form and location of the play provision would be confirmed as part of the future reserved matters applications.

Amenity Green Space

7.438. The Green Infrastructure Strategy indicates that approximately 1.47 hectares of amenity green space would be provided within the development, which would exceed the policy requirements (1.44 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

7.439. 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.'*

7.440. The site policy for Strategic Growth Site 6 – North-East Chelmsford requires the provision of new multi-functional green infrastructure which includes allotments.

7.441. Appendix B of the Local plan requires the delivery of allotments and community gardens as part of the accessible open space provision.

7.442. 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.

7.443. Zone 1 proposes the provision of 1.1 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.

7.444. The Green Infrastructure Parameter Plan has identified the green spaces which include productive landscapes. The supporting Green Infrastructure Strategy incorporates a productive strategy plan, which identifies where the productive landscapes could be located within the zone including provision for community gardens and orchards within the north-eastern corner of the Discovery Park with foraging trails running through the zone and along the greenways. The productive landscape plan is however indicative, and the final location and form of the productive landscapes would be finalised at reserved matters stage.

7.445. The long-term management and ownership of the productive landscapes would also be confirmed at a later date, and it is permissible that this could form an asset owned by the stewardship body.

7.446. The public open space to be provided within Zone 1 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

7.447. 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'.

7.448. 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.

7.449. 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.

7.450. 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.

7.451. The site policy for Strategic Growth Site 6 – North-East Chelmsford requires integration of landscape features.

7.452. 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.

7.453. 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.

7.454. The tree and woodland strategy for Zone 1 is set out in the submitted Green Infrastructure Strategy and Arboricultural Impact Assessment. The strategy indicates that the development would retain existing trees and vegetation where possible. Trees proposed for removal are low quality species and relate principally to the former golf club use. The Zone 1 development in addition to the retention of existing trees would deliver a minimum of 4,500 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 the Discovery Park, greenways, productive landscapes and tree lined streets. Trees which are proposed to be felled would be repurposed within the green infrastructure network as part of natural play features.

7.455. New tree planting to be delivered across Zone 1 would comprise a range of tree, woodland and hedgerow planting, with trees planted within public open spaces and along streets. The Green Infrastructure Strategy has set out the type of tree species which could be proposed across the zone together with a plan detailing their location. Landscaping plans and a planting schedule have been provided showing the planting to be provided along the road corridors (for which full planning permission is sought) and around the edge and within some of the parcels. The final species and locations of all other trees would be agreed at reserved matters stage.

7.456. A five-year landscape management and maintenance report has been submitted with the application. The document indicates how the landscaping would be managed for the first five years and notes that the long term management of the 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 47 – Landscape & Ecological Management Plan.

7.457. 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 given throughout construction; the submission of a detailed method statement would be secured by condition – see Condition 10 – Tree Report.

7.458. 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 4,500 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.

7.459. The arboricultural impact assessment notes the presence of a protected Oak tree (TPO/2002/10) within the Little Channels development on the western side of Essex Regiment Way. The tree sits close to the road and is a high-quality characterful tree which provides a high level of visual amenity. The proposed pedestrian and cycle bridge crossing Essex Regiment Way would be located to the north of the oak tree and would not directly impact upon the tree or its root protection area. The position of the bridge is fixed as part of the outline application; however, its final design and form is reserved for later consideration. The indicative plan of the bridge indicates that the southern exit ramp of the bridge would likely be positioned close to the tree. Careful consideration would therefore be needed at the reserved matters stage to ensure that the bridge has an appropriate relationship with the protected oak tree and its root protection area, both during construction and when operational. The future reserved matters 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 bridge development on the protected tree and any mitigation required.

Ecology

7.460. 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'.*

7.461. 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.'*

7.462. 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'*.

7.463. 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.

7.464. 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.

7.465. 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.

7.466. 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.

7.467. The Zone 1 Environmental Statement sets out the baseline ecological position, identifies the effects on protected species and the scope of mitigation, if any, which would be required. The recommendations and position set out in the ES 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)

7.468. The baseline reptile report and baseline amphibian report have identified the presence of GCN on the site within terrestrial habitats and ponds. 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.

7.469. The applicant has applied to join the licensing scheme and has received a letter of assurance from Natural England, which states that the district level licence can be relied upon as a licensing option for Zone 1. The Impact Assessment and Conservation Payment Certificate, countersigned by Natural England, has been submitted to confirm that Zone 1 has been accepted onto the district level licensing scheme and that the mitigation measures can be secured post determination.

7.470. 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 33 – Submission of a Copy of Natural England Mitigation Licence for Great Crested Newts.

Bats

7.471. A preliminary assessment of the trees within the site, and bat surveys have been carried out. A total of total of 84 veteran, mature, or semi-mature trees were assessed during the ground level

tree, assessment; of those 84 trees, a total of 9 were evaluated as providing high bat roosting potential, 45 were moderate, 21 were low and 9 were assessed as having negligible potential.

7.472. The ES indicates that mature and veteran trees would be retained within the proposed development. Habitats of the greatest value for foraging and commuting bats would be protected and enhanced with appropriate protection area and buffers introduced around sensitive habitats. 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 60 – Construction Ecological Management Plan.

7.473. The trees with high and moderate bat roost potential are to be retained and protected, as such it has been concluded that no further surveys would be required at this point. Further surveys may however be required at reserved matters stage if submitted 18 months after the existing survey was carried out. The matter is addressed by Condition 11 – Ecological Supporting Information.

Breeding Birds

7.474. The breeding birds survey found that the site supports a breeding bird assemblage generally typical of the habitat type present, including wagtails and skylarks.

7.475. The ES did not recommend the submission of a farmland bird strategy. Embedded mitigation for the breeding birds present has been incorporated, which includes the retention of the habitats supporting these species including the majority of woodland and scrub and large aquatic bodies.

7.476. The mitigation is considered acceptable, and submission of a farmland bird strategy would not be required for Zone 1.

7.477. The Environment Agency and Essex Wildlife Trust have both raised concerns regarding the proposal to infill reservoir P7, as this would displace large wildfowl. The reservoir is located on the site of the proposed primary school and needs to be infilled to allow the school site to come forward, as such it would not therefore be possible to retain the existing reservoir without adversely impacting upon the delivery of the school site. The location of the school site was established by the Stage 1 Masterplan and clearly identified within the DFD.

7.478. The Zone 1 development, and the wider Garden Community, would deliver alternative wet habitats, particularly within the Discovery Park, which could suitably accommodate the displaced wildfowl and be equivalent to, or better than, the reservoir which would be lost.

Reptiles

7.479. A small population of Common Lizard and Grass Snake were found during the 2021 and 2022 surveys. The ES supporting document advises that precautionary mitigation measures should be detailed within a Construction Ecological Management Plan. Given the very low levels of reptiles identified during both survey periods the approach has been viewed as acceptable. A Construction Ecological Management Plan would be secured by condition – see Condition 60 – Construction Ecological Management Plan.

Invertebrates

7.480. The submitted invertebrate survey recorded 669 invertebrate species, of these 58 (15%) have been assigned a national conservation status. The three locations where the highest percent of nationally important invertebrates were recorded would be lost to the development. The ES advises that mitigation measures should aim to provide alternative habitats or protect areas of existing mature habitat where this is to be incorporated into future landscaping proposals.

7.481. The local planning authority is satisfied with this approach. A Landscape and Ecological Management Plan is proposed to be secured by condition – see Condition 47 – Landscape and Ecological Management Plan.

Priority Habitats

7.482. The ES has assessed the site's hedgerows using the UK Habitats Classification and a Hedgerow Condition Assessment was carried out to inform the Biodiversity Net Gain (BNG) Assessment. The assessment states confirmed that approximately 2.41 km of hedgerows would be removed.

7.483. The local planning authority are satisfied that the hedgerows have been assessed correctly in an ecological habitat capacity, however, the results of a hedgerow regulations assessment should be submitted prior to the removal of any hedge. The matter is effectively addressed by Condition 63 – Protection of Retained Trees & Hedges

RAMS

7.484. 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.

7.485. 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.

7.486. 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)

7.487. 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.

7.488. The HRA, which was submitted to Natural England indicated that Zone 1 would provide 33.16 ha of green infrastructure/public open space, circular walks of a length of 3.26 km and other features designed in accordance with Thames Basin Heath Suitable Alternative Natural Greenspace (SANG) guidelines.

7.489. Natural England has reviewed the HRA and confirmed that they are satisfied that the SANG provision is satisfactory for the proposed 1500 new dwellings within Zone 1. 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

7.490. 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 the site and would comply with the requirements of the NPPF, the policies of the Local Plan, the Garden City Principles and the DFD.

7.491. 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 11 – Ecological Supporting Information.

7.492. Having regard to the time which has elapsed since the initial submission of the Zone 1 application, the applicant has instructed their ecologist to undertake a site walkover to verify the status of habitats within the site. A briefing note has been provided by the ecologist following an ecological walkover on 10th July 2025 and this confirms that there has been no material change in the habitats recorded.

Biodiversity Net Gain (BNG)

Site Wide Approach to BNG

7.493. 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 1 application was submitted prior to the requirement coming into force.

7.494. Paragraph 187 (d) and 192 (b) of the NPPF as referenced above, set out requirements to protect and enhance biodiversity.

7.495. 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.

7.496. 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.

7.497. The Garden City Principles advise that Garden Communities should enhance the natural environment providing net biodiversity gains.

Zone 1 BNG Position

7.498. The Zone 1 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.

7.499. The application has been supported by a Biodiversity Net Gain report and the Biodiversity Net Gain Metric, which confirm on-site provision of 20% biodiversity net gain; this is welcomed and exceeds the requirements of the DFD.

7.500. The BNG report states that the majority of the net gain would be delivered within the Discovery Park, with the remainder to be delivered as integrated green infrastructure within areas of landscaping across the development parcels. The delivery of the Discovery Park is shown to be within Phase 1 of the development, as this would allow greater time for habitats to establish and mature.

7.501. The documents reference the need for any under delivery of BNG in the early stages of the Garden Community to be compensated for in latter phases, as referred to in the Design and Access Statement; this could be monitored through the Progress Delivery Group (PDG) which the PFA requires to be put in place. The PDG will review the progress of each outline planning application's programme and monitor and review the BNG Site Wide Strategy.

7.502. The BNG Assessment states that to ensure the long-term management and monitoring of the ecological important habitat, a Biodiversity Net Gain Management and Monitoring Plan would be submitted. The Plan would detail how the BNG targets are to be achieved across the phases of the development – see Condition 12 – Zone Wide Biodiversity Net Gain Plan and Condition 13 – Phase Specific Biodiversity Management Plan.

7.503. Biodiversity net gain in accordance with the target set out in the DFD would be achieved within Zone 1; 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

7.504. 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'.

7.505. 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.

7.506. 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 through the use of Sustainable Drainage Systems (SuDS) and that where possible, these should be multi-functional to deliver benefits for the built, natural and historic environment.

7.507. Strategic Growth Site Policy 6 requires the Garden Community to provide suitable SuDS and flood risk management.

7.508. 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 1 Drainage Position

7.509. The Zone 1 application has been accompanied by a Flood Risk Assessment and Surface Water Drainage Strategy. Further detail is also contained within the Green Infrastructure Strategy. Approximately thirteen basins are proposed within Zone 1, the majority of which would be located within the developable areas. Four basins are however, proposed to be located on land to the west of Essex Regiment Way, which falls within the red line boundary but is not part of the Chelmsford Garden Community. The land is situated within the Little Channels Golf Course land, but delivery of the basin would not compromise the golf course provision and/or the driving range. Permission has been sought for the location and volume of the basins and sustainable drainage features, but the final form and design of the basins would be detailed within future reserved matters submissions.

7.510. The Chelmsford Garden Community Council has expressed concern regarding potential overloading of the drainage system; specifically, they have note that there are no measures in place within the Beaulieu and Channels developments to prevent residents from installing areas of hardstanding within their rear gardens and request that permitted development rights be removed to prevent additional non permeable surfaces being installed by new residents.

7.511. 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 67 – 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.

7.512. 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 32 – Surface Water Drainage & Management, 42 – Drainage Basins and 48 – Sustainable Drainage Systems (SUDS) Maintenance Plan.

7.513. The drainage provision within Zone 1 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

7.514. Paragraph 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.

7.515. 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'.*

7.516. 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).

7.517. 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.'*

7.518. 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.

7.519. 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.

7.520. 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.

7.521. 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 1 Approach to Built Heritage

7.522. Zone 1 lies on elevated ground above the River Chelmer. Historically it has comprised agricultural land within the parish of Little Waltham, situated just beyond the deer park associated with New Hall. The landscape character is one of dispersed farmsteads and cottages within a rural landscape, with historic field boundaries, lanes, tracks and ponds remaining. The southern part of the site has been altered in the past, partly used as an area for gravel extraction, then landfill and restoration as a golf course.

7.523. No built heritage assets are located within the application site, but there are a number close by, or within the wider area, these include:

- Belsteads Farmhouse and Barn (Grade II listed)
- Channels Farmhouse (Grade II listed)
- Powers Farmhouse (Grade II listed)
- Peverels Farmhouse (Grade II listed)
- Little Waltham Conservation Area and its associated listed buildings, including the parish church of St Martin (Grade II listed)
- Wheelers Farm (non-designated heritage asset)
- Park Farm (non-designated heritage asset)
- A group of buildings on Wheelers Hill/Cranham Road (Shuttleworth, Shoulderstick Haul and Hobbits, each Grade II listed)
- Pratts Farmhouse and Pratts Farm Cottage (both Grade II listed)
- New Hall (Grade I listed) and its Registered Park and Garden (Grade II)

7.524. Several historic lanes, Domsey Lane, Channels Drive and Pratts Farm Lane also contribute to the character of the area together with a number of historic field boundaries, particularly to the north of the site beyond the golf course.

Channels and Belsteads

7.525. Channels Farmhouse is a 17th century timber framed Grade II listed building. The wider setting of the building has been eroded by the golf course and modern development to the southwest, but the open setting remains and there are links to the farmsteads in the wider area by historic tracks. Belsteads originates from the 15th century and is also Grade II listed; there is a timber framed barn of 16th century origins, also Grade II listed, and a collection of traditional farm buildings. The close proximity, but interdependence of the two farmsteads is unusual and gives a strong character to the setting. The two sites were historically divided by an orchard, which has since been eroded by car parking.

7.526. The recent Channels development has eroded the setting, but the new village green to the south has helped to partly mitigate the impacts. Further development within this sensitive setting would be challenging because of the further enclosure of the farmhouses by built form, which diminishes the relationship with the rural setting.

7.527. The area referred to as 'Channels View' is proposed to the east, which includes residential development and commercial development to the northern parcel. Mitigation is provided by the separation and future detailed design of the units. The connection with Park Farm is important, as part of a series of greenways which would reflect the landscape setting and connections between the farmsteads. A greenway between the two farmsteads which recognises this historic connection has been included within the Green Infrastructure Parameter Plan. The building heights on this edge have also been limited to two storeys and a height of 9.5m.

7.528. Important views from Domsey Lane are possible to the north-east of Belsteads, before the bend in the lane, which takes in both building groups. The view would be partly retained, but the full extent of the view within a landscape setting would be eroded, with Belsteads Farmhouse excluded. The view and the relationship with the historic lane and rural setting is a key feature of the setting. The extent of development within this area has been reduced to an area adjacent to the spine road, to respect this setting and building heights would be limited to two storeys with a maximum height of 9.5m.

7.529. The concept plans within the Design and Access Statement propose reinstatement of the orchard between the two farmsteads; this is welcomed as a means of emphasising their separation, restoring their landscape setting and providing mitigation for the new development.

Wheelers Farm

7.530. Wheelers Farm comprises a group of farmhouses, agricultural buildings and cottages of 18th century or earlier origins. The northern part of the Zone 1 development would impact upon the rural setting, but the proposed landscaped buffer would partly mitigate the impacts. The agricultural land to the north makes the strongest contribution to setting and this would be unaffected.

Little Waltham Conservation Area and its associated Listed Buildings

7.531. The southern part of the Little Waltham Conservation Area lies to the north-west of the application site, beyond Essex Regiment Way. The parish church of St Martin, which is Grade II listed, lies within this part of the Conservation Area. The rural setting to the Conservation Area is important. The relationship has been eroded by Essex Regiment Way, but there still remains a visual connection with views from the high ground, including glimpses of St Martins tower, which is acknowledged within the DFD.

7.532. The additional planted edge along Essex Regiment Way, in combination with the existing planting, would help to screen the urban edge. The roofscape on the higher ground, including the relationship with Zone 3 beyond, would be acknowledged in the future reserved matters applications. The layout of the development parcels would also need to recognise the requirement to preserve glimpse views to and from the Conservation Area and St Martins Church, as a key part of placemaking.

Historic Lanes

7.533. Parts of the historic lanes are proposed to form active travel routes within the Zone 1 development; this would allow them to be better appreciated and emphasise their quiet country character. Development is proposed close to Domsey Lane, Channels Drive and Pratts Farm Lane; it is important that this remains low density as intended with a restricted height and scale, which in culmination with landscaped edges to the development parcels would maintain the rural character of these rural lanes.

Other Heritage Assets

7.534. A series of heritage assets do form part of the wider area but are located beyond the boundaries of the Zone 1 application, and the proposed development would have minimal additional impacts on their settings. The Grade I listed New Hall, and its former deer park is sufficiently distant such that there would be no impact on its setting.

7.535. The setting of Park Farm, an important early 19th century group (non-designated heritage asset), would be eroded, but it is considered that this could be partly mitigated by the landscape corridor which is proposed to link with Channels.

7.536. Peverel's Farm, Powers Farm and the group of buildings on Cranham Road/Leighs Road/Wheelers Hill would be greater impacted by the Zone 3 development.

7.537. The Zone 1 development would result in less than substantial harm to the nearby heritage assets; in line with policy requirements this harm is to be weighed against the public benefits of the scheme. Zone 1 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 would achieve compliance with 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

7.538. 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.

7.539. The provision of discovery trails within Zone 1, as shown indicatively within the Green Infrastructure Strategy, is welcomed.

Archaeology

7.540. 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'.*

7.541. Strategic Policy S3 – Conserving and Enhancing the Historic Environment refers to Policy DM15.

7.542. 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.

7.543. Strategic Growth Site Policy 6 requires an archaeological assessment to be undertaken for the development.

7.544. The Archaeological Evaluation Report for Zone 1 has identified a late Iron Age and Roman settlement on the site. The report concludes that further archaeological investigation and mitigation would be required prior to the commencement of development. ECC Historic Environment Team agree with the report's conclusion. Conditions are recommended to require approval to a Written Scheme of Investigation, detailing a mitigation strategy for any archaeological deposits – see Condition 22 – Archaeology: Programme of Archaeological Work and approval of a Post Excavation Assessment – see Condition 23 – Archaeology: Post-Excavation Assessment.

7.545. The Zone 1 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 1 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

7.546. 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.

7.547. 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.

7.548. 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 the facilities available for community use.

7.549. The PFA requires the outline planning applications and the reserved matters to 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.

7.550. 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.

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

7.551. 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).

7.552. 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.*

7.553. 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.'*

7.554. 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.'*

7.555. 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

7.556. 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.

7.557. 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.

7.558. 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.

7.559. 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.

7.560. 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.

7.561. 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.

7.562. 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).

7.563. 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

7.564. 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.

7.565. 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.

7.566. 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

7.567. 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.

7.568. 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.

7.569. 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.

7.570. 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.

7.571. 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.

7.572. 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.

7.573. 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

7.574. 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.

7.575. 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.

7.576. 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.

7.577. The scale and duration of the programme for delivery of the Garden Community (approximately 20 years) could also support approximately 380 construction jobs.

7.578. Collectively, the Chelmsford Garden Community has the potential to achieve 6,770 jobs plus 380 construction jobs.

7.579. 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.

7.580. The site wide employment statement is appended to the PFA.

7.581. The DFD requires that each outline application is accompanied by a site-specific economic strategy for each zone.

Employment within Zone 1

Economic Strategy

7.582. The Economic Strategy for Zone 1 is underpinned by a series of core objectives which are consistent with the DFD and its evidence base; in brief these comprise:

- Provision of a 'ladder' of premises with reference to size and price point to retain businesses as they grow.
- Provision of adaptability within buildings, including opportunities for subdivision and consolidation of units.
- Choice of premises and potential delivery options from serviced plots to completed buildings of different sizes, for lease and purchase.
- Complimentary uses outside of Use Class E (g) to meet the needs of a modern employment offer.
- Land uses as set out within the Development Specification Document.
- Provision of temporary uses where appropriate.
- Provision of mobile and fixed broadband connectivity from day one and not as phased provision.
- Provision of incubator space akin to Launchpad in Southend.
- Adoption of a holistic view recognising that the Zone 1 employment offer is to be cognisant of wider opportunities and marketing opportunities.

7.583. Essex County Council have welcomed the updated economic strategy and note that it will be updated at reserved matters stage but consider that the strategy should include further detail setting out how the employment provision would overcome any potential barriers to delivery, encourage incubator and startup space and how on-site job creation and upskilling might be stimulated. The Economic Strategy has been drafted to allow flexibility in the delivery of the employment provision including how the jobs would be created. The Economic Strategy accompanying the future reserved matters application for the employment areas would set out the detail on how jobs in different sectors would be delivered and how workers could be upskilled.

Innovation Hub

7.584. Zone 1 proposes to deliver two of the three strategic employment sites. The CGC Innovation Hub forms the largest of the two employment hubs delivering up to 39,940sqm of employment floorspace. The site is positioned at a key gateway and high profile location adjacent Essex Regiment Way; in addition, it would also take advantage of a parkland setting afforded by the future Channels Discovery Park, which will read as a natural extension of the green spaces provided as part of the Channels residential-led development to the south.

7.585. The Innovation Hub is acknowledged within the DFD as an employment site, which could target the office/high technology sectors, as well as other key growth areas such as creative, digital, media and business and professional services. The Zone 1 Economic Strategy references the

Lichfield's North-East Chelmsford Garden Community Employment Study (2020), which highlighted the importance of flexibility at the Innovation Hub and supports a more mixed use scheme which provides opportunities for production based businesses (high tech manufacturing, engineering and within the creative sector) as well as those seeking hybrid accommodation with space to growth and expand. Specifically, the study noted that the Innovation Hub should be clearly distinguished from the employment offer at Beaulieu to ensure the respective employment offers do not compete with one another. The study recommended that the hub be effectively split in two concentrating research and development activities in a single hub with the remaining uses in the second part of the hub.

7.586. The Economic Strategy and Development Specification documents set out the quantum of development expected across Zone 1; in relation to the innovation hub the documents indicate that the hub would cover an area of approximately 4.49hectares delivering up to 39,940sqm of floorspace. The majority of the floorspace would comprise Class E (g) - (i), (ii) and (iii) uses so could comprise offices, research and development or industrial uses that entail processes capable of being carried out in residential areas. The need for flexibility is recognised to ensure the site can respond to economic changes over time whilst also making it more attractive to a variety of different businesses.

7.587. A series of ancillary uses up to a maximum floorspace of 7,500sqm are also proposed (of which 2,500sqm would be limited to Class E(b) – sale of food and drink for consumption (mostly) on the premises and E(c) uses – financial and professional services). Use E (d) – indoor sport and recreation and fitness including Class F2(d) – swimming pools could also be provided as ancillary uses but could deliver the full amount of ancillary provision. The proposed ancillary uses are intended to help support the function of the Innovation Hub and would enhance its commercial attractiveness. The addition of an element of ancillary/supporting uses is welcomed as this could support the effective operation and success of the Innovation Hub.

7.588. The reserved matters will determine the final detail and appearance of the Innovation 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. Construction of the Innovation Hub would take place in Phase 2a of the development.

Channels Employment Hub

7.589. The Channels Employment Hub is the second employment area within Zone 1. Located within the heart of the development, and to the north of the existing Channels complex, it is intended to provide a different offer than the Innovation Hub attracting small and medium sized businesses which could then grow within the community and move to units within the Innovation Hub if the needed to expand. The approach would help to keep business and jobs within the Garden Community. Easily accessed by a variety of transport modes and delivering up to 2,500sqm of floorspace the complex is expected to be attractive to a broader range of users; set within the heritage context of Channels the hub would provide a distinctive sense of place. Uses capable of being accommodated within the employment area would include Class E (c) and Class E (g) – (i), (ii) and (iii) as referenced above. Construction of the Channels Employment Hub would commence in Phase 1b of the development.

Great Belsteads Village Centre

7.590. Additional employment floorspace and opportunities would also be created within the Great Belsteads Village Centre, one of four centres spread across the Garden Community. The village centre would deliver up to 2,620sqm of Class E floorspace delivering a mix of job opportunities across retail, education, health, recreational and co-working sectors. Construction of the Village Centre would commence in Phase 1a Year 1 of the development. (2025).

Parameter Plans & Developing the Economic Strategy

7.591. 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.

7.592. The applicant is required to obtain approval to a Detailed Design Code prior to the approval of the first reserved matters – see Condition 19 – 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

7.593. The Site Wide Employment Statement indicates that Zone 1 could deliver around 2,888 jobs which would be well in excess of the one job per dwelling target. The Environmental Statement assumes based on an approximate 45,000sqm of employment floorspace, that 635 new jobs would be created assuming a worst case scenario rising to around 2,205 new jobs on a best case scenario. The Site Wide Employment Statement also indicates the potential for several employment opportunities to be derived from temporary uses and short-term job opportunities including construction. The site wide employment statement also acknowledges that employment opportunities could be created through home working which has increased significantly in the last few years.

7.594. Essex County Council have noted the increase in home working and the opportunity that this provides for creating new employment opportunities; in this respect they have noted the need for properties to be designed so that they are flexible and adaptable for this purpose including provision for a study within larger properties.

7.595. The County Council have also raised concerns regarding the point at which delivery of the employment space would be confirmed; they consider that leaving this to reserved matters stage would be too late as it would not be clear how jobs would be created. ECC have advised that serviced plots should be confirmed and secured as an obligation within the s106 Agreement. The position sought by the County Council to require serviced plots would not allow for the flexible delivery of the employment areas and would likely restrict the potential future operators. Serviced plots, as set out in the Economic Strategy could be an option for delivery, but they may not be the appropriate solution at the time. The suggestion to confirm the delivery mechanisms at reserved matters stage is considered appropriate as more detail would be known at that stage.

Planning Obligation

Progress Delivery Group

7.596. The Economic Strategy for Zone 1 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.

7.597. 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

7.598. 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.

7.599. The marketing plan would, as a minimum, 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.

7.600. The Marketing Plan would then be reviewed and reported upon through the PDG as secured through the PFA.

7.601. Essex County Council welcome the proposed submission of a marketing plan for the employment hubs but consider that this would have limited effect unless serviced plots are made available. The submission of a marketing plan would allow the developers and the local planning authority to understand the interest in the employments sites and agree with any future occupants how the sites could best come forward to suit their needs. The delivery mechanisms would then form part of the reserved matters submissions.

7.602. ECC would be members of the Progress Delivery Group and would therefore be able to review the marketing plan and its content before any marketing takes place.

Safeguarding of Employment Land

7.603. The employment sites within Zone 1 are integral parts of the development and play 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

both the Innovation Hub and Channels Employment Hub are 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.

7.604. Essex County Council have queried what might be included as evidence to justify a change of use of the employment land. The evidence required to change the use of the employment land would be agreed and set out in s106 Agreement.

Skills & Training

7.605. The Economic Strategy does not refer explicitly to skills and training; however, it is acknowledged that due to the size and scale of the development there will be many training and upskilling opportunities, particularly in the construction sector. Essex County Council has requested the submission of a Training and Skills Plan to take advantage of the upskilling opportunities that the Garden Community could deliver.

7.606. The s106 Agreement will require the applicant to submit and obtain approval to a Local Labour and Skills Plan. 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.

7.607. Essex County Council has also requested a financial contribution towards upskilling of the wider Essex population having regard to the scale of the development and the impact this could have on the construction industry. The local planning authority must consider firstly the reasonableness of the request having regard to the tests for imposing an obligation and secondly the viability position. The local planning authority acknowledges that the development will impact upon the construction sector however, it is not considered reasonable to expect the scheme to mitigate any wider existing or anticipated skills shortage within this sector, which may have evolved for reasons which are outside of the developers control. Further, as documented in the section below on Infrastructure Delivery Plan, Viability Position & CIL Reinvestment, the infrastructure requirements for the Garden Community are significant and therefore it is necessary to weigh and balance the reasonableness of the request against other infrastructure requests where the need is notably greater. Having regard to the viability position, a skills contribution is not considered justified.

7.608. Zone 1 of the Garden Community would deliver two of the three designated employment sites as set out in 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 Great Belsteads Village Centre. The Site Wide Employment Statement, Environmental Statement and Economic Strategy comprehensively detail how the Zone 1 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.

7.609. The employment provision within Zone 1 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

7.610. 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)).

7.611. 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.'*

7.612. 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'.*

7.613. 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

7.614. 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.

7.615. 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.

7.616. 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

7.617. 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.

7.618. 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.

Health Infrastructure
Creating Healthy Communities

7.619. 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.

7.620. The Zone 1 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 arranged to maximise convenience, prioritising the needs of pedestrians and cyclists and focusing on the creation of shared spaces. The Great Belsteads Village Centre being a notable example, where several services and facilities are provided in one location.

7.621. 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. 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

7.622. 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.

7.623. The NHS ICB noted that the appropriate way to calculate primary health care facility floorspace was on the basis of 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.

7.624. 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).

7.625. Provision of the single health care centre within the Park Farm Village Centre as initially proposed, is 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 exists within the North Chelmsford area and whilst the opening of the Beaulieu Health Care Centre this year, would help reduce some of this deficit, it would not eliminate it. On that basis it would therefore 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.

Planning Obligation

7.626. 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, would be 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 confirms that in order 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.

7.627. 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 is that as other developments come forward within Broomfield, they will be expected to contribute towards the delivery of the new health centre within the development.

7.628. 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.

7.629. Following discussion with the consortium, the local planning authority and the NHS ICB it was agreed that the contribution of £253,900.00 could sensibly be directed towards the health

centre at Great Belsteads Village Centre, where there is far greater certainty of a healthcare facility being provided at a point close to when it is needed to meet the patient need generated by the Broomfield development. The NHS ICB has advised that the healthcare centre provided at Great Belsteads Village Centre would need to increase by 84sqm to up to 584sqm to accommodate the healthcare needs of the residents from all 512 dwellings proposed within that scheme in addition to that generated by the Zone 1 and 3 developments. The Zone 1 Development Specification has been updated accordingly. The facility would be provided prior to 450 occupations on Zone 1.

7.630. The local planning authority has 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 to assist in expediting delivery of the healthcare centre; this is a positive step forward and valuable lesson learnt from the provision of the healthcare centre at Beaulieu.

7.631. The healthcare centre would be provided on a leasehold arrangement in accordance with the following principles, with 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

7.632. 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 has requested a contribution of £1,395,192 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.

7.633. 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 proposed arrangement (the CGC model) versus the standard (usual costs) with the difference equating to £1,185,707.
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 £149,485.

7.634. Collectively the cost of the proposed arrangement would total £1,395,192.

7.635. The local planning authority are satisfied that through the provision of the permanent healthcare facility within Great Belsteads Village Centre, to be secured through the s106 Agreement future residents of Zone 1 would have access to healthcare provision to meet demand at the appropriate time within the delivery of the Garden Community.

7.636. The NHS ICB has since provided a further consultation response as summarised at Appendix 2. The precise trigger for delivery of the Zone 1 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

7.637. 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.

7.638. The Great Belsteads Village Centre within Zone 1 would be located directly to the north of the Chelmer Valley Park and Ride, positioned along the main east-west spine road just to the south of the boundary with Zone 3. The location of the village centre would be easily accessible for all future residents of both zones.

7.639. The Great Belsteads Village Centre, in line with the requirements of the DFD, would provide a range of different facilities to meet the needs of the community. The Development Specification confirms a maximum floor space of 2,620m² of Class E uses and up to 600sqm of Class F uses.

7.640. The Class E uses could include retail uses, cafés/restaurants, office space, indoor sport, confirmed healthcare facility (up to 500m²) and space for a standalone day nursery (up to 600m²). The Class F uses could deliver community and public library space. 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. 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).

7.641. ECC has confirmed that their request for library space could reasonably be accommodated as a shared space, and that this would be subject to detailed design; any library facility would be fully funded by CIL.

7.642. Comments have been received from local residents regarding a lack of amenities for younger residents such as a pub and restaurant, which could also provide opportunities for short term jobs. The use classes proposed within the village centre would allow for a pub or restaurant use to be provided if there were interest from an operator.

7.643. Concerns have also been raised by local residents regarding a potential increase in crime rates. The local planning authority has consulted with the Essex Police Designing Out Crime team who have provided detailed advice. The applicant is to be encouraged to work with the team and the local planning authority throughout the preparation of the reserved matters and to seek to achieve the Essex Police Secured by Design accreditation; this matter is addressed by an informative.

Planning Obligation

7.644. The s106 Agreement would require the applicant to obtain reserved matters approval to details of the Great Belsteads 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.

7.645. No more than a specified number of occupations would be permitted until such time as the applicant has provided a serviced site. 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.

7.646. 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 adult social learning.

Conclusion

7.647. The healthcare and community facilities secured within the development would meet the needs of the future residents of Zone 1 as well as those of the neighbouring zone 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

7.648. 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.

7.649. 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.'

7.650. 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

7.651. 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.

7.652. 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.

7.653. 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.

7.654. 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.

7.655. 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

7.656. 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

7.657. 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 dependent on the location of a development, may require a developer contribution.

7.658. 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.

7.659. 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.

7.660. 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

7.661. The Garden City Principles state that developments should include strong cultural, recreational and shopping facilities in walkable, vibrant, sociable neighbourhoods.

7.662. 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.

7.663. 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.

7.664. 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.

7.665. 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

7.666. 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.

7.667. 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

7.668. 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.

7.669. 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.

7.670. 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

7.671. 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.

7.672. 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.

7.673. The primary schools would each include co-located early years and childcare provision with up to 56 places.

7.674. 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.

7.675. 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.

7.676. 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

7.677. 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.

7.678. 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.

7.679. 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.

7.680. 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.

7.681. 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.

7.682. 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

7.683. 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.

7.684. 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.

7.685. 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

7.686. 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.

7.687. 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.

7.688. The needs of children requiring more specialist provision are expected to be met elsewhere within Chelmsford.

7.689. 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 1

7.690. The Great Belsteads Village Centre would mark the western entrance to the Garden Community acting as the gateway and key arrival space from Essex Regiment Way. The centre would be located at the heart of the community and feature community and commercial uses at the base of apartment buildings. The Land Use Parameter Plan indicates that the Great Belsteads Primary School would sit alongside the village centre and would read as an integral part of the community. The location of the school accords with the DFD and the ECC Planning School Places Guide, which seeks to locate schools within neighbourhood centres.

7.691. 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.

7.692. ECC would usually seek a primary school with 2 forms of entry (420 pupils), the larger site area proposed within Zone 1 would allow the Great Belsteads School 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. The Great Belsteads school site would also include a co-located 56 place nursery.

7.693. The ES indicates that the village centre and primary school (with co-located nursery) would be constructed at an early stage within the development (Phase 1B of the Zone 1 development) and it is anticipated that it would be complete and operational by Q3 of Year 4 of the development. The early delivery of the village centre and school is welcomed. The agreed trigger for the Great Belsteads site is set out below.

7.694. Space is also intended to be made available within the Great Belsteads Village Centre for the delivery of a standalone nursery. The Development Specification states that this would have a maximum footprint of 600sqm. The requirement to deliver the standalone nursery would form a specific obligation within the s106 Agreement.

7.695. The specification and delivery of the standalone nursery is set out within the Education Strategy and would be replicated within the legal agreement.

Planning Obligation

7.696. 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

7.697. 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

7.698. 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.

7.699. 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.

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.

(i) Primary School Delivery

7.700. 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.

7.701. 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.

7.702. 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

7.703. 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.

7.704. 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.

(ii) All Through School Delivery

7.705. 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.

7.706. 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.

7.707. 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.

7.708. 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.

7.709. 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.

7.710. 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.

7.711. The s106 Agreement would secure the provision of space up to a maximum footprint of 600sqm for a standalone nursery at Great Belsteads Village Centre for the delivery of a standalone nursery.

7.712. 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

7.713. 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.

7.714. 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.

7.715. 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.

7.716. 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.

7.717. The contributions set out above are those identified in the agreed Site Wide Education Strategy.

7.718. 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

7.719. 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.

7.720. 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

7.721. 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.

7.722. 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.

7.723. 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.

7.724. 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.

7.725. 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

7.726. 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; £9,898.673~~4~~4 (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.

7.727. 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.

7.728. 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.

7.729. 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.

7.730. 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.

7.731. 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.

7.732. 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.

7.733. 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.

7.734. 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.

7.735. 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

7.736. 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.

7.737. Zone 1 would secure provision of one of four primary school co-located with early years and childcare provision across the Garden Community. The largest of the four primary schools it would enable the provision of three forms of SEND provision in the long term for which there is an identified need. The application would also enable delivery a further 56 place standalone nursery within the Great Belsteads Village Centre. Secondary school provision for Zone 1 would be met by the All Through School to be delivered within Zone 2.

7.738. The education provision for Zone 1 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

7.739. 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).'*

7.740. 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.

7.741. 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.'*

7.742. 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

7.743. 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.

7.744. 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.

7.745. 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.

7.746. 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.

7.747. 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.

7.748. 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.

7.749. 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.

7.750. 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.

7.751. 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.

7.752. 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

7.753. 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

7.754. 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.

7.755. 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.

7.756. Specific targets for waste, energy and utilities are set out in the DFD.

Zone 1 Provision

7.757. 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 12 of the Environmental Statement.

7.758. 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

7.759. 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.

7.760. 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.

7.761. 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.

7.762. 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 and notes that the future reserved matters submissions would be supported by detailed Site Waste Management Plans 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.

7.763. 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 Site Waste Management Plans (SWMPs) for the future reserved matters. Future SWMPs would 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 SWMP 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. 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 Vistry (the Zone 2 developer) has already constructed several MMC factories to enhance delivery and build quality.

7.764. 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 18 – Operational Waste Management Plan.

7.765. 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 44 – Refuse & Recycling Provision for All Building Types.

7.766. 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. An appropriate waste contribution would be included in the site wide s106 Agreement in line with the requirements of the Developers Guide.

Energy

7.767. 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.

7.768. 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.

7.769. 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.

7.770. 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.

7.771. 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

7.772. 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.

7.773. 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

7.774. 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.

7.775. 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

7.776. 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.

7.777. 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).

7.778. 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

7.779. 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.

7.780. Long term Energy use intensity targets of 35kWh/m²/yr and space heating demand targets of <15kWh/m²/yr are proposed.

7.781. 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.

7.782. 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

7.783. 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

7.784. 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.

7.785. 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.

Delivery of Net Zero Targets

7.786. 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.

7.787. 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.

7.788. 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.

7.789. 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.

7.790. 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.

7.791. 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.

7.792. The applicant has advised that a pilot project could be included within an early phase of the development which would go beyond net zero ready, in terms of operational energy, as well as targeting lower air tightness and greater energy savings.

7.793. The opportunity to utilise renewable energy storage for all buildings, where possible would also be explored, so too consideration of battery storage.

7.794. 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 14 – Energy & Sustainability.

Sustainability

7.795. 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.

7.796. The energy and sustainability principles for Zone 1 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.

7.797. 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.

7.798. 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.

7.799. 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 56 – 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. The precise condition wording is currently being discussed with BRE and any required revisions will be reported on the members update paper.

7.800. 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

7.801. 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.

7.802. The foul water strategy for Zone 1 is set out in the submitted drainage strategy; it notes that due to the topography of the site, Zone 1 would require three pumping stations. Parcels CH5 and CH6 would be capable of draining via gravity, and as such would discharge their foul water into the public sewer. Details of the pumping stations would come forward as future reserved matters.

7.803. 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 21 – Phasing, requires that no development on Zone 1 commence until such a Phasing Strategy has been approved by the local planning authority.

7.804. 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 43 – Foul Water / Foul Sewage System.

Utilities

7.805. 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.

7.806. The application has been accompanied by a Utilities Appraisal Report; this confirms that Zone 1 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

7.807. The report notes that a maximum of 26.693 mega volt amperes (MVA) of electricity would be required to power the entire Garden Community. Existing capacity exists at four locations; Chelmer Valley Park and Ride (1.75MVA)), Channels Estate (937KVA), Anglia Ruskin University (ARU) (5MVA), and Springfield BR Primary Substation (32MVA).

7.808. The connections at the Park and Ride, Channels and 3.543KVA of load from ARU have already been secured and will power all of Zone 1; no additional capacity is therefore required. Works to bring supplies from all 3 points of connection to Zone 1 are underway and expected to be completed by the end of December 2025. The applicant is working closely with UK Power Networks to ensure power is ready when needed. No additional land is required to bring these connections to site.

7.809. Once on site electricity would be distributed across the Zone 1 parcel from circa nine substations.

7.810. Fibre optic broadband would be provided across the development

7.811. 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

7.812. 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.

7.813. 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. 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 90 litres of water per person per day; they believe this target is achievable as the development progress and emerging technologies become commercially viable.

7.814. 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 45 – EV Charging, broadband – see Condition 53 – Telecommunications and Broadband and water efficiency – see Condition 57 – Water Efficiency.

Planning Obligation

7.815. A waste contribution in accordance with the ECC Developers Guide would be secured.

Conclusion

7.816. The Zone 1 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

7.817. 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

7.818. 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

7.819. 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'*.

7.820. 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

7.821. 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'.*

7.822. 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.'*

7.823. 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

7.824. 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

7.825. 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.

7.826. 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.

7.827. 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

7.828. 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

7.829. An agricultural assessment has considered the impacts of the proposed development in respect of the loss of agricultural land and the loss or damage to soil resources across the site, and this is contained within Chapter 12 of the Environmental Statement.

7.830. The construction of the proposed development would result in the permanent loss of 13.9 hectares of agricultural land giving rise to an adverse effect that is considered to be not significant. Measures are proposed to be set out within a Soil Resources Management Plan to mitigate the impact of enabling and construction activities on soil resources. The Plan in particular would aim to re-use displaced soil resources within the detailed design of open spaces and green infrastructure. Soil would be maintained in accordance with good practice guidance to ensure it could continue to support the various ecosystems which function on site, thereby reducing the scale of effect.

7.831. The impacts on sensitive agricultural receptors would occur during the period of enabling and construction activities with no effects once the proposed development is complete and operational.

7.832. The scheme achieves compliance with the NPPF.

Minerals

7.833. The southern half of Zone 1 has undergone extensive sand and gravel extraction, between the 1940's and 1980's. Land within the northern part of the site has remained in agricultural use and has not been subject to any mineral extraction activities. The submitted Mineral Resource Assessment determined that extraction of sand and gravel deposits within this part of the site would not be economically feasible due to the significant thickness of the overlying glacial till deposits.

7.834. Areas of the site which have been quarried have predominantly been backfilled as landfill. A series of ponds remain within the areas, which have undergone mineral extraction and/or landfilling.

7.835. The application has been supported by a Minerals and Waste Infrastructure Impact Assessment; this confirms that in view of the delivery timeframe and the separation between development parcels and Park Farm, there would be no prejudicial impact on the quarry's effective operation. Separation distances are such, that when combined with existing mitigation measures, the development through a combination of its design and maintained delivery, should not prejudice the effective operation of the coated roadstone plant and waste site to the west of Zone 1 adjacent Essex Regiment Way.

7.836. Following initial concerns raised by the Mineral Planning Authority (MPA), the application has been supported by a Minerals and Waste Safeguarding Response Note and updated drawing. The MPA in response to the note, advised of the need for developer acceptance of the principle of 'agent of change' as set out in paragraph 200 of the NPPF, whereby, it is not for the mineral operator to provide any additional mitigation where new development is proposed. Mitigation embedded in the mineral operation is based upon existing, or permitted development, at the time of the assessment. Concerns were also raised in relation to the noise monitoring positions assumed for the assessment.

7.837. A meeting was held with the MPA and the Council's Public Health & Protection Service, where it was agreed that the matters raised could be addressed by the imposition of a condition the effect of which is to require all reserved matters within Phases CH-5, CH-6 and CH-7 to be accompanied by a noise, dust and Landscape & Visual Impact Assessment. The condition could be reasonably worded so that the need for assessments would fall away if, at the time of submitting the reserved matters, all mineral extraction and restoration work within the Park Farm Extraction Area had been completed.

7.838. Comments were also raised by the MPA that no assessment had been provided with respect to the potential loss of enjoyment of users of the proposed open space from the operation of the waste transfer / recycling facility and the coated roadstone plant, located to the west of the proposed open space; both facilities being safeguarded under the Waste Local Plan and Minerals Local Plan respectively. The City Council would not be able to deal with complaints of noise from people using an open space/park as the noise nuisance legislation relates to the rights of an individual to enjoy their own property. Further, it would be difficult to consider how an assessment might be formulated to consider the impact of those activities on an open space to someone who, would essentially be passing through the space. On that basis, it was agreed that there was no need for any further assessment work in relation to this matter.

7.839. A condition is recommended – see Condition 17 – 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.

7.840. 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

7.841. A Ground Conditions and Land Contamination Assessment has supported the application and is contained within Chapter 13 of the Environmental Statement.

7.842. 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.

7.843. A condition is recommended 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 49 – Contamination.

7.844. Following the implementation of mitigation, the assessment has concluded that the impacts of potential contamination on human health, controlled waters, property and ecological receptors would likely result in negligible, not significant effects.

7.845. No likely ground conditions and land contamination significant effects were identified within the assessment as a result of the proposed development.

7.846. The information contained within Chapter 13 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

7.847. A detailed noise assessment has supported the application and is contained within Chapter 9 of the Environmental Statement. The assessment has considered the potential noise and vibration effects during the period of enabling works and the construction phase, including temporary activities on existing residential and commercial properties, together with the proposed primary school and the impact on new residents and existing receptors following completion of the development.

7.848. The dominant source of ambient noise within the area is local road traffic during the day and night, primarily from vehicles travelling on Essex Regiment Way. Industrial noise is also audible during the day towards the west, due to existing commercial activities including those carried out at Dunmow Group Waste Management Service and the Essex Regiment Way Coated Stone Plant. Construction noise is audible to the south associated with the ongoing construction of Beaulieu and Channels but would cease in the future once complete.

7.849. During the course of enabling works and construction, and assuming a worst case scenario where activity is taking place on multiple development parcels, the majority of the effects upon existing and future residential properties would reduce to negligible or adverse but not significant with the implementation of best practice measures including adherence to a Construction Environmental Management Plan; this is to be secured by condition – see

Condition 59 – Construction Environmental Management Plan. The assessment notes that potentially significant adverse effects could remain at the existing Channels Hotel and associated buildings, in addition to some new residential properties within the earlier phases of the Zone 1 development and at the proposed Great Belsteads Primary School. The significant adverse effects could however be managed with good communication and prior warning of noisy activities; it must be borne in mind that these effects would be temporary, aligned with peak construction activities.

7.850. Changes in noise levels predicted on existing roads due to the addition of construction traffic would be negligible significant within the first year of the construction programme. During the peak year of the construction programme (2029), this would range from negligible to adverse (not significant) at nearby residential properties.

7.851. Following completion of the development and with the introduction of the Essex Regiment Way Sustainable Travel Corridor, which is likely to necessitate a reduction in the existing speed limit along part of the road from 50mph to 40mph, a beneficial but not significant effect would result for some receptors. Adverse but not significant effects were identified as a result of increases in road traffic along some parts of the existing Radial Distributor Road (through the Channels and Beaulieu development) in Year 5 (2029) and 10 (2034) of construction.

7.852. A condition is recommended to require all reserved matters for built development adjacent to Essex Regiment Way 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 16 – Noise Levels.

7.853. The information contained within Chapter 9 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

7.854. An Air Quality and Odour Assessment has supported the application and is contained within Chapter 8 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.

7.855. During the anticipated first year of residential occupation, predicted annual mean nitrogen dioxide and fine particulate matter concentrations were assessed as being well below the objective at all receptors, with the effects deemed to be negligible and not significant. Enabling and construction works would have the potential to generate significant adverse dust effects without mitigation. The matter is however intended to be address through a requirement for the applicant to obtain approval to and adhere to the detailed measures contained within a Construction Environmental Management Plan, this would include measures to control the emission of dust and dirt during construction – see Condition 59 – Construction Environmental Management Plan.

7.856. The assessment recognises that future residents and users of the site would undoubtedly occupy parts of the Zone 1 development whilst construction works in other development parcels is ongoing, however, during this period, predicted annual mean concentrations of nitrogen

dioxide and fine particulate matter would remain well below the respective objectives at all introduced receptors.

7.857. Computer modelling of pollution from the traffic on the road network has been undertaken in consideration of the additional vehicles on the network arising from the proposed development, but the effects on air quality have been confirmed as negligible and not significant.

7.858. No likely air quality and odour significant effects have been identified. The information contained within Chapter 8 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

7.859. An Ecology and Biodiversity Assessment has supported the application and is contained within Chapter 11 of the Environmental Statement.

7.860. The assessment advises that the completed development may adversely impact bats through amongst other matters, increased lighting however, it is concluded that through the implementation of a wildlife friendly lighting strategy and bat boxes for each phase of the development, such impacts would be successfully mitigated and habitats improved resulting in a beneficial and significant effect on bats. The matter is addressed by Condition 47 – Landscape and Ecology Management Plan. Measures to address the impacts of construction activities on existing habitats and biodiversity features are addressed by Condition 60 – Construction Ecological Management Plan.

7.861. 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 52 – Lighting Scheme.

Assessment of Alternatives & Cumulative Impacts
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

Alternatives

7.862. The EIA Regulations require that consideration is given to any alternatives to the Zone 1 development, which might have been considered by the applicant and to a scenario whereby the Zone 1 development were not to proceed.

7.863. 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 1 application not come forward, it is permissible that a development similar to 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, which is primarily agricultural.

7.864. The Zone 1 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 1 not come forward, then arguably this would be undesirable in the context of delivery of the overall masterplan and its substantive benefits.

7.865. No alternative (including as to designs) have been considered, as the Zone 1 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 and the applicant owns the site. The site is considered to be a wholly appropriate location for the proposed development.

7.866. The 'no development' option has not been considered since the Zone 1 application presents the opportunity to deliver a proportion of the Garden Community, delivering much needed homes (including affordable homes) and employment floorspace.

Cumulative Impact

7.867. Chapter 2 of the ES – EIA Methodology and ES Volume 3, Appendix EIA Methodology – Annex 5 reference the full list of baseline and cumulative schemes and associated maps. 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 consent and where there is to be an uplift of more than 10,000m² of mixed-use floorspace, or over 150 residential dwellings.

7.868. 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.

7.869. During the course of enabling and construction works, the ES has concluded that the following significant environmental effects would likely result:

- Traffic & Transport – Increases in HGV movements and the temporary closure / diversion of roads and cycle paths could result in pedestrian and cycle delays albeit the effects would be temporary. Diversions of public rights of way could reduce the pleasantness of journeys and result in minor/moderate adverse effects to users of the routes. HGV movements are likely to result in delays to vehicles and buses within the local area. Essex Regiment Way would experience a high increase in the number of vehicles using the road however the heightened number of HGV's using this strategic route is considered to be short term and temporary. Mitigation measures are proposed, including traffic calming features and the creation of a highly pedestrianised/cyclist environment through the number of active travel routes.
- Noise – Enabling and groundworks associated with the operation of noise generating plant would affect existing properties (Channels Hotel) and proposed dwellings within Zone 1. Best

practice measures including site hoardings and communication of noisy activities would reduce the overall effect, which by its nature would be temporary and short term.

- Archaeology – Enabling and construction works would have the potential to alter drainage patterns and in a worst case scenario could lead to the loss of archaeological deposits. A programme of archaeological work is proposed to be undertaken in advance of development; this would comprise mitigation by record. All archaeological work would be undertaken in accordance with the recommended planning conditions and in accordance with an approved archaeological Written Scheme of Investigation.
- Land Take & Soils – Works would impact the existing undisturbed soil resources on site. A Soil Resource Management Plan would be implemented to mitigate adverse impacts on site and mitigation would follow the Defra Construction Code of Practice for the Sustainable Use of Soils.
- Landscape & Visual Impact – Large infrastructure and machinery would be visible from three public rights of way in local proximity to the site. The works would generate vehicle movements, on site equipment such as forklifts, plant, lifting equipment and the like, however mitigation would be secured through a Construction Environmental Management Plan. Views during the construction phase would be temporary in their nature.

7.870. The ES has identified the following likely significant environmental effects once complete and operational:

- Socio-Economics – The development would provide up to a maximum of 1,500 dwellings across a mixture of tenures and sizes. Zone 1 would deliver a large quantity of high quality open space in the form of amenity green space, public parks and gardens, allotments and natural and semi-natural open spaces, exceeding the open space requirement by over 21 hectares.
- Traffic & Transport – A comprehensive network of footpaths and cyclepaths would interconnect with surrounding development; in addition, a new pedestrian/cycle bridge over Essex Regiment Way would allow a new connection to Little Channels to the west and a proposed sustainable travel corridor on the western side of the road. The construction of the Northern RDR whilst part of Zone 3 and the Chelmsford North-East Bypass would redistribute traffic away from the proposed development onto these major road links.
- Cultural Heritage – The proposed development would result in changes to the settings of Channels Farmhouse, Belsteads Farmhouse and the Barn at Belsteads Farm, all of which are Grade II listed buildings. The effect in each case has been identified as moderate adverse and long term in nature.
- Ecology & Biodiversity – Measures are proposed to retain areas of woodland, grassland, mature/veteran trees or native species rich hedgerows on site. Biodiversity enhancements are to be secured through a Biodiversity Net Gain Management & Monitoring Plan. Significant green infrastructure is proposed, including the creation of the Channels Discovery Park and a new network of green corridors across the site delivering a net increase in habitats suitable for breeding birds. A Landscape and Ecological Management Plan would be implemented including measures to negate potential impacts to bats.
- Landscape & Visual Impact – The development would result in moderate to major adverse effects to users of the public rights of way in the initial years whilst landscaping (green infrastructure) establishes. The green infrastructure and landscaping would be fully implemented at Year 15.

7.871. Having regard to further development, which is intended to come forward as part of the wider Garden Community, the ES has considered the potential cumulative effects of the wider development parcels and other strategic sites identified within the Chelmsford Local Plan, in

combination with the Zone 1 development. The cumulative loss of best and most versatile quality agricultural land in Grades 2 and 3a would exceed 50ha. The cumulative effect of Tier 1, 2 and 3 schemes on agricultural land would be moderate to major adverse.

7.872. The Zone 1 development in combination with other schemes could contribute approximately 28% towards the Chelmsford Local Plan housing target, which is considered a major beneficial cumulative effect. Approximately 200 hectares of open space could be provided alongside the cumulative schemes with several open spaces and parks having already come forward at Beaulieu and Channels. Approximately 4,200 jobs would be created, representing 7.5% of existing full time employment opportunities in Chelmsford. Additional household expenditure would amount to approximately £73.3m per annum within the local area.

7.873. The cumulative operational effects would include the creation of the Channels Discovery Park, which would be located adjacent to water bodies and habitat mitigation areas forming part of the Channels development and which will become integrated into a single parkland following completion of the development. The increased size of the Channels Discovery Park would increase the ecological function and integrity of the habitats in that area.

7.874. During the operational phase of the proposed development, the potential would exist for ecological enhancements and biodiversity net gain to be delivered within the proposed development providing cumulative beneficial interactions for certain ecological receptors alongside the ecological enhancements and biodiversity net gain associated with the Zones 2 and 3 developments.

7.875. The proposed development would employ mitigation measures to ensure policy compliance and minimise its contribution to climate change. The residual cumulative Greenhouse Gas emissions from the cumulative schemes and the Zone 1 development would likely be small in the context of regional and national Greenhouse Gas emissions.

7.876. The Zone 1 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 1 Infrastructure Provision – Heads of Terms

8.1. The nature of the requirements for mitigation necessitates a s106 Agreement. The head 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.

Affordable Housing

- 35% of total units to be provided and maintained as affordable housing – 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 requirements M4(3) 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
- 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).

Education

- Financial contributions for Primary Education and Co-Located Early Years, Secondary Education, Sixth Form Education and Special Education Needs.
- Provision of serviced site for primary school (Great Belstead Primary School) with co-located early years and childcare facility. Facility to include three additional permanent classrooms for temporary primary provision which would later be converted to permanent SEND provision.
- Provision for standalone Early Years, Childcare and Education facility at Great Belsteads Village Centre. Capped 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.
- Temporary Education Support Fund.
- Community Use Agreement to secure 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 (Great Belsteads Medical Centre) within Great Belsteads Village Centre. Facility to be 584sqm (combination of 500sqm (GEA) and 84sqm (NIA).
- Direct Delivery or Financial Contribution for procurement of the delivery and fit out of the health centre.
- 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).

Social and Community

- Provision of community building with 50 sqm of the space to be reserved to adult social learning.

Employment

- Marketing Plan – Innovation Hub.
- Safeguarding of employment land.

- Local Labour & Skills Plan.

Transport/Infrastructure

- Safeguarded Land for the Future Extension of the Chelmer Valley Park & Ride and Transfer of Land at zero cost to ECC.
- Provision of Car Club within a 800m walk of each residential property in accordance with the IDP specification and the DFD.
- Implementation of Bus Services – Zone 1 in accordance with the Site Wide Bus Strategy and PFA.
- Provision of Secondary Mobility Hub in Great Belsteads Neighbourhood Centre
- Financial contribution of £2,666,667 towards the works to Roundabout 5 of the A131.
- Essex Regiment Way (ERW) Site Access Works.
- Essex Regiment Way Sustainable Transport Corridor (ERWSTC) Part 1 – Pedestrian and cycle overbridge to Back Lane (Essex Regiment Way) including commuted sums.
- ERWSTC Part 2 – Improvement Works between Back Lane and the Nabbott's Farm Roundabout including interim works to Bridleway 18 and Bridleway 38 along Little Waltham Road including commuted sums
- Pedestrian and cycle bridge over Essex Regiment Way including commuted sums.
- Essex Regiment Way (Pratts Farm Roundabout to Belsteads Farm Lane Roundabout) Bus Lane Reversal *
- Pratt's Farm Lane Roundabout (interim improvement scheme). *
- Pratt's Farm Lane Roundabout (fifth arm junction improvements) including commuted sums. *
- Belsteads Farm Lane Roundabout including commuted sums.
- Armistice Avenue Roundabout.
- Chelmer Valley Road (interim toucan crossing).
- Domsey Lane Mitigation Scheme and Active Travel Link.
- Financial contribution towards Broomfield Corridor A1 (via Mill Lane).
- Financial contribution towards direct corridor to Broomfield Hospital including for new bridge over River Chelmer.
- Provision of Residential Travel Information Pack.
- Travel Plan (including the modal share targets).
- Travel Plan Monitoring Fees.
- Site Wide Traffic Monitoring.
- 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.
- Financial contribution to cover the Council's costs of securing the relevant orders, including for changes to the status and alignment of the Public Rights of Way and s249 Order unless otherwise securable through separate legislation and agreements.

*Subject to combined dwelling occupation threshold with Zone 3 – see Delivery of Essex Regiment Way Junction Improvements

Open Space/Recreation

- Open Space Delivery.
- Open Space Phasing and Delivery Plan.
- Landscape and Open Space Management and Maintenance Plan.
- Public Art.

Ecology - (BNG)/RAMS

- Biodiversity Net Gain: Management and Maintenance – for period of 30 years from implementation of relevant phase.
- RAMS financial contribution per dwelling.

Waste

- Financial contribution for waste collection (not disposal / Recyclable Centres for Household Waste).

Miscellaneous

- Provision to allow for meanwhile uses at Great Belsteads Village Centre 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 by March 2026 at the latest.

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 below, 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 Reinvestment

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. No HIF recycling contribution is possible from the CGC development.

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.

8.22. Following analysis of the viability position in the summer, 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 has been costed at 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. 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. During the course of scrutinising the applicant's viability work, Homes England, as noted above have provided a letter dated 4th December 2025; see Appendix 5; which confirms its commitment to take a recommendation paper to the HIF Delivery Board as soon as possible, but with a target of January 2026, subject to timely receipt of the outstanding information it has requested from Essex County Council.

8.26. The paper will recommend that £12 million of the HIF contribution from the unallocated contingency to the Beaulieu Access Package (Chelmsford North-East Bypass and Beaulieu Park Station), would be directed to the CGC, 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 in order to secure the remaining £8 million to 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).

8.27. Based on this funding proposal, and subject to DfT agreement, a baseline position has been 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**

8.28. Assuming a 63% affordable rented / 37% shared ownership split, the baseline viability position would be 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

8.29. 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 achieve 35% affordable housing provision within Zone 1, this is set against a scenario where there is no CIL recycling, in which case the affordable housing provision would reduce to 29%. The CIL recycling is assumed to be up at a maximum of 85% of the total CIL paid, noting that 15% of the total CIL receipt is required to be passed to the Chelmsford Garden Community Council and is ringfenced.

8.30. 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 costs would be covered by CIL. CIL would also cover the cost of the Monitor and Manage Strategy comprising the additional traffic management measures which may be required within all three zones to achieve the modal share target of 60%, and the cost of any penalty payments, where the modal share target is not realised, as described in detail within the Movement section of the report.

8.31. Further work has since been undertaken to ascertain the implications of varying the affordable housing tenure split to 70% affordable rented / 30% shared ownership. The optimum scenario, which officers and the consortium support and which results in a policy compliant level of affordable housing for Zone 1 (35%) and Zone 3 (29% on account of the build to rent element).

8.32. The application of the 70% (affordable rented) / 30% (shared ownership) split, with full CIL reinvestment set against the baseline position where there is no CIL recycling, results in the provision of 525 affordable housing units for Zone 1 comprising 368 affordable rented and 158 shared ownership units.

Affordable Housing 70% Affordable Rent / 30% Shared Ownership

Zone	Policy AH%	AH%	Total Market	Total AH	Aff. Rent	S/O	BTR	DMR	HIF Recycling	CIL Receipt	CIL Reinv.
1	35%	35%	975	525	368	158	0	0	-£15.0	£19.3	£9.9
3	29%	29%	475	256	179	77	416	104	-£12.5	£17.6	£10.2

8.33. The table below shows the level of CIL which is required to achieve compliant affordable housing on Zones 1 and 3. The position on Zone 2 will be considered further when the application comes before Planning Committee next year.

Affordable Housing 70% Affordable Rent / 30% Shared Ownership – CIL Recycling Proposal

Zone	Viable AH	CIL Receipt	CIL Available for Recycling (85%)	Amount of Available CIL Required	% of Available CIL Recycling to Achieve Viable AH
1	35%	-£17,780,380	-£15,113,323	-£9,974,592	**66%**
3	29%	-£15,498,503	-£13,173,727	-£10,167,623	**77%**
		-£87,853,577	**-£74,675,540**	**-£66,530,704**	

Operation of the IDP & Fixing

8.34. 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.

8.35. 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.

8.36. 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.

8.37. 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.

8.38. 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.

8.39. 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.

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.

8.40. The IDP would then need to be updated to reflect the agreement reached.

8.41. 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

8.42. 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.

8.43. 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.

8.44. CIL is not intended to make individual schemes acceptable, however, it may be used to provide some of the infrastructure associated with a particular development and this is lawful. The decision as to whether or not to direct the CIL receipt to fund the provision of infrastructure within a development is not one for the Planning Committee, as it goes beyond its remit. The

decision must be made by the Council's Cabinet and would be subject to a separate CIL funding agreement between the City Council and the infrastructure provider(s). CIL cannot, however, be used to fund affordable housing.

8.45. 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.

8.46. The Chelmsford Garden Community is expected to generate a total of 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.

8.47. 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.

8.48. 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.

8.49. Newmark determined that without the use of CIL would generate 14% 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.

8.50. The consortium has agreed to deliver a policy compliant development. National planning policy states that on build to rent schemes, 20% of the units should be provided as private affordable rent (let at 80% of market rents) and as it is a rented scheme, there are no shared ownership units provided on this element. 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.

8.51. 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.

8.52. The developers 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.

8.53. 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.

8.54. A CIL Funding Agreement would 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, a review mechanism would need to be put in place, which reduces the amount of CIL to be paid towards IDP costs, should the financial viability position improve throughout the duration of the development.

8.55. The use of CIL to provide a policy compliant scheme in respect of affordable housing means that the City Council can nominate tenants to these units and not have to incur temporary housing costs with the most expensive temporary accommodation averaging £13,000 per annum in housing benefit subsidy loss.

8.56. The allocation of circa £13.2 million to Chelmsford Garden Community Council would be unaffected by the proposal.

8.57. 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. 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).

8.58. Based on this agreement the reinvestment of 77% of the available CIL receipt from Zone 3 is required to be recycled. Collectively the sums from Zones 1 and 3 total less than £66.3 million; £15.11 million (Zone 1) and £13.17 million (Zone 3), which accords with the Cabinet decision.

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 1 development would deliver a residential-led mixed use scheme, with employment and community infrastructure, 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 first, and largest employment hub at a gateway location alongside Essex Regiment Way,

together with smaller scale flexible employment at the Channels complex, one of four village centres including primary school with co-located early years nursery and the one of two healthcare facilities together with part of the Discovery Park, one of two destination parks provided within the wider development.

9.3. Zone 1 proposes to deliver two of the three strategic employment sites. The CGC Innovation Hub, which would form the largest of the two employment hubs would deliver up to 39,940sqm of employment floorspace at an early stage in the development. The location of the hub at a key gateway into the Garden Community, could act to attract new businesses and foster wider economic growth within the wider development. The second employment hub located at the heart of the development, which is intended to provide a different offer provides the opportunity for small and medium sized businesses, which could grow and develop within the Garden Community. Additional employment floorspace and opportunities would also be created within the new village centre, one of four centres spread across the Garden Community.

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 1,500 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 centre. A secondary mobility hub is proposed to be included within the Zone 1 parcel at the village centre, which has the potential to become an income generating asset for the future community stewardship body.

9.7. The Zone 1 development secures provision of one of four village centres across the Garden Community at Great Belsteads. The centre is 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. Healthy placemaking has influenced the layout of the Zone 1 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. 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.

9.9. Over 33 hectares of public open space is proposed across the Zone 1 development. The primary area, the Discovery Park which would deliver over 22 hectares of public open space forming one

of two new large destination parks within the Garden Community including areas of informal sports provision, equipped play space and woodland.

9.10. Having regard to the viability position, as set out above, it is anticipated that 66% of the available (85%) CIL receipt be reinvested back into the development to maximise a compliant level of affordable housing based on a 70:30 affordable rented/shared ownership for the applicable element.

9.11. 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.

9.12. The EIA process has been undertaken in a rigorous manner and mitigation to remove, or reduced environmental impacts is proposed, and will be secured through the site specific s106 Agreement and/or through the planning conditions.

9.13. 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 4 and the completion of the PFA as set out in (i) above within six months from the date of resolution**

(iii) **withdrawal of the National Highways holding objection**

(iv) **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**

(v) **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**

(vi) **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 10 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 - 01660C_PP_01 Rev P26
- Green Infrastructure Parameter Plan - 01660C_PP_02 Rev P28
- Access and Movement (Zone 1) Movement and Access Parameter Plan- 01660C_PP_04 Rev P31
- Building Heights Parameter Plan - 01660C_PP_03 Rev P22

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 March 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. 21.071.RP.001- June 2024; 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 19.

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 Great Belsteads Village Centre

The reserved matters submitted in accordance with Condition 6, and which relates to the Great Belsteads Village Centre as defined as mixed uses on the approved Land Use Parameter Plan 01660C_PP_01 Rev P26 , shall include full details of the size, location, type and design specification of all non-residential and residential units proposed within the Village Centre together with details of the arrangements for their on site management and maintenance. The village centre shall be completed in accordance with the approved size, location, type and design specification of units, the Phasing Strategy approved pursuant to Condition 21 and the approved maintenance and management arrangements, shall be in place, for the lifetime of the development.

Reason:
To ensure the delivery of strong village centres 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 20 and shall not be submitted prior to the reserved matters for any relevant access or services required by the plot has been approved 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 Allotments & Community Gardens 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 01660C_PP_02 Rev P28 and the Green Infrastructure Strategy - BMD. 21.071.RP.001 - June 2024, an Allotments and/or Community Gardens Strategy 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 allotments and community gardens,
(ii) An indicative plan of the allotments and/or community gardens, 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 allotments, 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 allotment buildings,
(v) Options for boundary treatments, and
(vi) Water supply including use of stored rainwater and Sustainable Urban Drainage Systems for watering crops.

The allotments and/or community gardens shall be provided and laid out in accordance with the approval of reserved matters and managed in accordance with the approved Allotments and Community Gardens 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 allotments and / or community gardens 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 10 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.
(xi) 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 11 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 12 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 13 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 21 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 ZWBGP approved under Condition 12 including its contribution to biodiversity net gain as calculated in accordance with the approved BNG strategy.

The BMP 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 SWS and ZWBGP can be achieved;
(iii) Preparation of a work schedule relevant to delivering the measures required to achieve BNG;
(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 14 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 August 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 15 Parking & Cycle Parking
All reserved matters applications for built development and sports provision, allotments and community gardens, shall include a Parking Strategy which accords with the approach set out in the approved DFD; where a variation to the approved Baseline Parking Standards is sought, evidence will need to be provided to 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 submission of the first reserved matters for residential-development for the Chelmsford Garden Community, and shall be incorporated into the Parking Strategy for each reserved matters applications for built development and sports provision, allotments and community gardens such that any built development included under a reserved matters and not commenced at the quinquennial date, shall be built to the later Baseline Parking Standard.

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 Great Belsteads Village Centre 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 16 Noise Levels
All reserved matters for built development adjacent to the Northern Radial Distributor Road, Beaulieu Parkway, Essex Regiment Way and the Chelmsford North-East Bypass 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 17 Minerals Extraction

All reserved matters for residential development with the potential to be within 250m of the mineral extraction areas of Bulls Lodge Quarry - Park Farm mineral planning permission (CHL/1890/87 or any subsequent varying planning permission) now, or in the future, 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 extraction operations with Bulls Lodge Quarry (Park Farm).
(ii) Details of any proposed mitigation measures that may be needed (including their proposed duration and permanence) to ensure that unacceptable impacts on residential amenity do not occur within 250m of mineral extraction areas whilst the mineral extraction and restoration is ongoing; where sufficient mitigation to reduce unacceptable impacts on residential amenity has not been demonstrated, occupation of these dwellings should not take place until after all permitted mineral extraction and restoration that would be within 250m of the dwelling has been completed.
(iii) Specify a minimum distance to be maintained between the façade of any occupied dwellings and ongoing, or future, permitted mineral extraction and restoration works at Bulls Lodge Quarry (Park Farm) 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 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 18 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 - July 2023.

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- July 2023.

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 19 Detailed Design Code
Prior to or concurrently with the submission of the first reserved matters, the Detailed Design Code 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,
- 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 Village Centre / 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,
- Site-wide objectives for public art,
- Site-wide objectives for lighting of the public realm,
- Vehicular and cycle parking standards and typologies,
- Mobility Hubs,
- 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 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 20 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 19.

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 21 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) Discovery Park North;
(viii) Discovery Park South;
(ix) Dukes Wood Destination Park;
(x) Village Centres including community space provision;
(xi) Productive landscapes;
(xii) Play areas;
(xiii) Employment Hubs
(xiv) Residential Parcels,
(xv) Schools, and
(xvi) Supporting on-site development.

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 22 Archaeology – Programme of Archaeological Work
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 23 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 24 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 01660C_PP_04 Rev P31 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 25 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 Numbers 22, 33, 39
Little Waltham Footpath Numbers 33, 34, 35

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 26 Walking & Cycle 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 21.

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 27 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 28 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 29 Final Surfacing of Roads and 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 30 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 31 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 32 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) Limiting discharge rates to 2.3 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,
(ii) 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,
(iii) Final modelling and calculations for all areas of the drainage system,
(iv) 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,
(v) Detailed engineering drawings of each component of the drainage scheme including any proposed root management measures to be incorporated,
(vi) A final drainage plan, which details exceedance and conveyance routes, FFL and ground levels, and location and sizing of any drainage features,
(vii) A written report summarising the final strategy and highlighting any minor changes to the approved strategy, and
(viii) 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 33 Submission of 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 34 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 35 Extraction Equipment, Plant & Machinery
No development of any relevant unit within the Great Belsteads Village Centre, any unit forming part of the Channels Employment Hub, and Innovation 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 36 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 37 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 Green Infrastructure Strategy BMD. 21.071.RP.001- Dated June 2024 and the Green Infrastructure Parameter Plan 01660C_PP_02 Rev P28. 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 38 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 Green Infrastructure Strategy - BMD. 21.071.RP.001- June 2024 dated June 2024 , the Green Infrastructure Parameter Plan 01660C_PP_02 Rev P28 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 21. - 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 39 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. No services shall be laid within the root protection zone of any tree identified for retention within the Tree Report as required by Condition 10.

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 40 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 41 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 42 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 43 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 44 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 45 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.

Condition 46 Essex Regiment Way – Public Footpath 35
Prior to the occupation of any dwelling within Parcels CH-1 and CH-2 as shown indicatively on Drawing No.SK79A, a scheme of measures to mitigate the increased risk from pedestrians crossing Essex Regiment Way at Public Footpath 35 shall be constructed in accordance with details that have previously been submitted to and approved in writing by the local planning authority.

Reason:
To mitigate residual significant impacts from the development on highway safety to an acceptable degree in accordance with the NPPF.

Details to be Submitted for Approval following Reserved Matters B – Statements of Intent

Condition 47 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 Great Belsteads Village Centre, any unit forming part of the Channels Employment Hub and Innovation 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 48 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 Great Belsteads Village Centre, any unit forming part of the Channels Employment Hub, and Innovation Hub or the mobility hub (if required), 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 49 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 50 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: Great Belsteads Village Centre (non-residential premises) and Great Belsteads Primary School.

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.

Details to be Submitted for Approval following Reserved Matters C – Detailed Specifications

Condition 51 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 52 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 Great Belsteads Village Centre, the Channels Employment Hub Complex and Innovation Hub or the mobility hub, 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 53 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 village centres 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 54 Village Centre Floorspace
The Great Belsteads Village Centre shall be delivered fully in accordance with the Development Specification - CBRE- November 2025. Any Class E (b) food retail unit, where provided, shall not exceed 500sqm gross external area; all other individual retail units contained within the village centre 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 and there shall be no amalgamation of retail units within the village centre.

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 village centres and to ensure the delivery of strong village centres across the Chelmsford Garden Community. The village centres 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 55 Innovation Hub – Employment Floorspace

The Innovation Hub shall be delivered fully in accordance with the Development Specification - CBRE - November 2025. The ancillary uses shall not exceed a maximum floor area of 7,500m?of which any units delivered pursuant to Class E (b) and Class E (c) of the Town and Country Planning (Use Classes) Order 1987 (as amended) shall be limited to 2,500m² in total and there shall be no amalgamation of the ancillary uses within the innovation hub.

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 Innovation Hub as an employment site. The Innovation Hub is situated at a high profile and key gateway location within the Chelmsford Garden Community and collectively with the employment sites at Willow Hill (Zone 2) 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 Specifications & Building Performance

Condition 56 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 14.

Condition 57 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, 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 58 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 59 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) Details of a photographic baseline highway network condition survey of any part of Pratts Farm Lane used for construction traffic and photographic road condition surveys upon cessation of use of the lane for construction traffic.
(iv) A travel plan for construction workers including details of access routes to the site compound for staff walking, cycling and using public transport.
(v) Measures to prevent and mitigate deposition onto the highway of soil, silt or other debris from construction vehicles including monitoring and enforcement procedures.
(vi) Arrangements for the loading and unloading of plant and materials.
(vii) The location and size of site compounds and areas for storage of plant and materials.
(viii) 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.
(ix) 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.
(x) A site wide materials management plan for the handling and storage of top soil.
(xi) Measures, including the construction of exclusion zones, to prevent soil compaction in large scale planting areas, and measures to remediate soil compaction.
(xii) Measures to control the emission of dust and dirt during construction.

(xiii) Measures for the control of noise and vibration during construction, including delivery and construction working hours.
(xiv) Procedures for maintaining good public relations, including complaint management procedures, community consultation and liaison.
(xv) 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 60 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 61 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 - Chapter 11: Ecology & Biodiversity (Huckle Ecology, October 2022) and the Environmental Statement Appendix: Ecology & Biodiversity, Annex 1-10 (Ecology & Biodiversity) (Huckle Ecology, October 2022). 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. (Zone 1)

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 62 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:

- On-site provision of semi-natural open space to include (i) Channels Discovery Park, (ii) open areas located within the residential parcels providing smaller areas for recreation as well as open green space, (iii) greenways, (iv) woodland areas and tree planting, (v) 3.26km circular walking route (sufficient for dog walking) and a 1,25km shorter walking loop of the northern part of the Discovery Park South and (vi) 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 63 Protection of Retained Trees
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 10

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.

Condition 64 Essex Regiment Way Construction Access Creation & Closure
The temporary construction access for the purposes of constructing drainage for the development and the pedestrian cycle bridge over Essex Regiment Way shall be laid out and constructed in accordance with Drawing No. 19140-CHEL-700-017- s278 ERW Temporary Construction Access, and other details including construction details, long section, drainage, lighting and signage that shall previously have been submitted to and approved in writing by the local planning authority.

The temporary construction access shall thereafter within six months of substantial completion of the pedestrian and cycle bridge be stopped up, removed in its entirety and reinstated to its original condition and the permanent roundabout completed in accordance with the s278 ERW Drawing No's 19140-CHEL-700-002 Rev D, 005 Rev D, 006 Rev E, 007 Rev E, 008 Rev B, 009 Rev D, 010 Rev D, 013 Rev B and 019 Rev A, and be provided with street lighting in accordance with details that shall previously have been submitted to and approved in writing by the local planning authority.

Reason:
To ensure that vehicles can enter and leave the highway in a controlled manner and the removal of, and to preclude the creation of unnecessary points of traffic conflict in the highway following development in the interests of highway safety in accordance with the NPPF and Policies DM1 and DM20 of the Development Management Policies as adopted as Essex County Council Supplementary Guidance.

Post Completion and Occupation Controls

Condition 65 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 66 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 67 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 68 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 Great Belsteads Village Centre, any unit forming part of the Channels Employment Hub, Willow Hill Employment Hub and Innovation Hub or the mobility hub 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 69 Soft Landscaping 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 6th February 2023 (Zone 1) and 22nd March 2023 (Zone 3). 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 A Additional Advice

Your attention is drawn to the Annex A - Additional Advice appended to the consultation response from Natural England dated 10th July 2024 (Zone 1) and 11th November 2024 (Zone 3) and referred to in their subsequent consultation responses. 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 Essex Developers' Group Climate Charter

Mitigating and adapting to a changing climate is a national and Essex County Council priority. The Climate Change Act 2008 (amended in 2019) commits the UK to achieving net-zero by 2050. The Essex Climate Action Commission proposed 160+ recommendations for climate action. Essex County Council is working with partners to achieve specific goals by 2030, including net zero carbon development. All those active in the development sector should have regard to these goals and applicants are invited to sign up to the Essex Developers' Group Climate Charter [2022] and to view the advice contained in the Essex Design Guide. Climate Action Advice guides for residents, businesses and schools are also available.

12 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.

13 BREEAM

More information about BREEAM is available on the BRE website: www.breeam.org or contact the BREEAM office, Tel: 01923 664462.

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 Environment Agency

The applicant is to be referred to guidance on permitting discharge to ground or surface water - www.gov.uk/guidance/discharges-to-surface-water-and-groundwater-environmental-permits and to consider regulatory position statement 261 for temporary dewatering discharges - www.gov.uk/government/publications/temporary-dewatering-from-excavations-to-surface-water

17 Essex Fire Service

Your attention is drawn to the comments set out in the consultation response from the Essex Fire and Rescue Service dated 29th January 2024.

18 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

19 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.

20 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.

21 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/.

22 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.

23 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.

Plans to be listed on any Decision Notice:

NOTES

1. Contractors must check all dimensions on site. Only figured dimensions are to be worked from. Discrepancies must be reported to the Architect or Engineer before proceeding. © This drawing is copyright.

2. All plans and drawings are drawn true to stated scales and can be used for the purpose of planning only. Responsibility is not accepted for errors made by others in scaling from this drawing.

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4. Until technical approval has been obtained from the relevant authorities, all drawings are issued as preliminary and not for construction. Should the Contractor commence site work prior to approval being given it is entirely at his own risk.

SAFETY, HEALTH AND ENVIRONMENTAL

In addition to the hazards, risks normally associated with the type of work detailed on this drawing, note the following significant risks and information.

Construction:

1. The site has former landfill useage. Specialist geotechnical advice should be sought prior to excavations.

2. Public Rights of Way pass through the site. Closure or diversion must be in place prior to works in these locations.

For information relating to end use, maintenance, demolition, see the health and safety file.

It is assumed that all works will be carried out by a competent Contractor, where appropriate, to an approved method statement.

REV	DESCRIPTION	DRN	CHD	DATE
	☐ PRELIMINARY ☐ INFORMATION ☐ TENDER			
	☐ CONSTRUCTION ☐ AS BUILT			

SCALE	1:2000 @ A1	DATE	JULY 2023
DRAWN	AM	CHK	JGF
DRAWING NO.	19140-CHEL-SK048	REV	-
TITLE	CHELMSFORD GARDEN COMMUNITY OPA ZONE 1		
DETAILS	ILLUSTRATIVE MASTERPLAN OVERLAY		

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PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS DRAWING

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.

Consultation responses have in some instances, referenced both the full and outline applications but in some cases were clearly not intended to apply to both applications. The consultation responses that clearly relate solely to the elements for which detailed planning permission is sought have been summarised in the Consultations section of the FUL report.

Chelmsford Garden Community Council

Comments
13.06.25 • Bus Strategy – Note updated bus strategy, however, provision of the buses would be in the hands of private companies; no guarantee that the aim of encouraging sustainable travel and use of public transport would be realised nor as to the nature of the provision. • Drainage – Concerns in relation to the overloading of the SuDS system; no measures within the existing areas of the development to prevent residents installing hardstanding in their rear gardens so there should be a clause within planning to prevent additional non permeable surfaces being installed in the new zones by the new residents to prevent such overloading of the system. • Stewardship – No reference to the proposed stewardship arrangements for the area. 13.12.24 • Chelmsford Garden Community Council has no further comments to make over and above those already submitted 14.03.24 • Siting of the School - New primary school proposed to front a shopping area with no parking or stopping; congestion and problems inevitable as some children would be brought to school by car. • Active Travel - The proposal for active travel is laudable but unlikely to be achieved and therefore consideration should be given to the potential traffic impact upon the area. • Bus Service C10 – Extension of the service to cover Zone 1 as well as Beaulieu would extend the journey time from the city centre and make it less likely to be used by local people. • Buses - Heavy reliance on the use of buses to meet targets of reduced car use; experience shown that once run on a commercial basis short hopper style services are not maintained with people reverting to car use. • Pedestrian / Cycle Bridge over Essex Regiment Way - Road is due to be downgraded; there does not seem to be a need for a footbridge over the road especially as this would be extremely expensive and does not lead to any specific facility. A controlled road crossing would be more suitable. • Sustainability Measures – No proposals for EV charging points for electric vehicles, solar panels or air source heat pumps.

- Stewardship - Proposals should reference involvement by the CGCC and its influence on behalf of the community.
- Building Heights - The height of development around the Domsey Lane area should be no more than 2 storeys so as to be sensitive to the character of the area.
- Bridleway 18 – A developer contribution would improve existing Bridleway 18 as well as assisting with the provision of lighting for the right of way.

09.02.24

- Stewardship – No reference to arrangements for stewardship and land management; vital in view of the various facilities including a large park, pocket parks and other sports and shared facilities.
- Parking – Measures to reduce car use and to include mobility hubs, buses and the Park and Ride noted; unless suitable parking provision is provided, roads would become congested with parked cars. Suitable parking provision needs to be made available including the setting aside of areas which could be landscaped in years to come if less demand exists for vehicles.
- 15 Minute Neighbourhood – Unrealistic; proposals for active travel routes but residents would need to feel safe, no clarifications on lighting of the routes.
- School Parking – No means of parking within the vicinity of the proposed school; unrealistic to expect children to travel to school on foot or bike, some provision is required. Formal drop-off arrangements would be desirable.
- Traffic Calming Measures – Measures should be put in place.
- Road Connectivity – Roads do not seem sufficiently connected or permeable and lead to Essex Regiment Way or in the vague direction of the remainder of the Garden Community. Given the North-East Bypass might never be connected to the A131 at Great Leighs, this would simply increase congestion.
- Bus Service – Transport strategy seems pinned on a high frequency bus services with roads designed with bus gates. Experience at Beaulieu and Channels indicates that once the s106 monies have been spent and the operator is running the service on a commercial basis, services reduce or are changed result in a return to car use. Proposal unworkable and would not reduce congestion within the area.
- Mobility Hubs – Lack of detail regarding the facilities. Car club proposal not supported by any evidence; unclear if the 60% modal share target includes car club journeys. Target would be an unachievable goal.
- Pedestrian / Cycle Bridge over Essex Regiment Way - Road is due to be downgraded; there does not seem to be a need for a footbridge over the road especially as this would be extremely expensive and does not lead to any specific facility. A controlled road crossing would be more suitable.
- Domsey Lane – Road would cut through the lane and operate as a bus route. Protection required for Domsey Lane to avoid use of the single track road to access other parts of the development. Measures required to prevent the lane from being used as a cut through.
- Employment – Proposal to provide 1 job per dwelling; unclear as to the nature of the jobs and whether these would be high quality and attractive to residents. No detail regarding the proposals for the Innovation Hub.
- Healthcare Provision – No mention of proposals for healthcare provision including GP's, pharmacies or dentists, vital given the scale of the development.
- Sustainability Measures – No proposals for EV charging points for electric vehicles, solar panels or air source heat pumps
- Great Belsteads Village – Housing would be close to Essex Regiment Way and would suffer road noise, but no noise attenuation measures are proposed.
- Planting Density – No reference to the density of planting e.g. Zone 3 suggests 1.5 trees per dwelling.
- Amenities – The scheme does not appear to provide services for teens and elderly residents.

- Building Heights – Housing adjacent to Domsey Lane should be two storeys to protect existing residents.

08.9.23

- Green Infrastructure - Care required in the links to green spaces to make sure that safety issues and ways of avoiding anti-social behaviour are considered.
- Noise Attenuation - Planning condition needed to require noise reduction measures for residents living close to the main access roads.
- Speed Surveys – Planning condition needed to require speed surveys to ascertain if cameras are necessary to enforce a 40mph speed limit.

Little Waltham Parish Council

Comments

15.7.25

No further comments.

15.5.24

Little Waltham Parish Council has no further comments to make.

17.10.23

Little Waltham Parish Council has no further comments to make

14.12.22

- Traffic Impact - Concerted effort made to avoid rat running within the development, however much of the traffic is being directed out onto the A130 Essex Regiment Way with traffic expected to travel through the village of Little Waltham. Road design and traffic management should include measures to avoid rat running through the historic village centre and conservation area of Little Waltham village to avoid the development prejudicing neighbouring areas and worsening existing traffic and rat running problems.
- Delivery of the Northern RDR and the Chelmsford North-East Bypass - The road and bypass should be completed ahead of the construction of new housing and certainly at the earliest stage of the development to prevent increased traffic overwhelming local roads.
- Pedestrian / Cycle Bridge over Essex Regiment Way - Unclear how the bridge would join with existing pedestrian rights of way; provision necessary to avoid conflict with traffic in the area including existing junctions.
- Domsey Lane – Concerns regarding the impact of the development upon the existing residents of Domsey Lane; surrounded by construction over a period of time. Developers should put in place measures to reduce the adverse impact upon those residents.
- Healthcare Provision - No primary care provision within the newly developed areas of Beaulieu and Channels; important for a new GP surgery and schools to be built at an early stage of the development to avoid overwhelming the existing local provision in Little Waltham.

Braintree District Council

Comments
08.7.25 Braintree District Council have no specific comments to make and trusts that matters of detail will be carefully considered within the context of Local and National Planning Policy principles, having regard to the cross-boundary effects of traffic, in combination with the recently approved and committed development in nearby settlements within the Braintree District. Braintree District Council previously commented on 19.01.23

CCC Property Services

Comments
No comments received.

CCC Parks & Open Spaces

Comments
09.07.25 Parks & Open Spaces have reviewed the Combined Zone 1 & Zone 3 Sports Strategy for Powers Farm Chelmsford dated January 2024 Revision 02 and fully support the comments raised by Sport England in relation to each dated 28th May 2024. The provision for Zones 1 and 3 is acceptable subject to the matters being raised in Sport England's responses. Additional open space and sports provision will be provided within the Zone 2 facilities, which is subject to a separate application. The two Sports Strategies should be considered in conjunction with each other to ensure a cohesive overall development and that all on and off site requirements and obligations are met.

CCC Leisure & Heritage Services

Comments
09.07.25 Leisure & Heritage Services have reviewed the Combined Zone 1 & Zone 3 Sports Strategy for Powers Farm Chelmsford dated January 2024 Revision 02 and fully support the comments raised by Sport England in relation to each dated 28th May 2024. The provision for Zones 1 and 3 is acceptable subject to the matters being raised in Sport England's responses. Additional open space and sports provision will be provided within the Zone 2 facilities, which is subject to a separate application. The two Sports Strategies should be considered in conjunction with each other to

ensure a cohesive overall development and that all on and off site requirements and obligations are met.

CCC Public Health & Protection Services

Comments
16.10.24 No further comments to make. 13.12.22 • 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. • 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; internal noise levels in bedrooms at night (2300 hours - 0700 hours) with windows closed should not exceed 30dB(A) LAeq. The internal noise levels in habitable rooms during the day (0700hours - 2300hours) with windows closed should not exceed 35dB(A) LAeq. • The site has been identified to be located on contaminated land. A condition to deal with contamination should be required.

CCC Housing Standards Team

Comments
05.12.22 No comments.

South Essex Parking Partnership

Comments
24.02.23 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.

ECC Major Development & New Communities

Comments
04.12.25 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). We 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. <u>Place Making</u> ECC has no further comments to make. The previous comments in the response from 8.07.25 are set out below. • The three applications should not only reflect the DFD and Local Plan policy requirements, but also seamlessly respond to one another to ensure a cohesive and inclusive development. Consistency in place-making between the three planning zones will be necessary. ECC anticipates that the PFA will assist with ensuring this through commitments to comprehensive design coding for the Garden Community. • The Northern Radial Distributor Road (NRDR) would provide the main vehicular access to CGC; it would connect the Chelmsford North-East Bypass (CNEB) with Essex Regiment Way (ERW) (A130) to form part of an important strategic traffic route. The majority of the NRDR sits within Zone 3 to the north, although it also includes a small portion of Zone 1 to west, so there is a clear interrelationship between these applications. <u>Long Term Stewardship</u> ECC welcomes the inclusion of stewardship in the draft S106 heads of terms and has no further comments to make. The previous comments in the response from 8.07.25 are set out below.

- Key principles for future stewardship of the CGC are set out within the DFD and reflected in the PFA. ECC expects that there would be one stewardship body adopted for the whole Garden Community (including features of the NRDR, as appropriate) to ensure a consistent and coherent approach to the long-term management and maintenance of community assets and public spaces across all three planning zones in perpetuity.
- ECC anticipates that there will be a robust and sustainable approach to stewardship building on lessons from elsewhere. Service charges should be kept to a minimal with the majority addressed through a blend of options such as the parish precept, endowment and income generating assets. The adopted model must include elements that cannot be managed through the public purse e.g. street trees, some surface water drainage network features and public realm/spaces (subject to safety and legal reasons).
- ECC notes that alongside the management and maintenance of community assets, stewardship has a much greater role in community development. The local community should be at the heart of decision making and the Chelmsford Garden Community Council will have an important role to play.
- ECC strongly welcome being part of ongoing discussions on the approach to stewardship for CGC, with CCC and the applicant, as well as the wider Developer Consortium.

<u>s106 Heads of Terms</u>

- ECC have reviewed the draft S106 Heads of Terms which has been updated to reflect the PFA and ECC's previous corporate responses. All costs referred to in this response are indicative at this stage, based on ECC's standard formulas within the Essex Developers' Guide to Infrastructure Contributions 20241 (Developers' Guide), and indexed to Q1 2024. 3.2.
- ECC recommends that the following topics are scoped into the draft Heads of Terms:
- Stewardship – A specific requirement to prepare a Stewardship Strategy as identified in the Planning Statement, as well as financial contributions, transfer of assets, governance etc, as appropriate.
- Standalone Early Years and Childcare Setting – Inclusion of key obligations such as land (triggers and option periods), financial contributions if the developer decides not to deliver the building (including standard costs, indexation etc.), and any other necessary obligations in relation to design, siting etc.
- Primary School with Co-Located Early Years and Childcare Setting – Inclusion of key obligations such as education land (triggers and option periods), financial contributions (including standard and any other necessary obligations in relation to the 30m buffer, design, etc.
- Special Education Needs and Disabilities – Inclusion of key obligations such as, financial contributions (including standard costs, indexation), and any other necessary obligations in relation to design, siting etc.
- Secondary School – Inclusion of financial contributions towards secondary school provision within the garden community (including standard costs, indexation etc.)
- Sixth Form and Post-16 Learning – Inclusion of appropriate financial contributions (including standard costs, indexation etc.)
- Joint Community Use – Provision to be funded by Zone 2 developer, however, should this situation change, ECC request that the Zone 1 s106 Agreement, includes a portion of the total cost to support community use at the All Through School site which is expected to be c. 24% based on dwelling numbers (including indexation etc.)
- Temporary Education Measures – Inclusion of agreed financial contributions for the "Temporary Education Support Fund" at c. 24% based on dwelling numbers (including indexation etc.)
- Libraries and Adult Community Learning – Inclusion of obligations relating to provision within the proposed community building, as appropriate.
- Specialist Accommodation – Inclusion of reference to social housing for older people and adults with disabilities, as appropriate.

- Employment and Skills – Inclusion of any associated measures and contributions, as appropriate, identified in the Employment and Skills Plan (to be required by condition) and the timely delivery of serviced plots in advance of the proposed Marketing Plan.
- Biodiversity Net Gain – Inclusion of 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 and Access – Inclusion of appropriate targets (such as modal share), Travel Plan provision and fees and other appropriate obligations as detailed below.
- Minerals- ECC requests that this is includes reference to a communication plan and marketing strategy in relation to ongoing minerals extraction.

ECC agrees in principle the draft S106 Heads of Terms for Zone 1.

Conditions

ECC has recommended conditions to help make the proposal acceptable and in line with our position on this planning application as set out in this and our previous corporate responses. Discussions have taken place with CCC and the applicant, and draft conditions covering matters relevant to ECC have been agreed in principle.

Public Health and Wellbeing

ECC welcomes the preparation of a Health Impact Assessment (HIA) and reference to the Livewell Development Accreditation. We have no further comments to make.

Education and Learning

ECC has worked with CCC and the applicant through 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. The agreed approach will be outlined in the PFA.

ECC is in a position to remove its objection provided satisfactory conditions and obligations are secured.

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.
- As part of the PFA discussions, 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. This 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, we request contributions of £4,176,689 (indexed to Q4 2024) from Zone 1. For context Zone 2 would be requested to contribute £2,433,618 (indexed to Q4 2024) and Zone 3 would be requested to contribute £3,480,574 (indexed to Q4 2024).

Early Years and Childcare (EYCC)

- ECC has provided comments on co-located and standalone early years provision in our previous responses. ECC has discussed its position on standalone provision with the applicant on multiple occasions, including through PFA discussions. It has been agreed that standalone early years provision would be within a ground floor unit forming part of the Great Belsteads Village Centre (not forming part of the community centre); it would 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 that it would be offered at market sector rent. This will be enshrined in the PFA, and so ECC has withdrawn its objection subject to suitable S106 clauses being agreed.
- Across CGC as part of discussions on the PFA and IDP, a total of 467 places would be generated as a result of this garden community development.
- The standard calculation for contributions for Zone 1 would be:
  467 places x £23,865 cost per place = £11,137,677 CGC total
  £11,137,677 x 24% = £2,673,042.48
- ECC would normally therefore request contributions of £2,6730,42.48 (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. However, 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 would request contributions of £3,038,473 (indexed to Q4 2024) from Zone 1 within the S106 agreement.
- For context, Zone 2 would not be requested to contribute £8,207,104 (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, 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 our previous responses, 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. The primary school site on Zone 1 is therefore expected to be delivered as early as possible with a fully serviced site to be available before 150 dwellings are occupied in Zone 1. It will have capacity to accommodate 2FE permanent primary provision and 1FE temporary primary provision. The 1FE temporary provision would be built to the SEND standard but used in the intervening period before being used to provide on-site SEND provision

in due course. This would arrangement need to be addressed within the S106 agreement, including associated costs. As such, ECC will be seeking bespoke S106 obligations with respect to the primary school site, in line with this response, the PFA and IDP.

- Across CGC as part of discussions on the PFA and IDP, a total of 1,556 primary places would be generated because of this garden community development.

  The standard calculation for contributions for Zone 1 would be: 1,556 pupils x £23,865 cost per place = £37,133,940

  £37,133,940 x 24% = £8,912,145.60
- ECC would therefore normally request contributions of £8,912,145.60 (indexed to Q1 2024) from Zone 1, based on the indicative dwelling mix and proportional dwelling split, as per the Developers' Guide to deliver the primary schools across CGC. 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 as set out in the PFA and IDP. As such, we would request contributions of **£6,217,327** (indexed to Q4 2024) from Zone 1 within the S106 agreement.
- For context, Zone 2 would be requested to contribute £25,295,001 (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

- 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 as a result of this garden community development.

  The standard calculation for contributions for Zone 1 would be: 1,037 pupils x £28,912 cost per place = £29,984,635 CGC total

  £29,984,635 x 24% = £7,196,312.40
- ECC would therefore normally request contributions of £7,196,312.40 (indexed to Q1 2024) from Zone 1, based on the indicative dwelling mix and proportional dwelling split, as per the Developers' Guide to deliver the secondary school within CGC. 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 as set out in the PFA and IDP. As such, we would request contributions of **£12,316,670** (indexed to Q4 2024) from Zone 1 within the S106 agreement.
- For context, Zone 2 would be requested to contribute £18,250,191 (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

- 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 as a result of this garden community development.

The standard calculation for contributions for Zone 1 would be: 213 pupils x £28,096 cost per place = £5,984,448 CGC total

£5,984,448 x 24% = £1,436,267.52

- ECC would normally therefore request contributions of £1,436,267.52 (indexed to Q1 2024) from Zone 1 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. We recognise 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 **£1,464,156** (indexed to Q4 2024) from Zone 1 within the S106 agreement.
- For context, Zone 2 would be requested to contribute £3,416,364 (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 Education Needs and Disabilities

- ECC estimate a total of 44 SEN places would be generated as a result of this development.

The calculation for contributions is: Primary Places – (£23,865 x 4) x 26 pupils = £2,481,960 £2,481,960 x 24% = £595,670.40 Secondary Places – (£28,912 x 4) x 18 pupils = £2,081,664 £2,081,664 x 24% = £499,599.36 5.35.

- We would normally therefore request contributions of £1,095,270 (indexed to Q1 2024), based on the indicative dwelling mix and proportional dwelling split, as per the Developers' Guide to deliver the SEND provision. We recognise 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 **£1,116,537** (indexed to Q4 2024) from Zone 1 within the S106 agreement.
- For context, Zone 2 would be requested to contribute £2,605,253 (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 inclusion of a Local Labour and Skills Plan within the draft S106 Heads of Terms to formalise potential employment and skills opportunities associated with the delivery of Zone 1 and ensure that these are maximised for local residents.

Community Use

- ECC do not anticipate community use of the primary school facilities within the application site. ECC will however consider the parameters of community use for the primary school within Zone 1 through the s106 Agreement.

- The All Through School site within Zone 2, will necessitate the provision of larger facilities than would normally be provided resulting in additional costs need to be covered by the developer consortium. The expectation is that Zone 2 will fund the total contributions of £4,339,977 (index Q4 2024) identified in the PFA and IDP to facilitate the delivery of community use, based on apportioned equalisation between the developer consortium. Should this situation change, ECC would expect proportionate contributions from Zone 1.

Libraries and Adult Community Learning

- ECC has provided advice on library provision to the applicant in our previous responses. We have no further comments to make

Employment and Skills

- ECC provided further comments on the Outline Economic Strategy (May 2025) in our previous response and have no further comments to make.
- ECC also welcomes the inclusion of a Local Labour and Skills Plan within the draft S106 Heads of Terms to formalise potential employment and skills opportunities associated with the delivery of Zone 1 and ensure that these are maximised for local residents.

Specialist Residential Accommodation

- ECC welcomes the inclusion of specialist residential accommodation within the draft Heads of Terms. ECC have no further comments to make.

Movement and Access

ECC is now able to withdraw its objection to the proposal on highway and transport grounds subject to satisfactory completion of suitably worded conditions and site specific s106 obligations.

ECC have set out comments on the further submitted documents and drawings and have provided comments below.

Plans for Approval

- A more direct active travel route between the park and ride terminal and the Innovation Home has not be shown. However, this would be sought through the reserved matters condition.
- ECC are satisfied that that Parameter plan P31 satisfactorily addresses the need for a secondary active travel route along public footpath Chelmsford Garden (formerly FP 36). Details of exactly how cycling will be permitted along this route can be agreed in due course.

Highway Access (s278) Drawings

- Matters such as the location of the speed limit signs on the site access, signage details, problems arising through the road safety audit would be addressed through the highway agreement, as would the construction specification. A condition is proposed related to the retention of the laybys.
- The 30mph speed limit would extend from the roundabout and the signs shown shall be positioned; accordingly, this would happen through the installation of street lighting. The developer would be required to fund the necessary speed limit orders for Essex Regiment Way and internal streets (20mph

Zone) through the highway agreements.

Full Component Plans

General Arrangement Drawings

- ECC are satisfied that draft conditions have been agreed that address surface details and other matters that need to be controlled.
- The relatively straight alignment of the carriageways means that several ramps would be required along each street to comply with regulations on 20mph Zones. Any further amendments required will be addressed through the highway adoption technical approval process. Essex Highway Engineers will continue to work with the applicants design team to ensure a compliant scheme of traffic calming is delivered.
- A Stage 1 Road Safety Audit has been completed for the roads with no unresolved problems.
- Side road junctions have been shown with priority to be given to cyclists and pedestrians for minor junctions along the east – west spine road, however this is not the case for the two side roads off the link road (SPRD 2.0) to Zone 3. A condition is recommended to require a footway crossing arrangement at the southernmost west bound access on spine road 2 to give pedestrians and cyclists using the shared route priority over motorists at the crossing of the junction.
- Visibility splays should be surfaced to adoptable standard; however, ECC is mindful to avoid excessive paved areas if practicable. Conditions are also required to secure other visibility requirements.
- Details of tactile paving are to be agreed with the Essex Highways Engineer through the highway adoption technical approval process to ensure that the people it is intended to benefit receive the correct messages; however, as a small number of features shown are not in line with the relevant guidance (such as transitions between shared and segregated ATRs), and as it also has other implications for the enjoyment of the street, a road surface materials condition is proposed to cover this.
- No further details have been included within the submission that justify a toucan crossing in a 20mph Zone, initially or in the long-term. ECC's position is therefore unchanged that the toucan crossing outlined on SPRD 2.0 should be a parallel crossing. The Road Surface Materials condition is intended to control this.
- The future works shown on Drawing No. 19140-CHEL-300-128 Rev C relating to Channels Drive are not acceptable. A suitably worded condition would be required to deal with this element.
- A condition is proposed for the bus stops, as these are not fully specified.
- The reason for the Lighting Scheme condition should also include highway safety and promotion of sustainable travel.
- Notwithstanding street furniture is to be controlled by multiple conditions, a dedicated condition for bus stops (passenger shelters) is recommended.

Landscaping

- The oak tree proposed on Landscape General Arrangement & Planting Plan Sheet 9 Rev. D south of the drainage basin would need to be removed to accommodate the future road layout. It is suggested that it may be better planted elsewhere. As noted, there is a likelihood that protected cycle infrastructure would be needed for this area.
- The soft landscaping works and drainage and service runs conditions have been amended in the conditions list to make protection requirements for highway drainage and paving from roots clearer.

Other Outline Planning Application Plans

- Details will be needed for technical approval to address the level differences between the swales and carriageways at the numerous ramps that are adjacent to the swales.
- A kerb face of approximately 40m up from the swale shoulder is recommended to ensure water is not impeded from flowing directly from the paved surface to the swale and for maintenance reasons.

Illustrative Plans

- The Illustrative Domsey Lane Alternative is noted. ECC agrees in principle with the closure to through traffic along Domsey Lane subject to detailing and legal processes to remove highway rights for vehicles or prohibiting them; this is part of a linking element identified within the Site Wide Principles Document and commitments to delivering the Domsey Lane Active Travel Link are made in the PFA.

Reports

Phasing

- The provision of walking and cycling routes from Great Belsteads Village and Zone 3 across the Discovery Park to Channels will be a particular concern in the early years. Similarly, connectivity between Zone 3 and the bridge over Essex Regiment Way is required.

Bus Strategy

- The elements of the CGC Bus Strategy required for Zone 1 must be secured through a s106 obligation; this includes services intended to become permanent and temporary shuttle services.
- Appendix C of the Bus Strategy identifies that some of the dwellings within Parcel CH-7 cannot be efficiently served by bus services within the 400m walking distance given other parameters restricting bus routes. ECC accepts the position subject to the mitigation measures listed within the appendix being delivered and the number of dwellings limited since the parcel would naturally have a highly accessible location being central to the CGC.

DFD

- A later version than submitted has been produced. The revision should be B.

Transport Assessment and Travel Plan

- The documents are supported with the additional technical notes and strategies such as the agreed CGC Bus Strategy, which are important to the overall success of the development.
- A Car Parking Management Strategy is required and defined in the PFA; the strategy is needed to support the Movement Strategy and to align with the Garden City Principles.
- The parking standards within the outline planning application with reference to the DFD, are not comprehensive and the parking strategy needs to incorporate workplace and destination parking matters, as well as residential parking. The parking strategy should address vehicles such as powered two-wheelers, camper vans and trade vehicles, as it is recognised that each has its benefits and impacts.
- Conditions are proposed to cover cycle parking, as cycling needs to achieve triple the popularity at CGC as it does in wider Essex to achieve the core objectives; these are welcomed.

- The car club needs to play a significant role to achieve the related objectives supporting business and residents to travel more sustainably.
- The Framework Travel Plan needs to be developed in accordance with ECC's guidance. ECC provides a support service (fees secured through the s106 Agreement) to assist the local planning authority with this and the ongoing monitoring and review of the Travel Plan.
- 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. ECC notes that there is some overlap between the TPMS and the requirements in the Monitor and Manage Strategy (see below) but the overlap is not substantial enough. The entire agreed Monitoring and Review section needs to be included within the Travel Plan, as this would be the ongoing obligatory device and include other relevant monitoring such as car parking monitoring.

Monitor and Manage Strategy

- Further to the proposed infrastructure, transport services and Travel Plan, a Monitor and Manage Strategy is proposed for transport impacts arising from CGC. Work is on-going to agree this; however, ECC is supportive in principle. Details are set out in the PFA including staged targets for the core car/ non-car trip modal target; it also sets out the proposed operation of the strategy including how it would be funded (if it is required) through the performance-related Monitor and Manage Fund. Zone 3 is a Modal Share Monitoring Area for monitoring purposes and would contribute in the proportions as set out in the Strategy if its modal share targets are not achieved. The Monitor and Manage Fund is to be made up from two sources (if triggered), and the two sums are to be used for distinctly different purposes: Source 1 – s106 Developer financial contributions to a maximum of approx. £3.9 million and Source 2 – CIL Monies up to £3.5 million. The fund should be appropriately index linked to maintain its real-terms value. Source 1 was built up from cost estimates for sustainable travel measures and active travel infrastructure schemes, which are not secured separately but were all previously identified through preparation of the DFD Movement Strategy.
- ECC considers that each of the contributing items is warranted in its own right, however in recognition of the Garden Community's vision, it is agreed that contributions should only be paid if non-car mode share does not achieve pre-agreed targets (increasing to at least 60% by the end of the development). The final details of the Monitor & Manage Fund Strategy are to be agreed. In principle the precise sum in the submitted strategy document should have increased by the agreed estimated sum of £44,950 to account for the last contributing scheme to be added; however, the strategy is agreed.
- The purpose of the proposed Transport Review Group (TRG) is 'to establish a non-decision-making forum to enable the landowners, 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 principles set out in the PFA. One of its primary functions would be to make recommendations to the local planning authority on whether Monitor and Manage Fund contributions are payable (further to its review of monitoring information) and the best use for any funds accrued (not necessarily the schemes it was based on) to affect the mode share. The highway authority reserves its position, as some proposals would require it to use its powers (for example, making Traffic Regulation Orders) to be implemented; it is important, however, that the local planning authority retains responsibility for its decision to grant permission on an ongoing basis.
- One of the contributing sums to Source 1 of the Fund was based on potential measures to reinforce the Travel Plans. ECC recommends that this is initially ringfenced by the TRG for this purpose; such measures could include provision of additional car club vehicles and extra-over costs of dedicated car club vehicle spaces required for them, under the term 'Sustainable Travel Modes'. The approach would ensure a range of interventions, not necessarily all active travel infrastructure, would be implemented, if payments to the fund are triggered.

Monitor and Manage Fund & Traffic Management Strategy Package

- A Traffic Management Strategy is required by the County Council to be implemented if the observed external vehicular AM or PM trip rates are higher than the VISUM model trip rates, and the highway network is operating worse than anticipated in the consortium's junction assessments. Failure to future-proof the design may result in greater cost than necessary to the CIL fund (Source 2) required to implement an effective scheme.
- ECC would require the City Council to commit CIL funds (up to £3.5 million, index linked) to fully implement this; if triggered, implementation of a scheme may be staged to avoid excessive interventions and costs.
- The envisaged strategy would include schemes to restrict the rate of egress of motor-vehicles from the site and mitigate delays to buses; it would do this by reducing the numbers of private vehicles that are able to access the main road network from certain accesses and introducing traffic signal controls to other accesses to manage the transferred demand there. Zone 1 – it is envisaged for example, that the scheme may include the introduction of traffic signal control to the access off Essex Regiment Way, other changes would be required within Zones 2 and 3.
- The strategy would not be triggered until late in the development of Zone 2, once the active and sustainable fund schemes have been implemented; it would be the community's travel choices that generate the need for such an intervention, which would be evidenced through monitoring. A potential set of interventions should be clearly referenced in the Travel Information Packs, which need to be secured appropriately.

Site Wide Principles Document

- An amalgamated response including comments on Linking Elements between Zone 3 and Zone 2 as well has been provided to the City Council separately.

PROW Strategy for Zones 1 & 3

- ECC consider the PROW strategy to be broadly acceptable, for example, Public Footpath 33 also needs to be stopped up from its existing at grade crossing with Essex Regiment Way to its junction with Footpath 35 and its diverted end and public highway rights created across the bridge.

Technical Note 24 – Junction 19 Position Statement

- There are a couple of minor clarifications required. It would be more accurate for para. 3.4 to say, "…it is largely the opening of Section 1A of CNEB (and NRDR) which is forecast to attract traffic via this arm in the early years of CGC build out, due to the improved highway links and redistribution of existing traffic on the network. The impact of CGC development traffic on this arm by comparison is relatively minor".
- The Consortium's proposed mitigation for Junction 19 is summarised in paragraph2.2 as amended by para. 2.5, which deletes the provision of the new A12 northbound on-slip road from the proposed scheme and adds signal-controlled pedestrian/cycle crossings on the A131 north arm and widening of the A131 southbound approach to three lanes. This second addition should also state, "plus a left-turn only lane", as shown on the plan GA9 Rev. P5. The increase in the length of the flare on the northbound off-slip, allows for three lanes to approach Drovers Way roundabout instead of the two wider lanes at present. The provision of traffic signal-controlled crossings on the north arm of the Generals Lane western roundabout should make it safer and more accessible for people to cross there. In summary, ECC is assured that an acceptable design is feasible for the interchange to adequately mitigate

the impact of the development and deliverable within an appropriate timeframe, subject to funding.

- Assumptions are made in section 3 related to funding, delivery, and interim arrangements for Section 1a of the CNEB. ECC would need to reserve its position on certain of these, for example, ECC would rely upon adequate funding being made available.

Roundabout 5 Scheme

- It is proposed through the PFA that the respective apportionment of each developers contribution to the overall cost of delivering the Roundabout 5 scheme and the triggers for payment shall be secured through the Site Specific agreements and be indexed linked. The scheme is being designed to not prejudice the potential for Phase 2 of the CNEB.

Technical Note 20 Rev A – ERW Infrastructure Delivery Agreed Position Statement

- ECC's primary concern is to ensure that the Park & Ride buses and any other buses are delayed as little as possible, as they have the potential to carry the most people per hour within the road space available. Unfortunately, it is not practicable within the highway boundary to provide dedicated bus lanes through each junction and a protected active travel route whilst maintaining two way general traffic. Work has however been done to agree the phasing of necessary capacity improvements to achieve ECC's primary objective as set out in the note.
- A Stage 1 Road Safety Audit has been completed.
- ECC would agree with Active Travel England that the time and triggers need to be considered for all the applications in the CGC for the Essex Regiment Way sustainable travel improvements to account for all the applications. The full benefit of the improvements would not be realised until the Chelmer Valley Road Active Travel Route is complete; this would finish a direct, approximately 7.2km protected route for walking, wheeling and cycling to the centre (including the riverside path) from the proposed bridge over Essex Regiment Way. The Essex Regiment Way scheme in the interim, would end with a toucan crossing over Chelmer Valley Road and connecting path to Pump Lane; this would not be until 790 dwellings within Zone 1 were occupied (estimated to be in 2032), however, and until then residents would need to use the less direct routes, which are available. The priority section would be between Little Waltham Road and Pump Lane including the crossing proposed on Chelmer Valley Road, as such the list of triggers are to be fixed at an appropriate level to ensure residents can have access as early as reasonably possible.
- The speed limits indicatively shown with the technical note should not be taken as agreed; for road safety reasons, the speed limits need to correlate with the design and context of the road, and this would be substantively altered north of the new access road, not to the south pending the active travel route. ECC is developing a strategy for alterations to the speed limits of roads near to CGC through its development period and it is currently anticipated that the speed limit on Essex Regiment Way (south of Wheelers Hill) should be reduced to 50mph when the new intermediate roundabout and the toucan crossing are in place and then the speed limit should be reduced to 40mph in parallel stages with the delivery of the active travel route (in line with LTN 1/20) along Essex Regiment Way and Chelmer Valley Road, or its entirety south of the intermediate access roundabout to Valley Bridge roundabout, as appropriate.
- Essex Highways has completed an optioneering study for a Chelmsford Garden Community to Broomfield Hospital Active Travel Route. The preferred option would be between a new Toucan crossing on Main Road (approximately 60m south of Hospital Approach), following Footpath 28 Broomfield before crossing the river via a new bridge and then routing eastwards to the proposed Toucan crossing on Essex Regiment Way (approximately 240m south of Pratts Farm Lane roundabout). This is advantageous for several reasons including ease of access to the Innovation Hub and Park and Ride site.

The earlier delivery of the crossing and shared route on the east side of Essex Regiment Way leading north to Pratts Farm Lane would also be required to achieve these benefits.

Conditions

- The scheme of draft conditions has been reviewed and is agreeable.
- The Reserved Matters Content and Carriageway Construction conditions secure visibility between and for people using the movement and access network.
- ECC proposes a "Sales Marketing Literature – Sustainable Transport" planning obligation covering pre-sales information "*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*".
- ECC notes that ATE have made recommendations requesting the inclusion of conditions relating to design coding, active travel wayfinding and the village centre and roundel. ECC endorse these recommendations.

Infrastructure Delivery Plan (Movement Items)

- ECC have provided considerable input into the development of the IDP movement items within the IDP; these include highways works and active travel systems designed to support the most attractive forms of transport.
- ECC notes the importance of ensuring the provision of non-transport infrastructure and amenities across CGC for people to be able to satisfy their day to day needs locally without needing a car as much as reasonably practicable.
- Connectivity through Zone 1 to be provided very early for residents of Zone 3, including for safe routes to schools.

Zone 1 – s106 Movement Obligations

- The Garden Community already has a major sustainable transport asset close by in the form of the Chelmer Valley Park and Ride site.
- The CGC would rely upon a joint package of transport infrastructure. A major part of the highways mitigation package that Zone 1 is not due to take primary responsibility for is the delivery of the Northern Radial Distributor Road (NRDR) including works at Wheelers Hill Roundabout and the Toucan crossing and shared route to Wheelers Hill West. ECC agrees in principle to the proposed limits on the maximum numbers of dwelling occupations within Zone 1, and combined with Zone 3, before the NRDR scheme is completed and fully operational, as follows:

  558 residential dwellings on Zone 1.
  925 residential units on the combined planning applications 23/00124/OUT (Zone 3) and 22/01950/OUT (Zone 1) until the following works have been completed and are fully operational: Pratt's Farm Roundabout (Interim) Upgrading Works (IDP Item C21b), and Belsteads Farm Roundabout Junction Improvement works (IDP Item C27a).

- These would cover the reasonable scenarios limiting the traffic impact to an acceptable level. In addition, ECC agrees with the proposed review mechanism if the NRDR is proceeding materially behind the NRDR Timetable, namely:

Prior to the 300th & 458th Occupation of Residential Units on Zone 1 the Developer shall confirm the NRDR shall confirm the construction status of the NRDR and if not completed, confirm the latest timetable for its implementation, construction and completion.
if the construction is materially behind the NRDR Timetable, submit an additional Transport Assessment to ascertain whether the occupation caps set out in the point above remain appropriate.

- The matters above related to the NRDR need to be secured through the site specific S106 agreement.
- Delivery of the Essex Regiment Way Corridor Improvement Scheme (ERWCIS) is proposed to be the responsibility of Zone 1 (apart from the Wheelers Hill/ Northern RDR improvements).
- Technical Note 20 (TN/20) only proposes triggers related to Zone 1. Due to likely phasing though, ECC would accept that only Zone 1 and Zone 3 need to be subject to S106 obligations for delivery of the ERWCIS.
- In relation to active travel improvements for ERW, ECC would agree with ATE that the time and triggers need to be considered for all the applications in the CGC for the Essex Regiment Way sustainable transport improvements and account for all the applications. Triggers are to be fixed at an appropriate level to ensure residents can have access as early as reasonably practicable. It is acknowledged that only Zone 1 can deliver the pedestrian cycle bridge over Essex Regiment Way and direct routes from it linking to Zone 3.
- A new ATR across the Chelmer Valley is needed by all three zones and "triggers to be fixed at an appropriate level to ensure residents can have access to it as early as reasonable possible", as recommended by Active Travel England are endorsed. ECC also agrees with ATE's specific recommendations for this item including the need for funding to undertake design work in good time to progress this community-linking scheme.
- ECC agrees in principle to a financial contribution toward improvements to an active travel route via Mill Lane to Broomfield Hospital. This is likely to utilise the path between Glebe Crescent and Main Road and include a crossing on Main Road.
- The County Council's costs associated with the making of orders and agreements that may not otherwise be secured through highway legal agreements need to be secured.
- The ECC response includes a table which sets out the County Council's recommendation for the maximum number of dwellings in total between Zone 1 that should be occupied before each of the infrastructure items listed needs to be delivered by Zone 1, if not already delivered. These have been agreed in principle and need to be captured in the site specific S106 Agreement.

<u>Energy and Sustainability</u>

- ECC has positively engaged with CCC and the applicant on draft conditions relating to energy and sustainability matters and these are agreed.

<u>Flood Risk and Drainage</u>

- Discussions have taken place with CCC and the applicant on the draft conditions, in order to address ECC concerns on flood risk matters, and these have now been agreed.

<u>Minerals and Waste Planning</u>

- ECC raised a holding objection to the planning application in our initial response and provided further comments on the proposal within our supplementary responses. Positive discussions have taken place with regard to draft conditions, in order to address ECC concerns on minerals matters.

- We note that draft conditions relating to a communications plan and sales marketing literature have subsequently been removed, and we have been advised that these provisions would be included within the S106 agreement instead and note their inclusion within the draft S106 Heads of Terms. We are content with this, as these obligations would make prospective purchasers and residents within 250m of the extraction area of Bulls Lodge Quarry being fully aware of its existence and help minimise adverse impacts on residents within the development due to minerals workings.

Waste Management

- ECC has no further comments to make.

Environment and Green Infrastructure.

- ECC has no further comments to make.

Summary

ECC has positively engaged with CCC and the applicant to discuss areas of concern raised in our previous corporate responses to this application. A number of issues have been discussed at length and can be resolved to our satisfaction through the application of the draft conditions and/ or S106 obligations. Both the draft conditions and S106 Heads of Terms which have been agreed, and agreed in principle, respectively. We therefore have no outstanding issues with this planning application.

Should a resolution to grant planning permission subject to the S106 agreement be approved by CCC's Planning Committee, we would welcome early engagement in S106 negotiations to ensure that the required obligations to mitigate the impact of this development are satisfactorily addressed.

Previous responses were received on 27.03.25, 13.12.24, 06.12.24, 11.10.24, 09.08.24, 24.05.24, 08.04.24, 27.03.24, 09.02.24, 11.12.23, 01.12.23, 18.10.23, 05.10.23, 11.09.23, 29.03.23, 31.01.23 and 08.07.25

Essex County Council Historic Environment Branch

Comments
12.06.25, 29.11.22 The ECC Historic Environment Branch have reviewed the additional documents submitted and have found no reason to alter the conditions and recommendations in the previously submitted correspondence. Significant archaeological remains have been shown to be present on the site and require a programme of mitigation in the form of excavation areas and/or preservation of archaeological remains in situ. Areas within the development site that have not already been the subject of archaeological trenching should also be trenched as part of this mitigation phase, to assess the presence of any further remains. An archaeological mitigation strategy should be produced for approval by the local planning authority; once approved, the development should be undertaken in accordance with this strategy.

Active Travel England

Comments
26.06.25 Active Travel England (ATE) recommends approval of the application, subject to 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. ATE considers it essential that the targets, key commitments and contingency measures are captured within the s106 Agreement. Key to the development is the provision of links to existing facilities outside the development, facilities proposed in other zones of the Garden Community and within this application site that will be detailed at reserved matters. <u>Essex Regiment Way Sustainable Transport Corridor (ERWSTC)</u> • The proposed trigger points mean that up to 790 dwellings within Zone 1 and a similar number in Zone 3 could be built before the southern section (Phase 2) of the footway/cycleway is provided and connected into Springfield via crossings around Nabbotts Farm roundabout. • ATE recognises that viability issues may be instrumental in this decision, however, this should be balanced against the needs of residents to get to facilities outside the development, whilst those within the development are limited, and also the safety of people walking, wheeling and cycling on the route who may then continue to Springfield along ERW with no infrastructure to protect them. The trigger point should be reconsidered and/or mitigation agreed to ensure the safety of users. • The connecting route to the town centre along Chelmer Valley Road is to be provided by other zones. <u>Broomfield Corridor & Connection to the Hospital</u> • ATE recognises the importance of this route in connecting to hospital (a significant employer) and providing a route to connect Broomfield to the new facilities in the Garden Community including the employment and open spaces. The most direct route across the valley requires land that is not in highway and not within control of the applicant, as such ATE supports the approach that contributions be taken to deliver the off road route, while the developer undertakes a scheme of works to improve the route, as far is possible, via Mill Lane (route A1). <u>Village Centre and Roundel</u> • The success of the Garden Community as a place where people choose to walk, wheel and cycle for the majority of internal trips will be reliant upon the community facilities and central areas as attractive places which are easily accessible and designed around the needs of people. ATE welcomes the improved active travel links to the village centre. The detailed design of the roundel is for the reserved matters stage of the application, however given that the aspirations of the applicant are to have an area that is shared by all modes and not dominated by vehicular traffic, ATE recommends that disability

- groups and other local groups are engaged in the design process to ensure that their views are taken into account at an early stage and that the design is of the highest quality and avoids unnecessary conflict between modes.

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.
- Pedestrian and Cycle Bridge over Essex Regiment Way
- Essex Regiment Way Sustainable Transport Corridor
- Broomfield Active Travel Route via Mill Lane
- Cross Valley Route
- Village Centre and Roundel
- Travel Plan
- Detailed Active Travel Infrastructure within the Site

ATE previously commented on 08.04.24, 14.02.24, 20.08.23, 21.07.23 and 19.06.23.

National Highways

Comments
5.12.25 Following ongoing discussions with Essex County Council, the DfT, Ministry Homes Communities and Local Government and Homes England, National Highways has advised that they are now satisfied that their previous holding response in relation to Zones 1 and 3 can now be removed. The holding response was in place whilst suitable trigger points for the delivery of an agreed mitigation scheme at A12 Junction 19 were being established. The National Highways planning response will include a condition requiring National Highways agreement to the content of the PFA, which is linked to site specific s106 Agreements. Additionally, a condition will require that Section 1a of the proposed Chelmsford North-East Bypass remains restricted to bus use only until practical completion of the A12 Junction 19 Scheme, subject to the necessary legal processes. National Highways has advised that if the latter cannot be secured for any reason, agreement with National Highways would be needed to implement an alternative solution. The letter provides provisional confirmation of the position whilst the PFA is being drafted by Chelmsford City Council, Essex County Council and the developer consortium. National Highway's agreement remains subject to the completion of a legal review of the PFA. The key provisions of the PFA relevant to National Highways are as follows: • Zones 1 and 3 are subject to a trigger limiting occupation to no more than 558 dwellings until the Northern Radial Distributor Road (RDR) is completed and open to traffic. • Section 1a (Chelmsford Bypass) shall remain restricted to bus use only until the Junction 19 Scheme is practically completed, subject to the necessary legal processes.

National Highways are currently reviewing a proposal to include an occupation restriction of 875 dwellings on Zone 2 in relation to the strategic road network and it is hoped that the holding response in relation to this zone can be removed shortly. National Highways will endeavour to be in a position to remove the holding objection on Zone 2 by the Planning Committee on 15th December.

Regarding the funding contribution towards the mitigation scheme at A12 Junction 19, National Highways is unable to provide definitive confirmation at the present time.

National Highways core funding is set through the Road Investment Strategy (RIS) process, normally in 5 year cycles called Road Investment Periods. The start of the next 5 year Road Investment Period (RIS3) will begin in April 2026. A draft RIS3 was published in August, outlining a key role the RIS has in supporting the Government's missions and critical work to enhance, renew and maintain the strategic road network, which includes a key role in supporting the Government's housing goals. The draft RIS3 set out the public funds available for the period (April 2026 – March 2031) of £24.983 billion. RIS3 is due to be published in March 2026.

Any funding for the scheme's construction, understood to be required from 2027/28 would need to come from available RIS3 allocations, once this is confirmed and will be subject to normal governance and due diligence arrangements.

Given the timescales involved and the alignment between the project and the likely RIS3 outcomes supporting the Government's housing priorities, National Highways will continue to work with Essex County Council and Chelmsford City Council to enable necessary preparatory work, including further design development to be continued. The pace could therefore be maintained in seeking the contribution in the required timescales, whilst enabling National Highways to undertake further assurance.

National Highways recognise the substantial potential for the project in Essex to support national housing growth and can commit to supporting the authorities in seeking to secure the funding within the required timescales.

Previous responses were received on 02.02.23, 27.03.23, 05.06.23, 05.12.23, 21.03.24, 20.09.24, 01.11.24, 23.01.25, 15.08.25, 26.09.25 and 30.10.25.

Essex Bridleways Association

Comments
03.02.23 The Essex Bridleways Association (EBA) has commented as follows: • Disappointment and frustration as to the total apparent disregard in the plans for equestrians and their requirements. • Great store is placed on the provision of routes for cyclists and pedestrians, but nothing in the plans for equestrians, in the interests of equality, multi-user routes should be considered more widely. • Opportunity to link the green space parks in the proposed zones to afford an equestrian friendly network. The EBA would advocate a route which would allow equestrians the ability to ride a link route from, and through, Channels Discovery Park (Zone 1), Park Farm Meadows and Dukes Wood Nature Park.

- The routes should be multi-user and capable of being used for wider recreational forms.
- Riders do use the lane network which link into Bridleways 37 Springfield, and 22, 23, and 48 Boreham; the inevitable increase in traffic volumes as a result of development is of huge concern from a safety perspective.
- Concerns regarding the main road crossing of Domsey Lane, which is a single carriageway rural lane and well used by equestrians. The proposed discovery trail would also bring increased traffic within the narrow confines of the lane and will be dangerous.
- The proposed crossing of Essex Regiment Way for pedestrians and cyclists should be a Pegasus crossing to enable horse riders to utilise it, this would future proof the crossing; inequitable to exclude equestrians from a multi-user crossing.
- Bridleway 55 Little Waltham has been excluded from the PROW drawing.

Cycling Action Group

Comments

14.08.23

Essex Regiment Way Bridge

- The curve radius on the cyclist bridge ramp needs increasing to comply with the DMRB CD353.
- The cyclist part of the path should be put on the outside of the curve because pedestrians will want to take the shortest route.
- The drawings should be amended to show segregation of pedestrians by kerb, or level difference, to prevent wheeled vehicles cutting across them.
- Materials and colours to be used for surfaces, structures and parapets should be stated.
- The erroneous annotation of the drawing 'minimum (cyclist) headroom 4.5m in accordance with LTN 1/20 should be corrected.
- Clarification should be provided regarding when the cycle/pedestrian bridge ramp will connect to a hard-surfaced all-weather path on the western side of Essex Regiment Way.

Cycle Routes

- Cycle routes should be revised/amended to maximise convenience, directness and feeling of security. The access plan shows some cycle routes as peripheral, circuitous and through remote, unoverlooked open space.
- A direct primary segregated cycle route approach to Beaulieu Park School from the Belsteads direction should be provided; rectify a current important missing link in the cycle network.
- Direct cycle routes to Beaulieu Park Station should be provided and available before the station comes into operation.
- A direct cycle route should be provided to Broomfield Hospital from the Belsteads area.

Conditions

- All cycle routes should be conditioned to be usable by cargo bikes.
- All cycle routes should be conditioned to be segregated from pedestrians for the safety and convenience of all users, including those of impaired hearing or vision, as specified in LTN 1/20, cycles must be treated as vehicles, not pedestrians.

- Cycle routes should be conditioned to be well-lit. Routes should not be located where there will be opposition to them being lit.
- Implementation of cycle direction signage to agreed key destinations to be conditioned.
- Off-site and on-site cycle routes should be made available before first occupation of development (to facilitate and maximise the habit of active travel from the outset); this should be conditioned.

The Cycling Action Group previously commented on 30.01.23.

Ramblers Association

Comments
15.06.25 The Ramblers Association wishes to review future reserved matters and ongoing addendums to Technical Note 8. No further comments at this stage. The Ramblers Association previously commented on 26.01.24, 09.08.23 and 07.12.22.

Essex and Suffolk Water

Comments
27.05.25 Essex & Suffolk Water has assessed the impact of the proposed development on its assets and the capacity within its network to accommodate demand arising from the development. ESW are legally obliged, under the Water Act, to provide water connections to all domestic dwellings in their region. The Garden Community applications contribute to the total of 18,800 new domestic properties within the Local Plan, for which ESW need to undertake infrastructure improvements to the supply. The work is necessary both to supply water to new properties and to ensure water supplies to existing customers are not compromised. The phasing of the developments will be critical to Essex & Suffolk Water and will need to be carefully managed to avoid any supply issues. ESW are fully committed to supporting economic development within the region and are continually investing in infrastructure improvements to distribute water around the Chelmsford network. ESW strongly encourage and are keen to support the council, developers and NAVs to adopt building designs that meet a challenging but achievable target of 90 litres of water per person per day (per capita consumption), as proposed in the draft Chelmsford Local Plan, and to help monitor post occupation water consumption to ensure that the builds are as water efficient as possible. ESW encourage and are keen to work with developers/NAVs around minimising consumption of water during the construction phase to enable it to minimise the predicted impacts to new and existing customers.

ESW previously commented on 14.06.24 and 25.04.24.

Anglian Water Services

Comments
24.01.23 No assets owned by Anglian Water within the development site boundary. No objections subject to a condition requiring the submission of a phasing plan prior to any construction above damp course level to avoid any adverse impact on the drainage infrastructure.

Environment Agency

Comments
11.01.23 No objections but have commented as follows: <u>Biodiversity</u> • Concerns regarding the plans to fill in reservoir P7. Resources should be put into improving existing wetland habitat; if this is not viable then a large wet feature of equal or better habitat, which would accommodate the displaced large wildfowl, should be created. <u>Water Resources</u> • Evidence indicates that groundwater abstraction to meet current needs of the population is already in some cases causing ecological damage to Water Framework Directive designated waterbodies or there is a risk of causing deterioration in the ecology if groundwater abstraction increases. The development has the potential to increase abstraction from groundwater sources. • Consideration should be given to whether the water resource needs of the proposed development alone, and in combination with other proposed development that the relevant water company is being proposed to supply, can be met sustainably without adverse impact to waterbodies and chalk streams. The EA are unable to advise with confidence that further development will not harm the water environment, until it can be shown sustainable water supplies can be provided. • The local authority should have regard to River Basin Management Plans and be satisfied that adequate water supply exists to serve the development.

Homes England

Comments
No comments received however, Homes England have been actively involved in conversations on a number of matters including the PFA, IDP, viability and Stewardship during the lifetime of the application.

NHS Mid and South Essex Integrated Care Board

Comments
4.12.25 • Developments to fully mitigate their impact on healthcare infrastructure • Acknowledge that financial viability of the development is challenging • Wish to support development process though not equipped to build new facilities and burden ongoing premises costs • Request proposed healthcare facilities are transferred to NHS at as close to nil cost as possible • Request further clarification on proposals of a "rent free period" and "service charge fixed period" in relation to first health centre to be provided in CGC. Acknowledge these will help with management of additional costs • Principle of rental pricing to reflect market sector rent is not acceptable as this cost is not affordable to ICB which may result in NHS to decline option to lease the health centres • Suggest revised principles to secure degree of certainty: o -"Rent-free period should be no less than 5 years o -No increases should be made to service charges for a minimum of 5 years o -Rent paid by the ICB should be no more than 20% Market Rent taking into account the DV valuation of healthcare buildings." • Anticipate that ICB will soon be able to accept the freehold of a new build facility - keep in mind for consideration in development of 2nd CGC healthcare facility • Agree to use £253,900 that was secured on permission 20/02064/FUL towards first healthcare facility on CGC with caveat that it needs to be large enough to cover the demand generated from Woodhouse Lane development, and that ICB should not pay rent on this facility • Acknowledge proposal for 2 healthcare facilities: one on zone 1 of 536m2 net internal area and one on zone 3 of min 577m2 agree these are suitable quantum of primary healthcare space for the developments • Usually seek new buildings of 700-1000m2 as these are more viable, but agree to relax these requirements as the main healthcare facility of CGC is scheduled late in the development meaning patient growth from earlier development would put strain on existing facilities • The trigger for delivery of the first healthcare facility is set at occupation of 350th dwellings in zone 1 - not 450th as suggested by developers • Between the delivery of the first and second healthcare facility, there will be a period of defect in provision. The cost to mitigate this • Cost was based upon July 2025 trajectory. However, with updated figures in November 2025 trajectory, the cost now would be £1,721,296.88. Any delay in the delivery of the second healthcare facility would further exacerbate this cost. Suggest a review mechanism for this cost included in S106.

Essex County Fire & Rescue Service

Comments
29.01.24 Essex County Fire and Rescue Service has commented as follows: <u>Access</u> • The plans supplied provide insufficient detail to comment on access for Fire Service Appliances; it is therefore, not possible to fully confirm compliance at this time. Detailed observations on access and facilities for the Fire Service will be considered on submission of suitable plans, and this will require access to accord with Approved Document B. • More detailed observations on access and facilities for the Fire Service will be considered at Building Regulation consultation stage. <u>Building Regulations</u> • 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. <u>Water Supplies</u> • The architect or applicant is reminded that additional water supplies for firefighting may be necessary for the development. The applicant is advised to contact the Water Section at Service Headquarters, tel: 01376 576000. <u>Sprinkler Systems</u> • 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. Essex County Fire and Rescue Service previously commented on 25.08.23 and 22.12.22.

Essex Police – Strategic Planning

Comments
01.03.23 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: ▪ To work with planners, architects and developers to ensure that new developments in Essex provide a mix of well-designed homes, open spaces and promote neighbourhoods that consider community safety. ▪ Prevention of crime and disorder is supported through well designed places that include the provision of a sense of community and safety. ▪ Secured by design and police crime prevention initiatives are incorporated. ▪ Proactive police service-related communication to new residents is encouraged. ▪ Affordable housing for key workers is accommodated. ▪ All work, education and public spaces are well designed and promote safe communities. ▪ Collaboration to ensure roads are designed to improve safety. ▪ Inclusion of electric charging vehicle points. ▪ Promoting the concept of a shared community estate. ▪ Encourage effective engagement between Essex Police, developers and Local Authorities as early as possible. ▪ Implement a crime impact statement within the DAS. Designing Out Crime & Secured by Design • Essex Police strategic team would seek to design a development that achieves sustainable reductions in crime. Traffic Management Considerations • 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 which helps to achieve the Essex Police aim of reduced road related deaths to zero.

Essex Police - Designing Out Crime

Comments
06.02.23 • Perception of crime and the fear of crime can be an influential factor in determining the synergy and ongoing sustainability of the wider community. Essex Police recommend adopting crime as a material consideration and the foreseeability of crime throughout; in doing so will maximise on the opportunity to apply 'Crime Prevention Through Environmental Design' (CPTED) practices. <u>Masterplan Observations</u> • Prior to the creation of the Design Code and adoption of Site Wide Principles Document, the Designing out Crime Team would welcome consultation as part of the planning process regarding the below components of the Masterplan design. • Park and Ride Expansion: Essex Police would welcome early engagement to ensure the necessary crime prevention measures are adopted within the provision regarding indicative boundary treatments, landscape provision, access and permeability and Park Mark Accreditation to assure low crime in this area. • House Design and Layout: Due consideration is requested when designing the housing provision within the design layout towards the orientation and positioning of dwellings; increasing the opportunity for natural surveillance, community interaction, engagement, and environmental control. • Channels Discovery Park and Public Realm Provision: Essex Police acknowledge the proposed public realm and green architecture proposals and recommend that landscape provision is carefully considered. Planting design should take full account of all other opportunities for crime which it may generate. The approach should be supplemented by practiced management and maintenance plans. Essex Police would welcome the opportunity to liaise regarding the green and blue architecture and appropriate landscaping plans (inclusive of Channels Discovery Park). • Design of the Primary School Provision and Associated Grounds: Essex Police would welcome consultation regarding the design, layout, and security specification in relation to the school provision, ensuring that consideration of principles and accreditation to Secured by Design Schools. <u>Road Layout and Emergency Service Access</u> • Essex Police Roads Policing Team - Due to the magnitude of the proposed infrastructure required to support the development, the DOCO would recommend liaison with the Essex Police – Roads Policing Team regarding any potential impact onto the road network. • Safe System Approach – Consideration to be given to this approach, when designing local roads in and around the development taking into consideration the various road user groups who wish to access these roads. • Routing - Essex Police acknowledge that throughout the design, consideration has been given to ensure that 'Private vehicles are prevented from taking short cuts through residential areas, and funnelled towards the strategic roads, away from minor routes and streets'. Essex Police would request that in line with this concept thought is required for the provision of Emergency Service Access; essential that vehicles gain rapid access to any incident occurring within the whole development and surrounding neighbourhoods. • Enforcement - Imperative that any enforcement strategies (such as parking enforcement and low speed limits) are self-policing and enforceable. Emergency Services should not be overburdened to overcome inadequacies in safety management, access control or enforcement.

Health Impact Assessments

- Health and Wellbeing - Constructing well designed places, buildings and communities that promote both sustainable communities and health and wellbeing is an objective that the DOCO widely supports; however, it is imperative that they must also be safe, secure, and accessible.
- Documents - Inclusion within the HIA for consultation with the DOCO to substantiate and evidence the strategic statements is welcomed. Collaborative working will ultimately satisfy the evidential requirement and assist in promoting equality across the development, (reflecting upon the Violence against Women and Girls Agenda) ensuring that spaces are created for the benefit for all, whilst being safe and secure.

Phased Construction

- Delivery - Essex Police are cognisant of the proposed 9 year phased construction of the development. A robust security regime will be fundamental to ensure the development does not encourage crime. Security plans and policies will be required for not only the various land parcels, but offices, mechanical plant, machinery, building supplies, tools, and other vehicles.

Safety - Secured by Design (SBD)

- Secured by Design - Welcome the developer's reference within the Design and Access Statement to Secured by Design and the application of the Seven Attributes to sustainable design. The Designing out Crime Team would welcome consultation regarding the above matters. Essex Police would welcome that throughout the entirety of the development that all new homes, schools and retail/commercial provision achieve the applicable Secured by Design accreditation. SBD ensures that minimum security standards are adhered to, whilst supporting sustainability and carbon reduction agendas.

Natural England

Comments
10.07.24 Natural England is satisfied that the specific issues raised in previous correspondence have been resolved and the updated HRA is now acceptable. The identified impacts on internationally designated Essex coastal sites can be appropriately mitigated with on-site measures and measures secured via planning conditions, or obligations as advised. Zone 1 will provide 33.16 ha of green infrastructure/public open space, circular walks of 3.26 km and other features designed in accordance with Thames Basin Heath Suitable Alternative Natural Greenspace (SANG) guidelines as set out within the HRA and the Green Infrastructure Strategy. Natural England are satisfied that this SANG provision is satisfactory for the proposed 1500 new dwellings within Zone 1. 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 Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy (RAMS).

A commitment to payment of the appropriate Essex Coast RAMS tariff prior to commencement of development will need to be secured by condition or obligation.

The greenspace provided as mitigation for impacts on designated coastal sites does not count towards biodiversity net gain but can contribute to no net loss.

Natural England has previously commented on 19.03.24 and 13.02.23.

Essex Wildlife Trust

Comments
21.02.23 Essex Wildlife Trust has commented as follows: <u>Essex RAMS</u> • The site falls within a Zone of Influence of one or more European designated sites scoped into the Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy (RAMS). A Habitats Regulations assessment (HRA) must therefore be undertaken before permission is granted. <u>Loss of Reservoir P7</u> • Concerns regarding the proposal to infill reservoir P7 which would result in the loss of an important wildlife resource. The valuable wetland should be retained; if this cannot be achieved additional wetland habitat which can support waterfowl should be created. New wetland habitat should be provided which is the equivalent to, or better than, the habitat to be lost. <u>Biodiversity Net Gain</u> • Developments of this scale should include provision of well designed open space/green infrastructure. The scheme should provide a minimum biodiversity net gain of 10% but the EWT would expect 20% in a development of this size. The scheme should also deliver wider environmental gains as outlined in the NPPF. <u>Green Infrastructure (GI) Provision</u> • GI should be a primary consideration in the planning and development of the Chelmsford Garden Community and central to the design of Zone 1. The GI needs to be properly funded at the outset and provision must be made for long term maintenance and management. • The following standards should guide the planning, development and operation of Zone 1 and the wider Chelmsford Garden Community. ▪ All streets and roads should be tree lined (utilising native species wherever possible) unless there are sound technical reasons preventing this. The full contribution of road verges to GI should be realised and land allocations should both allow for this and accommodate underground services and sight lines.

- All buildings, structures and underground services should be constructed to standards that minimise the risk of structural damage from subsoil movements caused by tree roots, drought or waterlogging.
- All hard surfaces should be permeable unless there are sound technical arguments overriding this requirement.

- Zone 1 should also include:

  - A range of semi natural spaces, including designated local nature reserves, which provide passive recreational access to a variety of habitats incorporating appropriate education facilities or features to encourage school use. A network of greenways to connect the larger open spaces.
  - Pocket parks providing social and amenity space, possibly associated within toddler play areas.
  - Natural green spaces and wild or free play areas in the urban setting.

- The GI should contribute to biodiversity gain by safeguarding, enhancing, restoring and creating wildlife habitat and by integrating biodiversity into the built environment. Green buffers, and other mitigation measures, should be introduced to distance the development from sensitive wildlife habitats.
- The GI network should be designed to support the dispersal and migration of individual species and species population and include accessible spaces which are attractive and engaging and encourage active travel.
- Long-term management of the wildlife habitats needs to be secured so that they achieve their planned objectives and remain in good ecological condition for the future.

Options to consider for GI design and implementation :

- Create multifunctional habitat on buildings to provide high quality wildlife habitat.
- Include bat and bird boxes to all houses.
- Ensure that streets are tree lined.
- Incorporate insect attracting plants and hedgerows.
- Include hedgehog friendly features such as gravel boards.
- Avoid impermeable surfaces.
- SuDs should be designed as focal points and enhanced for biodiversity.
- Harvest, store and re-use rainwater in low carbon systems.
- Create a high quality town park within the overall garden community.
- Create natural green spaces
- Create a range of sports pitches.
- Create larger scale natural habitat within informal open spaces such as country parks and play spaces.
- Semi natural spaces should include passive recreational access and a variety of habitats.
- Habitat should be created around existing assets.
- Create verges of priority habitats.
- Provide wildlife friendly allotments.
- Buffering sensitive habitats.

Historic England

Comments
14.12.22 Historic England suggests that the City Council seeks the views of specialist conservation and archaeological advisers on this application.

Sport England Eastern Region

Comments
28.05.24 Significant amendments have been made to the application in relation to community sports facility provision since the initial response in December 2022. <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: • Community Building Minimum Specification • Off-Site Financial Contributions • Community Use Agreement for Use <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> • Sports Strategy - The application's proposals for community sports facilities are principally set out in the Powers Farm, Chelmsford Combined Zone 1 and 3 Sports Strategy (January 2024 – Revision 02) although other documents are of relevance. Sport England seeks to ensure that the development meets any additional community sports facility needs that are generated by the development in accordance with the NPPF. • 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. • 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 102 of the NPPF.

Outdoor Sports Provision

- Outdoor Sports Provision - The application's approach to meeting the additional outdoor sports needs generated is, as set out in detail in section 5.0 of the submitted Sports Strategy, focused around providing formal outdoor sports provision at the Great Belsteads Sports Hub which will be a 6.18 ha area of open space in the Zone 3 area of the Garden Community at the northern end of the proposed Discovery Park adjoining the Zone 1 area. The sports hub is intended to meet the outdoor sports facility needs of the adjoining Zone 1 area of the Garden Community.
- Outdoor Sports Strategy - The submitted Sports Strategy for Zones 1 and 3 has been prepared in consultation with the City Council and Sport England and is considered to meet the requirement to set out the provision for each zone although this will need to be considered in conjunction with the emerging sports strategy that is being prepared to support the Zone 2 planning application.
- Quantity of Provision - A 6.18 ha site for the sports hub is proposed within the Zone 3 planning application which will comprise playing pitches, a pavilion, ancillary car parking, a children's play space, circulation, landscaping and spectator space. An illustrative layout of the sports hub has been included in Figure 5.1 of the Sports Strategy. The layout shows how three senior football pitches, three junior football pitches, a 9 wicket cricket square and outfield area, two cricket practice nets, a pavilion, car parking, a NEAP and external works could be accommodated within the site. While the operators of the sports hub may choose to mark out alternative football pitch layouts in practice to meet local demand, the illustrative layout demonstrates that the pitch requirements and ancillary facilities set out in the Development Framework Document could be accommodated within the space available at the sports hub site. Sport England is satisfied that the sports hub could accommodate the quantity of provision required.
- S106 Agreement - A planning obligation for the Zone 3 application will need to set out the minimum number and size of pitches that the sports hub should be designed to accommodate, as well as the ancillary facilities, in order to ensure that the detailed scheme that is progressed at the reserved matter stage can deliver these pitches in practice. The planning obligation will also need to address matters relating to playing pitch construction, pavilion specification, car parking and ball strike as set out in response to the Zone 3 application.
- Demand - The Great Belsteads Sports Hub would provide for the additional demand generated by the Zone 1 application development for natural turf football and cricket pitches however, the additional demand generated by other sports would be met off-site elsewhere.
- All Through School & Joint Use Provision - Zone 2 of the Garden Community proposes an All Through School, which would include sports facilities that would be available for community use. The facilities would include a MUGA that could be used for tennis and netball and two 3G artificial grass pitches. The intention is that the facilities provided at the All Through School would meet the additional demand generated by all three zones within the Garden Community, not just Zone 2. Proportional financial contributions would be secured from the developments in Zones 1 and 3 to deliver these facilities; in relation to tennis, netball and artificial grass pitches (for football training) it is therefore considered that the proposals within the Zone 2 application would offer potential to meet the additional demand arising from Zone 1 for these outdoor sports facilities.
- Financial Contributions - A number of governing bodies have advised Sport England that off-site provision in the form of financial contributions being secured towards increasing capacity on existing sites in the Chelmsford area would be more appropriate than on-site provision being made within the Garden Community, as advised by several sport's governing bodies. The RFU and England Hockey have 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.

- Off-Site Facilities - 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 - No on-site proposals for dedicated indoor sports provision are included within the application, however, Zone 2 of the Garden Community proposes that a 4 court sports hall would be provided at the All Through School site, which would be designed to Sport England's recommended dimensions rather than DfE guidance for educational sports halls. The school would also include an activity studio and would offer potential for a fitness suite; like the shared use outdoor sports facilities, it is intended that the school facilities would help address the additional demand for indoor sports facilities generated from all three of the zones in the Garden Community.
- Great Belsteads Village Community Centre - The community building within Great Belsteads Village Centre would also be designed to accommodate some indoor sports; this is expected to be for sports such as dance, fitness and martial arts that would be suitable in a multi-functional community hall rather than sports that require a large playing area or minimum internal heights such as badminton, netball, basketball etc. Space provided in the local centre in Zone 1 could also accommodate a commercial fitness suite (gym); in order to ensure that the community building is designed so that it is suitable for indoor sports in practice, a planning obligation should set out a minimum specification for the community building.
- Facilities - The proposals are acceptable in principle to meet the Garden Community's needs for indoor sports facilities such as sports halls, activity studios and fitness suites but there are some outstanding matters that need to be addressed and/or provision will need to be made for securing these facilities through a planning permission.
- Swimming Pool Need - Based on Sport England's Sports Facility Calculator is estimated that the collective population generated by Zones 1-3 in the Garden Community development (13,200 population on the basis of up to 5,500 dwellings at 2.4 occupants per dwelling) would generate demand equivalent to around 0.67 swimming pools or 2.69 lanes of a pool which is a substantial proportion of a new facility.
- Swimming Pool Provision - Current and future needs for swimming pool provision in Chelmsford are being considered as part of the review of the Council's Indoor Sports Strategy. The strategy has not been completed yet, however, the needs assessment that supports the strategy, which is considered robust has identified that existing swimming pools within Chelmsford would have the capacity to meet the additional demand generated by the Garden Community and other growth in Chelmsford over the period to 2041, however, this would only be the case if all of the pools that currently have community access are maintained. Due to the age of some of the pools, there is a risk that they may close in the medium to long term unless investment is made into their refurbishment and maintenance.
- Financial Contributions - The most appropriate solution for meeting the development's needs would be for proportional financial contributions to be secured towards enhancing and maintaining the existing pools in Chelmsford so that these pools remain fit for purpose and available for use by the time the Garden Community is occupied. The Council's new Indoor Sports Strategy when published is expected to provide detail on potential solutions to addressing additional demand for swimming pools.

The submitted Sports Strategy has demonstrated that the majority of the additional demand for sports facilities generated by the proposed development would be met off-site in either Zones 2 or 3 of the Garden Community or 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:

1. Community Building Minimum Specification

The City Council has indicated that a specification similar to the one that was used for the recently built community centre in the adjoining Beaulieu residential development would be appropriate for meeting both indoor sports and wider community requirements. Sport England considers that the specification used for the Beaulieu community centre would be appropriate for ensuring that the facility can be used for indoor sport as it was comprehensive and covered the key sport related facility requirements, however, it is requested that the specification makes provision for the detailed design of the community building including the flooring, walls, windows, ceiling, lighting and ventilation to accord with Sport England's Village and Community Halls Design guidance.

2. Off-site Financial Contributions

- Proportionate financial contributions to be secured towards the delivery of the Great Belsteads Sports Hub within the Zone 3 application and the sports facilities (these will include, but will not be limited to the sports hall, activity studio, fitness suite, artificial grass pitches, multi-use games area, ancillary facilities and parking at the proposed All Through Achool) proposed within the Zone 2 application that will also serve the community sports facility needs of Zone 1
- Rugby Union: CIL receipts or proportionate financial contributions towards facility projects that will improve the capacity of rugby pitches and supporting facilities at Coronation Park. The projects should be informed by Chelmsford City Council's new Playing Pitch Strategy when completed.
- Hockey: CIL receipts or proportionate financial contributions towards facility projects that will improve, or maintain, the capacity of the artificial grass pitches and supporting facilities at Chelmer Park or Chelmsford Hockey Club. The projects should be informed by Chelmsford City Council's new Playing Pitch Strategy when completed.
- Swimming Pools: CIL receipts, or proportionate financial contributions, towards capital projects that will enhance or maintain the capacity of existing swimming pools within the Chelmsford area. The projects should be informed by Chelmsford City Council's new Indoor Sports 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.

3. Primary School

The proposed primary 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, whilst principally for school use, would be designed for primary school aged children and should not be considered as a substitute for dedicated community facilities; they would offer the potential to complement provision made for dedicated community sports facility provision. Limited detail has been provided in relation to the primary school site, however, to ensure that the school's facilities are secured for community use in practice, Sport England would request that any planning permission makes 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.

4. 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.

5. 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.
- 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.
- 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.

6. 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.

Sport England has previously commented on 13.03.24, 17.01.24, 16.08.23, 01.08.23 and 12.12.22.

Local Residents

Comments

Thirty-one representations have been received raised objections to the application, two of these representations neither object nor support the application. The following matters and concerns were raised.

Highway Matters

- Bus Service - Unlikely to reduce car use.

Active Travel

- Cross Valley Route - A route over the valley including a bridge over the River Chelmer would be much more preferable and direct for cyclists.
- Little Waltham - The route through Little Waltham is significantly longer and would deposit cyclists at pinch points on Blasford Hill.
- 15 Minute Neighbourhoods - The proposal for 15 minute villages is unrealistic as people will only walk if they feel safe.

Domsey Lane

- Review - Residents do not consider that they have been given adequate time to review documents and have been given lots of detailed documents to review at the last minute. The application should be rejected until such time as proper consultation with residents has taken place.
- Character - The proposals do not appropriately address the impacts of traffic on Domsey Lane or recognise its rural and narrow character.
- Building Heights & Density - Domsey Lane is characterised by well-spaced detached properties. The plans indicate far higher building density in the surrounding parcels which would not be in keeping with the area. The proposed houses close to Domsey Lane would be too tall and should be restricted to no more than two storeys.
- Discovery Trail - The lane should not be a Discovery Trail as there is no footpath for pedestrians.
- Impacts on Residents - Residents do not consider that proper consideration has been given to the impact of the proposal on existing residents. Assurances were given to residents at Policy Board to protect the lane and its character it is considered that these have not been upheld.
- NRDR - The NRDR will truncate the lane and create significant access issues for residents.
- Road Design - The proposed crossovers and new junctions will have an impact on the rural character of the charming tree lined lane.

- Crossings - Concern that there may be future crossings outside of those shown in the plans. Clarification as to whether the number of crossings of the lane includes the introduction of Cranham Road, which already intersects the lane; if more are allowed then the lane would exist in name only. Bare minimum of crossings should be considered.
- Future Development - Confirmation is requested that there will be no further crossings of Domsey Lane other than those shown in the DFD.
- Traffic Mitigation - Any traffic control measures will have an adverse effect on the character of the lane Blocking the road at one end to prevent through driving would alleviate traffic issues; this is supported by a majority of residents. Any mitigation must be implemented before the start of development to prevent rat running.
- Bus Gate - Protection on the route crossing Domsey Lane is required to prevent people turning onto the lane from the bus gate. Confirmation is required that only buses can use the bus gate, allowing motorcycles or taxis to use it will increase noise levels.
- Speed Limit - A speed limit of 20mph should be introduced on Domsey Lane and the lane should be residents only.
- Safety - Traffic and safety issues already exist on the road and these will be made worse.
- Development Access - The potential development of other parcels along the road will impact the safety of all road users; any access from parcels should not be from Domsey Lane.
- Tree - A large Oak tree would be affected by the proposed east-west route; this should be protected. Further landscaping along Domsey Lane is also likely to be affected by the proposal.
- Planting - Dense landscaping should be planted to shield Domsey Lane from the development and to put a protective ring around residents and the Lane. Landscaping along the road will be damaged and it is not clear how this will be improved.
- Noise - Building work should have noise reduction measures to protect the living standards of existing residents.
- Light Pollution - Impact of light pollution from the bus gate crossing be on Domsey Lane; will these be lit all day and will they increase noise.
- Construction - Unclear how the lane would be managed during construction as there are no turning points.

<u>A12 Widening</u>

- Applications should not be considered as A12 widening has been cancelled and the National Highways objection remains in place.
- There should be no development in CGC until the A12 widening scheme has been at least started if not delivered as the new community would require adequate infrastructure.
- National Highways holding objection should remain in place until the A12 works have commenced.
- The northern RDR should also be in place before development proceeds.
- Approving the applications without the A12 works would lead to significantly increased traffic congestion in the vicinity of the site and within the wider Chelmsford area. These would be further exacerbated by the works to the Army and Navy roundabout.

<u>Other Matters</u>

- Amenities - Lack of amenities for younger residents such as pubs and the opportunities for short term jobs.
- Health – Query whether consideration has been given to hospital expansions as Broomfield Hospital is already stretched.

- Employment - The Channels Employment Hub contradicts the plans to encourage less journeys by car; it will cause an increase of traffic at the centre of the site. Parking will be required at the Channels Hub.
- Sustainability - Carbon emissions should be as small as possible.
- Crime - Proposal could lead to an increase in crime rates; this has already increased with existing construction works.
- Trees - All existing trees, especially old oak trees, within Zone 1 should be protected and covered with preservation orders.
- Wildlife - Wildlife and wildflower areas should be protected and a wildlife hospital erected for any injured wildlife.
- Bypass - All housing should be put on hold until the bypass is completed as roads cannot cope.
- Documents- The number of documents received has made it difficult for local residents to review and respond to the application.

APPENDIX 3

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.

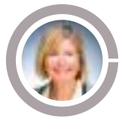
Councillor Stephen Robinson
Leader of the Council

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

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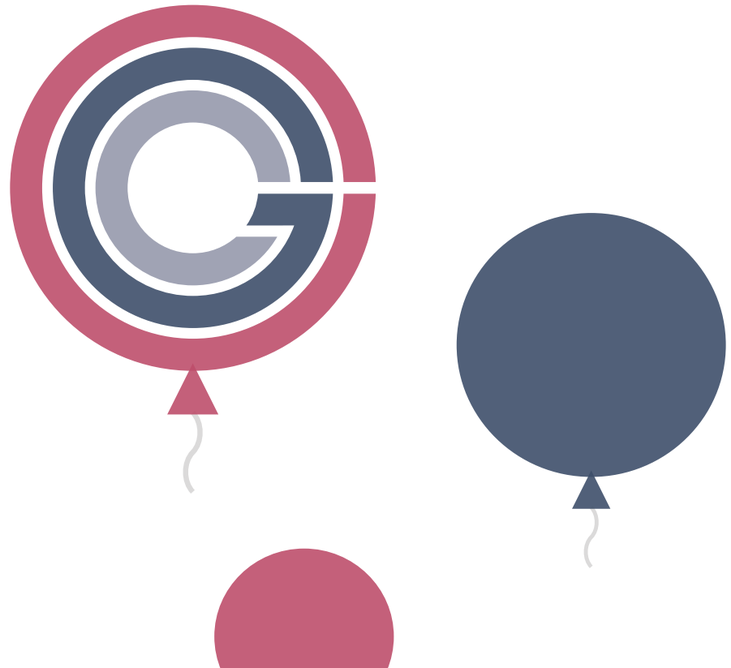

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01.

INTRODUCTION

INTRODUCTION

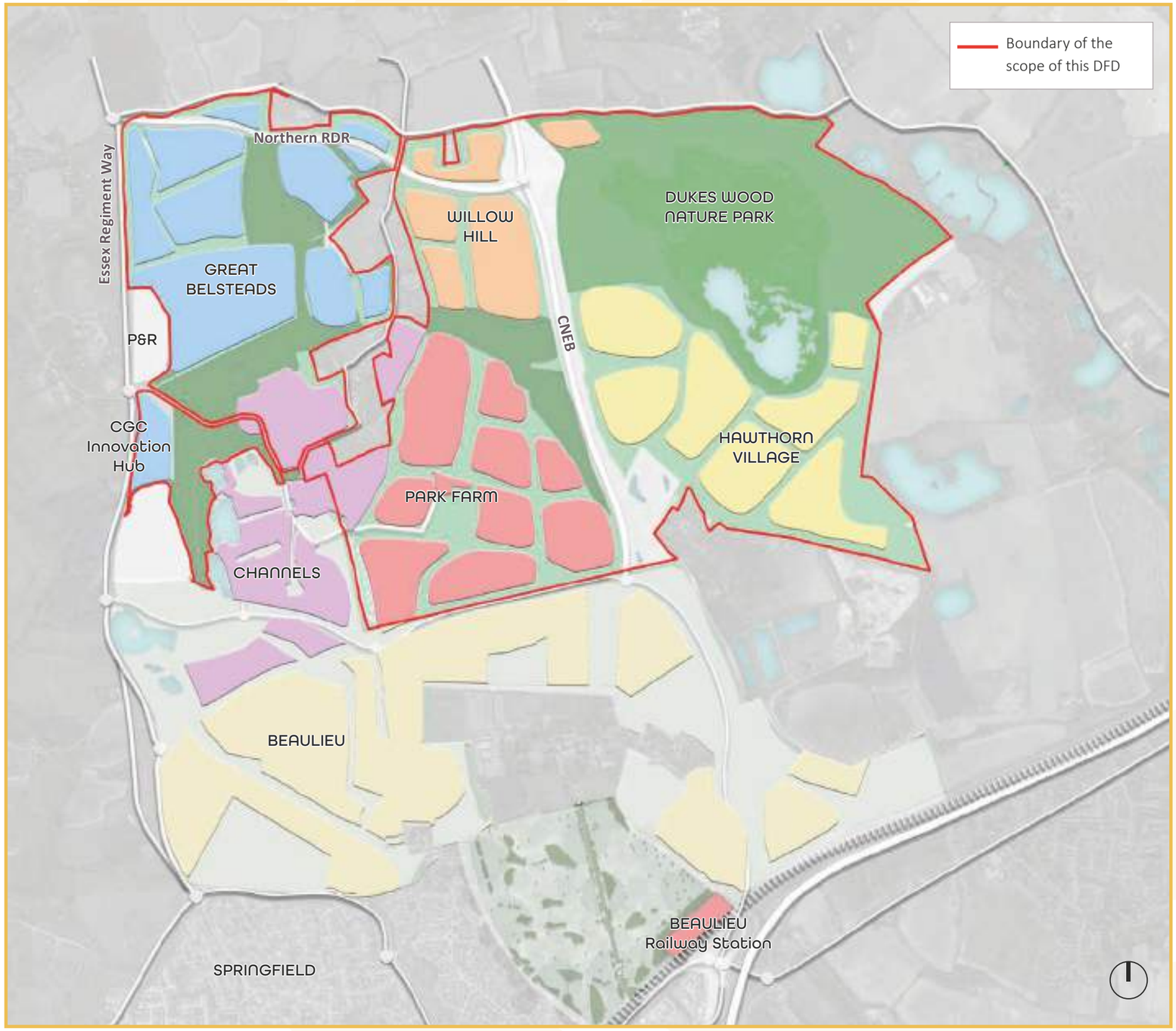
Chelmsford Garden Community (CGC) is allocated in the Chelmsford Local Plan (Adopted May 2020) to deliver an exemplar, comprehensively planned, new, sustainable Garden Community that will provide much needed housing, employment and sustainable travel opportunities within a high-quality landscaped setting 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.

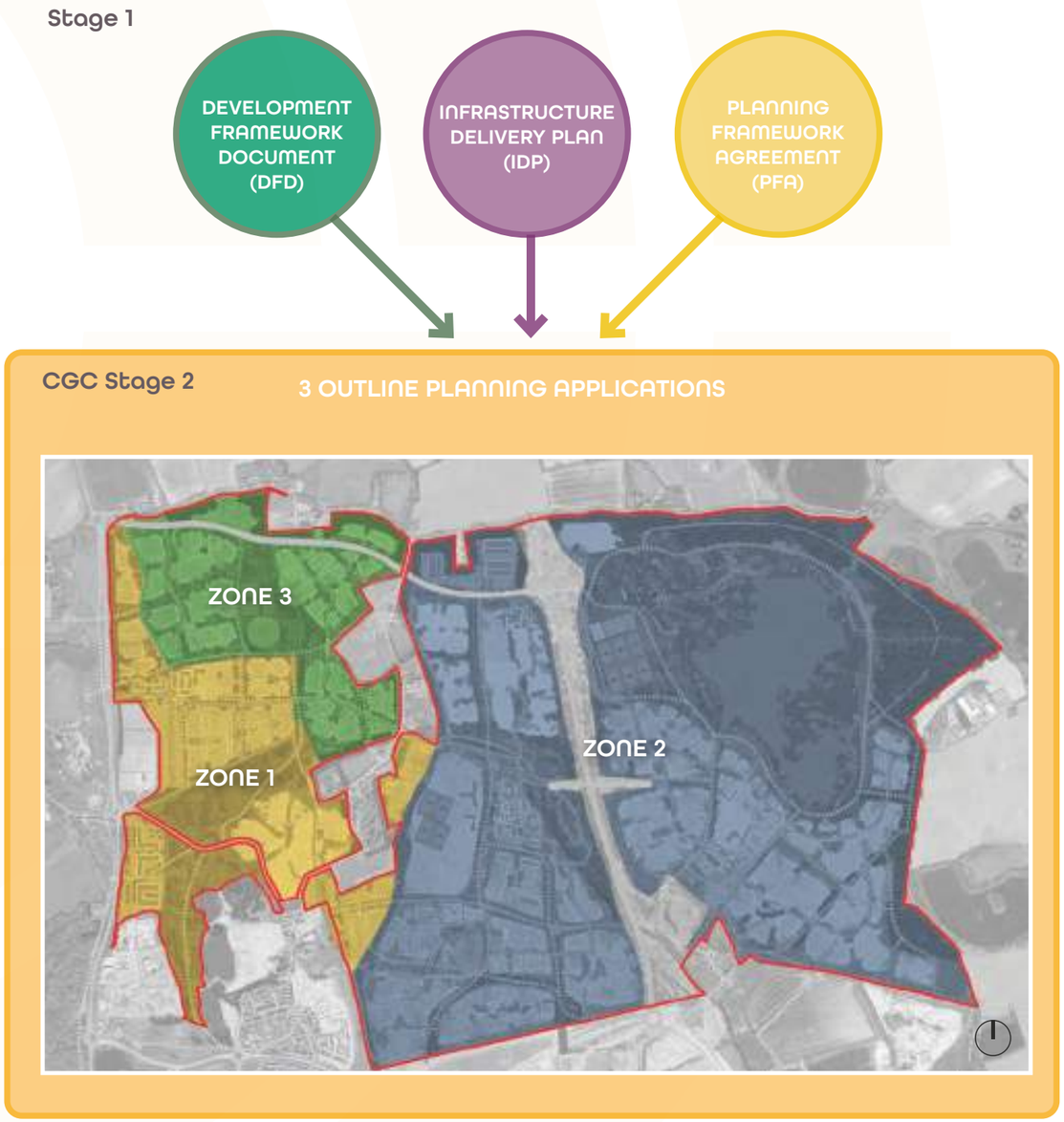
The Vision, which is set out in this DFD, will ensure that master planning, design and delivery take place through a process of consultation and collaboration. This will involve a wide range of stakeholders including both new and existing residents, with mechanisms enshrined in binding structures that 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

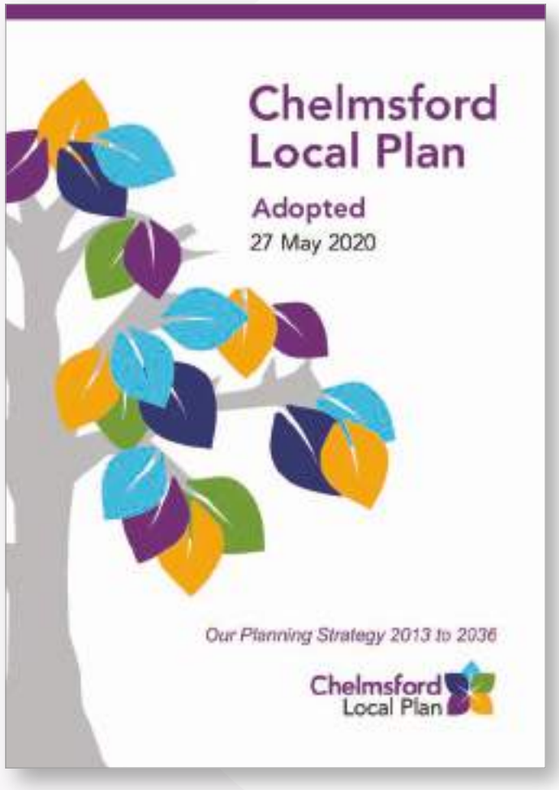
Section 38 (6) of the Planning and Compulsory Purchase Act 2004 and section 70(2) of the Town and Country Planning Act 1990 require applications for planning permission to be determined in accordance with the development plan, unless material considerations indicate otherwise. All Garden Community applications 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.

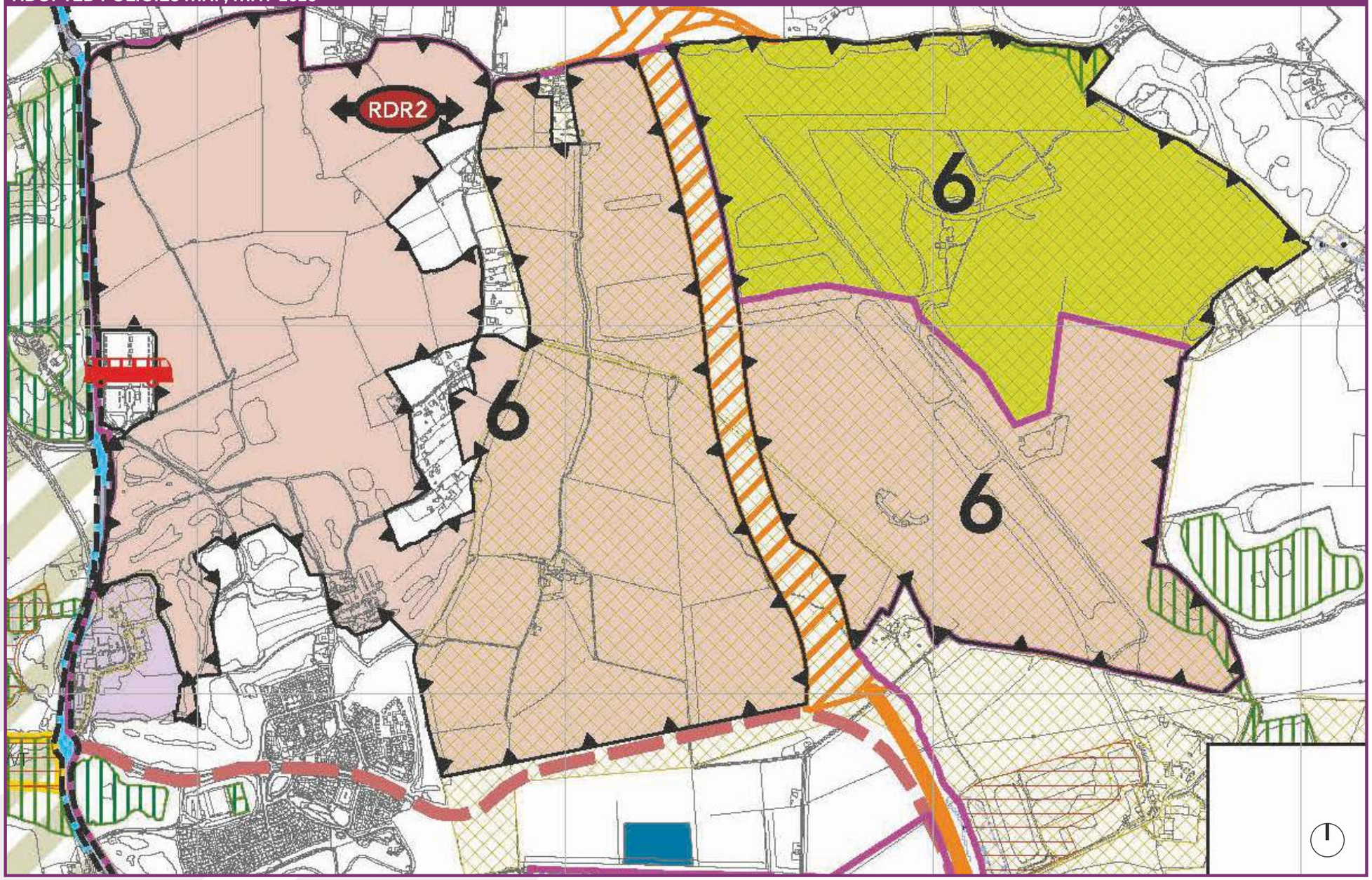
The DFD is underpinned by a series of interrelated principles set out in the Vision which are based on the Town and Country Planning Association Garden City Principles, as well as ensuring that sustainability is the golden thread running through the Masterplan.



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:

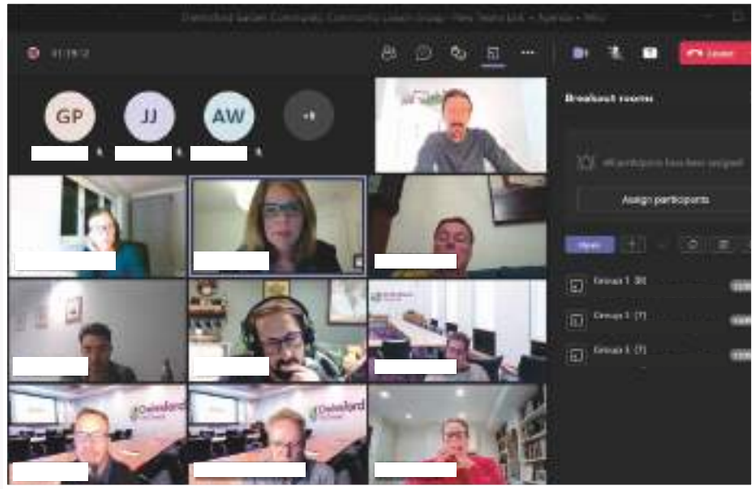
- Land Use and Access; and
- Green Infrastructure

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.

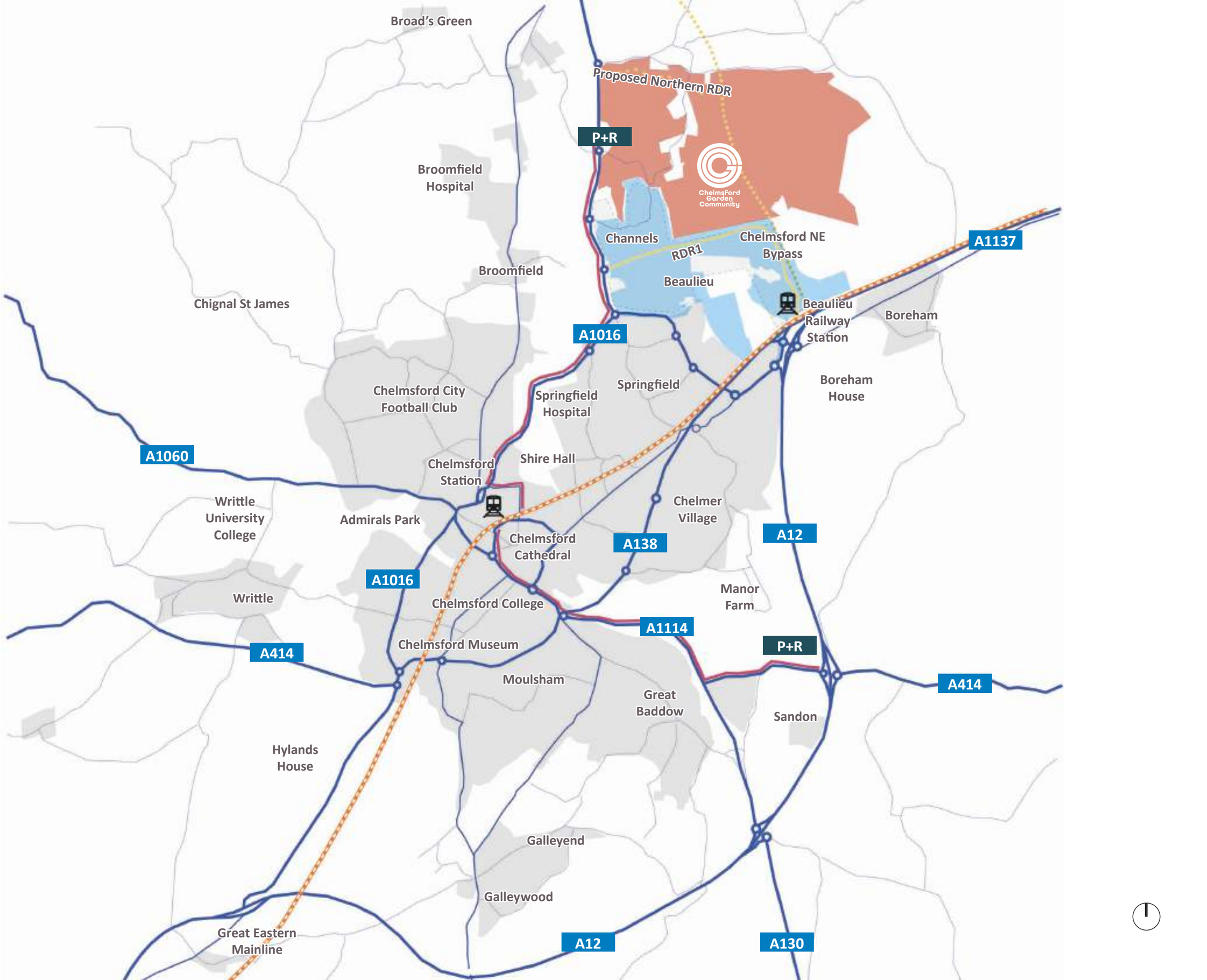
Channels is located to the south-west of the Site and comprises up to 750 new homes set within 21 hectares of open space including a Country Park, a series of lakes, skate park, play areas and growing areas. The wider Channels Estate includes a hotel, bar, brasserie and a wedding venue.

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
Chelmsford NE Bypass
RDR1
A1137
Broomfield
Beaulieu
Chignal St James
Beaulieu Railway Station
Boreham
A1016
Springfield
Chelmsford City Football Club
Springfield Hospital
Boreham House
A1060
Shire Hall
Chelmsford Station
Writtle University College
Admirals Park
Chelmer Village
A12
A138
Chelmsford Cathedral
A1016
Manor Farm
Writtle
Chelmsford College
A1114
A414
Chelmsford Museum
P+R
A414
Moulsham
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

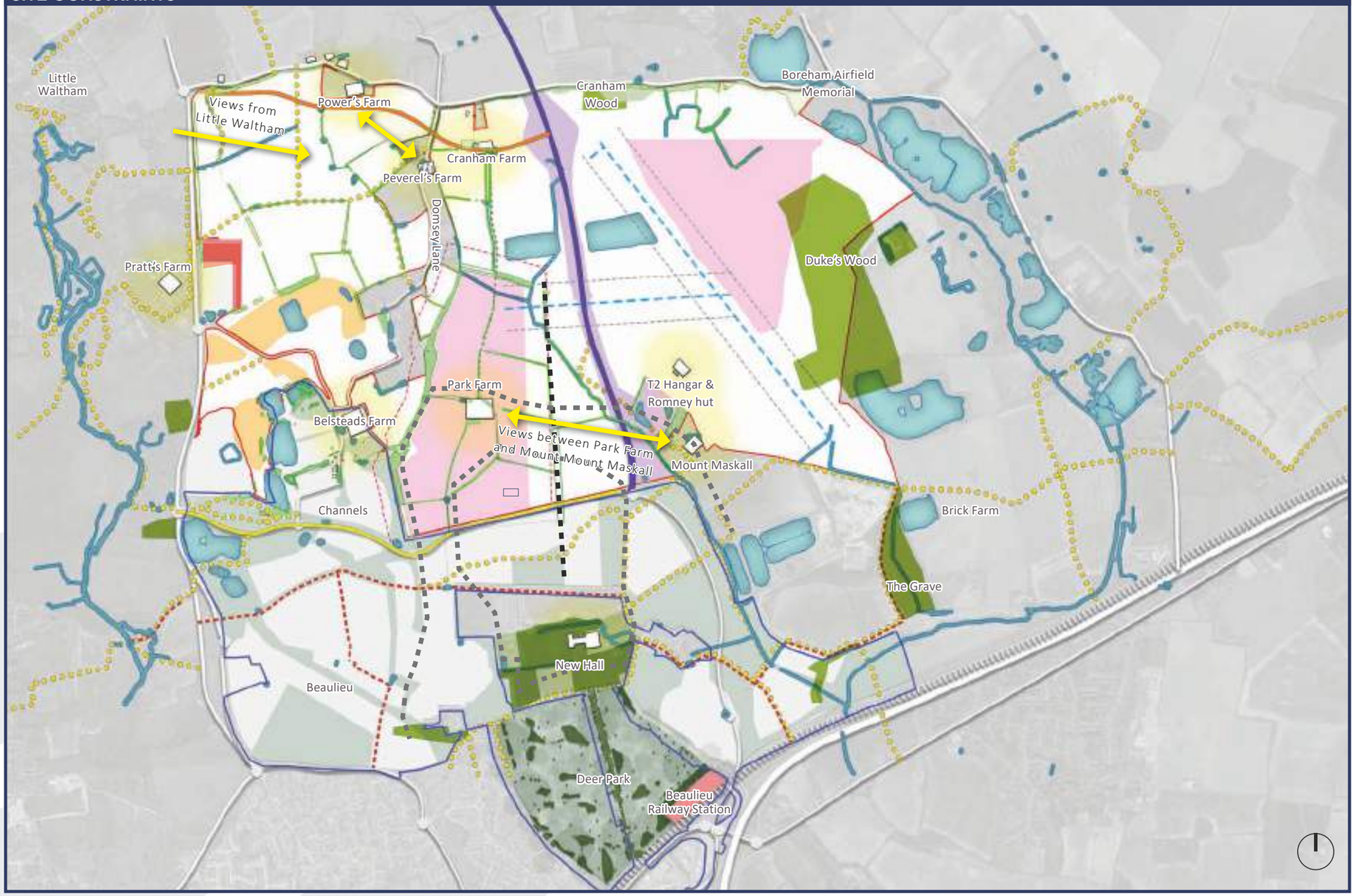
A lagoon associated with the mineral extraction process

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

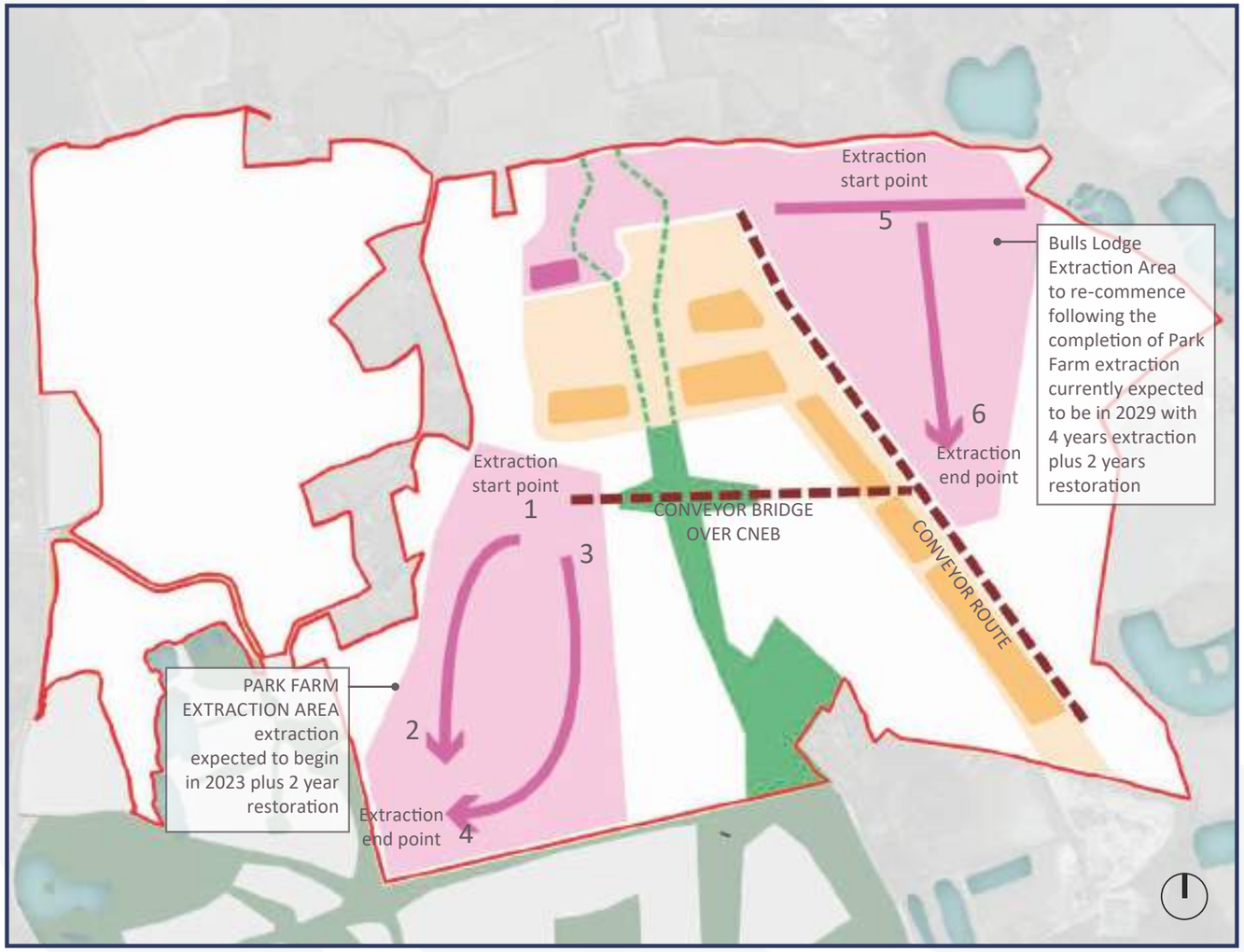
The phasing of the minerals extraction in both Bulls Lodge Farm and Park Farm areas is expected to follow the process shown on the diagram opposite. The Park Farm extraction is planned to be completed over a period of 6 years and 2 year of restoration. Once restoration works are complete in Park Farm 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:

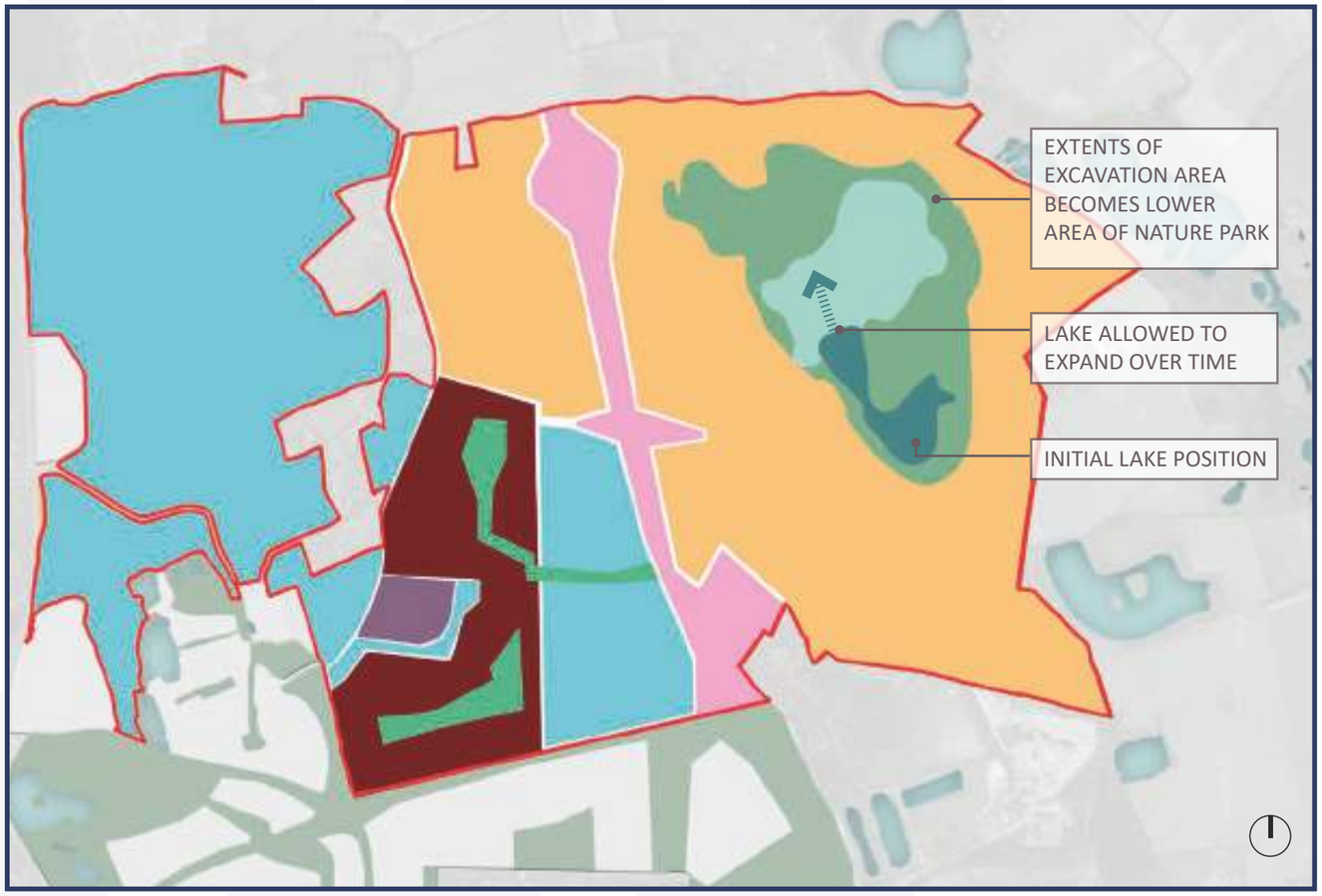
1. Removal of topsoil and stockpiling for later reuse
2. Removal and storage of overburden (material that is not set for extraction but is on top or the sands and gravels)
3. Excavation of sands and gravels
4. Replacement of overburden and topsoil

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.

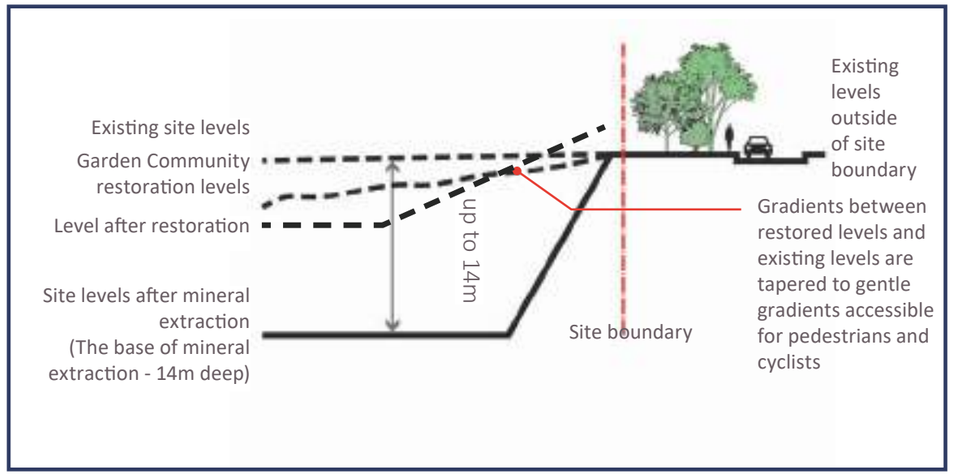
DUKE'S WOOD NATURE PARK & LAKE

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



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

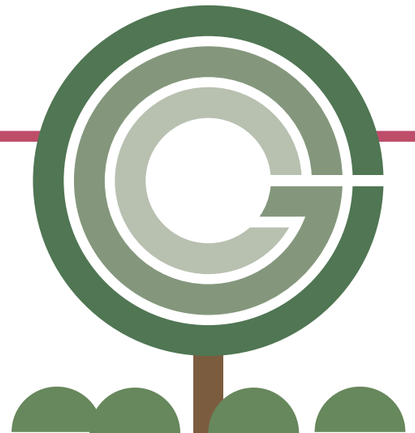
5. A wide range of local jobs in the Garden City within easy commuting distance of homes

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



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.

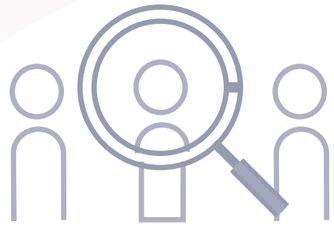
THE VISION

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



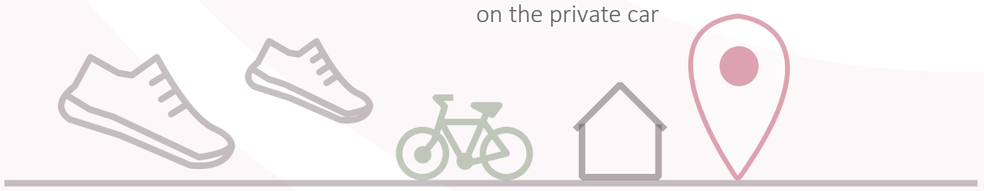
15 MINUTE VILLAGES
Create neighbourhoods where day-to-day needs are accessible by an active journey of less than 15 minutes

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.

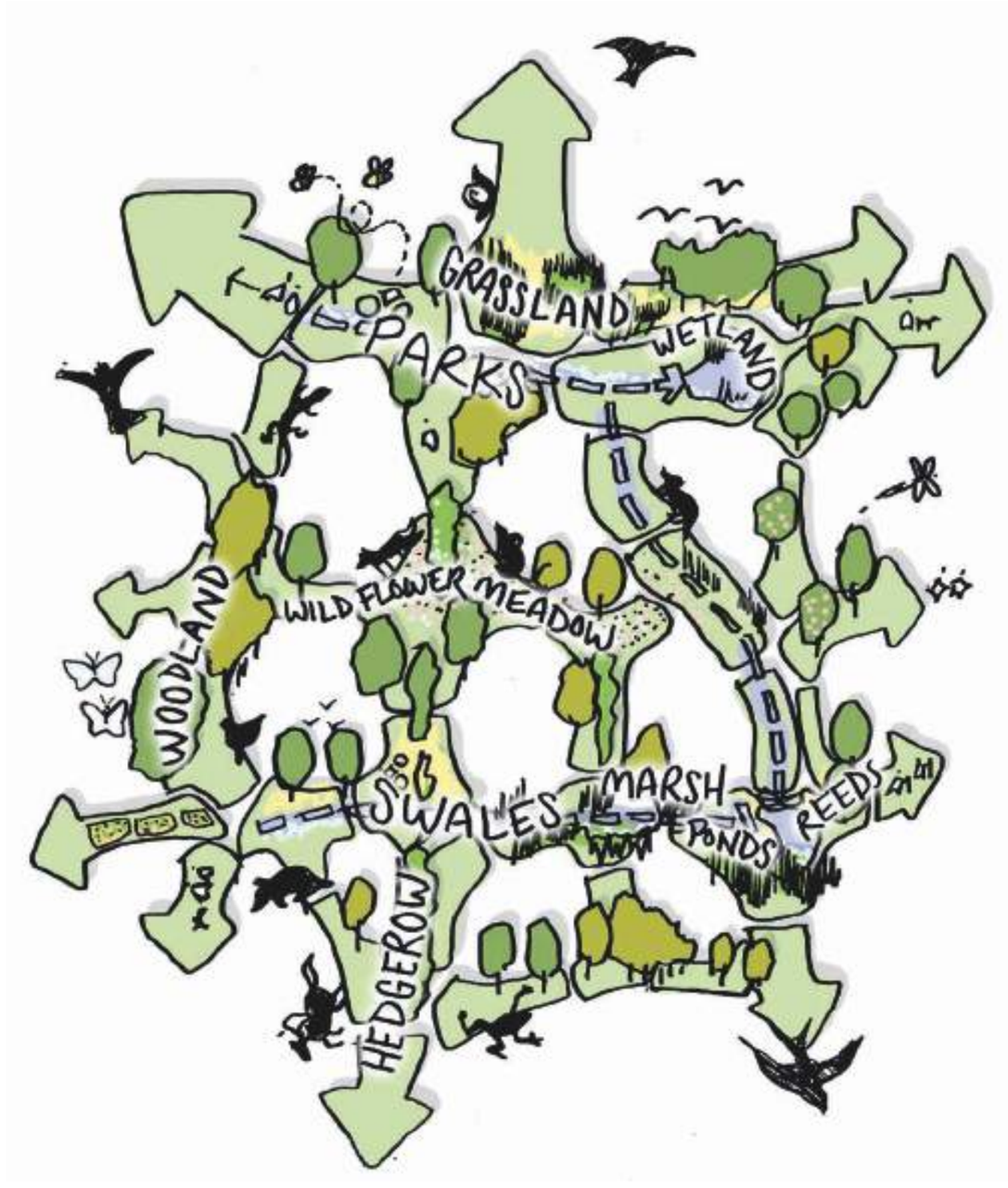
THE VISION

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.

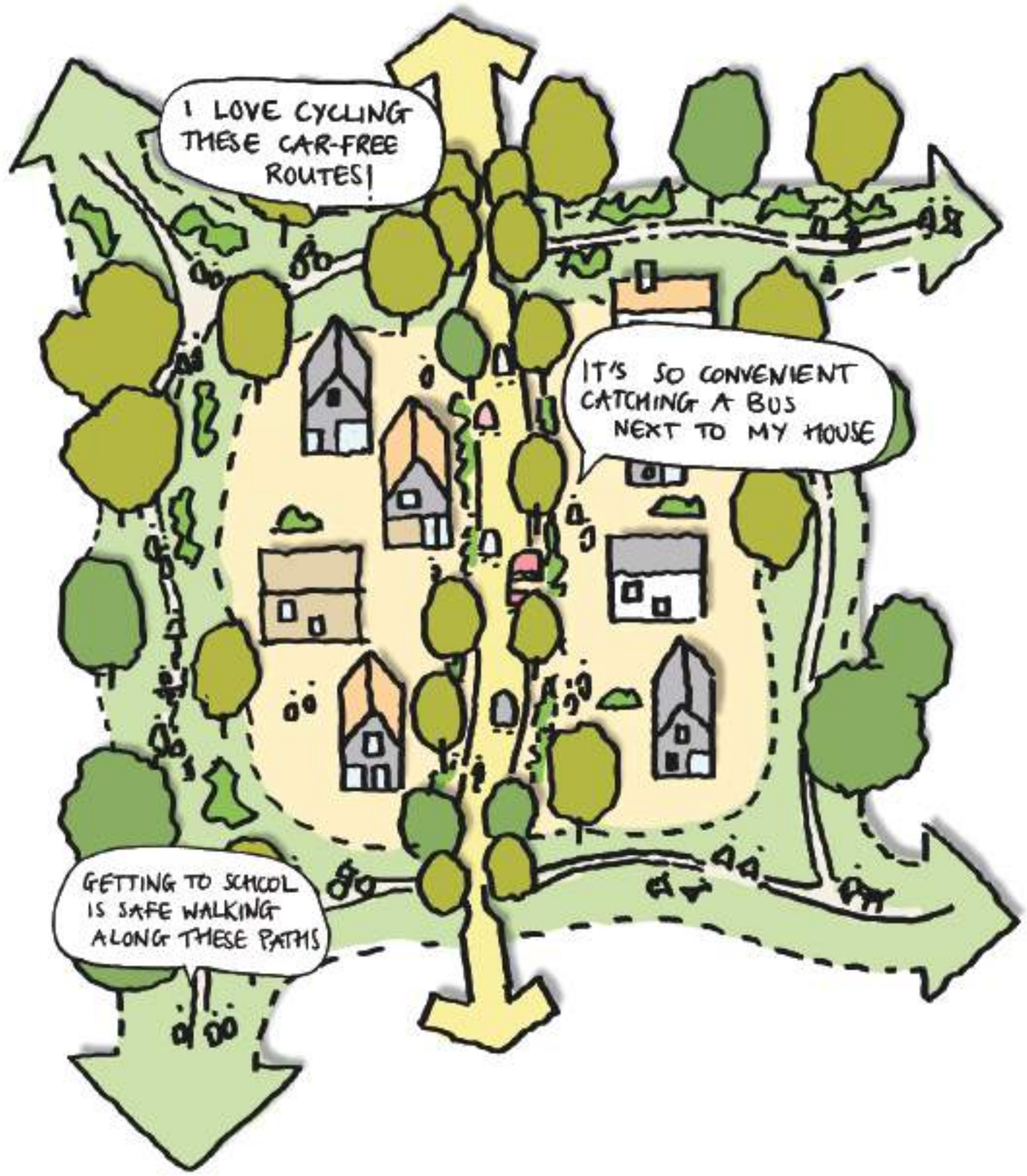
THE VISION

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.

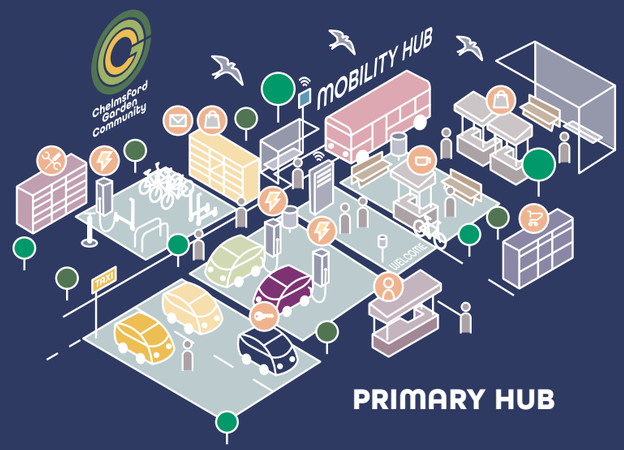
“ CGC will facilitate and encourage behavioural change - excessive usage of the private car will be a thing of the past! ”

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.

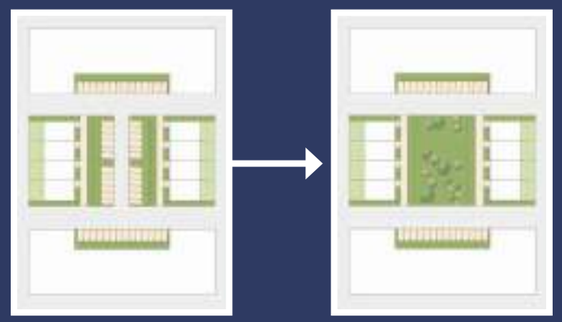
Two Levels of Mobility Hubs



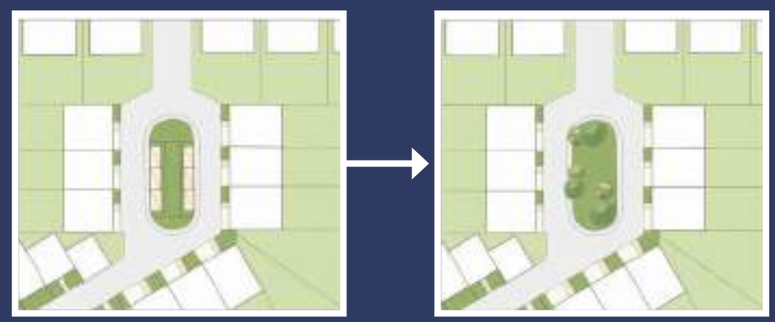
15min walk

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



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.

6) Mobility Hubs within a 15 minute walk of each dwelling The mobility hubs are well distributed across the masterplan in each village centre.

THE VISION

INCLUSIVE VILLAGES

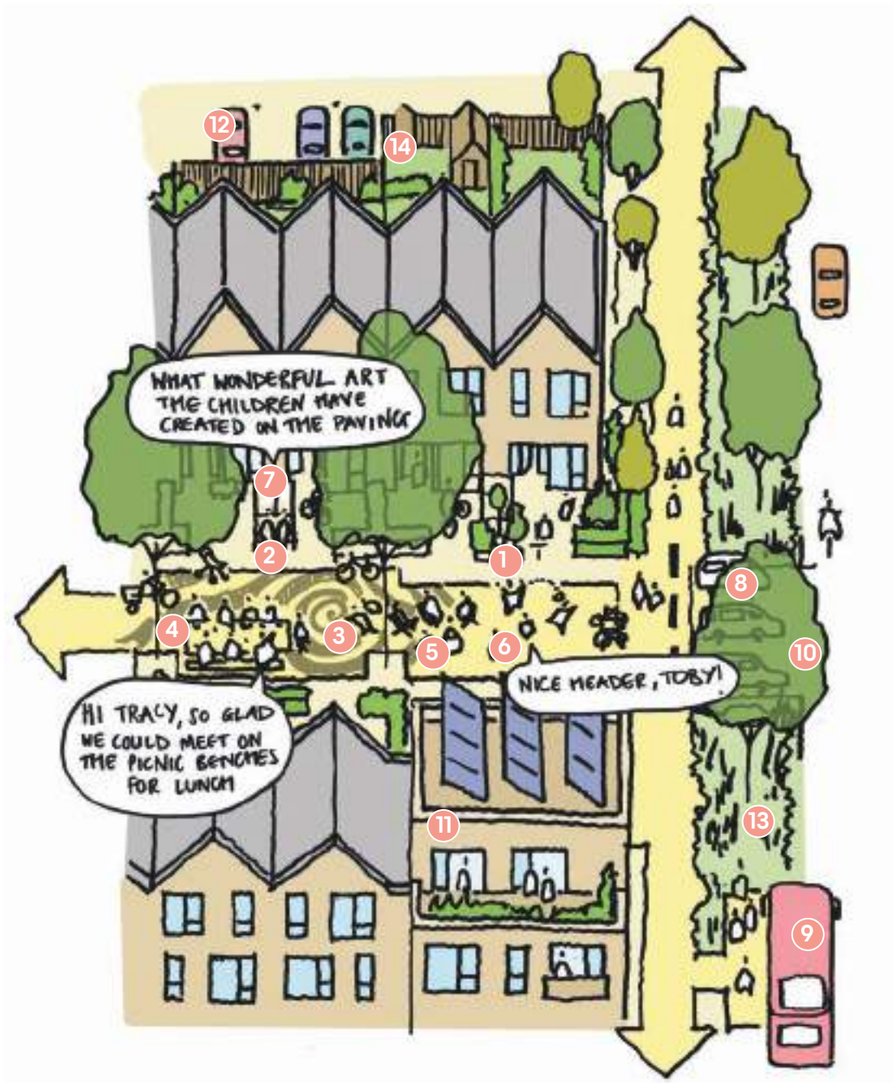
ACCESSIBLE, AFFORDABLE, LIVEABLE

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+?

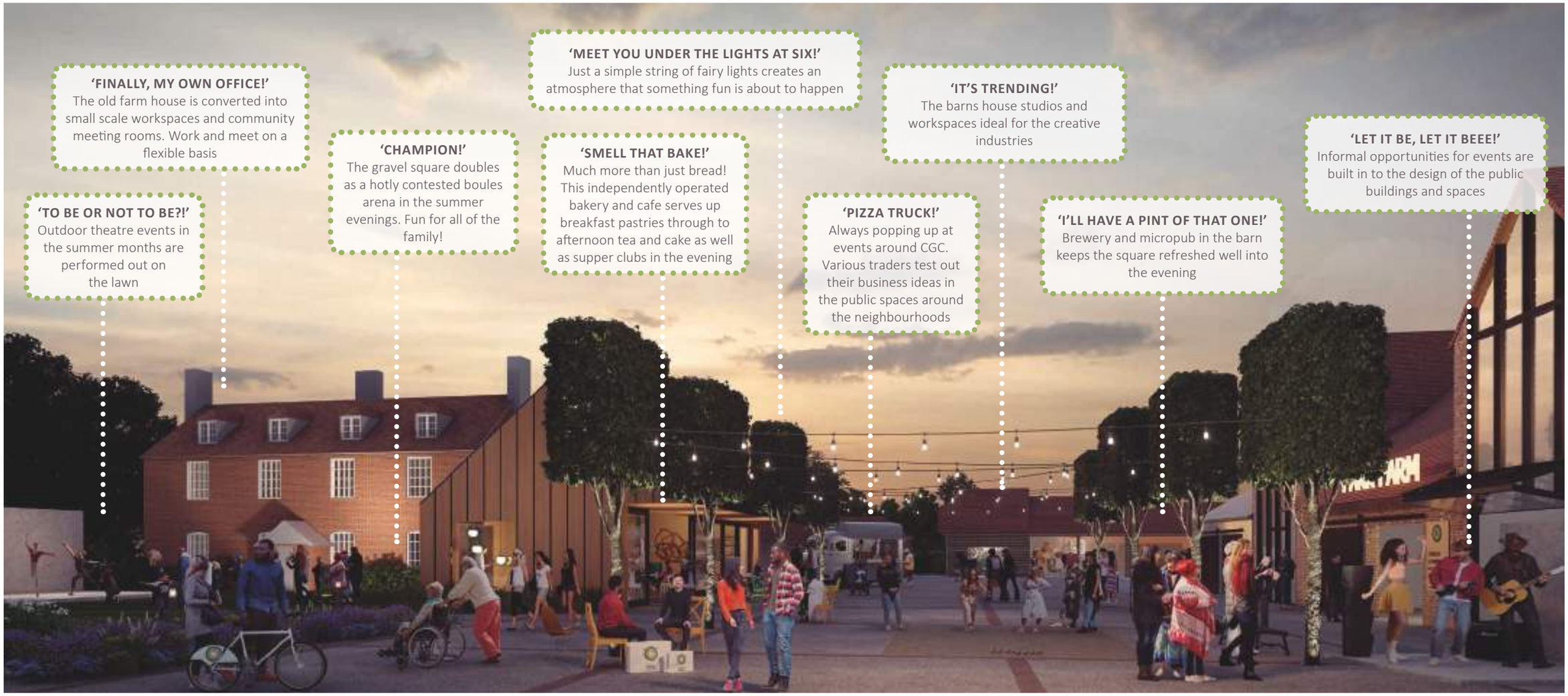
The Power of 10+ demonstrates that a well-planned and well-visited place can become greater than the sum of its parts, and that by providing people with ten or more reasons to visit a place, the chances of them visiting and supporting various activities there will increase significantly.

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

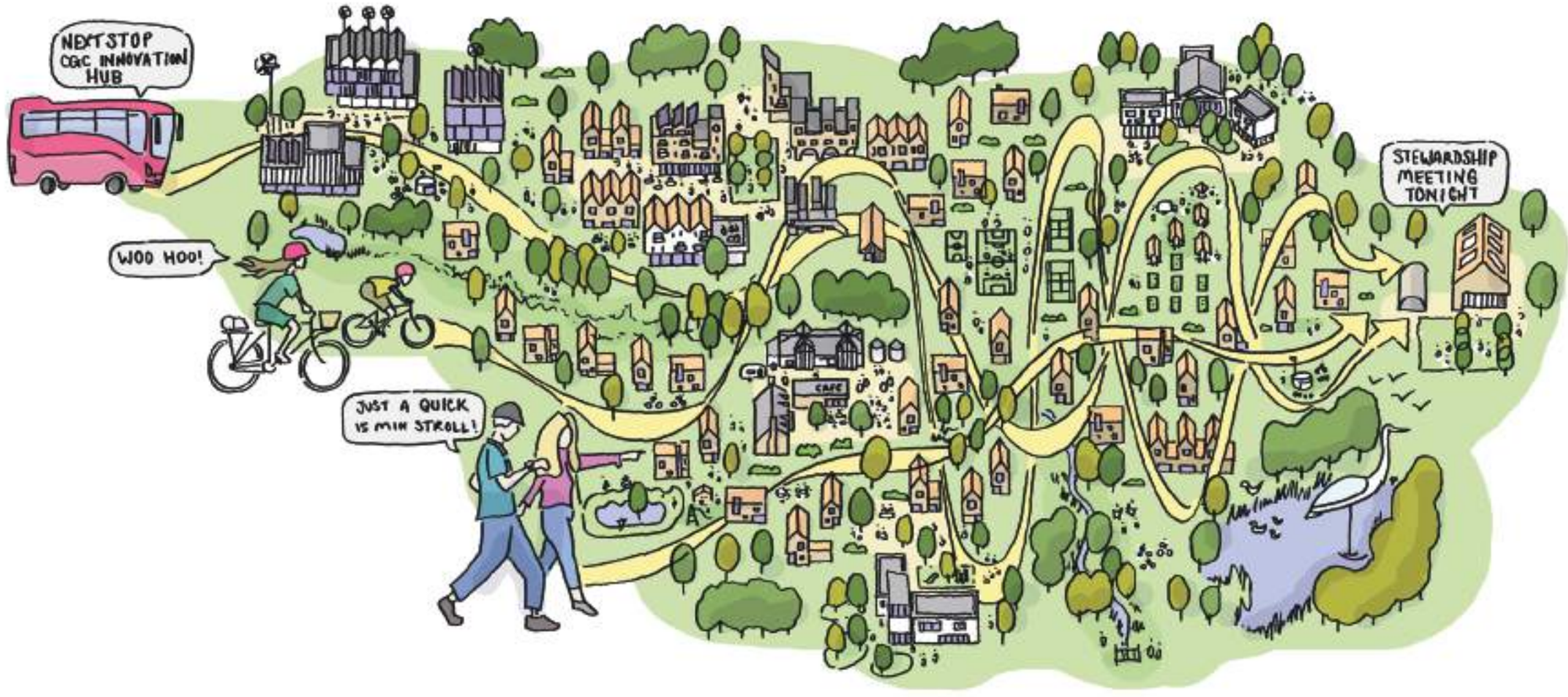
WHAT IS A 15 MINUTE NEIGHBOURHOOD?

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

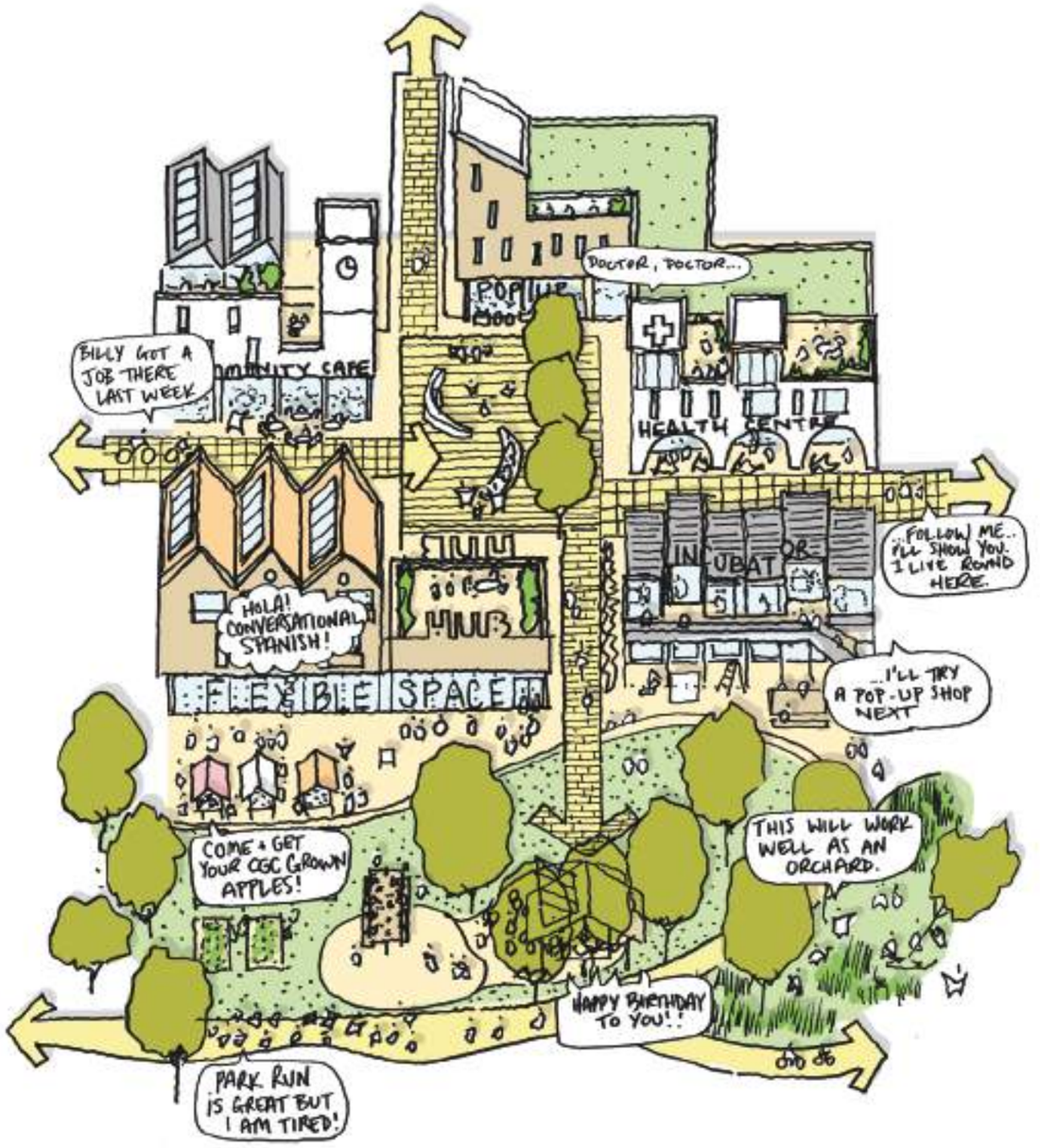
STRATEGIES ARE BASED ON GARDEN COMMUNITY PRINCIPLES

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.

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

15min. walk

target to the nearest mobility hub

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.

GUIDING FRAMEWORK PRINCIPLES : MOVEMENT STRATEGY

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

M Primary Mobility Hub

M 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.

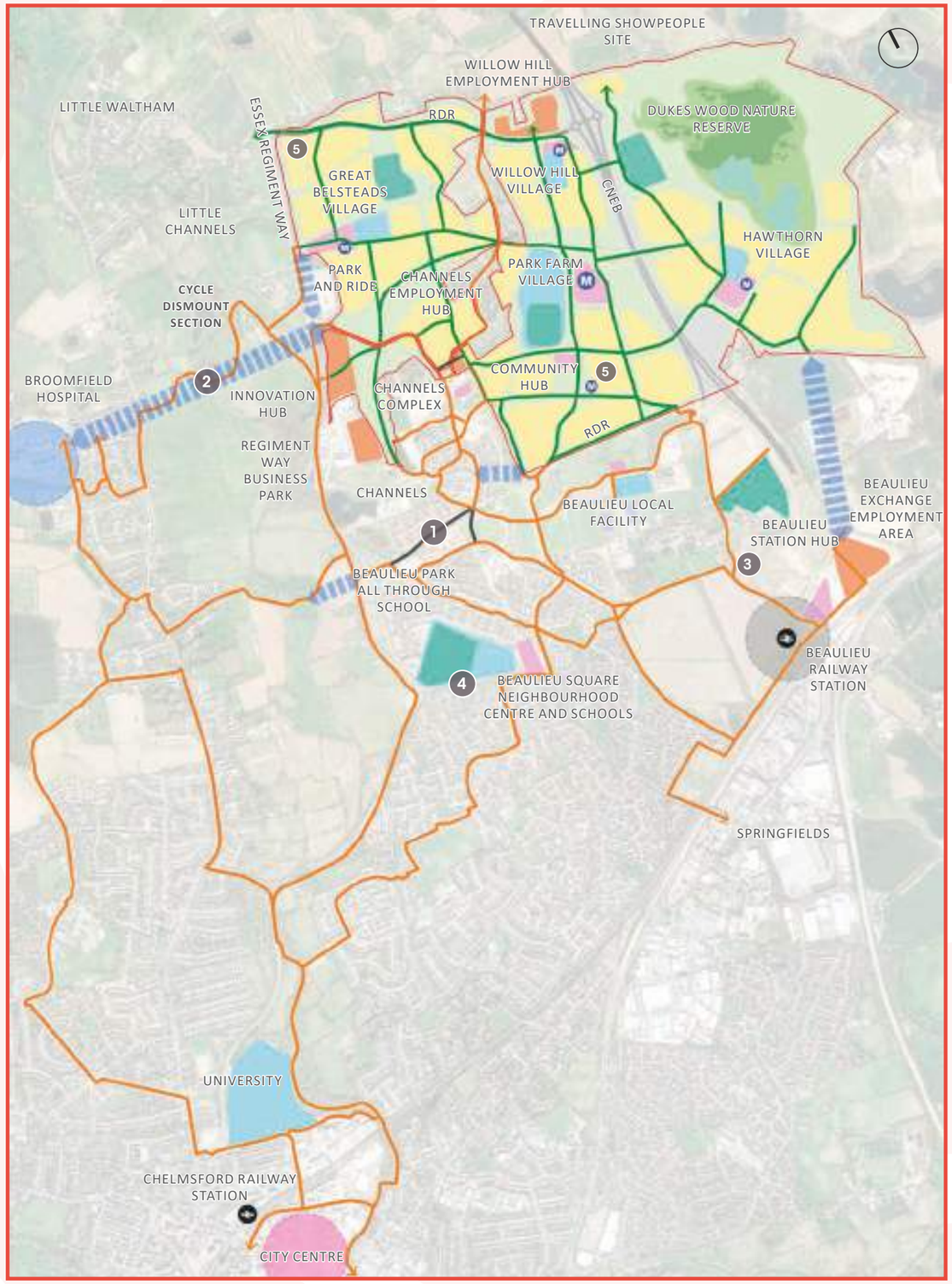
2. The OPAs will further investigate, in accordance with a brief agreed with ECC/CCC, the feasibility of potential 'Croxton Mill' routes between the CGC (near the CVP&R site) and Broomfield Hospital. This is to enable the preferred option or options to be determined and then taken forward and delivered (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.

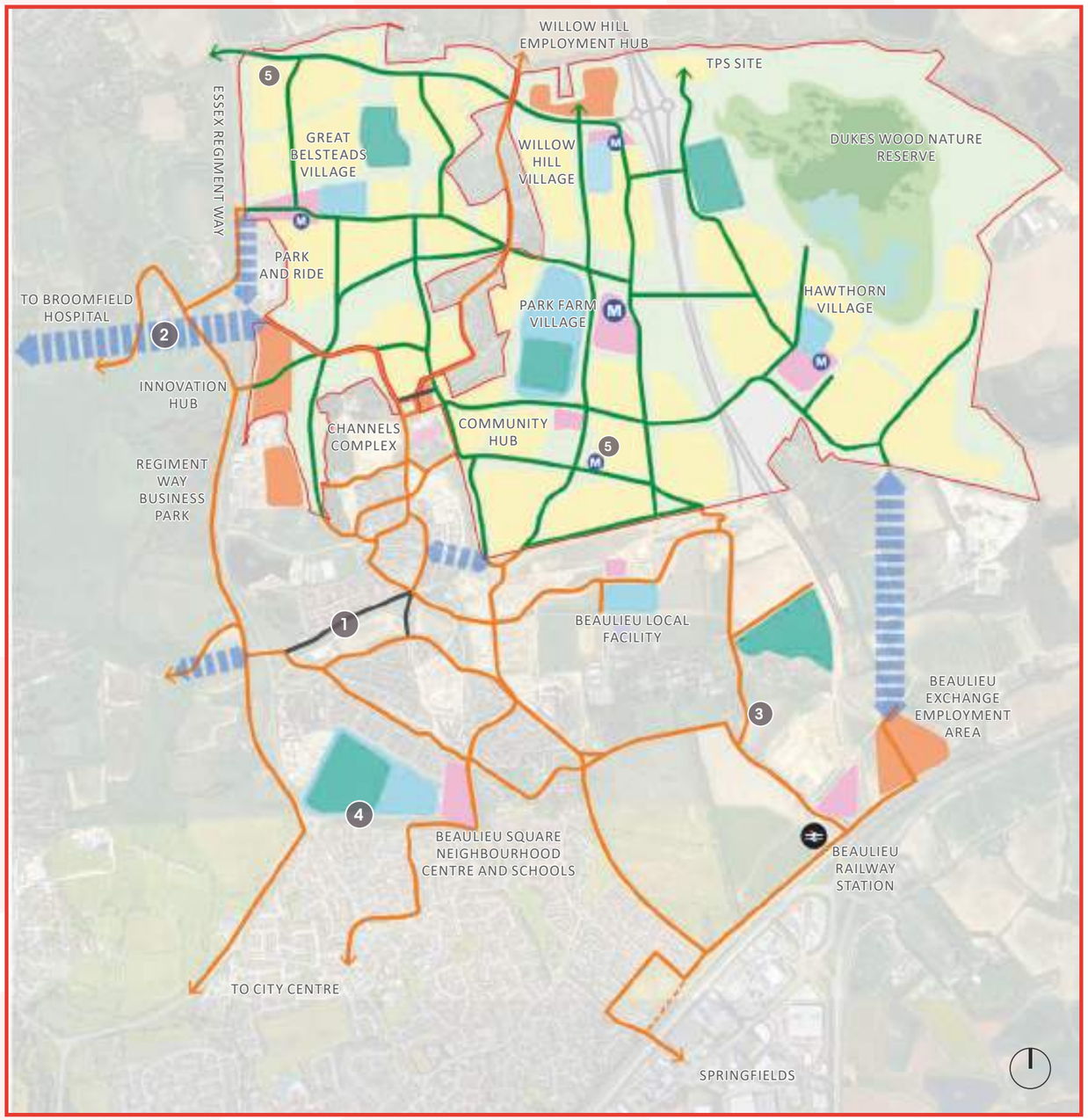
   The OPAs will investigate whether the connections to the agreed Key Destinations, are enhanced through the provision upgraded walking and cycling infrastructure between the New Hall School Access and the cycle facilities on the east side of the Colchester Road and White Hart Lane Roundabout, including 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.



GUIDING FRAMEWORK PRINCIPLES : MOVEMENT STRATEGY

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

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.

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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
- M Primary Mobility Hub
- M Secondary Mobility Hub

Notes

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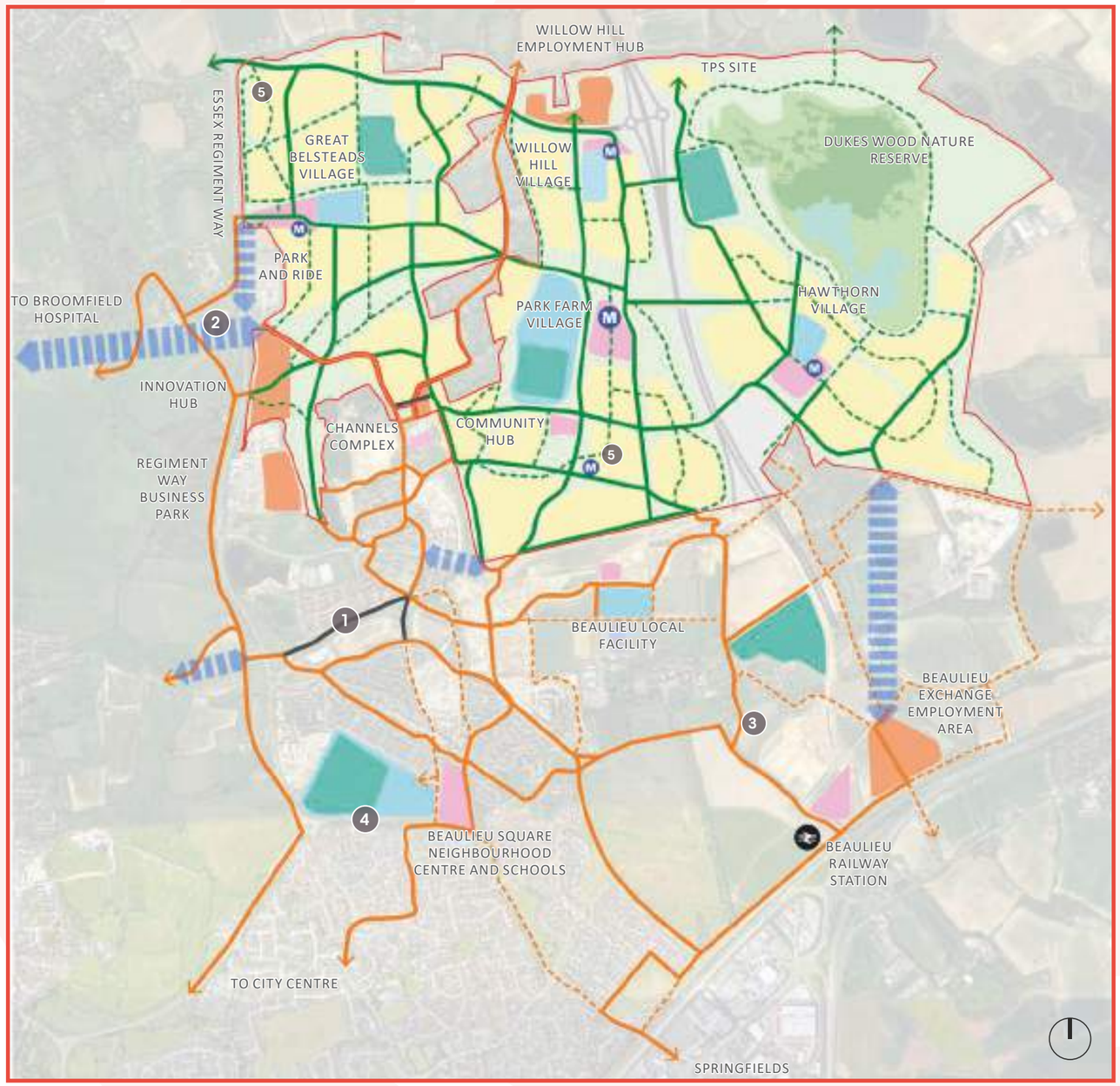
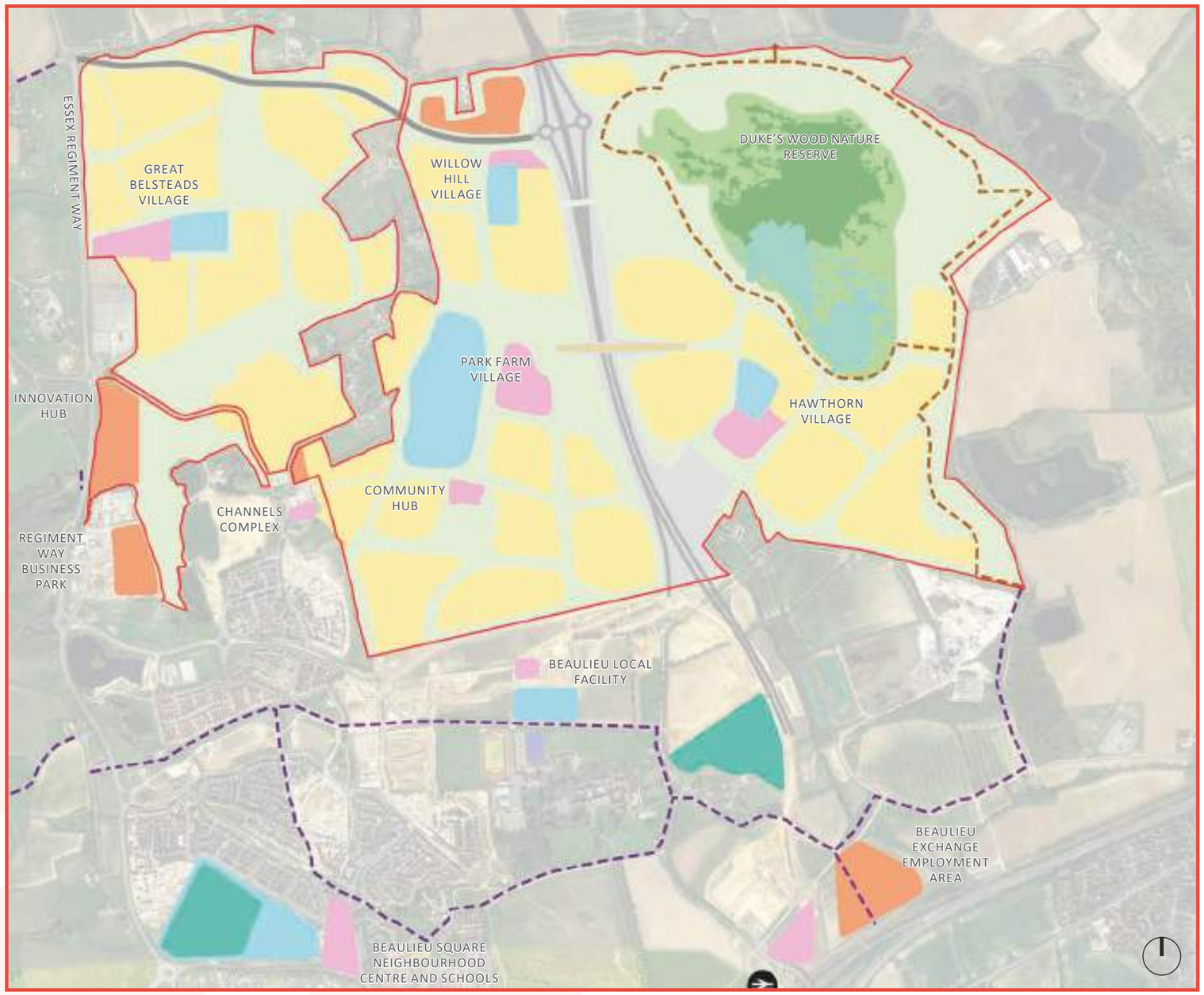


EXISTING BRIDLEWAYS AND PROPOSED MULTI USER ROUTES



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.

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

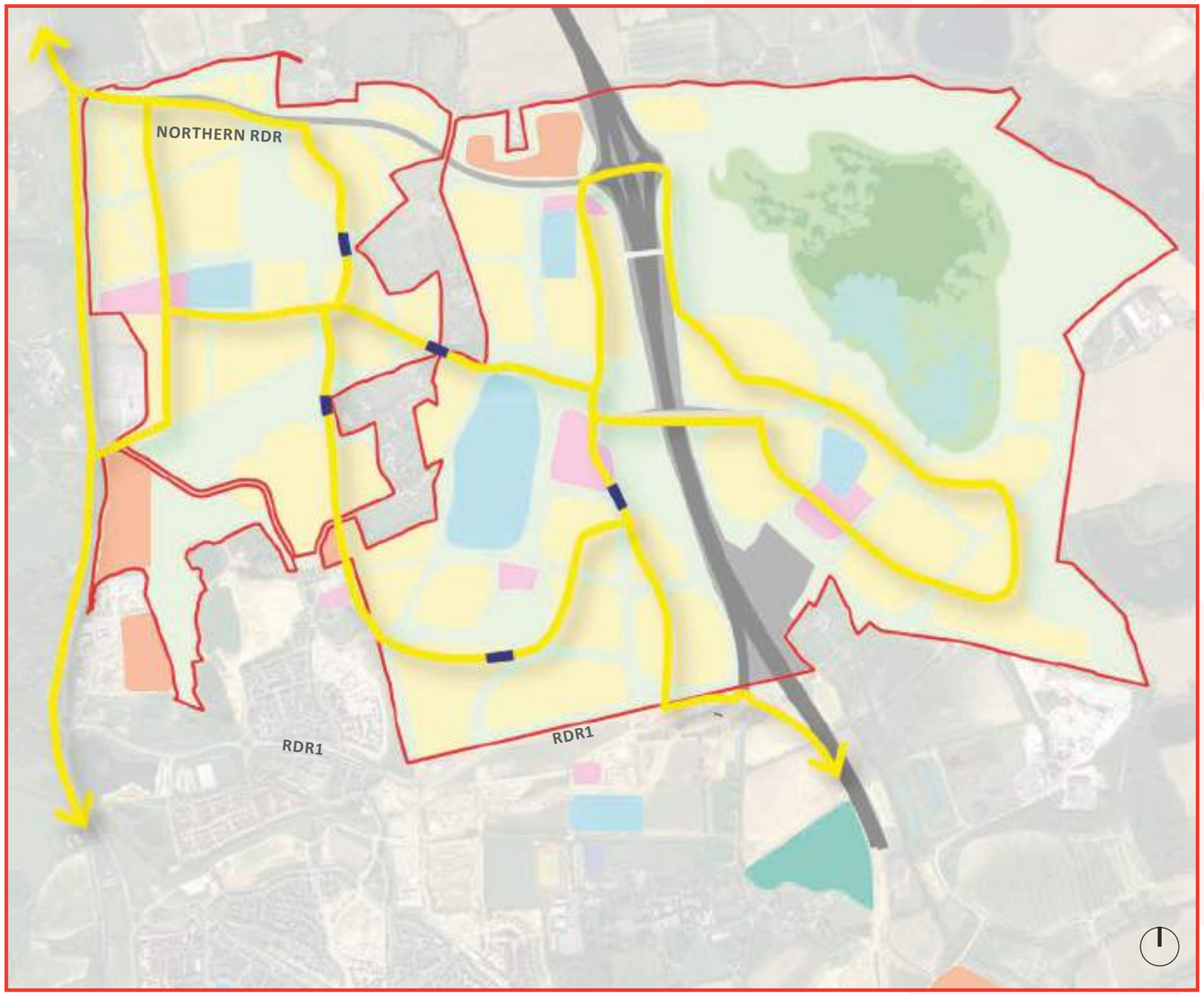


Diagram:

Proposed Bus Routes

Key

- DFD Site Boundary
- Bus Routes
- Bus Gates
- Proposed educational area
- Proposed centres and local facilities
- Employment area

WIDER BUS PROVISION

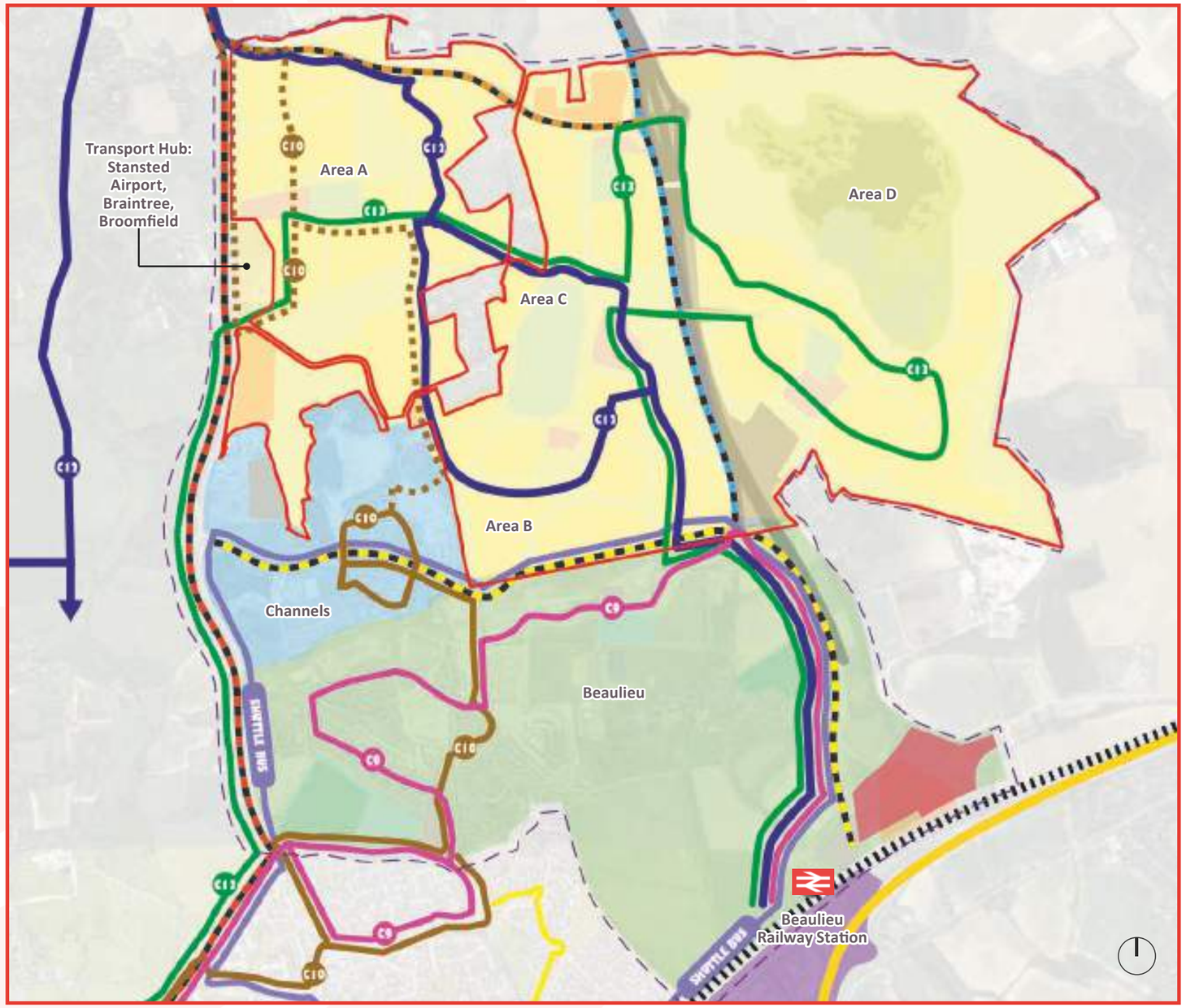


Diagram:

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

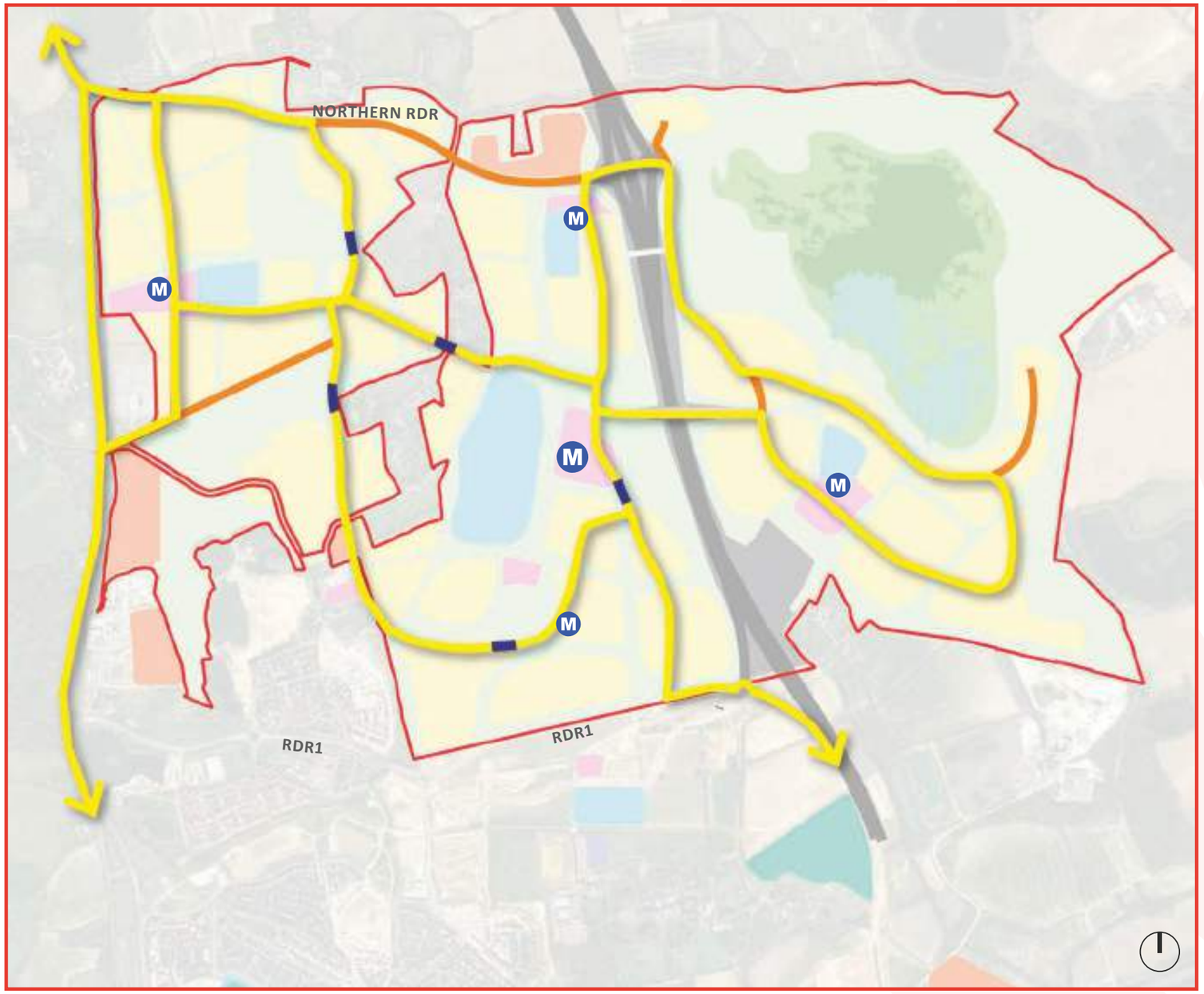


Diagram:

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

GUIDING FRAMEWORK PRINCIPLES : MOVEMENT STRATEGY

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.

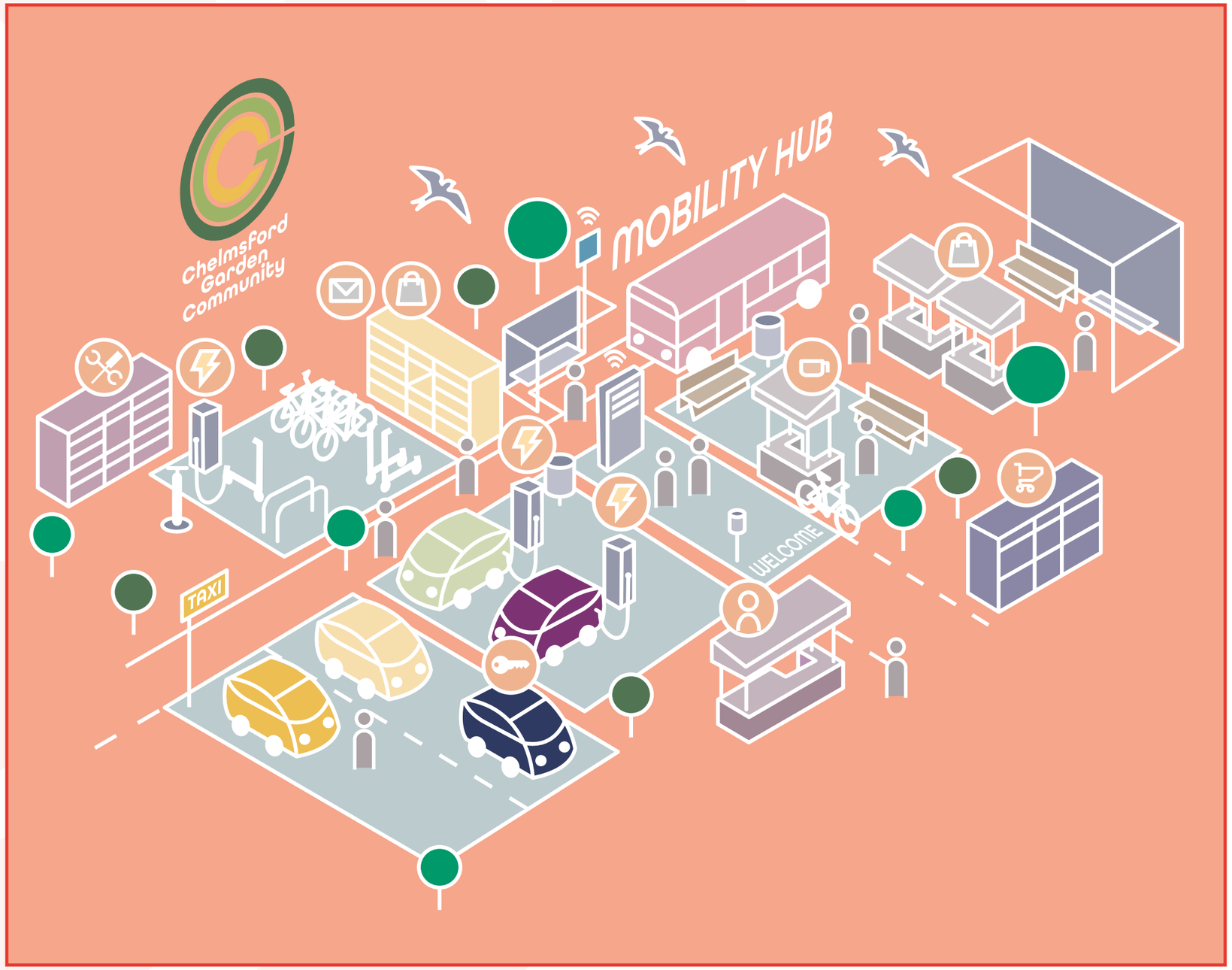
ONGOING MONITORING

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.

LANDSCAPE STRATEGY

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			

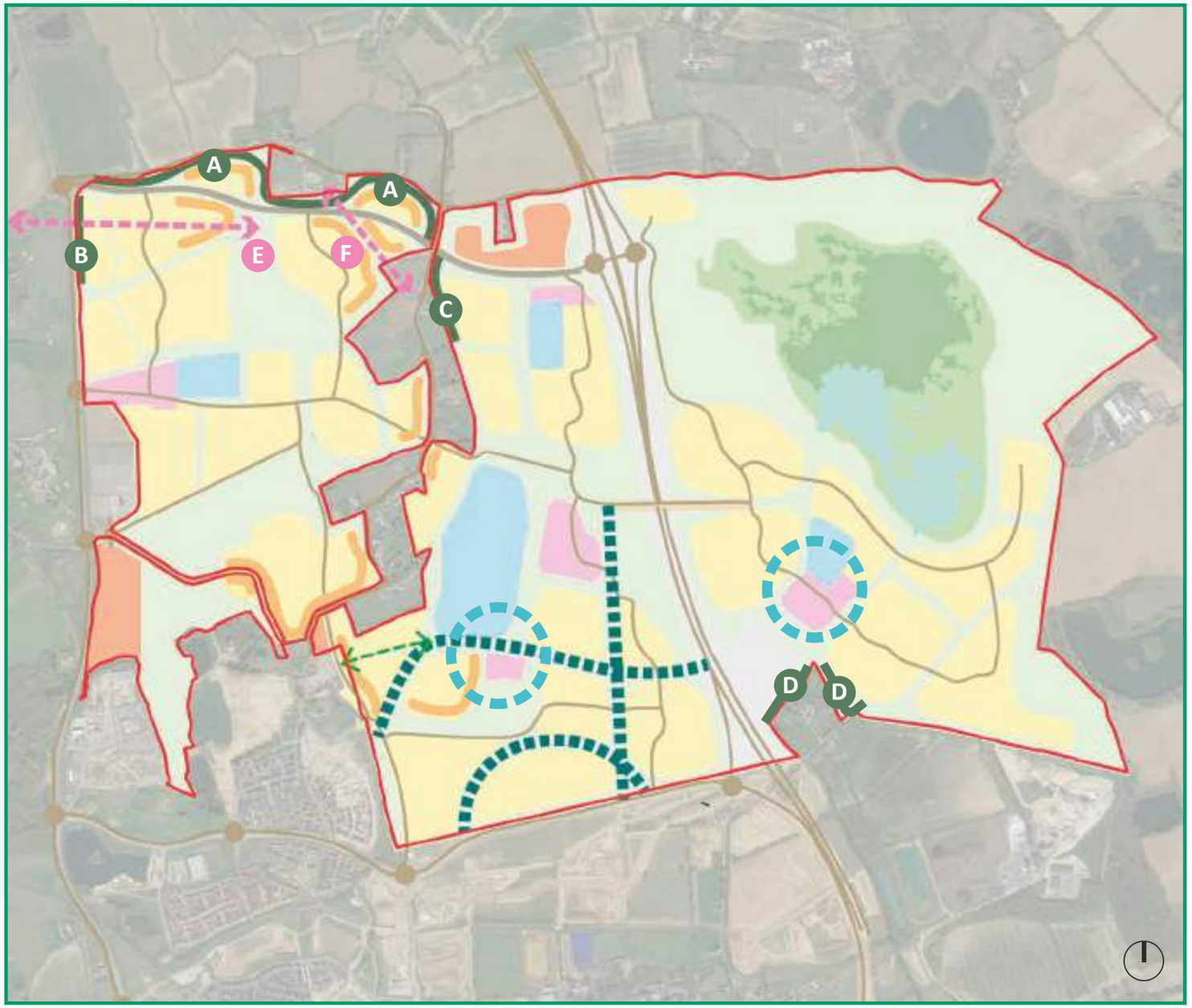
HERITAGE INTERVENTIONS

Plan:

Heritage Interventions

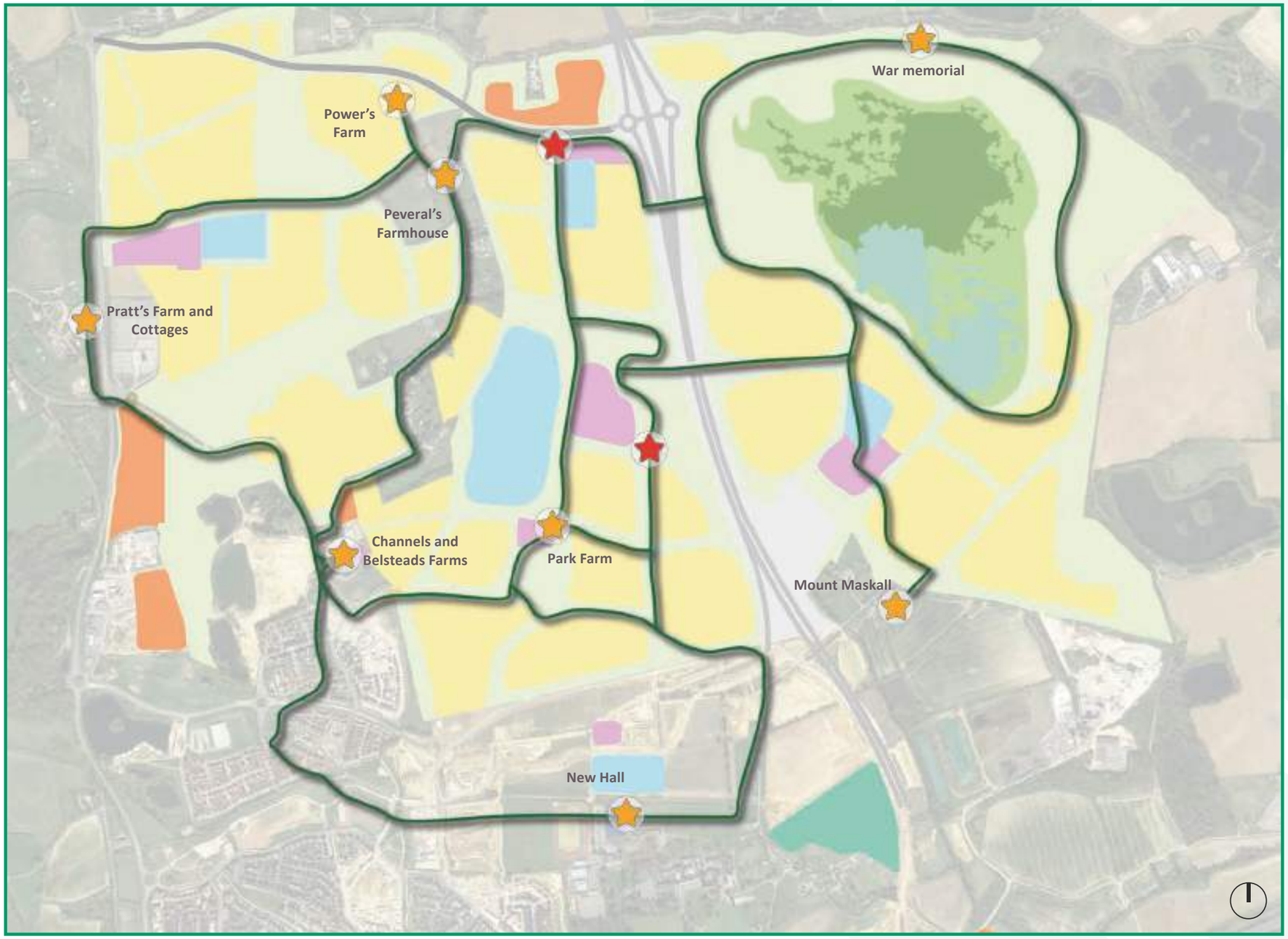
Key:

- **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.*

Oak Valley Primary

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

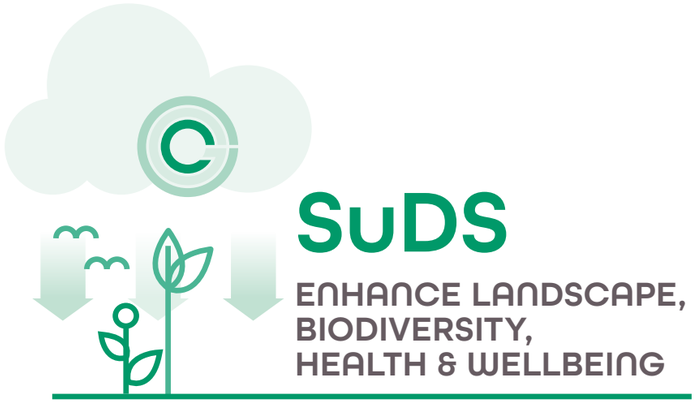
OBJECTIVE

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.

GUIDING FRAMEWORK PRINCIPLES : WASTE, ENERGY AND UTILITIES

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.

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

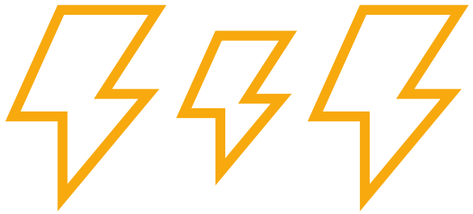
In the medium term The Development will aim to meet a range of energy performance targets set out below to deliver buildings which target Net Zero for total energy, reducing total carbon emissions, or meeting the requirements of future Government Net Zero Policy, whichever is greater.

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.

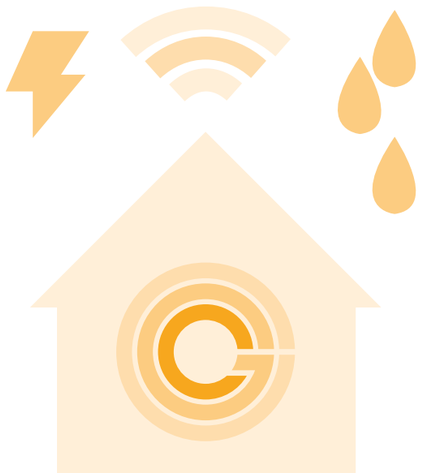
Delivery Item	Application Submission		Secure By		
	Outline Application	Reserved Matters	Condition	S106	Other
Foul Water Drainage Strategy	✓		✓		
Detailed Foul Water Drainage Strategy		✓	✓		
Maintenance Plan		✓	✓		
Planning Policy	Policy S2, S7				
Evidence Base	Onsite Civil Engineering Infrastructure 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.

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.

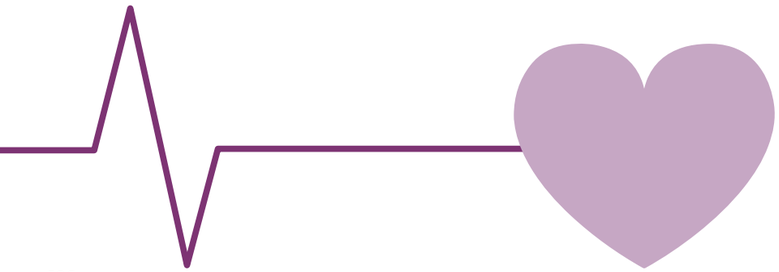
Delivery Item	Application Submission		Secure By	
	Outline Application	Reserved Matters	Condition	S106
High Level Utilities Layout	✓		✓	
Detailed Utilities Layouts		✓	✓	
Planning Policy	S9, DM25			
Evidence Base	Onsite Civil Engineering Infrastructure Statement. Utilities Report			

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			

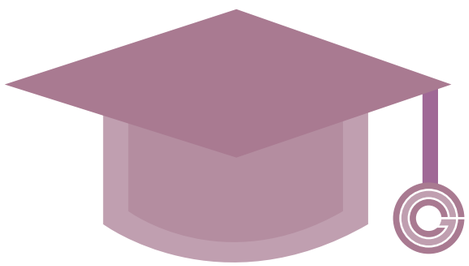
YARD FARM

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			

SPORTS HUB:
5.45HA
SPORTS HUB:
7.36HA
SPORTS HUB:
4.49HA
INCIDENTAL
SPORT:
0.05HA
Community Gardens
Community Gardens
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

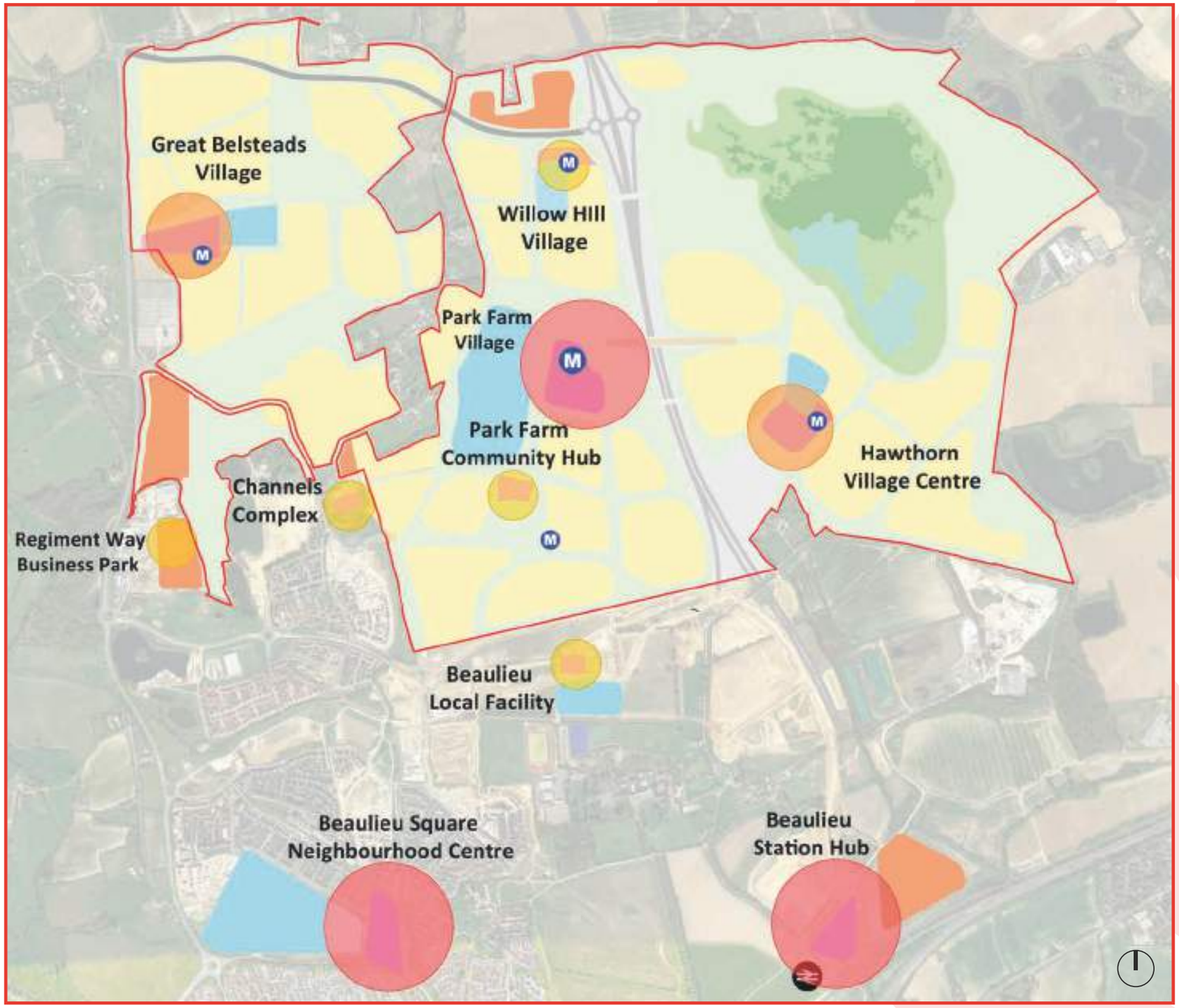
GREEN INFRASTRUCTURE PLAN

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.

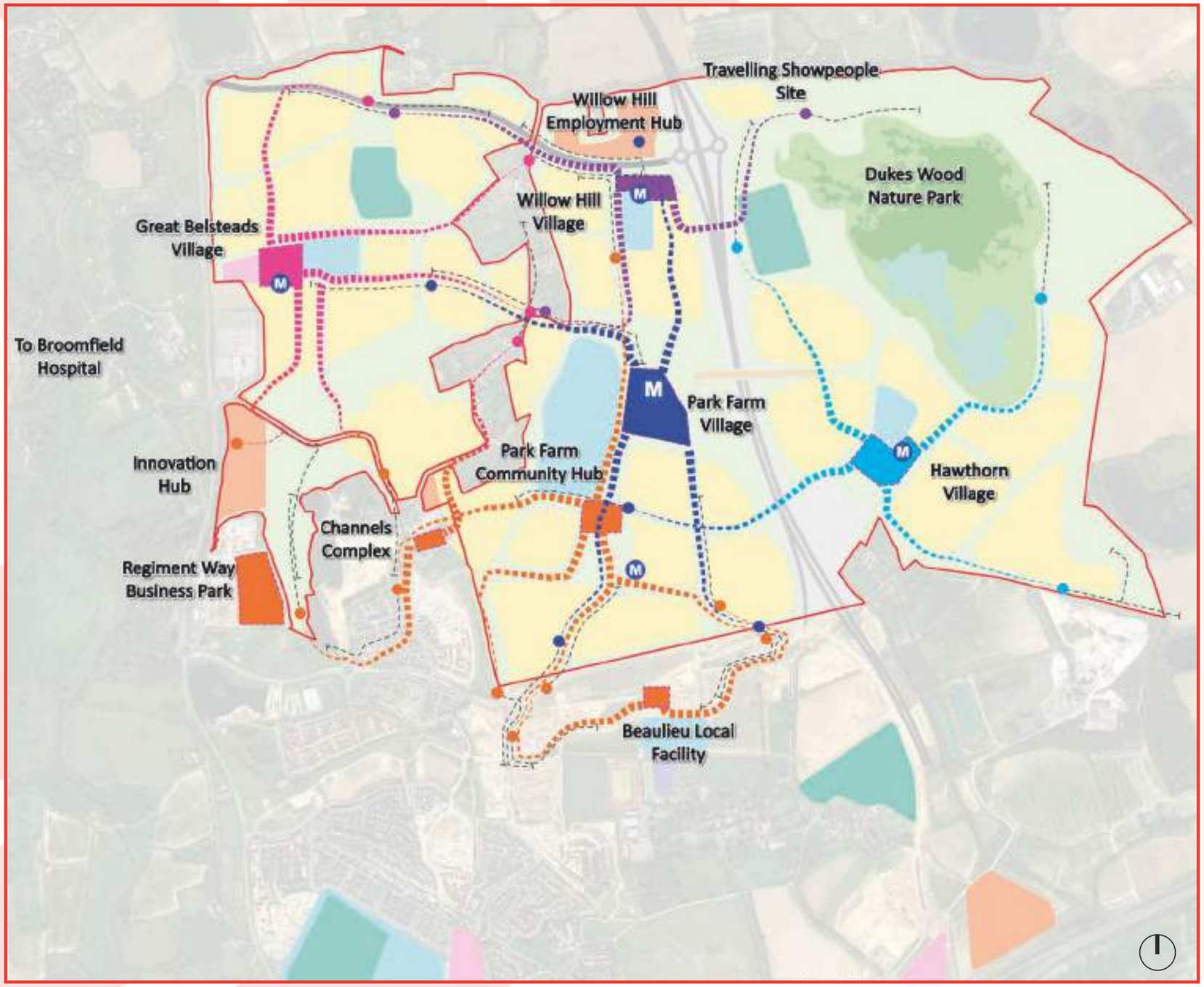
Willow Hill Village serves the Employment Area to the north of the Northern RDR as well as the travelling showpeople site and Dukes Wood Sports Hub to the west.

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

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

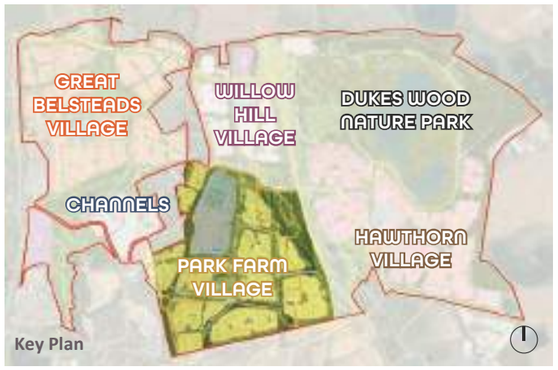
PARK FARM VILLAGE

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

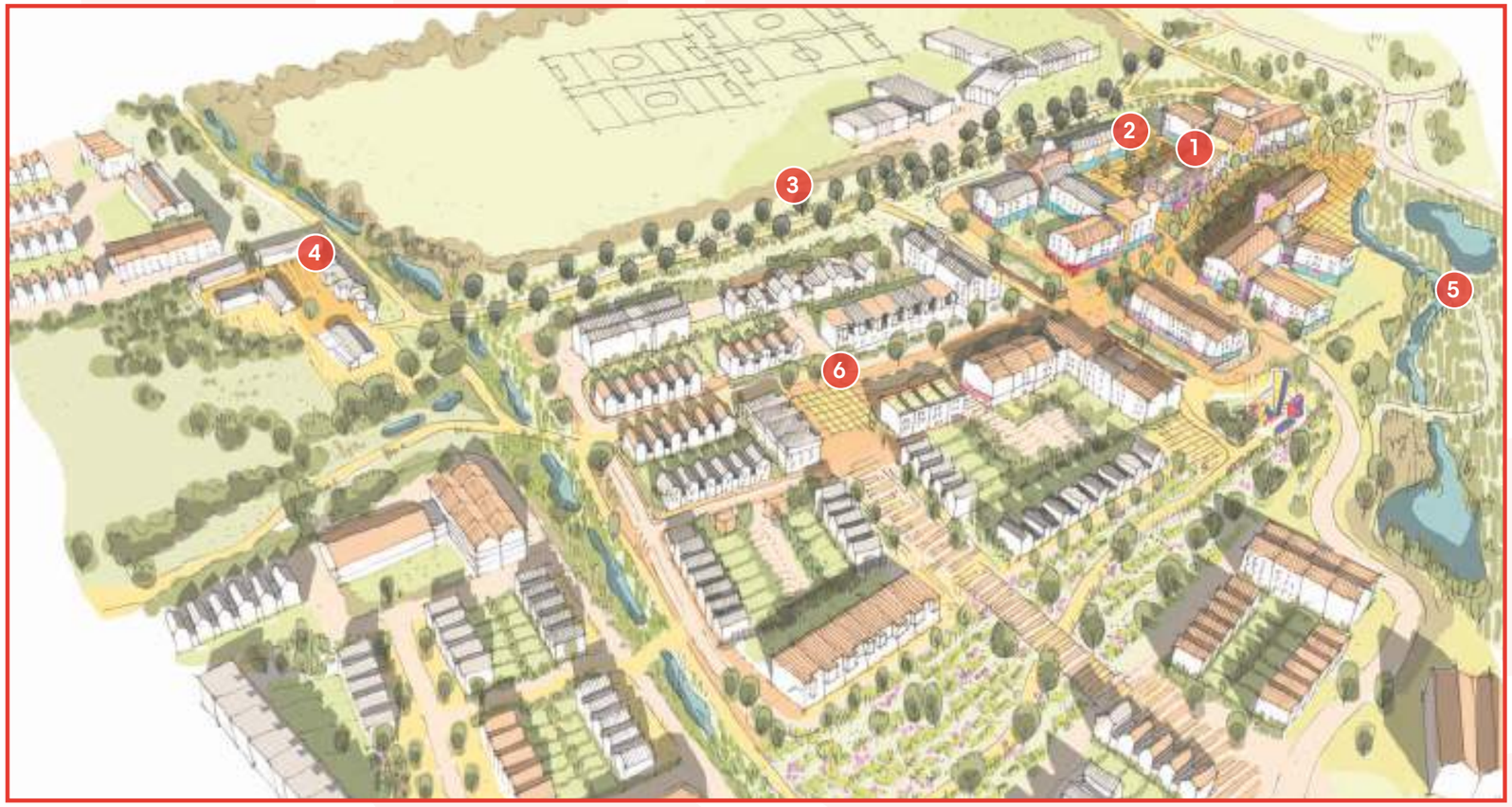
1. Key feature buildings punctuate the arrival into Park Farm Village from the north
2. A substantial public square forms the heart of Park Farm Village
3. A pedestrian and cycle boulevard links the Village Centre with the retained Park Farm

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

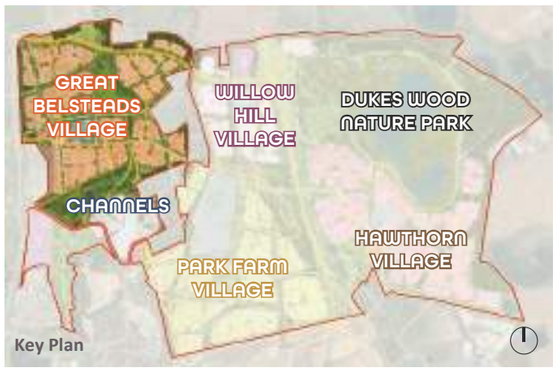
GREAT BELSTEADS VILLAGE

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

CHARACTER AREAS

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

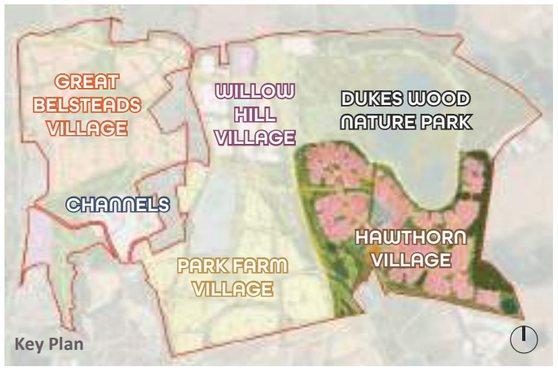
HAWTHORN VILLAGE

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.



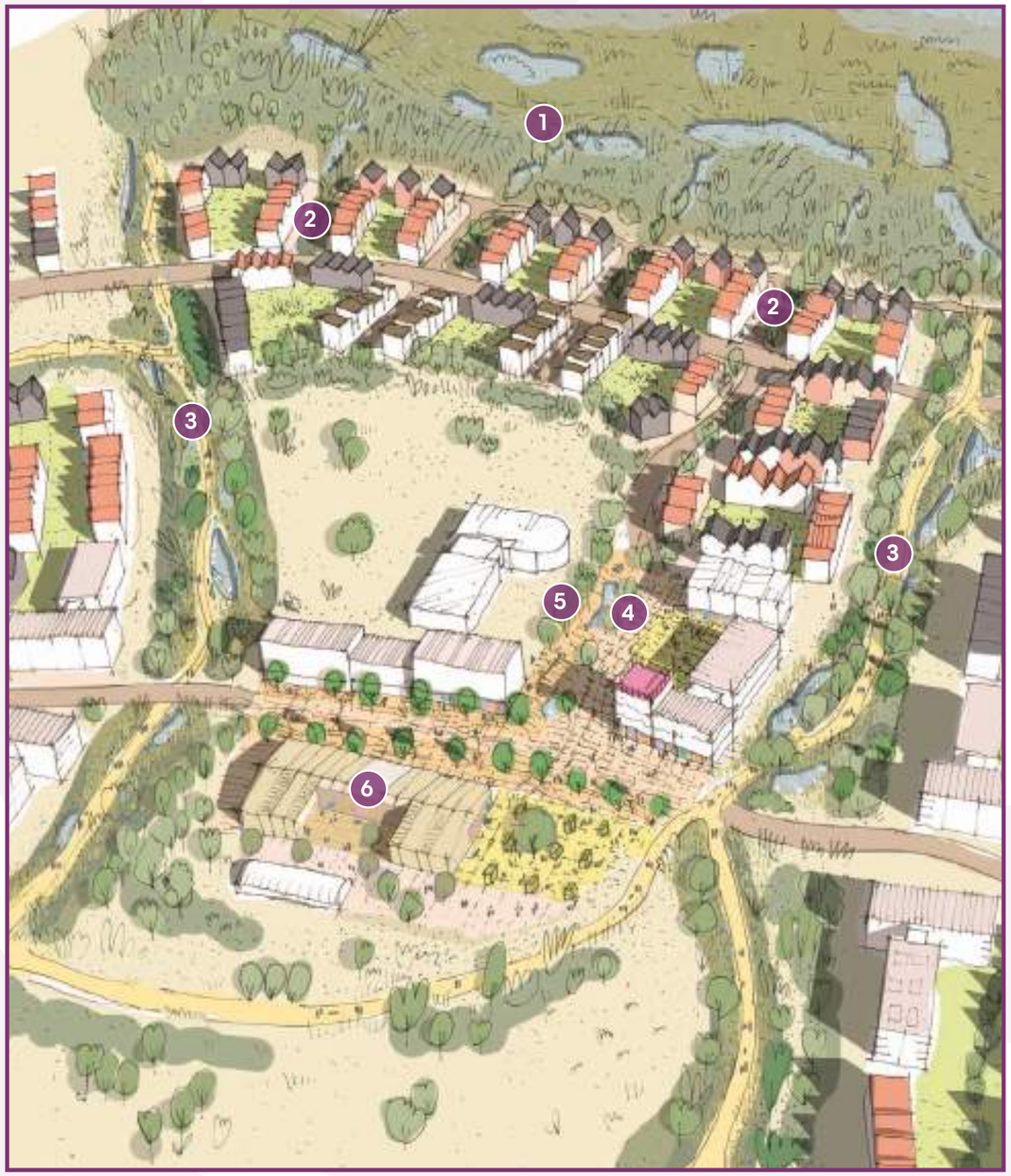
Right:

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

CHARACTER AREAS

CHANNELS COMPLEX EXTENSION

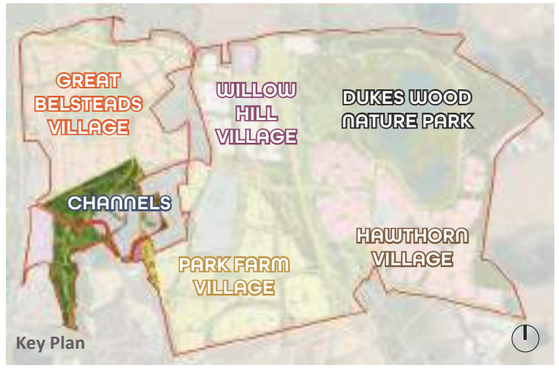
Plan:

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

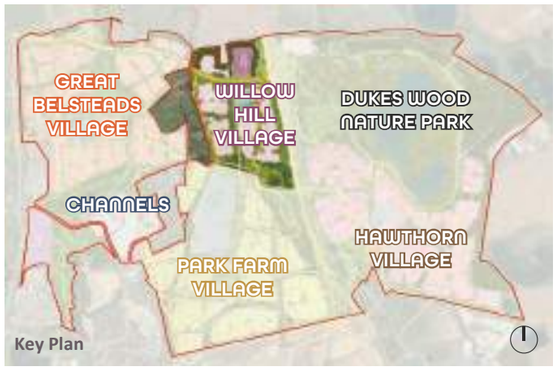
WILLOW HILL VILLAGE

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.



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

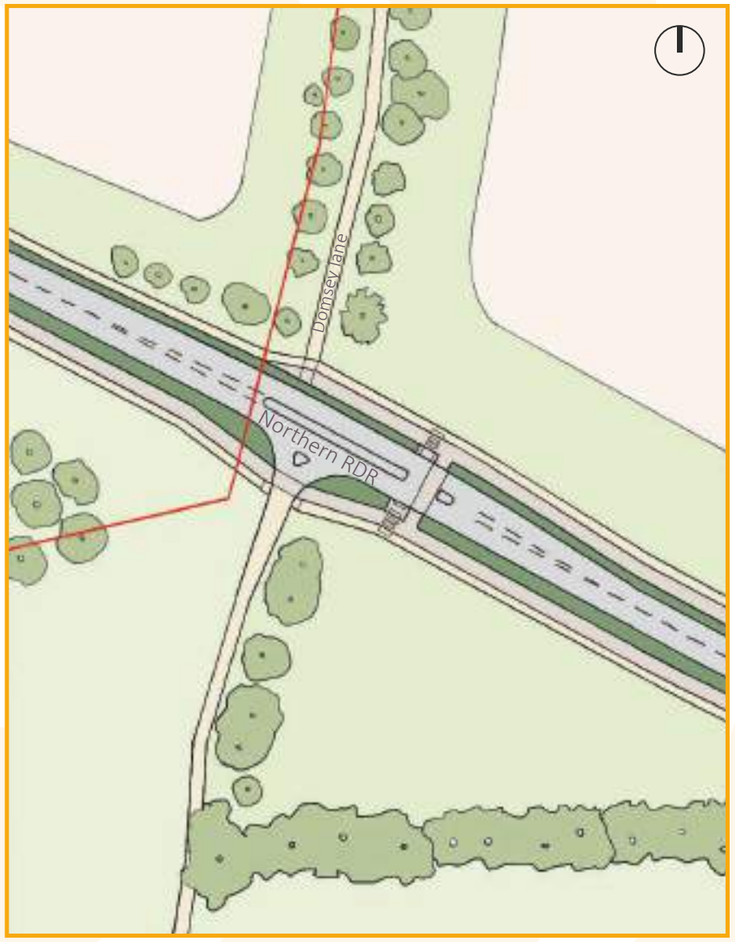
General character of Domsey Lane

Typical housing along Domsey Lane

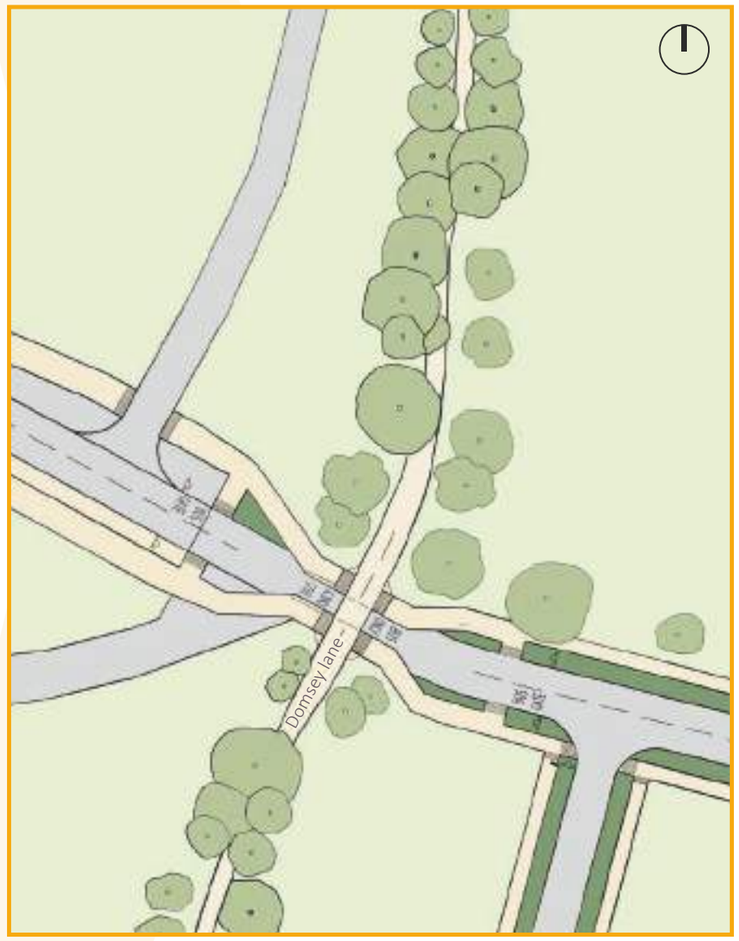
Plan

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.

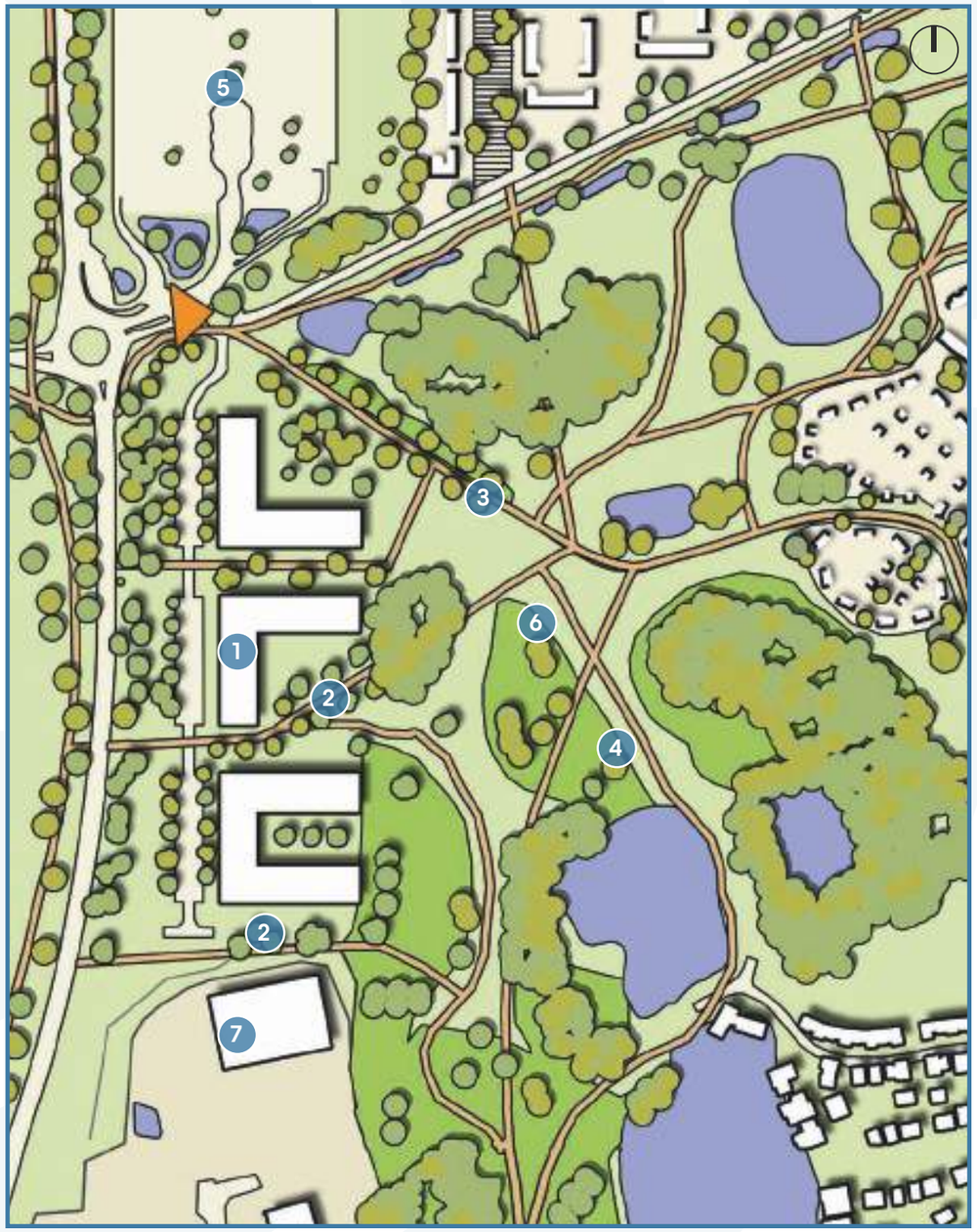
The four to five storey buildings create a backdrop to Channels Discovery Park, screening the parkland from Essex Regiment Way. The blocks are arranged to allow walking and cycling permeability through to Essex Regiment Way Sustainable Travel Corridor. These connections strategically connect the corridor 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

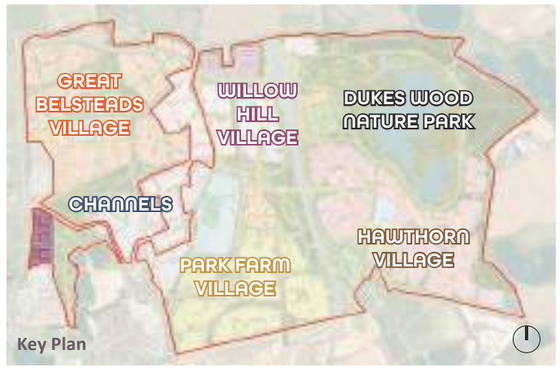


Plan:

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

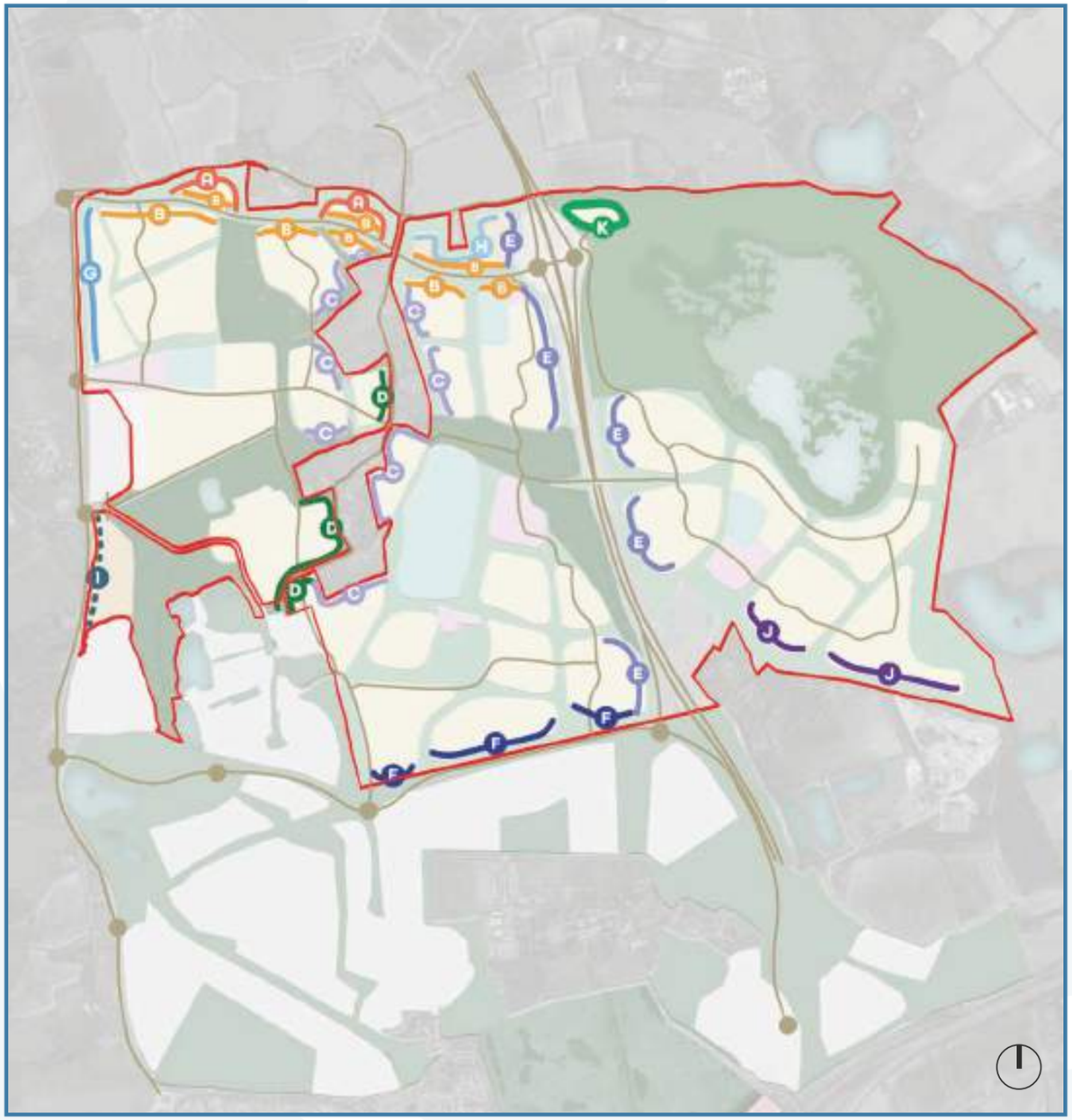
G A buffer of 16m has been reserved along Essex Regiment Way to allow for wildlife connections as well as noise mitigation measures. Further planting will add to the existing tree line outside of the redline boundary. Glimpses through into the development will be created at specific locations such as 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

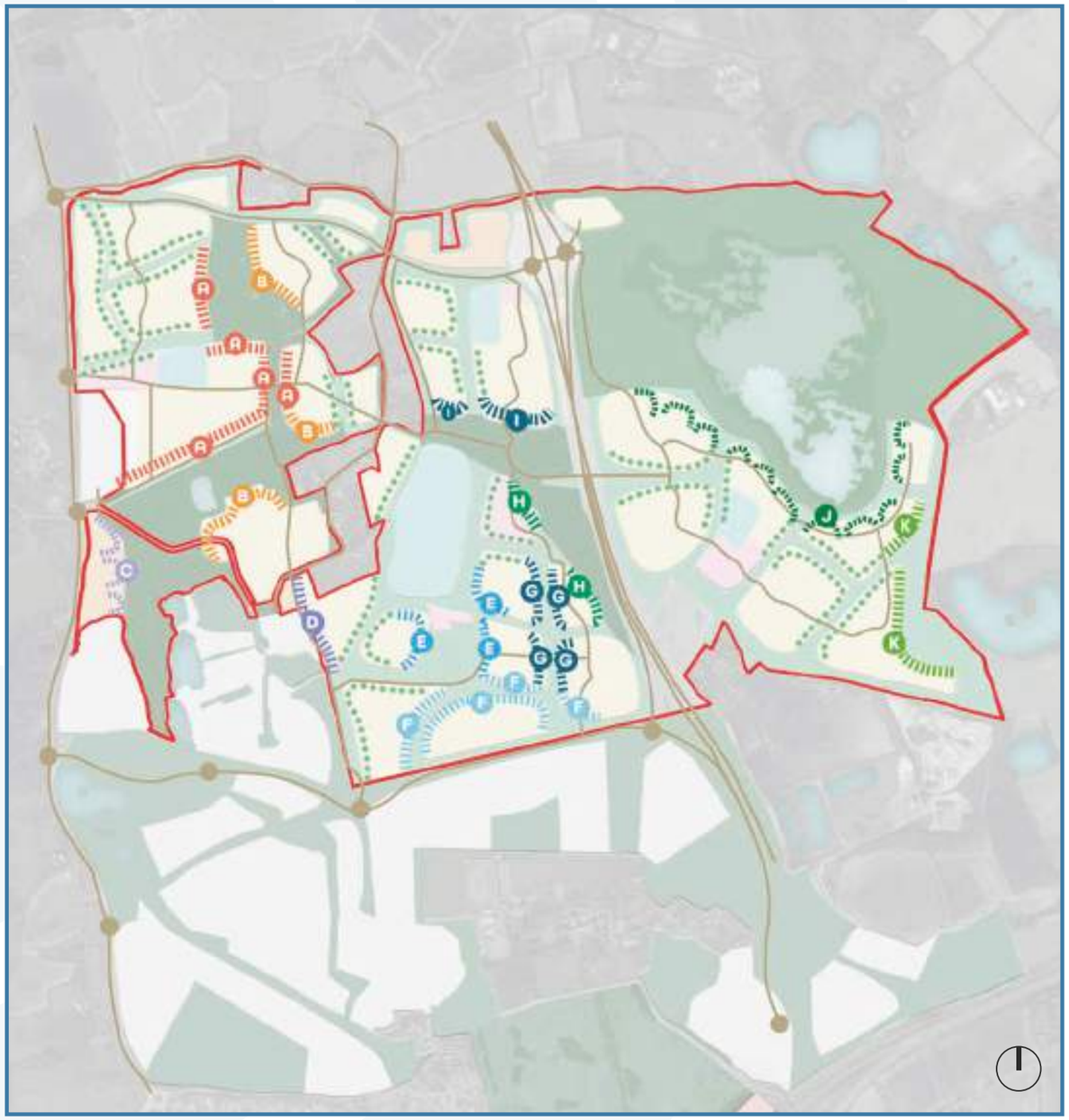


Diagram:

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

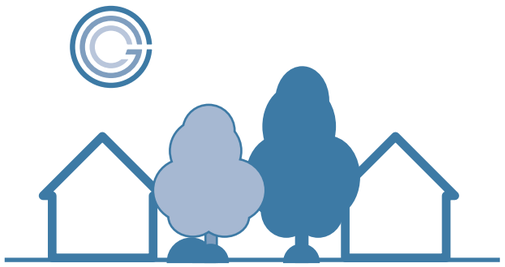
I **Park Farm Meadows Frontage - North**
Lower in scale than the southern boundary of the park however a strong frontage to be provided with homes maximising views over the parkland

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.

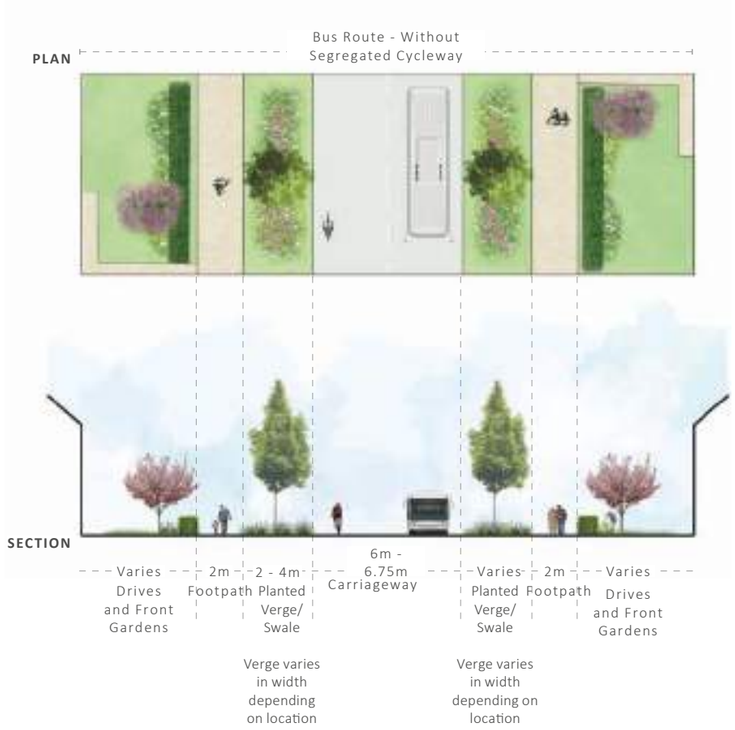
2. Bus Only Section of Road, where the general traffic flow is less than 2000 vehicle per day and therefore in accordance with LTN1/20 cycling would be comfortably accommodated on street, in accordance with the LTN1/20 criteria Whilst the road width is shown as 6.75m, it is proposed that lower widths 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

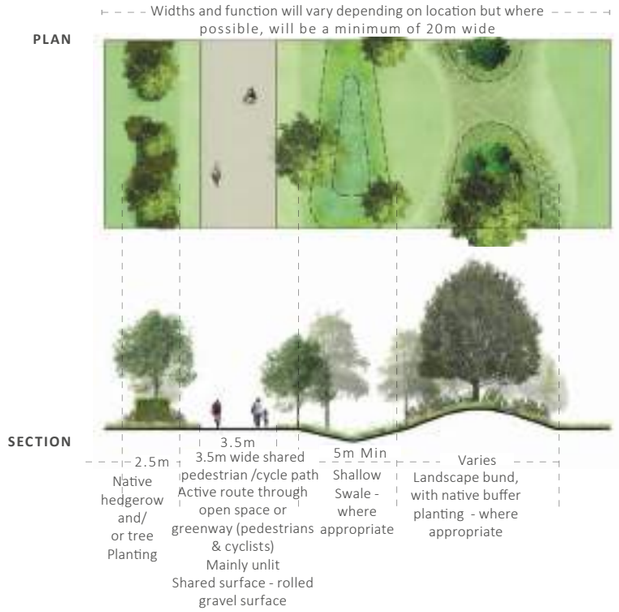
PRIMARY STREET - BUS ROUTE WITH ON-STREET CYCLING



ACTIVE TRAVEL ROUTE THROUGH LANDSCAPE & OPEN SPACE

Primary active travel route

Secondary active travel route



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

Key

- Development Parcels
- Active travel routes
- Board Walk
- LEAP/NEAP
- Informal Play Trail and Fitness Equipment
- Benches/Picnic Benches
- Illustrative Formal Sports Pitches
- Proposed Car Park
- Lake/Water Bodies
- Proposed Trees
- Woodland Blocks
- Reed/Marginal Planting
- Landscape Mounding
- Species Rich/Meadow Grassland
- Mown Amenity Grass Paths

**sports pitches illustrative and not to scale*

CHARACTER AREAS

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

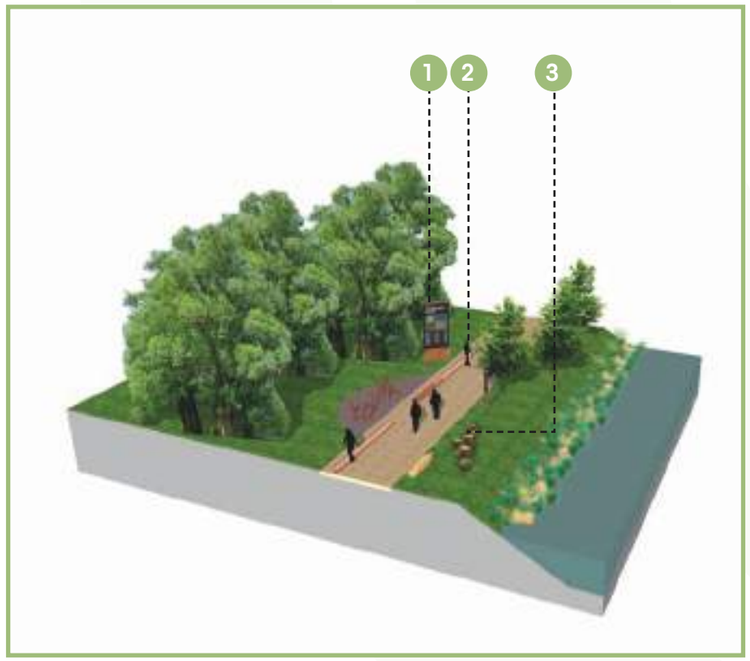
Landscape & Visual Technical Note,
Cultural Heritage Desk Based Assessment, Chelmsford Garden Community Nature Recovery Network

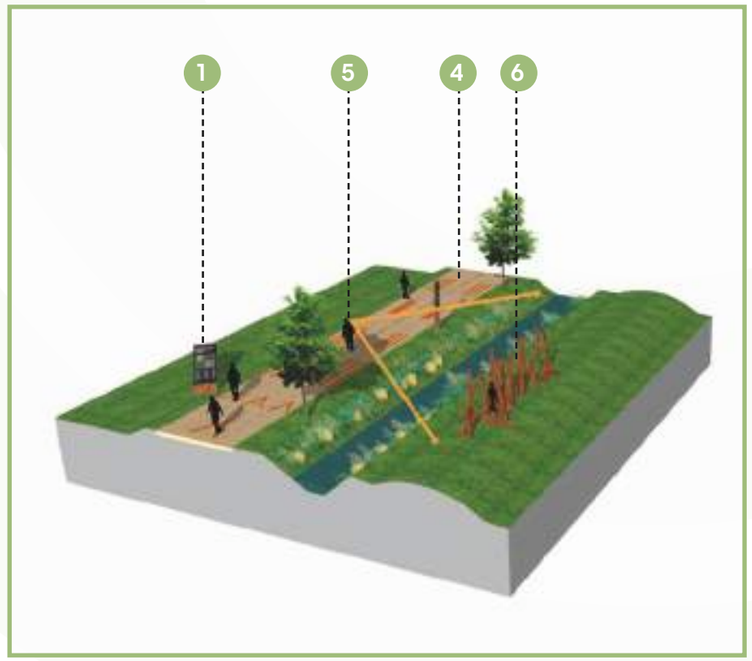
Diagrams below:

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

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

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*

Plan:

Phase 1 (2025-2029)

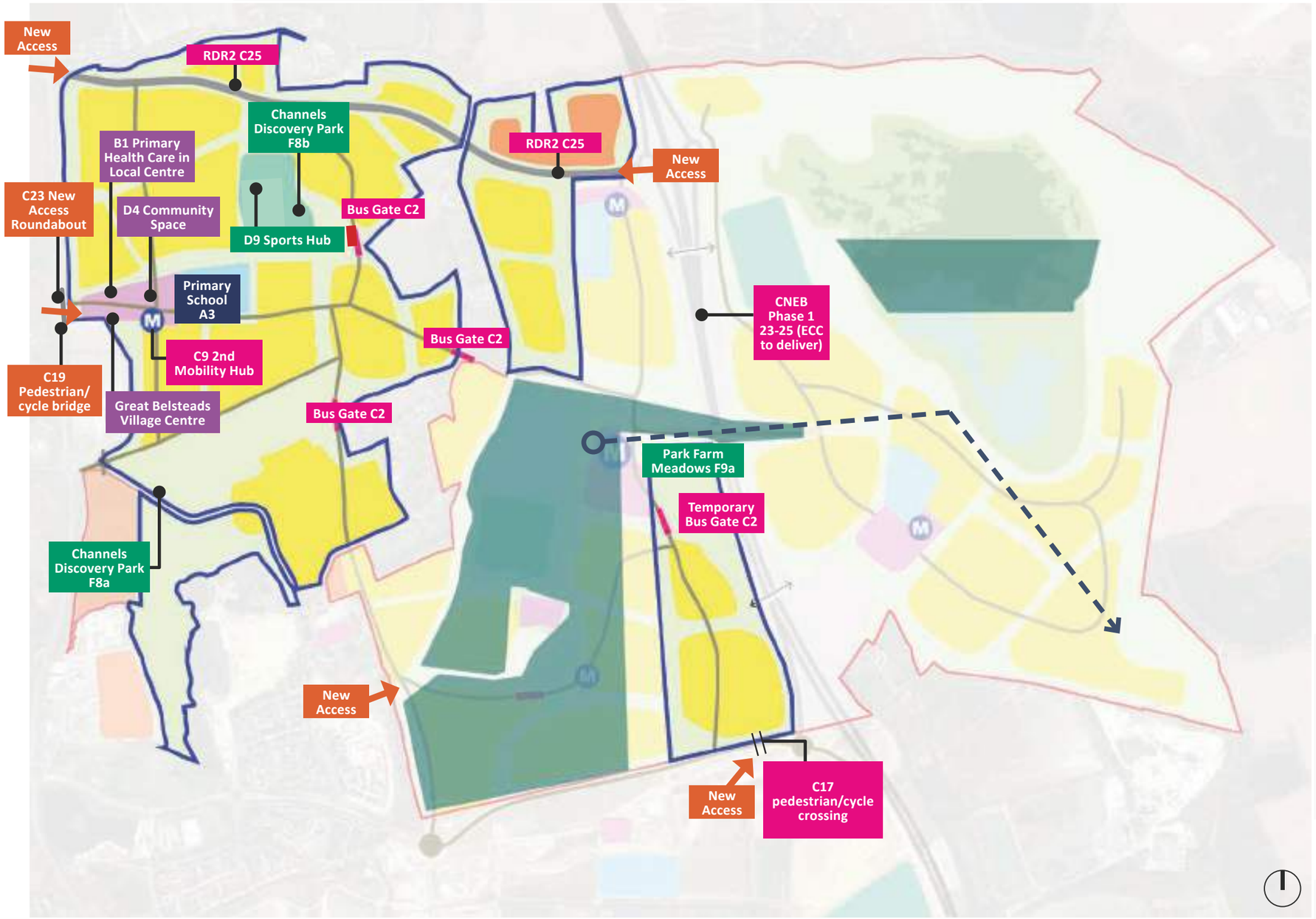
Phase 1 will see the opening up of five key accesses into the Garden Community as follows:

- 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.



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

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

Note: *Phasing plans may be revised and some phases may occur concurrently*

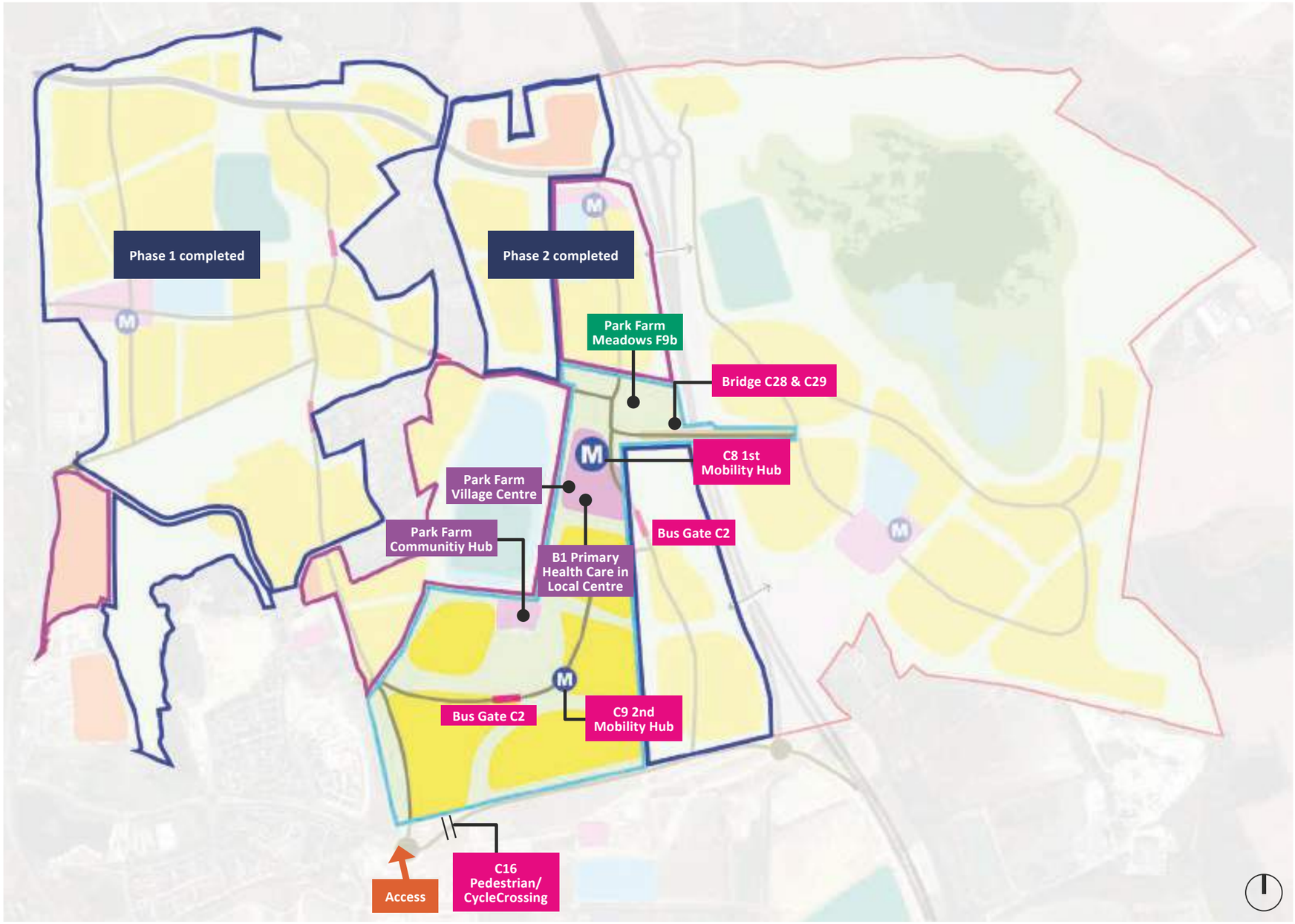
Plan:

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.



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.

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.

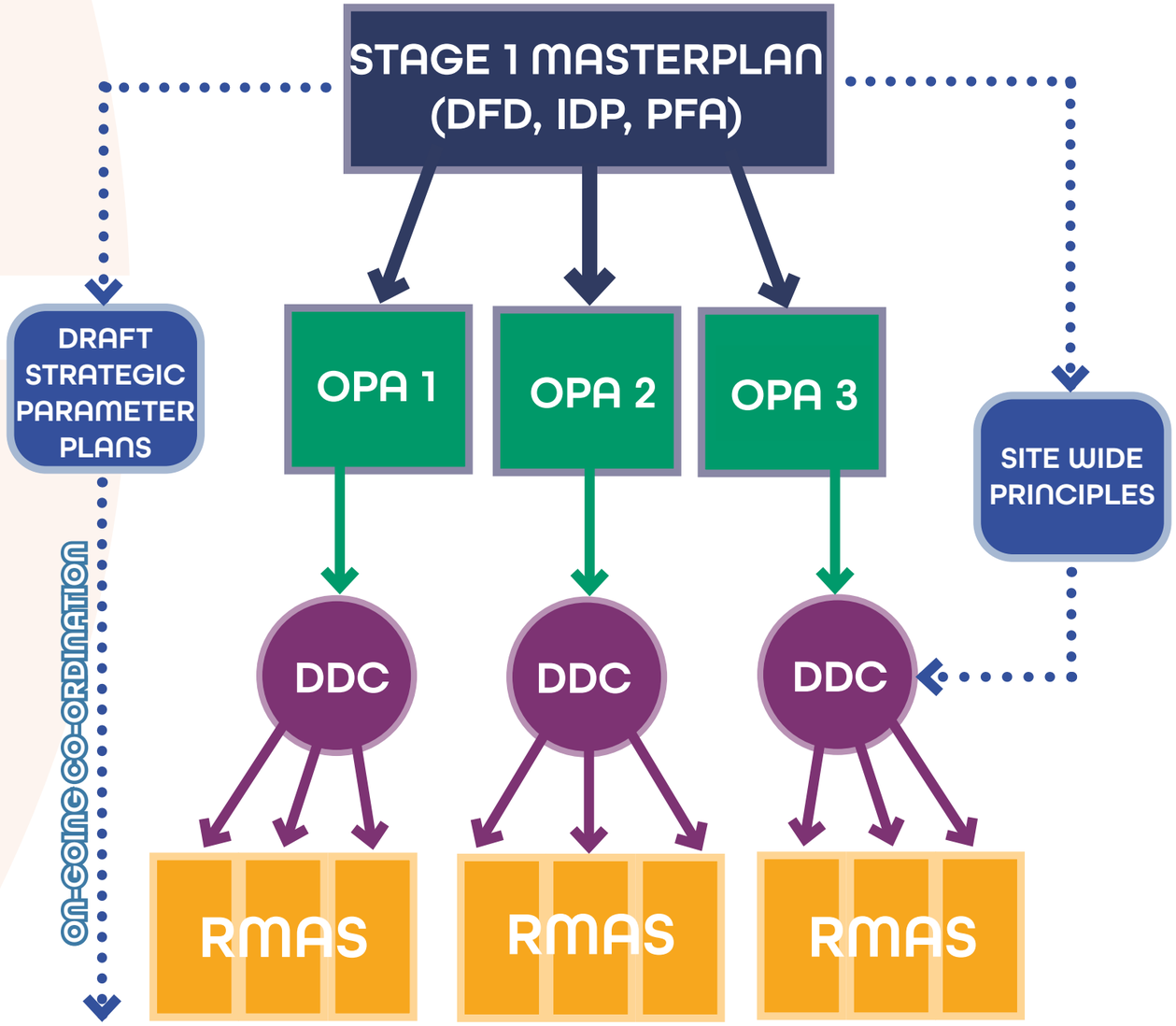
The DDCs for CGC will vary in their extent but will be consistent in their objectives and in how they stipulate design quality, following a consistent structure and format (see Appendix 2). All DDCs will make suitable reference to the latest version of the SWPs document to ensure consistency across CGC.

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.

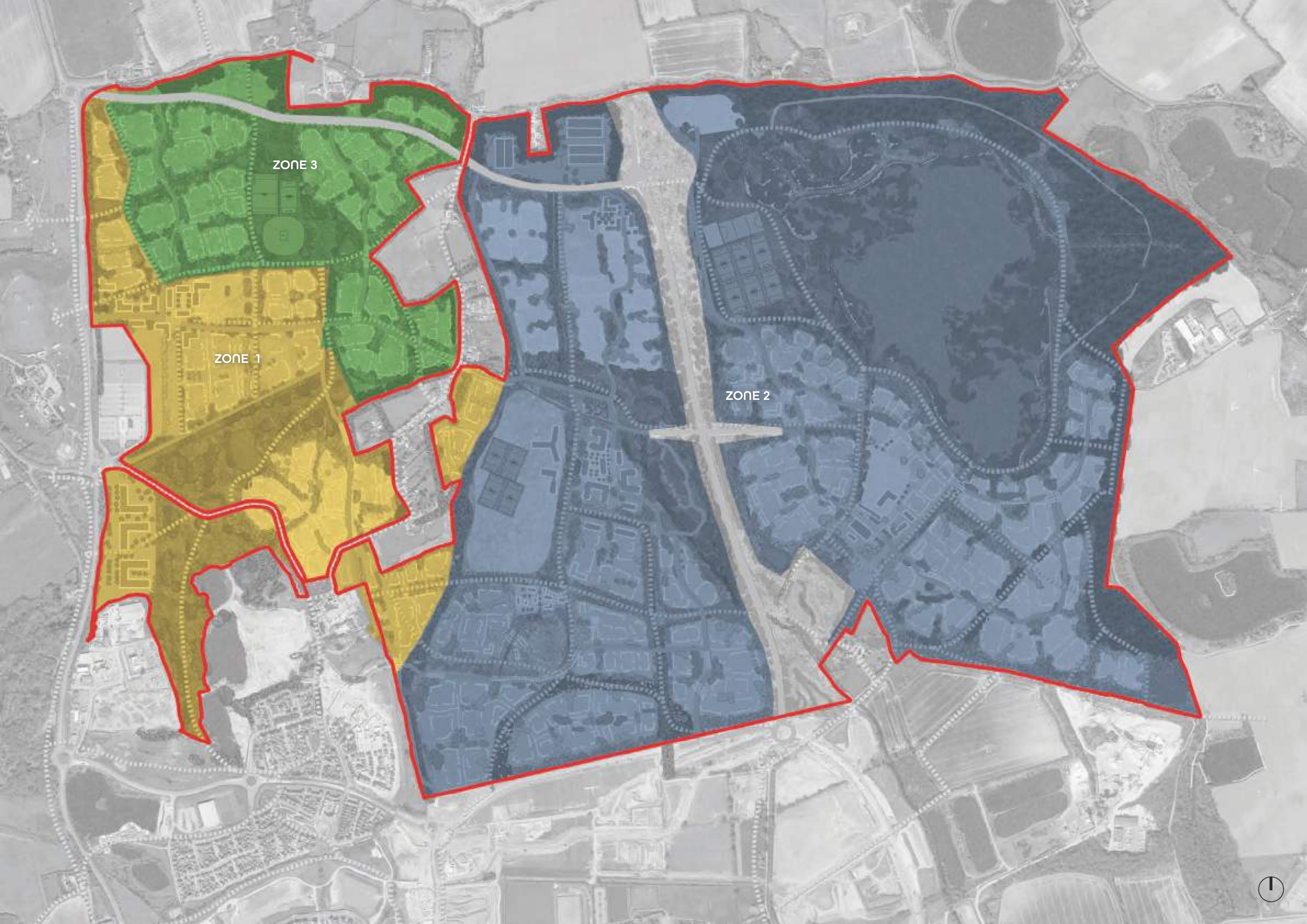


PLANNING PROCESS ILLUSTRATION

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

Chelmsford
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Community

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.

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.

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
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APPENDIX 4

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:

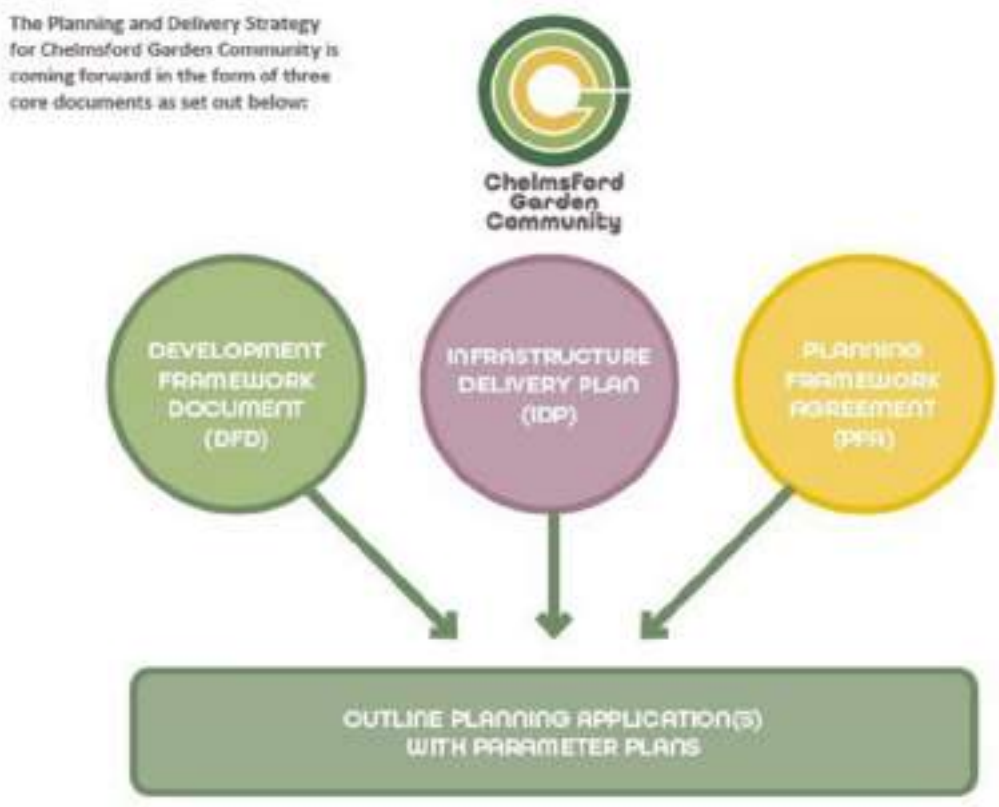
- **DFD:** which provides a comprehensive framework for delivering the CGC which will guide and inform the planning applications within the CGC area and ensure that the overarching vision is delivered in a cohesive and comprehensively planned manner within the plan period to 2036 and beyond.
- **IDP:** 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)

OPA 3 Planning Reference:

23/00124/OUT & 23/00124/FUL

Turner Morum LLP

December 2025

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1. INTSRUCTIONS

1.1. To undertake this site-specific viability assessment Greycoat Real Estate (Halley Developments Ltd)) 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 9.**

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 Halley Developments Ltd 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 zone 3 (OPA 3) (23/00124/OUT & 23/00124/FUL) submitted by Halley Developments Ltd to deliver infrastructure in accordance with the latest Infrastructure Delivery Plan (IDP), affordable housing levels compliant with the objectives of Chelmsford City Council (CCC), 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 the Council's Local Plan (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 3 dated 15th May 2025 / the Viability Briefing Note dated July 2025 (**Appendix 3**):

Breakdown of Inputs	Newmark May/July 2025	TM November 2025
Market Housing £ psf	£460	£460.0
BTR £ psf	£412.71	£412.71
Affordable Rent % of OMV	55% of OMV	55% of OMV
Shared Ownership % of OMV	70% of OMV	70% of OMV
First Homes % of OMV	70% of OMV*	70% of OMV*
DMR % of OMV	80% of BTR	80% of BTR
Commercial Land £ per acre	N/A	N/A
Marketing, agents, legal fees	3.0%	3.0%
BTR fees and marketing	2.0%	2.0%
Affordable disposal fees	0.5%	0.5%
Commercial disposal costs	N/A	N/A
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 First Homes	12%	12%

Profit Commercial	15%	15%
Site Specific Strategic Infrastructure	£33,102,360	£33,102,360
Abnormal Costs	£7,501,564	£7,501,564
IDP Cost	£55,291,720	£55,545,625
HIF	£0	£0
Provisional sum for S106 and stewardship (£ per dwelling)	£3,850	£3,850
CIL	£205.36	£205.36
Finance Rate	7.5%	7.5%
Benchmark Land Value (BLV)	£13,941,724	£13,941,724

**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 all of the appraisal inputs are agreed.

4.8. The only area of minor difference relates to the IDP costs where as noted earlier changes largely relate to assumptions on Roundabout 5 and the A12 Junction 19 from earlier iterations. The IDP is also a live document until the point at which a planning approval is obtained for each OPA and a partial fix is achieved. As such inevitable there will be updates and amendments to this document as further information is obtained.

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 3 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 an overall provision of c. 19% affordable housing with a 70/30 tenure split on the traditional 'for

sale' housing element of this scheme. This would realise 92 affordable rent dwellings and 39 shared ownership dwellings.

4.12. 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.

4.13. Ultimately should CIL reinvestment be achieved, there is the potential that OPA 3 is able to deliver a policy compliant affordable housing provision of 35% on the 'for sale' tenure and 20% on the Build to Rent tenure in the form of a discount market rental product, discounted by 20%. This equates to a blended provision of 29% affordable housing.

4.14. Based on this viability assessment we have estimated that of the total CIL budget of £15.498m for OPA 3 (at 35% affordable housing), c. £10.253m (78% of the CIL available for recycling) would need to be recycled back into CGC to fund certain IDP infrastructure items in order to achieve a viable scheme at policy compliant levels of affordable housing.

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 (CNEB) 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 6,500 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	246
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 3.

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**.

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 3 assuming a policy compliant affordable housing provision:

Ref	Tenure	Beds	No. Units	Average ft2	Average m2	Total ft2	Total m2
Flat	Market	**1**	29	550	51	15,950	1,482
Flat	Market	**2**	32	700	65	22,400	2,081
House	Market	**2**	101	800	74	80,800	7,507
House	Market	**3**	17	899	84	15,283	1,420
House	Market	**3**	58	930	86	53,940	5,011
House	Market	**3**	43	960	89	41,280	3,835
House	Market	**3**	78	1,000	93	77,500	7,200
House	Market	**3**	24	1,100	102	26,400	2,453
House	Market	**4**	22	1,170	109	25,740	2,391
House	Market	**4**	16	1,220	113	19,520	1,813
House	Market	**4**	15	1,370	127	20,550	1,909

[1] URL: https://www.gov.uk/government/publications/technical-housing-standards-nationally-described-space-standard/technical-housing-standards-nationally-described-space-standard

House	Market	**4**	18	1,530	142	27,540	2,559
House	Market	**5**	16	1,750	163	28,000	2,601
House	Market	**5**	6	2,020	188	12,120	1,126
TOTAL PRIVATE			**475**	**984**	**91**	**467,023**	**43,388**
Flat	BTR	1	5	550	51	2,750	255
Flat	BTR	2	60	655	61	39,300	3,651
House	BTR	2	114	800	74	91,200	8,473
House	BTR	3	186	910	85	169,260	15,725
House	BTR	4	51	1,141	106	58,190	5,406
TOTAL BTR			**416**	**867**	**81**	**360,700**	**33,510**
Flat	DMR	1	10	550	51	5,500	511
Flat	DMR	2	25	655	61	16,375	1,521
Flat	DMR	3	24	800	74	19,200	1,784
House	DMR	2	20	800	74	16,000	1,486
House	DMR	3	15	1,001	93	15,016	1,395
House	DMR	4	10	1,141	106	11,410	1,060
TOTAL DMR			**104**	**803**	**75**	**83,500**	**7,757**
Flat	Rented	1	24	550	51	13,280	1,234
Flat	Rented	2	40	655	61	26,163	2,431
House	Rented	2	70	808	75	56,359	5,236
House	Rented	3	21	1,001	93	21,186	1,968
House	Rented	4	24	1,141	106	27,208	2,528
TOTAL RENT			**179**	**806**	**75**	**144,196**	**13,396**
Flat	Shared O	1	8	550	51	4,216	392
Flat	Shared O	2	15	655	61	10,041	933
House	Shared O	2	31	808	75	24,773	2,302
House	Shared O	3	23	1,023	95	23,514	2,185
TOTAL SHARED O			**77**	**816**	**76**	**62,544**	**5,811**
TOTAL AFF (AR + SO)		**35%**	**256**	**1,136**	**106**	**290,241**	**26,964**
TOTAL RESIDENTIAL		***units**	**1,250**	**894**	**83**	**1,117,963**	**103,862**

**Provision of affordable housing is 35% on traditional 'for sale' housing products and 20% on BTR/DMR.*

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. During the course of recent negotiations TM and Newmark have agreed to an average GDV for OPA 3 equating to **£460 psf** which we consider to be supported by the evidence as per **Appendix 5**.

9.9. For the affordable rent dwelling we have adopted a capital value of c. £253 psf which equates to c. 55% of OMV. This benchmark has been agreed with Newmark.

9.10. 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.

9.11. For a DCF the standard assumptions include 4 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 £322 psf which has been agreed with Newmark.

9.12. In addition to the tenures noted above, OPA 3 is proposed to include c. 520 dwellings as Single Family Rent (SFR) and Build to Rent (BTR); 400 of these dwellings will be delivered as private with 120 as Discount Market Rent at a 20% discount. To calculate the value of this element of the scheme we have considered comparable rental evidence and suitable deductions for OPEX costs to arrive at a net operating income then finally capitalised at a suitable yield. A breakdown of this calculation is included as per **Tab 6 Appendix 2**.

9.13. To inform the assumption on the achievable rental values we have referred to the Local Plan Viability[2] which applies gross rents of £925 pcm for a 1 bed apartment, £1,198 pcm for a 2-bed apartment and £1,350 for a 3-bed apartment. The adopted yield to capitalise the rents is 4% and the outturn average capital value equates to £384 psf.

9.14. In this viability both TM have Newmark have calculated the capital value for the BTR units at c. **£413 psf**.

9.15. It is acknowledged within the Government's Planning Practice Guidance (PPG) on BTR that they do not operate within the same confines as traditional for sale dwellings and therefore are unable to deliver the same tenures/percentages of traditional affordable housing[3]. Consequently, it is proposed that within the SFRelement of OPA 3 20% of the dwellings will be delivered as Discount Market Rent (DMR) which has been valued at 80% of the SFR values. Therefore, within OPA 3 there are 416 SFR dwellings and 104 DMR dwellings.

9.16. There is no commercial serviced land within OPA 3 and therefore it is not reflected as an income/cost in this appraisal assessment.

9.17. The below table summarises the outturn GDV from OPA 3 (assuming a policy complaint affordable housing delivery):

[2] HDH Local Plan Viability Update, August 2023, CCC, Page 74, Table 4.18
[3] PPG BTR, Paragraph 002, Revision Date 13 09 28, Reference ID 60-002-20180913

Unit Type	£s per ft2	Unit Value	Total Value
TOTAL MARKET HOUSING	£460.00	£452,751	£214,830,580
TOTAL BTR	£412.71	£357,847	£148,864,350
TOTAL DMR	£330.17	£265,088	£27,569,152
TOTAL AFF RENT	£253.00	£203,979	£36,481,587
TOTAL SHARED OWNERSHIP	£322.00	£262,743	£20,139,229
TOTAL AFFORDABLE UNITS	£293.59	£234,186	£84,189,967
TOTAL RESIDENTIAL GDV	£400.63	£358,308	£447,884,897

DEVELOPMENT COSTS

FEES, MARKETING & LEGALS

9.18. 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.

9.19. 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 BTR and DMR dwellings (which are not disposed to an RP but by a developer directly) at 2% of GDV.

BUILD COSTS

9.20. 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.

9.21. 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.

9.22. 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.

9.23. Further to the above we have applied an additional cost of £10.50 psf for piled foundations. For OPA 3 this is applied to 289,521 sq ft thus totalling £3.040m. We have then applied a 5% contingency to the above costs.

FUTURE ENVIRONMENTAL STANDARDS

9.24. We have included cost for the incoming changes to Building Regulations (Part L & F). 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. This is especially pertinent for OPA 3 where the planning permission will require the delivery of c. 156 dwellings north of the Northern Radial Distributor Road to a Passivhaus/zero carbon standard which clearly will incur a significant build cost premium.

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 3 is 212.

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[4]. 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 'standard' affordable housing (shared ownership and affordable rent) and 12% (of GDV) for DMS. For any commercial space and the private Build to Rent units we 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 17.1% on GDV on OPA 3 which is a reasonable blended benchmark allowance.

SITE INFRASTRUCTURE

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 has been agreed between Arcadis & Aecom in a Q1 2023 cost plan at a cost of c. £33k per dwelling or c. £210m and includes a split of the costs between the OPA's. Full details of the agreed cost plan can be viewed 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. In the TM assessment we have separated out the costs of infrastructure and abnormals. For strategic infrastructure the total cost across CGC is c. £183m with the cost for OPA 3 being c. £33m.

ABNORMAL COSTS

[4] HDH Local Plan Viability Update, August 2023, CCC, Page 117, Para 7.31

9.31. Further to the above there are abnormal costs within the agreed cost plan and additional abnormals which have become apparent following ongoing site investigations; these have been separately included in the viability.

9.32. For OPA 3 the additional abnormal costs relate to required archaeology works which were not known at the time of the previous viability submission as well as additional utility and enabling works. The total cost for these works are £7.324m and the supporting evidence is included as per **Appendix 7.** The abnormal costs identified in the Arcadis cost plan for OPA 3 come to £176,754 after indexation.

9.33. The schedule below summarises the split between the OPA's of 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 3
Total Abnormals in Arcadis CP **post indexation**	£176,754
Total Additional Abnormals identified by OPA's	£7,324,810
Total Strategic Infrastructure **post indexation**	£33,102,360
TOTAL	**£40,603,925**

IDP COSTS

9.34. 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. Since then further updates have been made specifically in relation to the funding and delivery of the A12 Juction 19 and Roundabout 5. A summary of the base IDP position is shown in the schedule below:

Description	REF (IDP Tabs 3 - 8)	OPA 3
Health & Wellbeing	Tab 3	£279,038
Movement	Tab 4	£24,921,187

Community & Leisure	Tab 5	£11,486,593
Green & Blue Infra	Tab 6	£211,813
Education	Tab 8	£18,552,727
TOTAL		**£55,451,358**

HIF RECYCLING

9.35. 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

9.36. Stewardship costs have been included at an estimated benchmark budget allowance of £3,850 per dwelling. 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 viability would be updated accordingly.

9.37. In the event that the Council requires OPA 3 to designate dwellings within their scheme for stewardship use, this would have the impact of worsening the viability. This is because the stewardship units would be effectively 'gifted' to the Council at nil value but the developer would still incur the cost to build/service the dwellings. In this circumstance the viability can be improved through either a reduction in the stewardship £ per dwelling allowance, a reduction in affordable housing and/or an increase in the amount of CIL reinvestment required.

COMMUNITY INFRASTRUCTURE LEVY (CIL)

9.38. 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. To confirm the area of SFR is also assumed as CIL liable.

9.39. The calculation of the CIL charge for OPA 3 therefore comes to £15.498m 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.

9.40. 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

9.41. 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 3	1,250	£571,875

9.42. 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 £392,900 for OPA 3.

FINANCE COSTS

9.43. 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[5].

9.44. In terms of development programme, we have assumed a site purchase on Year 1 with housebuilding operations commencing in the same year. The 1st sales are achieved in Year 2 with the build programme then following the same trajectory as the sales rate for an 11-year period until practical completion.

9.45. 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 8**.

[5] HDH Local Plan Viability Update, August 2023, CCC, Page 119, Para 7.42

9.46. The IDP trajectory is based on the triggers for delivery contained in the IDP and the supporting specification documents. One will note for OPA 3 the extent of the upfront infrastructure burden is due to the requirement to deliver infrastructure items such as the Northern Radial Distributor Road and the Discovery Park North in the early years of the OPA occupations. This essentially means that c. 75% of the IDP costs for OPA 3 are outgoing in the 1st 2 years of occupations which place a significant strain on the cashflow finance costs.

9.47. The CIL trajectory is based on an assumed Reserved Matters breakdown by the OPA to the Council; the payment profile follows the Council's. The split of the costs have been agreed with the OPA and are derived from 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

9.48. 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 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 3 the application of a BLV which is consistent with the Council's August 2023 LPVU equating to £101,174 per acre.

10.4. For OPA 3, applied to 137.8 acres, this results in a BLV of **£13,941,724**.

11. OPA SPECIFIC CONCLUSIONS

11.1. Once the above assumptions are applied to the viability assessment the outturn conclusions for OPA 3 are as follows:

OPA	AH% (units)	HIF	CIL	Residual Land Value	BLV	Surplus / Deficit	Viable/ Non-Viable?
3	29%	-£12,505,000	-£15,498,503	-£14,800,997	£13,941,724	-£28,742,721	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?
3	29%	£0	-£15,498,503	£327,821	£13,941,724	-£13,613,903	NON-VIABLE

11.3. Even the removal of HIF recycling the conclusions of OPA 3 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?
3	19%	£0	-£17,699,996	£13,941,724	£13,941,724	£0	VIABLE

11.4. The policy compliant position for OPA 3 is 29% affordable housing reflecting 35% policy provision on the traditional for sale housing products, and 20% on the BTR element of the scheme.

11.5. Once the cost of HIF recycling Is removed from the viability, the affordable housing needs to be reduced to a total of c. 19% in order to achieve a viable scheme. In order to preserve the provision of a policy compliant affordable housing scheme, it has been agreed with the Council that CIL can be recycled back into the development to fund certain infrastructure items. The maximum CIL reinvestment figure has been agreed at 85% as 15% of CIL is paid directly to the Parish Council. The viability calculates this through assuming the full CIL is paid by the OPA, but then a certain % is then used to reduce the IDP costs on the basis that certain IDP items would be funded by CIL.

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.

11.7. For OPA 3 this provides an IDP budget of c. £14.658m which could be funded through CIL reinvestment if required due to viability. If we revert the affordable housing to a policy compliant position, then 78% of the CIL recycling pot for OPA 3 would be required as recycling back into the development to fund a portion of the above infrastructure items. On this basis 78% equates to £10.254m of the total CIL charge for OPA 3. This figure could be used to cover the majority of their £13.565m education contributions (excluding early years and childcare). 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 accounting for CIL reinvestment is summarised below:

OPA	AH% (units)	Total CIL Paid	CIL Re-investment	Residual Land Value	BLV	Surplus / Deficit	Viable/ Non-Viable?
3	35%	-£15,498,503	-£10,253,669	£13,941,724	£13,941,724	£0	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:

Tab 1A - GDV vs Total Cost		
	Surplus/Deficit	**GDV**

	-£11,757,601	-10%	-5%	0%	+5%	+10%
TOTAL COSTS	+10%	-£103,036,323	-£80,642,078	-£58,247,833	-£35,853,589	-£13,459,344
	+5%	-£80,664,005	-£58,269,760	-£35,875,515	-£13,481,270	£8,912,975
	0%	-£58,291,686	-£35,897,441	-£13,613,903	£8,891,048	£31,285,293
	-5%	-£35,919,368	-£13,525,123	£8,869,122	£31,263,367	£53,657,612
	-10%	-£13,547,049	£8,847,196	£31,241,440	£53,635,685	£76,029,930

13. CONCLUSIONS

13.1. This assessment has determined that OPA 3 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. 19% in order to achieve a viable scheme. A summary of the breakdown of the obligations expected from OPA 3 based on this analysis are shown in the table below:

Affordable Housing	19%
Affordable Rent Units	92
Shared Ownership Units	39
IDP Costs	-£55,545,625
Stewardship	-£4,812,500
CIL	-£17,699,996
Specialist Residential Accommodation Commuted Sum	-£571,875

13.3. As noted in the OPA specific conclusions section of this report should CIL reinvestment be agreed with the Council and implemented on this scheme, the affordable housing provision could be delivered at a policy compliant level so long as c. £10.253m of CIL is used to reduce the IDP burden of OPA 3. It follows that our recommendation is that CIL reinvestment is employed on this application to allow affordable housing policy targets to be achieved.

13.4. Should certainly cost assumptions in the schedule above change then this would serve to change the outturn 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).

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

December 2025

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**
Green & Blue Infra	**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**												
	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.

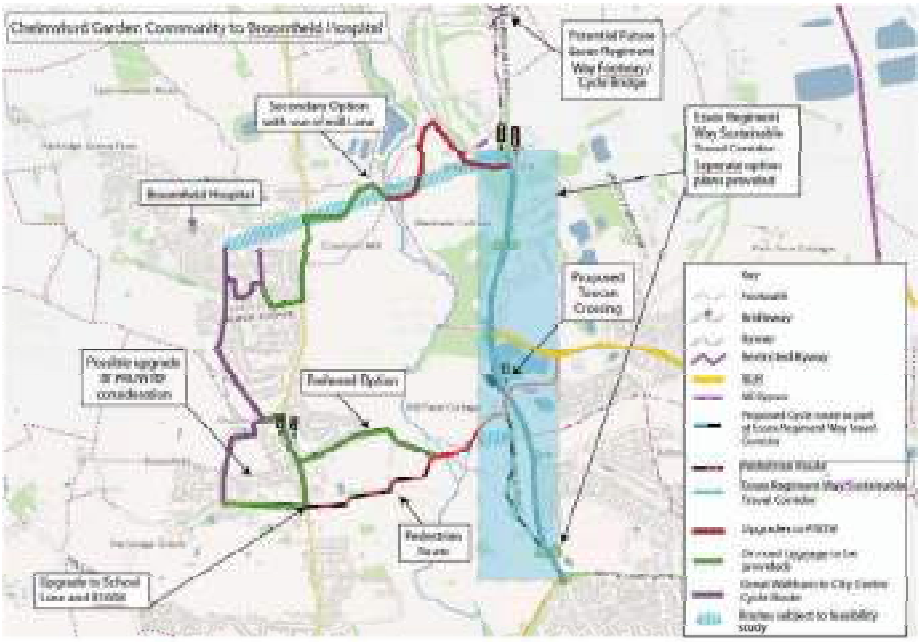


Figure 3.3: Corridor Site to Broomfield Hospital

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.

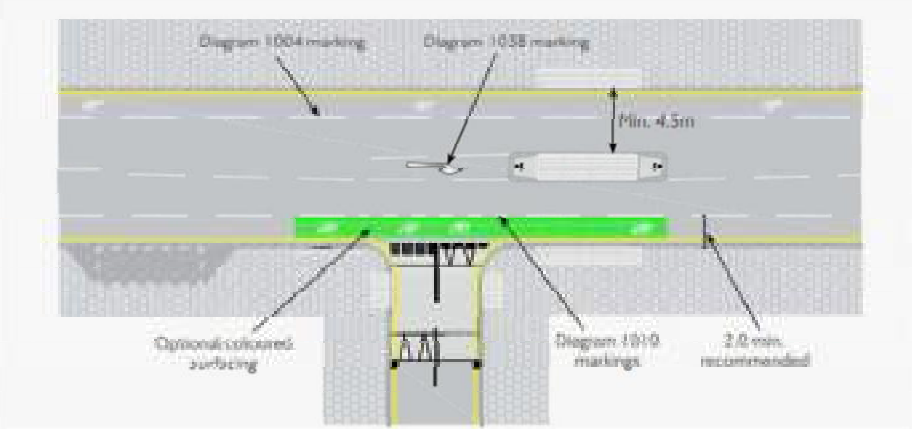


Figure 3.4: Island-protected cycle right turn into side road

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

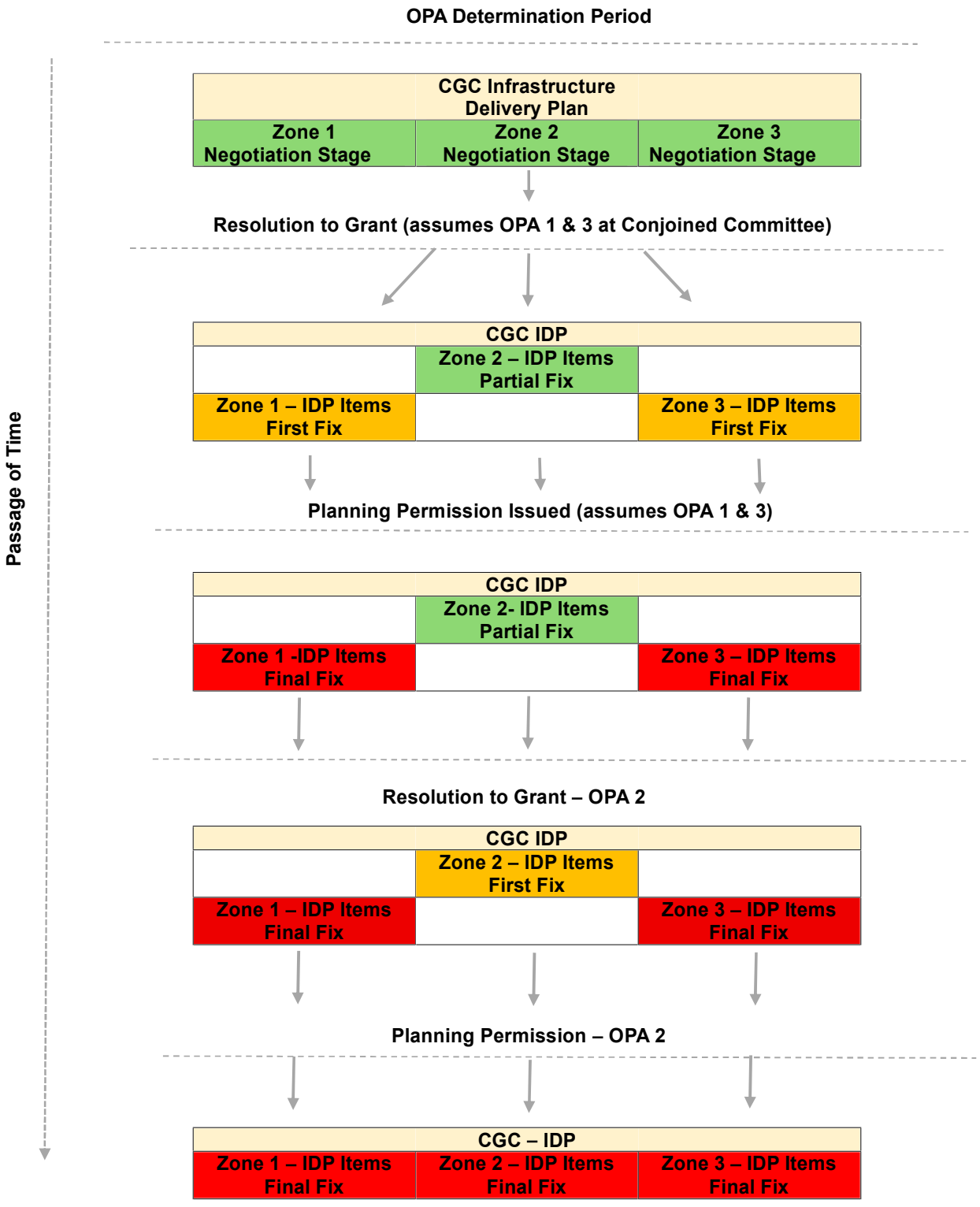
Table 3.3: Summary of Broomfield Proposals

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

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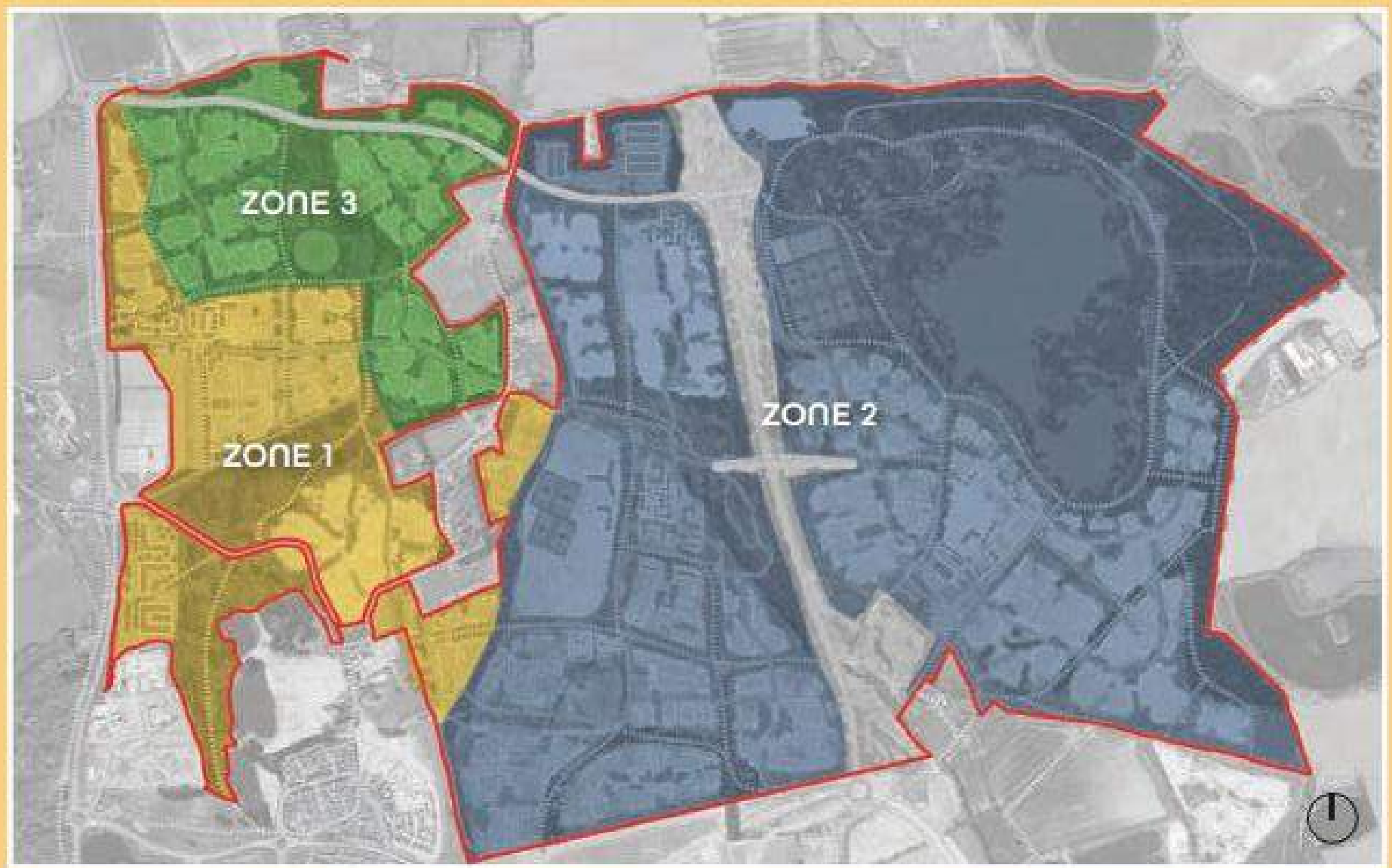
CGC Stage 2

3 OUTLINE PLANNING APPLICATIONS



APPENDIX 2

Turner Morum
Chelmsford Garden Community
29% Residual Appraisal Model OPA 3 **Tab 1C**

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	29	550	51	15,950	1,482	£460.00	£253,000	£7,337,000				
Flat	Private	2	32	700	65	22,400	2,081	£460.00	£322,000	£10,304,000				
House	Private	2	101	800	74	80,800	7,507	£460.00	£368,000	£37,168,000				
House	Private	3	17	899	84	15,283	1,420	£460.00	£413,540	£7,030,180				
House	Private	3	58	930	86	53,940	5,011	£460.00	£427,800	£24,812,400				
House	Private	3	43	960	89	41,280	3,835	£460.00	£441,600	£18,988,800				
House	Private	3	78	1,000	93	77,500	7,200	£460.00	£460,000	£35,650,000				
House	Private	3	24	1,100	102	26,400	2,453	£460.00	£506,000	£12,144,000				
House	Private	4	22	1,170	109	25,740	2,391	£460.00	£538,200	£11,840,400				
House	Private	4	16	1,220	113	19,520	1,813	£460.00	£561,200	£8,979,200				
House	Private	4	15	1,370	127	20,550	1,909	£460.00	£630,200	£9,453,000				
House	Private	4	18	1,530	142	27,540	2,559	£460.00	£703,800	£12,668,400				
House	Private	5	16	1,750	163	28,000	2,601	£460.00	£805,000	£12,880,000				
House	Private	5	6	2,020	188	12,120	1,126	£460.00	£929,200	£5,575,200				
TOTAL MARKET HOUSING			**475**	**984**	**91**	**467,023**	**43,388**	**£460.00**	**£452,751**	**£214,830,580**	**£214,830,580**			
Flat	BTR	1	5	550	51	2,750	255	£412.71	£226,991	£1,134,953				
Flat	BTR	2	60	655	61	39,300	3,651	£412.71	£270,325	£16,219,503				
House	BTR	2	114	800	74	91,200	8,473	£412.71	£330,168	£37,639,152				
House	BTR	3	186	910	85	169,260	15,725	£412.71	£375,566	£69,855,295				
House	BTR	4	51	1,141	106	58,190	5,406	£412.71	£470,891	£24,015,448				
TOTAL BTR			**416**	**867**	**81**	**360,700**	**33,510**	**£412.71**	**£357,847**	**£148,864,350**		**£148,864,350**		
Flat	DMR	1	10	550	51	5,500	511	£330.17	£181,592	£1,815,924				
Flat	DMR	2	25	655	61	16,375	1,521	£330.17	£216,260	£5,406,501				
Flat	DMR	3	24	800	74	19,200	1,784	£330.17	£264,134	£6,339,226				
House	DMR	2	20	800	74	16,000	1,486	£330.17	£264,134	£5,282,688				
House	DMR	3	15	1,001	93	15,016	1,395	£330.17	£330,512	£4,957,684				
House	DMR	4	10	1,141	106	11,410	1,060	£330.17	£376,713	£3,767,129				
TOTAL DMR		**20%**	**104**	**803**	**75**	**83,500**	**7,757**	**£330.17**	**£265,088**	**£27,569,152**				
Flat	Aff Rent	1	24	550	51	13,280	1,234	£253.00	£139,150	£3,359,742				
Flat	Aff Rent	2	40	655	61	26,163	2,431	£253.00	£165,715	£6,619,182				
House	Aff Rent	2	70	808	75	56,359	5,236	£253.00	£204,424	£14,258,881				
House	Aff Rent	3	21	1,001	93	21,186	1,968	£253.00	£253,264	£5,360,054				
House	Aff Rent	4	24	1,141	106	27,208	2,528	£253.00	£288,666	£6,883,728				
TOTAL AFF RENT		**14%**	**179**	**806**	**75**	**144,196**	**13,396**	**£253.00**	**£203,979**	**£36,481,587**				
Flat	Shared Ownership	1	8	550	51	4,216	392	£322.00	£177,100	£1,357,472				
Flat	Shared Ownership	2	15	655	61	10,041	933	£322.00	£210,910	£3,233,250				
House	Shared Ownership	2	31	808	75	24,773	2,302	£322.00	£260,176	£7,976,996				
House	Shared Ownership	3	23	1,023	95	23,514	2,185	£322.00	£329,268	£7,571,511				
House	Shared Ownership	4	0	0	0	0	0	£0.00	£0	£0				
TOTAL SHARED OWNERSHIP		**6%**	**77**	**816**	**76**	**62,544**	**5,811**	**£322.00**	**£262,743**	**£20,139,229**				
TOTAL AFFORDABLE UNITS		**35.0%**	**360**	**807**	**75**	**290,241**	**26,964**	**£290.07**	**£234,186**	**£84,189,967**			**£84,189,967**	
TOTAL RESIDENTIAL GDV		**29%**	**1,250**	**894**	**83**	**1,117,963**	**103,862**	**£400.63**	**£358,308**	**£447,884,897**				
Serviced Employment Land									**£ per acre** £500,000	**£0**				**£0**
TOTAL GROSS DEVELOPMENT VALUE			**1,250**	**894**	**83**	**1,117,963**	**103,862**	**£400.63**	**£358,308**	**£447,884,897**				
Gross Ha/ Acres						55.77	137.80							
Net acres (incl frontage roads)						28.98	71.60							
Dwelling density net per Ha/ acre (all tenures)							17.46							
Sq ft per net acre (all tenures all uses)							15,614							
Average market units sales values psf							£460							
Less fees and marketing costs (market housing only) @									3.00%	(£6,444,917)	(£6,444,917.40)			
Less fees and marketing costs (BTR & FH housing only) @									2.00%	(£3,528,670)		(£2,977,287.00)		
Less affordable disposal costs (affordable rent/SO only) @									0.50%	(£283,104)			(£283,104.08)	
Less commercial disposal costs (commercial units only) @									2.00%	£0				£0.00
						Net to Gross	**sqm**	**sq ft**	**£/sq ft**					
Build Costs - **RESIDENTIAL** - **Housing BCIS** £ per sq ft @ (see Tab 3)							87,588	942,789	£129.51	(£122,100,592)	(£51,006,853.24)	(£39,394,534.69)	(£31,699,204)	
Build Costs - **RESIDENTIAL** - **Flats BCIS** £ per sq ft @ (see Tab 3)				18%		**15%**	18,715	201,450	£142.89	(£28,785,252)	(£12,024,881.21)	(£3,879,707.63)	(£7,473,097)	
							106,303	**1,144,239**	**£131.87**					
Externals									**13%**	(£19,615,160)				
Design Code Uplift									**£6.25**	(£7,151,496)				
							Applicable Units (esimtate)	**Applicable Sq ft**	**£ psf**					
Allowance for Piled Foundations							N/A	289,521	£10.50	(£3,039,971)	(£2,165,674.98)		(£874,295.52)	
Contingency									**5%**	(£9,114,124)	(£3,151,586.72)	(£2,163,712.12)	(£1,958,615.08)	£0.00
Future Environmental Standards								£13,640.08	**10%**	(£17,050,100)	(£6,303,173.44)	(£4,327,424.23)	(£3,917,230.16)	
							Average size sqm	**Units**	**£ per unit**					
External Garages (cost not included in BCIS)							12	212	£7,500	(£1,590,000.00)	(£1,590,000.00)			
Construction Fees														
Architects & Planning							2.0%	(£3,986,651)			(£1,260,634.69)	(£865,484.85)	(£783,446.03)	
Quantity Surveyor							2.0%	(£3,986,651)			(£1,260,634.69)	(£865,484.85)	(£783,446.03)	
Engineers							2.0%	(£3,986,651)			(£1,260,634.69)	(£865,484.85)	(£783,446.03)	
Proj Management & CDM							2.0%	(£3,986,651)			(£1,260,634.69)	(£865,484.85)	(£783,446.03)	
							8.0%			(£15,946,606)	(£15,946,606)			
Developer Profit on Market Housing							20.0%	(£42,966,116)			(£42,966,116.00)			
Developer Profit on BTR							15.0%	(£22,329,652)				(£22,329,652.47)		
Developer Profit on First Homes & DMR							12.0%	(£3,308,298)						
Developer Profit on Affordable Housing							6.0%	(£3,397,249)					(£3,397,248.93)	
Developer Profit on Commercial							15.0%	£0						£0.00
							16.1%			(£72,001,316)	(£72,001,316)			
GROSS SURPLUS BEFORE ABNORMALS, 106 etc											**£141,233,590**	**£84,134,838**	**£70,330,092**	**£31,453,388**	**£0**
				£ per dwelling	**Dwellings**									
Site Wide Infrastructure				£26,482	1,250		(£33,102,360)							
Site Abnormals				£6,001	1,250		(£7,501,564)						-£215,948,259	
								(£40,603,925)					£189	
IDP Costs				£36,234	1,250		(£45,291,956)							
								(£45,291,956)						
Stewardship Costs				£3,850	1,250		(£4,812,500)							
								(£4,812,500)						
HIF Recycling					100%		£0							
								£0						
					sqm market housing (incl garages - no custom build)						45,931.90			
				Charge psm										
CIL				£205.36	75,470		(£15,498,503)							
								(£15,498,503)						
Penalty Payments for Modal Share Targets/Specialist Resi Accomm Commuted Sum Payment							(£959,787)							
								(£959,787)						
Purchasers Costs				*SDLT*	4.92%		(£686,586)							
				Legals	1.80%		(£250,951)							
								(£937,537)						
Construction Finance Costs (Cashflow - see tab 5)							(£19,187,658)							
								(£19,187,658)						
										(£127,291,866)				
												Finance as a % of		
												Costs	**GDV**	
											(£127,291,866)	**4.5%**	**4.3%**	
Residual Land Value											**£13,941,724**			
							£ per acre	**Gross Acres**	**BLV**				**BLV as % of GDV**	
BASE EUV POSITION							£101,174	137.80	**£13,941,724**		**£13,941,724**		**3%**	
Surplus / Deficit											**£0**			
VIABLE/ NON-VIABLE?											**VIABLE**			

Affordable	35%	OPA 3

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	29	550	51	15,950	1,482	£460.00	£253,000	£7,337,000
Flat	2 Bed Flat	2	32	700	65	22,400	2,081	£460.00	£322,000	£10,304,000
House	2 Bed Terrace	2	101	800	74	80,800	7,507	£460.00	£368,000	£37,168,000
House	3 Bed Terrace	3	17	899	84	15,283	1,420	£460.00	£413,540	£7,030,180
House	3 Bed Terrace	3	58	930	86	53,940	5,011	£460.00	£427,800	£24,812,400
House	3 Bed Terrace	3	43	960	89	41,280	3,835	£460.00	£441,600	£18,988,800
House	3 Bed Terrace	3	78	1,000	93	77,500	7,200	£460.00	£460,000	£35,650,000
House	3 Bed Semi	3	24	1,100	102	26,400	2,453	£460.00	£506,000	£12,144,000
House	4 Bed Semi	4	22	1,170	109	25,740	2,391	£460.00	£538,200	£11,840,400
House	4 Bed Semi	4	16	1,220	113	19,520	1,813	£460.00	£561,200	£8,979,200
House	4 Bed Detached	4	15	1,370	127	20,550	1,909	£460.00	£630,200	£9,453,000
House	4 Bed Detached	4	18	1,530	142	27,540	2,559	£460.00	£703,800	£12,668,400
House	5 Bed Detached	5	16	1,750	163	28,000	2,601	£460.00	£805,000	£12,880,000
House	5 Bed Detached	5	6	2,020	188	12,120	1,126	£460.00	£929,200	£5,575,200
TOTAL PRIVATE RESIDENTAL			**475**	**984**	**91**	**467,023**	**43,388**	**£460.00**	**£452,751**	**£214,830,580**
Flat	BTR	1	5	550	51	2,750	255	£412.71	£226,991	£1,134,953
Flat	BTR	2	60	655	61	39,300	3,651	£412.71	£270,325	£16,219,503
House	BTR	2	114	800	74	91,200	8,473	£412.71	£330,168	£37,639,152
House	BTR	3	186	910	85	169,260	15,725	£412.71	£375,566	£69,855,295
House	BTR	4	51	1,141	106	58,190	5,406	£412.71	£470,891	£24,015,448
TOTAL BTR		**33%**	**416**	**867**	**81**	**360,700**	**33,510**	**£412.71**	**£357,847**	**£148,864,350**
Flat	DMR	1	10	550	51	5,500	511	£330.17	£181,592	£1,815,924
Flat	DMR	2	25	655	61	16,375	1,521	£330.17	£216,260	£5,406,501
Flat	DMR	3	24	800	74	19,200	1,784	£330.17	£264,134	£6,339,226
House	DMR	2	20	800	74	16,000	1,486	£330.17	£264,134	£5,282,688
House	DMR	3	15	1,001	93	15,016	1,395	£330.17	£330,512	£4,957,684
House	DMR	4	10	1,141	106	11,410	1,060	£330.17	£376,713	£3,767,129
TOTAL DMR		**8%**	**104**	**803**	**75**	**83,500**	**7,757**	**£330.17**	**£265,088**	**£27,569,152**
Flat	First Homes	1	0	550	51	0	0	£322.00	£177,100	£0
Flat	First Homes	2	0	655	61	0	0	£322.00	£210,910	£0
House	First Homes	2	0	808	75	0	0	£322.00	£250,000	£0
House	First Homes	3	0	1,001	93	0	0	£322.00	£250,000	£0
House	First Homes	4	0	1,141	106	0	0	£322.00	£250,000	£0
TOTAL FH		**0%**	**0**	**0**	**0**	**0**	**0**	**£0.00**	**£0**	**£0**
Flat	Rented	1	24	550	51	13,280	1,234	£253.00	£139,150	£3,359,742
Flat	Rented	2	40	655	61	26,163	2,431	£253.00	£165,715	£6,619,182
House	Rented	2	70	808	75	56,359	5,236	£253.00	£204,424	£14,258,881
House	Rented	3	21	1,001	93	21,186	1,968	£253.00	£253,264	£5,360,054
House	Rented	4	24	1,141	106	27,208	2,528	£253.00	£288,666	£6,883,728
TOTAL RENT		**70%**	**179**	**806**	**75**	**144,196**	**13,396**	**£253.00**	**£203,979**	**£36,481,587**
Flat	Shared O	1	8	550	51	4,216	392	£322.00	£177,100	£1,357,472
Flat	Shared O	2	15	655	61	10,041	933	£322.00	£210,910	£3,233,250
House	Shared O	2	31	808	75	24,773	2,302	£322.00	£260,176	£7,976,996
House	Shared O	3	23	1,023	95	23,514	2,185	£322.00	£329,268	£7,571,511
House	Shared O	4	0	1,141	106	0	0	£322.00	£0	£0
TOTAL SHARED OWN		**30%**	**77**	**816**	**76**	**62,544**	**5,811**	**£322.00**	**£262,743**	**£20,139,229**
TOTAL AFFORDABLE		**35%**	**256**	**1,136**	**106**	**290,241**	**26,964**	**£290.07**	**£329,511**	**£84,189,967**
TOTAL RESIDENTIAL		***units**	**1,250**	**894**	**83**	**1,117,963**	**103,862**	**£400.63**	**£358,308**	**£447,884,897**

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	£24,304,443	£45,554,465	£24,921,187	£94,780,096
Community & Leisure	Tab 5	£2,759,872	£24,155,626	£11,486,593	£38,402,091
Green & Blue Infra	Tab 6	£3,482,670	£10,103,169	£211,813	£13,797,652
Education after equalisation	Tab 8	£31,667,345	£51,323,735	£18,646,993	£101,638,074
TOTAL	**£0**	**£64,609,798**	**£138,312,521**	**£55,545,625**	**£258,467,944**
				IDP TOTAL COST without HIF:	**£258,467,944**

HIF Rebalanced Payment		£0	£0	£0	£0
		£0.00	£0.00	£0.00	
				IDP TOTAL COST with HIF:	**£258,467,944**

Arcadis Cost Plan (base date Q1 2023)	£64,609,798	£138,312,521	£55,545,625	
	£43,073.20	**£39,517.86**	**£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					**£64,609,798**
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	£4,523,061	£25,295,001	£8,028,411	£37,846,472
Secondary Education	Secondary 6FE	£14,770,938	£15,795,923	£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		**£26,051,381**	**£49,546,159**	**£13,659,563**	**£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		**£27,362,861**	**£52,606,279**	**£14,752,463**	**£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	-£55,833,537	-£15,498,503	**-£89,112,421**
CIL Recycled Adjustment		-£10,103,831	-£47,458,507	-£10,253,669	**-£67,816,006**
		57%	85%	66.2%	

IDP Summary **Tab 4**

		-£7,676,549	-£8,375,031	-£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	£24,304,443	£45,554,465	£24,921,187	£94,780,096
Community & Leisure	Tab 5	£2,759,872	£24,155,626	£11,486,593	£38,402,091
Green & Blue Infra	Tab 6	£3,482,670	£10,103,169	£211,813	£13,797,652
Education after equalisation	Tab 8	£31,667,345	£51,323,735	£18,646,993	£101,638,074
TOTAL	**£0**	**£64,609,798**	**£138,312,521**	**£55,545,625**	**£258,467,944**

TOTAL IDP AFTER ACCOUNTING FOR CIL RECYCLING		**£54,505,967**	**£90,854,014**	**£45,291,956**	**£190,651,937**
		£36,337.31	£25,958.29	£36,233.56	

Chelmsford Garden Community
Viability Analysis

Finance Cashflow				70 6%	230 18%	390 31%	550 44%	720 58%	880 70%	1025 82%	1155 92%	1250 100%	**Tab 5c**
CASHFLOW			**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**	**2030/31**	**2031/32**	**2032/33**	**2033/34**	**2034/35**	**TOTALS**
Income													
Resi Units		1,250		70	160	160	160	170	160	145	130	95	1,250
Market Units		475		13	26	26	26	39	104	94	85	62	475
BTR		416		40	96	96	96	88	0	0			416
BTR DMR		104		10	24	24	24	22	0	0			104
Affordable Units		256		7	14	14	14	21	56	51	46	33	256
Custom Build Plots		0											0
Commercial (sqm)		0											0
Market Housing GDV		£214,830,580		£5,885,769	£11,771,539	£11,771,539	£11,771,539	£17,657,308	£47,086,155	£42,671,828	£38,257,501	£27,957,404	£214,830,580
BTR		£148,864,350		£14,313,880	£34,353,311	£34,353,311	£34,353,311	£31,490,536	£0	£0	£0	£0	£148,864,350
BTR DMR		£27,569,152		£2,650,880	£6,362,112	£6,362,112	£6,362,112	£5,831,936	£0	£0	£0	£0	£27,569,152
Affordable GDV		£56,620,816		£1,551,255	£3,102,510	£3,102,510	£3,102,510	£4,653,766	£12,410,042	£11,246,600	£10,083,159	£7,368,462	£56,620,816
Custom Build GDV		£0		£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Commercial GDV		£0											£0
INCOME		**£447,884,897**	**£0**	**£24,401,784**	**£55,589,472**	**£55,589,472**	**£55,589,472**	**£59,633,545**	**£59,496,196**	**£53,918,428**	**£48,340,659**	**£35,325,867**	**£447,884,897**
HIF Recycling Payments					**10%**	**20%**	**20%**		**20%**		**30%**		**100%**
IDP Cashflow Profile			**0%**	**37%**	**36%**	**9%**	**0%**	**5%**	**7%**	**2%**	**2%**	**1%**	**100.000%**
Education Cashlow Profile				**6%**	**14%**	**2%**	**14%**	**17%**	**17%**	**2%**	**23%**	**4%**	**100.000%**
CIL Payment Profile				**4%**	**13%**	**13%**	**17%**	**20%**	**14%**	**15%**	**4%**	**1%**	**100.000%**
Market housing fees and marketing	3.00%	-£6,444,917		-£176,573	-£353,146	-£353,146	-£353,146	-£529,719	-£1,412,585	-£1,280,155	-£1,147,725	-£838,722	-£6,444,917
BTR disposal	2.00%	-£3,528,670		-£96,676	-£193,352	-£193,352	-£193,352	-£290,028	-£773,407	-£700,900	-£628,393	-£459,210	-£3,528,670
Affordable disposal	0.50%	-£283,104		-£7,756	-£15,513	-£15,513	-£15,513	-£23,269	-£62,050	-£56,233	-£50,416	-£36,842	-£283,104
Commercial disposal	2.00%	£0		£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Build Costs - SFR Mkt/DMR		-£79,624,403	-£7,656,193	-£18,374,862	-£18,374,862	-£18,374,862	-£16,843,624	£0	£0	£0	£0	£0	-£79,624,403
Build Costs - Mkt/AH		-£127,232,291	-£3,485,816	-£6,971,632	-£6,971,632	-£6,971,632	-£10,457,449	-£27,886,530	-£25,272,167	-£22,657,805	-£16,557,627	£0	-£127,232,291
Garages - Single	1060	-£1,590,000	-£43,562	-£87,123	-£87,123	-£87,123	-£130,685	-£348,493	-£315,822	-£283,151	-£206,918	£0	-£1,590,000
Fees		-£15,946,606	-£1,533,327	-£3,679,986	-£3,679,986	-£3,679,986	-£3,373,320	£0	£0	£0	£0	£0	-£15,946,606
Site infrastructure (roads, utilities etc)		-£33,102,360	-£1,853,732	-£4,237,102	-£4,237,102	-£4,237,102	-£4,501,921	-£4,237,102	-£3,839,874	-£3,442,645	-£2,515,779	£0	-£33,102,360
Site abnormals		-£7,501,564		-£2,500,521	-£2,500,521	-£2,500,521							-£7,501,564
IDP	£0	-£30,087,180	£0	-£11,188,179	-£10,839,138	-£2,836,686	-£108,917	-£1,628,032	-£2,121,553	-£456,059	-£488,438	-£420,177	-£30,087,180
Education		-£15,204,776		-£965,800	-£2,127,560	-£236,699	-£2,127,560	-£2,624,613	-£2,624,613	-£336,624	-£3,488,058	-£673,249	-£15,204,776
Stewardship		-£4,812,500		-£269,500	-£616,000	-£616,000	-£616,000	-£654,500	-£616,000	-£558,250	-£500,500	-£365,750	-£4,812,500
HIF Recycling		£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
CIL		-£15,498,503		-£615,360	-£1,954,376	-£2,065,337	-£2,596,823	-£3,075,998	-£2,115,059	-£2,344,480	-£586,057	-£145,015	-£15,498,503
FH 106 Payment		-£959,787		-£137,112	-£137,112	-£137,112	-£137,112	-£137,112	-£137,112	-£137,112			-£959,787
Land Purchase		-£13,941,724	-£13,941,724										-£13,941,724
SDLT @	5.0%	-£686,586.20	-£686,586										-£686,586
Legals & Agents	1.8%	-£250,951.03	-£250,951										-£250,951
DEVELOPMENT COSTS			**-£29,451,891**	**-£49,308,184**	**-£52,087,424**	**-£42,305,073**	**-£41,455,421**	**-£41,435,396**	**-£39,290,242**	**-£32,253,415**	**-£26,169,911**	**-£2,938,966**	
Net spend in period			-£29,451,891	-£24,906,400	£3,502,048	£13,284,400	£14,134,052	£18,198,149	£20,205,954	£21,665,012	£22,170,748	£32,386,901	
Rolling Balance			-£29,451,891	-£56,567,183	-£57,307,674	-£48,321,349	-£37,811,399	-£22,449,105	-£3,926,833	£17,443,666	£39,614,415	£72,001,316	
Interest		**7.50%**	**-£2,208,892**	**-£4,242,539**	**-£4,298,076**	**-£3,624,101**	**-£2,835,855**	**-£1,683,683**	**-£294,513**				**-£19,187,658**
Balance at end of period			-£31,660,783	-£60,809,722	-£61,605,749	-£51,945,451	-£40,647,254	-£24,132,788	-£4,221,346	£17,443,666	£39,614,415	£72,001,316	

APPENDIX 3

DRAFT Chelmsford Garden Community

Development Appraisal
Turner Morum LLP
15 May 2025

APPRAISAL SUMMARY — TURNER MORUM LLP

DRAFT Chelmsford Garden Community

Appraisal Summary for Phase 1 OPA 3

Currency in £

REVENUE

Sales Valuation	**Units**	**ft²**	**Sales Rate ft²**	**Unit Price**	**Gross Sales**
Market Flats	79	49,560	460.00	288,578	22,797,672
Market Houses	534	553,529	460.00	476,823	254,623,243
AR Flats	34	20,945	253.00	155,856	5,299,119
AR Houses	60	54,536	253.00	229,961	13,797,636
SO Flats	16	9,830	322.00	197,837	3,165,389
SO Houses	38	34,381	322.00	291,335	11,070,743
BTR Flats	133	84,595	412.71	262,505	34,913,202
BTR Houses	257	251,958	412.71	404,613	103,985,586
DMR Flats	34	21,640	329.78	209,895	7,136,439
DMR Houses	64	66,725	329.78	343,821	22,004,571
Totals	**1,249**	**1,147,700**			**478,793,599**

NET REALISATION				**478,793,599**	
OUTLAY					
ACQUISITION COSTS					
Fixed Price	138 ac	100,000 /ac	13,780,000		
Fixed Price (137.80 Acres @ 100,000.00 /Acre)			13,780,000		
				13,780,000	
Stamp Duty			676,500		
Effective Stamp Duty Rate		4.91%			
Acquisition Cost		1.80%	248,040		
				924,540	
CONSTRUCTION COSTS					

Construction	**ft²**	**Build Rate ft²**	**Cost**	
Market Flats	56,994	142.89	8,143,810	
Market Houses	553,529	129.51	71,687,513	
AR Flats	24,087	142.89	3,441,753	
AR Houses	54,536	129.51	7,062,972	
SO Flats	11,305	142.89	1,615,381	
SO Houses	34,381	129.51	4,452,708	
Garages	27,383	58.07	1,590,000	
BTR Flats	97,284	142.89	13,900,911	
BTR Houses	251,958	129.51	32,631,081	
DMR Flats	24,886	142.89	3,555,961	
DMR Houses	66,725	129.51	8,641,555	
Totals	**1,203,067 ft²**		**156,723,644**	
Contingency		5.00%	9,211,952	
				165,935,596
Other Construction Costs				
Externals		13.00%	20,167,374	
Part L&F		10.00%	17,530,102	
Design Code	1,175,684 ft²	6.25	7,348,028	
Site Wide Infrastructure	1,249 un	26,482.00 /un	33,076,018	
Site Abnormals	1,249 un	5,859.84 /un	7,318,940	
IDP Costs	1,249 un	44,553.00 /un	55,646,697	
Stewardship	1,249 un	3,850.00 /un	4,808,650	
Allowance for Piled Foundations			3,039,971	
				148,935,779
Section 106 Costs				
First Homes/Specialist Resi Accomm			571,875	
CIL	967,025 ft²	19.08	18,450,836	
				19,022,711
PROFESSIONAL FEES				
Professional		8.00%	16,384,729	
				16,384,729
MARKETING & LETTING				
Market Housing disposal costs		3.00%	8,322,627	
BTR disposal costs		2.00%	3,360,796	
AR/SO disposal costs		0.50%	166,664	
				11,850,088

DRAFT Chelmsford Garden Community

Additional Costs			
Private Profit	20.00%	55,484,183	
BTR Profit	15.00%	20,834,818	
Affordable Profit	6.00%	1,999,973	
DMR Profit	12.00%	3,496,921	
			81,815,896
TOTAL COSTS BEFORE FINANCE			**458,649,340**
FINANCE			
Debit Rate 7.500%, Credit Rate 0.000% (Nominal)			
Land		9,896,466	
Construction		10,303,377	
Total Finance Cost			20,199,843
TOTAL COSTS			**478,849,182**
PROFIT			
			(55,583)
Performance Measures			
Profit on Cost%	-0.01%		
Profit on GDV%	-0.01%		
Profit on NDV%	-0.01%		
IRR% (without Interest)	10.66%		
Profit Erosion (finance rate 7.500)	N/A		

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.

NEWMARK

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

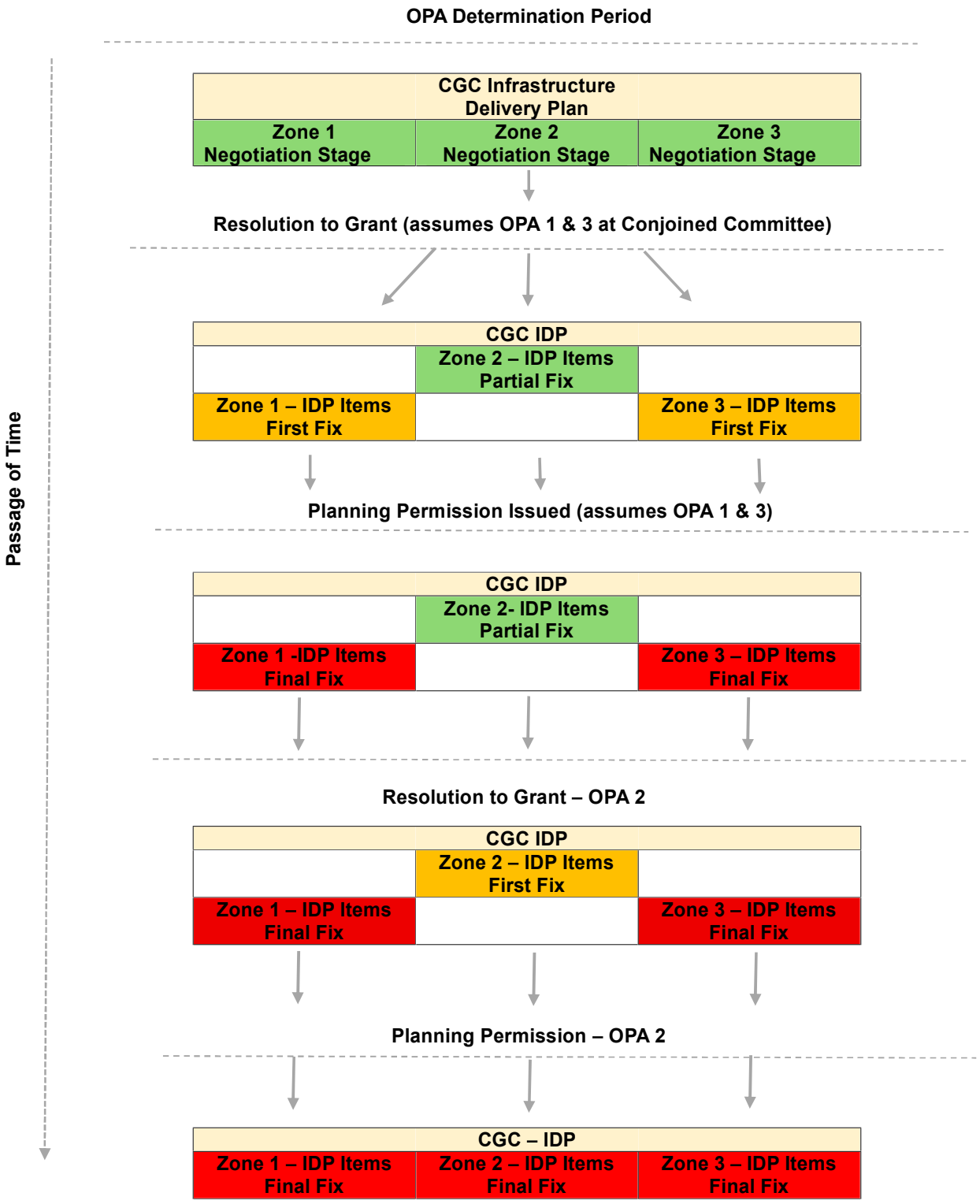
	March 2025 TM Submission	Total	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2036/37	2037/38	2038/39
	Site infrastructure (roads, utilities etc)	-£36,053,498	-£1,201,783	-£1,802,675	-£2,403,567	-£2,403,567	-£3,605,350	-£3,605,350	-£4,566,776	-£4,566,776	-£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 03-Dec-24 8,250

DRAFT 3.0

8,250

All Costs at 1Q4'23

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				NO OF PLOTS	COUNTRYSIDE COMMUNITY PHASE TOTAL 1923		HALLEY				NO OF PLOTS	TTARRINGAN					PREVIOUS CP TOTAL 4Q21	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																																						
100			**ENABLING WORKS**																																						
100.1			Demolition			0	Item	0	0		0	Item	0	0		1	Item	795,451	795,451		1	Item	0	0		795,451	0	Item	0	0	0	Item	0	0		Item	0	0	795,451	815,317	-19,866	
100.2			Remediation			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		Item	0	0	0	0	0	
100.3			Contamination			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		Item	0	0	0	0	0	
100.4			Archaeology			0	Item	246,397	0		0	Item	0	0		0	Item	29,613	0		0	Item	0	0		0	0	Item	46,968	0	0	Item	66,084	0		Item	0	0	0	0	0	Included in c130.3
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		Item	0	0	0	0	0	
100.6			Temporary Works			1	Item	295,200	295,200		1	Item	223,893	223,893		1	Item	440,252	440,252		1	Item	714,700	714,700		1,674,053	1	Item	933,542	933,542	1	Item	806,288	806,288		1	Item	3,401,899	3,001,283	400,616	
100.7			Site Wide Earthworks			1	Item	1,548,656	1,548,656		1	Item	828,871	828,871		1	Item	30,956,782	30,956,782		1	Item	6,268,018	6,268,018		58,180,501	1	Item	6,536,525	6,536,525	1	Item	1,626,578	1,626,578		1	Item	47,172,408	48,302,218	-1,129,808	
100.8			Site Clearance			1	Item	41,678	41,678		1	Item	24,459	24,459		1	Item	31,242	31,242		1	Item	69,903	69,903		166,456	1	Item	16,898	16,898	1	Item	20,199	20,199		1	Item	225,219	229,951	-4,732	
100.9			Site Wide Hoarding Walls and Acoustic Fencing			1	Item	294,969	294,969		1	Item	0	0		0	Item	0	0		1	Item	0	0		294,969	0	Item	0	0	1	Item	0	0		1	Item	294,969	278,772	16,196	
			Sub-Total						3,647,772					1,405,276					32,225,941					6,251,622		43,530,611					4,467,111					51,973,511	51,713,540	259,971	
200			**SECTION 278 HIGHWAYS**																																						
200.1			New roundabout on Essex Regiment Way and Fronts Farm site entrance			2	Item		0		0	Item	0	0		0	C	Item	0	0		0	C	Item	0	0		0	0	Item	0	0	0	Item	1,666,219	Included in C/P	0	0	0	0	
200.2			Other minor connections to existing			1	Item	451,397	451,397	0	0	Item	0	0		0	C	Item	0	0		0	C	Item	0	0		0	0	Item	0	0	0	Item	150,000	150,000	601,397	601,397	0	Countryside allowance (uplifted to 1Q23 using BCIS Civil engineering index)
			Sub-Total						451,397					0					0					0		451,397					0					150,000	601,397	601,397	0	
230			**ON-SITE HIGHWAYS**																																						
230.1			Strategic infrastructure - Primary roads			1	Item	1,754,894	1,754,894		1	Item	2,166,782	2,166,782		1	Item	3,954,874	3,954,874		1	Item	6,349,570	6,349,570		14,674,761	1	Item	5,611,165	5,611,165	1	Item	4,454,767	4,454,767		1	Item	22,567,993	23,954,989	-1,413,436	
230.2			Strategic infrastructure - Secondary roads			1	Item	862,007	862,007		1	Item	549,990	549,990		1	Item	799,180	799,180		1	Item	725,268	725,268		2,047,657		Item		0	1	Item	655,113	655,113		1	Item	3,067,769	1,796,833	1,882,736	
			Sub-Total						2,617,057					3,541,772					4,753,711					7,074,838		16,712,388					5,611,165					25,635,762	25,751,822	-116,060	
400			**ON-SITE PEDESTRIAN / CYCLE ROUTES (AWAY FROM SPINE ROAD)**																																						
400.1			Leisure footpaths / cycleways			1	Item	264,347	264,347		1	Item	289,676	289,677		1	Item	1,650,735	1,650,735		1	Item	929,671	929,671		2,994,483	1	Item	1,136,135	1,136,135	1	Item	2,153,358	2,153,358		1	Item	6,283,976	7,559,914	-1,275,938	Assumed 5m wide
			Sub-Total						264,347					289,677					1,650,735					929,671		2,994,483					1,136,135					2,153,358	6,283,976	7,559,914	-1,275,938	
500			**STRATEGIC SURFACE WATER DRAINAGE**																																						
500.1			Storm water drainage			1	Item	516,647	516,647		1	Item	629,833	629,833		1	Item	1,629,581	1,629,581		1	Item	2,811,885	2,811,885		5,845,706	1	Item	696,712	696,712	1	Item	1,444,672	1,444,672		1	Item	8,585,080	8,575,580	+9,500	
500.2			Attenuation ponds and swales			1	Item	1,870,294	1,870,294		1	Item	1,753,374	1,753,374		1	Item	2,883,694	2,883,694		1	Item	4,188,154	4,188,154		9,694,980	1	Item	1,949,582	1,949,582	1	Item	1,727,872	1,727,872		1	Item	13,982,249	13,286,229	+696,020	
			Sub-Total						2,387,941					2,383,207					4,513,275					6,999,819		15,540,685					2,646,254					5,172,384	21,981,311	21,861,811	-453,350	
600			**FOUL WATER DRAINAGE**																																						
600.1			Foul water drainage			1	Item	1,121,946	1,121,946		1	Item	746,149	746,149		1	Item	3,027,015	3,027,015		1	Item	3,099,936	3,099,936		7,993,046	1	Item	993,056	993,056	1	Item	998,142	998,142		1	Item	9,984,139	9,697,991	+2,731	To length of Primary and Secondary Infrastructure
600.2			Foul water drainage - Off Site			1	Item	1,527,615	1,527,615		1	Item	0	0		1	Item	0	0		1	Item	494,575	494,575		927,600	1	Item	0	0	1	Item	1,295,000	1,295,000		1	Item	1,295,000	1,295,000	0	Strategic Drainage to Beaulieu Foul Water Pumping station
600.3			Upgrading of Beaulieu Pumping Station/ Intermediate Pumping Stations			1	Item	108,410	108,410		1	Item	60,764	60,764		1	Item	134,664	134,664		1	Item	141,822	141,822		527,600	1	Item	141,822	141,822	1	Item	220,588	220,588		1	Item	1,200,000	1,200,000	0	Allowance pro rated based on gross acreage
600.4			On site pumping stations and rising mains			0	Item	0	0		1	Item	0	0		1	Item	0	0		1	Item	995,202	995,202		995,202	1	Item	870,795	870,795	1	Item	1,020,015	1,020,015		1	Item	2,887,012	2,499,653	387,359	
			Sub-Total						2,758,171					836,913					3,166,615					4,775,655		11,537,624					4,078,567					9,236,151	15,192,993	14,916,795	315,390	
700			**UTILITIES**																																						
700.1			Utilities - BWSC			1	Item	454,751	454,751		1	Item	379,937	379,937		1	Item	591,265	591,265		1	Item	1,909,665	1,909,665		2,394,675	1	Item	616,066	616,066	1	Item	1,041,983	1,041,983		1	Item	4,942,855	4,109,644	+83,380	To length of Primary and Secondary Infrastructure
700.2			Utilities - Payments to Statu			1	Item	469,014	469,014		1	Item	299,697	299,697		1	Item	886,512	886,512		1	Item	1,939,026	1,939,026		3,944,150	1	Item	2,107,238	2,107,238	1	Item	2,529,889	2,529,889		1	Item	7,946,075	7,946,075	0	
700.3			Diversions (within across the site)			1	Item	87,864	87,864		0	Item	0	0		0	Item	0	0		0	Item	0	0		87,864	1	Item	378,481	378,481	1	Item	533,655	533,655		1	Item	1,000,000	1,000,000	0	Allowance pro rated based on gross acreage
700.4			Reinforcements			1	Item	7,717,719	7,717,719		1	Item	0	0		1	Item	0	0		1	Item	0	0		7,717,719	1	Item	2,796,528	2,796,528	1	Item	3,507,894	3,507,894		1	Item	13,781,641	13,781,641	0	Based on quotations provided
																																								0	Existing mains above
			Sub-Total						8,948,632					679,634					1,477,777					7,848,716		18,954,759					5,538,511					7,411,864	26,134,624	26,028,761	-411,380	
800			**ECOLOGICAL MITIGATION WORKS**																																					0	
800.1			Bat mitigation strategy			1	Item	10,641	10,641		1	Item	9,373	9,373		1	Item	13,997	13,997		1	Item	49,697	49,697		83,702	1	Item	14,182	14,182	1	Item	22,059	22,059		1	Item	126,039	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	42,973	42,973		1	Item	64,135	64,135		1	Item	228,513	228,513		383,936	1	Item	65,082	65,082	1	Item	101,299	101,299		1	Item	560,000	560,000	0	Allowances based on Beaulieu pro rata'd based gross acreage
800.3			Reptile translocation during cut/ infilling			1	Item	5,320	5,320		1	Item	4,731	4,731		1	Item	7,031	7,031		1	Item	25,181	25,181		42,263	1	Item	7,169	7,169	1	Item	11,161	11,161		1	Item	70,000	70,000	0	Allowances based on Beaulieu pro rata'd based gross acreage
800.4			Reptile & Vegetation strategy			1	Item	5,880	5,880		1	Item	5,883	5,883		1	Item	8,743	8,743		1	Item	31,181	31,181		52,351	1	Item	8,884	8,884	1	Item	13,781	13,781		1	Item	75,000	75,000	0	Allowances based on Beaulieu pro rata'd based gross acreage
800.5			Badger Mitigation Strategy			1	Item	13,177	13,177		1	Item	11,720	11,723		1	Item	17,485	17,485		1	Item	62,120	62,120		104,750	1	Item	17,778	17,778	1	Item	27,579	27,579		1	Item	157,035	150,000	0	Allowances based on Beaulieu pro rata'd based gross acreage
			Sub-Total						85,312					71,413					106,391					397,152		669,251					108,311					168,077	911,055	915,000	-3,945	
900			**LANDSCAPE & NATURE CONSERVATION**																																						
900			General POS Areas within Phases			1	Item	1,537,181	1,537,181		1	Item	548,333	548,333		1	Item	1,578,741	1,578,741		1	Item	3,899,107	3,899,107		6,540,545	1	Item	2,545,986	2,545,986	1	Item	692,587	692,587		1	Item	9,799,107	9,799,107	0	
900.1			Nature Recovery Network						0					0					0					0		0					0					0	0	0	0	Area taken from Land Budget Schedule
900.2			Discovery Park						0					0					0					0		0					0					0	0	0	0	Incl in 5106
900.3			Boreham Meadows						0					0					0					0		0					0					0	0	0	0	Area taken from Land Budget Schedule
900.4			Country Park						0					0					0					0		0					0					0	0	0	0	Incl in 5106
900.5			Camouflaged Dunes / Pump Priming			1	Item	134,526	0			Item	74,643	1			Item	235,130	0			Item	415,925	0		0		Item	500,000	0		Item	500,000	0			Item	0	0	0	0	Included elsewhere
			Sub-Total						1,537,181					548,333					1,578,741					3,899,107		6,540,545					3,045,986					692,587	9,799,107	9,799,107	0	
1000			**GEOTECHNICS**						0					0					0					0		0					0					0	0	0	0	
1000.1									0					0					0					0		0					0					0	0	0	0	
			Sub-Total						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	
1100.1									0					0					0					0		0					0					0	0	0	0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
1200			**RENEWABLE ENERGY**						0					0					0					0		0					0					0	0	0	0	
1200.1									0					0					0					0		0					0					0	0	0	0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
			SUB - TOTAL DIRECT WORKS						19,678,275					8,187,725					48,656,487					31,903,764		108,535,252					34,169,388					25,636,972	158,541,627	158,216,481	0	325,147	
			SECTION 106																																					0	
2000			**EDUCATION**						0					0					0					0		0					0					0	0	0	0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
2100			**LANDSCAPE & NATURE CONSERVATION MAINTENANCE**																																					0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
2200			**RECREATION**																																					0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
2300			**RECREATION MAINTENANCE**																																					0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
2400			**COMMUNITY FACILITIES**																																					0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
2500			**COMMUNITY FACILITIES MAINTENANCE**																																					0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
2600			**ART / IMPROVEMENTS TO CIVIC SPACE**																																					0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
2700			**OFF-SITE ROAD IMPROVEMENTS**																																					0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
2800			**PUBLIC TRANSPORT**																																					0	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	
			SUB - TOTAL S106						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 (30 months)			1	sum	31,624	31,624		1	sum	26,129	26,129		1	sum	41,990	41,990		1	sum	149,572	149,572		251,265	1	sum	42,547	42,547	1	sum	66,169	66,169		1	sum	360,000	360,000	0	Pro rata'd based gross acreage
3000.2			Wheel wash facility			1	sum	14,051	14,051		1	sum	12,488	12,488		1	sum	18,643	18,643		1	sum	69,487	69,487		114,669	1	sum	18,894	18,894	1	sum	20,399	20,399		1	sum	156,052	156,052	0	Pro rata'd based gross acreage
3000.3			Maintenance of Unadopted Sewers			1	sum	10,993	10,993		1	sum	9,767	9,767		1	sum	14,585	14,585		1	sum	51,935	51,935		87,252	1	sum	14,773	14,773	1	sum	22,978	22,978		1	sum	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	43,822	43,822		1	sum	38,959	38,963		1	sum	58,276	58,276		1	sum	207,739	207,739		348,657	1	sum	59,063	59,063	1	sum	91,900	91,900		1	sum	500,000	500,000	0	Pro rata'd based gross acreage
3000.5			Allowance on 3174'S @ 2%			2	%	8,666,228	173,697	2	%	675,517	13,473	2	%	1,470,775	29,555	2	%	2,644,716	52,894	2	%	269,887	5,398,126	117,183	2	%	5,858,126	117,183	2	%	7,411,998	148,239		2	%	536,081	536,081	-1,326	
3000.6			Site Offices (Project management offices for infrastructure construction)			1	sum	43,822	43,822		1	sum	38,959	38,959		1	sum	58,276	58,276		1	sum	207,739	207,739		348,657	1	sum	59,063	59,063	1	sum	91,900	91,900		1	sum	500,000	500,000	0	Pro rata'd based gross acreage
3000.7			Welfare			1	sum	50,675	50,675		1	sum	27,283	27,283		1	sum	40,686	40,686		1	sum	145,075	145,075		243,777	1	sum	41,261	41,261	1	sum	64,178	64,178		1	sum	348,371	348,371	0	Pro rata'd based gross acreage
3000.8			Maintenance of Unadopted landscaping			1	sum	21,091	21,091		1	sum	19,534	19,534		1	sum	29,135	29,135		1	sum	103,870	103,870		174,764	1	sum	29,545	29,545	1	sum	45,959	45,959		1	sum	256,000	256,000	0	Pro rata'd based gross acreage
3000.9			Remedials to roads prior to adoption - kerb replacements etc			1	Item	43,822	43,822		1	Item	38,959	38,959		1	Item	58,276	58,276		1	Item	207,739	207,739		348,657	1	Item	59,063	59,063	1	Item	91,900	91,900		1	Item	500,000	500,000	0	Pro rata'd based gross acreage
3000.10			Remedials maintenance			1	Item	43,822	43,822		1	Item	38,959	38,959		1	Item	58,276	58,276		1	Item	207,739	207,739		348,657	1	Item	59,063	59,063	1	Item	91,900	91,900		1	Item	500,000	500,000	0	Pro rata'd based gross acreage
3000.11			SUDs Commuted Sums (25 years & Landscaping Commuted Sums / Pump Priming			1	Item	190,200	190,200		1	Item	155,242	155,242		1	Item	312,937	312,937		1	Item	727,529	727,529		1,383,911	1	Item	366,608	366,608	1	Item	457,890	457,890		1	Item	2,256,000	2,256,000	0	Costs associated with Nature Recovery Network and Boreham Meadows. Pro rata'd based on number of units.
			Sub-Total						949,180					406,197					720,172					2,129,289		3,897,864					999,231					1,241,317	6,005,478	6,039,778	-1,326	
3100			**FINANCE / LEGALS**																																						
3100.1			Legal Costs - S38 Agreements			1	Item	8,784	8,784		1	Item	7,814	7,814		1	Item	11,686	11,686		1	Item	41,548	41,548		69,831	1	Item	11,816	11,816	1	Item	18,389	18,389		1	Item	100,000	100,000	0	Pro rata'd based gross acreage
3100.2			Legal Costs - S106 Agreements			1	Item	8,784	8,784		1	Item	7,814	7,814		1	Item	11,686	11,686		1	Item	41,548	41,548		69,831	1	Item	11,816	11,816	1	Item	18,389	18,389		1	Item	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	40,734	40,734		1	Item	145,418	145,418		244,305	1	Item	41,365	41,365	1	Item	64,330	64,330		1	Item	350,000	350,000	0	Pro rata'd based gross acreage
3100.4			Legal Costs - Cancelled Appointments			1	Item	11,717	11,717		1	Item	11,720	11,723		1	Item	17,485	17,485		1	Item	62,120	62,120		104,750	1	Item	17,778	17,778	1	Item	27,579	27,579		1	Item	160,000	160,000	0	Pro rata'd based gross acreage
3100.5			Part L Land Compensation Claims			1	Item	21,961	21,961		1	Item	19,534	19,534		1	Item	29,135	29,135		1	Item	103,870	103,870		174,504	1	Item	29,545	29,545	1	Item	45,959	45,959		1	Item	256,000	256,000	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	11,686	11,686		1	Item	41,548	41,548		69,831	1	Item	11,816	11,816	1	Item	18,389	18,389		1	Item	100,000	100,000	0	Pro rata'd based gross acreage
			Sub-Total						97,577					86,814					129,316					459,253		772,911					194,611					1,016,189	1,016,189	0		
3200			**PUBLIC RELATIONS**																																						
3200.1			Public relation and marketing costs - publicity, signage, website, public consultation		FALSE																																			0	Not included in infrastructure schedule	
			Sub-Total						0					0					0					0		0					0					0	0	0	0	

ARCADIS

NORTH EAST CHELMSFORD
STRATEGIC INFRASTRUCTURE COST SCHEDULE 03-Dec-24 8,250

DRAFT 3.0

8,250

All Costs at 1Q4'23

ARC REF	AGREEMENT / DATE	ITEM NO.	DESCRIPTION	TRIGGER DATE	DWG REF	PHASE 1 (510 NO OF PLOTS) QTY	UNIT	RATE	TOTAL (£)	PHASE 2 (NO OF PLOTS) QTY	UNIT	RATE	TOTAL (£)	PHASE 3 (311 NO OF PLOTS) QTY	UNIT	RATE	TOTAL (£)	PHASE 4 (938 NO OF PLOTS) QTY	UNIT	RATE	TOTAL (£)	COUNTRYSIDE COMBINED PHASE TOTAL 1923 (1,755 NO OF PLOTS)	HALLEY (3,560 NO OF PLOTS) QTY	UNIT	RATE	TOTAL (£)	PTARMIGAN (1,305 NO OF PLOTS) QTY	UNIT	RATE	TOTAL (£)	1,509 GRAND TOTAL	PREVIOUS CP TOTAL 4Q21	VARIANCE	COMMENTS
3300			**MISCELLANEOUS**																															
3300.1			Communication			1	Item	87,844	87,844	1	Item	78,138	78,138	1	Item	116,555	116,555	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	Prorated based gross acreage
			Sub-Total						87,844				78,138				116,555				415,479	698,015				118,185				183,800	1,000,000	1,000,000	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						929,240	6	9	0	686,378				940,171				2,093,810	4,329,779				1,131,481				1,451,148	8,577,410	8,699,221	-1,370	
			PROFESSIONAL / LOCAL AUTHORITY FEES																															
4000			**STRATEGIC PLANNING AND MASTERPLAN**																															
4000.1			Planning Fee @ 1.3% of Construction Costs including landscaping			1.6	%	19,476,225	262,170	1.6	%	8,107,326	121,613	1.6	%	49,056,482	735,847	1.5	%	31,893,264	478,399	1,628,029	1.6	%	34,169,308	362,640	1.5	%	25,839,022	387,586	2,378,154	2,410,748	-32,595	Discharge of planning conditions
			Sub-Total						262,170				121,613				735,847				478,399	1,628,029				362,640				387,586	2,378,154	2,410,748	-32,595	
4100			**SITE INVESTIGATIONS**																															
4100.1			Topographical Survey			1	Item	4,392	4,392	1	Item	3,907	3,907	1	Item	5,828	5,828	1	Item	20,774	20,774	34,901	1	Item	5,906	5,906	1	Item	6,198	6,198	50,000	50,000	0	Prorated based gross acreage
4100.2			Geotechnical Survey			1	Item	26,353	26,353	1	Item	23,441	23,441	1	Item	34,967	34,967	1	Item	124,644	124,644	209,404	1	Item	35,466	35,466	1	Item	55,140	55,140	300,000	300,000	0	Prorated based gross acreage
4100.3			Archaeology			1	Item	246,097	246,097	1	Item	0	0	1	Item	0	0	1	Item	29,613	29,613	275,709	1	Item	40,669	40,669	1	Item	59,094	99,764	375,473	397,893	-22,420	Costs for Halley and Thurrington are pro-rata'd based on Countryside costs, See 100.7 for details
4100.4			Noise Surveys			1	Item	4,392	4,392	1	Item	3,907	3,907	1	Item	5,828	5,828	1	Item	20,774	20,774	34,901	1	Item	5,906	5,906	1	Item	6,198	6,198	50,000	50,000	0	Prorated based gross acreage
4100.5			Arboricultural / Hedgerow Surveys			1	Item	8,784	8,784	1	Item	7,814	7,814	1	Item	11,656	11,656	1	Item	41,548	41,548	69,801	1	Item	11,811	11,811	1	Item	16,380	16,380	100,000	100,000	0	Prorated based gross acreage
4100.6			Ponding storm water outfalls			1	Item	4,392	4,392	1	Item	3,907	3,907	1	Item	5,828	5,828	1	Item	20,774	20,774	34,901	1	Item	5,906	5,906	1	Item	6,198	6,198	50,000	50,000	0	Prorated based gross acreage
			Sub-Total						294,818				42,975				64,115				257,126	644,034				111,811				167,177	937,473	997,893	-37,420	
4200			**ENGINEERING DESIGN**																															
4200.1			Engineering Design Fees @ 4% of Construction Costs			4	%	19,476,225	779,129	4	%	8,107,326	324,293	4	%	49,056,482	1,962,259	4	%	31,893,264	1,275,731	4,341,412	4	%	34,169,308	966,772	4	%	25,839,022	1,033,561	6,341,746	6,428,667	-86,922	
			Engineering Design Fees for S278 Works @ 6% of Construction Costs			0	%	451,097	27,066	6	%	0	0	0	%	0	0	0	%	0	0	27,066	6	%	0	0	6	%	150,099	9,006	36,096	36,096	0	
			Sub-Total						806,195				324,293				1,962,259				1,275,731	4,368,478				966,772				1,042,567	6,377,842	6,464,763	-86,922	
4300			**LANDSCAPE DESIGN**																															
4300.1			Landscape Design Fees @ 6% of Landscaping Costs			6	%	1,537,161	92,230	6	%	648,936	38,903	6	%	1,579,741	94,784	6	%	3,896,107	173,779	399,695	6	%	2,545,995	152,760	6	%	692,567	41,554	687,648	687,648	0	
4300.2			Allowance on ecological survey / post-event			1	Item	1,797	1,797	1	Item	1,493	1,493	1	Item	2,331	2,331	1	Item	8,310	8,310	13,931	1	Item	2,364	2,364	1	Item	3,678	3,678	20,000	20,000	0	Prorated based gross acreage
			Sub-Total						93,997				40,473				97,115				182,089	413,674				155,124				45,231	687,648	687,648	0	
4600			**ECOLOGY**																															
4600.1			Environmental Clerk of Works			1	sum	4,668	4,668	1	sum	4,063	4,063	1	sum	6,061	6,061	1	sum	21,605	21,605	36,397	1	sum	6,148	6,148	1	sum	9,558	9,558	52,030	52,030	0	Prorated based gross acreage
4600.2			Ecological management strategy			1	Item	1,218	1,218	1	Item	1,172	1,172	1	Item	1,748	1,748	1	Item	6,232	6,232	10,470	1	Item	1,773	1,773	1	Item	2,757	2,757	15,000	15,000	0	Prorated based gross acreage
			Sub-Total						5,886				5,235				7,810				27,837	46,868				7,921				12,315	67,030	67,030	0	
4300			**SITE SUPERVISION / GENERAL DESIGN**																															
4300.1			Infrastructure Site Supervision and Administration @ 2.5%			2.5	%	19,476,225	513,303	2.5	%	8,107,326	256,434	2.5	%	49,056,482	1,569,807	2.5	%	31,893,264	1,020,584	3,473,130	3.2	%	34,169,308	773,418	3.3	%	25,839,022	826,849	5,073,396	5,163,953	-49,537	
4300.2			CDM arrangement			1	Item	26,093	26,093	1	Item	23,441	23,441	1	Item	34,967	34,967	1	Item	124,644	124,644	209,404	1	Item	35,466	35,466	1	Item	55,140	55,140	300,000	300,000	0	Prorated based gross acreage
			Sub-Total						539,396				279,875				1,604,774				1,145,228	3,569,274				809,884				881,989	5,373,396	5,463,953	-49,537	
4500			**PROJECT MANAGEMENT**																															
4500.1			Project Management Fees @ 1.2% of Construction Costs including landscaping			1.2	%	19,476,225	233,736	1.2	%	8,107,326	97,288	1.2	%	49,056,482	588,678	1.2	%	31,893,264	382,719	1,302,424	1.2	%	34,169,308	290,032	1.2	%	25,839,022	310,068	1,902,524	1,928,600	-26,077	
			Sub-Total						233,736				97,288				588,678				382,719	1,302,424				290,032				310,068	1,902,524	1,928,600	-26,077	
4700			**COST MANAGEMENT**																															
4700.1			Quantity Surveyor Fees @ 1.2% of Construction Costs including landscaping			1.2	%	19,476,225	233,736	1.2	%	8,107,326	97,288	1.2	%	49,056,482	588,678	1.2	%	31,893,264	382,719	1,302,424	1.2	%	34,169,308	290,032	1.2	%	25,839,022	310,068	1,902,524	1,928,600	-26,077	
			Sub-Total						233,736				97,288				588,678				382,719	1,302,424				290,032				310,068	1,902,524	1,928,600	-26,077	
4900			**LOCAL AUTHORITY FEES**																															
4900.1			Section 38 Inspection Fees (@ 8.5%)			8.5	%	2,137,091	181,726	8.5	%	2,545,778	216,391	8.5	%	4,563,793	387,922	8.5	%	7,494,838	637,061	1,423,193	8.5	%	3,611,165	306,949	8.5	%	5,404,000	459,217	2,196,269	2,163,179	33,090	
4900.2			SUDs Commuted Sums (25 years)			1	Item	26,893	0	1	Item	56,992	2	1	Item	87,407	0	1	Item	331,602	0	0	1	Item	89,833	0	1	Item	121,899	0	0	0	0	Included elsewhere
4900.3			Section 278 Inspection Fees (@ 2.5%)			2.5	%	451,097	28,569	2.5	%	0	0	2.5	%	0	0	2.5	%	0	0	28,569	2.5	%	0	0	2.5	%	150,099	12,750	41,119	41,119	0	Costs for Halley and Thurrington are pro-rata'd based on Countryside costs, See 100.7 for details
4900.4			Section 38 Commuted Sums			1	Item	87,844	87,844	1	Item	78,138	78,138	1	Item	116,555	116,555	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	Based highlighted fields (w footways provided) based on number of units
4900.5			Section 104 Inspection Fees (@ 2.5%)			2.5	%	4,682,645	116,531	2.5	%	2,925,417	73,085	2.5	%	7,479,191	186,923	2.5	%	11,575,548	289,389	665,758	2.5	%	4,403,961	110,099	2.5	%	5,411,061	135,277	911,783	914,880	-3,097	
4900.6			County Council Pre design check fees (S278 Works)			1	Item	75,000	75,000	0	Item	0	0	1	Item	0	0	0	Item	0	0	75,000	0	Item	0	0	0	Item	0	0	75,000	75,000	0	
4900.7			County Council design check fees (S278)			1	Item	75,000	75,000	0	Item	0	0	1	Item	0	0	0	Item	0	0	75,000	0	Item	0	0	0	Item	0	0	75,000	75,000	0	
4900.8			County Council 5Rs cash deposit for highway works (S278 Works)			1	Item	3,300	3,300	0	Item	0	0	1	Item	0	0	0	Item	0	0	3,300	0	Item	0	0	0	Item	0	0	3,300	3,300	0	
4900.9			County Council costs for Traffic Regulation Orders			1	Item	5,271	5,271	1	Item	4,689	4,689	1	Item	6,993	6,993	1	Item	25,009	24,609	41,961	1	Item	7,091	7,091	1	Item	11,038	11,038	65,000	65,000	0	Prorated based gross acreage
4900.10			Bonding costs (5 years at 2% per annum)			1	Item	87,844	87,844	1	Item	78,138	78,138	1	Item	116,555	116,555	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	Prorated based gross acreage
			Sub-Total						1,000,000				450,717				1,501,814				2,993,104	5,945,635				1,131,481				1,451,148	8,577,410	8,699,221	-1,370	
			SUB - TOTAL (PROFESSIONAL / LOCAL AUTHORITY FEES)						3,269,772				1,456,465				6,456,134				9,258,184	17,515,554				3,554,171				4,745,959	34,015,536	35,159,787	-211,191	
			GRAND TOTAL (excluding risk)						23,369,243				18,124,197				39,479,237				44,197,472	126,219,696				23,934,585				31,666,528	191,942,533	193,928,194	-2,285,361	
5300			**RISK (on construction costs)**						2,359,635				1,013,411				5,647,913				4,078,148	13,099,104				2,685,491				3,199,963	19,154,284	19,282,813	-230,530	12% risk allowance
			GRAND TOTAL (including risk)						25,947,010				19,138,598				92,127,723				64,989,225	144,077,660				31,550,488				34,765,531	210,696,597	213,321,613	-2,624,116	
6300			**OTHER**																															
			Section not used																															
			Sub-Total																															
7300			**INDEXATION**																															
			Section not used																															
			Sub-Total																															
			GRAND TOTAL INCLUDING SERIES 6000						25,947,010				19,138,598				92,127,723				64,989,225	144,077,660				31,550,488				34,765,531	210,696,597	213,321,613	-2,624,116	

APPENDIX 7

OPA Comments on Arcadis allowance	OPA3 additional abnormal allowance
Arcadis for site wide earth works excluding Archaeology (line 4100.3)and contamination(100.3)	0
Arcadis budget allowance not sufficient and not covered in Temp works budget line 100.6	673,019
Acadis have no allowance assumed inc in the sitewide earth works line 110.7	0
See breakdown Utilities tab for breakdown. Acadis allowance £5,888,930deducted from total	3,006,926
Quotation from Natural England less Arcadis allowance	346,930
Arcadis Sitewide allowance agreed	0
Now inc In IDP item D8	0
Now inc In IDP item D9	0
Quotation for field works from ASE and and costs for fees and soil replacement post investigation	3,297,935

7,324,810

APPENDIX 8

Chelmsford Garden Community
Viability Analysis

		70	230	390	550	720	880	1025	1155	1250	
Trajectory Breakdown		6%	18%	31%	44%	58%	70%	82%	92%	100%	

OPA 3		2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	TOTALS
Viab Trajectory			**70**	**160**	**160**	**160**	**170**	**160**	**145**	**130**	**95**	**1250**
Viab IDP			37%	36%	9%	0%	5%	7%	2%	2%	1%	**100%**
Viab Education			6%	14%	2%	14%	17%	17%	2%	23%	4%	**100%**
Viab CIL			4%	13%	13%	17%	20%	14%	15%	4%	1%	**100%**

APPENDIX 9

TURNER MORUM

DEVELOPMENT CONSULTANCY

32-33 Cowcross Street, London, EC1M 6DF

www.tmllp.co.uk

RICS

DEVELOPMENT CONSULTANCY SERVICES

OVERVIEW OF SERVICES

DEVELOPMENT OPPOTUNITY

Local Plan Assessments (CIL/s106/affordable housing/ infrastructure).

Land Supply Assessments – in support of or in objection to draft allocations.

SITE PROMOTION

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).

PLANNING APPLICATION

Pre-App and Application Stage **Viability Assessments,** Reviews & Negotiations for Applicant or LPA.

Representation at planning committee meetings (viability, deliverability, land supply).

PLANNING APPEAL

Giving evidence at Appeal and Examinations in Public (viability, deliverability, housing land supply).

Advising on terms of draft s106 Agreement (viability and review mechanisms).

PLANNING PERMISSION

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.

SITE SOLD/ ACQUIRED

Marketing Site, obtaining expressions of interest, negotiating and finalising purchase terms.

DEVELOPMENT COMPLETE

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.

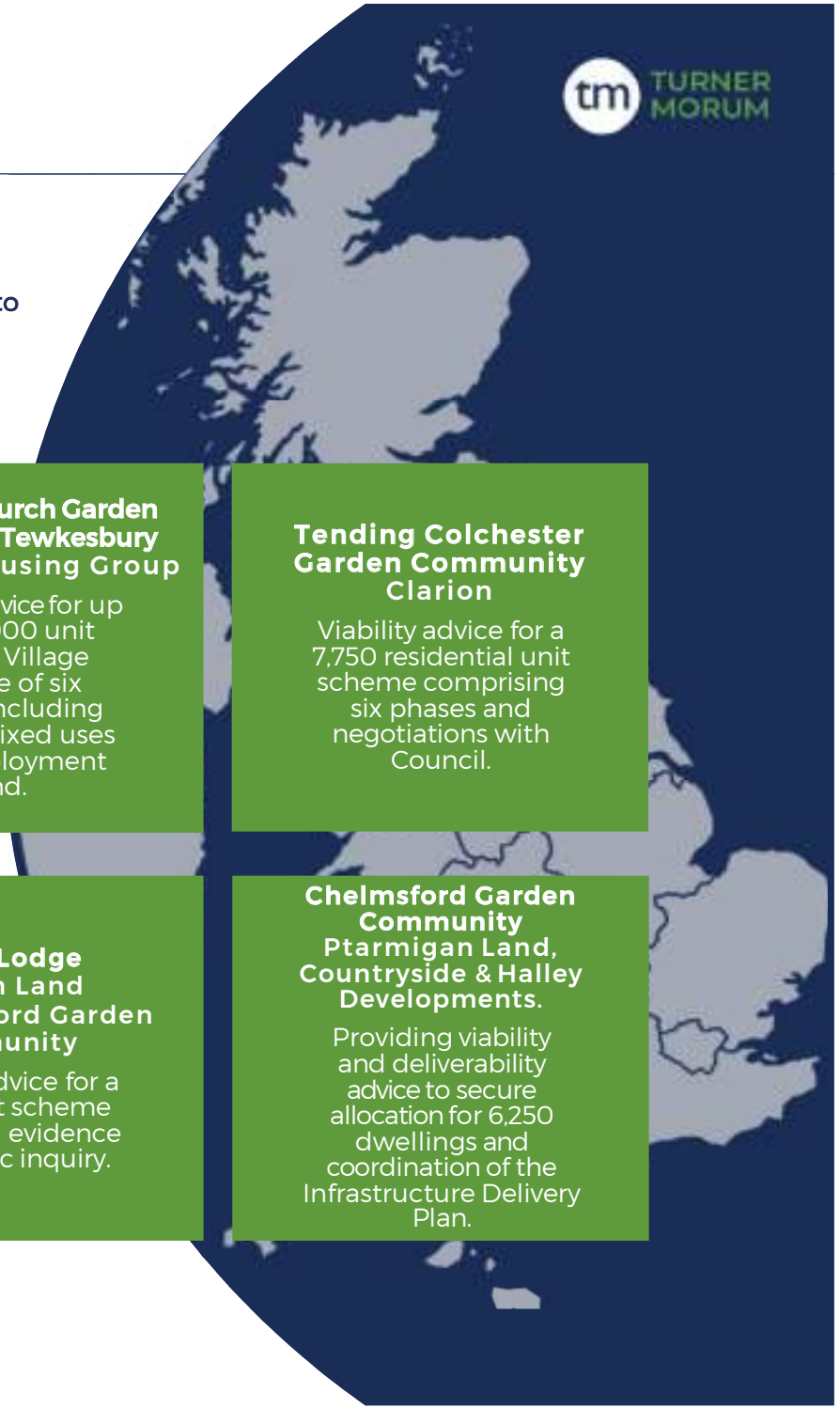
Hawksley Bungalows, North Hertfordshire
Lovell Partnership

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

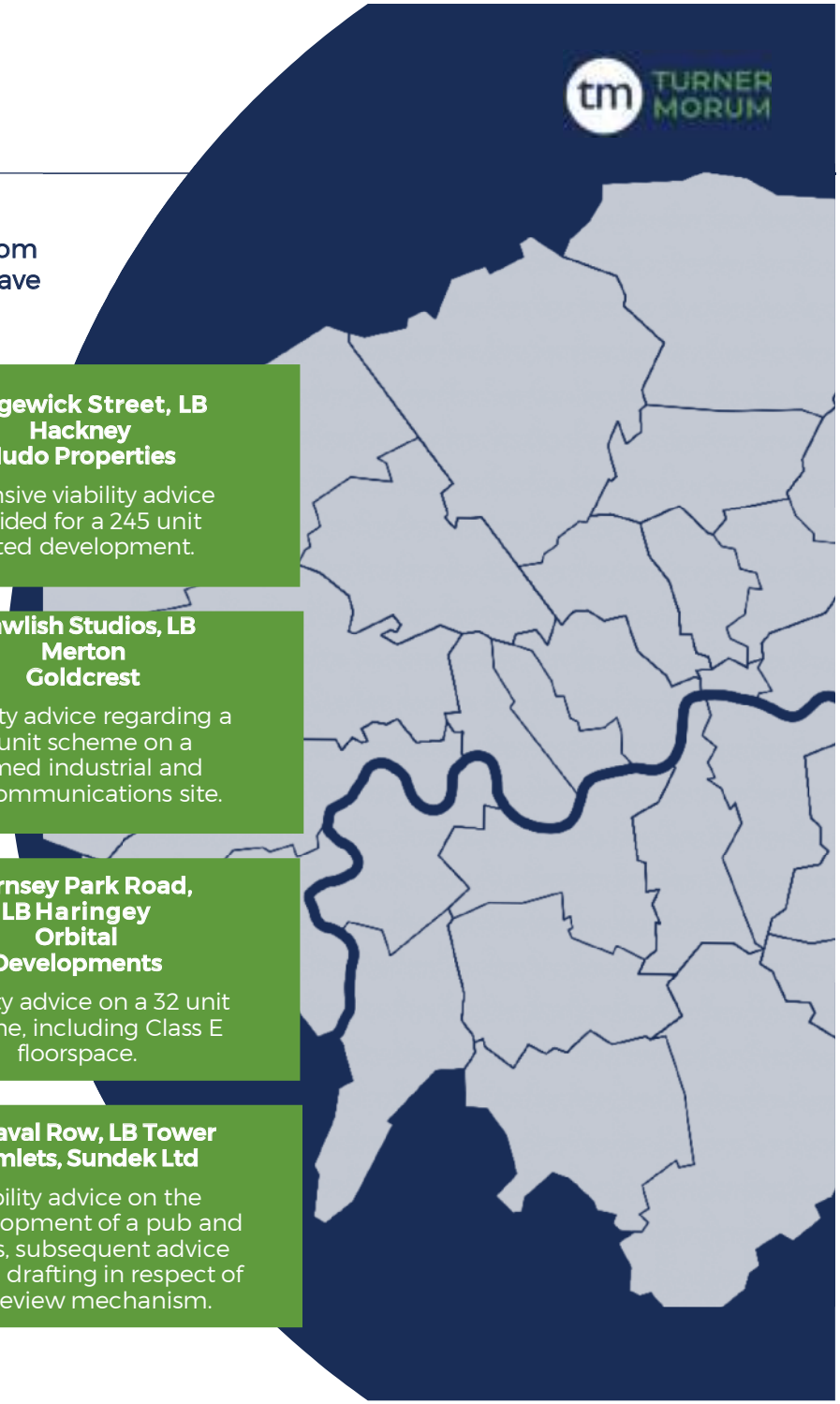
Initial viability assessment for 15 storey 456 unit scheme and advice for a review mechanism.

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
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

th@tmllp.co.uk 020 7668 3414

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
PARTNER

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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

hv@tmllp.co.uk 020 7688 3417

Hannah's role is assisting the Partners with development appraisals for viability and valuation exercises across the country.

JOHN TURNER MRICS
CONSULTANT

jt@tmllp.co.uk 020 7490 5505

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.

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

Draft

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
1021843447.8

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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 19 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 0;

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 17 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 0 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 0;

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;

(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

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(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;

(j) the Park Farm Education Site; and

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(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 0;

Plan 2 means drawing number [X], a copy of which is at 0;

Plan 3 means drawing number [X], a copy of which is at 0;

Plan 4 means drawing number [X], a copy of which is at 0;

Plan 5 means drawing number [X], a copy of which is at 0;

Plan 6 means drawing number [X], a copy of which is at 0;

Plan 7 means drawing number [X], a copy of which is at 0;

Plan 8 means drawing number [X], a copy of which is at 0;

Plan 9 means drawing number [X], a copy of which is at 0;

Plan 10 means drawing number [X], a copy of which is at 0;

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 18 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 0;

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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 19 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 1) 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

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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 0 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 9.6 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 9.4 and 9.5 of this PFA and unless the context otherwise requires do not have any significance over and above the provisions of Clauses 9.4 and 9.5 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 10.1.3 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.

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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 12.2 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 14 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 0 of 0 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 14 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 0 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 0 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 20 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 20 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 20 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 20 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 20 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 20 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.

Draft

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

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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 0 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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Notes:

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Key

- Site boundary

Rev	Date	Description	Drawn	Chkd
D2	30.07.25	Zone 1 boundary updated	VB	JCA
D1	20.06.23	First Draft	PT	VB

Drawing Status

DRAFT

Client

Countryside L&Q LLP
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Project

Chelmsford Garden Community

Drawing Title

Site Boundary Plan

Scale @ A0 1:5000 | Job Ref. 01660E

Drawing No. 01660E_ S_01 | Revision D2

Scale Bar

0 50 100 150 200 250m

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Key

- Zone 1- OPA boundary
- Zone 2- OPA boundary
- Zone 3- OPA boundary

Rev	Date	Description	Drawn	Chkd
D1	20.06.23	First Draft	PT	VB

Drawing Status

DRAFT

Client

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Project

Chelmsford Garden Community

Drawing Title

OPA Zone 1, OPA Zone 2,
OPA Zone 3 Boundaries Plan

Scale @ A0 1:5000
Job Ref. 01660E
Drawing No. 01660E_ S_02
Revision D1
Scale Bar 0 50 100 150 200 250m

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Key

- Zones 1, 2 and 3 Boundaries
- Countryside L&Q (Beaulieu) LLP land
- Ptarmigan Chelmsford A Limited land
- Halley Developments Ltd land
- Threadneedle Pensions Ltd land
- Hanson Ltd land
- Beaulieu LLP land
- Stubbings Food & Beverage Holdings Ltd land
- Stubbings Investment Holdings Ltd land

Rev	Date	Description	Drawn	Chkd
D11	25.11.25	Zone 2 red line updated	VB	JCA
D10	25.11.25	Zone 2 ownership area updated	VB	JCA
D9	27.10.25	Ptarmigan Land boundary updated	VB	JCA
D8	06.08.25	Beaulieu LLP Land updated	VB	JCA
D7	12.06.24	Client name updated	PT	VB
D6	07.06.24	Client name updated	PT	VB
D5	05.06.24	Ownership updated	PT	VB
D4	04.06.24	Countryside Zest Llp land added	PT	VB
D3	05.10.23	Ownership updated/ Client name updated	PT	VB
D2	29.06.23	Ownership updated	VB	JA
D1	20.06.23	First Draft	PT	VB

Drawing Status
DRAFT

Client
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Project
Chelmsford Garden Community

Drawing Title
Land Ownership Plan

Scale @ A0 1:5000
Job Ref. 01660E
Drawing No. 01660E_ S_03
Revision D11
Scale Bar 0 50 100 150 200 250m

Great Belsteads Education Site 2.40ha

Willow Hill Education Site 2.13ha

Park Farm Education Site/ All Through School Site 12.15ha

Hawthorn Education Site 2.07ha

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Key

- Zones 1, 2 and 3 Boundaries
- Great Belsteads Education Site
- Willow Hill Education Site
- Hawthorn Education Site
- Park Farm Education Site/ All Through School Site

Rev	Date	Description	Drawn	Chkd
D4	30.07.25	School Sites updated	VB	JCA
D3	05.10.23	Client name updated	PT	VB
D2	29.9.23	Boundary updated	VB	JA
D1	20.06.23	First Draft	PT	VB

Drawing Status
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Client
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Project
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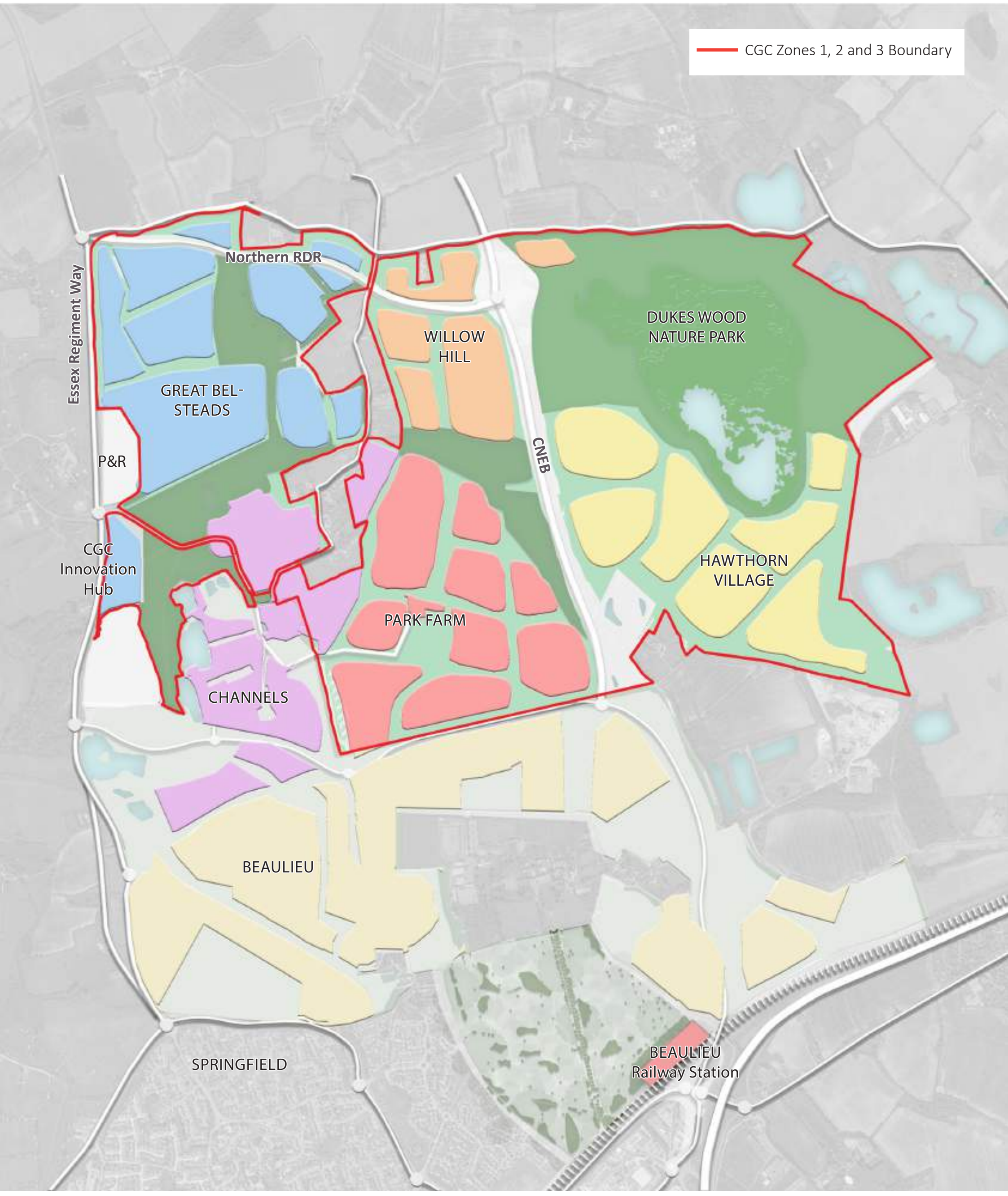
Drawing Title
School Land Plan

Scale @ A0 1:5000
Job Ref. 01660E
Drawing No. 01660E_ S_05
Revison D4
Scale Bar 0 50 100 150 200 250m



Chelmsford Garden Community -
Zone 1 Planning Application
Plan 5
For Ptarmigan Chelmsford A Limited

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Drawing No. 01660C_S_15
Scale @ A3 NTS Rev --

jtp

Original Drawing Size A1

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KEY:

RED LINE BOUNDARY

D	Boundary Updated	MP	MT	MT	28.05.24
C	Boundary Updated	MP	MT	MT	22.05.24
B	Boundary and Network Updated	MP	MT	MT	19.05.24
A	First Update	MP	MT	MT	12.05.24
-	First Issue	SMG	MT	MT	18.07.24

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Halley Developments

Powers Farm

NRDR
Planning Boundary Plan

Status	Status Date
Tender	July 2024

Drawn	Checked	Date
SMG	MT	18.07.24

Scale	Number	Rev
NTS	11098-02-005	D

NTS

METRES

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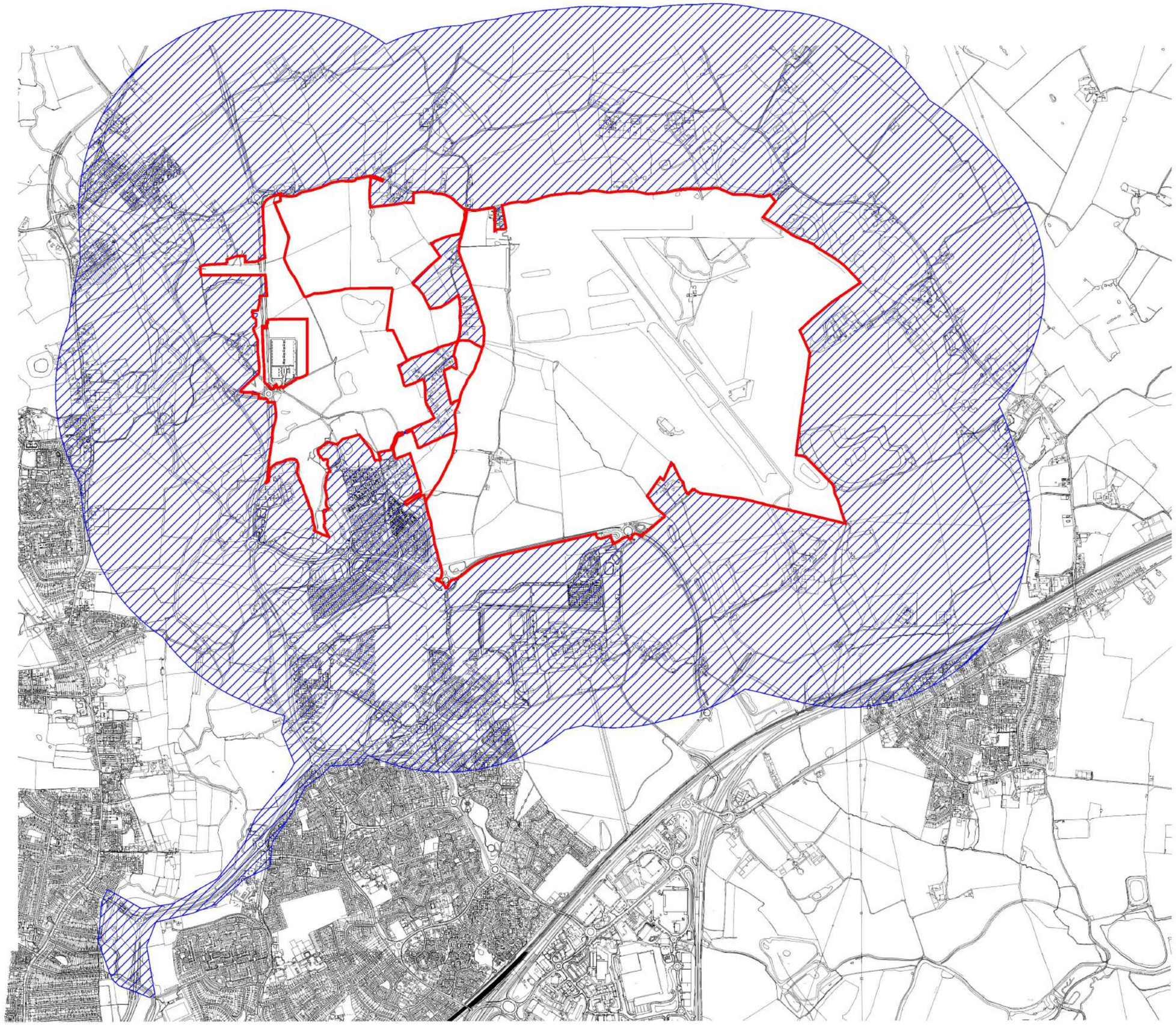
C:\Users\mpror\Brookbanks Consulting Ltd\Projects - Documents\11098\CAD\BCL\02 NRDR\11098-02-005D NRDR Planning Boundary Plan.dwg



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Key

Zones 1, 2 and 3 Boundaries

Third Party land

Rev	Date	Description	Drawn	Chkd
D4	17.01.24	Third Party land extended/ Scale changed	PT	VB
D3	05.10.23	Client name updated	PT	VB
D2	29.09.23	Boundary updated	VB	JA
D1	20.06.23	First Draft	PT	VB

Drawing Status

DRAFT

Client

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Project

Chelmsford Garden Community

Drawing Title

Third Party Land Plan

Scale @ A1 1:5000

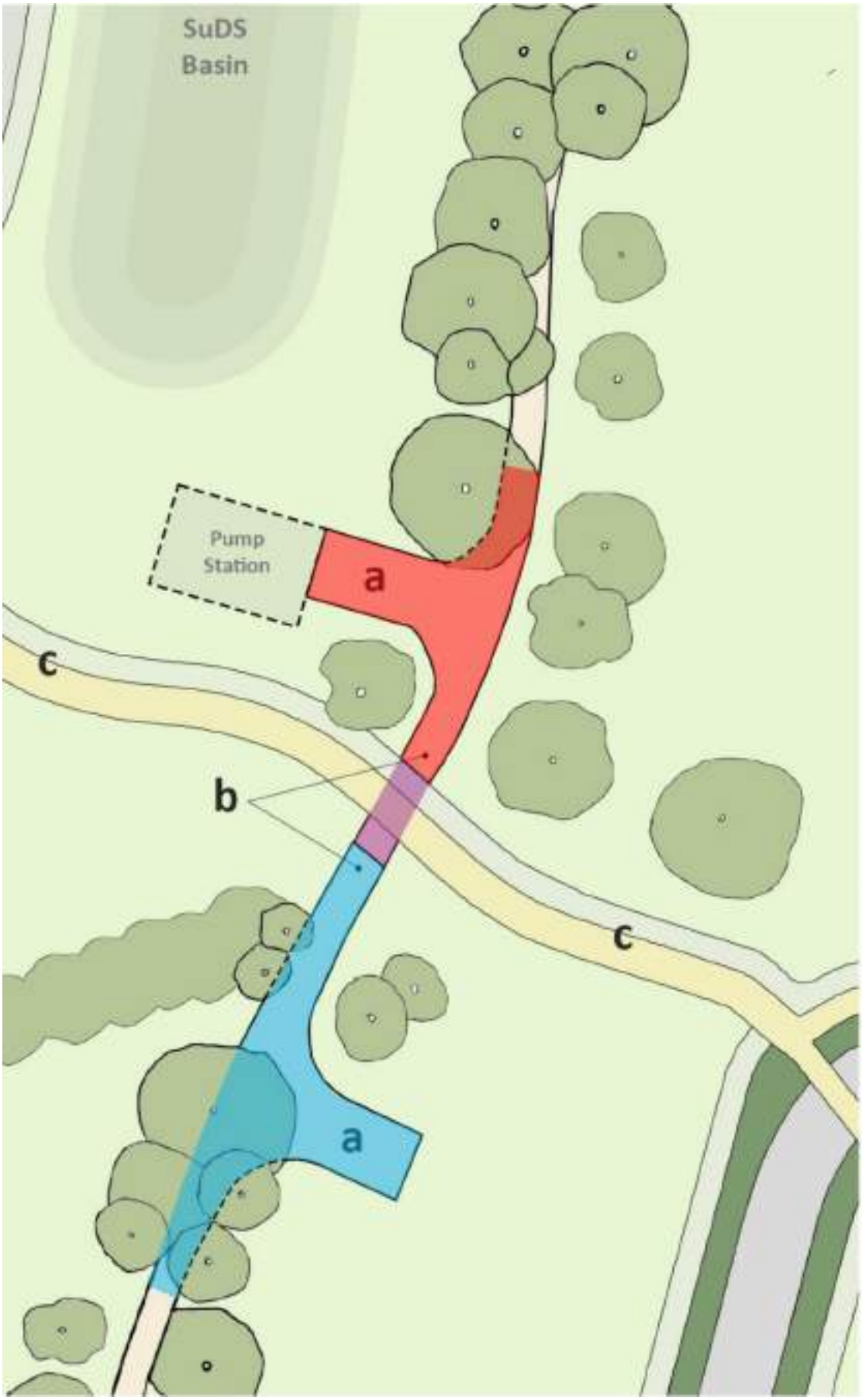
Job Ref. 01660E

Drawing No. 01660E _ S_04

Revision D4

Scale Bar

0 50 100 150 200 250m



Key

- Zone 1 Delivery
- Zone 3 Delivery
- Active Travel Link Delivery

Halley Developments Ltd

Chelmsford Garden Community

Illustrative Domsey Lane Mitigation

SLR

Drawn By:	Checked By:	20.06.2025
JW	DB	Figure 1

CGC Planning Framework - NRDR Programme	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28
NRDR - Grant of Planning permission																														
PFA Signed - All Parties																														
Vistry Exercise the TPEN Option for NRDR Land																														
S278 signed by Ptamigan, Halley, Vistry																														
Halley Appoint main contractor for NRDR Works																														
Vistry draw down TPEN land and regiester TRO1																														
Vistry Provide Evidence of Submission to Land Reg for TPEN drawdown.																														
TPEN Sign s278 for East Domsey Lane																														
Commence Construction of NRDR @ Wheeler's Hill																														
NRDR Construction start East of Domsey Lane																														
Wheelers Hill roundabout and diversion completed																														
NRDR Practical Completion																														
Open NRDR and Bypass																														
Long stop date for Practical Completion of NRDR																														
Maitainance and adoption period 2yrs																														Nov-29

Ptarmigan

Vistry Group

GREYCOAT

Chelmsford Garden Community

Site Wide Stewardship Statement

Final

2nd July 2025

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1.0 INTRODUCTION

1.1 A thriving Garden Village and a great quality of life for residents means long-term community-led management must be in place. This long-term approach begins at the planning stages of new development and positions stewardship at the heart of placemaking from the very start.

1.2 The area already has a thriving community as evidenced by operation of the existing CGC stewardship arrangements which comprise the resident owned and managed Channels Community Stewardship CIC which manages "Channels" and the Beaulieu scheme managed by the Land Trust.

1.3 This Stewardship Statement builds on the principles set out in the Chelmsford Garden Community Stage 1 Masterplan Development Framework Document ('DFD'), which was developed ahead of the planning applications, informed by 18 months of discussions, workshops and collaborative working with Chelmsford City Council (CCC), Essex County Council (ECC) and Chelmsford Garden Community Council (CGCC).

1.4 It sets the principles for an effective stewardship model and a framework for governance. High-quality sustainable place making will be delivered over time and demonstrates the Consortium's commitment to ensuring sustainable business planning, supported by the necessary resources and assets to ensure long-term viability and meaningful engagement with the community.

1.5 The Garden Community Vision is based on the 5 core principles of:

- Rewilding every day.
- 15-minute neighbourhoods.
- Inclusive villages.
- Participatory governance; and
- Promoting active travel

1.6 Stewardship has a role to play in successfully achieving each of these principles and is not a 'one size fits all' approach. It needs to retain flexibility to grow with the community.

Core Principle	Stewardship examples
Rewilding every day	• Running local blue and green infrastructure events which may be educational at their foundation. • Strategic oversight and management of landscapes.
15-minute neighbourhoods	• Owning and managing key community assets within local centres.
Inclusive villages	• Community events and communications to bring people together. • Helping to facilitate the delivery of an interconnected network of community facilities.
Participatory governance	• A governance, finance and ownership structure that facilitates sustainable business management and involves the community.
Promoting active travel	• Communication with key interfaces such as the City Council and County Council departments to ensure active travel plans are coordinated with local requirements and feedback.

1.7 This Statement explores how a governance model could come together based on consideration of four options at the Site Wide level to ensure a consistency of approach across the garden Community: A Community Interest Company (CIC), a Community Benefit Society (CBS) and a Charitable Incorporated Organisation (CIO) and a fourth option whereby Chelmsford Garden Community Council assumes the central stewardship role including control of all stewardship matters within its existing structures. Each of these are summarised in section 3. These four models have been selected as they are likely to be the most appropriate for achieving the objectives set out within the DFD.

1.8 This document is a planning application submission document to inform the approval of the four planning applications currently lodged with CCC that cover all three zones of the Garden Community and the Northern Radial Distributor Road.

1.9 This Statement is structured as follows:

Section 1 – Introduction

Section 2 – Background and Context

Section 3 – Stewardship Models

Section 4 - Governance

Section 5 – Roles and responsibilities

Section 6 – Finance

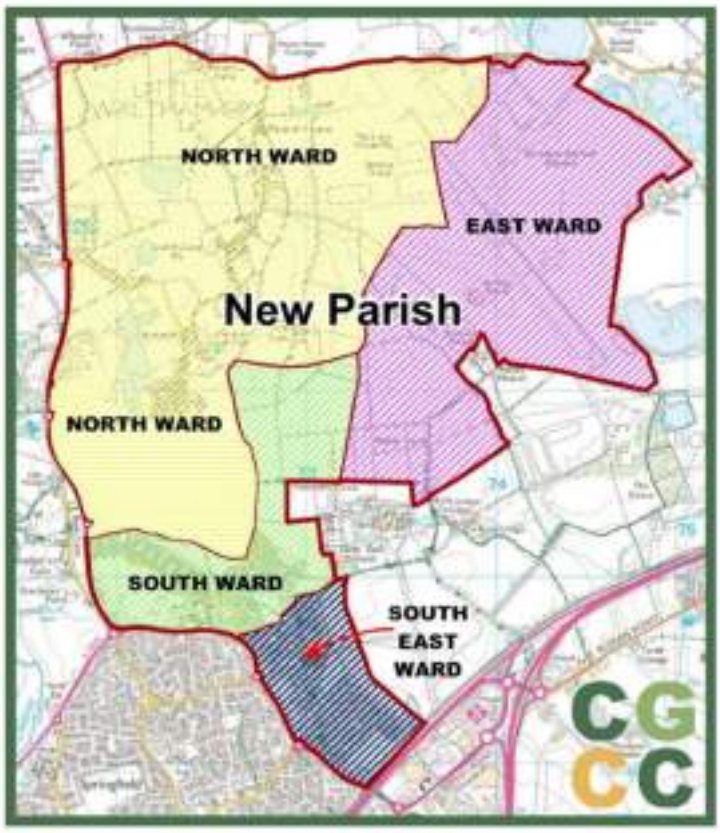
Section 7 – Next steps

2.0 BACKGROUND AND CONTEXT

The Chelmsford Garden Community Council

2.1 The Garden Village is lucky enough to have an already active and engaged Council at the Parish level known as the Chelmsford Garden Community Council (the CGCC).

2.2 The CGCC covers a significant geographical area including the existing communities of Beaulieu and Channels and the proposed Chelmsford Garden Community expansion area in the North Ward and East Ward respectively.



2.3 Set up in April 2023 following a Local Government reorganisation, the CGCC governance is via a corporate body comprising 13 democratically elected Councillors who have seats in the four wards as follows:

- North – 5 Councillors
- East – 2 Councillors
- South – 3 Councillors
- South East – 3 Councillors

2.4 Decisions are made at the meetings attended by Councillors and through delegating decisions to three committees; Planning; Communications; and Personnel, each of which is supported by Working Groups whose role is to provide background research support and assist in progressing various Council strategies and initiatives.

2.5 The Council is supported by the Executive Officer, Community Engagement Manager and Assistant Clerk and largely financed via parish precept, for the 2024 – 2025 year this is circa £217,000 or £60 per household. A summary of the CGCC's structure is below.

Council and Officers structure

2.6 The CGCC's Vision includes 7 statements which in summary are for the CGCC to:

- be central to a thriving community.
- be central to Stewardship.
- be central to community engagement.
- produce strategies that consider engagement with all sections of community.
- manage assets responsibly and consider acquiring new ones.
- respond to consultations from key stakeholders; and
- appropriately resource the Council.

The Garden Community

2.7 Chelmsford Garden Community has been growing and evolving for more than 25 years and continues to do so. A new train station is set to open in late 2025/early 2026 right on its doorstep, a new bypass to alleviate existing congestion on the local and national road network running through its centre and circa 6,250 new homes with significant employment, community and green infrastructure coming forward from 2026. In another 20 years the Garden Community will comprise circa 10,000 new homes.

2.8 A Consortium of developers; Countryside L&Q (North East Chelmsford) LLP (Zone 2), Ptarmigan Land (Zone 1) and Halley Developments (Zone 3) are bringing forward the next phases of growth for the Garden Community, with four planning applications submitted for determination to Chelmsford City Council. The geographical locations of the three outline applications split into the relevant Zones is illustrated below. Central to determination of these applications is Stewardship and securing the necessary processes to deliver an appropriate, fit for purpose approach to stewardship that aligns with the evolution of the development for the long term.

2.9 At an average rate of 300 dwellings a year, the Garden Community would take 20 years to build out. Zones 1 and 3 are greenfield sites that are available, and deliverable immediately post planning permission being granted, a significant proportion of Zone 2 is an active mineral quarry with housing delivery required to align with the minerals extraction process, which is led by market demand. This means timescales for housing delivery are unreliable and can be difficult to predict.

2.10 The incremental nature of a development at this scale and complexity requires a phased approach to its delivery to ensure appropriate resource management, oversight, policy compliance and flexibility. The DFD sets out an indicative phasing strategy for the whole of CGC and an extract illustrating the first phase is below.

2.11 An effective stewardship model will need to align itself with the nature of the development coming forward to ensure a highly functioning, sustainable, consistent and proportionate approach to the governance of CGC.

<u>Chelmsford City Council and Essex County Council</u>

2.12 Working with the CGCC and the Consortium, CCC and ECC have been closely involved in the process and evolution of the potential stewardship models for the Garden Community. Appointing Anthony Collins Solicitors to provide professional advice based on their experiences across the country.

2.13 There is a policy requirement within the Chelmsford Local Plan (2020) to ensure comprehensive development which, in part, will be achieved through the Consortium members entering into a Planning Framework Agreement (PFA) that will bind all Consortium members to a set of shared

principles and standards. This will be signed by CCC and ECC and will set the legal framework for the necessary processes to deliver a coordinated, fit for purpose Stewardship Vehicle.

2.14 They are statutory consultees and have an existing governance relationship with the CGCC. Members of both Councils are passionate about stewardship and aspire for a holistic approach to stewardship across the whole Garden Community that minimises service charges, amongst other objectives explored further in Section 3.

Homes England

2.15 Homes England have played a pivotal role in facilitating the professional advice that has been received to drive forward decision making on stewardship at CGC. They emphasise the importance of long-term stewardship in residential development, with a "process, people, place" approach, focusing on the overall development process, the needs of the community, and the long-term management of public space.

2.16 They promote the creation of high-quality homes in well-designed places that reflect community priorities, this includes fostering strong community ties and ensuring that new developments integrate well with existing communities and the creation of high-quality environments that are not only aesthetically pleasing but also functional and sustainable.

3.0 STEWARDSHIP MODELS

3.1 In this section there is an explanation of the three stewardship models under consideration which would be the responsibility of the Developer Consortium to implement and why they are being considered at this stage in the planning process. The fourth model relates to utilisation of the existing structure of the CGCC to take on responsibility for all stewardship matters. Whilst this latter option will not be the direct responsibility of the Consortium to implement, due to it being an existing body, the Consortium alongside CCC and ECC will work proactively to support that option if it is ultimately taken forward.

3.2 At this stage of the planning process, there is a further option for the CGCC to take on the Stewardship Vehicle role. However, this option also requires careful and thorough consideration of the benefits and drawbacks of this approach involving the input from a variety of parties.

3.3 Whichever option is chosen, at the heart of the decision-making process for what the final Stewardship Vehicle is, will be the CGCC. Their role as Parish Council across the entire CGC already provides a resource and a governance framework which can either assume responsibility for all stewardship matters or it can interface with a new Stewardship Vehicle as it is established and evolve alongside it so that it is complementary to it.

3.4 The CGCC's aspiration is to be central to stewardship and community engagement and to manage assets responsibly and consider acquiring new ones which aligns with the aspirations of CCC, ECC and the Consortium.

3.5 The Developer Consortium will be responsible for implementing the stewardship arrangements. This will require a long-term partnership with the CGCC regarding the ownership of assets, the responsibility for management, consultation and engagement with CCC and ECC, and the ongoing process of transitioning these responsibilities and the relevant assets into the final Stewardship Vehicle.

3.6 The roles of CCC and ECC will involve securing the legal framework through the planning system for the Consortium to deliver a Stewardship Vehicle fit for purpose that aligns with the delivery programme for the Garden Community, with the option for both to be members of the Stewardship Vehicle if this is considered necessary or advantageous at the appropriate time.

3.7 Recognising that the CGCC and the Consortium are the key stakeholders at the beginning of the process, and that the CGCC is a central stakeholder, the chosen Stewardship Vehicle has to primarily

be fit for purpose to interact with CGCC but also has to work for the development process, or development delivery as noted by Homes England.

3.8 The development process has two parts for consideration. The first is the process and associated mechanisms by which the Stewardship Vehicle will be identified, secured and implemented and the second is the process by which it will be set up and run over time, to align with the delivery of the development, otherwise known as the governance of the Stewardship Vehicle.

3.9 Each of these process points are explored in Section 4 in more detail.

3.10 The new community must be of high quality with a focus on consistency across the CGC, and where a service charge model is proposed that it is minimised and democratised. This means that management and governance must be administratively light and proportionate to the role concerned, and that residents are not charged for tasks which are not necessary. The Stewardship Vehicle must also be efficient and transparent, and importantly, that it does not duplicate what the CGCC already covers within its existing mandate. It requires flexibility and adaptability and will need to be proportionate to the scale of what is being delivered through the development process with the ability to evolve.

The Stewardship Vehicle options

Community Benefit Society (CBS)

3.11 A CBS is a type of legal structure in the UK that exists to serve the broader interests of a community, rather than just its members. It is often used by social enterprises, charities, and community groups that want to run businesses or projects for public good.

3.12 The primary purpose is to benefit the community rather than generate profits for shareholders. It's a registered legal entity (with the Financial Conduct Authority), which provides limited liability to its members and generally operates on a one-member, one-vote principle, regardless of the size of each member's investment.

3.13 Any profits must be reinvested in society or used for community benefit. Dividends can be paid, but only if the governing documents allow it and only to a limited extent. They often include an asset lock, ensuring that assets are used only for community benefit, even if the society is dissolved.

3.14 Funds can be raised through community shares, where members of the public invest small sums to support the society's aims.

3.15 Common Uses include running community-owned pubs, shops, managing social housing, providing community transport, operating educational or health-related initiatives.

Community Interest Company (CIC)

3.16 A Community Interest Company is a special type of limited company created for the purpose of serving a community or social purpose, rather than generating profit for shareholders. It combines the legal protections of a limited company, with community benefit obligations akin to a charity, but with more flexibility (e.g. can pay directors).

3.17 Incorporated through Companies House, governed by the Companies Act 2006 and the CIC Regulations 2005 and regulated by the Office of the CIC Regulator proof that activities will benefit the community is required. A statement is submitted at formation and updated annually demonstrating this.

3.18 It requires an asset lock, neither the company nor its assets can be sold for private gain. If dissolved, the remaining assets must be transferred to another asset-locked body (e.g., another CIC or charity).

Charitable Incorporated Organisation (CIO)

3.19 A registered charity with incorporated status, it has its own legal identity (can own property, employ staff, enter contracts) and offers limited liability to trustees and members. It is a model designed specifically for charitable organizations and is only regulated by the Charities Commission.

3.20 As asset lock exists, however all assets must be used for charitable purposes. Charitable donations and funding can be applied for and there a are certain charitable reliefs such as business tax.

3.21 The tables below summarise the key features of each model under the headings of purpose, governance and structure and finance.

Overview of newly established Stewardship Vehicle options

Feature	**CBS**	**CIC**	**CIO**
Full Name	Community Benefit Society	Community Interest Company	Charitable Incorporated Organisation
Legal Basis	Co-operative and Community Benefit Societies Act 2014	Companies Act 2006	Charities Act 2011
Regulator	Financial Conduct Authority (FCA)	Companies House + CIC Regulator	Charity Commission
Purpose	Benefit the wider community	Benefit the community with a social enterprise	Exclusively charitable purposes

Purpose

Feature	CBS	CIC	CIO
Community Benefit Required?	Yes	Yes	Yes (must be charitable)
Profit Distribution	Limited; surplus reinvested for community	Cand be prohibited or allowed, but capped via dividend cap	Not allowed (profits must go to charity)
Asset Lock	Optional but recommended	Mandatory	Mandatory
Public Perception	Strong community /grassroots ethos	Seen as flexible social enterprise	Seen as formal charity

Governance and Structure

Feature	CBS	CIC	CIO
Democratic Control	Yes – 1 member = 1 vote	Yes, 1 member 1 vote	Charity-style governance, trustee-led
Directors/Trustees	Committee elected by members	Company directors elected by the members	Trustees
Membership Model	Yes – open to the community	Yes. Only residents can be members (save for any ex-officio members, e.g. CGCC) All residents can be members (this can be by default or Optional)	Optional
Annual Reporting	To FCA	To Companies House + CIC Regulator	To Charity Commission

Finance

Feature	CBS	CIC	CIO
Can Issue Community Shares?	Yes	No	No
Grant Funding Eligibility	Some funders may hesitate (if not a charity)	Variable; harder than CIOs	High – widely accepted by funders
Tax Reliefs (e.g., Gift Aid, SITR)	Only if also an exempt charity	Some (e.g., SITR) but not necessarily relevant if not profit making	Yes – full charity tax benefits
Can Pay Staff/Directors?	Yes	Yes	Trustees usually unpaid (staff allowed)

Administrative costs

	CBS	CIC	CIO
Dealing with Governing Authority	FCA – considerable administration and reporting which is expensive to deal with	Companies House and CIC Regulator. Minimal cost (£15 per year)	Charity Commission. Some administration and reporting

The CGCC as the Stewardship Vehicle

3.22 The remaining, option would be where CGCC uses its existing structures and takes 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 CGC.

3.23 Should this model be pursued, it would likely involve all relevant assets and areas that require maintenance being built to a suitable standard and then handed over to the CGCC for management and maintenance in perpetuity with an agreed maintenance specification. This process would be secured through the relevant Site Specific Section 106 Agreements with no requirement for developer commuted sum maintenance contributions.

3.24 The future management and maintenance could then be funded through the Parish Precept which could avoid the need for residents to be subject to a Service Charge. Through existing structures of the CGCC the approach to costs and maintenance would still be subject to the CGCC's democratic processes such that residents would have sufficient influence over what happens within their respective areas.

3.25 Each of these models has pros and cons associated with them when considered in the context of stewardship, the existing structure of the CGCC and the aims and objectives of the key stakeholders.

3.26 Following extensive discussions with the CGCC, they would like to seek legal advice on how best to reach a decision on which of these three options they feel would best interface with their existing structure before advising the Consortium of their view as to a preferred model.

3.27 The process for how this will evolve, aligned with the planning programme are set out in Section 4 to ensure compliance with the DFD.

3.28 The above options represent the optimal solutions based on both discussions with stakeholders and professional advice. They are not intended to exhaustive and once the parties are clear on how they wish to be involved in stewardship operations, further options could be explored.

4.0 GOVERNANCE

4.1 What is Stewardship Governance? Through 18 months of working collaboratively with CGCC, CCC and ECC, in summary the collective response to this question 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

4.2 The three models that involve the establishment of a newly established body set out in Section 3 all allow for these governance objectives to be achieved. This is equally true if CGCC takes on responsibility as the Stewardship Vehicle.

4.3 This Section is dealt with in two parts. The first sets out the process via the planning system for securing implementation of the Stewardship Vehicle at the right time to align with the delivery of the development.

4.4 The second sets out how the Stewardship Vehicle will eventually become a cohesive site wide body along with a high-level summary on potential membership, governance, finance and the roles and responsibilities.

4.5 As of the date of this Statement, the project is at pre committee stage, and the status of this document is a planning application document to inform the determination of the four planning applications currently lodged with CCC (i.e. the three OPAs and the Northern Radial Distributor Road application). Once completed, the PFA, which has the same status as a s106 Agreement and binds all members of the Consortium, will have this Statement appended to it, along with the requisite obligations that align the evolution of the stewardship vehicle with the delivery of the CGC.

4.6 The PFA obligations will be reflected in the Site Specific s106 Agreements for each OPA with a commitment in the PFA for the Stewardship Vehicle and Stewardship Vehicle Business Plan to be submitted and agreed with all parties ahead of the s106 Agreements being signed dependent on which of the four options is chosen.

4.7 Given the context, roles, responsibilities, and circumstances associated with stewardship, the Consortium propose a stewardship governance structure with a singular Stewardship Vehicle to cover the entirety of CGC. This will ensure that a cohesive community is created under one stewardship regime. The Stewardship Vehicle could also potentially be supported by a subsidiary 'operational body' to be created as required. An operational body could act as the 'engine room' of the Stewardship Vehicle by collecting service charges and carrying out the estate management function across CGC. If the CGCC option is taken, this may negate the need for such a body as it could form part of the existing CGCC structure.

4.8 If CGCC assume responsibility for Stewardship within its existing structures, the consortium will proactively work alongside the CGCC, CCC and ECC within the new Stewardship Steering Group to support the implementation of this approach.

5.0 ROLES AND RESPONSIBILITIES

5.1 For the options requiring a newly established body, the management will be funded partly by service charge and by income generating facilities. The only exception to this will be Dukes Wood Nature Park which is a Chelmsford City Council asset and not just for residents of CGC and therefore its long-term management and maintenance will be transferred to the City Council with the Consortium paying a commuted sum to CCC for the first 25 years.

5.2 The table below provides an example of what unadopted community facilities and public open space could be managed and maintained by the Stewardship Vehicle:

Stewardship Responsibilities	
Community Facilities	**Public Open Space**
• Stewardship Office – (Likely to be part of the community centre) • Public Parking • Shared Parking • Sports Hubs • Mobility Hubs • Community Centre • Parking Courts within Residential Parcels	• Destination Parks • Play Spaces • Public Realm • Local Green Spaces • Greenways • Orchards and Productive Landscape • Trees along adopted roads.

5.3 The public open spaces, including the parks, play areas, sports pitches, and community assets that are not to be adopted by public bodies will need robust and effective stewardship arrangements covering their long-term ownership, management, operation, maintenance and eventual replacement. These assets can collectively be referred to as 'Community Infrastructure' with some assets being self-funding while others will not and will require costs to be covered through the service charge.

5.4 Land management includes all aspects of day-to-day maintenance of all the public open spaces, parks, and sports pitches, covered by a routine on site manager service (including litter- picking, emptying bins, and basic maintenance and repairs), regular grass cutting and tree pruning, through to more cyclical maintenance and long-term replacement, particularly of hard landscaping.

5.5 A Community Development approach with the CGCC will be adopted that is designed to engage people, understand their needs and interests, and enable them to play a role in initiating and delivering services and community activities, as well as volunteering and helping to take responsibility.

5.6 The Community Infrastructure could be transferred or leased to the Stewardship Vehicle once the assets have been created to an agreed specification and:

- the relevant item has been provided as required and signed off i.e., are independently certified as being fit for purpose.
- different classifications of assets will have varying ownership models; and,
- a management plan has been prepared and approved by the LPA.

5.7 The Stewardship Vehicle will take full and long-term responsibility for ensuring that the assets are effectively and efficiently managed and operated by the operational bodies if required to derive the dual objectives of maximising use and service for the local community, and ensuring they look consistently attractive and are cared for in the long term. These will be important facilities for the community, but all have limited, or in some cases nil, income generating capacity, but will still require maintenance and eventual replacement.

5.8 The public open spaces, as well as the sports pitches and play areas, will require a range of landscape management requirements, all intended to ensure consistent quality maintenance regimes supporting the ecology and sustainability strategies. The ongoing maintenance requirements will be set by the planning permissions and governed by the Stewardship Vehicle and agreed during the relevant Reserved Matters planning process and prior to transfer of assets.

Other Infrastructure

5.9 There are other infrastructure items for which long-term maintenance arrangements will need to be put in place but for which community/ Stewardship Vehicle ownership is not appropriate. There are other items, such as sports and leisure provision, which could be owned and managed by either the Stewardship Vehicle or a bespoke provider. The Stewardship Vehicle Business Plan will set out the management and funding arrangements for all community infrastructure and assets that are required to be delivered as part of the development, retaining flexibility where appropriate in terms of the solution.

Community Development

5.10 Following consultation with the CGCC it was important to maintain its existing role and responsibility for Community Development, and this will be supported by the Stewardship Vehicle (if a new body is established), where appropriate. If the CGCC option is taken then Community Development will be the responsibility of the CGCC.

5.11 The intention will be to develop and broker practical community focused projects that respond to the aims and objectives of this Stewardship Statement and more broadly, the DFD. To achieve this, it is vital to ensure that resident and local needs are understood and promoted, and that people are both informed and engaged as the new community grows.

5.12 This will require early outreach and consultation to achieve community involvement in both the design and delivery of the Stewardship Vehicle and its outcomes. This is then likely to require initiating, co-ordinating and delivering Community Development activities focusing on the development of an integrated and tenure blind “community spirit” around three broad activity areas, namely engagement, empowerment and participation.

5.13 If CGCC assumes responsibility for stewardship within its existing structures, then it shall be responsible for defining the respective roles and responsibilities, but it will be important to ensure compliance with the overarching DFD principles at all times.

6.0 FINANCE AND RESOURCES

6.1 For the options requiring the establishment of a new body, the detailed finance structure for the Stewardship Vehicle will be included in the Stewardship Vehicle Business Plan to be submitted for approval in accordance with the PFA.

6.2 It is vital that the Stewardship Vehicle is viable, both during the development and in the long term once the development is complete. The Stewardship Vehicle is expected to be a cost-efficient entity and to be fully funded by a combination of a limited amount of service charge and income from the assets it directly manages. The Consortium is committed to keeping the service charge at an acceptable level, determined by and for the residents through an accountable and transparent governance structure.

6.3 This Stewardship Statement establishes the principles that ensure financial self-sufficiency in the long term through income derived from a capped service charge (indexed linked) and from directly owned assets and community facilities. These principles will be taken further and refined in the Stewardship Vehicle Business Plan to ensure they can be put into practice. The proposed Stewardship Vehicle may also be underpinned in the early years with a limited amount of start-up assistance from the Consortium which will be set out within the Site-Specific Agreements.

6.4 The Stewardship Vehicle's financial responsibilities will include:

- Community facilities serving a variety of needs
- Roles in community creation/development and engagement on future development via the CGCC.
- The management and maintenance of all directly owned and managed assets
- Administrative and support costs in respect of the above

6.5 These responsibilities extend in perpetuity, meaning that the Stewardship Vehicle will 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 whole development.

6.6 Public open space and community assets will not be transferred to the Stewardship Vehicle until their operation and management have been costed and the Stewardship Vehicle has an agreed management plan which will be set out in the Stewardship Vehicle Business Plan and enshrined in

the Site-Specific Agreements. Until the point of transfer, the Consortium and future relevant developers will retain responsibility for their management and funding.

6.7 The Stewardship Vehicle will receive income from a range of sources to meet its costs, including income generating activities (such as the hiring out of community facilities). The aim is to ensure financial sustainability through a diversified portfolio of income sources.

6.8 The Stewardship Vehicle Business Plan will set out the framework and timing for how the anticipated management and maintenance costs will be calculated and resourced, which will be refined as community assets are developed through the design and planning process.

6.9 The annual expenditure incurred to support stewardship, and the Stewardship Vehicle will include the following:

- Facilities Management including maintenance, operation and sinking funds of the Community facilities.
- Core infrastructure costs for the stewardship organisation, financial management, promotion, and operations.
- Project costs for community development, activities

- Building a sinking fund as appropriate
- Paying for the service of a managing agent (if required)

Financial Strategy Model

6.10 The Stewardship Vehicle will need to ensure that it has sufficient income to meet its responsibilities and associated liabilities and to ensure that it has sufficient revenue to be able to maintain and manage the community infrastructure that it directly manages in perpetuity.

6.11 The Stewardship Vehicle will manage income generating facilities and income from a service charge, which will be capped for the first five years (index linked) (unless the residents vote for an increased service).

In the medium to long term, the Stewardship Vehicle will have the following main areas of income open to it:

- A capped service charge, indexed to the CPI.
- Income derived from assets (land and property).

- Sessional use and letting of Community Centre and charges for the use of community assets as applicable and appropriate.
- User charges for activities provided directly by the Stewardship Vehicle.
- External grants or project management fees.
- Interest on reserves and endowment.

- Should the CGCC assume responsibility for stewardship under its existing structures they are likely to implement a bespoke approach to management of finance and resources utilising the parish Precept and income generating assets which they are transferred. Further work through the Stewardship Steering Group will determine how this approach is best designed and implemented.

6.12 With the scale of the community facilities to be provided and the anticipated activities, it is likely that most of these funding sources would be utilised. The governance structure has an important bearing on the likelihood of being able to access some of these income sources.

6.13 The Consortium have existing knowledge of localised costs at the Channels and Beaulieu developments. Further work will be undertaken through the Stewardship Vehicle Business Plan to determine the scale and nature of this income, and its potential application to the delivery of success stewardship arrangements at CGC.

7.0 PROGRAMME AND NEXT STEPS

7.1 The next steps are to work alongside the CGCC to ensure their governance structure outlined in Section 2 above, is considered alongside the final decision on the stewardship governance for the Stewardship Vehicle.

7.2 The CGCC and the potential newly established stewardship vehicle will need to work cohesively with minimal overlap and maximum efficiencies to ensure financial sustainability and ensure clarity for local residents.

7.3 The PFA outlines the requirements for setting up the Stewardship Steering Group and the submission of the Stewardship Vehicle governance structure and Stewardship Vehicle Business Plan for approval to CCC.

7.4 This workstream will be concluded ahead of the signing 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 timescales required.

Chelmsford Garden Community

Biodiversity Net Gain Site Wide Strategy

For CGC Master Developers

30 August 2023

Document Control

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1 Policy and Legal Background

Chelmsford Garden Community (CGC) is allocated in the Chelmsford Local Plan (Adopted May 2020) under 'Strategic Growth Site Policy 6' (SGS6) 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 National Planning Policy Framework (NPPF) (2021) seeks to protect and enhance the natural environment and encourages all development proposals to aim to secure opportunities for enhancing biodiversity. This will be assessed on a proportionate basis taking into account the size and type of development and its location.

The Chelmsford Local Plan Policy DM16 (Ecology and Biodiversity) states that all development proposals should deliver a net gain in biodiversity where possible, by creating, restoring, and enhancing habitats, and enhancing them for the benefit of species.

From November 2023, new housing, commercial and infrastructure developments in England that require planning permission under the Town and Country Planning Act (TCPA) 1990 will be required to deliver at least 10% BNG. The provisions under section 98 of, and Schedule 14 to, the Environment Act 2021 will impose a new statutory "general planning condition" on planning permissions granted under the TCPA 1990. This new general condition requires that development may not begin unless:

- A "Biodiversity Gain Plan" has been submitted to the planning authority.
- The planning authority has approved that plan.

This new general planning condition must be discharged prior to commencement of development.

The Biodiversity Gain Plan must explain how the development will meet the "biodiversity gain objective". The biodiversity gain objective (in essence) requires at least 10% BNG measured from a baseline of the pre-development biodiversity value of the redline boundary site. Specifically, the biodiversity gain objective is met if the biodiversity value attributable to the development exceeds the pre-development biodiversity value of the onsite habitat by at least 10%.

To meet this requirement, applicants will need to measure biodiversity gains using the biodiversity metric. The metric calculates the values as 'biodiversity units'. Biodiversity units are calculated using the size of the habitat, its quality and location.

2 Biodiversity Net gain at CGC

In accordance with Local Plan Policy SGS6 a Stage 1 Masterplan for the CGC has been prepared. The Stage 1 Masterplan comprises three interdependent core documents:

- The Development Framework Document (DFD)
- The Infrastructure Delivery Plan (IDP)

- The Planning Framework Agreement (PFA)

The DFD sets out the indicative masterplan and framework parameter plans and contains details on the proposed mechanisms for design coding, delivery and phasing. The DFD sets out key deliverables (i.e. the type and scale of development), the ethos and key targets and metrics. One of these key targets is focused on Biodiversity Net Gain (BNG).

The five principles described in the DFD that underpin the delivery of BNG are:

- *'To seek to achieve an aspirational target of 20% for BNG, attained within the Garden Community itself or off-site, via the application of good practice principles. This is to be applied to the entirety of the Garden Community in its end-state rather than for each phase of development.*
- *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.*
- *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 OPA's cannot be attained.*
- *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.*
- *Provide mitigation for protected species that is linked to BNG provision where possible.'*

CGC will be delivered over a period of approximately 20 years by a consortium of three developers and promoters (comprising Ptarmigan Land who will deliver CGC Zone 1, Countryside L&Q (CLQ) who will deliver CGC Zone 2, and Halley Developments Ltd who will deliver CGC Zone 3) together with a range of delivery partners (collectively known as the "Master Developers").

The Stage 2 Masterplan comprises three OPAs, one for each Zone referred to above and one application for full planning permission for the Northern Radial Distributor Road (NRDR). Each application will be submitted with Biodiversity Gain Information detailing calculations of losses and gains and describing how the BNG principles described in the DFD will be met within each application site and establish the baseline of the pre-development biodiversity value of the site.

The purpose of this Strategy is to set out the implementation roadmap for the delivery of BNG across the three CGC Zones, highlighting coordinating bodies, decision gates and timing. It is acknowledged that the process for delivering BNG on the Site will evolve over time and therefore allowing for flexibility is key. Therefore, this roadmap shows the stages of the process but is not overly prescriptive in areas where additional detail will be delivered over time.

3 Development Approach

The information provided by the four individual planning applications will demonstrate that there is the potential to deliver on all the DFD principles within CGC without the need to acquire additional BNG off-site. However, to realise the potential of CGC to deliver tangible benefits for biodiversity, it is necessary to ensure that the delivery, management (including adaptive management), monitoring

and reporting of BNG is coordinated across the Zones. This is to ensure that the sum of the parts being delivered by a variety of parties (e.g. reserved matters applicants) over different timescales do not compromise the ability to deliver well connected, well managed, well-functioning green infrastructure.

The PFA requires the Master Developers to submit a BNG Site Wide Strategy for the written approval of the City Council prior to the first OPA being determined. The BNG Site Wide Strategy is defined as identifying the measures which the Master Developers are proposing to take to seek to achieve the aspirational Site Wide BNG target. It sets out the implementation strategy for such measures, which shall be reviewed and monitored through the forum of the Progress Delivery Group (PDG) and is subject to the monitoring requirements set out in the PFA.

Following the grant of outline planning consent for each Zone, it is anticipated that each Master Developer will be required to submit a development Phasing Plan under an outline planning condition for approval by Chelmsford City Council (CCC) prior to or concurrently to the submission of the first reserved matters application (RMA). The Phasing Plan shall identify phases and sub-phases of development and the proposed sequence of provision of each phase. The construction shall be sequenced and programmed in accordance with the approved Phasing Plan.

A Zone wide Biodiversity Gain Plan setting out the timing and delivery of BNG within each Phase will need to accord with the approved Phasing Plan. The development Phasing Plan and the Zone wide Biodiversity Gain Plan can be separate or combined documents and can be revised over time.

The individual RMAs will not necessarily represent a single phase of development in each zone. Therefore, meeting the delivery of the BNG principles, and monitoring these commitments, needs to be achieved at each phase within each Zone.

4 BNG Implementation Strategy

As the development is phased and parts of the green infrastructure are strategic in nature (e.g. The Channels Discovery Park, Duke's Wood Nature Park etc.), individual RMAs are expected to deliver different levels of BNG within their applications. This includes provisions both in excess of and under the general benchmark of 10%. However, BNG of at least 10% will be delivered for the first phase, with subsequent phases ensuring a minimum of 10% BNG is delivered across the Zone (noting that if, for example, the first phase delivered more than 10% there may be scope for the second phase to deliver less than 10%). Each Zone will also seek to achieve the aspirational Site wide 20% BNG target, but noting that meeting this aspirational target will be measured at the CGC level when complete.

The roadmap for delivering, managing and monitoring BNG is described below in a series of stages. These stages are aimed at aiding CCC through the consenting process, condition discharge and commitment monitoring. The stages are (noting that stages 3, 4 and 5 will overlap):

- Pre-outline planning permission decision
- Post outline planning permission decision / pre-reserved matters applications
- Reserved matters applications

- Implementation and establishment
- Management, adaptation and monitoring

4.1 Stage 1 – Pre-outline planning consent decision

During Stage 1 the following actions are to be undertaken:

- Each Master Developer submits an OPA for each Zone with accompanying Biodiversity Gain Statement which will establish the baseline of the pre-development biodiversity value of the Zone using the biodiversity metric. The information provided is to demonstrate the feasibility of each OPA to meet a BNG of at least 10% and show how they each contribute to the overall aspiration to deliver at least 20% BNG;
- Following the submission of the final outline application (i.e. all elements of the Chelmsford Garden Community have been accounted for) the Biodiversity Gain Information will be combined from all three Zones and summarised to aid CCC in taking a holistic view of the potential to meet the DFD BNG principles. This summary will demonstrate the feasibility of the CGC overall to meet the aspiration to deliver at least 20% BNG;
- A combined pre-development biodiversity value baseline covering all three CGC Zones will be created. This baseline will be the basis on which all future calculations in RMAs will be determined and for comparisons with future monitoring data (i.e. to measure success). This will include habitat condition assessment sheets for each habitat parcel;
- The new general planning condition will be applied to all planning consents for the submission and discharge of the Zone Wide Biodiversity Gain Plan prior to the commencement of development in accordance with the Environment Act 2021.

4.2 Stage 2 – Post-outline planning consent / pre-reserved matters application

- The Master Developers for each Zone will submit a Zone Wide Biodiversity Gain Plan for approval by CCC, to ensure biodiversity enhancements are delivered, maintained, managed appropriately and monitored in the long term in accordance with the approved OPA Biodiversity Gain Statement. The Master Developers will also track delivery against individual phases of development (in accordance with the approved Phasing Plan for each zone) and the DFD principles overall and report against agreed milestones to the PDG;
- The Zone Wide Biodiversity Gain Plan will focus on the metric version[1], biodiversity unit measurement between different RMAs in the same phase or different phases and applicability of a strategic approach (on a phase-by-phase basis and/or across CGC). The general principle is

[1] The applications for CGC use different versions of Natural England's Biodiversity Metric – namely version 3.1 and 4.0. There is also expected to be an updated version released before November 2023. Differences between these versions are focused on resolving issues and minor refinements only. On this basis the most current version would be used for Reserved Matters Applications, although this would be subject to review at the time of application to ensure no fundamental changes to the approach are evident.

that each Zone will deliver at least 10% BNG, with the aspiration to deliver at least 20%. However, where this is not possible this may be achieved elsewhere within CGC;

- The Master Developers will agree stewardship arrangements with the Chelmsford Garden Community Interest Company (CGCIC) or adopting Council. These stewardship arrangements will cover all semi-natural habitats following establishment. They will ensure the long term coordination of management and monitoring across CGC[2];
- The delivery of biodiversity gains across the three Zones will be reviewed and monitored through the forum of the PDG;
- Within the outputs for Stage 2 the ten principles set out in the CIEEM's publication '*Biodiversity Net Gain – Good Practice Principles for Development*' (2016) will be referenced to ensure that these are applied and evidenced throughout subsequent stages.

4.3 Stage 3 - Reserved Matters Applications (RMA)

- Developers for each RMA will submit a detailed Biodiversity Gain Plan for approval by CCC. The Biodiversity Gain Plan will provide detailed information, including detailing where BNG will be delivered and how it will be delivered. It will also include a copy of the completed BNG metric to demonstrate it delivers the necessary biodiversity units required by the approved Zone Wide Biodiversity Gain Plan. The information provided will be produced in line with current guidance from Defra / Natural England (such as the Biodiversity gain plan template (working draft) published during BNG consultation in January 2022) and CIEEM such as the 'Biodiversity Net Gain Report and Audit Templates' (2021);
- The Master Developer will provide a strategic overview of each RMA in terms of losses and gains to biodiversity, highlighting how any shortfall in biodiversity units (i.e. uplift less than 10%) will be delivered within the remaining part of the development phase or sub-phase in accordance with the approved Zone Wide Biodiversity Gain Plan;
- The delivery of biodiversity gains across the three Zones will be reviewed and monitored though the forum of the PDG.

4.4 Stage 4 – Implementation and establishment

- Developers of consented RMAs will deliver the biodiversity units as approved in their application;
- Developers of consented RMAs will maintain these habitats through the establishment phase;
- Developers of consented RMAs will monitor and report upon the establishment of habitats to ensure they are of sufficient quality by the time of handover to the CGCIC or adopting Council and report to the PDG to monitor accordingly.

[2] Subject to agreement on the precise nature and form of the stewardship arrangements.

- The delivery of biodiversity gains across the three Zones will be reviewed and monitored though the forum of the PDG.

4.5 Stage 5 – Management, adaptation and monitoring

- Following handover to CGCIC or adopting Council, the CGCIC will coordinate monitoring across CGC, with information used to inform changes to management practices as necessary to ensure habitats specified reach the agreed target condition, or if this is not possible, provide alternatives with the same or greater BNG value.

Garden City Principles

The Garden City Principles are a distillation of the key elements that have made the Garden City model of development so successful, articulated for a 21st century context. Taken together, the principles form an indivisible and interlocking framework for the delivery of high-quality places.

A Garden City is a holistically planned new settlement which enhances the natural environment and offers high-quality affordable housing and locally accessible work in beautiful, healthy and sociable communities.

The Garden City Principles are an indivisible and interlocking framework for their delivery, and include:

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

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Quod

Education Strategy

Chelmsford Garden Community

July 2025

Q210432

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1 Introduction

1.1 This Education Strategy has been prepared by Quod on behalf of the consortium of master developers for Chelmsford Garden Community (CGC) comprising: Ptarmigan Land Ltd (Zone 1); Countryside L&Q (North East Chelmsford) LLP (Zone 2); and Halley Developments Ltd (Zone 3) - collectively known as the 'CGC Consortium'. It is the result of detailed co-operation and joint working with Chelmsford City Council (CCC) and Essex County Council (ECC) over the past year, and the details in this strategy have been agreed in principle between the CGC Consortium and the two councils.

1.2 The three CGC Zones will deliver up to 6,250 new homes and supporting services and infrastructure (the 'Development') on land north-east of Chelmsford.

1.3 The Development seeks to build on the success already achieved at Beaulieu and Channels (to the south and south-west, respectively – see Figure 1.1) and which, when combined, will deliver around 10,000 new homes, wide-ranging facilities, and infrastructure for Chelmsford in the form of a Garden Community. CGC Zones 1, 2 and 3 and the Development Framework Document (DFD) have been planned from the start to integrate with the earlier phases of the new community at Beaulieu and Channels to form a cohesive whole, with fully-connected active travel routes binding together all the neighbourhoods and schools.

1.4 Chelmsford Garden Community is in the administrative area of the CCC and ECC, with the latter having statutory responsibilities for education.

1.5 Education infrastructure is essential for building a healthy new community. The overarching purpose of this document is to set out how the proposals for CGC will deliver the new community's education needs. It focuses specifically on what facilities will be provided, and when and how these will be delivered.

1.6 For the purposes of this document education facilities are defined as: schools (including primary, secondary and SEND), early years provision and post-16 facilities.

1.7 CGC is allocated in the Chelmsford Local Plan (May 2020) to deliver comprehensively planned, new sustainable Garden Community following Garden City Principles under Strategic Growth Site Policy 6 (SGS6). For the purposes of SGS6, the Stage 1 Masterplan comprises the Development Framework Document (DFD), the Infrastructure Delivery Plan (IDP) and the Planning Framework Agreement (PFA). The DFD (Ref: 22/00001/MAS) contains the Framework Parameter Plans and illustrative masterplan which established proposals for the location of the four village centres and education sites across the three Zones.

1.8 The Stage 2 Masterplan comprises the three Outline Planning Applications (OPAs) and a full application for planning permission for the Northern Radial Distributor Road (NRDR) submitted to CCC as follows:

- Zone 1 – Hybrid Outline permission for a mixed-use residential led proposal of up to 1,500 residential dwellings, a primary school and associated playing fields,

employment areas and a mixed-use village centre – Ref: 22/01950/OUT & 22/01950/FUL.

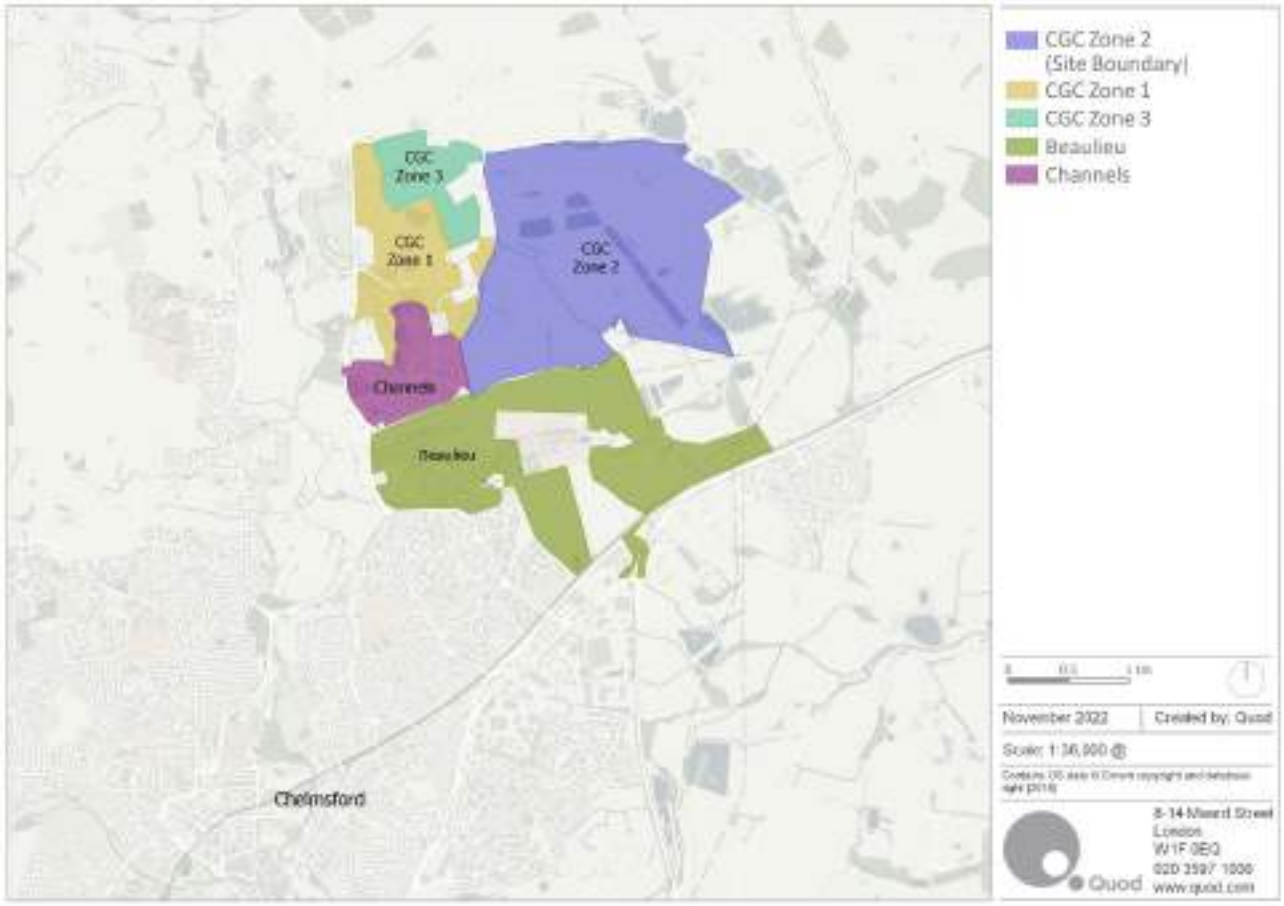
- Zone 2 – Outline permission for a mixed-use residential led proposal of up to 3,500 dwellings, three primary schools, a secondary school and associated playing fields, employment areas and three mixed use village centres together with 130 hectares of open space including formal sports and recreation facilities – Ref: 23/01751/OUT.

- Zone 3 – Hybrid Outline permission for a mixed-use residential led proposal of up to 1,250 dwellings including public open space and formal sport and recreation facility – Ref: 23/00124/OUT & 23/00124/FUL).

- NRDR – Detailed planning application for NRDR to link the Chelmsford North East Bypass with Essex Regiment Way – Ref: 23/00114/FUL).

1.9 The three OPAs are in accordance with the DFD Illustrative Masterplan and the detailed design of the proposals will follow through Reserved Matters Applications (RMAs) at a later stage.

Figure 1.1: Context map



1.10 This document is structured as follows:

- Section 2: Policy and Guidance Framework – establishes the high-level policy context for the provision of education at the national, county and local levels;

- Section 3: Existing Education Provision – describes existing provision in the area surrounding the Site; and
- Section 4: Proposed Education Provision – describes education provision proposed across the Development as a whole. It sets out the child numbers that have been calculated to inform that level of provision and the design considerations that have been taken into account in the location and siting of the early years and school sites.
- Section 5: Education Strategy – this section sets out education provision across the Site and the process by which the schools proposed as part of the Development will be brought forward.

2 Policy and guidance framework

National

National Planning Policy Framework (NPPF) (2024)[1]

2.1 The NPPF is non-statutory, setting out Government policy, and is a material consideration in planning. It states that the purpose of the planning system is to achieve 'sustainable development'. It identifies three overarching aims of the planning system to achieve this. These include: an economic objective, an environmental objective, and a social objective. The social objective is defined as supporting *'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; and by fostering 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 well-being'*.

2.2 Section 3 of the NPPF says strategic policy should make sufficient provision for education, while Section 8 says 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. Local planning authorities should take a proactive, positive and collaborative approach to meeting this requirement, and to development that will widen choice in education'*.

2.3 It goes on to say that planning authorities should give great weight to the need to create expand or alter early years, schools and post-16 facilities. Section 9 says facilities including education should be planned within larger scale sites to minimise the number and length of journeys needed.

Children's Wellbeing and Schools Bill (2025)[2]

2.4 This Bill is currently before Parliament and has not yet been enacted. It contains 40 measures which aim to deliver the commitments made by the current government (Labour Party 2024 commitments) to remove barriers to opportunity in schools and improve the education system to make it safer for every child. Part 2 of the Bill covers schools including aspects relating to school places and admissions and the process of establishing new schools.

2.5 Of particular relevance to this document is the 'rolling back' of many of the freedoms Academy schools have under the current academy framework that was established under Coalition and Conservative governments after 2010. Academies, as a result of the Bill, would be subject to most of the same duties as maintained schools – that is, schools funded and overseen by local authorities.

[1] Ministry of Housing, Communities and Local Government, December 2024. National Planning Policy Framework (NPPF)
[2] Current version of the Children's Wellbeing and Schools Bill is HL Bill 84 (as brought from the Commons) (19th March 2025)

2.6 The Bill would also restore local authorities' powers to propose new maintained schools (since 2010 most new schools have been required to be free schools or new academies), although an academy would still be an option.

2.7 The measures proposed would require schools (including academies) to co-operate with local authorities with the aim of contributing to the local authority's 'place planning' duties (so far as is reasonable). These duties include (inter alia): Section 14 of the Education Act 1996 which is to ensure there are enough school places available in an area for pupils of compulsory school age ('the sufficiency duty'). In the context of Chelmsford Garden Community, this means that existing schools would be required to engage with Essex County Council in discussions around availability of pupil places, for example the potential for temporary provision before the schools on-site are delivered.

County

Garden Communities and Planning School Places Guide (2022)[3]

2.8 This document provides high level guidance for large-scale developments to take into consideration when planning early years and education provision. It describes garden communities as environments that are designed to promote community inclusion and walkable, sociable, vibrant neighbourhoods. This document builds on the non-statutory guidance set out in the now archived Department for Education (DfE) publication – Education Provision in Garden Communities (2019).

2.9 The guide specifies the child yields typically applied by Essex County Council (ECC) in calculating the number of school age children expected to live in a development and, therefore, the number of schools required to meet need. These yields have been used to inform the Stage 1 masterplan for Chelmsford Garden Community (as set out in the DFD) including the provision of sites for both early years and school facilities.

2.10 ECC's guidance 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 FE (900 places or 1,080 including a sixth form). The preferred location and specification for school sites is also described and covers the following aspects:

- Site suitability and area requirements – there are various criteria that each school site should meet. Site promoters are required to submit a Land Compliance Study for each school site they propose. The amount of land provided for each school is required to be in line with the top end of the Gross Site Area Range recommended by the Department for Education[4];
- Distribution – promoting walking and cycling over the use of the private car is a key objective for garden communities. This best achieved by an even geographical spread of schools across a site. There is also a preference for each neighbourhood within a garden community to have its own primary school as it can provide a focal point for the community.

[3] Essex County Council, January 2022. Garden Communities and Planning School Places Guide
[4] Department for Education, 2014. Area Guidelines for Mainstream Schools – Building Bulletin 103

- School zones – requires that schools be located within largely traffic free 'school zones'. This is to encourage children, parents and younger siblings to be able to congregate safely outside the school at the beginning and end of the school day.

2.11 There is also commentary around timing the delivery of new schools – specifically: *'new schools will be established as soon as: suitable land is serviced; there is sufficient demand for places not to undermine other local schools; and the new school is viable in terms of the pupil numbers required for effective curriculum delivery'* (p.6). The guidance recognises the risks of opening a school too early in the development process but also states that ECC *'will seek to open a school as soon as it is viable to do so'* (p.7). To balance these issues, the guidance is clear that existing schools in surrounding areas will have a role to play, as will temporary provision where appropriate.

2.12 Aspects relating to design, sustainability (carbon positive buildings), and where schools should be located within a development are also considered in detail within the guidance.

2.13 ECC's guidance also promotes (in principle) the co-location of schools – particularly new secondary schools with primary school sites to provide the option of an all-through school – and wider community use of schools – ideally, from first opening. Formal agreements are a way of securing this. Potential community use of the schools - both out-of-school-hours and during holiday time – should be a consideration in the siting and design of sports facilities in particular (as light pollution and noise pollution can negatively impact on neighbours).

2.14 It should be noted that, whilst some of the requirements highlighted by ECC in their guidance can be reflected at the outline stage, other details cannot be fixed or confirmed until the RMA stage of the planning process.

Developers' Guide to Infrastructure Contributions (revised 2024)[5]

2.15 This document, which is not a statutory planning document but guidance only, sets out the scope and range of contributions towards infrastructure which ECC may seek from developers and landowners to mitigate the impact of and make development acceptable in planning terms. It focuses on those services provided by ECC including (inter alia): early years and childcare facilities, and schools (including SEN provision).

2.16 The document reiterates much of the content of the Garden Communities and School Place Planning Guide in relation to early years and school provision (including SEN and sixth forms). It provides details of the child yields expected to be applied for calculating the potential number of early years and school-age children expected to live on-site. It also provides details for early years facilities, school site sizes and specifications, and how any financial contributions required will be calculated. It also sets out the approach towards provision of school transport and how to promote sustainable transport patterns between homes and schools.

[5] Essex County Council, revised 2024. The Essex County Council Developers' Guide to Infrastructure Contributions.

Local

Chelmsford Local Plan (adopted May 2020)[6]

2.17 Chelmsford's Local Plan sets out a vision and approach to development for Chelmsford over the plan period – 2013 to 2036. The Local Plan allocates sites to accommodate significant growth including both housing and employment development – 805 homes per year and 725 jobs per year over the plan period. Among the sites allocated to deliver this growth is land in Growth Area 2: North Chelmsford (Site 6: North-East Chelmsford) – as identified in Strategic Policy S7: The Spatial Strategy.

2.18 Strategic Growth Site Policy 6 provides detail on the vision for North-East Chelmsford and explains that this site is *'allocated for a high-quality comprehensively-planned sustainable Garden Community that will provide a significant amount of new housing and employment development'*. It goes on to identify a wide range of supporting infrastructure that will be expected to be provided alongside new homes and employment floorspace. This includes (inter alia): new schools (primary and secondary), co-located early years and childcare and standalone early years and childcare.

2.19 Strategic Policy S9: Infrastructure Requirements reiterates the need for new development to be supported by the provision of infrastructure, services, and facilities that are identified as necessary to serve its needs. This includes facilities such as: early years, primary, secondary, and tertiary education.

2.20 Strategic Policy S10: Securing Infrastructure and Impact Mitigation requires infrastructure to be provided in a timely and, where appropriate, phased manner to serve the occupants and users of the development. Measures to secure infrastructure provision include: financial contributions; on-site provision; off-site capacity improvement works (e.g. expanding the capacity of existing facilities); and/or the provision of land.

Chelmsford Garden Community – Development Framework Document (DFD) (January 2023)[7]

2.21 This document sets out the overarching vision for CGC and seeks to articulate the kind of place CGC should be and its ethos including guiding framework principles that development should follow. It contains parameter plans, an illustrative masterplan, the approach to design coding, delivery, and phasing and how the place should be managed in perpetuity. The main purpose of the DFD is to ensure that the CGC is developed in a comprehensive manner with place-making and Garden City Principles at its heart.

2.22 The preparation of a DFD (or 'masterplan' document) is a requirement of CCC's Local Plan Growth Site Policy 6.

2.23 The key metrics for development identified by the DFD are as follows:

- Around 5,500 new homes[8];

[6] Chelmsford City Council, May 2020. Chelmsford Local Plan
[7] CGC Development Consortium, January 2023. Chelmsford Garden Community – Development Framework Document.
[8] Note the OPAs have now put forward plans for 6,250 homes

- Over 9ha of employment land;
- Railway station and bypass;
- 20km of multi-functional greenways to create a network of movement routes;
- Three new destination parks covering 150ha;
- Four new villages with distinct characters and functions;
- Over 17ha of formal sports pitches;
- New and enhanced bus services

Chelmsford City Council Planning Obligations Supplementary Planning Document (SPD) (January 2021)[9]

2.24 This document details Chelmsford City Council's approach to planning obligations towards various types of infrastructure.

2.25 For early years, childcare and education it highlights that on-site provision is required in various strategic locations across Chelmsford. In all cases, the developer will be expected to provide the land or provision of the built form at the development and a proportion of the build cost generated from the need for places. There is support for schools to open-up their sports facilities for local community use (in line with Sport England objectives) and the design of schools should enable this (from a physical perspective) to happen.

[9] Chelmsford City Council, January 2021. Planning Obligations Supplementary Planning Document.

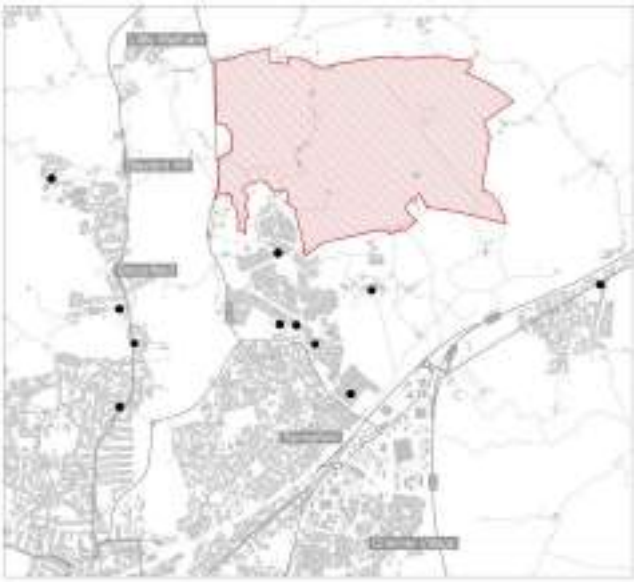
3 Existing early years and education provision

3.1 Generally, existing early year facilities and school provision near to the Site tend to be found in the existing settlements including Beaulieu to the south, Broomfield to the west, Little Waltham to the north-west, and Springfield south-west.

Early years provision

3.2 Early years care can include nannies, childminders, pre-schools, and day nurseries as well as early years provision within or co-located with primary schools. Figure 3.1 (shown in more detail at Appendix 1 of this report) shows the closest day nurseries to the Site. There are 15 day nurseries within the assessed area.

Figure 3.1 Existing nurseries



3.3 Nurseries are not planned or funded in the same way as primary or secondary schools. Not all pre-school age children require a place at a nursery or other childcare setting. Young children are typically cared for in a wide variety of settings and many may be looked after at home by parents or relatives. Nursery provision takes a variety of forms including pre-school provision within primary schools or in community halls, independent commercial day nurseries or registered childminders. These could be either full-time or part-time.

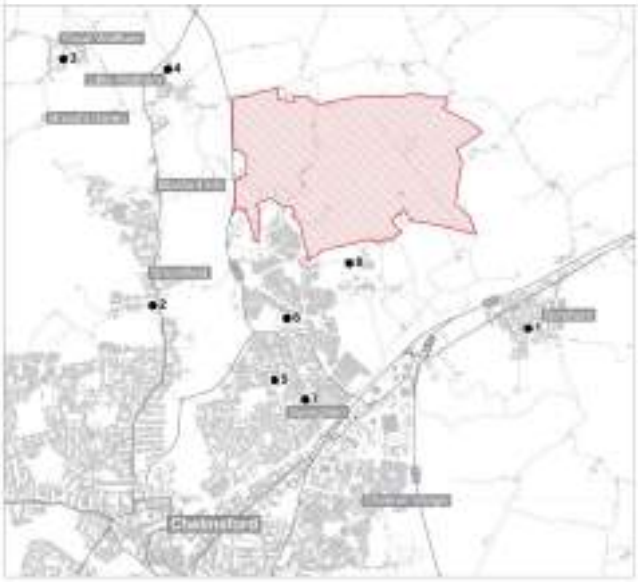
3.4 Attendance at early years settings is not a statutory requirement, but ECC does have a requirement to ensure sufficient provision. The actual take-up of provision varies considerably both by age and by area. The latest available assessment for childcare provision within ECC notes that in 2023 there was 17% capacity across all childcare provision in Chelmsford, which is an increase of 2.1% on the previous year, and a higher level of available capacity than the average for Essex (15.5%) [10].

[10] ECC, 2023. Essex Childcare Sufficiency Assessment Summary – Summer 2023.

Primary Schools

3.5 There are seven primary schools close to the Development, as shown in the Figure 3.2 (shown in more detail at Appendix 2 of this report). The closest primary school provision to the Site is located in Beaulieu to the south. There are now two primary schools in Beaulieu. One which is co-located with a secondary school as part of an all-through school (The Beaulieu Park School on Armistice Avenue) and comprises a 2FE primary school (equivalent to 420 places), which is currently operating at around its full capacity. The second is a 2FE primary school which opened in September 2024 – Beaulieu Park Primary School on Remembrance Avenue – this school is an extension of the primary school provision at The Beaulieu Park School.

Figure 3.2 Existing primary schools



Secondary Schools

3.6 Secondary schools were considered at the district-wide level, in recognition that secondary-age pupils tend to travel further than primary-age pupils to attend school. This allows for pupil preference/school specialism to be taken into account.

3.7 There are 11 secondary schools within Chelmsford, shown in Figure 3.3 (and in more detail in Appendix 3). The closest school to the Site is Beaulieu Park School (Map Ref. 8). This is an all-through school. The school recently expanded its planned admission number to 7FE (equivalent to 1,050 pupils in years 7 to 11). However, the planning application (ref: 22/01629/FUL) associated with this facility highlights that it was designed to accommodate 8FE. On that basis, therefore, it has the potential to accommodate up to 1,200 pupils, if required. The current Beaulieu Park School priority admission area is provided at Appendix 4 of this report, and includes the new housing developments of Beaulieu and Channels, as well as parts of the CGC. In terms of admissions criteria, children living within the priority admission area is Criteria No.4 (after: looked after children and previously looked after children; children with a sibling attending

Figure 3.3 Existing secondary schools

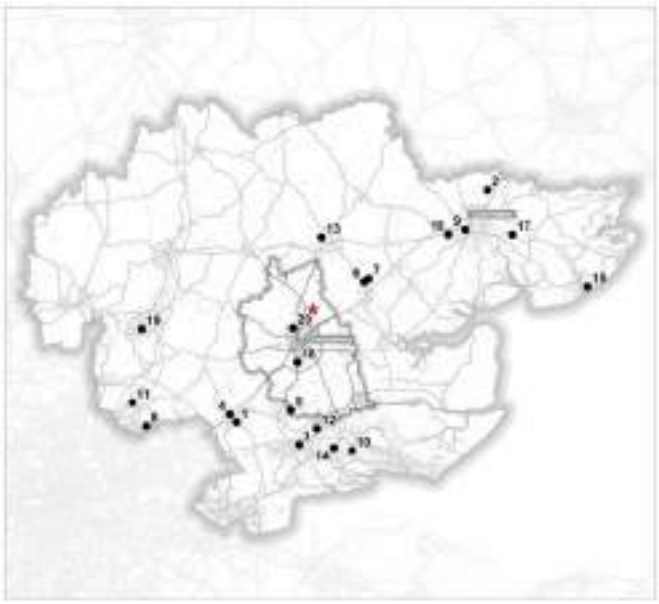
the school; children of staff). Beyond the priority admission area, priority is given to children depending on the straight-line distance of their home to the school. It is a popular school, attracting applications from many families in the wider Chelmsford area, beyond the priority admissions area, and as a result it is currently fully subscribed.

3.8 Also close to the Site is Chelmer Valley High School, to the west. In January 2024, it had 974 children on roll and plans to admit 232 children to year 7 in September 2025.

3.9 ECC's school planning estimates[11] indicate that the number of children on roll in secondary schools in Mid-Chelmsford is expected to peak in 2027/28, with surplus capacity through to the end of the forecast period in 2033/34.

SEN Provision

Figure 3.4 Existing SEN schools



3.10 Figure 3.4 (shown in more detail at Appendix 5 of this report) shows SEN provision across Essex. This information has been provided by Essex County Council (ECC).

3.11 Information provided by ECC suggests that 98.8% of the total available places at special schools are filled at any one time. Half of the special schools in Essex are regularly full or over their commissioned numbers.

3.12 Two new special schools opened in Chelmsford in 2025 – The Hawthorns and the Geoff Hurst Academies.

Post-16 Provision (Education and Skills)

3.13 Post-16 education and training provision takes various forms including: sixth forms, further education colleges, and independent training providers. Figure 3.5 (shown in more detail in Appendix 6) shows the post-16 provision across Essex (based on information from the Federation of Essex Colleges and the Essex Provider Network).

3.14 Under the Education Act, all young people in England are required to continue in education or training beyond the age of 16. When they reach Key Stage 4 (Year 11 at secondary school), young people have a choice as to how they continue in education or training post-16.

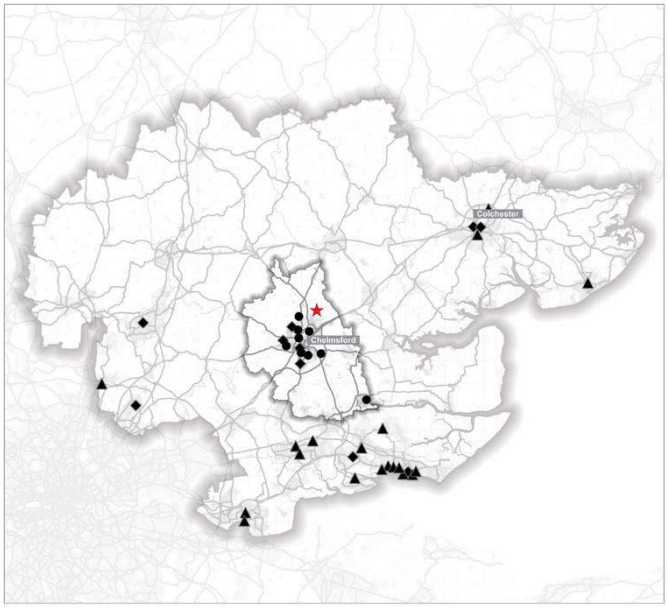
3.15 ECC has a duty to secure sufficient and suitable education and training provision for all young people in their area who are over compulsory school age but under 19, or aged 19 to 25 with an Education, Health and Care Plan (EHCP).

[11] Essex County Council, 2024. 10 Year Plan: Meeting the demand for mainstream school places in Essex 2024-2033

3.16 In Chelmsford, the majority of children stay on at sixth form once they complete Year 11. However, there is one standalone post-16 college – Chelmsford College – which provides a range of vocational courses and has recently opened a specialist SEN block.

3.17 A new sixth form facility is due to open at The Beaulieu Park School in September 2025.

Figure 3.5 Existing post-16 provision



4 Proposed Education Provision

Introduction

4.1 The CGC Consortium has worked closely with CCC and ECC for several years to agree the likely impact of the Development on future demand for school places, and on the best approach for meeting those needs. This strategy reflects good practice and learning from other major developments and distils the extensive engagement that has taken place into a practical and implementable approach which will deliver schools where and when they are needed during the build out of the Development.

4.2 The need for schools has been looked at holistically, across CGC, Beaulieu and Channels, to encourage sustainable active travel, and to account for different peaks and troughs with different neighbourhoods growing and maturing at different points. A new community of this size will take shape and evolve over twenty years or more, which is long enough to experience unanticipated changes in demographics and policy. The approach agreed to deal with such uncertainties is to build capacity and flexibility into the provision, with a generous allocation of school sites and options to add expansions or temporary provision if needed.

Population projections

4.3 Child yields per dwelling are set out in ECC's Developers' Guide to Infrastructure Contributions (revised 2024). These are shown in Table 4-1.

Table 4-1: ECC child yields applied per dwelling

Age Group	Child yield		
	Per 1-bed	Per Flat	Per House
Early years	0	0.045	0.09
Primary	0	0.15	0.3
Special Education Needs (SEN)	0.007	0.007	0.007
Secondary	0	0.1	0.2
Post-16	0.01	0.02	0.04

4.4 The CGC Consortium has undertaken extensive and detailed population modelling, in collaboration with ECC and CCC, to understand the likely impact of the Development which is expected to comprise up to 6,250 homes. This has used the yields in Table 4.1, as well as more detailed demographic modelling that takes account of the way population in new communities evolves over time. This reflects experience seen in previous new communities within Chelmsford such as South Woodham Ferrers and elsewhere, which show school demand initially grows quickly as families move in, and then later falls back as communities mature. The modelling also reflects how the population in the new developments at Beaulieu and Channels has grown.

4.5 The modelling for CGC has looked at how this effect will interact between different phases of development. Parts of Beaulieu and Channels may be over 30 years old when the later phases of CGC are being completed, and will have mature populations well past the initial peak in their school demand (see Appendix 11). The aim of the work has been to ensure school capacity and need can be balanced as this whole wider community evolves.

4.6 The provision set out in the sub-sections below reflect this modelling and the joint understanding between the CGC Consortium, CCC and ECC of the scale and timing of education demand.

Numbers of children

4.7 The housing mix used for modelling is based on the most up-to-date Strategic Housing Needs Assessment for Chelmsford, published in 2023. Applying the ratios set out in Table 4.1 to this housing mix for CGC gives the following:

- Primary school children = 1,504 (approximately 7.1FE); and
- Secondary school children = 1,003 (approximately 6.7FE).

4.8 More detailed dynamic demographic modelling (Appendix 11) developed in partnership with ECC suggests that, depending on the housing mix and trajectory, demand could temporarily peak at higher levels than the standard ratios – see below. It would then be expected to fall in the medium to long term as the demographics of the development matured:

- Primary school children = 1,552 (approximately 7.4FE); and
- Secondary school children = 1,068 (approximately 7.1FE).

School provision and locations

4.9 The number of schools, their site areas and locations were initially agreed with ECC and CCC on a site-wide basis through the Development Framework Document (DFD)[12]. The subsequent planning applications submitted for Zones 1 & 2 which contain each of the school sites are in broad accordance with the DFD and ECC has not raised any objections to their locations.

4.10 The locational requirements from ECC are for each primary school site to be within walking distance of homes (where possible within 800m/10min) and the secondary school to be located within the centre of the site to ensure it is accessible for all residents across the three Zones. Additionally, a key principle required by ECC and CCC is the implementation of the 15-minute neighbourhood concept where all your daily needs including local shops, leisure and schools can be reached by a 15-minute walk from your home (see DFD page 129).

4.11 These locational requirements have resulted in two of the school sites being located within the currently active Bulls Lodge Quarry extraction areas (see Appendix 10, and DFD pages 20-21) where the long term phased extraction of sand and gravel is in operation. The Willow Hill Primary School site is located on land previously used for a lagoon associated with minerals

[12] CGC Development Consortium, January 2023. Chelmsford Garden Community – Development Framework Document (pages 112-114).

extraction works for Bulls Lodge, and the Park Farm all-through School Site is located on land where minerals are to be extracted at Park Farm. In addition, the Hawthorn School Site is also located on land previously used for minerals extraction and historic silt lagoons where remediation will be necessary.

4.12 For all three school sites within Zone 2, the timescales for the availability of the land are dependent on when mineral extraction has been completed and/or the land remediated for development. The timescales for the delivery of the serviced school sites are therefore currently unknown.

4.13 The CGC Consortium has worked closely with ECC to provide population modelling to understand and plan for potential peaks in demand for school places (which can be significant in large-scale developments such as the Garden Community). A summary is provided below:

- Eight early years/childcare facilities, four of which are co-located with the four primary schools, and the other four as standalone facilities in the village centres.
- Four primary schools (three standalone – Great Belsteads, Willow Hill and Hawthorn and one part of an all-through school at Park Farm).
- One secondary school (part of all-through school at Park Farm), with a 6th form if needed.

School sizes and site areas

4.14 The first primary school expected to be delivered is Great Belsteads within the Zone 1 application area. This would be on a 2.4ha site and sit adjacent to the neighbourhood centre. The primary schools proposed in Willow Hill village and Hawthorn village would be on 2.1ha size sites and located within the Zone 2 area. The primary school forming part of the Park Farm all-through school would be on a site with an overall area of 12.15ha and is also located in Zone 2.

4.15 The three 2.1ha primary school sites would be delivered as two forms of entry (FE) permanent facilities i.e. equivalent to 420 pupils (plus a 56-place nursery) but with ability to expand to three FE i.e. equivalent to 630 pupils, should demand require it with the additional FE provided as temporary facilities only due to additional open space requirements for permanent 3FE facilities. The Great Belsteads primary school site is larger at 2.4ha which was agreed with ECC at the DFD stage to enable this school to be constructed as a three FE permanent facility to accommodate the requisite open space requirements. ECC have subsequently suggested in post-application discussions that they would not be comfortable for this primary school to permanently remain as a 3FE facility and the CGC Consortium have therefore reached agreement to provide the site as a temporary 3FE until the other school sites become available. The school will then revert to a permanent 2FE primary and use the spare capacity as permanent SEND provision (see details below in paragraph 5.9 below).

4.16 The site area required by ECC (as set out in their developer contribution guide at the time of the DFD[13]) for a 2FE primary school is 2.1ha. This is slightly above the maximum total site

[13] Essex County Council (revised 2020). Developers' Guide to Infrastructure Contributions.

area required by the Department for Education (DfE) for a 2FE primary school[14] (of 2ha) and includes space for a 56-place nursery. Note that since these areas were agreed, a new 2024 version of the developer contributions guide has been published by ECC which includes slightly larger standard site sizes for schools, but the masterplan continues to use the 2020 standards in place at the time of the Development Framework Document and agreed with ECC and CCC.

4.17 The secondary school site at Park Farm has potential capacity for 8FE (equivalent to 1,200 pupils) should demand require it but on the basis of the modelling is expected to be built as a 6FE school (equivalent to 900 pupils). Alongside the existing Beaulieu Park School, this would give a total of 13 to 14 forms of entry at secondary school across the wider community, which is more than sufficient to cater for projected peak demand across CGC, Beaulieu and Channels combined which will peak at around 11FE for secondary school places in the early 2040's (see Appendix 11).

4.18 The all-through school would have a site area of 12.15ha (including earthworks) or 10.62ha (excluding earthworks), of which 2.1ha would be for a 2FE primary school. As noted above, the school areas were agreed in accordance with the 2020 ECC Developers Guide to Infrastructure Contributions in place at the time of the DFD. This specified 6.77ha for a 6FE secondary school (and 8.66ha for an 8FE secondary school). The earlier 2020 version of the Developers Guide did not specify site areas for sixth form. However, the site would be fully compliant with national Building Bulletin 103 guidance minimum areas (which requires 6.3ha for a 6FE school with 6th form, and 8.1ha for an 8FE school with 6th form). Allowing for all-weather pitches (which BB103 confirms should count at double their size to allow for the more intensive use compared to grass pitches), the site also fully meets the ECC specifications, even for an 8FE school.

4.19 Schools will be designed and built in-line with the Essex Design Guide[15] and published baseline designs by DfE. There are also aspirations for new school buildings to move beyond net zero carbon buildings to deliver carbon positive buildings by 2030 – these are detailed elements that will be considered at the reserved matters application stage.

4.20 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. There will then be two years for construction, 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. Note that serviced sites will only be able to be offered once mineral extraction and remediation are complete.

[14] Department for Education, (June 2014). Area guidelines for mainstream schools – Building Bulletin 103.
[15] https://www.essexdesignguide.co.uk/supplementary-guidance/school-design-guidance/new-schools/ - updated October 2019

5 Education Strategy

5.1 This section of the report sets out the proposed approach to the delivery of school provision across the Development as a whole. Primary school provision will be guided by triggers agreed between the CGC Consortium, ECC, and CCC and secured through the individual site specific S106 agreement clauses, the Planning Framework Agreement (PFA), and future reserved matters applications.

5.2 The timing of school sites within Zone 2 are dependent on the mineral extraction operations that are currently underway on the Zone 2 land. As such, it has been agreed that a more flexible approach to their delivery is needed with appropriate interim measures identified to ensure that children living on-site have easy access to school places at the point at which they are required.

5.3 An Education Review Group (ERG) will be established in accordance with the PFA (comprising representatives of the CGC Consortium, CCC, ECC, and in due course representatives of the schools on-site and others as may be agreed by the members of the ERG) to exchange information and support the education authority with its statutory duties to ensure the efficient and effective use and supply of school places is provided as the Development is delivered. It is recognised the education authority must impartially discharge its statutory duties, and the ERG is not the decision-making body.

Early Years

5.4 Pre-school care takes a variety of forms and can be in a formal setting such as a nursery, or in or outside the home through childminders or more informal arrangements including relatives, and these arrangements can change with age for most children. Nurseries often have all-year-round provision, offering early years and childcare places between 7am and 7pm for children aged 0-5. In Essex, whilst the take-up of places for children aged 3 and 4 is over 93%, it is acknowledged that not all parents of pre-school children will need or want a nursery place, and many of those that do will want a part-time place. Formal early years settings themselves vary too, with most primary schools now typically including a nursery for three to four-year olds, but also many nurseries providing care in the private sector (with some state support to parents). From September 2025, national policy will extend support for pre-school places from 15 to 30 hours per week for children aged two and over, which is expected to increase demand for places.

5.5 The provision agreed for the Development allows for a variety of formal settings to come forward. The four proposed primary schools (set out in detail below) will each include a co-located 56-place nursery. In addition, the Development allows for a further four standalone nurseries, one in each of the proposed Neighbourhood Centres, which will come forward in line with the construction of each relevant zone.

5.6 The specification of these standalone nurseries will be:

- Designed for 56 FTE places;

- Approximately but not less than 324sqm GIA internal floorspace, plus up to 290sqm of outdoor space, including play space[16] (parking is expected to be shared rather than on-site);
- Of a design in-keeping with the Neighbourhood Centre, which may be as part of a larger building that incorporates other uses;
- Built by the developer, to shell-and-core, with an equivalent cost reduction in the Section 106 developer contributions towards early years provision;
- Offered to rent on market sector rent. If, after an agreed marketing strategy for 18 months (or other period by agreement), the Education Review Group concludes that there is not sufficient demand for a standalone early years setting to be viable, then the obligation will be ended and change of use can be sought by the developer, to avoid long-term sterilisation of vacant space in the neighbourhood centres.

5.7 Flexibility within the applications mean that if additional demand arises from nursery providers beyond that set out above, then further early years settings can be provided on a commercial basis.

Primary Education

5.8 The Development includes provision of four primary schools, one in each of the proposed neighbourhoods, as follows:

- Great Belsteads Primary School, on a site of 2.4ha;
- Willow Hill Primary School, on a site of 2.1ha;
- Park Farm (primary as part of an all-through school); and
- Hawthorn Primary School, on a site of 2.1ha

5.9 All four primary schools will include co-located 56-place nurseries within their sites, and two forms of entry (FE) of permanent primary provision (420 places in reception to year 6), and all meet national standards in terms of site areas. The first primary school, Great Belsteads, will also include an extra three permanent classrooms which will be built and designed at the outset for its future SEND use. These will initially be used temporarily to provide additional primary capacity. The cost of providing these additional classrooms will count towards the SEND contributions required for the CGC.

5.10 Taken together with the existing Beaulieu Park primary schools, (4FE) there will therefore be 12FE of permanent primary provision across the wider Northeast Chelmsford developments. This more than matches total demand from CGC, Beaulieu and Channels, which as shown in Appendix 11 is expected to peak at under 12FE in the mid 2030s, before falling back to around 9FE in the longer term.

5.11 The primary school land in the CGC will be provided as serviced sites, meeting ECC's adopted land compliance requirements for new school sites. The sites will be made available (once mineral extraction and remediation are complete) no later than the September two years before

[16] Essex County Council, 2024. Developers' Guide to Infrastructure Contributions – Appendix F: Early Years and Childcare Facility Specification – requires 590sqm of outdoor space comprising: 10sqm outside covered buggy park area; 280sqm outdoor play area; and 300sqm service area and parking.

the school is required to open. The schools will be built by ECC, who will also make the arrangements to secure an operator for each school. The construction cost contribution from the CGC Consortium will be set out in the IDP. Proposed costs are agreed with ECC to be up to a maximum of:

- £5,568,838 in total for the four nurseries co-located with the schools;
- £37,125,587 in total for the four primary schools; and
- £1,500,000 for the additional three SEND classrooms at Great Belsteads (as detailed in SEN section below).

5.12 These costs are in Q1 2024 prices and are to be indexed from this date using the PUBSEC index with this indexation starting point to be set out in the relevant site-specific Section 106 Agreements. They are in accordance with ECC's 2024 Developers' Guide to Infrastructure Contributions. Payments will be made in stages, to be agreed, and secured through site-specific S106 agreements. Details of how the costs above have been calculated, the timing, and apportionment between the three Zones, are provided at Appendix 7 of this report and in the IDP.

Secondary Education

5.13 Secondary schooling needs will be met by an all-through school at Park Farm on a site of 12.15 hectares in total, or 10.62 hectares excluding earthworks. It fully meets national standards for site size, as set out in the Land Compliance Study and Sports Strategy for the Zone 2 OPA which demonstrates that it can accommodate all the necessary facilities. The all-through school is planned to include a co-located 2FE primary school and a 56-place nursery). The capacity of secondary provision on this site will depend on need at the time, but it is anticipated that it will be 6FE plus 180 place 6th form (1,080 pupils in total).

5.14 Taken together with Beaulieu Park School, and demand from the Beaulieu and Channels developments, the modelling undertaken with ECC shows this will be sufficient to cater for the peak of demand for secondary schools across all these developments. As set out in Appendix 11 secondary school demand from CGC, Beaulieu and Channels developments combined will peak at under 11FE in the early 2040s, before dropping down to around 9FE in the longer term.

5.15 While the all-through school site has capacity to accommodate a larger secondary school of up to 8FE, if this is required (for example, to allow for additional demand from outside the area), the funding for this would need to be secured through contributions from other development in the surrounding area.

5.16 As has been highlighted earlier in this report, the land for the all-through school site is subject to on-going mineral excavations at present. Therefore, the exact timing of the availability of this land to deliver the school is not yet certain. The Strategy takes this situation into account and includes the provision of temporary measures should these be required to mitigate the impact of delays to delivery of the all-through school (see paragraph 5.39 onwards).

5.17 Once available (i.e. mineral excavation processes are complete and the land has been remediated), the land for the all-through school will be provided as a serviced site, meeting ECC's adopted land compliance requirements for new school sites. The site will be made

available (once mineral extraction and remediation are complete) no later than the September two years before the school is required to open. There will be a cap of no residential occupations beyond 3,624 homes, until two years after the all-through school site has been offered for transfer or earlier if the school is constructed and opened before this two-year period.

5.18 The school will be built by ECC, who will also make the arrangements to secure an operator for the school. The construction cost contribution from the CGC Consortium for the secondary element of the all-through school (in addition to the early years and primary elements set out in the previous section) will be set out in the IDP. Proposed costs are agreed with ECC to be up to a maximum of:

- £29,984,635 for the secondary years 7 to 11 (to provide 6FE only – see paragraph 5.13); and
- £5,984,448 for the 6th form.

5.19 These costs are in Q1 2024 prices and are to be indexed using the PUBSEC index. They are in accordance with ECC's 2024 Developers' Guide to Infrastructure Contributions. Payments will be made in stages, to be agreed, and secured through site-specific S106 agreements. Details of how the costs above have been calculated, the timing, and apportionment between the three Zones, are provided at Appendix 7 of this report and in the IDP.

Special Educational Needs (SEN)

5.20 The 2024 ECC Developers' Guide to Infrastructure Contributions indicates a ratio of seven SEN pupils per 1,000 dwellings, which equates to an expectation of 44 SEN pupils across the Development.

5.21 Their needs are likely to be varied, with different specialist provision needed for some pupils. ECC's preference is for SEN pupils that can be educated in mainstream settings to be catered for within the proposed schools on-site. In part this will be met through the additional space allocated at Great Belsteads primary school as described above, but may also include provision at other schools within the CGC,

5.22 Where pupils require more specialist provision, it is expected that the needs of these children will be addressed through expanded provision at existing facilities elsewhere in Chelmsford.

5.23 SEND provision will be planned and delivered by ECC. The contribution from the CGC Consortium for SEND will be set out in the IDP. Proposed costs are agreed with ECC to be up to a maximum of:

- £1,500,000 for additional provision at Great Belsteads (as already set out above)
- A further £3,063,624 for the remaining SEN contributions

5.24 These costs are in Q1 2024 prices and are to be indexed using the PUBSEC index. They are in accordance with ECC's 2024 Developers' Guide to Infrastructure Contributions. Payments will be made in stages, to be agreed, and secured through site-specific S106 agreements. Details of how the costs above have been calculated, the timing, and apportionment between the three Zones, are provided at Appendix 7 of this report and the IDP.

Post-16 provision

5.25 Post-16 education/training provision can take a variety of forms including:

- Full-time study in a school, college or with a training provider;
- Full-time work or volunteering (20 hours or more) combined with regulated part-time education or training (about one day per week);
- An apprenticeship or traineeship.

5.26 The all-through school site has the potential to accommodate a sixth form facility, as described above. Whether or not such a facility is needed will be determined through discussions with the Department for Education (DfE) later in the development process, as demand arises.

5.27 As set out in paragraph 5.18, the proposed contribution towards post-16 provision (if it is required) would be up to a maximum of £5,984,448.

Timing and delivery

5.28 Based on extensive engagement between the CGC Consortium, CCC and ECC and the detailed and bespoke population modelling that has been undertaken to identify the potential build-up of demand for education facilities as the Development is constructed, a number of triggers have been identified. These triggers signify the point at which the relevant serviced land should be offered to ECC or the temporary education measures cascade mechanism kicks in (see paragraph 5.41). It is expected that ECC will lead on the design and commissioning of all school buildings on-site. This means that suitable lead-in times will be required particularly in terms of the transfer of a serviced site to ECC to enable them to commence the process of constructing each school.

5.29 The delivery of the schools will be informed both through monitoring of school rolls, occupations and also child numbers, as homes on-site are occupied, as well as updated trajectories for the planned delivery of homes in the three Zones. The ERG will use this information to regularly assess the demand for, and provision of, permanent or temporary school capacity. If the ERG advises (and the Education Authority determines and agrees) that the capacity offered by a planned school is not yet needed, then the transfer of the school site can be delayed and a later trigger point agreed between the CGC Consortium, CCC and ECC. If a decision is taken to delay a trigger and subsequently it is agreed that the site is still not needed for education purposes, then the obligation to transfer it will lapse altogether. These provisions will be included as part of the relevant S106 agreements.

Early Years Facilities

5.30 The co-located early years facilities will come forward in line with the relevant primary school. Delivery of the standalone early years facilities will be tied to the construction and completion of each of the Neighbourhood Centres.

Primary Schools

5.31 The demographic modelling is based on the indicative housing trajectories and indicates the anticipated site-wide occupation levels for the primary schools site land to be offered to ECC,

set out below. Zone-specific triggers for the delivery of the serviced school sites will be agreed through the Site-specific Section 106 agreements for each scheme to allow for consideration of site-specific considerations and constraints, which affect all of the schools. For example, the handover of the serviced site for Great Belsteads will be 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. This 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.

- Great Belsteads – 229 occupations;
- Willow Hill – 1,075 occupations; and
- Hawthorns – 5,138 occupations.

5.32 These above site-wide triggers are based on the detailed demographic modelling undertaken with CCC and ECC, (as summary of which is in Appendix 11) and align with the principles in ECC's Garden Communities and Planning School Places Guide, ensuring sufficient capacity while also ensuring sufficient demand for viable new schools.

5.33 If any of the primary school sites are not available to offer to ECC at the relevant occupation trigger, the temporary education measures cascade mechanism detailed below in paragraph 5.41 kick in to ensure access to education for children in the development is provided and allowing development to proceed past the occupation trigger where suitable capacity is, or can be made, available. Each Zone will, subject to agreement with ECC and CCC through provisions that will be contained within Site Specific Section 106 Agreements, reach agreement to provide additional temporary measures if needed – such agreement may include payment of that zone's apportioned liability under the Temporary Education Support Fund (see Appendix 8), or additional mitigation.

5.34 In the event that Great Belsteads is not serviced and transferred by 150 occupations on Zone 1, updated demographic modelling will be undertaken to inform discussions with ECC and CCC on the appropriate and proportionate temporary solution that may be required to mitigate the impact of the delayed delivery on all Zones.

All-Through School site

5.35 To ensure sufficient demand to be viable, the initial offer of the all-through school site at Park Farm to ECC will not be before 2,900 occupations site-wide. If the school site is not available at this point due to the minerals extraction work, the temporary education measures cascade mechanism arrangements set out below in paragraph 5.41 will continue to support access to education for children in the development as necessary.

5.36 There will be a cap with no occupations beyond 3,624 homes site-wide until two years after the September following the offer of the ATS land to ECC. This cap will be apportioned as 1,500 for Zone One, 874 for Zone Two, and 1,250 for Zone Three.

Education Review Group (ERG)

5.37 As noted above, the delivery process for the proposed education facilities on-site will be monitored against the agreed triggers and with the agreement of the Education Authority with

the advice and support from the Education Review Group (ERG). This group is likely to comprise representation of the CGC Consortium, CCC and ECC, and may, by agreement, seek additional membership (where appropriate). It will meet quarterly, or otherwise by agreement, and its members will undertake to provide necessary information for it to review relating to:

- Occupations of dwellings across the site;
- Updated trajectories showing planned occupations;
- Site specific triggers for delivery of serviced school sites;
- Capacity and number of children on roll in the area's schools;
- Number of children attending each school who live in the development;
- ECCs projections for school demand and capacity;
- Updated demographic projections for CGC when required;
- Progress on the availability of school sites, and on safe routes to schools;
- Details relating to design and delivery of education provision; and
- Consider review of Priority Admission Areas.

5.38 The group will be a forum for providing a supporting role in overseeing and helping the Education Authority plan the provision of education across the Development against the benchmark of the triggers prescribed above. It will aim to reach consensus and enable co-ordination. It will not have powers to supplant or direct ECC in performance of its statutory duties. Nor will it have the power to impose additional costs or obligations on the CGC Consortium above those agreed through the IDP and S106. The remit of the ERG will be secured through S106 agreements and the PFA.

Temporary measures

5.39 New school capacity, by its nature, comes in large chunks – a form of entry at primary school is 210 places, while at secondary school it is 150 places. Open one of the schools too late and there may not be enough capacity for newly arriving families but open a school too early and demand may be too low for it to operate viably. As set out above, the timing of this new capacity needs to be measured carefully against the agreed triggers, and will be monitored by the Education Authority with help from the ERG. The ERG will need to review and update school capacity information as each Reserved Matters application comes forward to identify if temporary measures are needed.

5.40 The new community will experience different peaks in growth at various stages, and this may at times necessitate temporary provision to ensure all children are well catered for. In some cases, this may take the form of additional temporary classrooms attached to a school – whether one of the schools on-site or at another existing school nearby. At other times, it may involve supporting pupils who need transport to a school further away. These arrangements will be minimised by the planned school provision, and by the ongoing monitoring by the ERG.

5.41 The aim will be to cater for school demand on-site or nearby through a cascade of priorities. On site provision as set out above can be supplemented as needed by the following temporary

education cascade mechanism, (note that items 2 to 4 below, if needed, would be paid using the Temporary Education Support Fund as set out from paragraph 5.47 and in Appendix 8):

1) In the first place, safe routes to school (see Appendix 13) within CGC and from the Site to Beaulieu Park and/or Chelmer Valley High schools for the new residents to access any existing available capacity at those schools for primary and secondary. 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.
2) If a safe route to these schools cannot be provided or is further than permitted then payment of transport costs as set out within Appendix 8, for eligible pupils to Beaulieu Park and Chelmer Valley High as priority, or the nearest available school. Firstly, using routes provided as part of the Proposed CGC Bus Strategy Routes (see Appendix 9) if possible, or if not then through alternative transport provision.
3) If existing capacity at these schools is not available, then temporary primary provision at the relevant on-site school may be added (as set out at 5.48 below). Or if secondary or further capacity is needed then temporary classroom provision at Beaulieu Park or Chelmer Valley High may be considered.
4) Only where the above options are not available or not sufficient, will the less sustainable approach of transporting children to more distant schools be considered.

Safe Routes to School

5.42 To minimise the need for temporary classrooms or additional school transport, the CGC Consortium have agreed to work with CCC to provide a series of safe routes to existing nearby schools, so that any spare capacity at those schools may be used until the schools on-site are in place. This is point 1 in the cascade mechanism described in paragraph 5.41, with links to Beaulieu Park School being the priority, supplemented by links to Chelmer Valley High School.

5.43 The CGC Masterplan, as approved under the DFD, is based on a network of high-quality and attractive active travel routes across the new community, Channels and Beaulieu. These link all the residential areas with the existing and proposed new schools. The safe routes to school proposed here would integrate with this network.

5.44 It is also important to note that the proposals set out in the Children's Wellbeing and Schools Bill which places greater onus on academies to work with local authorities in their duty to provide sufficient school places may facilitate options such as provision of temporary accommodation at The Beaulieu Park School, or changes in school priority admissions areas. This would be a preferable solution from a sustainability and placemaking perspective than transporting children to more distant schools.

5.45 The proposed safe routes are shown in Appendix 13 of this report. It shows routes to the Beaulieu Park School and Chelmer Valley High School. Most of the safe routes proposed are being delivered as part of the Primary and Secondary active travel routes within the Development. As such, the costs of delivering them are included within the overall costs of the scheme.

5.46 The design details of these routes will be agreed with CCC and ECC in due course, to an appropriate standard and as a minimum they will be segregated from vehicular traffic, with a bound surface and lighting.

Temporary classrooms and transport costs

5.47 As a contingency, a Temporary Education Support Fund is proposed. The capped cost of the Fund will be borne by the CGC Consortium, secured through the IDP, PFA and S106. It should be noted that these costs set out below is paragraph 5.48 will each be apportioned per Zone (as set out in Appendix 8), and then only be due where a demonstrable need for temporary measures is identified, and will reflect actual costs of provision but will not exceed the maximum amount set out below.

5.48 This Temporary Education Support Fund will be up to a maximum amount of £9,898,673 (Q1 2024 prices, indexed by PUBSEC), to provide, if needed:

- The actual costs of transport up to £376,342 for ECC statutory pupil transport costs for primary school children in the new CGC homes arriving before the opening of the first primary school, and for those same pupils for up to 3 years beyond the school opening (point 2 in the cascade mechanism described in paragraph 5.41).
- The actual costs of transport up to £3,940,601 for ECC statutory pupil transport costs for secondary school children in the new CGC homes arriving before the opening of the all-through school, and for those same pupils for up to 5 years beyond (point 2 in the cascade mechanism – see 5.41 above).
- Up to £2,029,720 for four temporary classrooms at Great Belsteads primary school, which together with the three additional permanent classrooms (set out at 5.9 above) – giving seven additional classrooms overall - would allow the school to operate temporarily as a 3FE primary school (point 3 in the cascade mechanism – see 5.41 above), before later reducing to 2FE with the three additional permanent 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. Willow Hill primary school would revert to 2FE when Hawthorns primary school opens (point 3 in the cascade mechanism – see 5.41 above).

5.49 A more detailed breakdown of these costings is provided at Appendix 8 of this report, and these figures are based on the best projections and costs agreed between the CGC Consortium, ECC and CCC. Funds will be requested (within the capped amounts) in accordance with the funding mechanism and arrangements that shall be agreed within the PFA and IDP as required in agreement with the Education Authority and with the input of the ERG. The Temporary Education Support Fund will not be used where there is suitable existing capacity accessible in existing schools as agreed with the Education Authority, and there are safe routes within three miles for secondary school pupils either within the Development or nearby at Beaulieu Park or Chelmer Valley High schools (see Safe Routes to School, below).

5.50 With agreement of the Education Authority with support from the ERG, any necessary funds may instead be used on alternative temporary provision (e.g. temporary secondary classrooms at either of the two nearby secondary school, 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.

5.51 Contributions from the CGC Consortium will only be made to the Temporary Education Support Fund as and when such temporary education measures are needed, in accordance with the normal planning tests of being necessary and directly related to the development, and fairly and reasonably related in scale. Each Zone shall only be liable up to a maximum of its apportionment of each part of the Fund, and only insofar as there is a need demonstrably created by that Zone. Should temporary provision not be required, or the scale and cost be lower than that set out above, then the contributions will be reduced accordingly. Further detail in relation to these costs are outlined in Appendix 8.

Securing the approach

5.52 The approach to temporary measures will need to adapt to reflect the circumstances at a particular trigger point. The S106 agreements are to be drafted in such a way that they engage a cascade mechanism towards the implementation of temporary measures to mitigate demand for school places as detailed in paragraph 5.41. Site-specific agreements will be drafted such that ECC will consider need at agreed trigger points, at which time mitigation from the Temporary Education Support Fund can be agreed and paid.

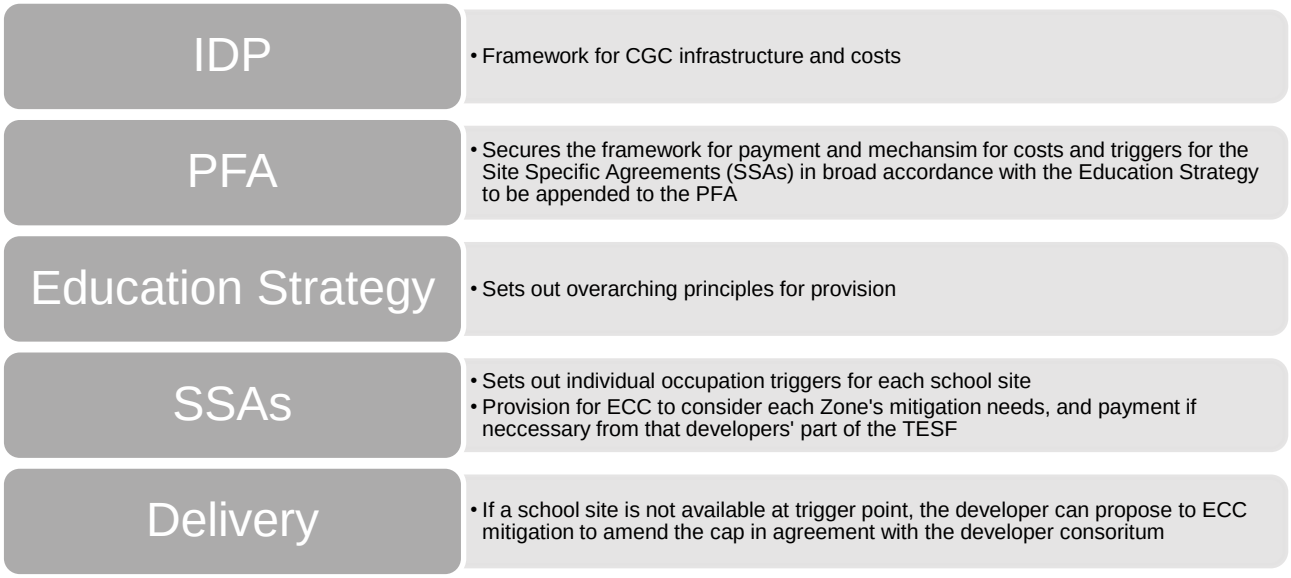
5.53 Where additional capacity is required (particularly in the years before the ATS land becomes available) the CGC Consortium's preference would be for places to be available at the Beaulieu Park School. As such, delivering the safe route to that school would be a priority.

5.54 In the event that a suitable route cannot be delivered, and where the Bus Strategy is providing a suitable route, then the preference will be for this existing service to be used for eligible students on the relevant part of the CGC site (those meeting DfE criteria for free transport for distance reasons), as a priority before additional school transport services for these children is considered. This transport would be paid for through the Temporary Education Support Fund, guided by the ERG.

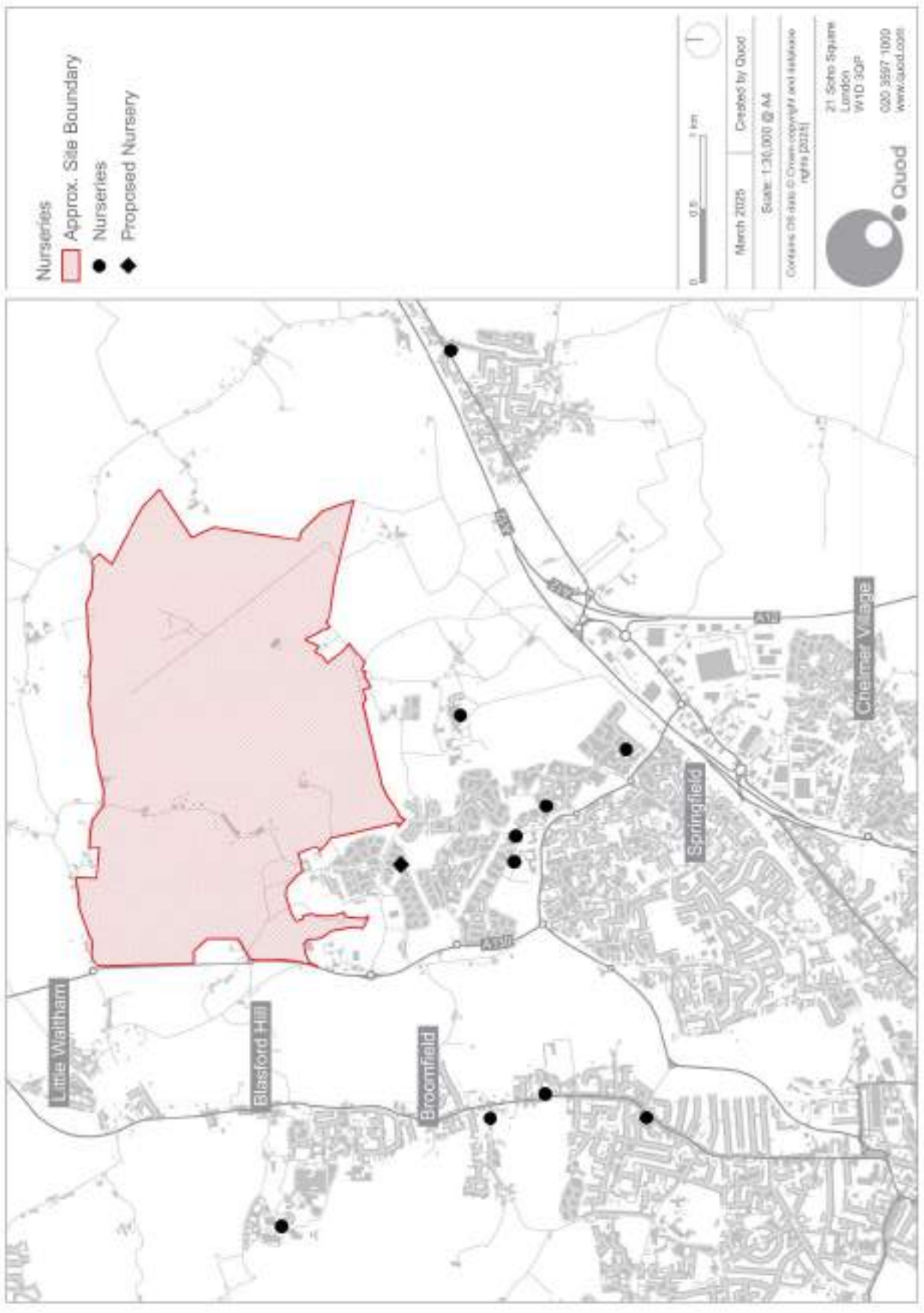
5.55 Note that the use of the Temporary Education Support Fund for school transport is intended to cover DfE eligible free school travel only where this is the result of a CGC Consortium delay in delivering schools, not because of a situation where the schools have subsequently filled with children from 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.

5.56 If ECC (as informed by the ERG) determines 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 will take into account 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.

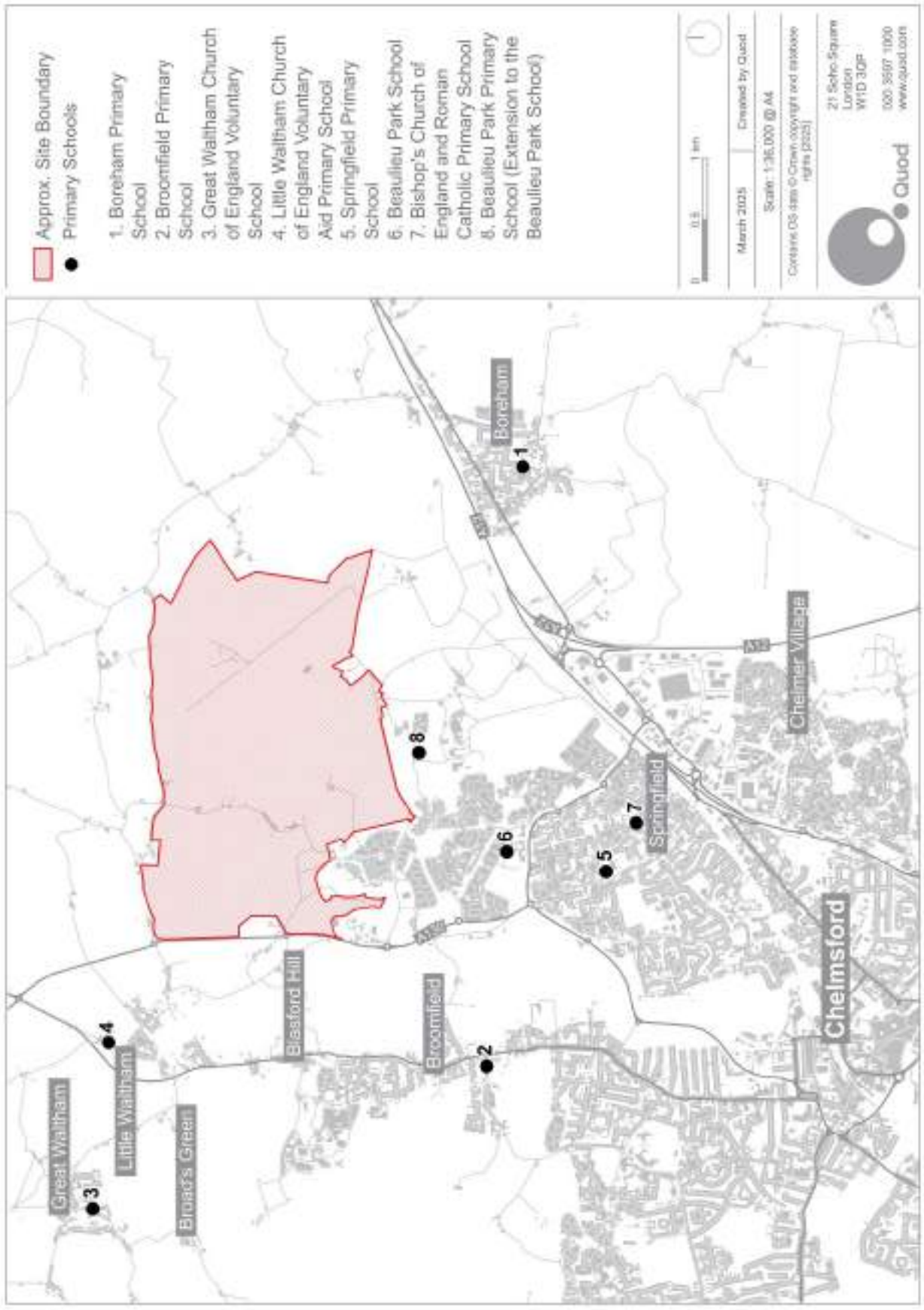
Figure 5.1 – Process for securing mitigation



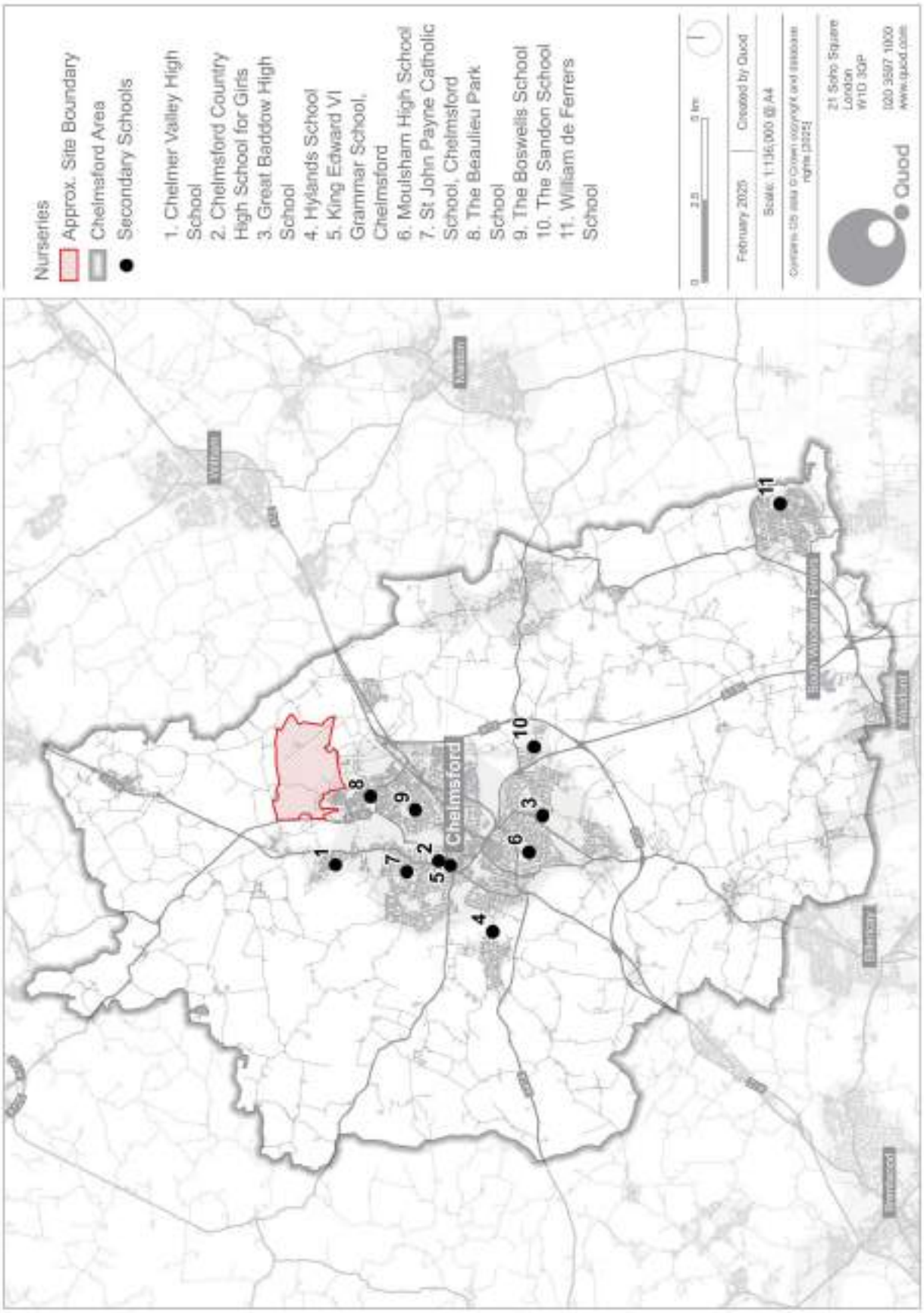
Appendix 1 – Day nursery provision



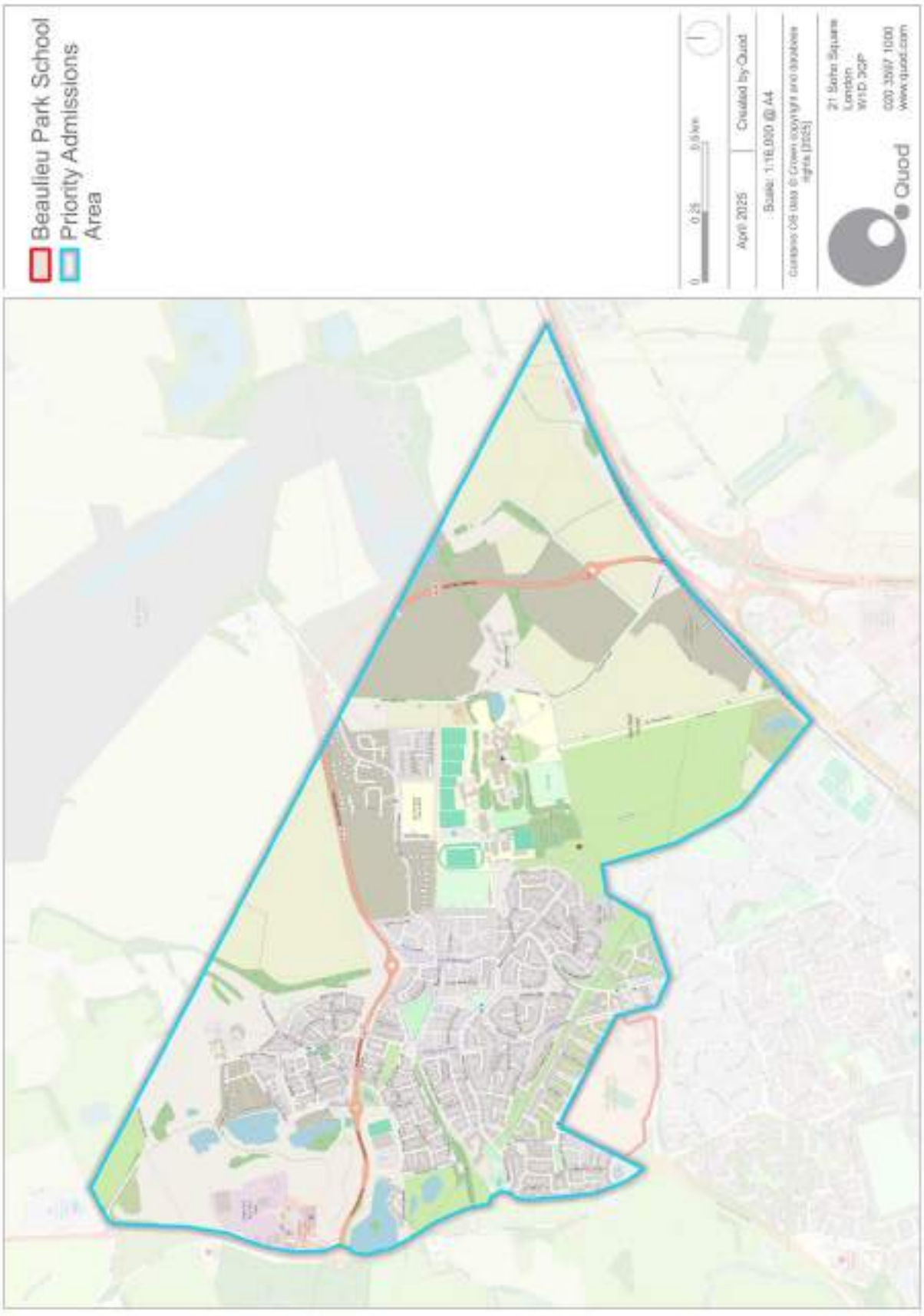
Appendix 2 – Primary school provision



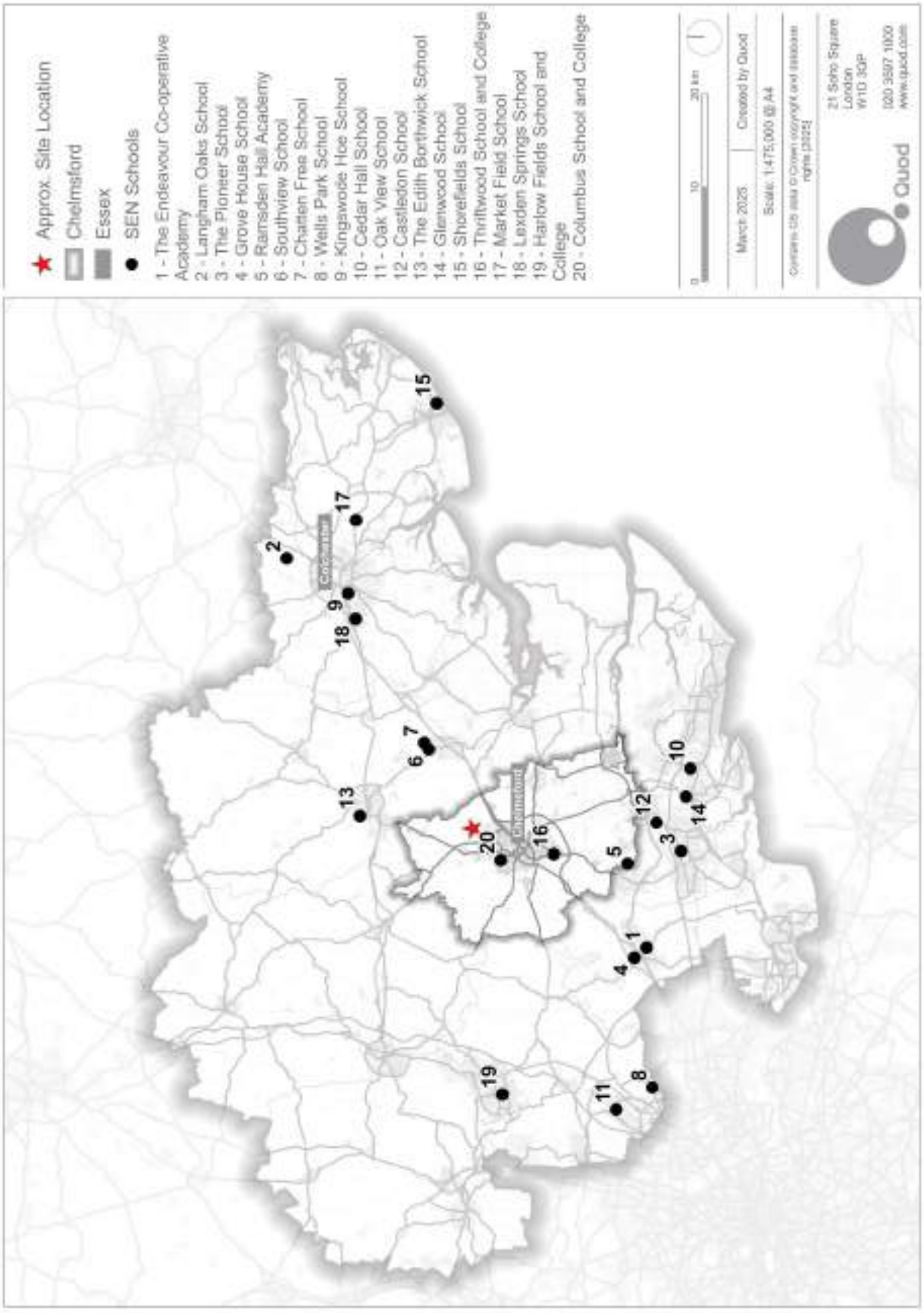
Appendix 3 – Secondary school provision



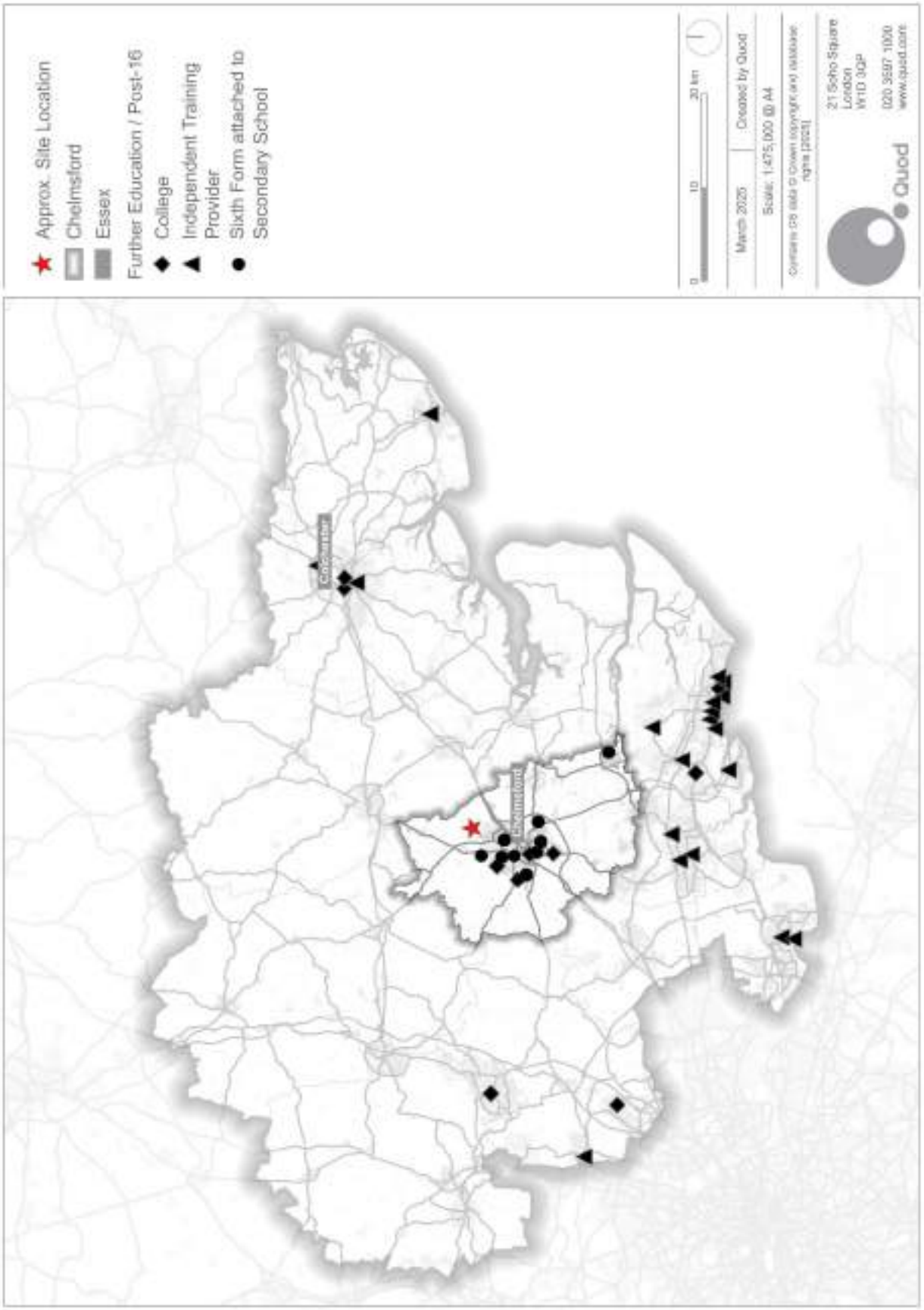
Appendix 4 – BPS priority admission area



Appendix 5 – SEN provision



Appendix 6 – Post-16 education provision



Appendix 7 – School costings

The school costs in this document are derived from the Essex County Council Developers Guide to Infrastructure Contributions (2024), based on the following costs per place. The figures cover planning, design and construction, but exclude serviced land.

Table A7.1 School costs (Q1 2024)

	Per place	Type of provision
Co-located Early Years	£23,865	56 place FTE
Primary	£23,865	210 places per FE, minimum 2FE
Secondary	£28,912	150 places per FE, minimum 4FE
Sixth form	£28,096	20% of capacity of secondary school
SEND Primary	£95,460	Specially-resourced provision within mainstream school*
SEND Secondary	£115,648	Specially-resourced provision within mainstream school*

*SEND contribution may be used for on or off-site provision.

Child yields

The overall contributions set out in this strategy are based on the indicative mix of homes in the outline planning applications and the child yields per dwelling as shown in Table A7.2.

Table A7.2 – Child yields

	1 bed flats	2+ bed flats	Houses
Early Years	0	0.045	0.09
Primary	0	0.15	0.3
Secondary	0	0.1	0.2
Sixth form	0.01	0.02	0.04
SEND	0.007	0.007	0.007

Apportionment of education payments

The actual payments for permanent education and early years provision made for each Zone will be set out and fixed in the IDP and the Site Specific Agreements, and will be subject to rebalancing and land equalisation mechanisms, as defined in the IDP.

Illustrative phasing of education payments

The three OPAs will contribute towards education in agreed proportions. Indicative timing of these payments may be as shown in Table A7.3, subject to discussions on viability, and to be agreed through the Site Specific Agreements.

Table A7.3 – Indicative education payment phasing

	OPA1		OPA2		OPA3	
	Occupations	Payments	Occupations	Payments	Occupations	Payments
	0	10%	700	23%	0	20%
	150	10%	1,400	20%	250	20%
	300	20%	2,100	19%	500	20%
	600	20%	2,700	16%	750	20%
	900	20%	3,200	14%	1,000	20%
	1,200	20%	3,500	8%	1,250	0%
	1,500	0%				
Total		100%		100%		100%

Appendix 8 – Temporary measures costings

The cost of temporary measures (temporary classrooms and school transport), have been derived in agreement with ECC, and are calculated as follows:

Temporary classrooms:

- £500,000 cost of a temporary classroom
- £7,430 cost of furniture, fittings and equipment per classroom
- Four temporary classrooms Great Belsteads, cost £2,029,720
- Seven temporary classrooms at Willow Hill, cost £3,552,010

Primary transport costs (for children eligible for free travel under DfE criteria):

- £9.50 travel cost per day
- 190 school days per year
- Cost per pupil £1,805 per year
- Projected up to 278 person-years of eligibility
- Take up estimated at 75% of eligibility
- Total cost £376,343

Secondary school transport costs (for children eligible for free travel under DfE criteria):

- £6.26 travel cost per day
- 190 school days per year
- Cost per pupil £1,189.40 per year
- Projected up to 4,733 person-years of eligibility
- Take up estimated at 70% of eligibility
- Total cost £3,940,601

Total costs:

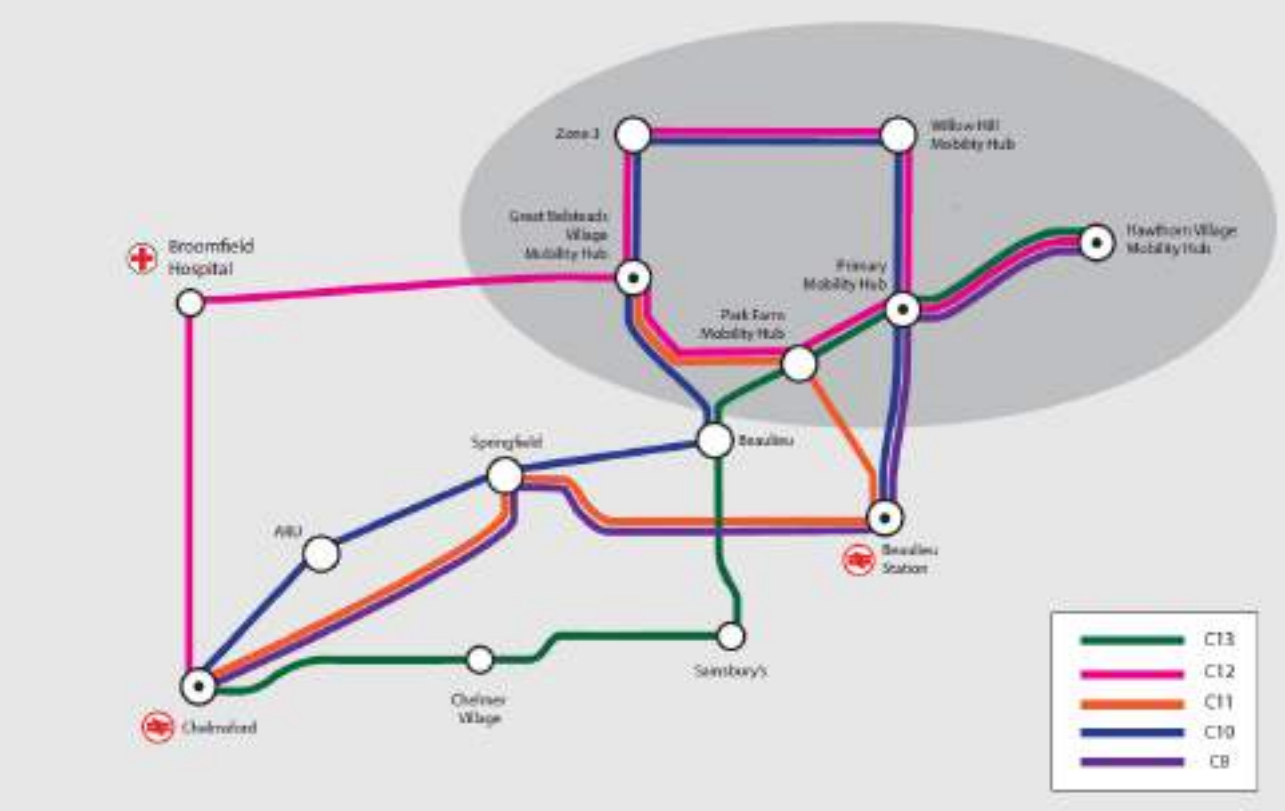
In total, that is a maximum allowance for measures within the Temporary Education Support Fund of £9,898,674 in Q1 2024 prices, within the 3,624 dwellings cap. Temporary costs will be capped for each Zone OPA1, OPA2, and OPA3 as set out in Table A8.1. The timing of payments will be agreed with CCC and ECC as part of the PFA and IDP, and are only to be paid by each Zone if required to mitigate the impacts of that Zone, and if serviced school sites are not available when needed. The Temporary Education Support Fund may also be used to provide temporary secondary classrooms at Beaulieu Park or Chelmer Valley High if required and in accordance with para 5.50

Table A8.1 –Indicative apportionment of the Temporary Education Support Fund for each Zone Cap

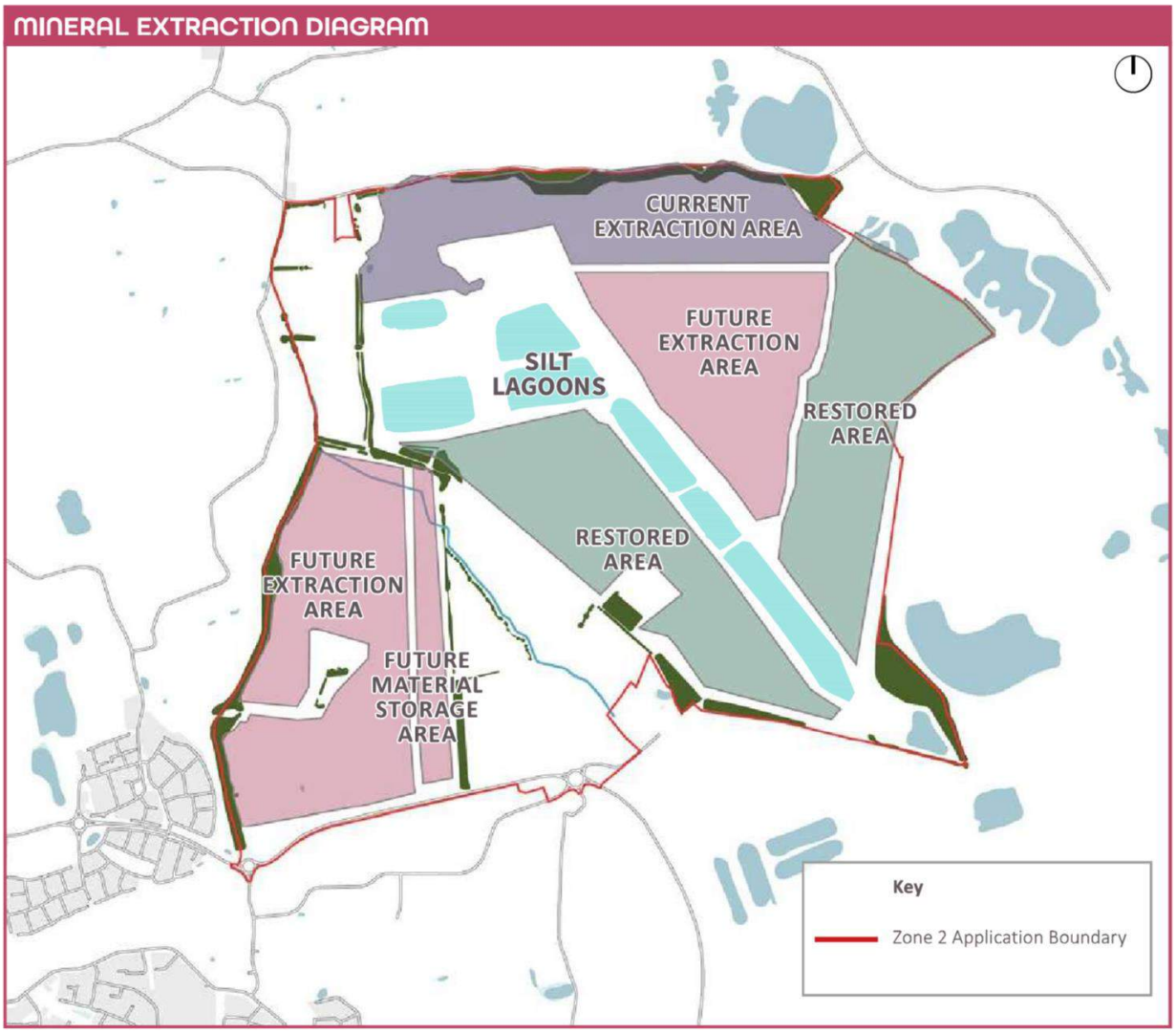
	Zone 1	**Zone 2**	**Zone 3**
Apportionment:	*1,500 / 3,624*	*874 / 3,624*	*1,250 / 3,624*
Primary transport costs	£155,771	£90,763	£129,809
Secondary transport costs	£1,631,044	£950,355	£1,359,203
Temporary classrooms at Gt Belsteads	£840,116	£489,508	£700,097
Temporary classrooms at Willow Hill	£1,470,203	£856,638	£1,225,169

Total Zone Cap	**£4,097,134**	**£2,387,264**	**£3,414,278**

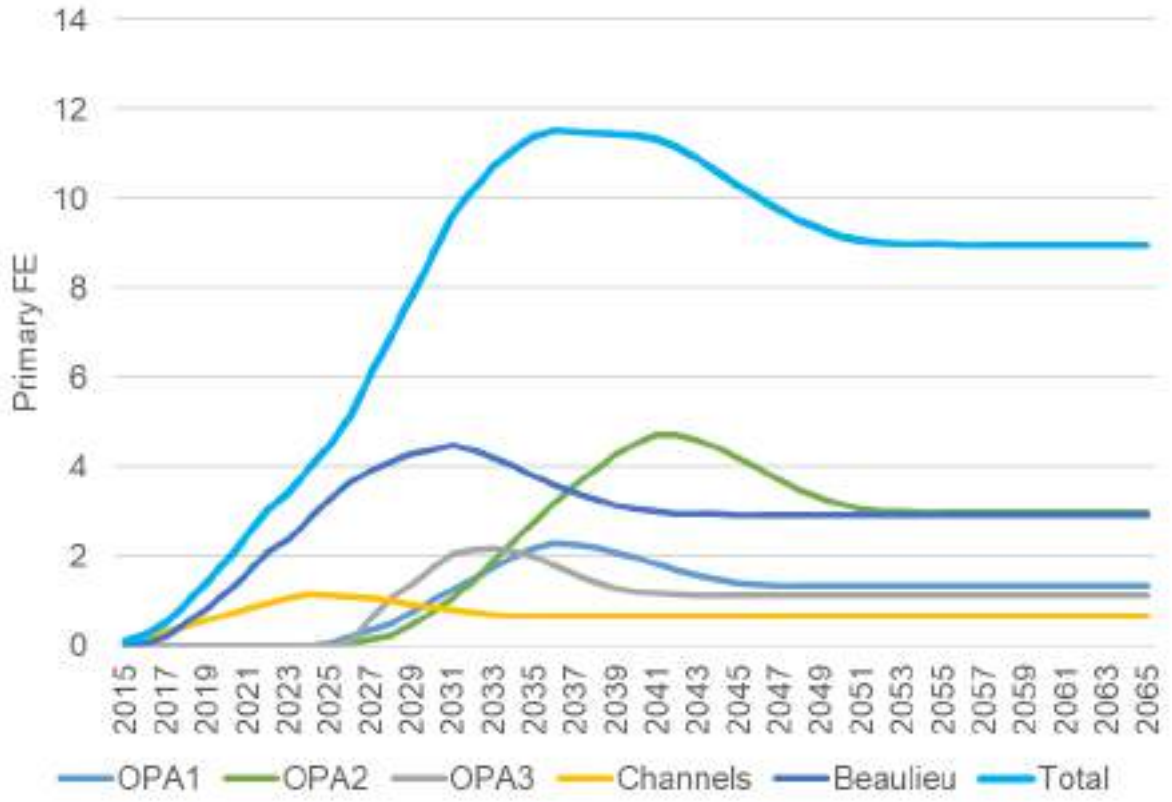
Appendix 9 – Proposed Bus Strategy Routes within CGC and beyond

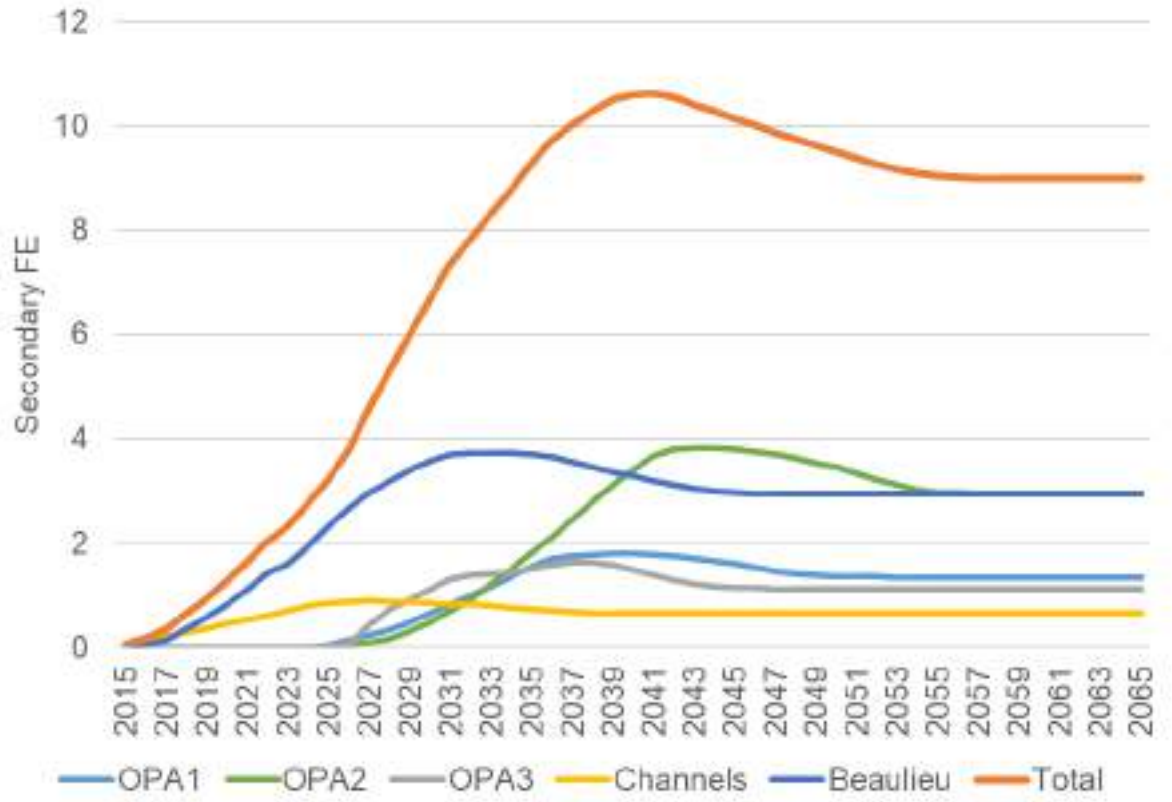


Appendix 10 – Minerals Extraction Areas



Appendix 11 – Demographic modelling



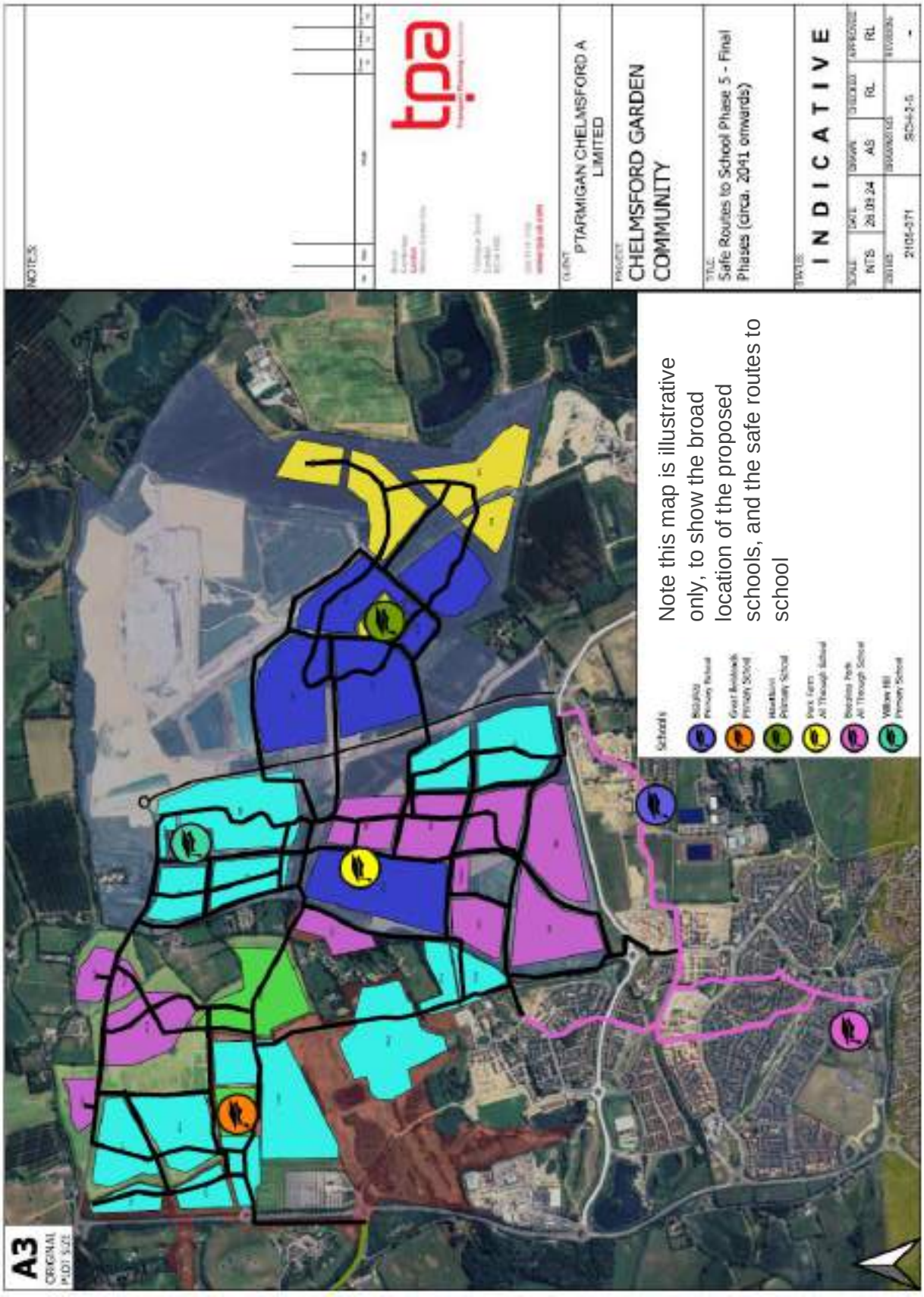


Appendix 12 – Delivery Trajectory

Year (to September)	Dwellings	Primary		Gt Belsteads Primary			Willow Primary			Park Farm primary			Park Farm secondary			Hawthorns Primary			Secondary	
		Pupils	FE	Option	Build	Open	Option	Build	Open	Option	Build	Open	Option	Build	Open	Option	Build	Open	Pupils	FE
1	40	0	0.0																0	0.0
2	229	11	0.1																6	0.0
3	588	66	0.3																33	0.2
4	1075	175	0.8																88	0.6
5	1545	333	1.6																165	1.1
6	1918	501	2.4																244	1.6
7	2268	635	3.1																315	2.1
8	2609	805	3.8																396	2.6
9	2901	945	4.5																466	3.0
10	3170	1066	5.0																517	3.4
11	3544	1140	5.4																576	3.8
12	3939	1232	5.9																651	4.3
13	4272	1315	6.3																734	4.9
14	4560	1370	6.5																807	5.4
15	4860	1413	6.7																868	5.8
16	5138	1462	7.0																921	6.1
17	5365	1508	7.2																962	6.4
18	5523	1536	7.3																989	6.6
19	5676	1545	7.4																1002	6.7
20	5860	1547	7.4																1016	6.8
21	6004	1552	7.4																1037	6.9
22	6120	1544	7.4																1053	7.0
23	6219	1528	7.3																1062	7.1
24	6250	1511	7.2																1068	7.1
25	6250	1479	7.0																1061	7.1

This shows the modelling behind the agreed school timings. The actual triggers will be Zone-specific and agreed through the individual S106s. Great Belsteads land option will be phased as explained in paragraph 5.31. The starting Year 1 is currently assumed to be 2027, but is not fixed. “Dwellings” relate to actual occupations, and is not expected to start until at least 18 months after consent.

Appendix 13 – Safe routes to school



Section 106 Specification – Monitor and Manage Fund

Introduction and Executive Summary

1.1 The Monitor and Manage Fund represents monies provided through S106 Contributions to be called upon at stages in the CGC build out as a contingency should the monitoring targets agreed for each stage of the CGC Implementation be exceeded. In addition, monies are available through CIL for specific traffic management constraint measures, should they be needed, to further manage the impacts of the development on the external highway network and support non-car journeys. The aim of the funding is to support the achievement of high levels of sustainable transport Mode Shares for trips that are generated by CGC, in line with the non-car Mode Share target (as set out in **Appendix A**). Collectively the Monitor and Manage Fund and the potential traffic management measures are referred to as the Monitor and Manage Strategy.

1.2 The Fund has been agreed to support the objectives of the CGC in terms of encouraging journeys by non-car means and if the extensive monitoring demonstrates that targets are not being met during the build up of the CGC, this document sets out the mechanism in terms of how additional mitigation can be provided up to capped limit.

1.3 The Monitor and Manage Fund and the additional CIL funding will be administered by a Transport Review Group (TRG), Chaired by Chelmsford City Council (CCC) involving Essex County Council (ECC), National Highways and Zone 1, 2 and 3 developer representatives, whose constitution is explained in this report. The TRG will provide recommendations for which schemes (if any) may be delivered, based on the findings of Monitoring Surveys. CCC will be the ultimate decision maker.

1.4 The TRG oversees the fund's operations, providing recommendations for which measures to implement based on survey findings. Funding sources available to the TRG include developer contributions in the form of penalty payments if Modal Share Targets at different stages of the build out are exceeded and CIL funds. The total capped value from S106 penalty payments is confirmed at £3,879,118 (which would be index linked), of which 50% is allocated in the IDP and 50% is direct developer contributions subject to each Zone's viability analysis, with an additional £3.5 million from CIL for traffic management measures.

1.5 The specification is supported by detailed appendices, which consider Modal Share Targets, funding contributions, governance structures, monitoring survey specifications,

and provide illustrative plans of the stages of the implementation of the CGC, for which monitoring would be undertaken.

1.6 The detailed appendices, consider:

- **Appendix A** – The final and interim Modal Share Targets
- **Appendix B** – The method of providing contributions to the fund by stage
- **Appendix C** – The Governance and Draw Down of the fund
- **Appendix D** – The proposed survey specification, which will be used to determine whether the interim and final targets are met.
- **Appendix E** – The Monitor and Manage Fund Stages
- **Appendix F** – The Essex Highways Potential Monitor & Manage Fund Traffic management scheme

The Value of the Monies Available to the TRG

1.7 The monies available to the TRG are available from two sources:

- Source 1 – S106 Capped Monitor and Manage monies
- Source 2 – CIL Monies specifically related to the measures described in **Appendix F**

Source 1 - S106 Capped Monitor and Manage Monies

1.8 The capped value of the Monitor and Manage Fund has been determined in discussion with ECC/CCC. This has been informed by the estimated costs of a number of potential measures which are intended to represent the type of measures which could be implemented to encourage increased use of sustainable transport modes to meet Mode Share targets, if required, subject to the findings of Modal Share Monitoring and at the discretion of the TRG.

1.9 The capped value of the contributions is £3,879,118 (base cost) as set out in the Consortium's IDP. It will be index linked to increase in line with inflation.

1.10 Although the full £3,879,118 is shown in the IDP for Source 1, only 50% of this is included in the IDP Gross Total Cost. This is because 50% of the risk of the Mode Share targets not being met will be borne by the Consortium.

1.11 It is envisaged that a proportion of the Source 1 fund - potentially up to £1.5M - would be used to reinforce Travel Plan measures (e.g. provision of additional Car Club vehicles, additional bike service discounts/training etc.). The other £2,379,118, would typically be used to deliver sustainable and active travel schemes, of which the following are previously identified examples (note that these are examples only, the list is not exhaustive):

- Link from Hawthorn Village to Beaulieu Station
- Amendments to General Lane Cycle works using 3rd party land afforded highways status
- Additional works on White Hart Lane from the cycle access north of the New Hall School Access to the Sainsbury's roundabout
- Additional works on White Hart Lane from the Beaulieu access to Nabbotts Farm Roundabout
- Beaulieu to riverside path via Springfield cycle improvements
- Brassie Wood/Belfry Crescent Cycle link improvements

Note:

1/ The Governance of the fund discussed in Appendix C allows the Transport Review Group to determine the measures to be implemented within the confines of the capped funding. 2/ the developers have no responsibility for any CPO's or other statutory processes required to afford land highways or equivalent status

Source 2 - Traffic Management Measures

1.12 As set out in **Appendix F**, the capped value is £3.5 million. This sum is intended to fund the costs of additional TM measures such as the traffic signals at key junctions which provide access to CGC should it be determined that TM measures are needed to manage the impacts of the trips being generated by CGC on the highway network.

1.13 The Source 2 value of £3.5M has been included in the IDP, However, because the TM Measures would be funded through CIL, the £3.5M has not been included in the overall IDP Gross Total Cost.

Summary of the Appendices

1.14 The appendices which form part of this document provide the following:

Appendix A - The final and interim Modal Share Targets

1.15 ECC have accepted that the Modal Share of the trips originating within the CGC will vary by area and by time as the CGC is implemented, as a result of different internal land uses and internal and external links coming forward.

1.16 **Appendix A** provides the proposed CGC Modal Share Targets split by area and related to infrastructure coming forward.

1.17 The method of determining Modal Share is explained in **Appendix A.**

Appendix B - The operation of the fund in terms of the contributions by Stage

1.18 Payments to the fund will be via penalty payments, namely only due if the agreed targets are not met.

1.19 The build out of the CGC has been considered in Stages, which are shown in **Appendix E**, which relate to the completion of different phases of the minerals extraction and the consequential implementation of the different parcels of Zones 1, 2 and 3 within the CGC. It is intended that:

- *Subject to monitoring results, penalty payments would commence from the end of Stage 2 Part 1, circa 5 years following first occupations in Zones 1 and 3.*
- *Contributions would be proportional to the number of occupations by each Zone in that relevant Stage*
- *Noting the potential different development trajectories, which may arise each zone will have a Stage Based occupation trigger, which relates to the anticipated occupations in that Stage*
- *Assessment of the need for MMF penalty payments will be based on the data contained in the 'end of stage' Annual Monitoring Report, at the end of Stages 2i, 2ii, 3 and 4*
- *Penalty payments will be made within 6 months of the 'end of stage' Annual Monitoring Report results, if the results show that agreed Mode Share targets for that stage have not been met.*

1.20 **Appendix B** includes for a worked example of the S106 drafting.

Appendix C – The Governance and Draw Down of the fund

1.21 The Monitor and Manage Fund and CIL payments would be administered by a Transport Review Group. (TRG)

1.22 The TRG would include for Chelmsford City Council as Chair and ultimate decision maker, ECC, Zone 1, 2 and 3 representatives with an invitation to National Highways.

1.23 The objective of the TRG is to administer the Monitor and Manage Fund and CIL payments in terms of the criteria set out in the relevant appendices, namely monitoring against defined targets and implementation of any mitigation following a defined process.

1.24 In that context the TRG may undertake consultation or liaison with 3rd party groups, but they would not have any statutory involvement.

1.25 The Appendix explains that the TRG would have flexibility in terms of what measures were implemented within the total monies available to the fund and the other criteria defined.

Appendix D – The proposed survey specification, which will be used to determine whether the interim and final targets are met.

1.26 The details of the surveys to be undertaken are described in **Appendix D.**

Appendix E – The Monitor and Manage Plans

1.27 This provides illustrative plans of the different Stages of the CGC Build out, related to the Monitoring also showing the core infrastructure, services and facilities likely to be available at each stage.

Appendix F – The ECC Traffic Management Proposals

1.28 The objective of the Traffic Management proposals is to provide a deterrent for vehicles if required, when compared with non-car and active travel options.

1.29 CIL Funding is available to the TRG in order to implement additional Traffic Management measures in the circumstances described in **Appendix F**, which relate to the highway network operating with less capacity than predicted in the TA's as recorded in the monitoring surveys described in **Appendix D**

1.30 The Appendix contains illustrative details of the types of measures which might be implemented.

Author: IM/RG

Date: 15th October 2025

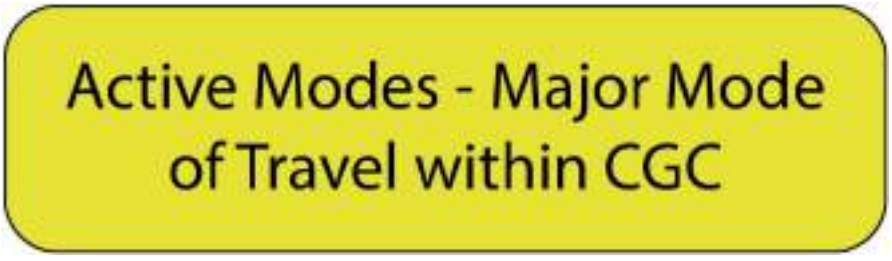
APPENDIX A: Modal Share Targets

Monitor and Manage Fund Draft 106 Specification – Appendix A - Modal Share Targets

1.1 The CGC is supported by the Mode Share and Active Travel targets described below.

1. It is proposed to provide a development with new and enhanced connections, with walking, cycling and public transport designed to be the most attractive forms of local transport, with at least 60% of trips originating within the development expected to be by non-car means, consistent with guidance. (Reference: www.tcpa.org.uk). This is referenced as the Modal Share Target.

2. In order to achieve the Modal Share Target, the secondary target will be that the use of Active Modes is the primary mode of travel within the CGC.



1.2 Note: The mode definitions are shown in **Table 1.** (TRG to agree any modes not listed)

Active Modes	Non-Car Modes
	All Active Modes
Walking	Scheduled Bus Services
Wheelchair and Mobility Scooters	Demand Responsive Bus Services
Cycling including push scooters	Private Hire Passenger Transport Services, for example School Buses, Coach Trips
E-Cycles, Tricycles and adapted bikes	

Table 1: Mode Definitions

1.3 It has been accepted by ECC and CCC that the targets represent an end state target within the CGC to be reached when the full internal land uses and linkages are in place, which is contingent upon the completion of the Minerals Extraction and Restoration.

1.4 In particular:

- The Opening of the All Through School
- The Opening of the Primary and Secondary Mobility Hubs
- The Employment uses within the CGC
- The Leisure and Retail Uses within the CGC
- The provision of the linkages, for example the Domsey Link to the all through school

Interim Targets

1.5 For this reason, the Modal Share targets need to relate to different parts of the CGC and are progressive as more facilities and linkages come forward.

1.6 It is therefore proposed to split the monitoring of targets by area as illustrated in **Figure 1.**

1.7 The proposed areas shown in **Figure 1** are (in anticipated sequence of delivery):

- Area A – The Zone 1 application area
- Area B – The Zone 3 application Area
- Area E – The southern initial phase of Zone 2 implemented prior to the completion of the Park Farm Minerals Extraction and Restoration
- Area C – The northern initial phase of Zone 2 implemented prior to the completion of the Park Farm Minerals Extraction and Restoration
- Area D – The completion of the Zone 2 Area to the west of the CNEB Phase 1
- Area F – The completion of the Zone 2 Area to the east of the CNEB Phase 1 (Hawthorn Village)

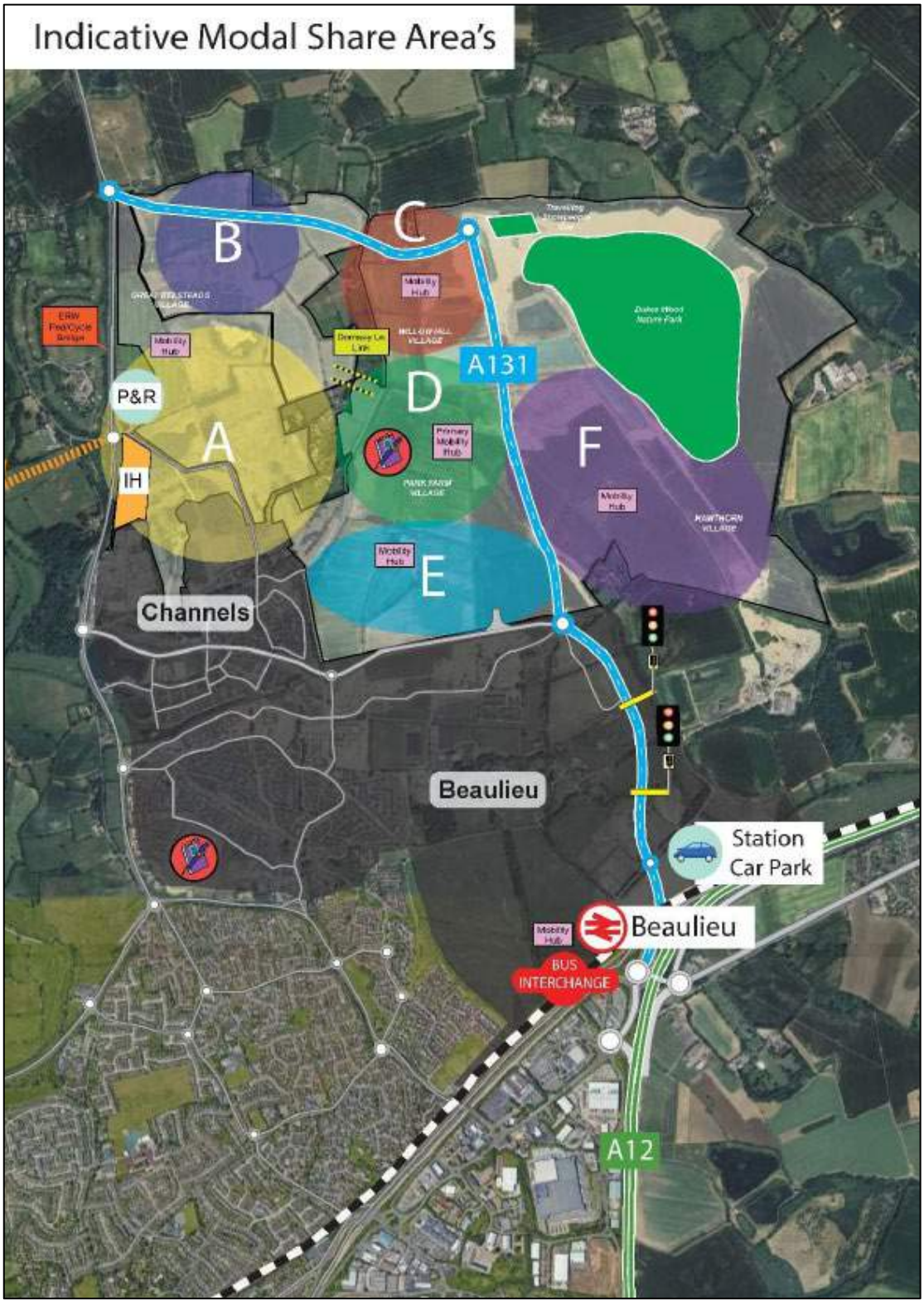


Figure 1: Modal Share Monitoring Areas

Mode Share Targets by Area

1.8 Each Area will have Mode Share Targets defined for different Stages of the CGC implementation. The proposed Mode Share Targets are shown in **Table 2**, subject to confirmation as part of the S106 Agreements for each Zone.

1.9 In line with ECC's draft Travel Plan guidance, target car trip rates to/from each housing parcel will also be confirmed within the S106 Agreements, subject to Essex Legal Services' confirmation.

1.10 An overall trip rate for each stage, is only considered to have illustrative status, as the build out programme may differ.

1.11 The illustrative description of the Stages is shown in **Table 3** and the plans contained in **Appendix E.**

CGC Area	Area Description	Stage 1	Stage 2 – Part 1	Stage 2 – Part 2	Stage 3	Stage 4
A	The Zone 1 application area	40%	45%	50%	58%	58%
B	The Zone 3 application Area	40%	45%	50%	58%	58%
C	The northern initial phase of Zone 2 implemented prior to the completion of the Park Farm Minerals Extraction and Restoration	-	45%	50%	58%	63%
D	The completion of the Zone 2 Area to the west of the CNEB Phase 1	-	-	-	63%	68%
E	The southern initial phase of Zone 2 implemented prior to the completion of the Park Farm Minerals Extraction and Restoration	-	45%	50%	60%	65%
F	The completion of the Zone 2 Area to the east of the CNEB Phase 1 (Hawthorn Village)	-	-	-	55%	58%
Overall	Overall CGC Development	40%	45%	50%	58%	60%

Table 2: Proposed Progressive Non-car Mode Share Targets by Area

Stage Number	Approximate Timelines	Minerals Extraction Status	Bus Service Status	All Through School Status	Mobility Hubs	Employment	Other
Stage 1	2026-2028	Ongoing	Stage 1 Service Implemented	Not Implemented	Not Implemented	Channels Employment Area	Not Implemented
Stage 2 – Part 1	2028-2030	Ongoing	Stage 2 – Part 1 Service Implemented	Not Implemented	Great Belsteads Village Centre	Innovation Hub	Great Belsteads/Willow Hill Primary Schools
Stage 2 – Part 2	2030-2035	Ongoing	Stage 2 – Part 2 Service Implemented	Not Implemented	Willow Hill Village Centres	Willow Hill Employment Area	Discovery Park (North) Recreational Facilities
Stage 3	2035-2040	Completed Park Farm	Stage 3 Service Implemented	Implemented	Primary Hub/Park Farm Village Centre		
Stage 4	2040 to completion	Completed Hawthorn Village	Stage 4 Service Implemented	Implemented	Hawthorn Village Centre		Hawthorn Village Primary School

Table 3: Proposed Definitions of Stages – Showing Services and Infrastructure anticipated coming forward in that stages

How Mode Share will be Calculated

1.12 In order to calculate the non-car Mode Share for each Zone, the car Mode Share will be calculated using observed data.

1.13 When assessing car Mode Share at the end of each housing Stage (as set out in Table 2, above), the total number of trips to/from each housing parcel access will be recorded (the daily totals and those for the AM and PM peaks quoted separately).

1.14 The total number of people travelling by car will be calculated as the number of observed car trips (inbound and outbound counted separately) multiplied by appropriate car occupancy factors from TRICS multimodal data for C3 Residential Mixed Private / Affordable housing.

1.15 The TRICS occupancy factors to be used are shown in Table 4, below. These occupancy rates are based on all currently available multi-modal sites in the TRICS database for 'East Anglia' and 'South East England from Jan 2021 to Dec 2024.

Hour	Car Occupancy Rate (people per car)	
	Arrivals	Departures
07:00-08:00	1.14	1.34
08:00-09:00	1.18	1.63
09:00-10:00	1.22	1.29
10:00-11:00	1.21	1.30
11:00-12:00	1.24	1.26
12:00-13:00	1.23	1.28
13:00-14:00	1.31	1.28
14:00-15:00	1.30	1.21
15:00-16:00	1.68	1.27
16:00-17:00	1.48	1.36
17:00-18:00	1.38	1.35
18:00-19:00	1.34	1.35
Off Peak (19:00 to 07:00)	1.34	1.35

Table 4: TRICS Occupancy Rates to be used in Mode Share Calculations

1.16 If, during the build out of Chelmsford Garden Community, the developers wish to propose alternative occupancy rates for the Mode Share calculations, these could be considered by the TRG, but the rates in Table 4 will be used by default. Evidence for the use of alternative rates would need to be based on statistically significant CGC specific data, obtained and assessed by the developers at their own expense.

1.17 The car Mode Share will be calculated as:

Calculated number of person trips by car/
(observed number of non-car person trips + calculated number of person trips by car)

1.18 The car Mode Share for each CGC Zone will be based on a weighted average of all housing parcels in that Zone.

1.19 The non-car Mode Share for each CGC Zone will be 100% minus the car Mode Share for that Zone.

1.20 In line with ECC's draft Travel Plan guidance, the number of car trips to/from each housing parcel will also be quoted in terms of the total number of car trips, the total number of homes and the resulting car trip rate per dwelling. (The daily totals and those for the AM and PM peaks quoted separately).

Note: The extent of the surveys will be as set out in Appendix D

APPENDIX B: Contributions

Monitor and Manage Fund Draft S106 Specification – Appendix B – Contributions by Stage

1.1 The principal of the Monitor and Manage Fund (MMF) is that it relates to penalty payments which would only be made if the developers failed to achieve the staged Modal Share Targets, which are described in **Appendix A.**

1.2 The funds accrued can be used at the discretion of the TRG (for which the governance is described in **Appendix C**) and this would ensure that the TRG can consider interventions on a site-wide basis, should they be required.

1.3 Should a Zone achieve its staged Modal Share Target, then no penalty payment would be made. That would mean that the Travel Plan and associated measures have been successful and would not therefore warrant intervention for that Zone.

1.4 Refunds would be secured against unspent monies at the end of Stage 3 for Zones 1 and 3 and at the end of Stage 4 for Zone 2 (MMF money allocated to committed infrastructure schemes in the process of being delivered will not be considered 'unspent'). The final mechanism will be determined as part of the S106 discussions. The maximum duration of the monitoring periods have been agreed with ECC and CCC which is a period of 5 years from 90% residential occupations within each respective CGC zone (unless otherwise agreed in writing), for the standard annual monitoring report. End of stage annual report is still required if it is later than 5 years post 90%.

Payment Schedule

1.5 Based on the forecast housing trajectory for each CGC area, the Modal Share staged targets, and the baseline value of the Monitor and Manage Fund (£3,879,118, index linked), a draft payment schedule is presented in **Table 1** to demonstrate the potential build-up of the fund in the event that each area fails to achieve its Modal Share Targets.

1.6 This is based upon:

- Any penalty payments would commence from the end of Stage 2 Part 1, circa 5 years following first occupations in Zones 1 and 3.
- Contributions would be generally proportional to the number of occupations by each Zone in that relevant Stage (albeit noting the following point).

- The first payments would form the majority contribution for that CGC area, to provide funds for meaningful intervention schemes in the event they are required.
- The funds payable in any one stage would accumulate from the previous stage(s), e.g. based on CGC Area A, if the Stage 2 Part 1 Modal Share Target is achieved but the subsequent Stage 2 Part 2 target is not, then 75% of the contribution for that area would be due.
- Once penalty payments are made, the funds can be used at the discretion of the TRG. Refunds would only be secured against unspent monies.
- If the TRG agreed to spend funds elsewhere within CGC not specifically related to the area contributing, then revised Modal Share Targets might be considered by the TRG for that CGC area.

Note: This is subject to final legal review.

		Staged Penalty Payments					
CGC Area	Area Description Duration	Stage 1 18 months	Stage 2 Part 1 4 years	Stage 2 Part 2 6 years	Stage 3 6 years	Stage 4 8 years	TOTAL 23.5 years
A	The Zone 1 Application Area		£465,494 (60%)	£232,747 (25%)	£232,747 (25%)		£930,988
B	The Zone 3 Application Area		£387,912 (50%)	£193,956 (25%)	£193,956 (25%)		£775,824
C	The northern initial phase of Zone 2 implemented prior to the completion of the Park Farm Minerals Extraction and Restoration		£262,073 (75%)	£87,358 (25%)			£349,431
D	The completion of the Zone 2 Area to the west of the CNEB Phase 1			£294,192 (50%)	£294,192 (50%)		£588,384
E	The southern initial phase of Zone 2 implemented prior to the completion of the Park Farm Minerals Extraction and Restoration		£144,769 (75%)	£48,256 (25%)			£193,025
F	The completion of the Zone 2 Area to the east of the CNEB Phase 1 (Hawthorn Village)				£520,733 (50%)	£520,733 (50%)	£1,041,466
Total			£1,260,248	£856,509	£1,241,628	£520,733	£3,879,118
Cumulative			£1,260,248	£2,116,757	£3,358,385	£3,879,118	

Table 1: Draft Payment Schedule

1.7 It is proposed that each Zone will have a Stage based penalty payment related to the occupations at the end of that Stage as shown indicatively in green in the Table above. If the Modal Share Targets are not met, the Stage based penalty payments will be due at the amounts indicated in the table and at the times described. Each zone may reach the end of a stage earlier than another. Therefore, their end of stage assessment might take place earlier than another zone.

1.8 This will mean therefore that there is for:

Zones 1 and 3 – A Stage 2 Part 1, 2 Part 2 and 3 penalty payment related to the number of occupations anticipated at the end of that Stage.

Zone 2 – A Stage 2 Part 1, 2 Part 2, 3 and 4 penalty payment related to the number of occupations anticipated at the end of that Stage.

1.9 Each zone will be responsible for the end of stage monitoring for their zone. The end of stage monitoring will be carried out even if other zones have not reached the end of their stage.

Illustrative Example of S106 Drafting

1.10 An example of the possible drafting is shown below in points (i) to (iv). This is consistent with other agreements where monies are paid into a fund for undertaking transport works on a phased basis.

Definitions

(i) Monitor and Manage Fund definition – References the S106 Monitor and Manage Fund Specification Document

The Monitor and Manage fund is a capped sum of monies, to be used towards a package of active travel and non-car measures, to be called upon at stages in the CGC build out as a contingency should the Modal Share Targets, defined in the specification which progress towards the final target are not met.

(ii) Payment Schedule

An example of penalty payment drafting is shown below, where in this example the additional mitigation contribution falls due if the target in the Trip Rate Table is exceed, consistent with the mechanism proposed.

"Travel Plan Annual Monitoring Report" means in respect of each Travel Plan a report to be submitted to the County Council setting out the findings of annual monitoring of the relevant Travel Plan

"Travel Plan Coordinator" means in respect of each Travel Plan a suitably qualified person appointed by the Owners to co-ordinate implementation management and monitoring of the Travel Plan in respect of which they have been appointed

"Travel Plan Mitigation Contribution" means the sum of £30,000 Index Linked or if lower the cost of measures identified in the relevant details approved pursuant to paragraph 3.1 of Part 1 of Schedule 10 payable to the County Council to be used for additional mitigation measures to reduce vehicle trip rates arising from the Development which may include the provision of additional travel information for residents and further discounts on travel by public transport within Bishops Stortford

"Travel Plan Review" means (save for each Education Travel Plan) a full review of each Travel Plan at years 1, 3 and 5

"Trip Monitoring Report" means a report containing the results of the relevant Traffic Survey which report shall also:

(i) compare the trip rate from the automatic traffic count in the relevant Traffic Survey with the trip rate contained in the Trip Rate Table; and

(ii) specify the number of bus passes issued to residents of the Development for the period covered by the relevant Traffic Survey and provide certified costings and receipts for such bus passes

"Trip Rate Table" means the table of vehicle trip rates at Appendix 3

(iii) Amount of Contribution

- *Zone 1 Total Monitor and Manage Fund Contribution = x% of the Total*
- *Zone 2 Total Monitor and Manage Fund Contribution = y% of the Total*
- *Zone 3 Total Monitor and Manage Fund Contribution = z% of the Total*

(iv) Council Requirements

a) *To use the monies for the purposes defined in the specification, particularly* ***Table 1***

b) *Where the works to be undertaken by the developer to provide the monies for the works agreed, prior to commencement of works.*

c) *To hold the Monitor and Manage fund contributions in an escrow account*

d) *To refund monies not required in accordance with the monitoring*

APPENDIX C: Governance

Monitor and Manage Fund Draft S106 Specification Appendix C – Governance

1.1 The Monitor and Manage Fund has a specific role as explained to allow incremental changes to Modal Share to be made during the course of the implementation of the CGC.

1.2 The Governance proposal for the Monitor and Manage Fund allows in particular to;

a) Review the ongoing monitoring described in **Appendix D** and

b) To facilitate the implementation of measures provided a) they can be delivered within the capped cost of the Monitor and Manage fund and b) are agreed by the Governance Structure described below.

1.3 The Governance process is shown in **Figure 1** and involves the use of a Transport Review Group (TRG), which would include for Chelmsford City Council as Chairs, ECC, Zone 1, 2 and 3 representatives with an invitation to National Highways. The TRG is to advise and recommend, however it is noted that CCC are the ultimate decision makers. This will ensure consistency with the PFA.

1.4 The responsibilities of the TRG would include for;

- Reviewing the annual monitoring reports explained in **Appendix D** and identifying whether any pre-defined triggers contained in **Appendix A** have been exceeded
- Advising on whether funds should be collected for the Monitor and Manage Fund in accordance with the Mechanism described in **Appendix B.**
- Identify the mitigation to be implemented and to advise which party with the TRG should deliver them i.e. which Consortium member or ECC.
- Review the delivery and effectiveness of the transport measures implemented, and identifying options for enhancing mobility across the site

  Note

  Developer delivery will not cover any items that require land outside of their control not afforded highway status

  No additional monies would be available above the capped amount for the purpose of third party land acquisition.

  The TRG cannot request mitigation to be implemented which requires an amendment to the approved planning application or documents without the agreement of the developer

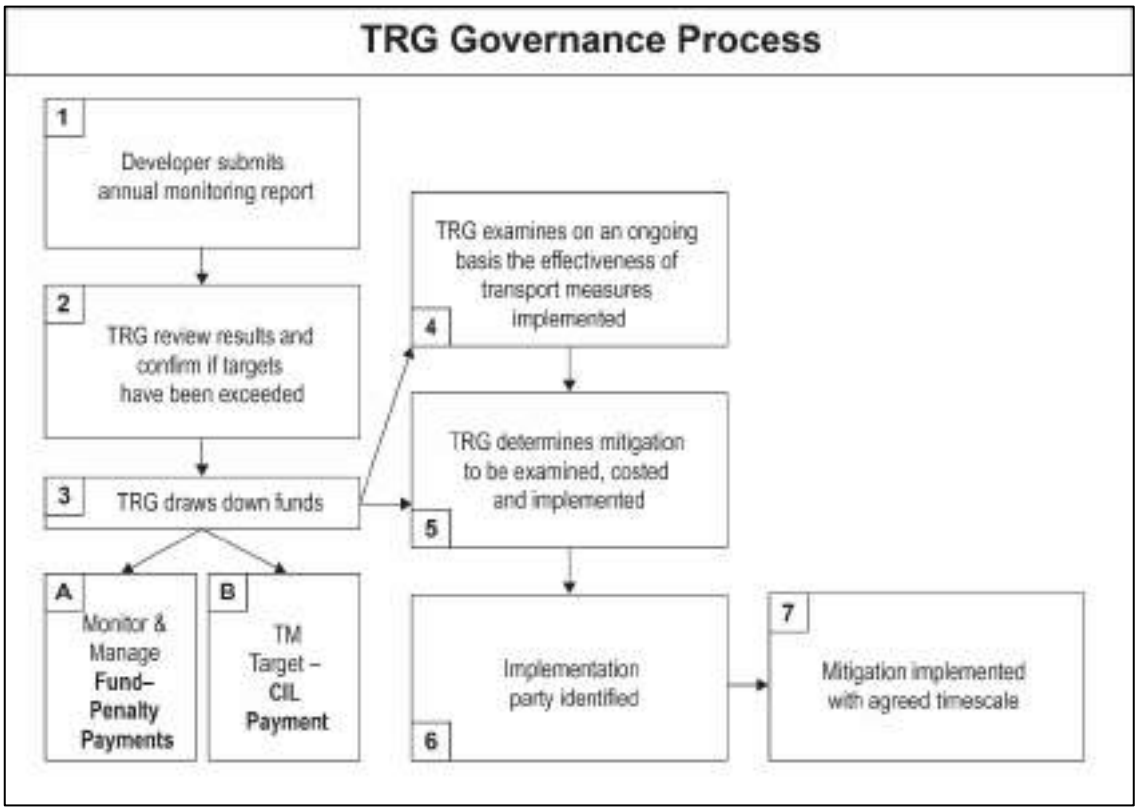


Figure 1: TRG Governance process

1.5 The objective of the TRG is to administer the Monitor and Manage Fund in terms of the criteria set out in the relevant appendices. In that context the TRG may undertake consultation or liaison with 3rd party groups, but these parties would not have any statutory involvement.

APPENDIX D: Surveys

Monitor and Manage Fund Draft S106 Specification – Appendix D – Surveys and Reporting

1.1 The objective of the surveys is to provide annual information in relation to:

- The mode of travel for the different monitoring areas within the CGC, which are defined in **Appendix A**, relevant to **Source 1** of the Monitor and Manage Monies
- Vehicle Trip rates at the Site entrances, relevant to **Source 2** of the Monitor and Manage Monies

1.2 As a minimum monitoring will be in accordance with ECC *Travel Plan Guide for Large-Scale Developments and Garden Communities*.

1.3 In the early years of the CGC and at the end of each development stage (as set out in Table 3 of **Appendix A**), all the following annual mid-September surveys will be carried out:

- 2-day video surveys at every access to each housing parcel (vehicular and ped/cycle accesses)
- 2-day video surveys at every external vehicular access to the CGC development
- 2 week ATC counts at every external vehicular access to the CGC development
- Bus surveys (provision of bus data)

Plus, every two years:

- Travel behaviour surveys

1.4 These would be confirmed through the submission of a proposed monitoring report and methodology prior to the commencement of the 1st monitoring.

1.5 All data collected in surveys must be provided to the TRG in a format agreed with ECC. The results of the surveys undertaken will be reported in a single monitoring report which covers the entirety of CGC (as opposed to Zone specific monitoring reports).

As the development build out progresses, the content of the annual surveys in the intermediate years between each 'end of stage' could be adjusted, subject to TRG approval, to ensure that the overall survey budget is not exceeded. **Note:**

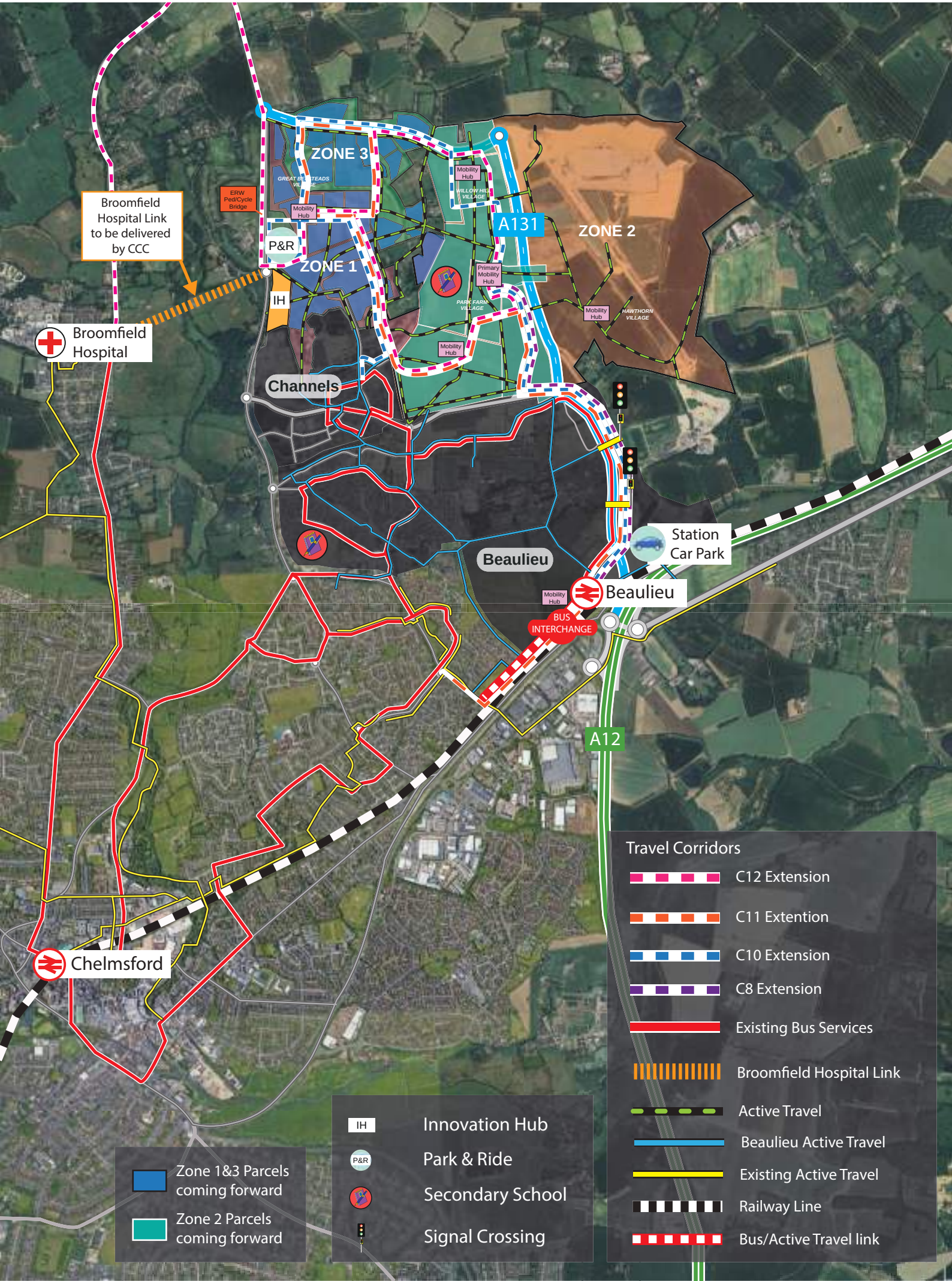
The cost of the surveys will be subject to a cap on expenditure as set out in the Consortia letter dated 11th February 2025 of £1,197,000 (indexed). In that context, the cost of surveys

and reporting will be shared annually with the TRG on an open book basis. Subject to TRG approval, should the projected cost of annual surveys at all housing parcels be deemed excessive, 2-day video surveys could be limited to a selection of housing parcels in the intermediate years between each 'end of stage', to avoid an excessive amount of Cameras and survey costs. The selected housing parcels would need to be approved by the TRG in advance of surveys being carried out.

APPENDIX E: Monitor and Manage Fund Stages

MONITOR & MANAGE FUND MEASURES - STAGES 1 & 2

MONITOR & MANAGE FUND MEASURES - STAGE 3



MONITOR & MANAGE FUND MEASURES - STAGE 4

APPENDIX F: ECC Traffic Management Proposals

Appendix F – Traffic Management Scheme

1.1 It is intended that CIL Funding will be made available to the TRG in order to implement additional Traffic Management measures in the following circumstance:

- External vehicular trip rates are higher than the modelled (VISUM) rates, and
- The highway network is operating worse than anticipated in TA's.

1.2 The monitoring surveys, which are described in **Appendix D** would record the required information to determine whether either of these scenarios have been met.

1.3 The objective of the traffic management proposals is to provide a deterrent for vehicles if required, when compared with non-car and active travel options.

External Access Data Surveyed

1.4 The traffic counts at external accesses will be used to monitor the total number of vehicular trips to/from each zone from the external highway network (Essex Regiment way, NRDR, CNEB and RDR). The results from these surveys will be included in the annual traffic monitoring report.

1.5 The 2-week ATC counts and 2-day video surveys at the external accesses will be used to assess whether the 2-day counts provide a reasonable representation of typical weekday flows. If they don't, at the TRG's discretion, the 2-day counts at both internal and external accesses could be adjusted, as appropriate, using this information, subject to the monitoring cap.

1.6 At the end of housing build out Stages 2i, 2ii, 3 and 4, the AM and PM peak hour vehicular trips at external accesses will be compared with the AM & PM peak hour trips that would be expected at the external accesses using the VISUM strategic model external housing trip rates. This will provide the TRG with an understanding the of the actual vehicular travel patterns to/from the development and indicate any locations where vehicular movements vary significantly from those anticipated in the modelling – which will help to inform travel planning.

1.7 At the end of housing Stages 3 and 4, the total number of vehicular trips entering/leaving the CGC development at all external access will be aggregated to calculated overall AM and PM peak hour observed external trip rates. This information will be used to inform

a decision as to whether additional (CIL funded) Traffic Management Measures will be required, to restrict vehicular movements to/from the development.

1.8 Traffic management measures would be implemented, subject to CCC/ECC review, if the observed external vehicular AM or PM trip rates are higher than the VISUM model trip rates, and the highway network is operating worse than anticipated in the Consortium's junction assessments, and the Modal Share targets have not been met.

Description of Proposals

1.9 An illustrative TM strategy has been developed by ECC and is shown in **Figure 1.1.**

1.10 Illustrative proposals are shown in **Figures 1.2-1.5 and final** details of any schemes to be implemented will be determined by the TRG in accordance with the Governance process of the TRG described in *Appendix C*, but will consider:

- Whether a road has been adopted or not at that point in time and therefore the ability and process to undertake the amendments
- Where practical, reserved matters applications will consider the illustrative measures described in this **Appendix** and the ability safeguard any potential future changes. The expectation will be that the detailed designs of new junctions will include safeguarded provision for the future installation of traffic signals unless otherwise agreed.

Potential TM Strategy for Discussion

Key:

- Partially signalised roundabout
- New Bus Gate
- Moved Bus Gate
- Bus Lane

NB. The traffic flows on this plan are the VISUM model outbound AM peak hour flows, redistributed manually to indicate the potential effect of the additional TM measure shown.

If trip rates are higher than the VISUM modelled rates, the largest impact would be at Accesses 2, 9 and 11. These flows could be managed through signalisation, without adversely affecting buses.

Figure 1.1: Potential TM Strategy

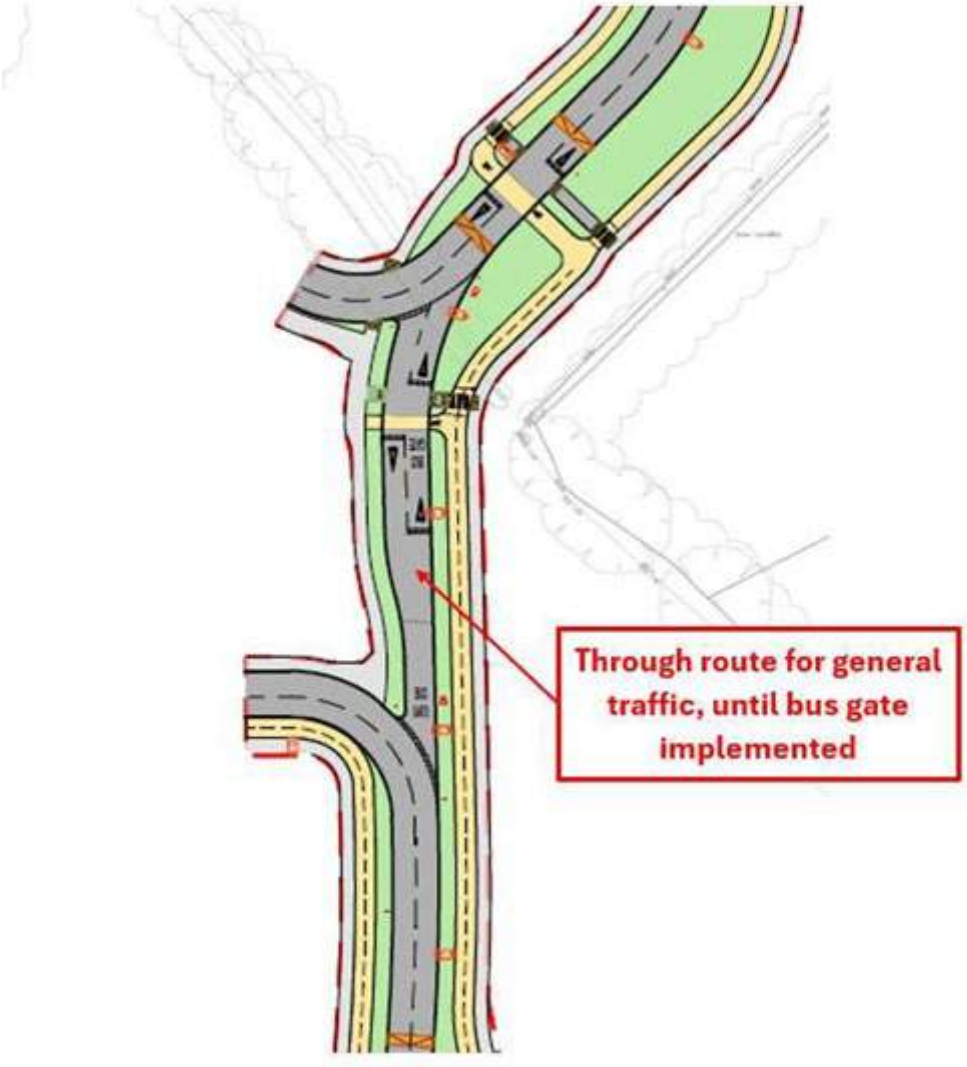


Figure 1.2: Potential Typical Bus Gate Layout

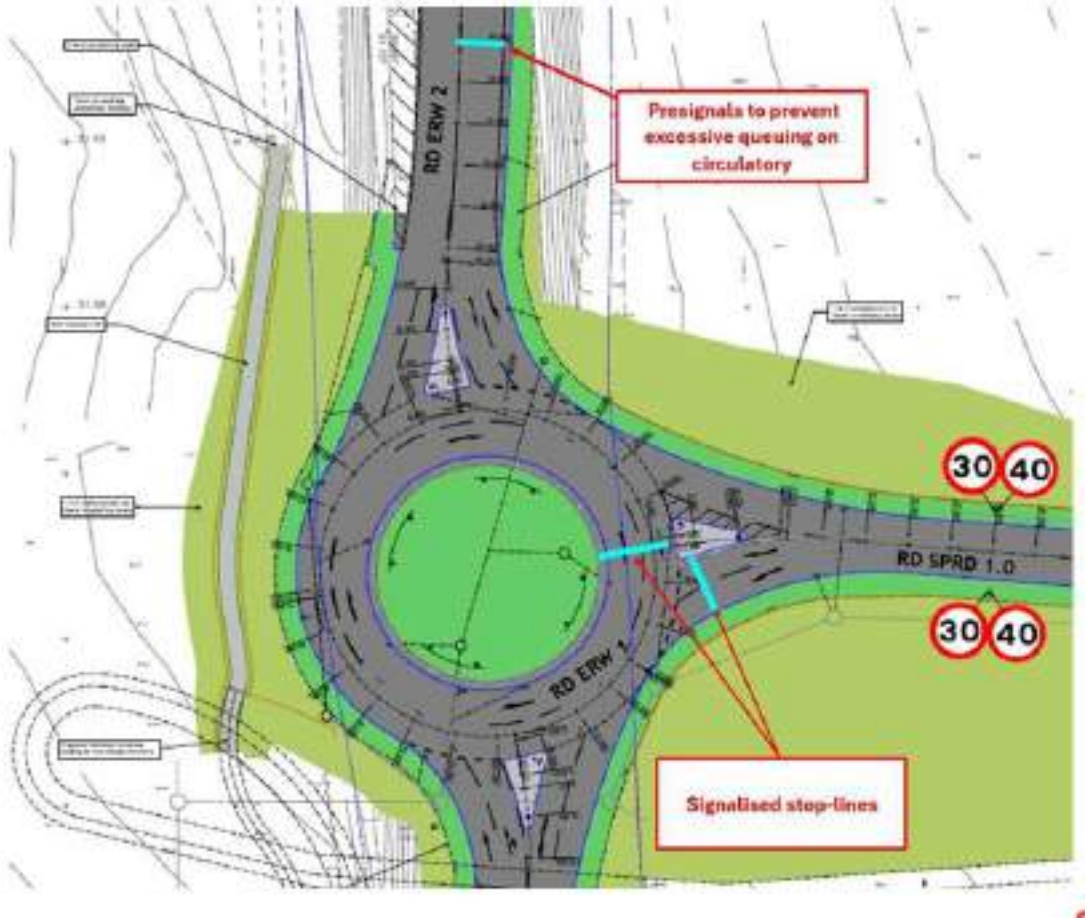


Figure 1.3: Indicative Layout of Partially Signalised Access 2

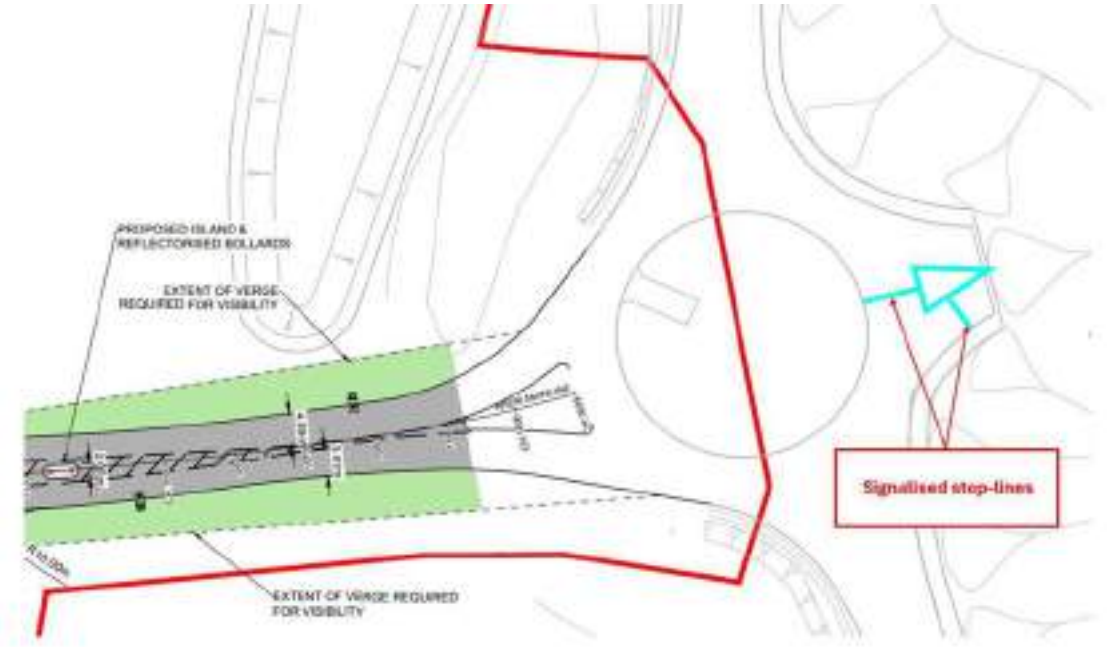


Figure 1.4: Indicative Layout of Partially Signalised Access 9

Figure 1.5: Indicative Layout of Partially Signalised Access 11

Funding Method

1.11 A high-level estimate, provided by ECC proposes a budget of £3.5M (in 2024 prices), based on the following assumptions:

- Partial signalisation of 3 roundabouts: £1.5M
- Bus lane and bus gate at access 11: £0.75M
- Provision of 3 new bus gates: £0.75M
- Relocation of 2 bus gates: £0.5M

1.12 The works would be funded through a draw down from CIL and then implemented in accordance with the governance process described in **Appendix C.**

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:

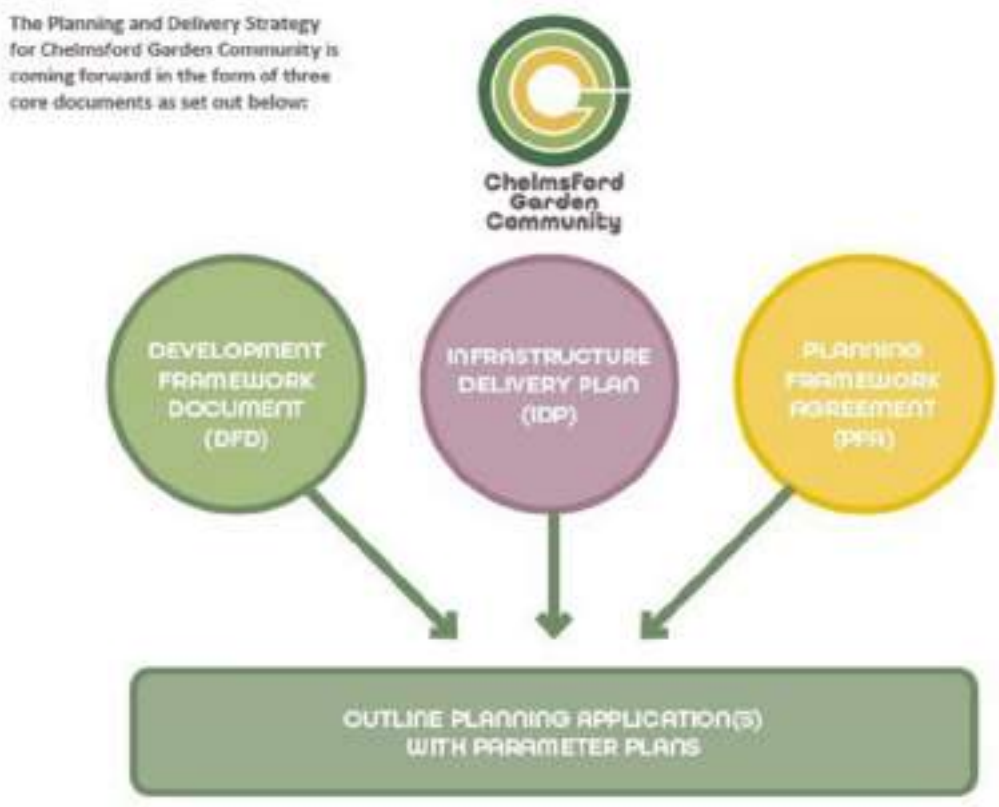
- **DFD:** which provides a comprehensive framework for delivering the CGC which will guide and inform the planning applications within the CGC area and ensure that the overarching vision is delivered in a cohesive and comprehensively planned manner within the plan period to 2036 and beyond.
- **IDP:** 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**

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Project Reference: 2105-071/TN/23

Technical Note 23 – Safe Routes to School Specification

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1 Introduction

1.1 This Technical Note (TN) has been prepared by Transport Planning Associates (TPA) on behalf of Ptarmigan Chelmsford A Limited to set out the proposed specification for Safe Routes to School (SRTS) that should be available to users in advance of the delivery of the All-Through School at Park Farm.

1.2 This TN specifically relates to routes between the Chelmsford Garden Community (CGC) and The Beaulieu Park School and Beaulieu Park Primary School. Routes to Chelmer Valley High School are to be addressed separately.

1.3 This TN has been prepared with reference to the following documents as appropriate:

- Chelmsford City Council (CCC) Feedback Note titled *'Specification for Active Travel Routes to Chelmer Valley High School & The Beaulieu Park School and Beaulieu Primary School'* (dated 29 January 2025);
- Essex County Council (ECC) Note titled *'Chelmsford Garden Community – Active Travel Route to The Beaulieu Park School and Beaulieu Park Primary School'* (received 05 January 2025);
- 'Inclusive Mobility', published by Department for Transport (DfT) in December 2021;
- Road Safety GB guidance document *'Assessment of Walked Routes to School'* (dated April 2011); and
- ECC's Education Transport Policy.

Policy

1.4 ECC's Education Transport Policy sets out that:

> *"Essex County Council, in accordance with its statutory duty, will provide free home to school transport for children of compulsory school age to the nearest available school for their home address who meet the 'qualifying distance' criteria which are:*
>
> - *2 miles or more for children below the age of eight*
> - *3 miles or more for children aged eight and above"*

1.5 It goes on to state that:

> *"Essex County Council will measure using the shortest road route to calculate distances to establish which is the nearest school to a child's home address.*
>
> *Thereafter, the shortest available walking route is measured to calculate the distance to the nearest school, to determine whether the qualifying distance is met for an entitlement to transport.*
>
> *The legal definition of an 'available walking route' is a route along which a child, accompanied as necessary, can walk and walk with reasonable safety to school"*

1.6 It should be noted that SRTS relates solely to walking. Whilst the ECC Education Transport Policy includes an option for a cycle allowance, this is only for those that are deemed eligible for free transport. The assessment of whether children are eligible relates solely to the walking routes, as set out above.

1.7 The walking distance to The Beaulieu Park School and Beaulieu Park Primary School have been considered as part of previous discussions and are therefore not repeated here. This TN therefore focuses on the necessary specification that would be considered an 'available walking route' in line with the above policy.

2 'Available Walking Route' Specification

2.1 ECC's Education Transport Policy sets out that:

> *"Where a parent/carer wishes to challenge the availability of a walking route (having been refused transport to the nearest qualifying school because it is under the relevant distance threshold for transport entitlement), they may do so in writing, outlining their concerns to the Education Awards Team.*

Routes are then inspected by officers of the County Council using the 'Road Safety GB Guidelines on Assessment of Walked Routes to School'…"

2.2 It is therefore considered appropriate that Road Safety GB guidance document *'Assessment of Walked Routes to School'* is applied to set the required specification for SRTS. The full guide is not repeated here, although a summary of the most pertinent points is provided below.

Road Safety GB Guidance

2.3 Routes are to be assessed in line with the following flow chart:

2.4 Some key definitions are summarised below. The full definitions are included within the Road Safety GB guidance document.

- **Available Route** – *"…any highway or public right of way that is maintained by the Local Authority…This includes roads, surfaced or un-surfaced, footpaths, bridleways or public land."*
- **Footway –** *"A footway or roadside strip is one that is of adequate usable walking width for the circumstances."*
- **Sight Lines –** *"…For a route to be non-hazardous:*
  - *lines of sight for a pedestrian must be enough for them to see oncoming vehicles and have sufficient time to safely take avoiding action…*
  - *lines of sight for a driver (measured from a height of 1.05m) must be enough for them to see pedestrians walking along the carriageway and have sufficient time to safely take avoiding action at whatever speed they are travelling…"*
- **Step off** – *"A "step off" is where pedestrians can step clear of the roadway onto a reasonably even and firm surface such as a roadside verge."*
- **Street Lighting** – *"On its own the absence of street lighting does not make a route unsafe."*

2.5 A number of 'Points to Consider' in assessing the safety of a walking route are set out in the Road Safety GB guidance document. Some key considerations are summarised below.

- *"When assessing the safety of an "available route", only the potential risk created by traffic, the highway and topographical conditions should be considered".*
- *"It is assumed that children are accompanied as necessary by a responsible parent or carer".*
- *"A footway, roadside strip of reasonable width and condition, a public footpath or bridleway will all normally be assumed to provide an available route for that part of the journey".*
- *"On a road with light traffic flow a verge that can be stepped on by a child and accompanying parent when traffic is passing can normally be assumed to provide an available route. This is known as a "step off"."*
- *"Where roads need to be crossed, the availability of crossing facilities such as central refuges, pedestrian crossings or traffic signals should be taken into consideration. Where no crossing facilities exist the risk assessment of the route should include consideration of each road crossing, bearing in mind traffic speed and flows, sight lines etc."*
- *"If there is a need to cross roads there must also be:*
  - *sufficient gaps in the traffic flow and sight lines to allow enough opportunities to cross safely. The gap time analysis should be used where necessary*

    or

  - *Crossing facilities eg, zebra, pelican, puffin crossing etc*
  - *Pedestrian phase at traffic lights*
  - *School Crossing Patrol*
  - *pedestrians refuges"*

Proposed CGC SRTS Specification

2.6 It is proposed that the SRTS specification for the CGC follows the guidance set out by Road Safety GB, in line with ECC's Education Transport Policy. However, it is additionally proposed that the following clarifications are included within the specification:

- **Footways**
  - In line with DfT's 'Inclusive Mobility', a footway will be considered 'of adequate usable walking width' if it provides a minimum width of 1.5m, which is sufficient for a wheelchair user and walker to pass. This can be reduced to an absolute minimum of 1m over a maximum length of 6m, where obstacles exist (e.g. lamp columns, sign posts etc.).
  - Footways shall provide an unobstructed height above the surface level of 2.3m.
- **Crossings**
  - In line with Road Safety GB's guidance, "*Where the two way (one way of a dual carriageway) traffic flow is below 240 vehicles per hour the road is assessed as safe to cross.*".
  - Where the two way traffic flow is above 240 vehicles per hour, *"…there must be:-*
    - *Sufficient gaps in the traffic flow and sight lines to allow enough opportunities to cross safely. or*
    - *Crossing facilities (eg zebra, pelican crossings)*
    - *Pedestrian phase at traffic lights (including necessary refuges)*
    - *School Crossing Patrol*
    - *Pedestrian refuges"*

2.7 With reference to the above, the proposed SRTS can be separated into the following broad sections:

- **Within the CGC**
  - The proposed SRTS within the CGC each provide footways at least 1.5m wide (generally at least 2m wide).
  - Internal roads within the CGC are not expected to exceed 240 vehicles per hour and can therefore be deemed 'safe to cross'.
  - SRTS will use proposed signalised crossing facilities to cross the Northern Radial Distributor Road.
- **Within Channels**
  - The proposed SRTS within Channels each provide footways at least 1.5m wide (generally 2m wide).
  - Internal roads within Channels are not expected to exceed 240 vehicles per hour and can therefore be deemed 'safe to cross'.
- **Crossing the Southern Radial Distributor Road (SRDR)**
  - The SRDR is expected to exceed 240 vehicles per hour.
  - The proposed SRTS use either existing or proposed signalised crossing facilities to cross the SRDR.
- **Within Beaulieu**
  - The proposed SRTS within Beaulieu each provide footways at least 1.5m wide (generally 2m wide).
  - Internal roads within Beaulieu are not expected to exceed 240 vehicles per hour and can therefore be deemed 'safe to cross'.

Document Management

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CGC CONSORTIA
CHELMSFORD GARDEN COMMUNITY
CHELMSFORD

CGC BUS STRATEGY FINAL - PREPARED WITH TPA AND SLR

APRIL 2025

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PREPARED WITH TPA AND SLR

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CGC Consortia

Chelmsford Garden Community

Chelmsford

CGC Bus Strategy FINAL - Prepared with TPA and SLR

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APPENDIX D: Bus Stop Locations Zones 1 and 3

APPENDIX E: Zone 2 RDR ACCESS (Source Zone 2 TA ADDENDUM)

1 Introduction

1.1 This document is the final Bus Strategy for the Chelmsford Garden Community (CGC), which has been prepared by Mayer Brown Limited in collaboration with the Consultants for Zones 1 and 3.

1.2 The objective of the CGC Bus Strategy is to demonstrate how a comprehensive network of bus services will be implemented in alignment of the progression of the Chelmsford Garden Community. The strategy has been developed, to accord with the Key Objectives defined by ECC and CCC and the subsequent discussions and ensures that each Mobility Hub within the CGC is connected to key destinations, including Beaulieu Station, Broomfield Hospital, and Chelmsford City Centre.

1.3 Consistent with other S106 Agreements the Bus Strategy would be appended to the S106 Agreements for Zones 1, 2 and 3, together with the PFA, providing a reference to the requirements of each Zone in terms of implementing the Bus Strategy.

1.4 The Bus Specification contains;

- In Section 2 – An Executive Summary
- In Section 3 – A summary of the discussions with ECC and CCC and references to where responses to points raised are contained within the submission
- In Section 4 - The final proposals for the bus services, at each stage of the development, which explains:
    - At what point in the CGC implementation timeline, the service would be provided.
    - The Service details in terms of frequency of buses, external and internal connections.
- In Section 5 – Explanation of plans of the services referenced in Section 4 and contained in Appendix B.
- In Section 6 – The proposals for Parcel CH/7
- In Section 7 – Demonstration of how the services would be procured, including the guarantee period for each service.
- In Section 8 – Explains how the services accord with the requirements for stops within 400m of each dwelling.

2 Executive Summary

2.1 The CGC Bus Strategy has been developed by the Consortia, with the benefit of detailed input from First (the major local bus operator), the experiences from the implementation of Bus Services at Beaulieu and Channels and the input and commentary of ECC and CCC, pursuant to the ECC Paper which set out the key deliverables of the Bus Specification.

2.2 The proposed Bus Service grows in line with the delivery of the Housing and other uses within the Chelmsford Garden Community with a final network as shown in **Figure 2.1.**

2.3 In this final network, each Mobility Hub within the CGC has a connection to Beaulieu Station, Broomfield Hospital and Chelmsford City Centre and Railway Station, in accordance with the Key Deliverables.

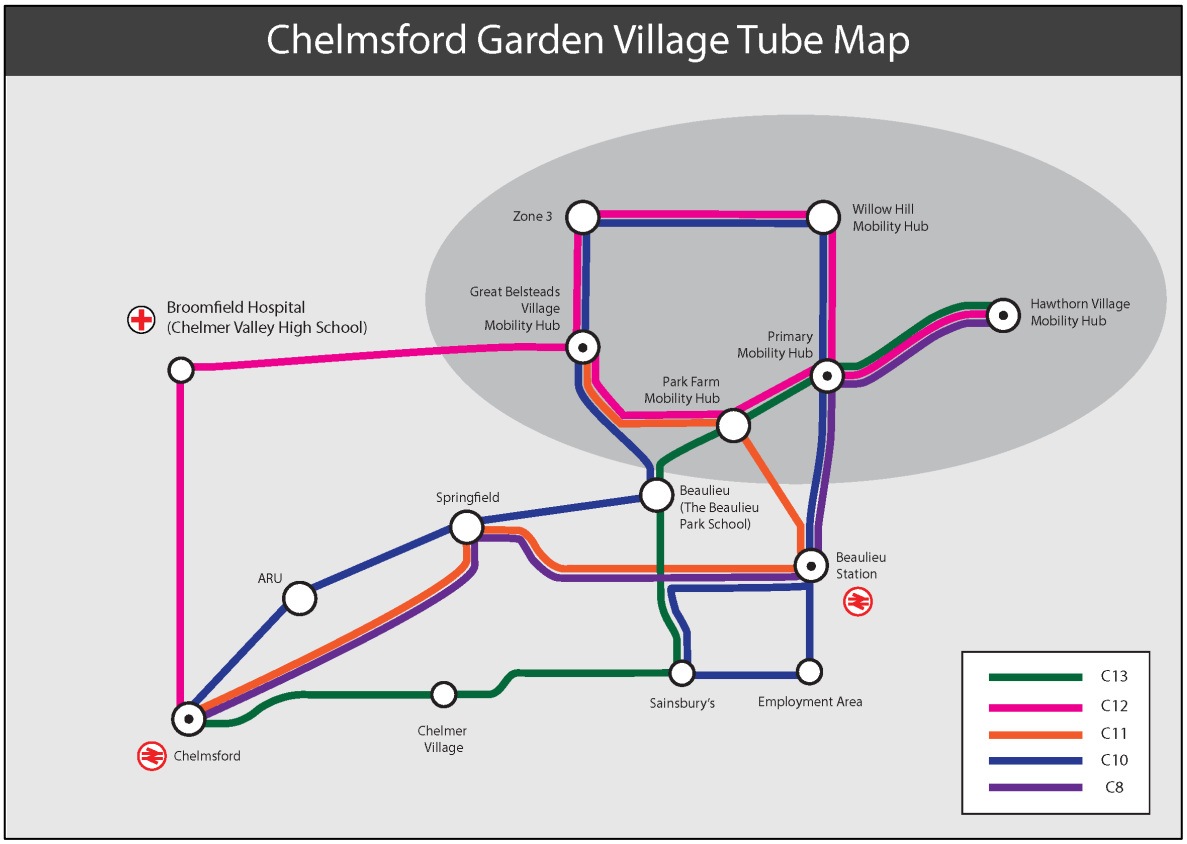

Figure 2.1: Chelmsford Garden Village Final Bus Strategy

2.4 The underpinning point of the Bus Strategy is that it uses the valuable lessons in marketing and incentives from the Beaulieu consent, to provide a network that is considered that will be commercially viable at the end of the subsidy period and therefore operating on a lasting basis for residents.

Development of the Bus Service

2.5 The Service will be expanded over the course of the build out of the CGC. **Table 2.1** shows the responsibility for each Zone in terms of the procurement of the relevant services.

2.6 In particular;

- The Specification includes for extended subsidy periods in the initial Stages of implementation allowing for the period of time for the Minerals Extraction to be completed and the development within the Minerals Extraction Area to come forward
- A review at the start of Stages 3 and 4, to allow for any pragmatic changes that could be accommodated to be provided.

2.7 The estimate of the requirements for revenue support as the bus strategy develops has used cautious estimates for the purpose of ensuring that the caps in the S106 Agreements allow for sufficient support for the Bus Services in the guarantee period.

Service Period	Duration of Subsidy Period	Zone Procuring Service – N/O – Not Operational					
		C10	C12	C8	C11	C13	Shuttle Services
Stage 1	18 months	Zone 1	N/O	N/O	N/O	N/O	Zone 1/3 – Zone 3 Zone 2 nth – Zone 2
Stage 2 Part 1	4 years	Zone 1	N/O	Introduced in Period Zone 2	N/O	N/O	
Stage 2 Part 2	5 years	Zone 1	Zone 3	Zone 2	N/O	N/O	
Updated Bus Strategy submitted to ECC/CCC showing proposed revisions to Bus Strategy to be delivered in Stage 3, within the S106 Cap (For example allowing for the effect of Electric Buses)							
Stage 3 Part 1	3 years	Zone 2	Zone 2	Zone 2	N/O	N/O	
Stage 3 Part 2	2 years	Zone 2	Zone 2	Zone 2	Zone 2	N/O	
Updated Bus Strategy submitted to ECC/CCC showing proposed revisions to Bus Strategy to be delivered in Stage 4, within the S106 Cap (For example allowing for the effect of Electric Buses)							
Stage 4 Part 1	5 years	Zone 2	Zone 2	Zone 2	Zone 2	N/O	
Stage 4 Part 2	3 years	End of subsidy period	End of subsidy period	End of subsidy period	End of subsidy period	Zone 2	
Total Support Duration	**23.5 years**						

Table 2.1: Bus Strategy Table 4.1 - Details of Procurement of Bus Services – Note N/O means not operating in this Stage

3 Summary of Discussions with ECC and CCC

3.1 The previous submission dated November 2024, was issued on 22nd November, pursuant to further discussions in relation to the matters below;

- The ECC document CGV Bus Network Key Expectations
- The Consortia response dated 5th August 2024 and
- The final adjudication by CCC of the outstanding matters, in their email of the 11th of September 2024.

3.2 The CCC adjudication position on final matters of the 11th September 2024 is repeated in **Table 3.1**, together with the Consortia response;

CCC Point	Consortia Response	Reference
<u>*Maintenance of the Ringfenced Value*</u> *Following further discussion and review of the Mayer Brown, we accept the approach based upon the following:* • *The s106 Agreement needs to clearly specify the funding cap, which has been committed to delivery of the bus strategy.* • *The Transport Review Group (the detail and format of which is to be clearly set out in the PFA), needs to have sight of expenditure on the bus strategy, throughout the delivery of the Garden Community, on the basis that the expenditure will be 'capped' as the Consortium require.* • *Should the Consortium deliver the bus strategy without spending the full amount allocated, they should only be able to keep the remainder, if they have met / are meeting their modal share target; should, based on monitoring work, this not prove the case, then the remaining funding should be available for the Transport Review Group to allocate to measures to increase the sustainable mode share, which could of course, include further spending on buses.*	As set out in Section 7 of this report, the S106 Agreements will define the funding caps for each Zone, consistent with the IDP. The S106 Agreements as explained in Section 7 will contain the requirements for reporting on the performance of the Bus Services throughout the implementation of the S106 Agreement. The funding provided as a result of the Monitor and Manage proposals, represents the contingency if the Modal Share Targets are not being met. However, the standard agreements with the bus operator do allow for example additional incentives to be provided if the Modal Share Targets would not being met.	Refer to Section 7
<u>*Journey Times to Chelmsford City Centre*</u> *Concerns were initially expressed that the journey time from Hawthorn Village was likely to make the bus journey an unattractive option compared to the car. The journey time from Park Farm, where the largest of all the village centres is accommodated, also seemed quite lengthy. We queried whether there was scope to introduce an express service from Hawthorn Village and potentially Park Farm, by possibly removing stops on route to the city centre during the peak period, to reduce journey times, and make the service a more attractive option for residents to use.* *The Mayer Brown technical note demonstrates that it would be possible to follow the approach adopted at Beaulieu and Channels, to include a direct service which provides a stopping service within the development itself then runs non-stop to Chelmsford city centre during peak periods. The bus strategy includes for a direct service in Stage 4 Part 2, within the s106 cap.*	As stated within the submission in Section 4, there will be a review of the Bus Specification at the start of Stages 3 and 4. This will allow for consideration of limited stop services.	Section 4
<u>*Left and Right Turn Access In & Out of Zone 2*</u> *The Mayer Brown technical note confirms how it would be impractical to run a bus service directly from the initial southern residential parcel within Zone 2 to the Beaulieu Neighbourhood Centre. The proposed strategy allows for the creation of an active travel route to Remembrance Avenue to enable residents to use the C9 stops on this street and an extension of the C8 service to serve the southern residential parcel within Zone 2.*	This is addressed in the TA Addendum for Zone 2, which demonstrates how the land proposed to be provided within the adopted boundary could be used for a future right out, if proposed by ECC.	See Appendix E.

The junction would be designed to allow for a left-in and left-out access as well as provision for a right -in access. The provision of a right-out access is not required to enable delivery of the bus service set out in the submitted bus strategy, however, to enable its provision at a future date, should the County deem it necessary, a plan is to be provided demonstrating how the junction could physically be delivered and the required land safeguarded to enable its future provision by the County Council, at its own cost should it so wish. *I hope this now clarifies the position, and the bus strategy can be updated accordingly. The next steps would be to agree the triggers for delivery of the phased bus strategy.*		

Table 3.1: Position regarding the CCC Adjudication of Final Matters 11th of September 2024

3.3 Further to the issue of the Bus Strategy on the 22nd November 2024;

- ECC Issued a response on the 3rd December 2024 - Chelmsford Garden Village ECC IPTU Response to Draft Bus Strategy 22nd November 2024.
- A separate estimate of Revenue and Costs was provided (in confidence) to confirm the subsidy requirements.
- ECC issued a further response 20th December 2024 - IPTU Response to Bus Subsidy Plan by Developers of Chelmsford Garden Village
- Consortia clarified the position in relation to Bus Services to Sainsbury's in a paper issued 25th January 2025.

3.4 The ECC responses of the 3rd December 2024 and 20th December 2024, together with the Consortia paper of the 25th January 2025 are contained in **Appendix A.**

3.5 CCC in their email of 30th January 2025 advised;

We are willing to accept the Bus Strategy as revised, subject to clarification of a few points, which Billy/Richard will set out in a separate email and noting the content of Ian's paper 'Bus Strategy Connection to Sainsburys'.

Following satisfactory clarification of the points, the Bus Strategy will need updating to capture the matters contained within this paper and the contents of Technical Note 16 – Domsey Lane Link. The technical note sets out the rationale for dispensing with the bus gate at crossing 2 on Domsey Lane and details the measures to be implemented within Parcel CH-7, acknowledging that circa 77 dwellings likely to be accommodated within this zone would be more than a 400m walking distance from the nearest serviced bus stop. Dwellings within this parcel, in addition to the provision of a free one-year bus pass, are to be offered one or more of the following: free bus passes, car club credits and / or active travel vouchers.

3.6 ECC provided final comments, with their email of the 31st January 2025. A Summary of the Points Raised and how they are addressed are contained in **Table 3.2.**

ECC Point	Consortia Response	Reference
Point 1 - In our view the proposal goes some way toward addressing the issues and we welcome this. If Chelmsford City Council are minded to accept the proposals, the IPTU would not object to them doing so, provided they do so with full knowledge of the opportunity costs involved.	CCC have been provided on a confidential basis the detailed estimate of costs and revenue derived from the model discussed with First. These have then been used to define the indexed linked caps for each of Zones 1, 2 and 3 related to the services they are proposed to provide	Section 7
Point 2 - To this end the proposals would meet many of the issues we have raised but will only fully do so if both C9 & C10 operate. This would still leave 10-15 years (although C9 appears to be a commitment from opening of BPS – but may be withdrawn to pay for the C13). Future scenario C13 could serve the Chelmer Village requirement, but still only 10-15 years down the line and then only if there is funding available.	This point relates to a connection to the Sainsbury's on White Hart Lane and future connections to Chelmer. The C9 extension to Beaulieu Station is part of the Bus Strategy for the consented Beaulieu scheme and is due to come into effect in the Autumn of 2025 when the station opens. The discussions with First are for this to be extended in a loop connecting to the Sainsbury's and the employment area served from Colchester Road. The practical point here is that this is not a requirement of the Beaulieu consent, but a practical proposal which the Operator is content to take forward. In that respect considerable weight should be applied to this continuing and the same routing being applied to the C10. The proposals include for a review at the commencement of Stages 3 and 4 when the Bus Services could be amended within the confines of the agreed funding cap. This is shown in the Stage 3 and 4 Plans.	Section 4
Point 3 - We would prefer to see these propose strategy revisions incorporated within the main strategy and documented a lot more clearly to explain what will be delivered and when. We also prefer that a plan B is developed for a service network if the development does not progress as fast as predicted to help reduce the risk of loss of service. We would suggest this may require an additional reserve funding pot (bond) or it may mean a contractual agreement with First that they would honour the agreement.	Section 4 sets out when each service will be provided and the details Section 7 sets out the procurement process and how this represents a conservative proposal	Sections 4 and 7

Table 3.2: Response to ECC Final comments 31st January 2025

3.7 In Conclusion, it is considered that all comments in relation to the Bus Strategy have been pragmatically addressed.

4 Service Details

4.1 As stated in Section 1, the services have been developed, consistent with the growth of the CGC, with the plans contained in **Appendix B.** The stages are described below.

- Stage 1 - Initial Development for Zones 1 and 3 prior to the provision of internal connections between Channels and Zone 1, which would allow bus services from Channels to be connected to the northern section of Zone 1 and Zone 3 and Initial development in Zone 2.
- Stage 2 (Parts 1 and 2) - Development prior to the completion of the Park Farm Minerals Extraction and Restoration completion and the linkages provided between Zone 1, 3 and Zone 2
- Stage 3 - Development on Zone 2 (Park Farm) which includes for linkages north to south suitable for buses.
- Stage 4 - Development east of the CNEB further to the completion of Minerals Extraction and Restoration in Hawthorn Village.

4.2 Further to ongoing discussions with ECC and CCC, it has been agreed that within the confines of the agreed S106 Caps, the Bus Strategy will be updated at the commencement of Stages 3 and 4.

4.3 The parameters for the update to the Bus Strategy will be informed by;

- Ridership Details of the Bus Services that have been implemented during Stages 1 and 2
- The findings of the Travel Plan Monitoring in terms of views in relation to the Bus Services, for example destinations served, frequency, reliability etc
- Views within the S106 Cap on the Bus Specification provided by the Operator and ITPU in terms of Bus Connections

4.4 This will allow any revisions to be considered within the confines of the agreed cap on the expenditure on the services in each Stages 3 and 4.

Housing Build out Related to each Stage of the Bus Specification

The approximate housing build out in each Zone is shown in **Table 4.1.**

Zone	Land Use Type	Period 1 – Stage 1 – Table 2.2 - Initial Occupations	Period 2 – Stage 2 – Table 2.3 – Development Prior to completion of Park Farm Mineral Extraction and Restoration	Period 3 – Stage 3 – Table 2.4 – Introduction of Park Farm Development	Period 4 – Stage 4 – Completed Development
1	Residential – Completed Development at each Stage of Bus Service Introduction	Approx 100	Approx 1400 dwellings	Final dwellings	
2	Residential Completed Development at each Stage of Bus Service Introduction	Possible early occupations	Approx 500 dwellings	Approx 1300 dwellings	1700 dwellings
3	Residential Completed Development at each Stage of Bus Service Introduction	Approx 190	Approximately 1050 dwellings	Final dwellings	
Total approximate dwellings in place at the completion of each stage of the bus service introduction		Approximately 290 dwellings	Approximately 3200 dwellings	Approximately 4500 dwellings	6250 dwellings

Table 4.1. Approximate Quantum of Development coming forward in each Stage of the Bus Service Implementation

Service Proposals

4.5 **Tables 4.2** to 4**.5** shows the different stages of the proposals.

The Tables are coloured:

Service introduced at this Stage.

Service in place from previous Stage.

Revision to service in place from previous stage

Service	Destination Served	Service Frequency	S106 Proposal
Shuttle Service Zone 1 and 3	Chelmsford City Centre and ARU	Monday to Friday 1 per hour Saturday·1 per hour Sunday 1 per hour	Required prior to initial occupations
Initial C10 Extension to Lower Section of Zone 1 or Shuttle Service	Chelmsford City Centre to Beaulieu - Channels – Zone 1 south	Existing C10 frequency or Monday to Friday 1 per hour Saturday·1 per hour Sunday 1 per hour	Required prior to initial occupations of relevant phase
Southern Section of Zone 2 served by Bus Stops on Remembrance Avenue	Beaulieu Station, Springfield Chelmsford City Centre	Existing C9 Frequency	Stops in place prior to initial occupations of phase
Shuttle Service Zone 2 Northern Section to Beaulieu Station	Beaulieu Station	Monday to Friday 1 per hour	Required prior to initial occupations of phase

Table 4.2: Proposed Services for 1st occupations – see reference Stage 1 Plan

Service	Destination Served	Service Frequency	S106 Proposal
C10 Extension to Zone 3 and northern section of Zone 2	Chelmsford City Centre to Beaulieu -Channels – Zone 1 – Zone 3 – Northern Zone 2 and Beaulieu Station	Monday to Friday 3 per hour Saturday·2 per hour Sunday 1 per hour	Required prior to early occupations Zone 1,3 and northern parcel of Zone 2
Southern Section of Zone 2 served by Bus Stops on Remembrance Avenue	Beaulieu Station, Springfield Chelmsford City Centre	Existing C9 Frequency	Stops in place prior to initial occupations of phase

Table 4.3 Proposed Services for 2nd Stage of Development prior to completion of Park Farm restoration (Part 1)

see reference Stage 2 Plan Part 1 – See Paragraph *4.6* in relation to connections to Broomfield Hospital at this stage

Service	Destinations Served	Service Frequency	S106 Proposal
C10 Extension to Zone 3 and northern section of Zone 2	Chelmsford City Centre to Beaulieu -Channels – Zone 1 – Zone 3 – Northern Zone 2 and Beaulieu Station	Monday to Friday 3 per hour Saturday·2 per hour Sunday 2 per hour	Implemented Stage 2 Part 1
C8 Extension to Southern Section of Zone 2	Beaulieu Station, Springfield Chelmsford City Centre	Monday to Friday 2 per hour Saturday·1 per hour Sunday 1 per hour	Implemented Stage 2 Part 1
Initial Phase of C12 Service (extension of C1)	Chelmsford City Centre – Broomfield Hospital – Zone 3 Zone 1	Monday to Friday peak 2 per hour Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Required prior to mid occupations in Zone 1 and 3

Table 4.4: Proposed Services for 2nd Stage of Development prior to completion of Park Farm restoration (Part 2) – see reference Stage 2 Plan Part 2

Proposed Services Subject to Stage 3 review

Service	Destinations Served	Service Frequency	S106 Proposal
C10 Extended through site serving Willow Hill Extension	Chelmsford City Centre to Beaulieu -Channels – Zone 1 – Zone 3 – Northern Zone 2 and Beaulieu Station	Monday to Friday 3 per hour Saturday·2 per hour Sunday 2 per hour	Implemented on provision of internal route from NRDR to RDR
C8 Extension to Primary Hub	Beaulieu Station, Springfield Chelmsford City Centre	Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Extended on opening of primary hub or defined occupations
Extension of C12 Service to Primary Hub	Chelmsford City Centre – Broomfield Hospital – Zone 3 Zone 1 – Zone 2 Primary Hub	Monday to Friday peak 3 per hour Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Extended on opening of primary hub or defined occupations

Table 4.5: Proposed Services for 3rd Stage Part 1 of Development following completion of Park Farm restoration – see reference Stage 3 Part 1 Plan

Service	Destinations Served	Service Frequency	S106 Proposal
C10 Extended through site serving Willow Hill Extension	Chelmsford City Centre to Beaulieu - Channels – Zone 1 – Zone 3 – Northern Zone 2 and Beaulieu Station	Monday to Friday 3 per hour Saturday·2 per hour Sunday 2 per hour	Implemented on provision of internal route from NRDR to RDR
C8 Extension to Primary Hub	Beaulieu Station, Springfield Chelmsford City Centre	Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Extended prior to opening of primary hub or defined occupations
C11 Extension to Zone 1 Mobility Hub	Beaulieu Station, Springfield Chelmsford City Centre	Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Implemented with links between Zones 2 and 1
Extension of C12 Service to Primary Hub via Park Farm	Chelmsford City Centre – Broomfield Hospital – Zone 3 Zone 1 – Zone 2 Primary Hub	Monday to Friday peak 4 per hour Monday to Friday 2 per hour Saturday·2 per hour Sunday 2 per hour	Implemented prior to opening of primary hub

Table 4.6: Proposed Services for 3rd Stage Part 2 of Development following completion of Park Farm restoration – see reference Stage 3 Part 2 Plan

Proposed Services Subject to Stage 4 review

Service	Destinations Served	Service Frequency	S106 Proposal
C10 Extended through site serving Willow Hill	Chelmsford City Centre to Beaulieu -Channels – Zone 1 – Zone 3 – Northern Zone 2 and Beaulieu Station	Monday to Friday 3 per hour Saturday·2 per hour Sunday 2 per hour	Implemented Stage 3
C8 Extension to Hawthorn Village	Beaulieu Station, Springfield Chelmsford City Centre	Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Implemented prior to initial occupations within Hawthorn Village
C11 Extension to Zone 1 Mobilty Hub	Beaulieu Station, Springfield Chelmsford City Centre	Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Implemented Stage 3
Extension of C12 to Hawthorn Village	Hawthorn Village – Primary Hub – Zone 1/3 – Broomfield Hospital - City Centre	Monday to Friday Peak Periods 4 per hour Monday to Friday Off-Peak 2 per hour Saturday·2 per hour Sunday 1 per hour	Implemented prior to early occupations within Hawthorn Village

Table 4.7: Proposed Services for 4th Stage Part 1 of Development following completion of Hawthorn Village restoration – see reference Stage 4 Plan Part 1

Service	Destinations Served	Service Frequency	S106 Proposal
C10 Extended through site serving Willow Hill	Chelmsford City Centre to Beaulieu -Channels – Zone 1 – Zone 3 – Northern Zone 2 and Beaulieu Station	Monday to Friday 3 per hour Saturday·2 per hour Sunday 2 per hour	Implemented Stage 3
C8 Extension to Hawthorn Village	Beaulieu Station, Springfield Chelmsford City Centre	Monday to Friday peak hours 3 per hour Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Implemented Stage 4 Part 1
C11 Extension to Zone 1 Mobility Hub	Beaulieu Station, Springfield Chelmsford City Centre	Monday to Friday 2 per hour Saturday·2 per hour Sunday 1 per hour	Implemented Stage 3
Extension of C12 to Hawthorn Village	Hawthorn Village – Primary Hub – Zone 1/3 – Broomfield Hospital - City Centre	Monday to Friday Peak Periods 4 per hour Monday to Friday Off-Peak 2 per hour Saturday·2 per hour Sunday 2 per hour	Implemented Stage 4 Part 1
C13 New Service	Chelmsford City Centre - Asda Superstore (Chemer Village) – Springfield Sainsburys (and employment area) – Beaulieu Neighbourhood Centre Station – Park Farm – Primary Hub – Hawthorn Village	Monday to Friday Peak Periods 2 per hour Saturday·2 per hour Sunday 1 per hour	Implemented Prior to mid-occupations within Hawthorn Village **– See Notes in Section 5**

Table 4.8: Proposed Services for 4th Stage Part 2 of Development following completion of Hawthorn Village restoration – see reference Stage 4 Plan Part 2

Service to Broomfield Hospital

4.6 The Site, Land North of Broomfield Hospital is an allocated site in the Chelmsford Local Plan with a requirement through the ECC application response to fund, what is described as an Alternative Transport Strategy. This means.

mitigation of the impact of Development traffic on B1008, primarily on provision of Park and Ride Shuttle Services to Broomfield Hospital from Chelmer Valley Park and Ride site and fare incentives to encourage staff, patients and visitors to use this service; and on alternative transport travel schemes in the vicinity of the Hospital as identified in the emerging Broomfield Neighbourhood Plan;

4.7 It would be proposed therefore to utilise this service in the first instance, as providing the connection from the CGV to Broomfield Hospital and on the expiry of funding to implement the C12 service.

5 Explanation of Plans Provided

5.1 In this Section we explain the plans provided, which reference the **Tables 2.2** to **2.5**

Stage 1 - Proposed Services for 1st occupations – see reference Stage 1 Plan

5.2 For the purpose of the initial occupations it is proposed to run a direct shuttle between Chelmsford City Centre (stopping at ARU) and the north-western parts of Zone 1 and 3, serving the same function as the C10 until such time as the main spine road through Zone 1 can be completed to enable the planned extension of the C10, at which point the shuttle bus would be removed.

5.3 A partial extension of the C10 service will provide services to the southern parcels of the Zone 1 development.

5.4 If required a shuttle service will be provided from the northern section of Zone 2 and new bus stops are to be provided on Remembrance Avenue for the initial occupations in the southern section of Zone 2.

Stage 2 – Part 1 and Part 2 - Proposed Services for 2nd Stage of Development prior to completion of Park Farm restoration

5.5 As can be seen from the Stage 2 Plans, the Minerals Extraction is taking place east of Domsey Lane. At this stage therefore there is no north to south linkage between the northern and southern sections of Zone 2 and the connection between Zone 1 and 3 to the railway station is using the NRDR and the CNEB Phase 1a.

5.6 In this stage therefore:

a) The C10 which provides a connection to Chelmsford City Centre will be extended to serve Zone 1 and 3 the northern section of Zone 2 and connecting to the new Beaulieu rail and bus interchange.

b) The southern section of Zone 2 will be served by the bus stops to be provided on Remembrance Avenue. The C8 service will be extended from the new Beaulieu Station in Stage 2 Part 2.

c) A new C12 service will be introduced, which from discussion with First would be an extension of the C1 service, this will provide a connection from Zone 3 and 1 to Broomfield Hospital and fast to Chelmsford City Centre.

Stage 3 – Part 1 and Part 2 – Following completion of Park Farm restoration

5.7 This Stage is when the Park Farm Minerals Extraction is completed, and this allows for.

- North to south connection through the Zone 2 development from the NRDR to the RDR
- Connection between Zone 2 and Zone 1

5.8 In these stages, therefore:

- The C10, C8 and C11 will be routed through the development.
- The C12 service will be extended to the Primary Hub providing connections from Zone 2 to Broomfield Hospital.

5.9 As stated a review will be undertaken prior to commencement of Stage 3, with the parameters described in Paragraph 4.3.

Stage 4 - Proposed Services for 4th Stage of Development following completion of Hawthorn Village restoration.

5.10 This is the final Stage when development east of the bypass comes forward.

5.11 In this stage, therefore:

- The C12 service will be extended to Hawthorn Village via the primary hub, Zone 1 and 3 to Broomfield Hospital, Chelmsford City Centre.
- The C8 services will be extended from the new Beaulieu Station to Hawthorn Village.
- In accordance with the capped S106 Agreement, a new service the C13 connecting Hawthorn Village to Beaulieu, Springfield, Chelmer and Chelmsford City Centre will be provided.

In Conclusion

5.12 The Bus Strategy provides a comprehensive network of Bus Services to the Key Destinations defined by ECC.

6 Treatment of Parcel CH/7

6.1 Discussions have been held with ECC and CCC regarding the crossing of Domsey Lane and the land constraints that exist in relation to the provision of a Bus Service for Parcel CH7 and the effect of the constraints would mean that the small parcel CH/7 would be further than 400 metres from a bus stop.

6.2 A Technical Note was submitted 'Technical Note 16 – Domsey Lane Link', which is contained as Appendix C, which considered the crossing of Domsey Lane.

Pursuant to the review of this Technical Note, CCC accepted that this parcel could be further than 400m from a bus stop, with alternative mitigation measures, which are described in the CCC email dated 24th October 2024, namely;

Further to last week's highways call, we have reviewed attached Technical Note 16 – Domsey Lane Link and we collectively agree that it is acceptable for the outline and detailed applications for Zones 1 and 3 to provide a link across Domsey Lane for active travel modes only (at the point labelled Domsey Lane Link in the note).

We are currently awaiting an updated CGC Bus Strategy however it is accepted that provision of the Domsey Lane Link for buses is not essential to achieving the overall movement strategy and targets for the CGC. Notwithstanding, the proposed additional mitigation measures in relation to Area CH7 of Zone 1 – free bus passes, car club credits, car club parking space and active travel vouchers are all welcomed and considered necessary as access to bus stops would be further than the target maximum walking distance for some, if not most dwellings proposed within this parcel.

Reference to the Domsey Lane Link should be made in the PFA2 and I will address this in my follow-on email regarding this document. The active travel route, will of course, be of material benefit to all three zones within the CGC. We await clarification of the 'necessary commitments, timings and interdependency details agreed between the consortia' (para. 4.3).

The drawings and Parameter Plans within the respective applications will need updating to reflect the change to an active travel route, so also any supporting documents, the Design and Access Statement and references within the ES to this route functioning as a bus link.

7 Procurement Proposal

7.1 The Bus Services explained in Sections 4 and 5 of this Specification will be procured by each Zone, in accordance with the details contained in **Table 7.1**. This sets out;

- The service
- The Stage in the implementation of the Bus Strategy
- The period of guaranteed subsidy

Service Period	Duration of Subsidy Period	Zone Procuring Service – N/O – Not Operational					
		C10	C12	C8	C11	C13	Shuttle Services
Stage 1	18 months	Zone 1	N/O	N/O	N/O	N/O	Zone 1/3 – Zone 3 Zone 2 nth – Zone 2
Stage 2 Part 1	4 years	Zone 1	N/O	Introduced in Period Zone 2	N/O	N/O	
Stage 2 Part 2	5 years	Zone 1	Zone 3	Zone 2	N/O	N/O	
Updated Bus Strategy submitted to ECC/CCC showing proposed revisions to Bus Strategy to be delivered in Stage 3, within the S106 Cap (For example allowing for the effect of Electric Buses)							
Stage 3 Part 1	3 years	Zone 2	Zone 2	Zone 2	N/O	N/O	
Stage 3 Part 2	2 years	Zone 2	Zone 2	Zone 2	Zone 2	N/O	
Updated Bus Strategy submitted to ECC/CCC showing proposed revisions to Bus Strategy to be delivered in Stage 4, within the S106 Cap (For example allowing for the effect of Electric Buses)							
Stage 4 Part 1	5 years	Zone 2	Zone 2	Zone 2	Zone 2	N/O	
Stage 4 Part 2	3 years	End of subsidy period	End of subsidy period	End of subsidy period	End of subsidy period	Zone 2	
Total Support Duration	**23.5 years**						

Table 7.1: Bus Strategy Table 4.1 - Details of Procurement of Bus Services – Note N/O means not operating in this Stage

7.2 **Table 7.1** defines the responsibilities for delivering the Bus Services and an overall cost of delivering the Bus Strategy has been identified in the IDP and is shown in **Table 7.2.**

Service	Overall Cost	Cost Apportionment		
		Zone 1	Zone 2	Zone 3
Stage 1 Shuttle Services	£577,610		£110,000	£467,610
Stages 2, 3 and 4	£8,780,947	£3,455,628	£3,293,720	£2,031,599
Stage 4 Zone 2	£4,328,391		£4,328,391	
total	£13,686,948	£3,455,628	£7,732,111	£2,499,209

Table 7.2: Overall IDP Bus Subsidy Costs and Apportionment by Zone

7.3 With reference to **Table 7.1**, it is noted that for Stages 3 and 4, it is proposed to Update the Bus Strategy, prior to the commencement of each stage, subject to the overall funding cap not being exceeded. This would allow pragmatic amendments to the services to be agreed, for example to take account of the implementation of electric buses.

7.4 It can be seen that the procurement proposal is logical, transparent and based upon tried experience, in particular.

- The Stage 1 and 2 services are guaranteed for a period of over 10 years, to ensure that the services a) have sufficient time to work towards commercial viability and b) they allow for a reasonable timeline for the Minerals Extraction and Restoration to be complete.
- The Stage 3 and Stage 4 services represent the most pragmatic specification for the services at this point through the input of all parties. However, there will be changes, notably the introduction of Electric Buses, service details may change at the Beaulieu Station and patterns of travel will change.
- Therefore, whilst the cost of procurement would remain capped, an update to the Stage 3 and Stage 4 Bus Services will be provided at the commencement of those stages of the Bus Strategy.

Forms of Agreement

7.5 It is It is normal and effective practice, for the S106 Agreement to define.

- The Specification for the Bus Service (Frequency by Time Period, Operating Hours, etc);
- The duration of the period where the service is guaranteed.
- The cap on the overall cost of providing the service, up to a point when there is a reasonable expectancy of the service becoming commercially viable.

7.6 Pursuant to discussions held with ECC and CCC, the S106 Agreements are proposed to include for additional reporting to be provided, in terms of.

- Contract Cost of Procuring each part of the Bus Specification.

- Annual or Bi-Annual reports on the performance of the service in terms of revenue against forecast revenue.
- Performance statistics, punctuality, service cancellations.

7.7 This information will be provided in a report to the Transport Review Group.

8 Bus Stops Within the Zone 1, 2 and 3 Applications

8.1 The Zone 1 and 3 planning applications are applying for the highway infrastructure elements in detail and the plans showing the location of the Bus Stops are contained in **Appendix D.**

8.2 Zone 2 will have a condition requiring the position and specification for Bus Stops.

8.3 Notwithstanding the above an overlay plan is shown indicating that the development network does allow for the development to be within 400m of a bus service. This is shown in **Figure 8.1**.

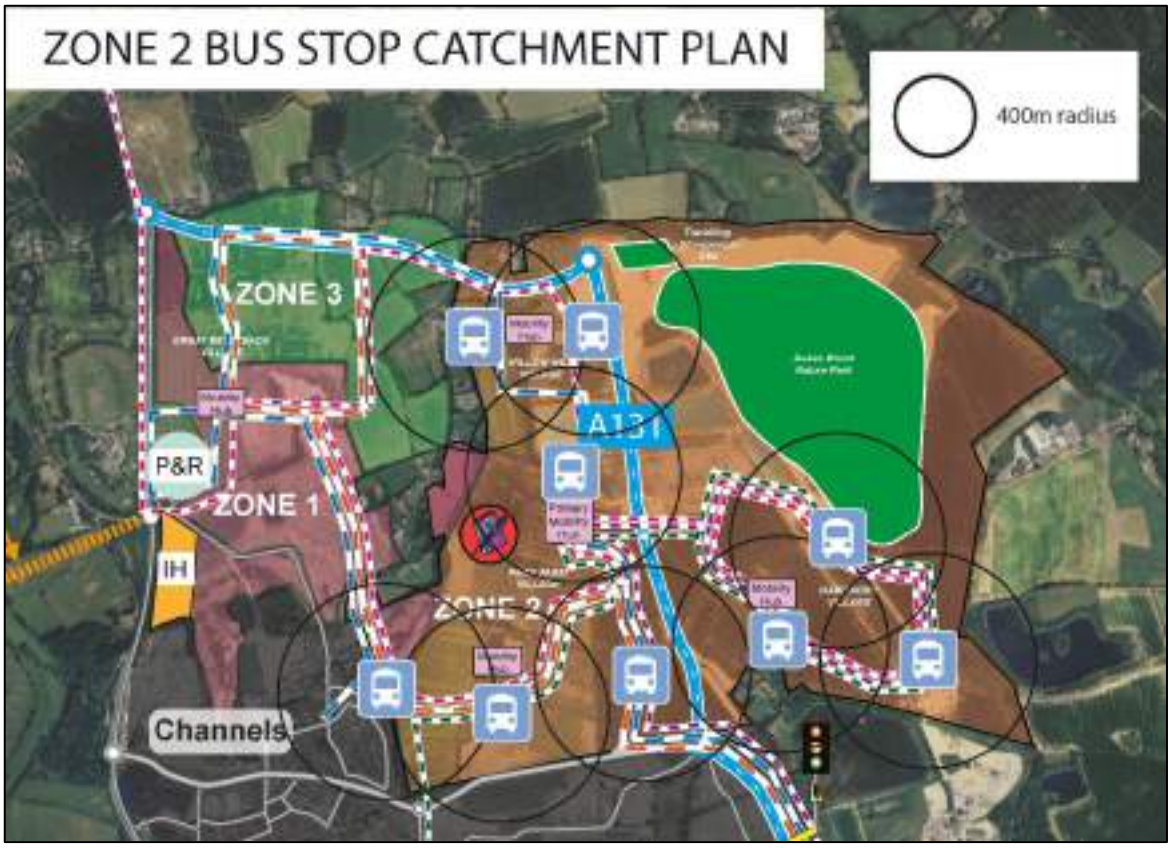

Figure 8.1: Zone 2 Bus Stop Plan

Chelmsford Garden Community

Site Wide Principles Document

The best of town & country,
the best of neighbourhoods & nature

A SHARED PLACE

JUNE 2024

THE TEAM

This Site Wide Principles (SWP) document has been created through collaboration between the Chelmsford Garden Community (CGC) Development Consortium, Chelmsford City Council and Essex County Council.

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CONTENTS

GLOSSARY OF INITIALISMS:

CCC	Chelmsford City Council
CGC	Chelmsford Garden Community
DDC	Detailed Design Code
DFD	Development Framework Document
ECC	Essex County Council
IDP	Infrastructure Delivery Plan
OPA	Outline Planning Application
PDG	Progress Delivery Group
PFA	Planning Framework Agreement
RMA	Reserved Matters Application
SWP	Site Wide Principles
ATR	Active Travel Route

1.0 INTRODUCTION AND CONTEXT

1.1 Introduction
1.2 Process
1.3 Site Wide Infrastructure
1.4 Interfaces between Zones and Linking Elements

2.0 LINKING ELEMENTS BETWEEN EACH OPA ZONE

2.1 Introduction
2.2 General Principles and Locations
2.3 Individual Linking Elements

APPENDICES

Appendix A Schedule of Revisions/Additions to the SWP
Appendix B Site-wide Land Use Plan
Appendix C Site-wide Illustrative Masterplan
Appendix D Delivery Coordination Compliance Tracker

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01.

INTRODUCTION AND CONTEXT

1.1 INTRODUCTION

BACKGROUND

Within the Chelmsford Local Plan (2020), Strategic Growth Site Policy 6 (SGS6) for Chelmsford Garden Community (CGC) 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 three interdependent core documents:

1. The Development Framework Document (DFD)
2. The Infrastructure Delivery Plan (IDP)
3. The Planning Framework Agreement (PFA)

These documents are supported by technical evidence-base, and exist to ensure design quality, delivery and long-term stewardship are addressed in a seamless, consistent, and comprehensive manner across CGC.

The Stage 2 Masterplan will comprise the three Outline Planning Applications (OPAs) submitted separately by the developers that make up the Consortium. The OPAs are required to be in broad conformity with the approved Stage 1 Masterplan (Application Ref. 22/00001/MAS).

Page 174-175 of the DFD establishes the intended process by which the Site Wide Principles Document (SWPD) and Detailed Design Codes (DDCs) will be produced for CGC. These processes are intended to ensure high quality site wide co-ordination on design across the OPA Zones. Information on the function of each stage is provided on the following pages.

SWPD PROCESS AND STATUS

The SWDP is the next step on from the DFD in the ongoing design and Masterplan process undertaken by the Consortium. The function of the SWPD, and its links to DDCs and Reserved Matters Applications (RMAs) are shown on the next page.

In accordance with the PFA, the SWPD is required to be agreed by CCC before the first DDC is submitted.

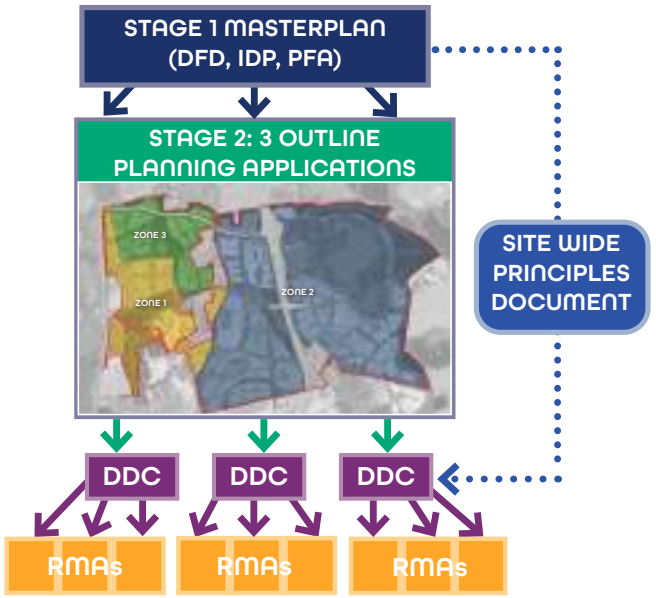
For the avoidance of doubt, the SWPD has no adopted planning status, and is not a validation requirement, but forms a material consideration, alongside the Stage 1 Masterplan, that will be used to assist Planning Officers during determination of DDCs and RMAs.

Subject to agreement on the SWPD, design proposals, in the form of emerging DDCs and RMAs, will then be consulted on through the forum of the Progress Delivery Group (PDG), and through standard public consultation as part of the planning application process. This consultation will take in to account the principles established within the SWPD.

Through the lifetime of the project there may on occasion be the need to update or augment certain sections of the SWPD – for example to allow for agreed progressive site wide changes identified by a DDC or designed at RMA stage. Such revisions will be agreed by all Consortium members through the PDG, will be recorded as a schedule of revisions appended to the SWPD, and will be kept to a minimum – being no more frequent than once every 12 months.

Despite this document's focus on consistency, it is important to note that there will be certain locations where, as part of a bespoke design solution responding to site-specific constraints or design objectives, the proposed solution may differ from that advocated by the SWPD.

In these instances, the DDC will make specific provision for such locations and/or the RMA will be required to provide written and graphic justification for the bespoke solution. Any such variations will need to be approved by the Council through the DDC/ RMA in order to take effect.



The above diagram sets out the key steps in the planning process from the Stage 1 of the Masterplan to Reserved Matters.

01. INTRODUCTION AND CONTEXT
1.2 PROCESS

SITE-WIDE PRINCIPLES DOCUMENT

This Site Wide Principles Document (SWPD) describes aspects of site wide co-ordination that are to be considered when preparing individual Detailed Design Codes (DDCs) and subsequent RMAs.

The document addresses the interface between different OPA Zones and describes the requisite integration between them in terms of connectivity. It also highlights the need for a consistent design approach to various common elements of site wide infrastructure and repeated components of public realm. The DDCs and Planning RMAs will in turn need to demonstrate recognition of the principles set out in the SWPD.

The SWPD will inform the production of DDCs and future RMAs. 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 site wide principles.

DETAILED DESIGN CODES

Detailed Design Codes will be a condition of each outline planning permission and be required to be approved prior to any RMA approval. Given the scale of CGC, and likely length of its delivery programme, it is appropriate to establish a phased design coding regime, which allows for a series of codes to be produced over time.

The DDCs will address aspects of design not prescribed within OPAs, including but not limited to, the stipulation of building typologies appropriate to parcel frontages, character areas, landscape design, and architectural design / style / materials.

All DDCs will make reference to, and where applicable be in accordance with, the SWPD to ensure consistency across CGC. Each DDC must incorporate a specific section covering all 'Linking Elements' that extend into the area it covers, providing further design principles and guidance for the specific location / connection identified in the SWPD.

Each DDC will include a Regulatory Plan which will further develop the detail of any approved OPA Parameter Plans. The Regulatory Plans will set out 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.

RESERVED MATTERS APPLICATIONS

Following the approval of DDCs, Reserved Matters applications for individual parcels within the DDC phase will approve 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 - aspects of green and blue infrastructure, including trees, hedges or drainage features.
- 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 - information on the size of the development, including the height, width and length of each proposed building.

All RMAs will make reference to, and be in accordance with, the relevant DDC to ensure consistency across that phase of the CGC.

1.3 SITE WIDE INFRASTRUCTURE

The Site Wide Infrastructure represents various common elements of infrastructure and repeated components of public realm that will require suitable consistency and quality in their design.

The site-wide factors that require consistency in style, materials and layout include:

- Primary and Secondary Active Travel Routes
- Bus Routes
- Vehicular Access & Mobility Hubs
- Heritage Interventions
- Discovery Trails
- Boundary Conditions Diagram
- Illustrative Landscape Interfaces Character
- Street trees: principles of tree pits, positioning, spacing / clustering, species, maturity / size at time of planting
- Street furniture: principles for consistency in style, materials, positioning
- Street lighting: type, spacing and design / materials
- Wayfinding features and signage: principles for consistency in style, materials, positioning
- Public art: site-wide themes and potential to integrate public art with wayfinding and signage
- CGC branding

The details of the Site Wide Infrastructure designs are not intended to be established by this document, and will be established as part of discussions at relevant stages during the DDCs and RMAs and Discharge of Conditions (DoC) process. The intended process to ensure design consistency is as follows:

1. First application (DDC, RMA or DoC) with relevant site-wide detail submitted (i.e. bus stop design). This could be by Zone 1, 2 or 3 applicant.

2. Council consult with other consortium members via both the PDG and regular interested party application consultation process.

3. Feedback received on acceptability or amendments required for all parties to be satisfied with site-wide detail.

4. Council formally approve application, with reference to site-wide consistency and consultant agreement where required.

5. Future planning applications have a design benchmark and site-wide aspects will need to comply, or demonstrate why compliance not appropriate (i.e. technology advances on bus stops, sensitive locations, or changes in best practice).

Note: The SWPD supplements relevant site wide infrastructure content already set out in the DFD, which includes written and graphic detail of:

- Primary and Secondary Active Travel Routes (pages 63
- and 64)
- Bus Routes (pages 68 and 69)
- Vehicular Access & Mobility Hubs (page 71)
- Heritage Interventions (page 81)
- Discovery Trails (page 82)
- Boundary Conditions Diagram (page 150)
- Illustrative Landscape Interfaces Character (page 151)

Example of segregated Active Travel Route

1.4 INTERFACES BETWEEN ZONES AND LINKING ELEMENTS

DETAILED DESIGN INTERFACE WITH FUTURE DEVELOPMENT PARCELS

A universal, site-wide design principle applies to the interface between:

1. areas or elements of the project submitted as detailed design proposals within hybrid planning applications; and
2. future Reserved Matters Applications for areas or parcels directly adjoining those.

Design consistency must be achieved on both sides of this interface, across aspects of:

- spatial layout;
- detailed design;
- landscape design and planting specification;
- surface treatment (material specification and colour / surface finish e.g of paving, carriageways, and other routes / areas); and
- associated features such as street furniture, lighting, and boundary treatents to public realm.

LINKING ELEMENTS

The Linking Elements represent specific areas identified within the Masterplan where integration between OPA Zones is required in the form of connectivity. Section 2 of this document describes:

- the function and character of these linkages;
- the elements that will require consistency in design approach across both the Zones through which the link passes.

Site-Wide Illustrative Masterplan

02.

LINKING ELEMENTS BETWEEN EACH OPA ZONE

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE

2.1 INTRODUCTION

Site-wide Land Use Plan (Appendix B)

Note: Consolidated plans are based on the latest plans available at the time of the document preparation. Plans within Appendix B and C will be updated as the various OPAs are approved.

Section 2 of this SWPD includes extracts of a consolidated Site-Wide Land Use Parameter Plan (Appendix B) and a consolidated Site-Wide Illustrative Masterplan (Appendix C). The Site-Wide Land Use Parameter Plan (shown adjacent) indicates the location of 12 key Linking Elements between OPA Zones and will inform the production of Detailed Design Codes.

The identified Linking Elements have been selected, in consultation with Chelmsford City Council, on the basis that typically they are key movement corridors between OPA Zones 1, 2 and 3. It is crucial that in their design and delivery they are fully co-ordinated. The SWP document 'sign-posts' and describes each Element in turn, such that future DDCs and RMAs can develop their design in detail.

Each DDC will cover all Linking Elements applicable to the area it covers. They will typically connect across two OPA Zones and therefore will feature in the DDCs for both. The description of, and design principles for, them will need to be consistent across both DDCs in which they feature.

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE

2.2 GENERAL PRINCIPLES AND LOCATIONS

The adjacent page identifies and lists the 12 Linking Elements at CGC. Each one will be described in the following pages, including its location, function and design principles.

The adjacent table sets out the delivery requirements and attributes, relevant to all Linking Elements, to ensure design coherence and consistency in the delivery of the Linking Elements in both OPA Zones involved.

Each Linking Element will be described as follows:

(i) Name and location
A brief description of the link location in relation to the wider CGC context and the Zones it forms part of.

(ii) Role and function
A brief description of the type of link (eg. primary bus route, secondary active travel route, etc.) and their role in the context of CGC.

(iii) Design Principles
Identifies any specific additional delivery requirements for which a consistent design approach will be required.

The plans considered as part of the following sections show extracts of the consolidated Site-Wide Land Use Parameter Plan and Site-Wide Illustrative Masterplan. As each OPA is approved it will establish a final Stage 2 masterplan for that part of CGC, with each following OPA approval building to create a final site wide masterplan and set of parameter plans.

The developers responsible for delivering each Linking Element will have to complete the Delivery Coordination Compliance Tracker (Appendix D), to demonstrate compliance with the principles listed in this section, where applicable.

Delivery Category	Delivery Item	Delivery Requirements
MOVEMENT STRATEGY	Footpath and cyclepath provision	Detailed design to be consistent throughout CGC
	Carriageway provision	Detailed design to be consistent throughout CGC
	Bus Gate provision	Detailed design to be consistent throughout CGC
DELIVERY/ DETAILED DESIGN	Surface materials and detailing	Ensure consistency in design, across both Zones, in surface materials, colours, markings and construction details (e.g. kerbing)
	Level change and topography	Ensure gentle gradients consistently along the element's length, with no sudden climbs or falls at the point where it crosses ownership boundaries
GREEN INFRASTRUCTURE	Verge depth and planting	Ensure consistency in design, across both Zones, in planting type and verge depth along the margins of the route
	Existing landscape	Where the element passes through an opening created in the existing hedgerow the extent of removed vegetation must be minimised, and replacement planting provided where possible
STREET FURNITURE AND LIGHTING	Street furniture and street lighting	Ensure consistency in design, across both Zones, in street furniture and lighting: type, spacing and design / materials
	Wayfinding features, signage and public art	Ensure consistency in design, across both Zones, in wayfinding features, signage and public art: location, type and design / materials
ENERGY AND UTILITIES	Utilities Provision	Ensure consistency in design, across both Zones, in utilities provision

INDEX OF KEY LINKING ELEMENTS BETWEEN OPA ZONES:

Zone 1 - Zone 3

1. NRDR/Primary active travel route crossing west
2. Secondary active travel routes crossing west
3. Primary road/Belsteads Centre crossing north
4. Secondary active travel route/Sports Hub crossing north
5. Sports Hub/Residential Interface
6. Primary road/Channels Discovery Park crossing
7. Primary and secondary active travel routes/ Channels Discovery Park crossings east
8. Domsey Lane crossing central

Zone 1 - Zone 2

9. Primary road/Park Farm Centre crossing central
10. Primary road crossing south
11. Primary active travel route crossing south-east

Zone 2 - Zone 3

12. NRDR/Domsey Lane crossing north

Linking Elements plan

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE
2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 1
NRDR/Primary active travel route crossing west

Location
This Linking Element is part of the Norther Radial Distributor Road (NRDR) connecting Zone 1 and 3, at the entrance to CGC from the northern roundabout along Essex Regiment Way.

The NRDR will run across the north of the CGC connecting Essex Regiment Way to the planned Chelmsford North East Bypass in Zone 2.

N.B. Detailed proposals for the full extent of the NRDR are to be submitted as an RMA to CCC.

Role
Linking Element 1 will be a vehicular, bus and primary active travel route. The Linking Element will pass through an area of green space north of the northernmost residential parcel in Zone 1, before crossing eastwards into Zone 3.

The Northern RDR will be one of the primary vehicular and bus routes at CGC, with anticipated maximum travel speed of 30mph.

ZONE 1 ⟷ ZONE 3

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Northern RDR
Specific matters requiring coordination will include:
- Carriageway Alignment
- Carriageway Width
- Carriageway Materials
- Carriageway Detailing (e.g. kerb edge, markings)

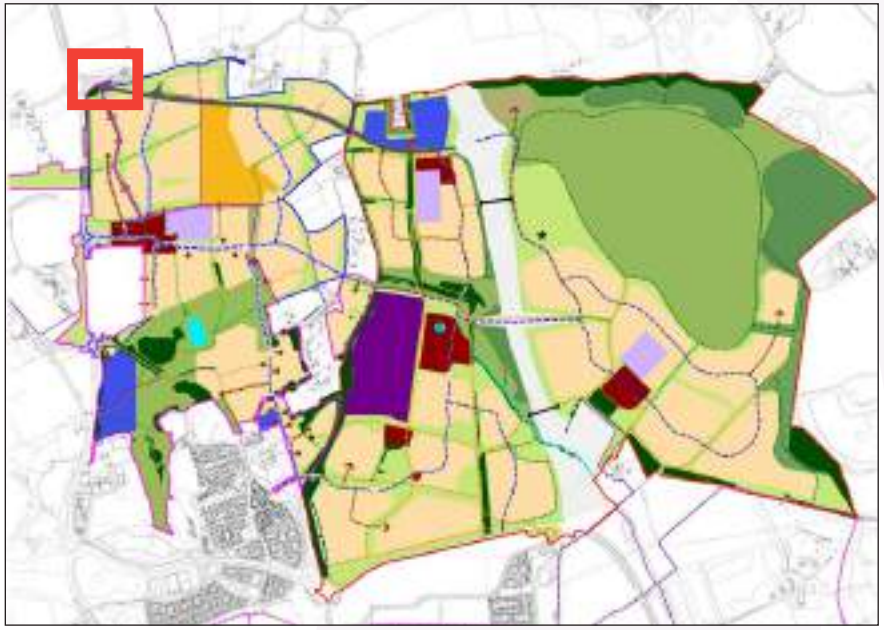
Primary active travel route to be provided along the road with pedestrian and cycle provision segregated from the carriageway. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Verge depth in accordance with RMA detailed design as submitted.

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Great Belsteads Village Centre to the south
- Willow Hill Employment Hub and Village Centre to the east.



Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Segregated foopath and cyclepath - material change

Segregated foopath and cyclepath - material change

ATR crossing primary road

Primary road intersection with ATR

Verge along primary road and segregated footpath

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE
2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 2
Secondary active travel routes crossing west

ZONE 1 ⟷ ZONE 3

Location
This area includes 4 x pedestrian and cycle Linking Elements, located along the north-western boundary of Zone 3. It represents the interface between Zones 1 and 3, where an existing Public Right of Way (PRoW) runs north-south along the boundary, stranding across the two ownerships.

The location of one of these Linking Elements is fixed where the existing PRoW crosses east-west the boundary between Zones 1 and 3. The location of the other three Linking Elements is not fixed at this stage, and will be fixed through Reserved Matters. The design principles of these Linking Elements will however still be fixed in this SWPD.

Role
These four east-west Linking Elements will ensure permeability is achieved across this boundary and the adjacent residential parcels. Three new connection points to the existing PRoW will be delivered.

The PRoW is part of a wider network of pedestrian and cycle links, and it extends:
- North, linking to Wheeler's Hill and the wider countryside
- South, creating a direct connection to Belsteads Village Centre in Zone 1
- East, linking towards the future Sports Hub in Zone 3
- West, providing a link to Essex Regiment Way and the Chelmer Valley beyond

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

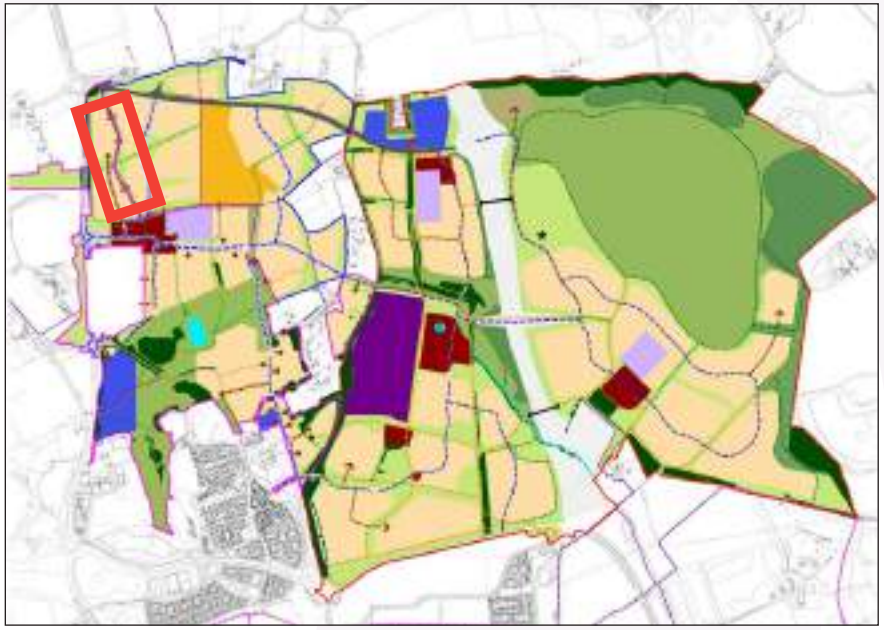
Four secondary active travel routes to be provided east-west across Zones 1 and 3 in the locations shown on the adjacent plan. For them to function as required there must be no 'dog-leg' in their alignment. They will provide routes of suitable width to be shared by pedestrians / cyclists / NMUs. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Belsteads Village Centre to the south
- Sports Hub to the east
- the wider countryside to the north
- Essex Regiment Way and the Chelmer Valley to the west.

Note: the detailed design of routes through development parcels immediately east and west of the four Linking Elements will be required to demonstrate that they promote east-west permeability - by connecting logically to those links in as direct a configuration as is possible.



Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of ATR

Example of bound or self bound gravel to be used for informal paths of leisure routes

Example of signage and shared ATR

Example of ATR intersecting a greenway

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE
2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 3
Primary road/Great Belsteads Centre crossing north

ZONE 1 ⟷ ZONE 3

Location
This Linking Element is located between Zone 1 and 3, within Great Belsteads Village Centre.

It is located in proximity to Essex Regiment Way and the Park & Ride, and it connects the village centre in Zone 1 to the residential parcels in Zone 3.

An existing PRoW runs east-west along the northern boundary of Great Belsteads village centre and primary school (proposed to be realigned within Zone 3 as part of Zones 1 and 3 OPAs). This PRoW will cross east-west Linking Element 3.

Role
Linking Element 3 will be a vehicular, bus and primary active travel route and will play a key role in the connectivity of CGC.

Local traffic and busses will be able to move from Essex Regiment Way, through Great Belsteads Village Centre and cross northwards into Zone 3, continuing north towards the NRDR. To segregate pedestrians and cyclists form vehicular traffic within the village centre, it is proposed that the primary active travel route at this Linking Element continues straight through the hearth of Belsteads centre, whereas - once crossed the ownership boundary - vehicular traffic is diverted to the west towards Essex Regiment Way.

Particular attention will have to be given to the design of this Linking Element to ensure smooth movement of all-modes between Zones, and to integrate the realigned PRoW east-west crossing within the design.

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Primary road
Specific matters requiring coordination will include:

- Carriageway Alignment
- Carriageway Width
- Carriageway Materials
- Carriageway Detailing (e.g. kerb edge, markings)

Primary active travel route to be provided along the road with pedestrian and cycle provision segregated from the carriageway. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

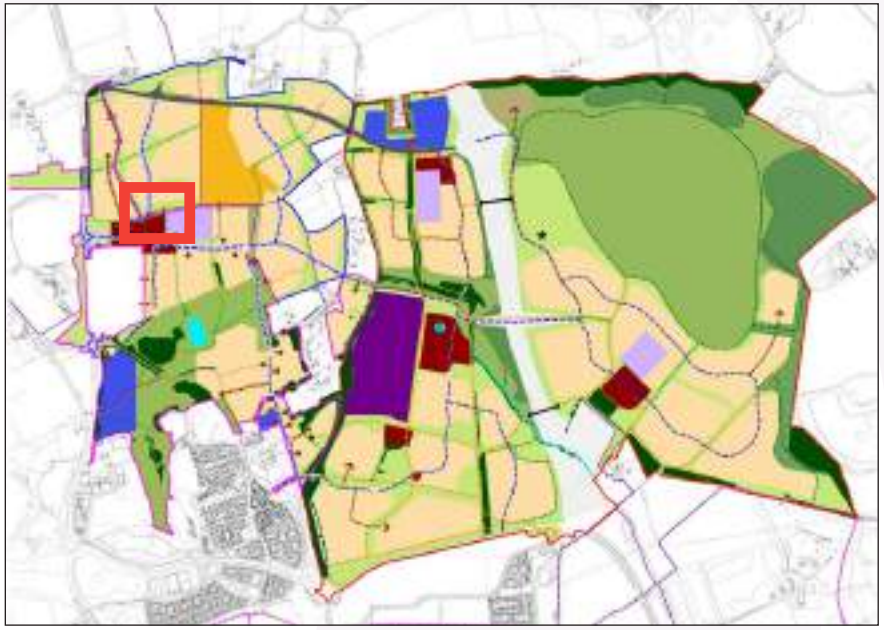
Landscape verge to be provided between carriageway and footway/cycleway. Specific matters requiring coordination will include:

- Landscaped Verge Location
- Landscaped Verge Width
- Landscaped Verge Planting

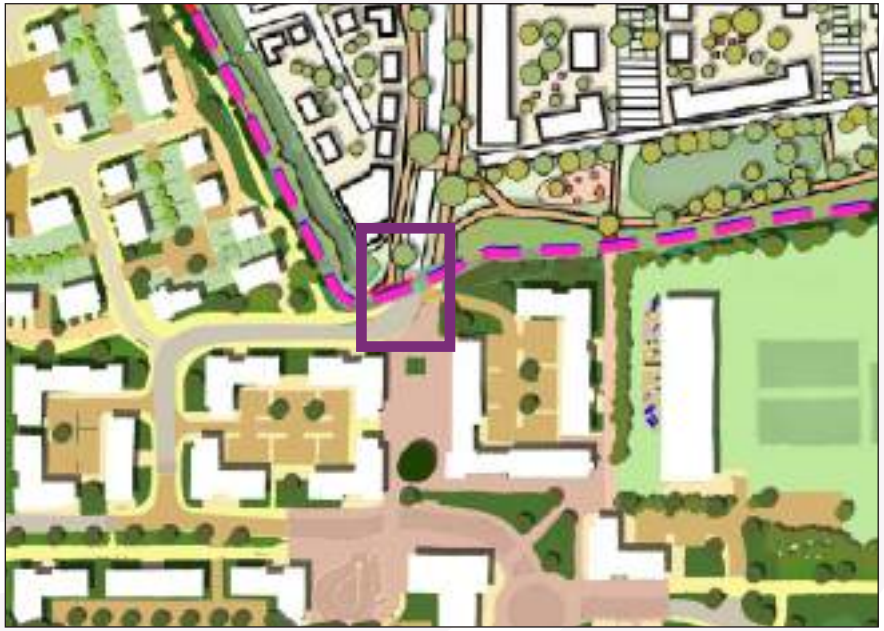
This Linking Element connects into a pedestrian-priority shared space within Belsteads Village Centre. Verges will continue across the Zone boundary and then terminate at the point where carriageway transitions into this space.

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Belsteads Village Centre, Primary School and the Park & Ride to the south
- Sports Hub to the east.



Location Plan



Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of well resolved junction with ATR crossing

Change in surface to indicate end of village centre

Example of seating area along ATR

Example of Channels Community Board

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE

2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 4
Secondary active travel route/Sports Hub crossing north

ZONE 1 ⟷ ZONE 3

Location

This Linking Element connects Zones 1 and 3, in a location forming part of one of the secondary Village Centres - Great Belsteads Village, at the entrance to CGC from Essex Regiment Way.

Role

Linking Element 4, which is a leisure route, will be a Secondary Active Travel route, providing part of an important and direct connection between Discovery Park in Zone 1 northwards to the Sports Hub in Zone 3.

The Linking Element will pass through a Zone 1 residential parcel, immediately east of the Primary School, before crossing into Zone 3 and connecting to an east-west Public Right of Way – another Secondary Active Travel route. It will create an essential non-vehicular route that links Zone 1 neighbourhoods.

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

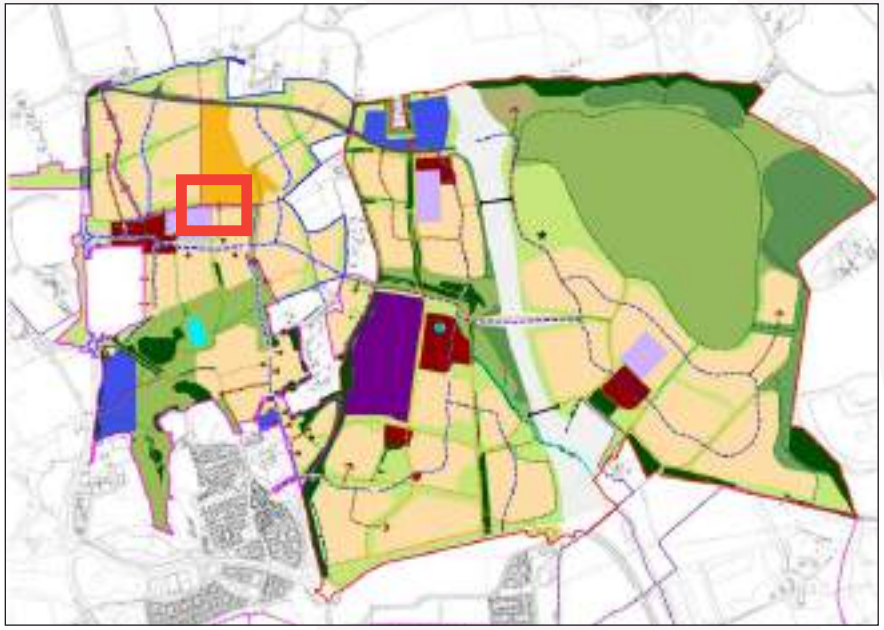
Secondary active travel route to be provided north-south across Zones 1 and 3 in the location shown on the adjacent plan. For it to function as required there must be no 'dog-leg' in its alignment. It will provide a route of suitable width to be shared by pedestrians / cyclists / NMUs. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

The Linking Element will cross an **existing mature hedgerow** along the ownership boundary. Where possible, the element should pass through an existing gap in the hedgerow. If an opening in the hedgerow has to be created, the extent of removed vegetation must be minimised.

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Sports Hub to the north
- Channels Discovery Park to the south.



Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of ATR through residential parcel

Example of signage

Meandering path creating an attractive place to sit

Example of ATR through residential parcel

Example of bound aggregate surface material for shared pedestrian and cycle route

Example of safe and convenient interface to active travel route

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE

2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 5
Sports Hub/Residential Interface

Location
This Linking Element consists of an area of interface between Zones 1 and 3, located along the north-eastern boundary of Zone 1, where the ownership boundary forms a corner.

This area is located south of Zone 3 Sport Hub and of the east-west Public Right of Way (proposed to be realigned within Zone 3 as part of Zones 1 and 3 OPAs), connecting Great Belsteads Primary School and Village Centre to Domsey Lane, Willow Hill Employment Area and Willow Hill Village Centre.

Role
Linking Element 5 is an area that will provide landscaped leisure space in Zone 1 and 3, and that needs to be resolved in a consistent manner by both zones.

This should be achieved by:
- not showing an obvious boundary between the two ownership areas
- designing a consistent character of landscape either side of the hedgerow along the zone boundaries
- using consistent planting, materials and detailing in both zones

ZONE 1 ⟷ ZONE 3

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Secondary active travel route connection to be provided east-west across Zones 1 and 3 in the location shown on the adjacent plan. For it to function as required there must be no 'dog-leg' in its alignment. It will provide a route of suitable width to be shared by pedestrians / cyclists / NMUs. Specific matters requiring coordination will include:

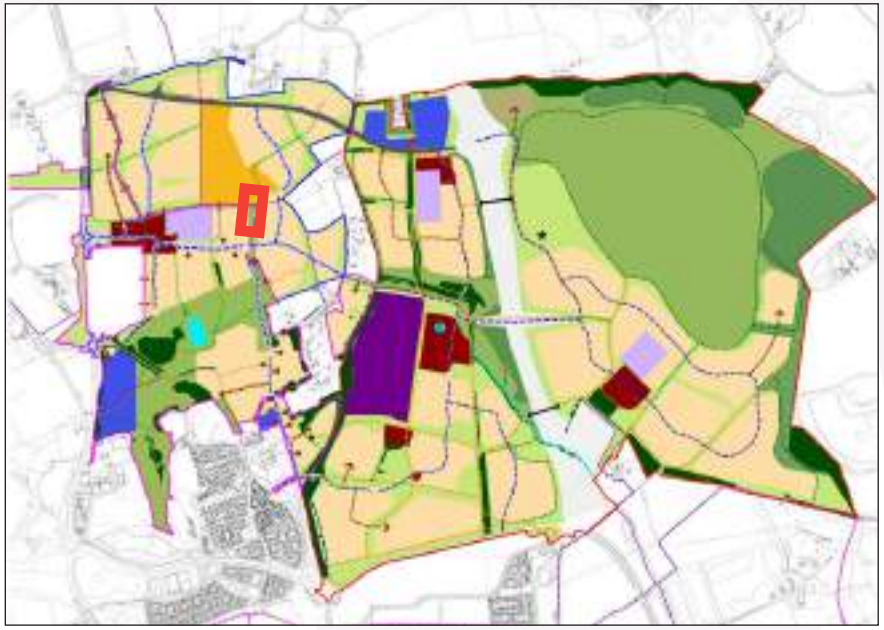
- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

The active travel route link must be provided where the existing PRoW (to be diverted) currently crosses the existing mature hedgerow in this area.

The area of interface has at its centre an **existing mature hedgerow** along the ownership boundary. Where existing gaps are presented within this hedgerow, these gaps should be maintained as informal links between the two zones.

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Sports Hub and play areas to the north
- Great Belsteads Primary School and Village Centre to the west
- Domsey Lane, Willow Hill Employment Area and Willow Hill Village Centre to the east
- Channels Discovery Park to the south.



Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of Local Area of Play

Example of leisure route along playground

Example of Local Area of Play

Example of signage

Example of leisure route through green space

Example of Play on the Way

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE

2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 6
Primary Road/Channels Discovery Park crossing

ZONE 1 ⟷ ZONE 3

Location

This Linking Element represents the eastern gateway to Zone 1, connecting Zone 1 and Zone 3 across Channels Discovery Park.

It is located in the central section of the east-west primary bus route, which links Great Bealsteads village centre (Zone 1) to Park Farm village centre in Zone 2.

Role

Linking Element 6 will be a vehicular, bus and primary active travel route crossing, providing an all-modes connection from Essex Regiment Way and Great Belsteads centre to the south-eastern residential parcels in Zone 3.

Beyond Domsey Lane, traffic towards Park Farm Village Centre will be limited to bus and active travel only, due to the presence of a bus gate where the east-west primary route crosses Domsey Lane.

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Primary road
Specific matters requiring coordination will include:

- Carriageway Alignment
- Carriageway Width
- Carriageway Materials
- Carriageway Detailing (e.g. kerb edge, markings)

Primary active travel route to be provided along the road with pedestrian and cycle provision segregated from the carriageway. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Landscape verge to be provided between carriageway and footway/cycleway. Specific matters requiring coordination will include:

- Landscaped Verge Location
- Landscaped Verge Width
- Landscaped Verge Planting

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Great Belsteads Centre and Park & Ride to the west,
- Park Farm Centre and All-through School to the east
- Channels Discovery Park to the south
- Sports Hub to the north

Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Travel route passing through a green landscape with connections to parcels

Change in surface to segregate ATR and assist with wayfinding

Example of wayfinding feature

Paved ATR through residential parcel

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE
2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 7
Primary and secondary active travel routes/Channels Discovery Park crossing east

Location
This area includes two Linking Elements: a primary and a secondary active travel connection through Channels discovery park in Zone 1.

The primary connection is located along the eastern boundary of the Discovery Park and aims to deliver an east-west link through the park, which continues eastwards through the residential parcel in Zone 3.

The secondary connection is located north of the primary link described above, where the ownership boundary between Zones 1 and 3 forms a dog-leg.

Role
The role of this primary active travel route is to enable the delivery of a direct pedestrian and cycle route from Channels, passing through the discovery park, continuing eastward through Zone 3 and joining the east-west primary road corridor which leads to Park Farm village centre.

The role of this secondary active travel route is to deliver a north-south leisure route linking the primary link described above to the Sports Hub in Zone 3.

ZONE 1 ⟷ ZONE 3

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Primary active travel route to be provided between Zones 1 and 3 in the location shown on the adjacent plan. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Wayfinding features and signage should be provided along the primary connection to direct walkers and cyclists towards:

- Channels Discovery Park to the west
- Park Farm centre to the east

Public Art or Information Boards should be provided to indicate the gateway to Channels Discovery Park.

Wayfinding features and signage should be provided along the secondary connection to direct walkers and cyclists towards:

- the Sports Hub to the north.

The Linking Elements cross an **existing mature hedgerow** along the ownership boundary. Where possible, the elements should pass through an existing gap in the hedgerow. If an opening in the hedgerow has to be created, the extent of removed vegetation must be minimised.

Secondary pedestrian and cycle connection to be provided between Zones 1 and 3 in the locations shown on the adjacent plan. It will provide a route of suitable width to be shared by pedestrians / cyclists / NMUs. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Note: the detailed design of routes through development parcels immediately east and west of the northern Linking Element, and immediately east of the southern Linking Element, will be required to demonstrate that they promote east-west permeability - by connecting logically to those links in as direct a configuration as is possible.

Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of wildlife boxes provided along leisure routes

Example of green leisure route

ATR though green space with “play on the way”

Example of leisure route through green space

Example of concrete shared pedestrian and cycle route

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE
2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 8
Domsey Lane crossing central

Location
This Linking Element is located between Zones 1 and 3, approximately mid-way along the length of Domsey Lane. It connects Zones 1 and 3 across an area that currently comprises fields either side of Domsey Lane, representing a gap in the existing built form along this route. To form the connection the route will cross three different land ownerships in this area.

Role
Linking Element 8 will play a crucial sustainable transport and active travel role in connecting eastern and western neighbourhoods within CGC, including linkage between the Zone 2 Local Centre and All-through School with Zones 1 and 3 to the west.

Local traffic will be able to move north-south across the link (i.e. along Domsey Lane) but vehicular movement east-west will be bus only, controlled by a bus gate and a narrowing of carriageway (allowing one-way bus movement) at the crossing point.

ZONE 1 ⟷ ZONE 3

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Bus only crossing and **bus gate** to be a bespoke design featuring carriageway narrowing

Primary active travel route to be provided along the road with pedestrian and cycle provision segregated from the carriageway. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Landscape verge to be provided between carriageway and footway/cycleway. Specific matters requiring coordination will include:

- Landscaped Verge Location
- Landscaped Verge Width
- Landscaped Verge Planting

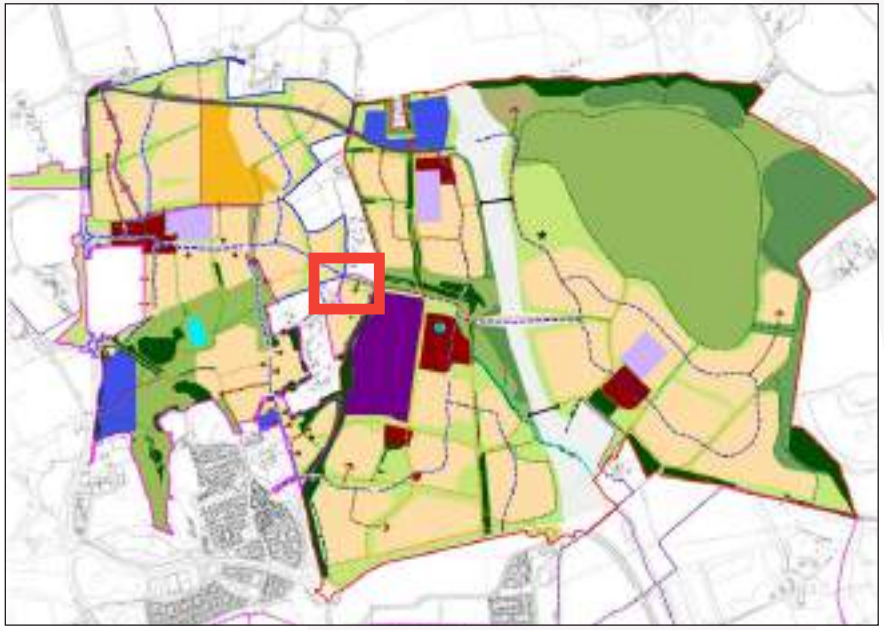
Design to minimise the loss of existing trees and vegetation at the Zone boundaries, and to minimise the visual impact of highways infrastructure on the wider character of the lane to the north-east and south-west.

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Great Belsteads Village Centre and Channels Discovery Park to the west
- Park Farm Village Centre to the east.

Note: the constraints on site will require a bespoke solution in terms of the active travel route at the crossing, which itself will need to transition smoothly into the onward routes.

Design principles and detailed design will need to extend to consider the approach to the link from both Zones, achieving consistency between them while recognising that the point of connection will require its own unique solution.



Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of information/ educational board

Example of information/ educational board

Example of lighting near seating areas

Example of kerb detailing

Example of bus gate: Copyright © Bill Harrison and licenced for reuse under cc-by-sa/2.0

Example of build out and chicane to indicate bus gate

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE
2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 9
Primary Road/Park Farm centre crossing central

ZONE 1 ⟷ ZONE 2

Location
This Linking Element connects Zones 1 and 2, and is located north-west of the Park Farm All-through school site. It lies on a central, direct east-west connection which links Great Belsteads centre, Park Farm centres and, further east, Hawthorne Centre. It also represents the central gateway to Park Farm and Park Farm Meadows.

Role
Linking Element 9 will be a key vehicular, bus and primary active travel route crossing, providing a direct connection between Park Farm Centre in Zone 2 and Great Belsteads Centre in Zone 1.

The Linking Element will pass north of the All-through school in Park Farm, continuing north of the easternmost residential parcel in Zone 1, to which this Linking Element will provide vehicular access.

Local traffic will be however reduced in this location, due to the presence of a bus gate further west, at the junction with Domsey Lane, which will only allow bus and active travel movement through the gate, limiting vehicular traffic towards and from Park Farm Village Centre.

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Primary active travel route to be provided along the road with pedestrian and cycle provision segregated from the carriageway. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Landscape verge to be provided between carriageway and footway/cycleway. Specific matters requiring coordination will include:

- Landscaped Verge Location
- Landscaped Verge Width
- Landscaped Verge Planting

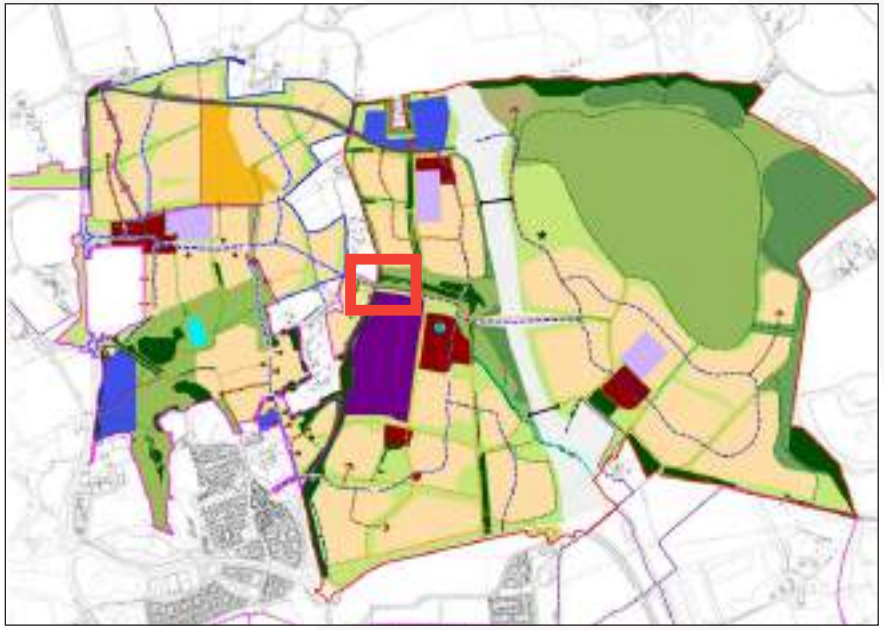
Public Art or Information Boards should be provided to indicate Park Farm's gateway and Park Farm Meadows.

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Park Farm centre and All-through school to the east
- Park Farm Meadows and Duke's Wood Nature Park to the east
- Great Belsteads centre to the west

The Linking Element crosses an **existing mature hedgerow and tree line** along the ownership boundary. Where possible, the element should pass through an existing gap in the hedgerow. If an opening in the hedgerow has to be created, the extent of removed vegetation must be minimised.

The Linking Element passes through a consistent **level change in topography**. Detailed design should ensure gentle gradients are achieved consistently along the element's length, with no sudden climbs or falls at the point where it crosses ownership boundaries.



Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of information/ educational board

Example of road narrowing with pedestrian crossing

Example of primary road crossing

Example of information/ educational board

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE
2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 10
Primary Road crossing south

Location
This Linking Element is connects Zones 1 and 2 and is located east of Channels Complex. It forms part of the southern gateway to Zone 1, connecting the two Zones across and area of green space.

Role
Linking Element 10 will be a vehicular, bus and primary active travel route crossing, providing a direct connection between Channels Complex and Park Farm in Zone 2, through Zone 1.

The Linking Element will pass south of the southernmost residential parcel in Zone 1, east of Channels Complex, cross a public green space and enter Zone 2, serving the residential parcel immediately to the south.

Local traffic will be however reduced in this location, due to the presence of a bus gate south of Park Farm Community Hub, which will only allow bus and active travel movement through the gate, limiting vehicular traffic towards Park Farm Village Centre. Traffic will however be flowing southwards towards Beaulieu Parkway and on to Beaulieu Park Station and Beaulieu Square Neighbourhood Centre.

ZONE 1 ⟷ ZONE 2

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Primary active travel route to be provided along the road with pedestrian and cycle provision segregated from the carriageway. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Landscape verge to be provided between carriageway and footway/cycleway. Specific matters requiring coordination will include:

- Landscaped Verge Location
- Landscaped Verge Width
- Landscaped Verge Planting

The Linking Element crosses an **existing mature hedgerow and tree line** along the ownership boundary. Where possible, the element should pass through an existing gap in the hedgerow. If an opening in the hedgerow has to be created, the extent of removed vegetation must be minimised.

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Channels Complex to the west
- Park Farm Community Hub to the east.

Public Art or Information Boards should be provided to indicate Park Farm's gateway and the Park Pale heritage.

The Linking Element passes through a consistent **level change in topography**. Detailed design should ensure gentle gradients are achieved consistently along the element's length, with no sudden climbs or falls at the point where it crosses ownership boundaries

Note: this Linking Element is located at an important intersection of east-west and north-south active travel routes. DDCs must not only consider the point at which the routes cross the boundary between Zones but also how users moving north-south will connect to, travel along, and cross the main east-west route. Co-ordination of, and consistency between, the active travel routes in each Zone will be of particular importance: design principles and detailed design must demonstrate how the proposals will ensure that the east-west vehicular route does not become an impediment to safe and convenient active travel in a north-south direction.

Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of seating area along ATR and signage

Example of change in surface for segregated path

Example of change in surface along segregated ATR

Example of information board

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE

2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 11
Primary active travel route crossing south-east

Location
Linking Element 11 is a primary active travel crossing located along the southeastern boundary of Zone 1, specifically north of Zone 1's southern gateway and south of the All-through school in Zone 2.

Role
This Linking Element aims to deliver a primary east-west pedestrian and cycle connection between Zone 1 and Zone 2, creating a direct link between Channel Complex and Park Farm Community Hub and All-through school in Zone 2.

ZONE 1 ⟷ ZONE 2

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Primary active travel route to be provided between Zones 1 and 2 in the location shown on the adjacent plan. The connection must be located along pedestrians and cyclists' desire lines to reach nearby destinations and facilities. Specific matters requiring coordination will include:

- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Channels Complex to the west
- Park Farm Community Hub and All-through school to the east

Information Boards should be provided to indicate the Park Pale heritage.

The Linking Element crosses an **existing mature hedgerow and tree line** along the ownership boundary. Where possible, the element should pass through an existing gap in the hedgerow. If an opening in the hedgerow has to be created, the extent of removed vegetation must be minimised.

The Linking Element passes through a consistent **level change in topography**. Reserved Matters Stage should ensure gentle gradients are achieved consistently along the element's length, with no sudden climbs or falls at the point where it crosses ownership boundaries

Location Plan

Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of swale with natural planting along ATR

Informative wayfinding using naturalistic materials

Example of ATR along greenway

Example of lighting bollards along path

Example of ATR through open space

Example of seating areas along ATR

02. LINKING ELEMENTS BETWEEN EACH OPA ZONE
2.3 INDIVIDUAL LINKING ELEMENTS

LINKING ELEMENT 12
NRDR/Domsey Lane crossing north

ZONE 2 ⟷ ZONE 3

Location
This Linking Element is part of the Northern Radial Distributor Road (NRDR) connecting Zone 2 and 3, at the crossing with Domsey Lane. The NRDR runs across the north of the CGC connecting Essex Regiment Way to the planned Chelmsford North East Bypass in Zone 2. To form the connection, the route will cross three different land ownerships in this area.

N.B. Detailed proposals for the full extent of the NRDR are to be submitted as an RMA to CCC.

Role
Linking Element 12 will be a vehicular, bus and primary active travel route. The Linking Element will pass through a residential parcel in Zone 3 before crossing Domsey Lane and continuing eastwards towards the Employment Hub in Zone 2 and Willow Hill Local Centre.

The Northern RDR will be one of the primary vehicular and bus routes at CGC, with anticipated maximum travel speed of 30mph. Traffic will be able to move east-west across the link (i.e. along the NRDR) and Domsey Lane will have left in/out access south from the NRDR.

The northern part of Domsey Lane will be stopped up at its junction with the NRDR.

Whilst the crossing of Domsey Lane will be a bespoke design feature, consistency must be achieved in the widths, surfacing materials (and colours), road markings, and lighting of the active travel routes along this Linking Element, in both Zones 2 and 3.

Design Principles

Design principles and specific delivery requirements for co-ordination between Zones:

Primary active travel route to be provided along the road with pedestrian and cycle provision segregated from the carriageway. Specific matters requiring coordination will include:

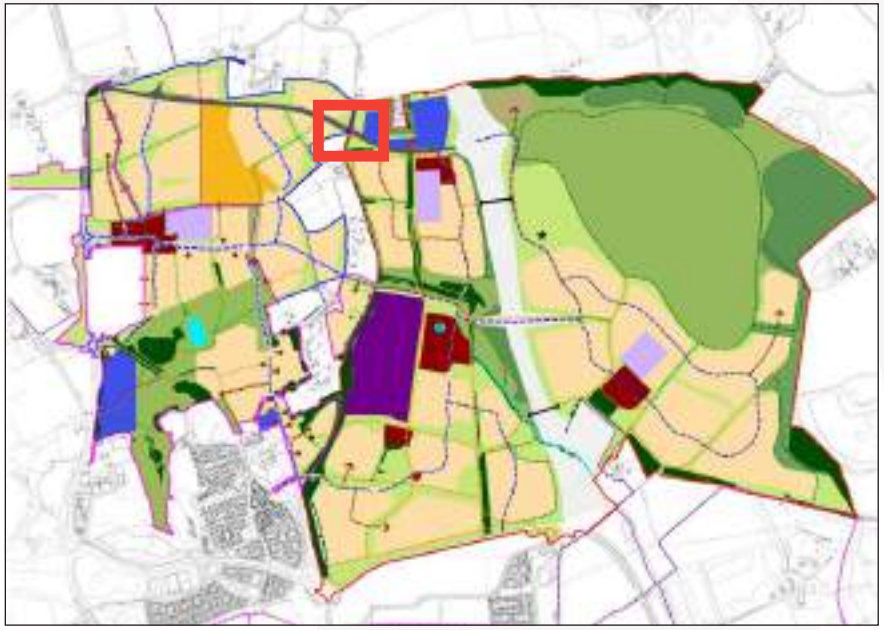
- Footway and Cycleway Type
- Footway and Cycleway Position
- Footway and Cycleway Widths
- Footway and Cycleway Materials and Detailing (e.g. kerb edge, colour, markings)

Whilst the new crossing will represent a significant change to the existing configuration of Domsey Lane in this location, the Linking Element must be designed to minimise the loss of existing trees and vegetation at the Zone boundaries, and to minimise the visual impact of highways infrastructure on the wider character of the lane to the north-east and south-west.

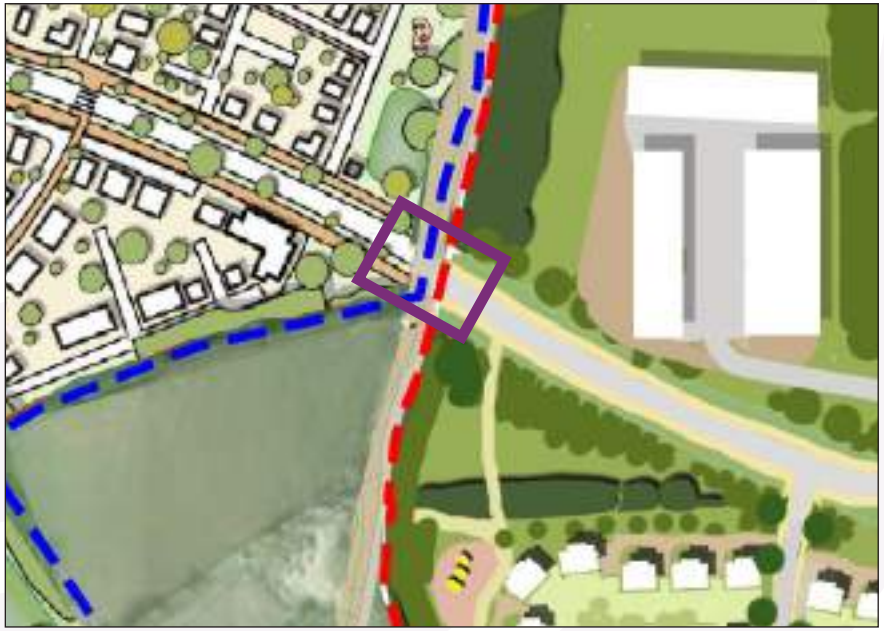
Verge depth in accordance with RMA detailed design as submitted.

Wayfinding features and signage should be provided to direct walkers and cyclists towards:

- Sports Hub to the West
- Park Farm Centre and All-through school to the south
- Willow Hill Employment Hub and Village Centre to the east



Location Plan



Extract from the composite illustrative masterplan

PRECEDENT IMAGES

Example of verge along primary road

Example of change in surface along segregated ATR

Example of primary road crossing

Example of signage

APPENDICES

APPENDIX A

SCHEDULE OF REVISIONS TO THE SWP

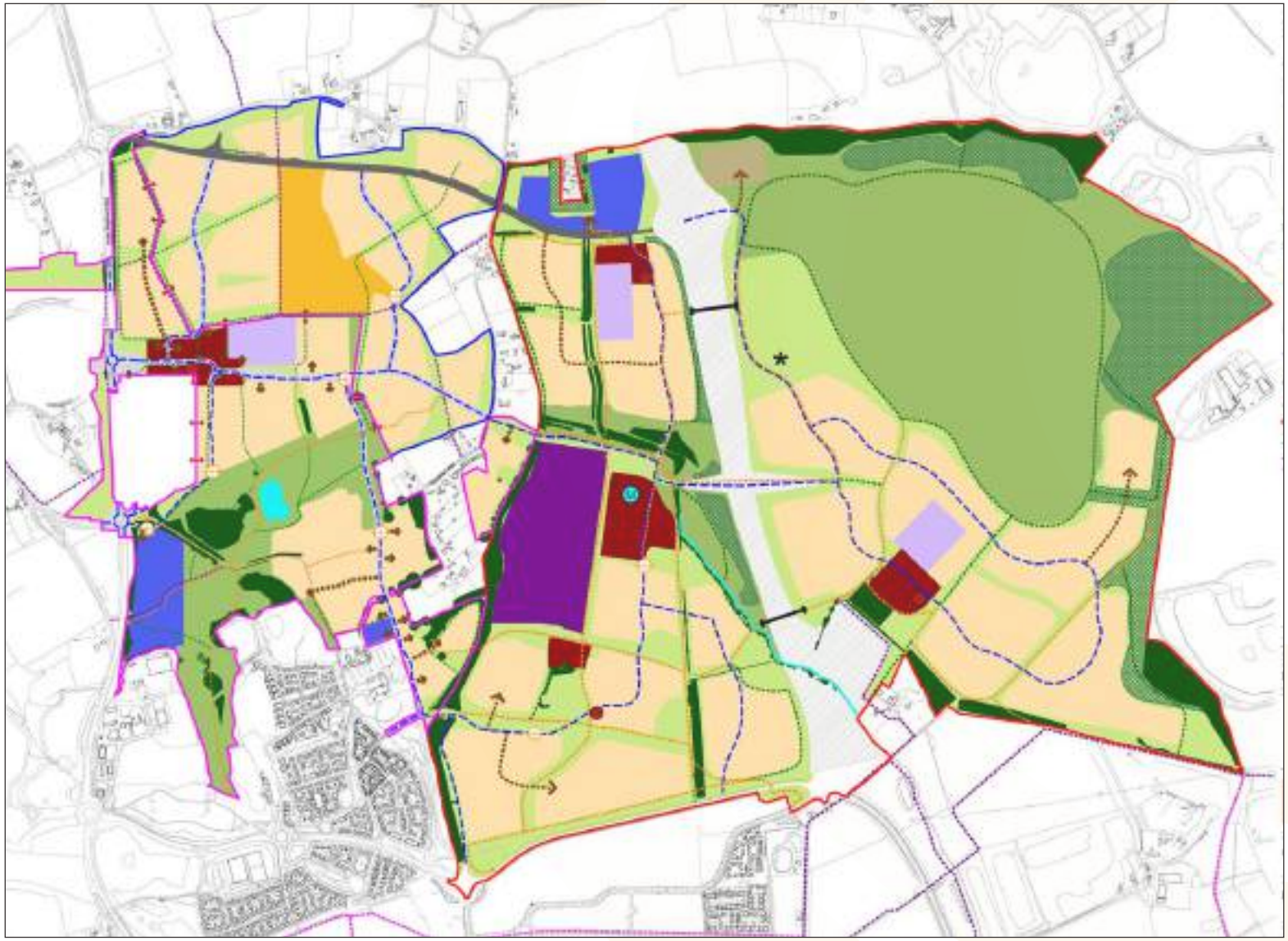
(This Appendix will be an evolving document, a schedule that is added to each time additions or amendments are made to the SWP – with details of the changes and the date they are made).

APPENDIX B
SITE-WIDE LAND USE PLAN

Key

- Zone 1 - OPA Boundary
- Zone 2 - OPA Boundary
- Zone 3 - OPA Boundary
- Residential use
- Mixed use
- Education - Primary School
- Education - All Through School
- Employment use
- Natural green and amenity space*
- Destination Parks*
- Existing trees and hedgerows (to be retained where possible)
- Proposed woodland/ green buffer
- Existing water body
- Formal sports facility
- School shared sports facility
- Travelling showpeople
- Chelmsford North East Bypass*
- Northern Radial Distributor Road*
- Primary Street**
- Bus gate
- Primary mobility hub
- Secondary mobility hub
- Scondary means of access**
- Pedestrian and cycle link
- Primary active travel routes
- Secondary active travel routes
- Existing PRoW
- Existing bridleways

* Refer to OPAs Parameter Plans for details
** Limit of deviation subject to OPA parameters



APPENDIX C

SITE-WIDE ILLUSTRATIVE MASTERPLAN

APPENDIX B

DELIVERY COORDINATION COMPLIANCE TRACKER

Linking Element ____ Applicable to Zones: ___ and ___

Design Category	Delivery Item	Zone 1	Zone 2	Zone 3
MOVEMENT STRATEGY	Footpath and cyclepath provision			
	Carriageway provision			
	Bus Gate provision			
DELIVERY/ DETAILED DESIGN	Surface materials and detailing			
	Level change and topography			
GREEN INFRASTRUCTURE	Verge depth and planting			
	Existing landscape			
STREET FURNITURE AND LIGHTING	Street furniture and street lighting			
	Wayfinding features, signage and public art			
ENERGY AND UTILITIES	Utilities provision			

Chelmsford
Garden
Community

Chelmsford Garden Community

Site-wide Employment Statement

1 Executive Summary

1.1 This document demonstrates that the proposals for Chelmsford Garden Community (CGC) will meet the one job per dwelling metric that was identified in the Development Framework Document (DFD) (January 2023). It also shows the proximity of the Site to local employment concentrations, and to a train station (Beaulieu Park Rail Station) linking the area to London, which will provide further job opportunities for future residents.

1.2 Table 1.1 shows how the one job per dwelling employment target will be met.

Table 1.1: Employment breakdown at CGC

Source of employment	No. of jobs
Non-resi/commercial floorspace on-site	c.5,070
Home-working and hybrid working by people living on-site	c.1,680
Long-term stewardship body	c.20
TOTAL	**c.6,770**
Construction employment	380

1.3 This note focuses on demonstrating how the one job per dwelling DFD metric could be met across CGC. It is not intended to be an Economic Strategy. The preparation of an Economic Strategy is a validation requirement for the outline planning applications for the various zones (with the exception of Zone 3) comprising CGC (as set out in the DFD).

2 Introduction

2.1 This document has been prepared to set out how the outline planning applications (OPAs) for CGC will combine to result in a development that meets the one job per dwelling metric that was set out in the DFD. The DFD sets out a framework within which proposals for the Garden Community are expected to come forward.

2.2 The employment target identified within the DFD was based on the Town and Country Planning Association's Garden City Principles – specifically:

'a wide range of local jobs in the Garden City within easy commuting distance of homes'.

2.3 The Garden City Principles nor the DFD specify the methodology that should be applied to calculate job numbers. As such, this Statement establishes its own approach which is clearly detailed in the Methodology section.

2.4 In considering jobs within easy commuting distance of homes, this report recognises that the proposals for CGC are not being brought forward in isolation. There has already been significant housing growth to the south and the west of the Site – at Beaulieu and Channels,

respectively. The Beaulieu development, which when complete, will accommodate up to 3,600 new homes plus a new employment area close to a proposed new railway station (Beaulieu Park). The new employment area could provide a source of employment for residents at CGC as well as those living at Beaulieu and/or Channels whilst the new railway station will provide residents across the wider CGC with opportunities to commute easily to London and the wealth of employment opportunities that exist there.

2.5 Separate to the information in this document, the DFD can require outline applications associated with CGC to prepare an Economic Strategy as part of their planning submission[1]. An Economic Strategy is intended to set out a broader range of economic information in relation to each application including:

- 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.

3 Chelmsford Garden Community

3.1 Chelmsford Garden Community (CGC) will be subject to four separate OPAs as follows:

- **Zone 1 (OPA1)** – application ref: 22/01950/OUT – application for hybrid planning permission, seeking outline planning permission with all matters reserved, except means of access at Essex Regiment Way 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 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; a new pedestrian/cyclist bridge over Essex Regiment Way; and associated strategic ground re-profiling and strategic surface water attenuation and associated landscaping.
- **Zone 2 (OPA2)** – no application ref as yet – application not yet submitted but scheme description is currently as follows: a mixed use Garden Community to be delivered in severable phases comprising residential development; mixed-use development

[1] Due to the nature of Zone 3 i.e. predominantly residential with limited non-residential floorspace, no Economic Strategy has been prepared for the OPA relating to that zone.

comprising employment, commercial, retail, leisure, community and education facilities; specialist residential accommodation for the elderly; serviced land for a travelling show-people 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. The maximum quantum of development will be set by planning condition and will allow up to 3,500 dwellings, up to 35,830sqm (GEA) of mixed-use development, and up to 28,000sqm (GEA) of education facilities including dual use sports provision within the three education sites.

- **Zone 3 (OPA3)** – application ref: 23/00124/OUT – residential development of up to 1,250 units (comprising 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.
- **Northern Radial Distributor Road (NRDR)** – application ref: 23/00114/FUL – this will run across the full width of the CGC, crossing all three development zones. It will link Essex Regiment Way in the east with the proposed Chelmsford North-East bypass to the west.

3.2 In total, therefore, CGC could provide up to 6,250 new homes alongside a range of employment and community uses as well as new utilities, transport, and green infrastructure.

4 Methodology

4.1 The potential number of jobs associated with CGC could take various forms. This section sets out the methodology that has been used to derive figures for those different potential sources of employment, as set out below.

4.2 Note that while this report compares total employment to total number of dwellings, in practice a significant number of homes would be likely to be occupied by economically inactive residents. For example, across Chelmsford as a whole, the 2021 Census found 23% of households were retired.

- Those based in the employment-generating/non-residential floorspace on-site - The number of jobs (gross total) estimated to be based in the employment/non-residential floorspace is set out in Table 5.1. These have been calculated as follows:
  - **Zone 1** – an employment figure (expressed as full-time equivalent jobs) has been taken from the Socio-Economic ES chapter. However, this figure does not include employment potentially associated with the primary school, standalone nursery uses, and community centre/hall. Therefore, employment from these uses has been calculated by Quod using standard employment densities. The overall FTE figure has then been converted to total number of jobs (including full-time and part-

time roles) using information from the latest Business Register and Employment Survey (BRES)[2].

- **Zone 2** – an employment figure (expressed as full-time equivalent jobs) has been taken from the draft Socio-Economic ES chapter that will be submitted as part of the application. This FTE figure has then been converted to total number of jobs (including full-time and part-time roles) using Business Register and Employment Survey (BRES) data.
- **Zone 3** – the Socio-Economic ES chapter for Zone 3 provides no indicative employment figures for the Zone. This is due to Zone 3 being predominantly residential in nature. Therefore, Quod has calculated the potential number of jobs that could be associated with the SFR units and the sports hub based on information from the Applicant and project experience.
- **NRDR** – no end-use employment is anticipated to be associated with this element of the CGC. It is considered within the construction phase employment section.

- Those that are based from home/home-workers i.e. those working from home, at home, or at no fixed address[3] and those that work on a hybrid basis (e.g. partly from home and partly from an office or other work environment);
  - Home-workers - the Office for National Statistics (ONS) has recently published a research paper on the characteristics of homeworkers[4]. This paper provides figures for the proportion of people who work from home and the proportion of people who hybrid work. This paper identifies that 16% of all workers are home-workers. We have applied this percentage to the total number of working age, economically active people who might be expected to live on-site at CGC (calculated using Census data).
  - Hybrid-working – the same ONS research paper identified above, also provides figures for the proportion of people who are currently working on a hybrid basis – 28% of all workers. To allow for the mixed locational nature of hybrid work we have applied an 80% discount to that percentage. This means that we are assuming that one in five workers who work in a hybrid way spent a sufficiently high proportion of their working time at home as to count that as their primary workplace. The resulting percentage (5.6%) has then been applied to the total number of working age, economically active people who might be expected to live on-site at CGC (calculated using Census data as the basis) to estimate the number of hybrid-working residents likely to be working from home at CGC.

[2] BRES data (2021) has been used to calculate the average proportion of part-time and full-time roles that comprise full-time equivalent employment. This provides figures for the total number of jobs. BRES data is a national publicly available dataset published by the Office for National Statistics.
[3] No fixed address means people who use their home as a base or as the registered location for their business but travel to other places in order to carry out their work e.g. plumbers, electricians etc.
[4] ONS, 2023. Characteristics of homeworkers, Great Britain: September 2022 to January 2023. Hybrid working figures include a 20% pro-rata allowance to reflect that these workers only partially work from home.

- Those associated with the management body(ies) who are responsible for the day-to-day running, maintenance, and general stewardship of various assets on-site e.g. green infrastructure and community facilities. This has been estimated based on extensive research of existing community trust organisations[5].
- Construction phase employment – estimated construction cost and duration information on each of the four applications (see Section 5 below) has been fed into the Construction Industry Training Board (CITB) Labour Forecasting Tool to provide indicative construction employment numbers for each Zone and then NRDR. Whilst these jobs are temporary in nature, the construction period for CGC is expected to last approximately 20 years and so the employment opportunities provided are important to consider in the context of this document.
- Indirect employment has been considered in the context of expected spending generated by both residents and businesses on-site. Average household expenditure of £270 per week for East of England has been applied to the 6,250 households on-site based on ONS Family Spending Survey 2021. However, due to the risk of double-counting jobs that will already be on-site, we have not quantified the potential employment impacts of this spending or those associated with business supply chains.

5 Number of jobs at CGC

5.1 As set out in the Methodology section above, the jobs associated with CGC could take various forms:

- Those based in the employment/non-residential floorspace on-site;
- Those that are based from home i.e. those working from home, at home, or at no fixed address and hybrid-working i.e. those working partly from home (at least one day a week) and partly from another employment location;
- Those associated with the management body(ies) who are responsible for the day-to-day running, maintenance, and general stewardship of various assets on-site e.g. green infrastructure and community facilities;
- Construction phase employment; and
- Indirect employment.

5.2 These are considered in turn below.

Jobs based in the employment/non-residential floorspace on-site

5.3 The different zones of CGC have different characters and compositions. This affects the number and nature of employment opportunities expected to be accommodated by the non-residential floorspace on-site. An overview of each zone and its employment potential is set out below:

[5] Including: Chatham Maritime Trust; The Hampstead Garden Suburb Trust Limited; and Caterham Barracks Community Trust.

- **Zone 1** – contains dedicated employment areas (including an innovation hub and Channels Employment Area) as well as non-residential floorspace (predominantly located in Great Belsteads Village Centre) which will accommodate jobs across a variety of potential uses such as retail, indoor sport, healthcare. There will also be a primary school, a standalone nursery, and community centre/hall;
- **Zone 2** – this zone comprises an employment hub (Willow Hill Employment Hub), three school sites (including two standalone primary schools with co-located nurseries and an all-through school), floorspace for up to three standalone early years facilities, three village centres, a community hub, a sports hub; and a nature park (Duke's Wood Nature Park);
- **Zone 3** – is predominantly residential in nature. It is envisaged that these residential uses will take the form of SFR properties. This type of residential accommodation is likely to support jobs directly due to the management and service aspect associated with them. The Zone also contains a sports hub at Channels Discovery Park.
- **NRDR** – no end-use employment specifically expected to be associated with this phase. Construction phase employment effects only.

5.4 The employment expected to be accommodated in each Zone (by use) has been set out in Table 5.1. A more detailed table which includes floorspace figures and job densities for the different uses across the Zones has been provided at **Appendix 1** of this report.

Table 5.1: Gross employment across CGC

Use	Zone 1[6]	Zone 2[7]	Zone 3[8]	TOTAL
Office	2,621	101	0	2,722
General industrial, storage/ distribution	0	422	0	422
Town centre uses (including finance, professional services, retail etc)	193	188	0	381
Other/sui generis	0	194	0	194
Healthcare[9]	0	41	0	41
Community and leisure	9	27	5	41

[6] Figures use 'best-case scenario' from the Zone 1 Socio-Economic ES chapter
[7] Figures use 'best-case scenario' from the Zone 2 Socio-Economic ES chapter
[8] Calculated by Quod using information from Applicant and project experience
[9] It is possible that some temporary healthcare accommodation will be provided in Zone 1 prior to the permanent facility opening in Zone 2. However, the jobs based at a temporary facility would be expected to move to the new facility once complete and, therefore, no job figure has been provided for Zone 1 in relation to healthcare.

Education[10]	52	247	0	299
Standalone early years	13	40	0	53
Specialist residential accommodation[11]	0	69[12]	5[13]	74
TOTAL JOBS (FTE)	**2,888**	**1,329**	**10**	**4,227**
TOTAL JOBS (HEADCOUNT)[14]	**3,463**	**1,594**	**12**	**5,069**

NB – numbers may not tally due to rounding.

Home-working and hybrid working

5.5 Based on the approach set out in the methodology section, it is estimated that CGC could support up to **1,680** working age, economically active residents doing their jobs at home or from home. It is important that these jobs are considered as part of the overall employment target particularly given the sustainability credentials that the Garden Community is seeking to achieve. There is also an objective for homes and businesses on-site to be able to access high-speed broadband connections to encourage economic activity from home and from the Site as a whole.

Governance bodies at CGC

5.6 Among the Town and Country Planning Association's (TCPA) Garden City Principles includes the need to ensure:

- Strong vision, leadership and community engagement;
- Community ownership of land and long-term stewardship of assets.

5.7 A CGC-wide Stewardship Statement has been prepared to embed these principles into the proposals. This explains that ultimately there is an objective to establish a single stewardship body which will co-ordinate stewardship, place-making, and community development across CGC.

5.8 The employment associated with the stewardship body is difficult to estimate at this stage in the development process until further detail is known. However, based on research of examples of these organisations across other garden community/new settlements, it is estimated the body could support **c.20 jobs** (headcount e.g. including full-time and part-time roles). This is expected to include roles such as: a chief executive, administrative staff, community liaison staff, park rangers/gardeners, and maintenance/repair staff.

[10] Including co-located nursery, primary and secondary where relevant to the Zone.
[11] Final floospace and uses, including any specialist accommodation, are subject to approval of individual Outline and Reserved Matters Applications. Included here for illustration, but the target of one-job-per-home is still achieved with or without any specialist accommodation
[12] Elderly accommodation
[13] Single Family Rental (SFR)
[14] See Footnote 2

Construction phase employment

5.9 Construction phase employment is, by its nature temporary. Those jobs will not be required once a development is complete and operational. The development of CGC is likely to take approximately 20 years to complete. The Zones will have different construction durations and, as such, there will be fluctuations in headcount of people working on-site during the build out period. As such we have presented the overall figure as an average headcount over the 20-year construction programme.

5.10 Using the approach set out in the Methodology section, it is estimated that CGC could support an average headcount of approximately **380 construction jobs** over the course of the 20-year construction period.

Indirect employment

5.11 In addition to the above, there would be indirect employment. Spending in the area by the new households would support or create further jobs locally including within Chelmsford town centre and the area immediately surrounding the Site. Based on average household expenditure of £270 per week for East of England (ONS Family Spending Survey 2021), there would be nearly £90m a year in additional spending resulting from CGC once fully complete and operational. Similarly, there would be multiplier effects from the jobs directly accommodated on site, through business supply-chain effects. It is not possible to directly quantify these effects because of double counting, but it is expected to be in the region of several hundred net additional jobs in the area.

Summary

5.12 On the basis of the figures above, the proposals for CGC have the potential to achieve between **approximately 6,770 jobs plus 380 construction jobs**. This compares to an overall figure of 6,250 homes.

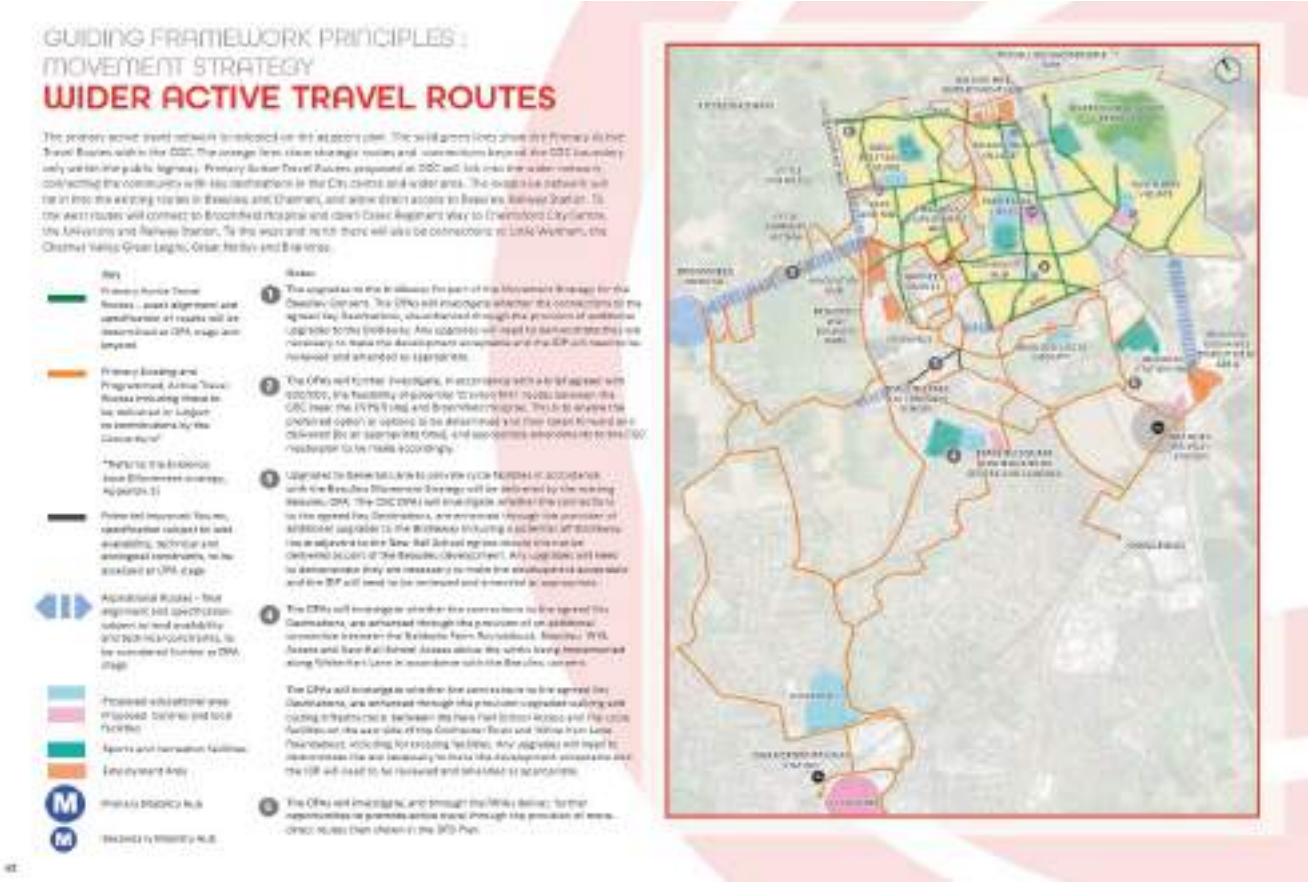
6 Accessibility to wider employment hubs

6.1 As well as directly accommodating employment, CGC will also have good access to a range of jobs in existing (and future) employment locations in the surrounding area.

6.2 Of key importance to those journeys being made into and out of the Site is ensuring that as large a proportion as possible are made or are able to be made via sustainable transport modes.

6.3 The image at Figure 6.1 is taken from the DFD. It shows the travel routes that are proposed in order to link the Site with the wider area including specific destinations such as: Broomfield Hospital, Chelmsford City Centre, new employment areas/employment hubs/innovation hubs e.g. within Beaulieu and CGC itself, and the new Beaulieu Park Rail Station (which began construction earlier this year and is due for completion in 2026).

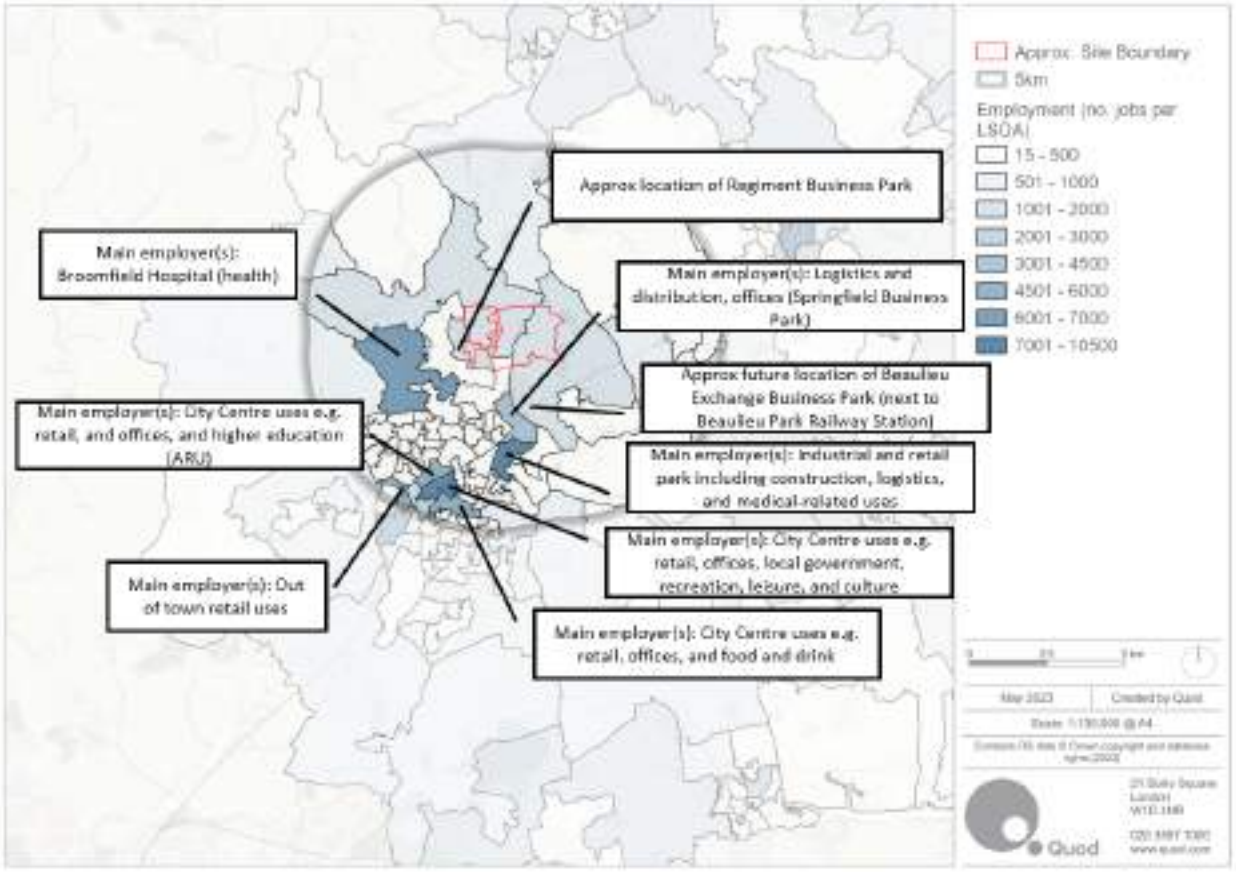
Figure 6.1: Wider Active Travel Routes to and from CGC



6.4 Figure 6.2 shows the concentration of jobs close to the CGC site boundary with a particular focus on the area within 5km of the site boundary[15]. It indicates that there are concentrations of employment to the west, south, and south-west of the Site and within 5km of the site boundary. These concentrations align well with the routes into and out of the Site as shown in Figure 6.1.

[15] ONS, 2021. Business Register and Employment Survey (BRES).

Figure 6.2: Concentration of employment within 5km of CGC



6.5 The above analysis identifies the employment 'hubs' that are relatively local to the CGC site. However, it is also important to note that, according to 2011 Census statistics, 20% of the employed working age population of Chelmsford recorded London as their place of work. There is an existing train station – Chelmsford – located in Chelmsford City Centre opposite the bus station. This provides regular (approximately six trains per hour at peak times) trains to London Liverpool Street which take between 37mins to 40mins.

6.6 As of 2026[16], a new railway station – Beaulieu Park Station – will be opened and added to the Great Eastern mainline (the first new station for this line for over 100 years). This station is intended to serve the new community to the north-east of Chelmsford (comprising the developments of Beaulieu, Channels and Chelmsford Garden Community) and more generally support wider economic growth in the area. The opening of the new station will also help to relieve pressure on Chelmsford station and help to reduce car journeys and consequently congestion and air pollution on local roads.

[16] Network Rail – information leaflet – Beaulieu Park Station – a new station for Chelmsford

7 Conclusions

7.1 Overall, through a combination of jobs accommodated by the non-residential floorspace on-site, the propensity for people to work wholly or partially from home, and the potential employment associated with the future stewardship body, it is expected that **CGC will meet the one job per dwelling metric** as identified in the DFD. There will also be a significant number of temporary construction employment opportunities throughout the duration of the build-out process and indirect employment generated both on and off-site resulting from the spending of households and businesses based on-site.

7.2 These, combined with the accessible routes to the area surrounding the Site, including existing and future employment hubs plus the improved accessibility to London (once the Beaulieu Park Railway Station is complete), means that CGC will maximise its potential to be a truly sustainable development from an economic perspective. There will be a range of jobs, both on and off-site, that will be accessible via sustainable means to future residents.

Appendix 1 – Detailed breakdown of employment floorspace and employment figures across the CGC Zones

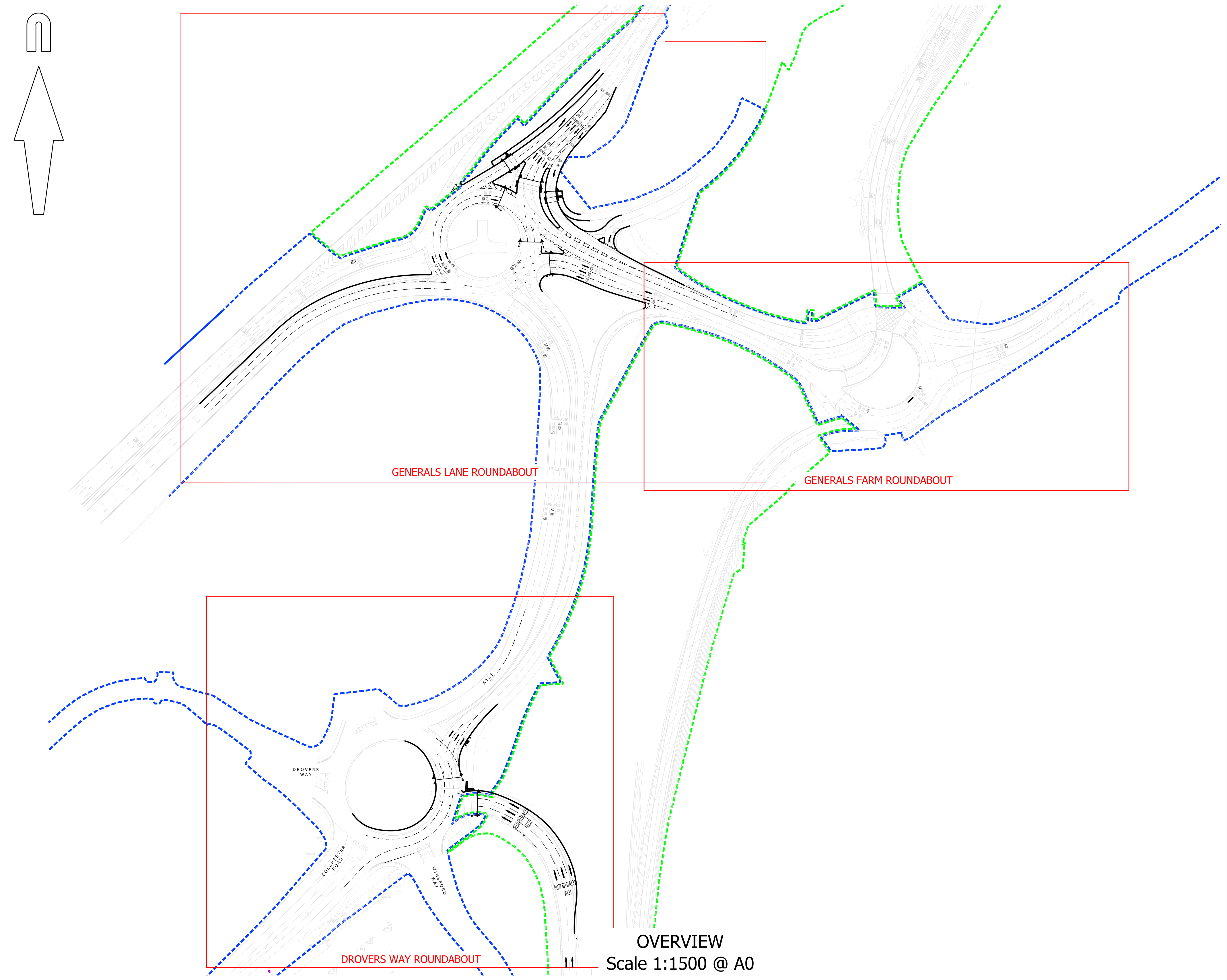
	Zone 1[17]			Zone 2[18]			Zone 3[19]		
Use	**Floorspace (NIA)**	**Job density**	**No. of jobs**	**Floorspace (NIA)**	**Job density**	**No. of jobs**	**Floorspace (NIA)**	**Job density**	**No. of jobs**
Office	31,449sqm	12sqm per job	2,621	1,009sqm	10sqm per job	101	n/a	n/a	n/a
General industrial, storage/ distribution	n/a	n/a	n/a	12,920sqm	36sqm per job	422	n/a	n/a	n/a
Town centre uses (e.g. finance, professional services, retail etc)	1,991sqm	10sqm to 12sqm per job	193	2,826sqm	15sqm per job	188	n/a	n/a	n/a
Other/sui generis	n/a	n/a	n/a	1,938sqm	10	194	n/a	n/a	n/a
Healthcare[20]	n/a	n/a	n/a	1,065sqm	n/a	41	n/a	n/a	n/a
Community and leisure[21]	456sqm	50sqm per job	9	1,259sqm	65sqm per job	27	n/a	n/a	5
Education[22]	n/a	n/a	52	n/a	n/a	247	n/a	n/a	n/a
Standalone early years	n/a	n/a	13	n/a	n/a	40	n/a	n/a	n/a

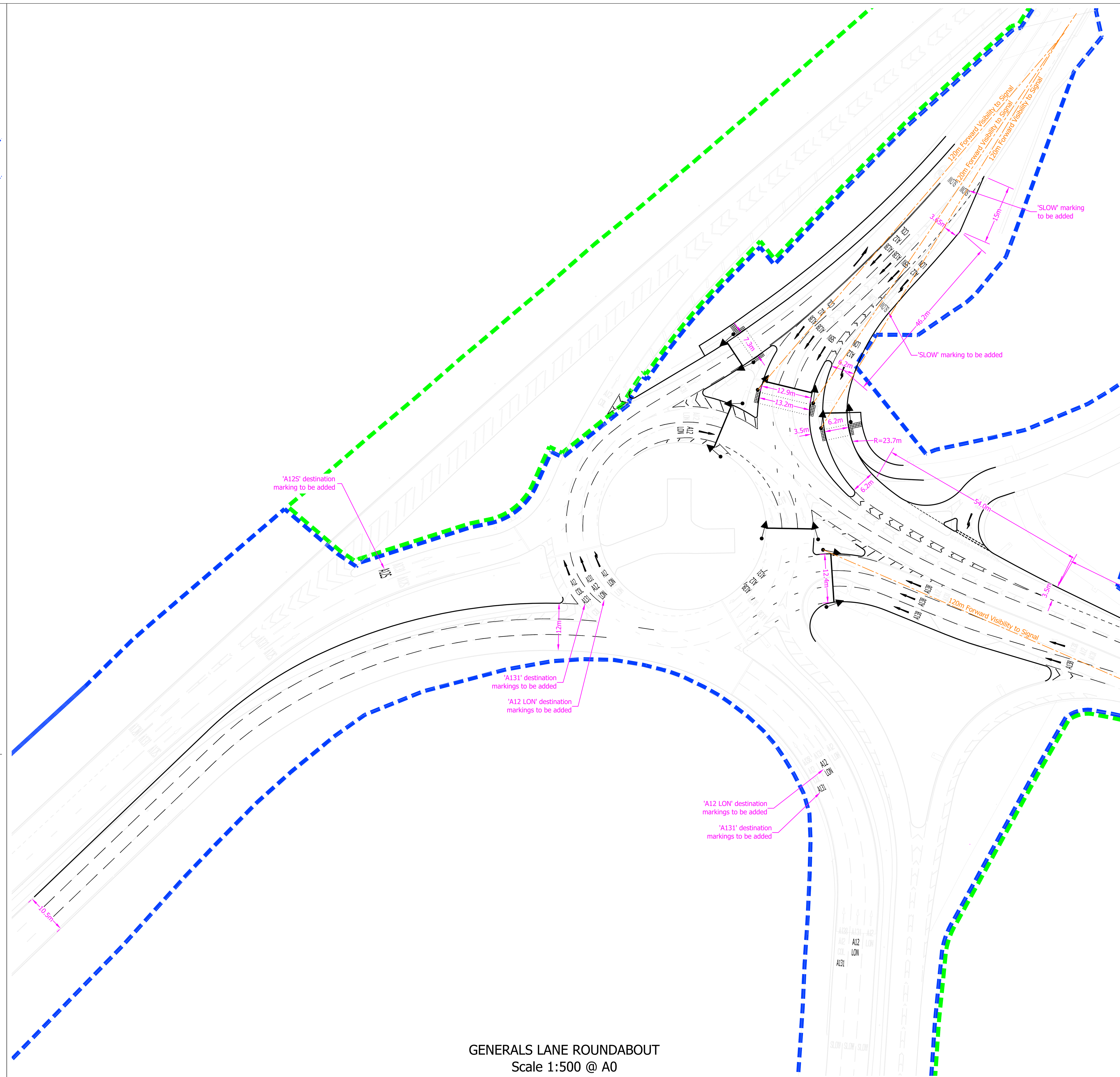
[17] Figures use 'best-case scenario' from the Zone 1 Socio-Economic ES chapter
[18] Figures use 'best-case scenario' from the Zone 2 Socio-Economic ES chapter
[19] Calculated by Quod using information from Applicant and project experience
[20] It is possible that some temporary healthcare accommodation will be provided in Zone 1 prior to the permanent facility opening in Zone 2. However, the jobs based at a temporary facility would be expected to move to the new facility once complete and, therefore, no job figure has been provided for Zone 1 in relation to healthcare. Healthcare employment is based on Quod research.
[21] Employment figure for Zone 2 also includes approx. 3 jobs supported by the sports
[22] Including co-located nursery, primary and secondary where relevant to the Zone – job figures are based on Quod research.

CGC Employment Statement

Specialist residential accommodation[23]	n/a	n/a	n/a	n/a	n/a	69[24]	n/a	n/a	5[25]
TOTAL JOBS (FTE)			**2,888**			**1,329**			**10**
TOTAL JOBS (HEADCOUNT)[26]			**3,463**			**1,594**			**12**

[23] See footnote 11
[24] Elderly accommodation
[25] Single Family Rental
[26] See Footnote 2





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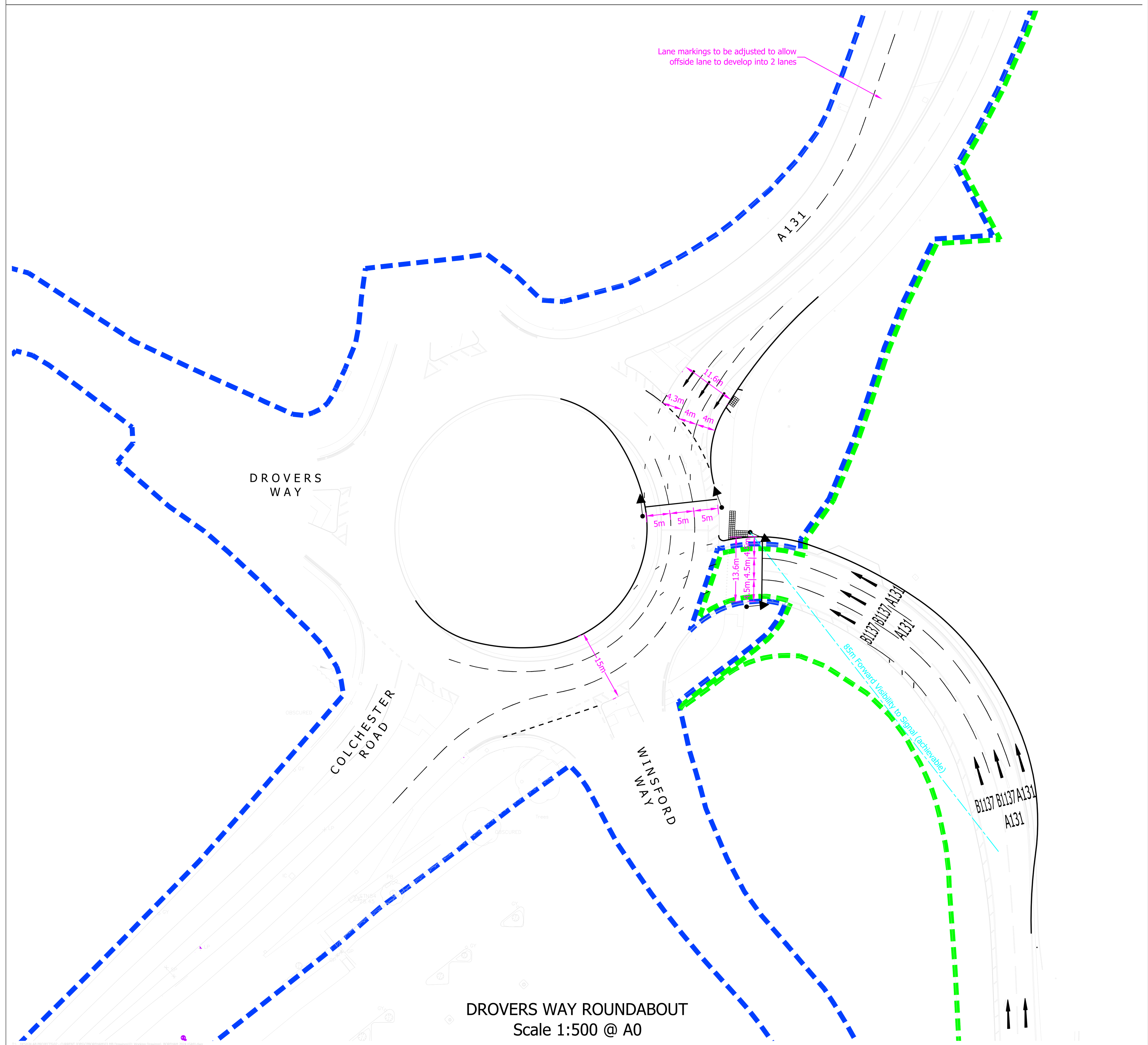
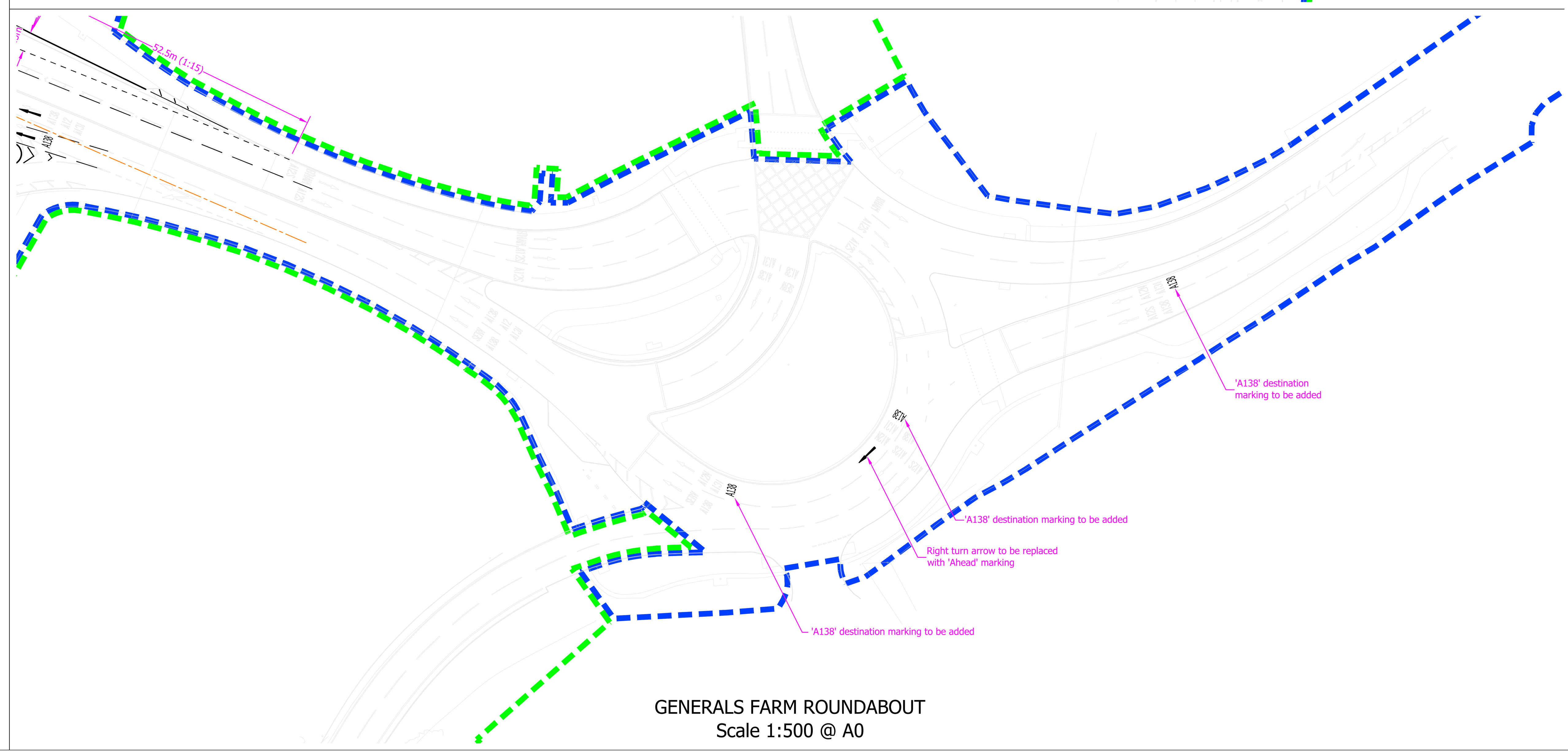
KEY

- APPROXIMATE ECC HIGHWAY BOUNDARY
- APPROXIMATE NATIONAL HIGHWAYS HIGHWAY BOUNDARY
- INDICATIVE TRAFFIC SIGNAL LOCATION
- 120m FORWARD VISIBILITY SPLAY TO TRAFFIC SIGNAL (40mph)
- 87m (ACHIEVABLE) FORWARD VISIBILITY SPLAY TO TRAFFIC SIGNAL (50mph)





FOR INFORMATION
NOT FOR CONSTRUCTION

rev.	amendment	checked	date
P5	Drovers Way roundabout, A12 slip off arm reduced in width. (PB)	IM	09/09/2025
P4	Lane dedication markings amended at Drovers Way rbt, dimensions, notes and highway boundaries added. Traffic signals added. (PB)	IM	20/08/2025
P3	Left-in, left out access to teardrop provided. (OJN)	IM	30/07/2025
P2	Drawing updated following discussions with Client Team, ECC & National Highways (OJN)	IM	28/07/2025
P1	Initial Issue. (OJN)	IM	22/07/2025

mayer brown

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client: COUNTRYSIDE ZEST (BEAULIEU PARK) LLP

project: BEAULIEU PARK DEVELOPMENT
BOREHAM, ESSEX

scale	drawn by	checked by
AS SHOWN @ A0	PB	IM

date	cad file
SEPTEMBER 2025	_BOREHAM 2024 (GA9).DWG

title: JUNCTION 19 IMPROVEMENTS
GENERAL ARRANGEMENT PLAN

Mayer Brown Limited jobcode	suitability	revision
CPBOREHAMAIRFIELD.1	-	P5

drawing number: Z03100_MAY_NA_BRI_SK_D_GA9

Chelmsford Garden Community – Project Structure Diagram

Key Project Partners:

Local Planning Authority: Chelmsford City Council Project Team
Landowners/Developers: Chelmsford Garden Community Consortium
Essex County Council
Homes England
Chelmsford Garden Community Council

Delivery Board

Strategic guidance and oversight and to act as resolution forum to ensure the timely delivery of the Chelmsford Garden Community and its supporting infrastructure. The Board will monitor the Planning Performance Agreements (PPAs) for the preparation of a comprehensive masterplan and future PPAs governing pre-application and planning applications.

Membership:
Chelmsford City Council (Senior Members and Officers)
Essex County Council (Senior Members and Officers)
Chelmsford Garden Community Developer Consortium Representatives
Homes England

Three scheduled meetings per annum – February, June and October
Draft Terms of Reference agreed

Community Liaison Group

Providing updates to local interest groups and provides the opportunity for the local community to engage with the existing and emerging communities as the Garden
Community develops over the next 20+ years.

Membership:
Chelmsford City Council
Essex County Council
Chelmsford Garden Community Developer Consortium Representatives
Chelmsford Garden Community Council
Ward/Division Members (CCC and ECC)
Parish Councils (Boreham, Broomfield, Springfield and Little Waltham)
Local Interest Groups

Two scheduled meetings per annum – May and September
Terms of Reference written

Strategic Review Group

A forum for discussion between key project partners on overarching strategic matters at the Garden Community which are cross Zone and relate to the entire site. Feedback to be provided to Delivery Board .

Membership:

Chelmsford City Council (Senior Officers)

Essex County Council (Senior Officers)

Chelmsford Garden Community Developer Consortium Representatives

Monthly meetings

Terms of reference to be agreed.

Stewardship Steering Group

Purpose of group and terms of reference to be set out within the Planning Framework Agreement (PFA).

Membership to be agreed post decision on outline applications.

IDP Working Group

Purpose of group and terms of reference to be set out within the Planning Framework Agreement (PFA).

Membership to be agreed post decision on outline applications.

Transport Review Group

Purpose of group and terms of reference to be set out within the Planning Framework Agreement (PFA).

Membership to be agreed post decision on outline applications.

Education Review Group

Purpose of group and terms of reference to be set out within the Planning Framework Agreement (PFA).

Membership to be agreed post decision on outline applications.

Progress Delivery Group

Purpose of group and terms of reference to be set out within the Planning Framework Agreement (PFA).

Membership to be agreed post decision on outline applications.

APPENDIX 6

The Housing and Regeneration Agency

Homes England

FAO: Jeremy Potter
Chelmsford City Council
Civic Centre
Duke Street
Chelmsford
CM1 1JE

Your Ref:

Our Ref: HIF/FF/PCS30077

Date: 04 December 2025

By email only to: jeremy.potter@chelmsford.gov.uk

Dear Jeremy,

Chelmsford Garden Community – Approach to funding and delivery of Junction 19 of the A12 and proposed improvements to Beaulieu Station Access Roundabout

Thank you for your letter dated 13 November 2025 to my colleague Kate Wilson regarding the above.

I am pleased to hear good progress has been made with the CGC Developer Consortium and that a delivery and funding position has been agreed in principle with the County Council and City. I understand from my team you are targeting Planning Committee on the 15 December 2025 – this would be a fantastic milestone to achieve to help drive the project forward and provide confidence and assurance to all parties.

As you are aware, Homes England have been actively involved in the funding discussions since DfT announced the cancellation of the A12 widening scheme back in July, and we are sighted on the proposed funding solution and "ask" of us in terms of our contribution to the overall solution. As you state in your letter, Homes England await the formal Material Amendment from Essex County Council (ECC) as Grant Recipient under the Housing Infrastructure Fund (HIF) Grant Determination Agreement (GDA). That said, we have commenced our due diligence in the interim on the information we have been provided to date, to ensure we can conclude our review and issue our recommendation to the HIF Delivery Board as soon as possible.

I can confirm Homes England's commitment to take a recommendation paper to the HIF Delivery Board as soon as possible (targeting January 2026 subject to timely receipt of the outstanding information from ECC) in accordance with the following key principles:

1) £12m HIF contribution (from unallocated contingency) to the Beaulieu Access Package, comprising £4m towards J19 and £8m towards Roundabout 5. Our understanding is that discussions are underway separately regarding contributions from the CGC Developer Consortium, ECC and National Highways to contribute the remaining required funds.
2) An associated extension to the HIF Availability Period, date to be confirmed by ECC, on the basis ECC will deliver the works and drawdown the HIF as soon as possible.
3) HIF scheme scope to be updated to include the J19 and Roundabout 5 works.
4) No change to the terms of the existing HIF Recovery & Recycling Strategy.

6th Floor
Windsor House
42 - 50 Victoria Street, Westminster
London, SW1H 0TL

0300 1234 500
@HomesEngland
www.gov.uk/homes-england

5) Cost overrun risk remains with the Grant Recipient.

I cannot pre-judge the Board's decision which will be governed by (amongst other things) completion of due diligence satisfactory to Homes England and capital funding availability.

We have been keeping MHCLG, in conjunction with the other relevant Board members, updated and briefed on the project and proposed solutions. They are aware that a Material Amendment request is being submitted by ECC, that will be seeking to use £12m unallocated contingency to fund A12 cancellation mitigation works, along with a time extension. They are also aware we are targeting submission of our recommendation paper to them in January 2026 for consideration in accordance with the programme delegations.

MHCLG and Homes England (in conjunction with ECC) are also involved with the on-going discussions with DfT and National Highways around a contribution to the Project.

This is an important Project – it is on site and delivering much needed housing locally, as well as contributing to national targets, and we remain committed to supporting the Project, subject to the approval processes referred to in this letter.

I trust this letter is satisfactory at this stage to progress your proposed way forward to getting the Project to Planning Committee on the 15 December 2025.

In order to help us achieve submission of our recommendation paper to HIF Delivery Board as soon as possible, if CCC could provide any outstanding information to allow ECC to submit its formal Material Amendment as a matter of urgency that would be appreciated.

Yours sincerely

Pauline Schaffer
Director of Infrastructure Funding, Homes England

cc: Nick Eveleigh – Chief Executive - Chelmsford City Council

Jonathan Schriffes – Head of Housing Growth and Garden Communities, Essex County Council

Billy Parr – Head of Network Development, Essex County Council

APPENDIX 7

Billy Parr
Head of Network Development
Essex County Council
Market Road
Chelmsford
CM1 1QH

Richard Leonard
Head of Strategic Development
Customer, Strategy and Comms
National Highways

4 December 2025

Via E-Mail to:

billy.parr@essex.gov.uk

Dear Billy,

CHELMSFORD GARDEN COMMUNITY – A12 JUNCTION 19 IMPROVEMENTS

This letter summarises National Highways' position in respect of the planning application for Chelmsford Garden Community housing developments and associated mitigation proposals for A12 Junction 19 on the strategic road network.

Following ongoing discussions with Essex County Council, the Department for Transport, Ministry Homes Communities and Local Government and Homes England, we are now satisfied that our planning holding response in relation to Zones 1 and 3 can now be removed. This holding response was in place while suitable trigger points for the delivery of agreed mitigation at A12 Junction 19 were being established.

The National Highways planning response will include a condition requiring our agreement to the content of the Planning Framework Agreement (PFA), which is linked to site-specific Section 106 Agreements. In addition, a condition will require that Section 1a of the proposed Chelmsford Bypass remains restricted to bus use only until practical completion of the A12 Junction 19 Scheme, subject to the necessary legal processes. If the latter cannot be secured for any reason, agreement with National Highways will be needed to implement an alternative solution.

This letter provides provisional confirmation of this position while the PFA is being drafted by Chelmsford City Council, Essex County Council and the developer consortium. National Highways' agreement remains subject to the completion of a legal review of the PFA.

The key provisions of the PFA relevant to National Highways are as follows:

- Zones 1 and 3 are subject to a trigger limiting occupation to **no more than 558 dwellings** until the Northern Radial Distributor Road (RDR) is completed and open to traffic.
- Section 1a (Chelmsford Bypass) shall remain restricted to bus use only until the Junction 19 Scheme is practically completed, subject to the necessary legal processes.

I understand that you have had a further conversation with Kelly Milburn (Spatial Planning Manager) regarding the addition of Zone 2 to the PFA with a trigger point that caps occupation at 875 houses (within Zone 2) until the mitigation works at A12 J19 are complete. She is currently reviewing the impact of this proposition on the Strategic Road Network, and it is hoped that this will enable us to remove the NH holding response in respect of Zone 2 shortly. We will endeavour to be in a position where we can agree to removing the holding objection to Zone 2 in advance of the Planning Committee on December 15.

National Highways will also remove the holding objection to the Northern Radial Distributor Road (NRDR), subject to the second bullet point above related to bus use only until the Junction 19 Scheme is practically completed.

Regarding a funding contribution towards the mitigation scheme at A12 Junction 19, National Highways is unable provide definitive confirmation at the present time.

National Highways core funding is set through the Road Investment Strategy (RIS) process, normally in five-year cycles called Road Investment Periods. The start of the next five-year Road Investment Period (RIS3) will begin in April 2026. A draft RIS3 was published in August, outlining a key role the RIS has in supporting the Government's missions and critical work to enhance, renew and maintain the strategic road network. This includes a key role in supporting the Government's housing goals. The draft RIS3 set out the public funds available for the period (April 2026 to March 2031) of £24.983 billion. RIS3 is due to be published in March 2026.

Any funding for the scheme's construction, understood to be required from 2027/2028, would need to come from available RIS3 allocations once this is confirmed and will be subject to normal governance and due diligence arrangements.

Given the timescales involved and the alignment between the project and likely RIS3 outcomes supporting the Government's housing priorities, National Highways will continue to work with Essex CC and Chelmsford CC, to enable the necessary preparatory work, including further design development to be continued. This would allow the pace to be maintained in seeking the contribution to your required timescales, whilst enabling National Highways to undertake further assurance.

Whilst we are not able to provide a commitment to making a funding contribution towards the project at this stage, we recognise the substantial potential for this project in Essex to support national housing growth and can commit to supporting you in seeking to secure the funding within your required timescales.

I trust this letter provides clarity on National Highways' position in respect of the proposed development and demonstrates a clear pathway to a successful outcome.

Yours sincerely,

Richard Leonard
Head of Strategic Development

Billy Parr
Head of Network Development
Essex County Council
Market Road
Chelmsford
CM1 1QH

Richard Leonard
Head of Strategic Development
Customer, Strategy and Comms
National Highways

5 December 2025

Via E-Mail to:

billy.parr@essex.gov.uk

Dear Billy,

CHELMSFORD GARDEN COMMUNITY – A12 JUNCTION 19 IMPROVEMENTS

This letter summarises National Highways' position in respect of the planning application for Chelmsford Garden Community housing developments and associated mitigation proposals for A12 Junction 19 on the strategic road network.

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Any funding for the scheme's construction, understood to be required from 2027/2028, would need to come from available RIS3 allocations once this is confirmed and will be subject to normal governance and due diligence arrangements.

Given the timescales involved and the alignment between the project and likely RIS3 outcomes supporting the Government's housing priorities, National Highways will continue to work with Essex CC and Chelmsford CC, to enable the necessary preparatory work, including further design development to be continued. This would allow the pace to be maintained in seeking the contribution to your required timescales, whilst enabling National Highways to undertake further assurance.

Whilst we are not able to provide a commitment to making a funding contribution towards the project at this stage, we recognise the substantial potential for this project in Essex to support national housing growth and can commit to supporting you in seeking to secure the funding within your required timescales.

I trust this letter provides clarity on National Highways' position in respect of the proposed development and demonstrates a clear pathway to a successful outcome.

Yours sincerely,

Richard Leonard
Head of Strategic Development

APPENDIX 8

Jeremy Potter
Spatial Planning Services Manager
Chelmsford City Council
Duke Street
Chelmsford
CM1 1JE

Essex County Council

By email

4th December 2025

Dear Jeremy,

Re: Works to Junction 19 of the A12 and Station Access Roundabout

I write further to the letter you sent to Homes England on 13th November concerning the approach to the funding and delivery of improvements to Junction 19 of the A12 and proposed improvements to Beaulieu Park Station Access Roundabout.

Within the letter, you set out the steps needed to enable a planning committee to be held by the end of the year to consider the Outline Planning Applications for Zones 1 and 3 of the Chelmsford Garden Community (CGC) as well as the Northern Radial Distributor Road. One of these steps requested a letter of comfort from ECC setting out the County Council's intentions in respect of the above schemes.

I note that Homes England have today replied to your letter, setting out the planned recommendations they intend to take to the HIF Delivery Board, and that the CGC Developer Consortium put forward a proposal on the funding and delivery mechanisms for the above schemes on 11th November. ECC agrees with Chelmsford City Council (CCC) and the other parties involved that these are important schemes, and our position is that – following the cancellation of the A12 widening scheme this summer – they are both needed to enable CGC to come forward.

As you note, a significant amount of progress has been made over the past few months to identify a way forward that works for all parties. Given the positive recent commitments that have been made by the Developer Consortium and Homes England, ECC members were able to informally discuss the County Council's position last week and I can report that ECC is willing in principle to agree to:

1. Submit a Material Amendment to Homes England which fits with the key principles set out in the Homes England letter dated 4th December;
2. Subject to the terms of the above, consider taking a decision to:

a. Procuring the delivery of the upgrade of both Junction 19 and Station Access Roundabout; and
b. Contributing up to £8m towards the upgrade that is needed to Station Access Roundabout from the Council's capital programme.

This agreement is however subject to a number of conditions, including that National Highways agree to contribute towards the costs of upgrading Junction 19 and that the parties involved (namely CCC, the Developer Consortium, National Highways and Homes England) will work collaboratively with ECC to ensure the projects can be delivered efficiently and expeditiously. We will work closely with CCC and the other parties in the coming weeks to formalise these respective agreements

ECC does want to make clear that we believe the County Council has already made a significant contribution towards bringing forward the delivery of CGC, through infrastructure that has already been completed or is in construction, and this in-principle agreement is a further demonstration of ECC's commitment towards enabling sustainable growth within the county.

ECC firmly believes that Government needs to address the challenges that have been created for CGC by the cancellation of the A12 widening scheme, through making a significant contribution towards the lower cost solution that has been identified locally, alongside the commitment that has been made by ECC, CCC and the Developer Consortium. This jointly funded solution allows our shared ambitions on housing growth and economic development to be realised. We would add to this that there are other parts of the A12 corridor where development is predicated on improvements to the road, and in this respect the solution that has been identified here is expected to be the first of a series of improvements we wish to agree with Government agencies in the coming months.

I trust that this letter provides you with an understanding of ECC's position for the purpose of enabling a planning committee to be held by CCC by the end of the year. I look forward to ECC and all other parties continuing to support the delivery of this important development.

Yours sincerely,

Haroona Chughtai
Director of Highways and Transport
Essex County Council

Cc. Nick Eveleigh, Chief Executive, CCC
Pauline Schaffer, Director of Infrastructure Funding, Homes England

Essex Highways

APPENDIX 9

Chelmsford Garden Community to Broomfield Hospital Active Travel Route

Optioneering Study

November 2025

Document Control Sheet

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Executive Summary

Essex County Council (ECC), in partnership with Chelmsford City Council (CCC), commissioned Essex Highways to undertake an optioneering study to assess potential active travel routes connecting Chelmsford Garden Community (CGC) to Broomfield Hospital.

This initiative supports CCC's strategic objective to promote sustainable transport and enhance walking and cycling infrastructure as part of the CGC Stage 1 Masterplan. Building on previous feasibility work, the study aimed to identify a preferred route that is deliverable, environmentally sensitive, and aligned with national design guidance.

Three indicative route options, northern, southern, and a byway alternative, were evaluated through site audits, design appraisals, and toolkit-based assessments. The northern route was found to be highly constrained due to flood risk, heritage sensitivities near Croxtons Mill, and ecological impacts within Little Waltham Meadows Nature Reserve. In contrast, the southern route emerged as the preferred alignment, offering improved connectivity, fewer environmental constraints, and better integration with the proposed Essex Regiment Way Sustainable Transport Corridor.

A key feature of the preferred route is a new pedestrian and cycle bridge over the River Chelmer, located to avoid heritage assets, overhead utilities, and sensitive riparian habitats while meeting accessibility and flood resilience standards. The bridge would have a 4.0-metre-wide deck with approach ramps suitable for cyclists, pedestrians, and equestrian users. The shared-use path is proposed at 3.0 metres wide with 1.0-metre clearance zones on either side, in line with LTN 1/20 guidance. However, equestrian groups may consider this insufficient, highlighting the need for consultation during the next design phase to ensure inclusivity.

The route begins at Main Road (B1008) in Broomfield, utilising and upgrading Public Right of Way (PRoW) Broomfield 28, before crossing the River Chelmer and continuing through CCC-owned land to connect with Back Lane and proposed toucan crossings forming part of the wider active travel network. The alignment minimises third-party land impacts and avoids sensitive ecological and heritage areas.

Indicative costs range from £4.9 million to £6.9 million, including highway improvements, bridge construction, landscaping, and shared-use path provision. Planning considerations include statutory approvals, land dedication or acquisition, and environmental assessments, alongside stakeholder engagement with landowners and statutory bodies.

In conclusion, the preferred route offers a practical, inclusive, and strategically aligned solution that supports sustainable mobility and enhances active travel connectivity between CGC and Broomfield Hospital.

Next steps include environmental assessments, preliminary design development, stakeholder engagement, planning application preparation, and funding strategy formulation.

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1. Introduction

1.1 Overview

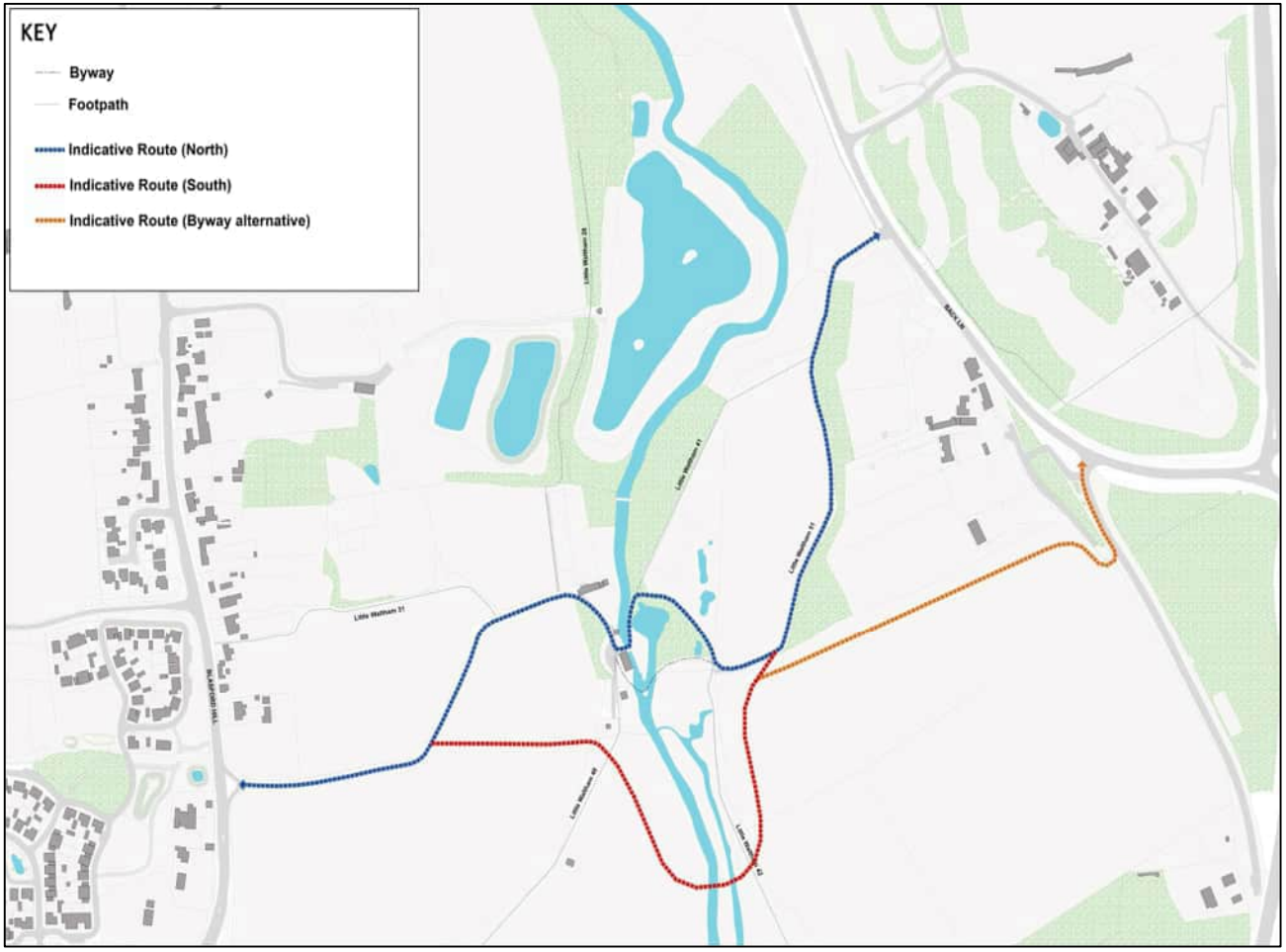
Essex County Council (ECC), in partnership with Chelmsford City Council (CCC), has commissioned Essex Highways to undertake an initial optioneering study to identify and evaluate potential options for delivering new and enhanced active travel infrastructure across the Chelmer Valley. The primary objective of this study is to establish improved walking and cycling connections between the western edge of the Chelmsford Garden Community (CGC) and Broomfield (specifically Broomfield Hospital, which was identified as a key destination in the CGC Movement Strategy).

The CGC comprises existing developments at Beaulieu and Channels, alongside new allocations across three northern zones. Once fully built out, the CGC would deliver over 10,000 homes. Outline planning applications have been submitted for all three zones, with negotiations currently at an advanced stage. These applications include proposals for new village centres, schools, employment land, and up to 6,250 new homes. This would create demand for travel between the community to the west of the Chelmer Valley and the new one, which would be as little as one kilometre to the east. This has been acknowledged through the consultation draft Local Transport Plan's Implementation Plan for Chelmsford.

This study builds upon the findings of a previous feasibility study prepared by Transport Planning Associates in July 2023. That study explored opportunities for improved active travel connections to the west of the development, as identified in the emerging CGC Stage 1 Masterplan, including addressing the almost three-kilometre gap between all-weather routes that cross the River Chelmer. The Masterplan comprises three core documents: the Development Framework Document (DFD), Infrastructure Delivery Plan (IDP), and Planning Framework Agreement (PFA). The Infrastructure Delivery Plan (IDP) currently proposes a developer contribution towards the delivery of a cross-valley active travel route near to the existing byway adjacent to Croxtons Mill.

The cross-valley connection between CGC and Broomfield was identified as an important aspirational route within the agreed DFD. A key element of the proposed connection to Broomfield involves crossing the River Chelmer, which is likely to require the provision of a new pedestrian and cycle bridge. As an important off-site route including 3rd party land, ECC, in partnership with CCC, commissioned the current study to identify viable infrastructure and route options that can be progressed, highlight a preferred route and determine likely costs required for delivery.

An initial assessment by the commissioning officer team identified three potential off-site route options between CGC and Broomfield in the study area, as illustrated in Figure 1.1 overleaf.



These options comprise:

- **Indicative Route North (Blue Line)** - This route would use Back Lane and the existing byway on the east side of the river and then connect with the existing highway to the west via Croxtons Mill.

- **Indicative Route South (Red Line)** - This route would use Back Lane and the Byway on the east side of the river but provide a new section of route crossing the river to the south. The route would extend via 3rd party land before connecting to the Highway west of Croxtons Mill.

- **Indicative Route Byway Alternative (Orange Line)** - An alternative option is to use more 3rd party land to the east for a more direct route to Back Lane. This could be combined with either option 1 or 2.

1.2 The Brief

The brief focused on assessing route options within the designated corridor and providing well-informed recommendations.

The study area is characterised by a variety of constraints and sensitivities, particularly those associated with landscape character, ecological importance, and heritage assets.

A key challenge within the corridor is the proposed location of a pedestrian and cycle bridge crossing the River Chelmer.

Figure 1-1: Proposed Indicative Route

Identifying a suitable site for the bridge is complex due to physical and environmental constraints, and its final location may significantly influence the alignment of the shared-use route. This, in turn, affects how the route connects to both existing and proposed infrastructure at either end of the corridor. Given these factors, the evaluation may also consider alternative route options that emerge during the study, ensuring that all viable alignments are appraised against the same robust criteria. Each route

option would be assessed against a robust set of criteria, including environmental and planning considerations, cost implications, deliverability, and integration with the surrounding walking and cycling network. The outcome would be a clear recommendation of the preferred route, intended to support future funding applications and infrastructure delivery.

In addition, the proposed options should seek to align with the design proposals for the Essex Regiment Way (ERW) sustainable transport corridor, which runs north–south to the west of Chelmsford Garden Community (CGC).

These proposals include an active travel route along the western side of the ERW corridor, extending from the Nabbotts Farm roundabout to just beyond the Pratts Farm roundabout. The plans also incorporate several highway crossings, including a pedestrian and cycle bridge to the north of Pratts Farm.

1.3 Purpose of the Report

The design tasks encompassed within this study are intended to:

- Identify feasible walking and cycling route options within the defined study corridor;
- Consider the technical requirements and constraints associated with key infrastructure elements, such as a new pedestrian and cycle bridge over the River Chelmer;
- Assess the integration of proposed routes with existing and planned infrastructure, including connections to the Essex Regiment Way (ERW) sustainable transport corridor;
- Evaluate each option against a set of criteria including environmental impact, planning considerations, cost, and deliverability;
- Recommend a preferred route that aligns with the strategic objectives of the CGC Stage 1 Masterplan and supports future funding bids.

The key findings and headline outcomes from the various studies and assessments have been summarised herein. The detailed technical work, analysis, and supporting evidence would be provided separately as technical notes within the appendices to this report. This approach ensures clarity while preserving access to the full breadth of supporting information for reference and review.

2. Design Guidance & Assessment Techniques

The national policy context for active travel changed significantly in 2020 with the Department for Transport's (DfT) publication of 'Gear Change' and the accompanying Local Transport Note 1/20 'Cycle Infrastructure Design'. These two documents outline significant changes for the future of transport planning and design in the UK and the prioritisation of measures that encourage increased levels of walking and cycling.

2.1 Gear Change – Department for Transport (2020)

The Cycling and Walking Plan for England, 'Gear Change: a bold vision for cycling and walking', was published on 27th July 2020. The plan sets out the government's shift in transport policy: to prioritise active travel over single-occupancy private vehicles.

The plan set the following vision:

"Places would be truly walkable. A travel revolution in our streets, towns and communities would have made cycling a mass form of transit. Cycling and walking would be the natural first choice for many journeys with half of all journeys in towns and cities being cycled or walked by 2030".

The plan recognises the need to take action to tackle the barriers to active travel, providing better quality infrastructure to make sure people feel safe and confident cycling. To receive government funding for local highways investment where the main element is not cycling or walking improvements, there would be a presumption that all new schemes would deliver or improve cycling infrastructure to the new standards unless it can be shown that there is little or no need for cycling.

The document sets out key design principles, which are the basis for the updated national guidance for highway authorities and designers, given in LTN1/20, as illustrated.

Figure 2-1: Gear Change – Key Design Principles

2.2 Cycle Infrastructure Design - Local Transport Note 1/20 (July 2020)

Alongside Gear Change, LTN 1/20 (Local Transport Note 1/20) was published in July 2020, containing detailed design guidance and minimum standards for cycle infrastructure design in the UK. Like Gear Change, LTN 1/20 highlights that there are five core design principles which represent the essential requirements to achieve more people travelling by cycle or on foot, based on best practice both internationally and across the UK.

Networks and routes should be **Coherent; Direct; Safe; Comfortable and Attractive.**

Coherent

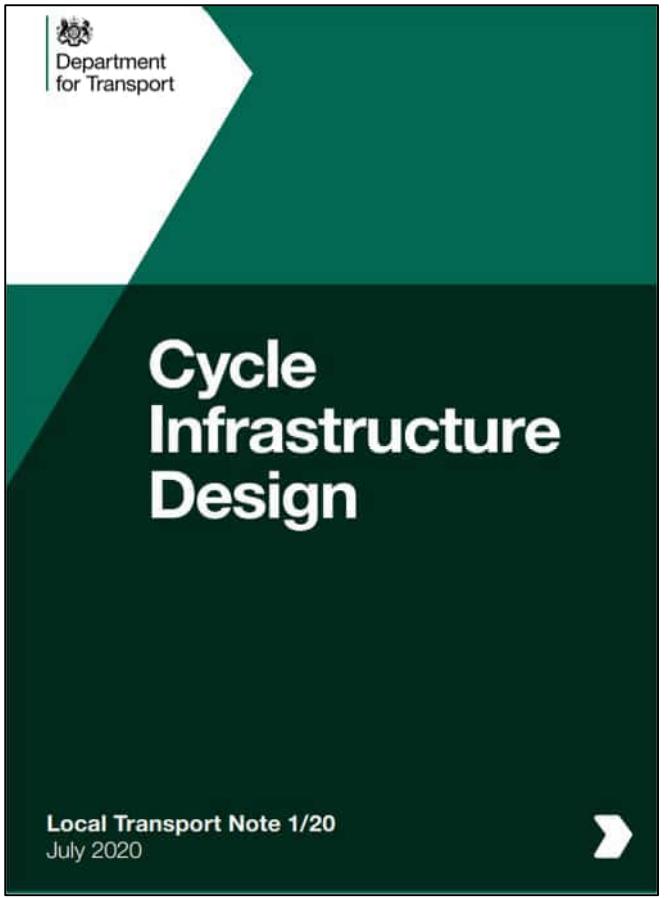
- Cycle networks should be planned and designed to allow people to reach their day-to-day destinations easily, along routes that connect, are simple to navigate and are of a consistently high quality.
- Abrupt reductions in the quality of provision for cyclists would mean that an otherwise serviceable route becomes unusable by most potential users. Sections that do not meet accessibility standards, such as steps on a cycle route, would render a whole journey inaccessible for some people.

Direct

- Directness is measured in both distance and time, and so routes should provide the shortest and fastest way of travelling from place to place. Minimising the effort required to cycle, by enabling cyclists to maintain momentum, is an important aspect of directness.
- An indirect designated route involving extra distance or more stopping and starting would result in some cyclists choosing the most direct, faster option, even if it is less safe.

Safe

- Not only must cycle infrastructure be safe, but it should also be perceived to be safe so that more people feel able to cycle.



- Cycle routes remote from roads may have other risks relating to crime and personal security. The risk of crime can be reduced through the removal of hiding places along a route, by providing frequent access points, by providing lighting, and by passive surveillance from overlooking buildings and other users.

- Maintenance to address surface defects, overgrown vegetation, fallen leaves, snow and ice would all help to reduce the likelihood of falls and crashes for all people and preserve available width and sight lines for cyclists. Cycle parking should be sited where people using the facilities can feel safe from traffic and crime, and away from pedestrian paths.

Comfortable

- Comfortable conditions for cycling require routes with good quality, well-maintained smooth surfaces, adequate width for the volume of users, minimal stopping and starting, avoiding steep gradients, excessive or uneven crossfall and adverse camber.

- Adequate width is important for comfort. Cycling is a sociable activity, and many people would want to cycle side by side, and to overtake another cyclist safely. It is important that cyclists can choose their own speed so that they can make comfortable progress commensurate with the amount of effort they wish to put in.

- Schemes should consider comfort for all users including children, families, older and disabled people using three or four-wheeled cycles. Families are more likely to use off-carriageway facilities. Young children may need additional space to wobble or for an accompanying parent to ride alongside.

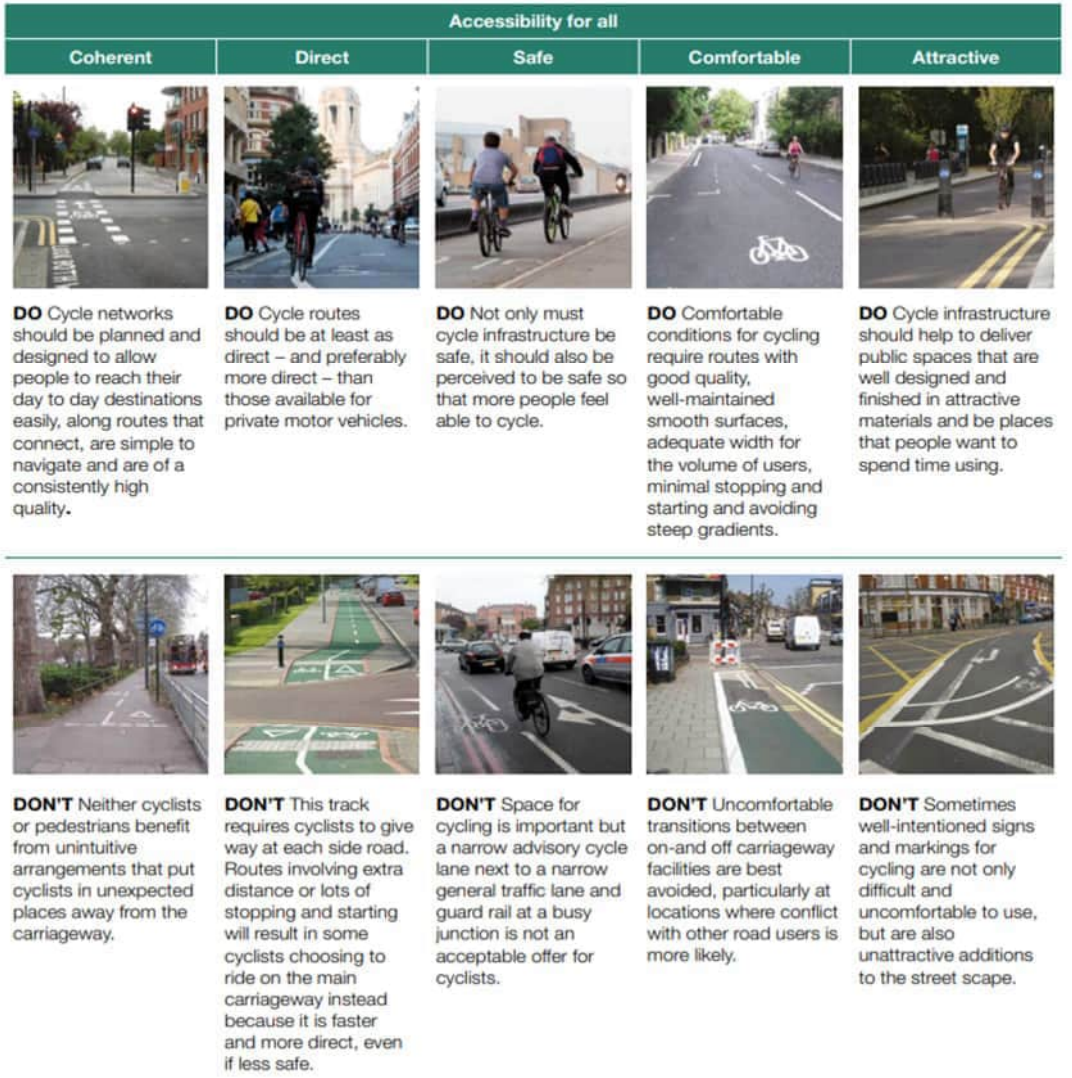


Figure 2-2: LTN 1/20 Core Design Principles

Attractive

- Cycling is a pleasurable activity, in part because it involves such close contact with the surroundings, but this also intensifies concerns about personal security and traffic danger. The attractiveness of the route would therefore affect whether users choose cycling as a means of transport.

- The environment should be attractive, stimulating and free from litter or broken glass. The ability for people to window shop, walk or cycle two abreast, converse or stop to rest or look at a view, makes for a more pleasant experience.

- Cycle infrastructure should help to deliver public spaces that are well designed and finished in attractive materials and be places that people want to spend time using. The surfaces, landscaping and street furniture should be well maintained and in keeping with the surrounding area. Planting in rural areas should consider the aesthetic and sensory qualities that create attractive vistas and fragrances as well as practical considerations about maintenance.

Inclusive design and accessibility should run through all five of these core design principles. LTN 1/20 highlights that designers should always aim to provide infrastructure that meets these principles and therefore caters for the broadest range of people.

2.3 National Cycle Network Principles

Although all infrastructure should ultimately comply with the requirements of LTN 1/20, the National Cycle Network (NCN) is intended to showcase the highest standards of provision and ensure continuity across the network. It should connect key destinations such as town and city centres, visitor attractions, railway stations, and other significant locations. While the proposed route is not part of the NCN, its design guidance remains valuable and can inform aspects of our approach. The NCN design principles outline the core elements that make routes distinctive and coherent, and applying this advice can support the development of a robust and well-integrated design.

Traffic-Free or Quiet-Way

- Where the Network is not “traffic-free” it should either be on a quiet-way section of road or be fully separated from the adjacent carriageway, by at least the minimum distances set down in LTN 1/20. For a National Cycle Network route on a quiet-way section of road the traffic speed and flows should be sufficiently low to encourage cycling for all ages and abilities with a preferred speed limit of 20mph and possibly 30 mph in rural areas.

- It should have good visibility to comply with design guidance to allow for comfortable sharing of the space.

- Signs and road markings should highlight the Network.

Wide Enough to Accommodate All Users

- The width of a route should be based on the level of anticipated usage, allowing for growth and in accordance with desired widths in LTN 1/20. Where it is not possible to deliver this, minimum widths at pinch points should be over short lengths only and should be no less than the absolute minimum set out in LTN 1/20.
- Structures should be designed to maximise movement space. A minimum path width between parapets of 5.5m is to be expected in urban areas, down to a possible 4m if it can be justified that segregation is not needed now and would not be needed in future.

Signage Clearly and Consistently

- Signage should be a mix of signs, surface markings and wayfinding measures.
- Every junction or decision point should be signed. Signage should be part of a network-wide signing strategy directing users to and from the route.
- Signage should direct users of the network to trip generators such as places of interest, hospitals, universities and colleges.
- Signage should be used to increase route legibility and branding of routes.
- Signage should help to reinforce responsible behaviour by all users.

Smooth Surface that is well Drained

- Path surfaces should be suitable for all users, irrespective of age, ability or mobility needs.
- Path surfaces should be maintained in a condition that is free of undulations, rutting and potholes.
- Path surfaces should be free draining, and verges finished to avoid water ponding at the edges of the path.

2.4 A Guide to Inclusive Cycling – Wheels for Wellbeing

A Guide to Inclusive Cycling by Wheels for Wellbeing (4th edition, July 2020) is a comprehensive resource aimed at promoting and facilitating cycling for disabled people. It outlines the benefits of cycling for disabled people, including health and wellbeing advantages. It also discusses the barriers faced by disabled cyclists, such as lack of accessible infrastructure and societal attitudes.

The most common barriers which prevent more disabled people in the UK from taking up cycling are as follows:

Cycle infrastructure

- There is a lack of fully inclusive infrastructure across cycle networks. Narrow cycle lanes, steps, speed reduction treatments, physical obstacles, barriers and potholes reduce accessibility for non-standard cycles, which are often wider, longer and heavier than standard bicycles.
- Accessibility can also be reduced for disabled cyclists who ride on two wheels but who may not be able to lift, carry or walk their cycle.

Cost

- Non-standard cycles (including specially adapted bicycles) are typically more expensive than standard road bikes, with access to hire and loan schemes also limited.
- Disabled people are more likely to be on lower incomes than non-disabled people, creating a further financial disadvantage when it comes to purchasing the right cycle.

Cycles not recognised as a mobility aid

- Many disabled people find cycling easier than walking. However, under existing legislation cycles are not listed as a mobility aid, unlike wheelchairs and mobility scooters, meaning disabled cyclists may be asked to dismount in designated non-cycling zones; despite the fact that walking, wheeling or lifting a cycle might be physically impossible for some.

Cycle facilities

- The majority of cycle parking and storage facilities fail to cater for the needs of disabled cyclists.
- Without reliably available parking facilities at their destination (and fully integrated modes of transport along the way) disabled cyclists would often be discouraged from venturing out in the first place, thus limiting their options for active travel.

Imagery, language and perception

- Representations of non-standard cycles and visibly disabled cyclists are absent from most cycling literature. Disabled cyclists are further excluded from cycling culture through use of the word ‘bicycle’ as a bi-word for a cycle; the branding of e-assist as ‘cheating’; the perception that cycling is for the fit and athletic; and assumptions that all cyclists are able to carry or wheel their cycle.
- This leads to many disabled people assuming, wrongly, that cycling is not an option for them. Misperceptions can also lead to those with hidden disabilities, such as autism, anxiety and dementia, being disregarded as potential cyclists.

3. Route Option Appraisal

The proposed cycle routes were audited in person, and potential alignments have been developed with reference to the design guidance set out in LTN 1/20, wherever practicable. However, it is acknowledged that full compliance with LTN 1/20 may not be achievable in certain locations due to physical constraints including insufficient carriageway width and challenging gradients. These limitations have been documented and considered in the development of alternative design solutions that seek to balance accessibility, safety, and feasibility within the context of the existing environment.

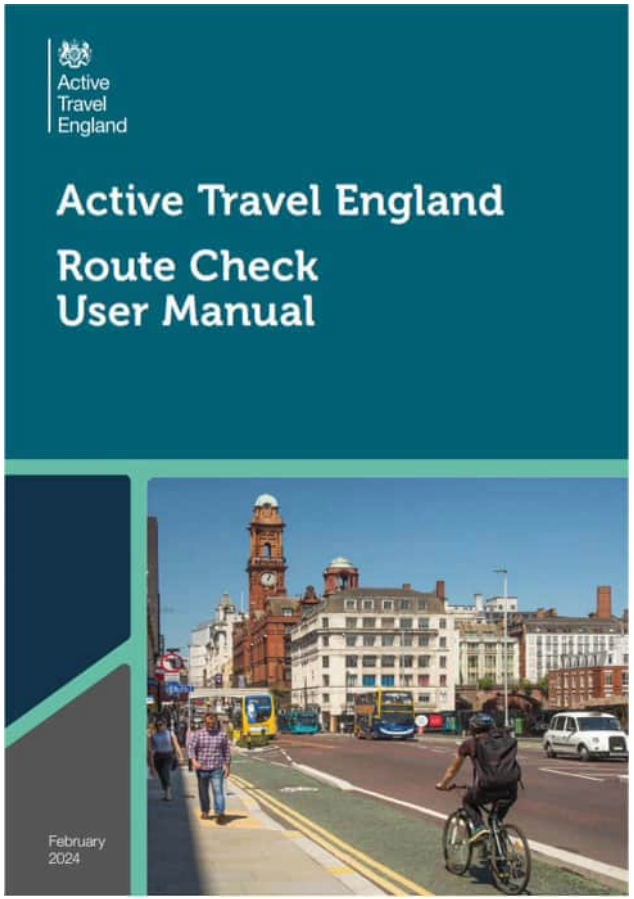
3.1 Active Travel England (ATE) Route Check Tool

As part of the design review process, the project team utilised the Active Travel England (ATE) Route Check tool to assess the quality and suitability of the indicative active travel routes. This chapter provides an overview of the tool and explains its relevance and application within this study.

The ATE Route Check tool is a scheme assessment framework designed to evaluate linear street or path proposals in both urban and rural contexts. It incorporates a range of metrics across six key categories: safety, accessibility, comfort, directness, attractiveness, and cohesion. These categories align with the core principles of active travel as set out in Local Transport Note (LTN) 1/20.

While the tool shares similarities with the Cycling Level of Service (CLoS) assessment from LTN 1/20 including overlapping categories and scoring metrics, it extends its scope to include the user experience of people walking and wheeling, rather than focusing solely on cycling. This broader inclusivity makes the Route Check tool more appropriate for this study, which aims to deliver improvements for both walking and cycling.

Importantly, the Route Check tool is not intended to provide a pass/fail outcome. Instead, it serves as a design support mechanism, offering reminders of key policy objectives, encouraging best practice and facilitating informed discussions around design options. It is designed to be used iteratively throughout the design process from feasibility through to detailed design and business case development enabling early identification and resolution of critical issues and potential policy conflicts.



3.2 Design Considerations

3.2.1 Pedestrians and cyclists

Walking, in this context, can be termed walking and wheeling, encompassing users on foot, including the mobility impaired, ranging from someone pushing a pram or walking with a young child to someone using a wheelchair or mobility scooter. It can also include someone scooting or even skating. Their journeys may be for commuting or leisure and alone or in groups, where people may wish to walk side by side and at varying speeds.

Cycles take many forms and include trailers and recumbent cycles. Mobility impaired cyclists may not be able to walk far and rely on their cycles as a mobility aid. The cycle design vehicle should be a maximum of 2.8 metres long and 1.2 metres wide with a maximum turning radius of 3.4 metres.

The type of cyclist would vary too, from the school pupil to someone commuting or the leisure and racing cyclist. Due to the winding characteristics of the area, speeds of the faster cyclists would be restricted. Good visibility would be vital as discussed previously for security purposes but also for faster moving users to be aware in adequate time of those moving slower, allowing all parties to behave accordingly.

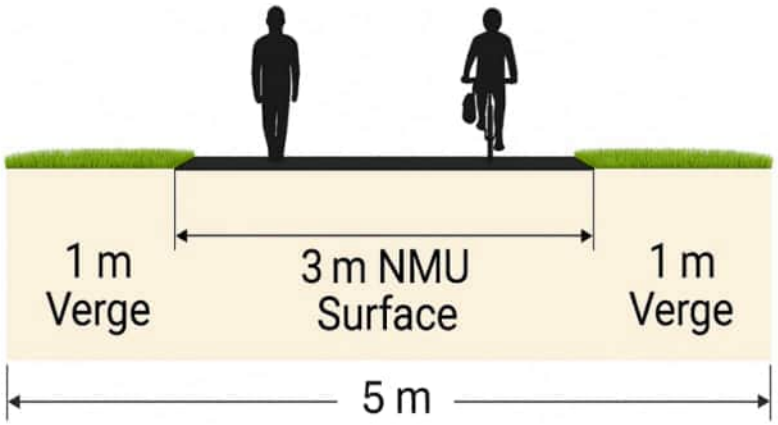


Figure 3-1: LTN 1/20 Design Recommendations

Cycle infrastructure must be designed in accordance with the principles outlined in Local Transport Note (LTN) 1/20 to be eligible for funding from the Department for Transport (DfT). Given that the majority of the three proposed routes are located off-road in rural settings, the guidance specific to rural routes within LTN 1/20 has been applied throughout this assessment.

At this feasibility stage, projected usage levels for the proposed corridor can only be estimated, drawing on the analysis presented in the CGC Zone 1 Feasibility Study. However, based on current assumptions and applying the guidance set out in LTN 1/20, it is reasonable to conclude that anticipated pedestrian and cyclist volumes are unlikely to exceed the thresholds outlined in the guidance.

Specifically, Table 6-3 of LTN 1/20 recommends a minimum shared path width of 3.0 metres for routes expected to accommodate fewer than 300 pedestrians and 300 cyclists per hour. In addition to the path itself, a clearance zone of approximately 1.0 metre on either side is typically required to account for hedgerows and vegetation.

This results in a typical minimum total corridor width requirement of approximately 5.0 metres, as illustrated in Figure 3.1, however, greater and varied widths of path and verges may be desirable for several reasons

Gradient is a critical factor in the design of active travel routes, as it directly affects comfort, accessibility, and user uptake. While steep gradients may be unavoidable in some locations, they should be minimised wherever possible to encourage walking, wheeling, and cycling. To support this, preliminary gradient checks were undertaken using LiDAR data, which provides high-resolution elevation profiles across the proposed corridors.

Ideally, longitudinal gradients should be kept below 3%, with an upper limit of 5% for cycleways and footways. Excessive crossfall, including for drainage, should not exceed 2.5%, as this can cause bicycle instability and present challenges for wheelchair users and those with mobility impairments.

The Active Travel England Route Check tool identifies sharp gradients exceeding 12.5%, such as those found on speed humps, as design defects. For walking and wheeling surfaces, steep longitudinal gradients should be avoided, particularly those at or above 8% for ramps under 1 metre in length, or over 5% for ramps of 1 metre or more, as these may cause wheelchairs to tip into the carriageway.

LTN 1/20 also emphasises the importance of personal security for off-carriageway routes in rural areas, recommending the provision of adequate lighting. To reduce energy consumption and minimise impact on wildlife, lighting can be programmed to switch off between midnight and 5am when usage is typically low.

Alternatively, lighting systems may be operated by motion detectors triggered by the presence of pedestrians and cyclists. Low-level lighting options, such as bollard-mounted LEDs or solar LED studs, can enhance social safety.

However, solar lighting should not be installed in areas with dense tree canopy or adjacent buildings that significantly obscure daylight, although most units would function effectively under partial shading.

Further details regarding lighting design and implementation are provided within this report as part of the design section.

3.2.2 Equestrians

The British Horse Society (BHS) provides extensive guidance on the needs of horses and riders, including considerations related to horse weight and the dynamic forces exerted during movement. Incorporating horse riders as a potential user group for the proposed route would enhance connectivity to the wider equestrian network, particularly the Newland Grove Nature Reserve, which lies in close proximity to the corridor.

While horse riding is not typically classified as an everyday mode of active travel, it is recognised as a leisure activity for the purposes of this report. It is important to note that horses can pose a safety risk to other users if routes are not appropriately designed and managed.

In terms of spatial requirements, the Wheels for Wellbeing Guide to Active Travel Routes Shared with Horse Riders recommends a minimum path width of 4.7 metres to ensure safe passing distances for pedestrians and wheelchair users when horses are present.

This recommendation aligns with guidance from both LTN 1/20 and the BHS and is illustrated in Figure 3.2. Equestrian user groups may consider the three-metres wide path plus 1 metre edge strips to be inadequate to provide enough separation; this reinforces why the preliminary design stage should proceed in consultation with local user groups.

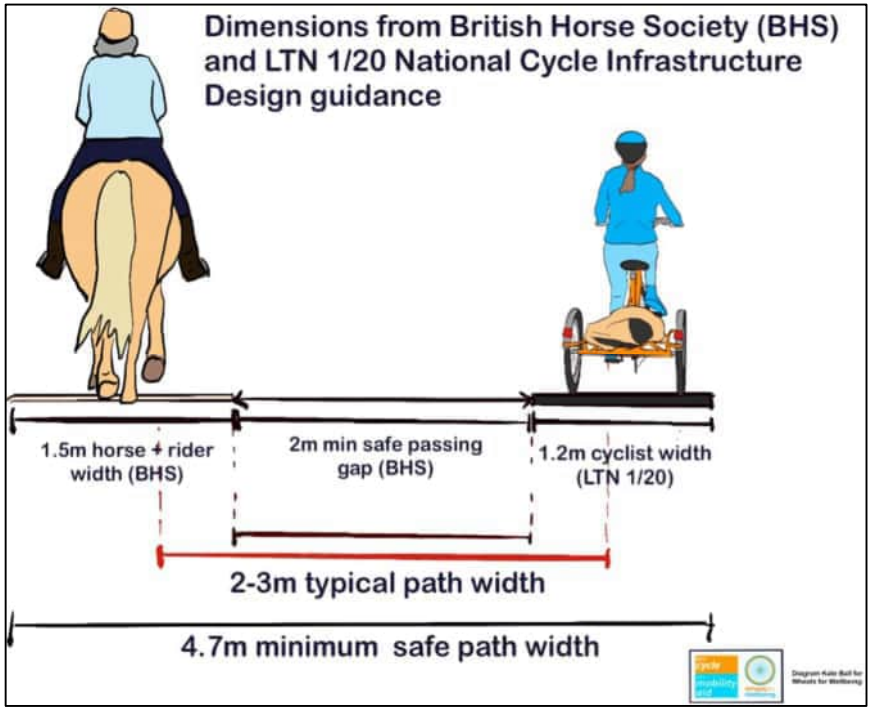


Figure 3-2: Minimum safe path for width for equestrians with other cyclists

3.3 Site Audit and Observations

A site visit was conducted by two members of the Chelmsford EH Transport Team on Friday, 4 April 2025, between the hours of 10:00 and 15:00, to audit the proposed routes and assess their suitability. The objective was to determine whether the identified routes were appropriate for the area or if alternative alignments might offer improved functionality or accessibility. The audit comprised a comprehensive walkthrough of the proposed corridors, supported by onsite measurements and a detailed photographic log. This documentation captured physical constraints and potential issues that may affect the viability of the routes. The assessment was carried out in accordance with LTN 1/20 guidance and Gear Change Design Principles, reflecting our commitment to delivering safe, inclusive, and accessible infrastructure.

Key findings from the site audit are summarised below. To ensure clarity and avoid duplication, the indicative southern route and the alternative Byway route have been consolidated into a single alignment for assessment purposes. Accordingly, the site visit focused exclusively on these two combined sections, enabling a more streamlined and consistent evaluation of conditions, constraints, and opportunities.

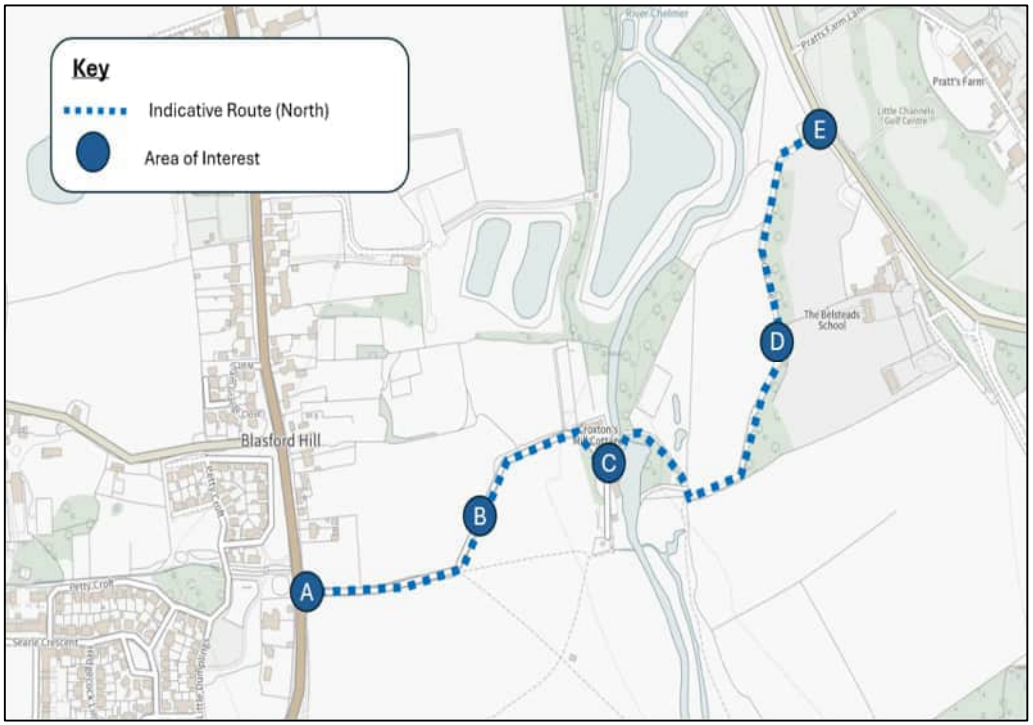


Figure 3-1: Proposed Indicative North Route

3.3.1 Indicative Route (North)

The first route audited during the site visit was the Indicative Route (North). This alignment follows Back Lane, and the existing byway located on the east side of the river, before connecting to the existing highway network on the west via Croxtons Mill, as shown in Figure 3.3.

- **Area A – Blasford Hill (B1008) and Croxtons Mill Access Road** - The starting point of the route is located at the junction of Blasford Hill (B1008) and the Croxtons Mill access road. Immediately adjacent to this junction is a Bus Stop (ID: esxdwdga), which serves multiple bus routes operating southbound towards Chelmsford Bus Station at approximately 30-minute intervals. This provides a good level of public transport connectivity for residents and visitors to the area.

A continuous footway is present on both sides of Blasford Hill, with widths ranging between 2.0m and 2.5m, offering reasonable pedestrian provision. Approximately 32m south of the junction there is a refuge island that facilitates safe crossing for pedestrians traveling between the new housing development at Petty Croft, Broomfield Hospital and the route towards Croxtons Mill. This feature significantly improves accessibility for residents. The posted speed limit along Blasford Hill is 40mph, which is relatively high for a location with pedestrian activity. Should a formal crossing be considered in the future, traffic calming measures or a reduction in the speed limit would likely be required to ensure pedestrian safety at this point.

Photograph 1: Blasford Hill (B1008) j/w Croxtons Mill Access Road

- **Area B - Croxtons Mill Access Road** - Moving along the Croxtons Mill access road, a “Ford” warning sign is prominently displayed, indicating that the route is susceptible to water accumulation and flooding during certain conditions. This characteristic makes the area less suitable for a dedicated pedestrian or cycling route, as it poses potential safety and usability concerns. The access road itself measures approximately 2.5m in width, which is narrow and further constrained by high banks and dense woodland on both sides. These physical limitations significantly restrict opportunities for widening or introducing substantial infrastructure improvements without major environmental and engineering interventions.

Photograph 2: Croxtons Mill Access Road

- **Area C - Croxton Mill River Chelmer Existing Pedestrian Bridge** – The only available crossing over the River Chelmer is via a narrow riverside footpath incorporating a series of small pedestrian bridges and timber walkways with metal safety railings. This route forms part of the PROW Little Waltham 42, passing Croxton Mill and continuing over the weir and sluice toward Little Waltham Meadows Nature Reserve, where it connects with PROW Little Waltham 51. While the alignment provides a functional pedestrian link, it is highly constrained in terms of geometry and structural capacity.

  The footpath narrows to approximately 1.0 m in places, well below the minimum requirements for inclusive access, making it unsuitable for wheelchair users and inaccessible for cyclists. The bridges are narrow timber structures with limited load-bearing capacity, designed for pedestrian use only. There is no lighting provision, creating safety concerns during hours of darkness and rendering the route non-compliant with modern shared-use standards.

  Achieving LTN 1/20 compliance would require complete reconstruction of bridges and walkways, including significant widening and strengthening works. This is not feasible due to structural limitations, the river span, and proximity to heritage assets such as Croxton Mill. Widening would also encroach onto the wetlands and the habitats, raising ecological and planning challenges. Lighting installation would further impact nocturnal species within the adjacent nature reserve, requiring detailed assessments and mitigation.

  Given these combined constraints, this crossing option is considered highly impractical and is unlikely to be taken forward.

Photograph 3: Croxton Mill River Chelmer Existing Pedestrian Bridge

- **Area D - Public Right of Way (PROW) Little Waltham 51** –The final stretch of the proposed route, before connecting to the Little Waltham Meadows car park and Back Lane, follows the Public Right of Way (PROW) Little Waltham 51. This section currently provides a functional access corridor with an approximate width of 2.4 m, sufficient for occasional maintenance vehicles inspecting the sluice. However, it does not meet LTN 1/20 standards for shared-use paths. Achieving compliance would require widening to at least 3.0 m, ideally 5.0 m, which would involve significant interventions such as removing mature trees, hedgerows, and root systems.

  These works present ecological challenges given the proximity to Little Waltham Meadows Nature Reserve, with potential impacts on habitats, wildlife disturbance, and long-term biodiversity. Detailed ecological assessments and mitigation strategies would be necessary, adding complexity and cost.

  A “Ford” warning sign is also present, indicating the route is susceptible to water accumulation and flooding during certain conditions, making navigation difficult at times of the year. Compliance would further require lighting for safety during hours of darkness. Installing lighting infrastructure in this sensitive location raises additional concerns, including disruption to nocturnal species and altering the character of the nature reserve. These factors would likely trigger planning constraints and require stakeholder consultation.

  Given the combined challenges of physical widening, flood risk, environmental impact, and lighting provision, achieving the required standards without compromising ecological integrity or incurring disproportionate costs appears highly unlikely.

Photograph 4: PRoW Little Waltham 51

- **Area E - Connection to Back Lane** - The proposed route terminates at Back Lane, adjacent to the car park used by visitors and dog walkers. This section currently has a 60-mph speed limit and no formal footway, creating safety concerns. Pedestrians currently use a 3.0 m grass verge on the eastern side, but no provision exists on the western side where the route would connect.

  Constructing a compliant shared-use path would require removing mature trees and hedgerows, causing ecological and visual impacts. There is no street lighting, so compliance with LTN 1/20 would require lighting installation and speed reduction measures. The path would need to extend approximately 407m to the proposed toucan crossing that forms part of the Essex Regiment Way sustainable transport corridor study, adding significant cost and complexity. Planning constraints and environmental sensitivities further increase feasibility challenges.

  Overall, the cost and environmental impact of achieving compliance are likely disproportionate to the benefits, and alternative solutions should be considered.

Photograph 5: Back Lane

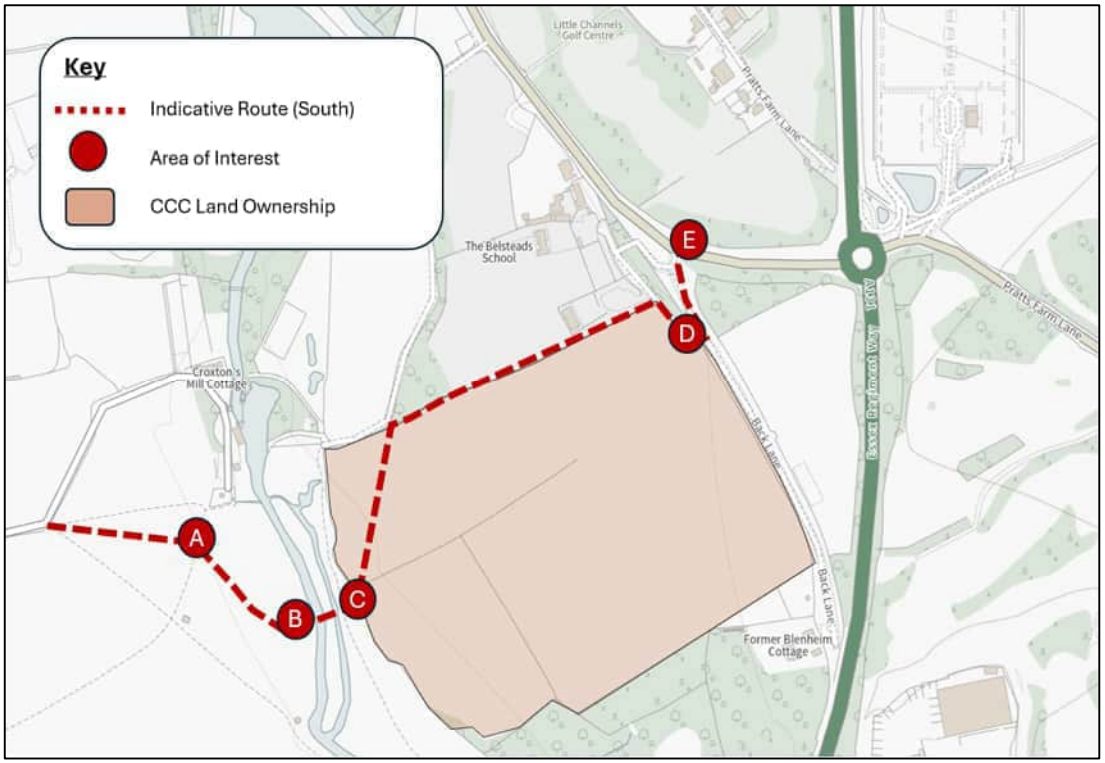


Figure 3-2: Proposed Indicative South Route

3.3.2 Indicative Route (South)

As highlighted earlier, to ensure clarity and avoid duplication, the indicative southern route and the alternative Byway route have been consolidated into a single alignment for assessment purposes.

This revised route proposes a deviation from the Croxton Mill access road, crossing third-party land before heading south toward a proposed new pedestrian and cycle bridge over the River Chelmer. The bridge location would be critical to minimising environmental impact, avoiding mature trees and sensitive habitats along the riverbank.

Once across the river, the alignment continues northeast through a parcel of land owned by CCC running parallel to the boundary of The Belsteads School.

- **Area A – Third Party Land** - The proposed secondary route would diverge from the Croxton's Mill access road and traverse open fields in a southeast direction toward the River Chelmer.

These fields are under multiple private ownerships, which introduces land acquisition and legal complexities that would be addressed later in this report. The alignment is designed to bypass the main line of mature trees along the riverbank, reducing direct impact on riparian habitats while maintaining proximity to the river corridor.

The route would also run parallel to several World War II heritage assets located within the vicinity. These structures represent significant historical value, and any design solution must incorporate measures to preserve and respect these features. Opportunities exist to integrate interpretation boards or viewing points into the scheme, enhancing cultural appreciation while ensuring that construction activities do not compromise the integrity of these buildings. The area was classed as being generally flat, which suggests that constructing a path should be straightforward in principle. However, site observations indicate damp ground conditions, raising concerns about seasonal waterlogging and potential flooding during winter months. This would necessitate careful consideration of drainage design, sub-base specification, and possibly raised sections to maintain year-round usability.

Lighting provision is another critical factor for compliance with LTN 1/20 standards and for improving user safety. Adequate lighting would enhance forward visibility, deter loitering, and reduce anti-social behaviour. However, continuous lighting could disrupt local wildlife habitats, particularly nocturnal species. To mitigate this, the use of smart lighting systems with presence detection is recommended, ensuring illumination only when required while minimising ecological impact.

Photograph 6: Third party Land

- **Area B – River Chelmer Crossing** – The most complex element of the proposed route is the construction of a new pedestrian and cycle bridge over the River Chelmer. The location of this crossing is critical to minimising environmental and engineering impacts. To reduce disruption to mature trees and areas of high ecological sensitivity, particularly those supporting active bird populations, the bridge should be positioned to avoid these habitats and bypass existing flood defence structures along the riverbank. Selecting an optimal location would also help mitigate risks associated with flood resilience and long-term maintenance. Design considerations must focus on minimising the structural span and overall footprint of the bridge, including approach ramps, to achieve a cost-efficient solution while reducing environmental impact. A shorter span would limit material requirements and foundation complexity, lowering construction costs and improving buildability. Similarly, compact approach ramps would reduce land take and minimise interference with adjacent habitats.

  As the site is located on a main river within an environmentally sensitive corridor, flood risk management and ecological protection would be central to the design process. The bridge must be designed to withstand extreme flood events without compromising the integrity of existing flood defences. Construction activities would require strict environmental controls to prevent sedimentation, pollution, and disturbance to aquatic and riparian species.

Photograph 7: River Chelmer Embankments

- **Area C – Link to CCC Ownership Plot** – Once the route crosses the River Chelmer via the proposed new bridge, it would intersect with the (PROW) Little Waltham 42, which runs north–south along the river corridor. From this point, the alignment would continue eastward, cutting through a series of mature trees and hedgerows to access land currently under CCC ownership. This section then heads northeast, following the boundary of Belsteads School before connecting to Back Lane.

  Careful planning would be required to minimise damage to existing vegetation, particularly mature trees and established hedgerows that provide ecological value and visual screening. Any clearance works would need to be supported by arboricultural assessments and biodiversity mitigation measures to ensure compliance with environmental regulations. Opportunities should also be explored to retain natural features where possible, integrating them into the design to maintain the rural character of the area.

  Underfoot, the route toward Belsteads School and Back Lane presents a slight gradient. However, this incline is not considered significant enough to pose accessibility challenges for inexperienced cyclists or individuals with limited mobility. Surface design and drainage would need to account for seasonal conditions, as the area may experience waterlogging during wetter months, which could affect usability and maintenance requirements.

  Lighting provision would be essential for safety and compliance with LTN 1/20 standards, particularly during hours of darkness. However, continuous lighting could disrupt local habitats and nocturnal species. To mitigate this, adaptive lighting solutions such as presence-detection systems should be considered, providing illumination only when required while reducing ecological impact. These measures would also help deter anti-social behaviour and improve user confidence along the route.

Photograph 8: CCC Ownership Land Boundary

- **Area D – Access to Back Lane** – Once the proposed route exits the CCC land parcel, it would navigate a sharp left turn through a small gate and join Back Lane. This section of Back Lane serves as the sole access road to and from Chelmer Clinic and is measured at approximately 4.6 m in width. The carriageway is owned and maintained by ECC, however, a black metal gate is positioned near the junction bellmouth, indicating that access may be restricted when the clinic is closed. This could present operational challenges for route continuity and requires further discussion with the landowner and ECC.

  The carriageway surface is in excellent condition and is fully suitable for both vehicular and cycle use. The gradient along this section is moderately steep; however, it does not present any significant accessibility challenges. This was confirmed during the site audit, where the route was walked and assessed. The incline is manageable for inexperienced cyclists and individuals with mobility impairments.

  Nevertheless, the route currently lacks street lighting, which poses safety concerns during hours of darkness. To comply with LTN 1/20 standards, lighting infrastructure would need to be installed along this section, alongside wayfinding signage to guide users toward the designated route. These measures would improve visibility, enhance user confidence, and ensure compliance with national design guidance.

Photograph 9: Back Lane Access Road and Back Lane Main Road

- **Area E – Back Lane Access Road and Back Lane Main Road** – Similar to the indicative northern alignment, the proposed southern route would terminate on Back Lane, adjacent to the entrance of Belsteads School located west of the junction bellmouth. This section of Back Lane currently operates under the national speed limit of 60 mph and lacks any formal footway provision, presenting significant safety concerns for pedestrians and cyclists. At present, walkers rely on a grass verge approximately 3.0 m wide on the eastern side of the carriageway, while no provision exists on the western side where the proposed route would connect.

  To achieve compliance with LTN 1/20 standards, constructing a shared-use path along the western edge would be necessary. This intervention would require the removal of mature trees and established hedgerows, resulting in ecological and visual impacts that would need mitigation through detailed environmental assessments. Furthermore, the absence of street lighting means that lighting infrastructure would need to be installed to ensure safe use during hours of darkness. Speed reduction measures may also be required to improve safety for vulnerable road users.

  The proposed path would extend approximately 105m to reach the planned toucan crossing forming part of the Essex Regiment Way sustainable transport corridor. While this distance is considerably shorter than the indicative northern route, the works still involve significant cost implications due to vegetation clearance, lighting installation, and potential planning constraints. These factors must be carefully evaluated against the anticipated benefits of improved connectivity and safety.

3.3.3 Summary of Site Audit

3.3.3.1 Northern Route

Further detailed assessments would be required to identify the most suitable alignment between Broomfield and Chelmsford Garden Community. However, based on initial observations from the site audit, the Northern Indicative Route appears highly impractical due to multiple constraints identified during the visit.

The most significant challenge involves introducing a new crossing or widening the existing pedestrian bridge over the River Chelmer. Both options present considerable difficulties due to limited land availability, environmental sensitivities, and heritage preservation requirements. The existing setting strongly contributes to the rural character of Croxton's Mill, a Listed Building, and any intervention such as new lighting, signage, surfacing, and particularly bridge construction would risk adversely impacting this historic landscape.

A key concern is that both approaches to the existing bridge, whether via Croxton's Mill access road or the PROW Little Waltham 51, display warning signs for "Ford," indicating susceptibility to water accumulation and flooding during certain conditions. This makes navigation difficult at times of the year and could render these routes unmanageable. Additionally, the PROW Little Waltham 42 and 51 would require significant interventions, including removal of mature trees, hedgerows, and root systems. These works present ecological challenges given the proximity to Little Waltham Meadows Nature Reserve, with potential impacts on habitats, wildlife disturbance, and long-term biodiversity. Detailed ecological assessments and mitigation strategies would be necessary, adding complexity and cost.

Further technical considerations include drainage improvements and the need for sensitive lighting solutions. Continuous lighting could disrupt local habitats and nocturnal species, requiring mitigation measures that increase cost and complexity. Combined with the need to maintain the visual integrity of the rural setting, these factors make compliance with LTN 1/20 standards particularly challenging.

From a regulatory perspective, the scheme would likely trigger an Environmental Impact Assessment (EIA) and require engagement with key stakeholders, including the Essex Wildlife Trust, to address biodiversity concerns. These requirements would significantly influence both cost and programme, making this alignment less viable compared to the southern route.

3.3.3.2 Southern Route

Similar to the northern alignment, the southern route initially follows the Croxton's Mill access road which is indicating susceptibility to flooding during certain times of the year. This presents a significant constraint as access to the proposed new bridge alignment would be unreliable under adverse weather conditions. To ensure year-round usability, an alternative approach from the west would need to be established and carefully designed to avoid flood-prone areas while minimising reliance on third-party land parcels which are prevalent in this location. This would be discussed in detail in subsequent chapters of this report.

The location of the proposed bridge is critical to the success of this route. Positioning must minimise the structural span and avoid destruction of natural habitats along the river corridor. While the alignment is further away from Little Waltham Meadows Nature Reserve and the historic Croxton's Mill Listed Building, both positive factors, some environmental impact would still occur, particularly in relation to lighting and habitat disturbance. Sensitive lighting solutions such as presence-detection systems would be required to balance safety and ecological protection.

In summary, while the southern route offers a potentially viable alternative, its delivery would require addressing several key challenges including land ownership negotiations, heritage considerations, drainage improvements, and environmental mitigation. These factors would influence both cost and programme. Detailed engineering and ecological assessments would be essential before progressing to design development.

To ensure the route remains accessible throughout the year, it is suggested that a new approach from the west via Main Road (B1008) be considered. This would avoid flood-prone areas and reduce reliance on third-party land ownership. The final alignment should be confirmed once the proposed bridge location has been established, as this would dictate the most practical and least impactful connection strategy.

4. Proposed Bridge Location

Bridge design options are inherently constrained by the need to provide accessible approach ramps that comply with inclusive design standards. These ramps must be suitable for all users, including pedestrians, cyclists, wheelchair users, and potential equestrians. The topography of the surrounding area plays a critical role in determining the feasibility of ramp installation, particularly in rural environments where natural gradients may limit alignment options.

A preliminary topographical analysis has been undertaken using Light Detection and Ranging (LiDAR) survey data. This has enabled an initial assessment of ground levels and slope conditions to determine whether sufficient space exists to accommodate ramps of appropriate length and gradient.

While LiDAR provides a useful starting point, it can be subject to inaccuracies particularly in areas with dense vegetation or complex site features. Therefore, if the scheme progresses, a detailed topographical survey and riverbed modelling would be required to confirm design feasibility.

For the purposes of this study, it has been assumed that ramps would need to be at least 20 metres long, aligned with the direction of travel to minimise deviation from the most direct route and ensure user convenience. Final ramp dimensions would be subject to preliminary and detailed design and compliance with relevant accessibility standards (e.g., DfT Inclusive Mobility guidance).

To meet both functional and accessibility standards, the proposed bridge must accommodate a 3.0-metre-wide shared-use path, suitable for pedestrians and cyclists. In line with best practice, a minimum lateral clearance of 0.5 metres should be provided on either side of the path adjacent to boundaries or parapets, resulting in a minimum overall bridge deck width of 4.0 metres.

The Design Manual for Roads and Bridges (DMRB), CS 353 clause 11.13, specifies a minimum width of 3.5 metres for shared-use paths. Additionally, for equestrian use, the minimum clear width between parapets is also 3.5 metres. The proposed 4.0-metre-wide deck therefore exceeds these minimum requirements and is considered appropriate for the anticipated user profile, which includes pedestrians, cyclists, and equestrians.

Given the site's rural setting, a 4.0-metre-wide bridge deck has been adopted as the baseline design for this feasibility study. It is expected that the total structural width of the bridge, including parapets and load-bearing elements, would be slightly greater estimated conservatively at approximately 4.8 metres.

Final specifications would be subject to refinement during the preliminary and detailed design stages and would be informed by ongoing stakeholder engagement.

As part of the initial feasibility review, the option of widening the existing pedestrian bridge or replacing it with a new pedestrian and cycle bridge at the same location was considered.

This conclusion was reached following consultation with the bridge structures team and a review of key constraints identified during the site audit, which include;

- **Spatial Limitations**: The existing bridge site offers insufficient space for widening or accommodating new approach ramps without significant land take. This would require encroachment into sensitive areas adjacent to Croxton's Mill.
- **Heritage Impact:** Croxton's Mill is a Listed Building, and its setting contributes strongly to the rural character of the area. Any intervention, such as new lighting, signage, surfacing, and particularly bridge construction would risk adversely affecting this historic landscape.
- **Environmental Sensitivity:** The surrounding area includes mature trees, riparian habitats, and flood defence structures. Works at this location would likely result in habitat loss and ecological disturbance.
- **Ground Conditions**: Preliminary observations suggest challenging ground conditions near the existing bridge, which would complicate foundation design and increase construction costs.
- **Visual and Character Considerations**: Introducing modern infrastructure in this location would conflict with the rural aesthetic, requiring extensive mitigation measures.

Given these constraints, the decision was made to concentrate efforts on identifying a new bridge location to the south of Croxton's Mill. This approach aims to:

- **Minimise Heritage and Environmental Impact:** Positioning the bridge away from the Listed Building and sensitive riparian habitats reduces the risk of adverse effects.
- **Improve Design Flexibility:** A new location offers greater scope for achieving LTN 1/20 compliance, including appropriate width, gradients, and lighting solutions.
- **Optimise Cost and Programme:** Avoiding complex structural interventions and heritage mitigation measures would help control costs and reduce delivery risks.

It can be reasonably concluded that a new bridge set some distance from the existing one would not make the existing structure functionally redundant but would provide additional capacity to mitigate impacts on the PRoW network and the sensitive environment near Croxton's Mill that may otherwise arise due to the development of CGC.

4.1 Design Constraints

To identify the most viable crossing points over the River Chelmer, a drone-based LiDAR survey was conducted on 17 June 2025. This survey provided high-resolution topographical data across the wider study area, enabling the generation of detailed ground profile maps.

Using this data, potential locations for a new bridge crossing have been identified and assessed. The evaluation is supported by additional datasets, including Statutory Undertakers' returns, flood risk mapping, and ecological constraints.

The assessment also considers design efficiency, with a focus on minimising the structural span and overall footprint of the bridge including approach ramps to optimise cost-effectiveness and reduce environmental impact.

4.1.1 Geology

As previously noted, the site is located within a predominantly rural environment, characterised by open landscapes and natural features. The underlying ground conditions consist primarily of clay, silt, sand, and gravel, which may present challenges for foundation design and construction. Should the scheme progress, these geotechnical characteristics would be subject to further investigation during the next phase of the project to inform appropriate structural solutions and mitigate construction risks. Further information is available https://www.bgs.ac.uk/geological-data/map-viewers/.

4.1.2 Utilities

As part of the preliminary and detailed design phase, comprehensive utility searches would be required to identify and manage potential conflicts with existing infrastructure. Preliminary utility investigations have been undertaken to assess whether any major constraints exist that could significantly influence the selection of bridge locations.

Preliminary C2 utility records indicate a high concentration of underground services within the vicinity of the proposed works. However, the precise locations and depths of these utilities remain unknown at this stage. Further site-specific investigations, including ground-penetrating surveys and trial pits, would be required during the design and construction phases to confirm utility positions and inform mitigation strategies.

More critically, the River Chelmer corridor features overhead power lines and water sewers which present a significant constraint. These utilities may restrict available headroom clearance and groundworks, thereby limiting the number of viable bridge locations.

The cost and complexity of diverting or altering existing utilities would be disproportionate to the overall scheme budget, making such interventions impractical. The approximate location of these utilities has been identified through preliminary C2 searches based on data provided by statutory undertakers. This information should be treated as indicative only, and further detailed utility investigations will be required during the next stage of design development.

4.1.3 Ecological Constraints

According to data sourced from the British Geological Society (BGS), the area surrounding the River Chelmer is identified as being at high risk of both fluvial and surface water flooding. This classification is reinforced by the site's designation within Flood Zone 3, which indicates a high probability of flooding under current environmental conditions. For further detail on flood modelling and historical flood events, refer to Section 4.1.5.

Habitats and species are protected under a variety of legislation including the Wildlife and Countryside Act 1981 (as amended), Conservation of Habitats and Species Regulations 2017 (as amended) and Natural Environment and Rural Communities Act 2006.

The proposed scheme area is considered to be ecologically sensitive as it includes areas of Nature Reserve, Local Wildlife Site (LoWS), woodland, riparian habitats, and areas of priority habitat.

Consultation with the Essex Wildlife Trust would be critical to understand any design and maintenance constraints within the Nature Reserve and LoWS areas.

Ecological surveys would be required at the next design stage to confirm the presence of protected species and inform design constraints. For example, it is likely that bats are currently utilising this area. Given this, the lighting design would need to specify that there be no light directed towards the river and woodland areas while lighting columns would need to be no higher than 5m. More columns are likely to be required to achieve the required lighting level.

Ecological surveys would also inform the Biodiversity Net Gain (BNG) approach (10% net gain is likely to be the requirement for planning permission) and confirm any additional areas of land required to be included within the Planning red line boundary to meet BNG requirements.

Tree surveys would be required to determine suitable protection measures and construction methodologies to support the retention of trees, of which there are many, including woodlands, located in close proximity to the scheme.

Further details are provided within the Environmental Constraints Plan as per **Appendix A** of this report.

4.1.4 Heritage and Historic Environment

As a non-renewable resource, some cultural heritage elements are protected by law. If designated, archaeological remains are protected under the Ancient Monuments and Archaeological Areas Act 1979, and Listed Buildings and areas of the built environment are protected under the Planning (Listed Buildings and Conservation Areas) Act 1990. Heritage assets can therefore present significant constraints on the route selection, as it is important to avoid adversely impacting them.

For the proposed study area, there are no scheduled monuments identified nearby. However, a number of listed buildings are present, most notably Croxton Mill, located on the western side of the River Chelmer, as shown in the Environmental Constraints Plans (**Appendix A**).

The proposed route has already been located away from Croxton Mill to reduce any setting impacts to this Grade II Listed Building, although the design would still need to consider any impacts of new lighting, signage, surfacing, and the new bridge itself, on the existing rural character of the area. Although not designated, the numerous World War II pillboxes in the area should be preserved and integrated into the scheme as points of historical interest.

A Landscape, Heritage, and Land Quality Assessment would be required at the next design stage. Further details are provided in the technical note: Environmental Constraints and Next Steps as per **Appendix A.**

4.1.5 Flood Risk

The River Chelmer flows in a north–south direction and bisects the alignment of the proposed route. Flood risk mapping has been obtained from the Environment Agency, providing detailed insight into the flood zones affecting the area. The eastern bank of the River Chelmer holds particular ecological importance. It encompasses a designated coastal and floodplain grazing marsh priority habitat, forming part of the Essex Wildlife Trust Nature Reserve and is recognised as a Local Wildlife Site.

As shown in Figure 4.1, a significant portion of the proposed route, particularly the section involving the River Chelmer and a proposed river crossing, falls within Flood Zone 3 which indicates a high probability of flooding. Furthermore, any approaching paths/routes to the proposed bridge from both the eastern and western sides also lie within Flood Zone 3. A section of the eastern alignment, running parallel to the PROW Little Waltham 42, falls within Flood Zone 2, which also presents a notable flood risk.

These flood zone designations must be carefully considered in the design and delivery of the shared-use path and associated infrastructure. It is essential that any constructed paths are resilient to flooding and that contingency measures are in place for periods when the route may be inaccessible due to flood events.

While constructing the route on higher ground would be preferable to mitigate flood risk, this is not feasible due to the topography and environmental constraints of the area.

Flood risk may also present a significant challenge in securing planning consent, particularly as construction activities would involve transporting materials into the floodplain. It would be necessary to demonstrate to the Environment Agency that the proposed works would either have a negligible impact on flood risk or that appropriate compensatory measures would be implemented.

At this stage, preliminary consideration has been given to the location of new ramps and bridge structures; however, the nature and extent of any required compensation works have not yet been defined.

Engagement with the Environment Agency would be essential to agree on acceptable mitigation strategies, which may also influence land requirements and the overall feasibility of the scheme.

The flood map for planning shows river and sea flooding data only. This data doesn't include other sources of flooding. It is for use in development planning and flood risk assessments

This information relates to the selected location and is not specific to any property within it. Flood risk data is covered by the Open Government License which sets out the terms and conditions for using government data.

Further details are provided within the Environmental Constraints Plan provided within **Appendix A** of this report.

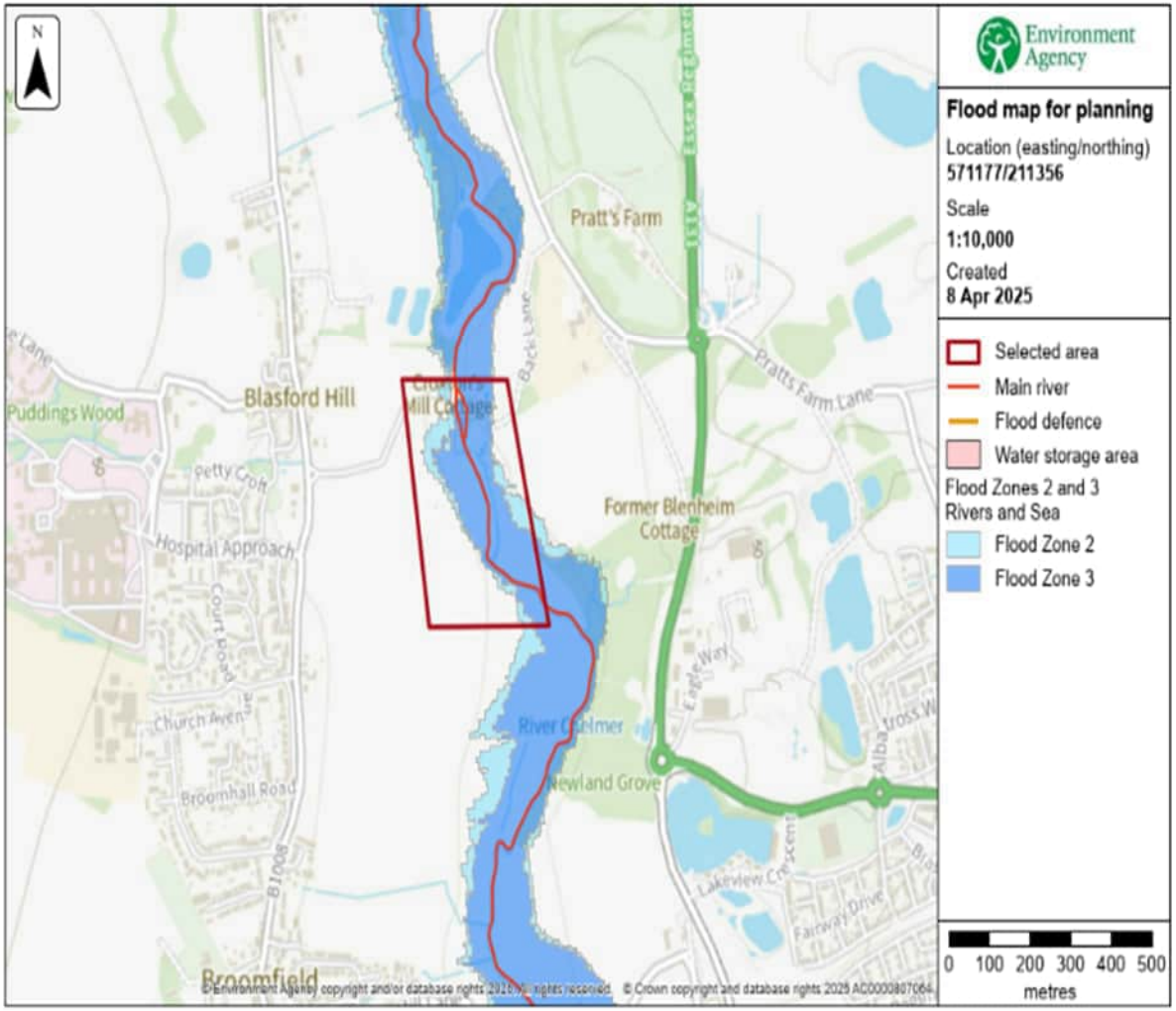


Figure 4-1: Flood Map (Environment Agency)

4.2 Bridge Location and Design Rationale

Drawing upon the datasets reviewed throughout this study including LiDAR survey outputs, flood risk mapping and ecological constraints, a preferred location for the proposed pedestrian and cycle bridge has been identified. The selection process was guided by a comprehensive evaluation of engineering feasibility, environmental sensitivity, and long-term maintainability.

The chosen alignment has been specifically designed to:

- Minimise the structural span and overall footprint of the bridge, including approach ramps;
- Reduce environmental impact, particularly in sensitive ecological zones;
- Limit disruption to local flora and fauna; and
- Avoid interference with statutory undertakers' assets, including both buried and overhead utilities.

Figure 4-2: Bridge Location Recommendation

This approach offers a cost-effective solution while maintaining compliance with accessibility standards and minimising construction complexity.

The proposed location also avoids areas constrained by overhead power lines and other buried utilities, which, if relocated, would incur costs disproportionate to the overall scheme budget.

The proposed crossing point, illustrated in Figure 4.2**,** features an estimated span of approximately 36.8 metres and has been selected based on a comprehensive review of available datasets, including LiDAR survey outputs, flood risk mapping, and ecological constraints.

This location would undergo further validation during the preliminary design and planning approval stage, which would include ground investigations, utility mapping, and stakeholder consultation to confirm its suitability. A summary of the key design features associated with this proposed alignment is provided in Table 4.1.

Feature	Data
Grid Reference Location	TL 71222 11350
Flood Level (1% AEP (+65%))	29.85 mAOD
Existing Ground Level	28.80 metres
Soffit Rise	1.05 metres
Length of Approach Embankment	21.00 metres

Table 4-1: Key Bridge Design Features

As the area is a designated level 3 flood zone, special consideration has been given to the potential for flood risk. The bridge soffit level has been set above the water level for a predicted 1 in 100-year flood event, including an adjustment for climate change effects. This assumes that flood defences up stream of the bridge would remain in place and fully functional throughout the service life of the bridge. In addition, bridge supports have been set back 5m from the top of the embankment to further reduce the risk of flow restrictions during flood events. In accordance with best practice, design requirements would be governed by the Design Manual for Roads and Bridges (DMRB), supplemented by LTN 1/20 – Cycle Infrastructure Design. Key structural dimensions are summarised in Table 4.2 below, with a full set of elevation drawings provided in **Appendix B** of this report and Figure 4.3.

Item	Requirement	Comment/Reference
Clear width	4 - 5.5 metres	Shared-use path (with Pedestrians, Cyclists and Equestrians) In accordance with CD 353, Cl. 11.7 Note: LTN 1/20, Cl. 10.8.12 requires 3 metres useable width, 0.5 metres clearance on both sides
Maximum Path Gradient	1:20 on all approaches	In accordance with CD 353, Cl. 5.8 & LTN 1/20, Table 5-8
Minimum Set Back from Riverbanks	5 metres	Clear set back from the top of each riverbank (as requested by the EA)

Item	Requirement	Comment/Reference
Flood Scenario	Defended – Flood Risk 1%AEP (+65%)*	1 in 100-year Flood (with 65% variation for Climate Change)
Foundations	Reinforced Concrete Piles	Assumed pending further Ground Investigation

Note : * It is assumed the design must account for flooding during a 1%AEP (+65%) event with flood defences in place. The selected area is in flood zone 3, meaning the area is at risk of flooding for an undefended flood event with a 1% or greater probability of occurring in any year for fluvial (river) flooding

Table 4-2: Key Bridge Structural Dimensions

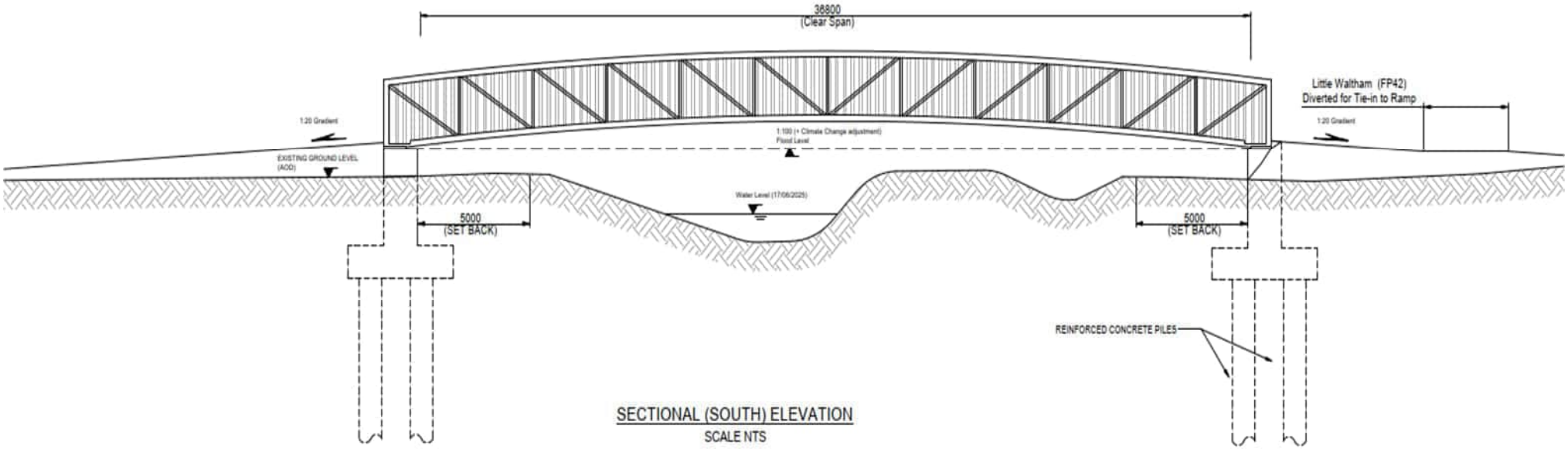


Figure 4-3: Bridge Structure Dimensions

A through truss has been selected as the structural form due to its efficient load carrying capabilities which reduce the quantity of material required. This design would minimise the structural depth below the path finish level, maximising the free board for the watercourse whilst minimising the height of the approach ramps. Approach ramps would be formed from earthworks and have a maximum gradient of 1:20 (5%) for accessibility. The length of the access ramps would be dictated by the height gain required up to the bridge.

At this stage, the design team has confirmed that steel would be the primary construction material. This has been selected considering the load carrying requirements over the span and the material durability and resilience within the site environment. While a change in material would not affect the bridge span, it would influence the structural depth and overall height of the bridge.

A change in material could also incur additional operation and maintenance costs over the design life. For example, although timber may offer aesthetic benefits and complement the surrounding woodland environment, it is structurally weaker than steel with a significantly reduced design life.

Achieving equivalent load-bearing capacity with timber would require significantly larger element sizes, increasing the structural depth and potentially impacting clearance and visual integration. The reduced design life of timber bridges and the associated maintenance is likely to result in a greater whole life cost when compared with steel bridges and has therefore been precluded from selection.

The use of a Fibre Reinforced Polymer (FRP) bridge has been explored as a lightweight, carbon-efficient, and durable design alternative. However, the required span exceeds the current structural capabilities of FRP, and its use is not recommended for this scheme.

It is also important to note that the proposed bridge would require Technical Approval from ECC's Structures Team. This process could introduce additional time and cost implications for the project.

5. Route Optional Appraisal

5.1 Active Travel England Toolkit

With a preferred location of the proposed bridge identified, the next critical stage in scheme development is to create seamless and accessible connections between the bridge and the surrounding shared-use infrastructure. These connections are vital to ensure the bridge operates as an integrated component of the wider active travel network, enabling continuous, safe, and convenient movement for pedestrians and cyclists.

As outlined in Section 3.1, the focus now shifts to evaluating the proposed shared-use routes using the ATE toolkit scoring system. As established in the previous chapter, the option to upgrade the existing pedestrian bridge north of Croxtons Mill has been removed from the study, and consequently, the associated section of the shared-use route has also been excluded.

It is therefore recommended that a feasible alternative route, particularly one approaching from the west, be explored. This option could potentially provide a more direct or less constrained alignment, subject to considerations such as land ownership, topography, environmental constraints, and integration with existing cycling infrastructure along Main Road (B1008). Additionally, this alignment could deliver a more accessible link to key destinations, including Broomfield Hospital and Chelmer Valley High School.

This methodology provides a structured, evidence-based framework for comparison, incorporating key criteria such as:

- Directness – how efficiently the route connects key destinations;
- Safety – the degree to which the route minimises conflict with vehicular traffic;
- Comfort – surface quality, gradients, and user experience; and
- Coherence – how well the route integrates with existing infrastructure and networks.

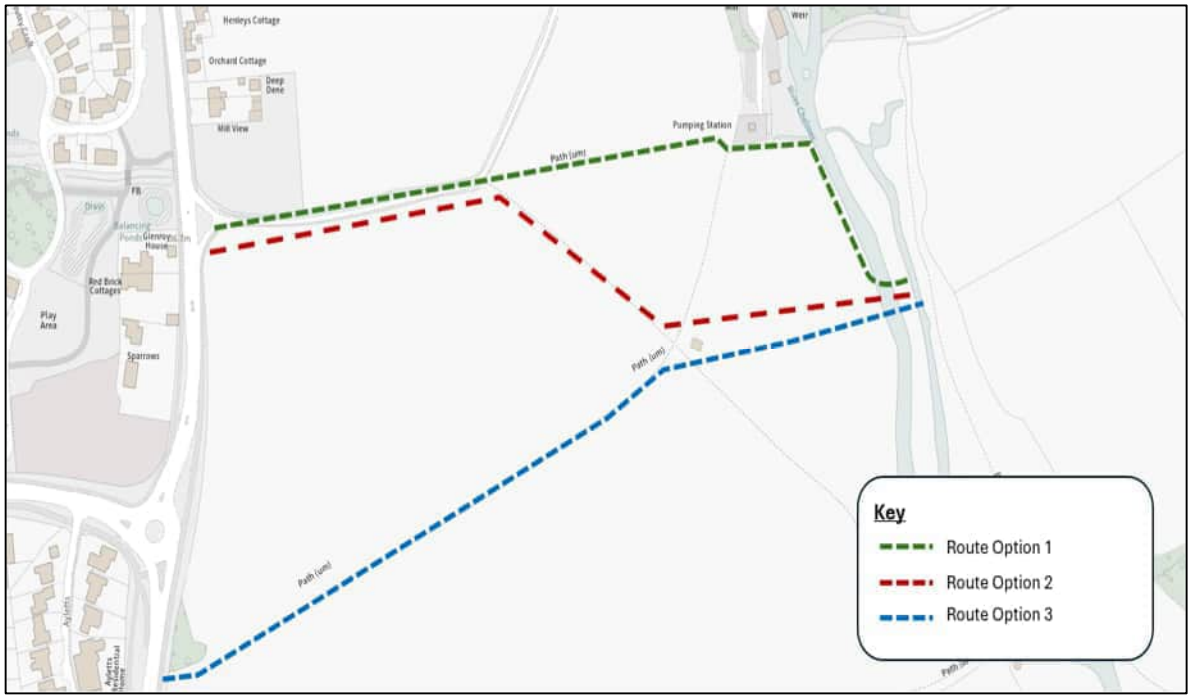
To support this assessment, the route options have been divided into logical sections based on points of divergence and convergence. These sections are now grouped into two categories: those located to the east and those located to the west of the River Chelmer and the proposed bridge.

This sectional approach allows for a more granular evaluation of each segment, particularly where multiple routing options exist. The original indicative alignments from the Infrastructure Delivery Plan (IDP) and the scheme brief have been modified to include additional alternatives, providing a broader basis for comparison.

These route sections are illustrated in Figure 5.1 and Figure 5.2**,** which presents an overview of all proposed and potential alignments. Each section has been assessed individually using the ATE toolkit, with scores assigned where applicable. Where no existing route is present, a score of N/A has been applied to reflect the absence of infrastructure. For the purposes of this assessment, it is assumed that adequate lighting can be provided along all proposed routes, either through existing installations on main roads and carriageways or through future provision. This assumption ensures that safety and usability are maintained throughout the evaluation process. The findings from this route assessment would guide the selection of a preferred alignment, ensuring the final scheme delivers maximum value in terms of connectivity, user experience, and compliance with local and national active travel objectives.

5.1.1 Western Routes – Main Road and Blasford Hill (B1008) to River Chelmer

As highlighted above, routes running east to west toward the River Chelmer and the proposed bridge appear to be the most logical options, as illustrated in Figure 5.1. Several routes were tested and analysed, with the primary options summarised in this report for conciseness. These include the following:



- Route Option 1 (Green Line) Cyclists would follow the existing Croxtons Mill access road alignment, with a new footway provided for pedestrians. This would then connect to a new off-road cycle and pedestrian route, cutting through third-party land and continuing parallel to the river southwards toward the proposed bridge location.

- Route Option 2 (Red Line) A new off-road shared-use cycle and pedestrian route is proposed south of the existing access road. This alignment would follow the indicative path currently used by walkers and visitors to the area, crossing third-party land and continuing east toward the location of the proposed new bridge.

- Route Option 3 (Blue Line): This proposed route would connect with the existing cycling infrastructure along Main Road (B1008) and is strategically positioned between two major trip attractors to the west, Broomfield Hospital and Chelmer Valley High School.

From there, the route would follow PROW Broomfield 28 to minimise the impact on third-party land while providing access to the proposed bridge and crossing over the River Chelmer.

Figure 5-1: Western Routes: Main Road and Blasford Hill (B1008) to River Chelmer

5.1.2 ATE Toolkit Scores

5.1.2.1 Western Route Scores

The route options presented in Section 5.1.1 have been thoroughly evaluated using the ATE toolkit. Each route was individually assessed within the toolkit to determine its performance against key criteria. A summary of the resulting scores for each route is provided below, with the full set of detailed toolkit spreadsheets included for reference in **Appendix D** of this report.

Categories	Green Route 1 (Existing Croxton Mill Access Road, Third-Party land to River Chelmer)		Red Route 2 (New shared-use route via Third-party Land to River Chelmer)		Blue Route 3 (PROW Broomfield 28, via Third-party Land to River Chelmer)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Safety	50%	96%	50%	100%	36%	100%
Accessibility	25%	100%	25%	100%	25%	100%
Comfort	21%	79%	21%	79%	29%	86%
Directness	83%	100%	83%	100%	83%	100%
Attractiveness	0%	40%	0%	40%	0%	40%
Cohesion	25%	88%	25%	88%	25%	88%
Total Score	**40%**	**89%**	**40%**	**92%**	**33%**	**93%**

Table 5-1: Western Routes ATE Scores

The assessment of the three western routes demonstrates significant improvements when proposed enhancements are implemented. Each route was evaluated against six key criteria: Safety, Accessibility, Comfort, Directness, Attractiveness, and Cohesion.

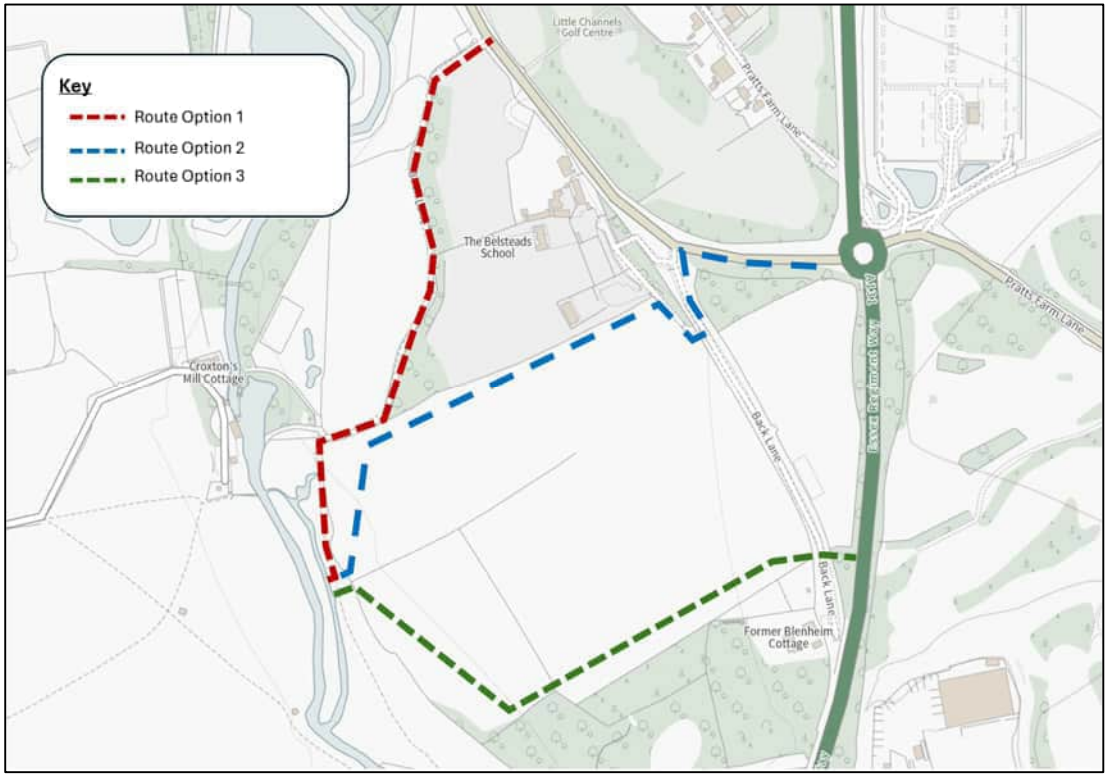
- **Route 1 (Green) Existing Croxton Mill Access Road, Third-Party Land to River Chelmer** - currently scores 40% overall. Safety is moderate at 50%, and accessibility is low at 25%, while comfort is only 21%. Directness performs well at 83%, but attractiveness is 0%, and cohesion is limited at 25%. Under the proposed design, the route improves substantially to 89%, with major gains in safety (96%), accessibility (100%), and comfort (79%). Cohesion rises to 88%, and attractiveness improves to 40%, making the route far more appealing and integrated.

- **Route 2 (Red) New shared-use route via Third-Party Land to River Chelmer** - mirrors Green Route's baseline performance, scoring 40% under existing conditions. Safety and accessibility are both 50% and 25%, while comfort is 21%. Directness is strong at 83%, but attractiveness remains 0%, and cohesion is 25%. Proposed enhancements elevate the score to 92%, with safety reaching 100%, accessibility improving to 100%, and comfort rising to 79%. Cohesion also improves to 88%, and attractiveness reaches 40%, ensuring a more pleasant and functional route.

- **Route 3 (Blue) PROW Broomfield 28, via Third-Party Land to River Chelmer** - starts with the lowest existing score of 33%, reflecting weaker performance in safety (36%) and accessibility (25%). Comfort is slightly better at 29%, while directness is strong at 83%. Attractiveness is 0%, and cohesion is 25%. Proposed improvements raise the score dramatically to 93%, with safety and accessibility both reaching 100%, comfort improving to 86%, and cohesion increasing to 88%. Attractiveness also improves to 40%, making this route highly viable.

All three western routes show substantial improvement under the proposed designs, with overall scores increasing from 33–40% to 89–93%. The Blue Route (route 3) demonstrates the greatest improvement, while the Green and Red Routes also achieve strong results. Safety and accessibility improvements are consistent across all routes, while comfort, cohesion, and attractiveness also see significant gains.

5.1.3 Eastern Routes – River Chelmer to Back Lane and Essex Regiment Way



The secondary section of the proposed route would provide a strategic connection between the Chelmsford Garden Community, the River Chelmer, and the proposed new bridge from the east. As with the western connections to the River Chelmer and the associated bridge, a range of route options were assessed using the ATE toolkit. For ease of reference, the principal route options identified through this analysis are summarised below:

- Route Option 1 (Red Line) Pedestrians and cyclists would exit the proposed bridge and travel north along PRoW Little Waltham 42. From there, the route continues northeast along PRoW Little Waltham 51 before joining the main carriageway of Back Lane.

- Route Option 2 (Blue Line) This option also begins at the proposed bridge, with users navigating a short section of PRoW Little Waltham 42. The route then enters a land parcel CCC, providing access to Back Lane (the access road to the Chelmer Clinic). Pedestrians would travel north along Back Lane and continue east to a proposed toucan crossing under the Essex Regiment Way (ERW) Sustainable Transport Corridor.

However, the CGC Movement Strategy does not currently include infrastructure for direct walking and cycling connections across ERW, such as access to the Park and Ride site. The nearest formal crossings on ERW would be the proposed bridge north of the Park and Ride site (approximately 450m away) or the toucan crossing at the end of Option 3, around 250m to the south.

Figure 5-2: Eastern Routes: River Chelmer to Back Lane and Essex Regiment Way

- Route Option 3 (Green Line) The final option begins at the proposed bridge and follows PRoW Little Waltham 42 before entering land owned by CCC. From there, the route heads southeast and then turns north, following the boundary of the CCC land parcel towards the Chelmer Clinic. It then connects to a minor section of Back Lane and links with a proposed toucan crossing, which forms part of the ERW Sustainable Transport Corridor. Ultimately, this route connects with PRoW Chelmsford Gardens 39. From the east side of ERW, users would be able to access active travel routes leading east into CGC, through the Innovation Hub, and northwards to the Chelmer Valley Park and Ride site and Great Belsteads Village beyond.

5.1.4 ATE Toolkit Scores

5.1.4.1 Eastern Route Scores

Similar to the western routes, the eastern route has been assessed individually using the toolkit to evaluate its performance against the key criteria. A summary of the scores for each route is presented below, while the complete set of detailed toolkit spreadsheets is provided in **Appendix D** for reference.

Categories	Red Route 1 (River Chelmer, PRoW 42 and 52 to Back Lane		Blue Route 2 (PRoW 42, CCC Land, Back Lane Access Road then Back Lane Main		Green Route 3 (PRoW 42, CCC Lane, Back Lane Access Road)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Safety	64%	88%	41%	92%	41%	92%
Accessibility	88%	88%	25%	90%	25%	100%
Comfort	21%	50%	14%	79%	14%	79%
Directness	33%	67%	50%	88%	50%	88%
Attractiveness	0%	30%	0%	40%	0%	40%
Cohesion	38%	75%	25%	88%	25%	88%
Total Score	**51%**	**77%**	**32%**	**85%**	**32%**	**86%**

Table 5-2: Eastern Routes ATE Scores

- **Route 1 (Red) River Chelmer, PRoW 42 and 52 to Back Lane** - currently performs moderately, with an overall score of 51%. Safety is relatively strong at 64%, and accessibility is high at 88%, but comfort and directness are low at 21% and 33% respectively. Attractiveness is negligible at 0%, and cohesion stands at 38%. Under the proposed design, the route improves significantly to 77%, with notable gains in safety (88%), comfort (50%), and cohesion (75%). Attractiveness also rises to 30%, enhancing the route's appeal.
- **Route 2 (Blue) PRoW 42, CCC Land, Back Lane Access Road then Back Lane Main** - starts with the lowest existing score of 32%, reflecting poor performance across most categories. Safety is only 41%, accessibility 25%, and comfort 14%, while attractiveness is 0%. Directness and cohesion are slightly better at 50% and 25%. Proposed improvements elevate the route to 85%, with major gains in safety (92%), comfort (79%), and cohesion (88%). Accessibility improves dramatically to 90%, and attractiveness reaches 40%, making this route far more viable.

- **Route 3 (Green) PRoW 42, CCC Lane, Back Lane Access Road -** mirrors Blue Route's baseline performance, scoring 32% under existing conditions. Safety and accessibility are weak at 41% and 25%, and comfort is just 14%. Attractiveness is 0%, while directness and cohesion stand at 50% and 25%. Proposed enhancements raise the score to 86%, with strong improvements in safety (92%), accessibility (100%), comfort (79%), and cohesion (88%). Attractiveness also improves to 40%, ensuring a more pleasant user experience.

All three western routes show substantial improvement under the proposed designs, with overall scores increasing from 32–51% to 77–86%. The Green Route (route 3) demonstrates the greatest improvement, while Blue and Red Routes also achieve strong results. Safety and accessibility improvements are consistent across all routes, while comfort, cohesion, and attractiveness also see significant gains.

5.1.5 Recommendation

Based on the results generated through the ATE toolkit assessment, a preferred route has been identified (see Figure 6.6 overleaf). This route achieved the highest score and offers strong alignment with the proposed bridge location and the planned toucan crossing facilities that form part of the ERW sustainable transport corridor scheme.

Importantly, the preferred route avoids the constraints previously noted in relation to PRoW Little Waltham 51, where limited space and the requirement for lighting and drainage present challenges to modification.

The proposed alignment also integrates with existing cycling infrastructure along Main Road (B1008), creating a direct link between two major trip attractors to the west, Broomfield Hospital and Chelmer Valley High School.

To minimise third-party land impacts (discussed further in Section 6), the route follows the existing PRoW Broomfield 28 footpath. This involves upgrading the current unpaved track across the grass field to a paved, shared footway/cycleway.

The route then connects with the proposed pedestrian and cycle bridge over the River Chelmer, continuing through land owned by CCC. This approach helps limit potential impacts on land managed by the Essex Wildlife Trust.

From there, the route joins Back Lane and links with two toucan crossings, one from the north and one from the east, both part of the ERW corridor works. This configuration enhances accessibility and encourages increased walking and cycling activity.

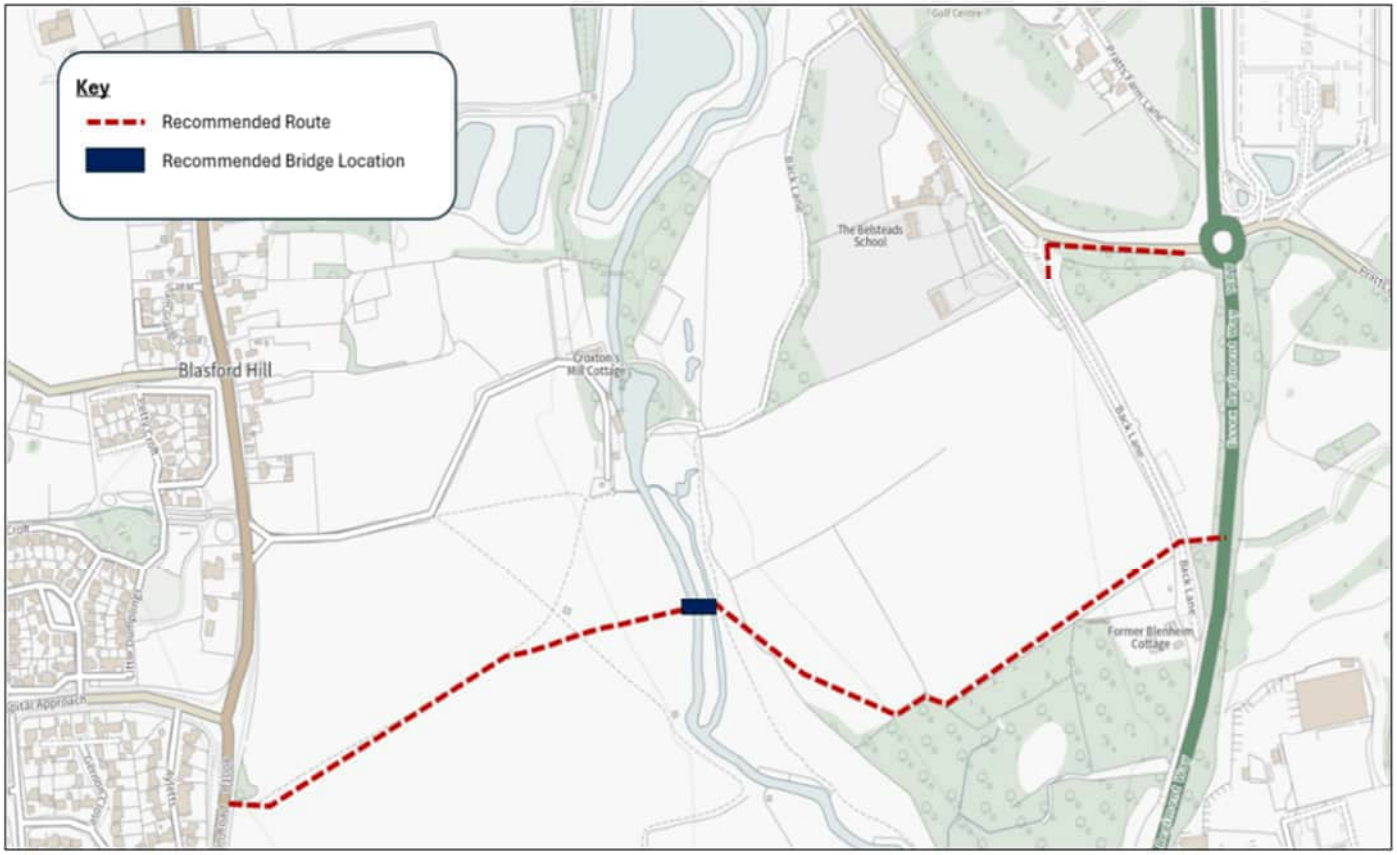


Figure 6-6: Recommendation of Route

The next phase involves undertaking a detailed land ownership search to establish a clear understanding of any land-related constraints that may affect the feasibility of the route.

This would help identify any third-party land interests that may require dedication or acquisition.

6. Landownership

While the preferred route has been identified through the outputs of the ATE toolkit, it is now necessary to assess this alignment in relation to existing land ownership boundaries. This assessment would help to identify any potential constraints and highlight areas where further investigation or stakeholder engagement may add value and support the operational delivery of the scheme.

All registered land titles within the vicinity of the proposed route were obtained from HM Land Registry on 27 May 2025 to establish ownership boundaries and identify any potential third-party land requirements. This process included a detailed review of title plans, ownership parcels, and associated rights of way to ensure accurate mapping of land interests. A composite land ownership plan is provided for reference in **Appendix C** of this report.

6.1 Land Ownership Considerations – Western Section

On the west side of the River Chelmer, the majority of third-party land required for the proposed route is registered under titles EX879558 and EX879854. Any alignment within the scheme's reference area will inevitably intersect land held under multiple registered titles. To minimise risk and complexity, it is recommended that the route avoids direct encroachment into areas outside of EX879558, which is designated for narrow corridors, particularly those currently subdivided into smaller plots.

Part of the rationale for the proposed 'street' layout appears to be the accommodation of Public Footpath Broomfield 28 within its corridor. However, based on the shapefile provided by Essex County Council (ECC), the recorded PROW alignment does not fully correspond with the proposed route and instead dips into plot EX874470. On the ground, the route currently exists as an informal track through open grassland, with no physical delineation to indicate this discrepancy. This issue only becomes apparent when comparing the PROW alignment against registered land ownership boundaries.

The final route alignment has been designed to minimise impact on third-party landowners. It makes use of existing PROW corridors and remains within the designated narrow corridor network to reduce interaction with individual plot boundaries. As a result, only one privately owned plot is directly affected, where the alignment intersects land required to facilitate the proposed new river crossing.

6.2 Land Ownership Considerations – Eastern Section

The eastern section of the proposed route presents relatively few complexities in terms of land ownership. The significant freehold titles on the east side of the River Chelmer are EX568540 and EX552443, the latter held by CCC. This area comprises a mix of wet and dry meadows, which are generally open and grassed within the vicinity of the scheme. Public Footpath Little Waltham 42 traverses this section, providing a continuous trail across the site.

Back Lane forms a boundary between the meadows adjacent to the River Chelmer and the A131 Essex Regiment Way. Although Back Lane is unregistered along its full extent, it lies entirely within the adopted highway boundary and is maintained by Essex Highways. The A131 Essex Regiment Way is registered under title EX553669 and is owned freehold by ECC.

CCC is considered likely to be amenable to works associated with the scheme, given its public and strategic interests. The final alignment of the route has also been designed to avoid passing behind Little Belsteads School, thereby reducing the potential for objections from the school or its governing body.

6.3 Recommendation

The proposed route alignment, as illustrated in Figure 5.6 above represents the most practical and deliverable option following multidisciplinary input and design considerations. It offers a balanced solution that maximises connectivity while minimising disruption to existing land uses.

6.3.1 Land Dedication and Acquisition

Initial discussions indicate that Essex Wildlife Trust and Chelmsford City Council are likely to support dedicating the necessary land, providing a strong foundation for progressing the scheme. Their cooperation would significantly streamline the delivery process.

However, the section of the route that intersects the existing Public Right of Way (PROW) and leads to the new bridge may present challenges. This alignment overlaps with land parcels currently marketed as part of a land banking initiative. Such circumstances could create conflicts with the expectations of prospective plot purchasers and may necessitate the use of Compulsory Purchase Order (CPO) powers to secure the land, given the complexity of registrations and interests involve.

6.3.2 Legal Mechanisms and Statutory Powers

Consultation with Essex Highways Network Assurance Team confirmed that the delivery of the proposed route would require securing third-party land through dedication, purchase, or compulsory acquisition. Where landowners are cooperative, a Section 38 Agreement under the Highways Act 1980 can be used to dedicate land for highway purposes. Where landowners are not willing, acquisition potentially through compulsory purchase would be necessary.

For sections where existing footways are to be converted to cycle tracks, additional land may be required to meet design standards. This land must be secured before any conversion can take place under the Cycle Tracks Act 1984. Early engagement with affected landowners is essential to facilitate this process.

7. Ecology

The proposed route and surrounding area are considered environmentally sensitive, encompassing a Nature Reserve, Local Wildlife Site (LoWS), woodland, priority habitats, a Main River, and zones of high fluvial flood risk. Additionally, there are nearby residential properties and Listed Buildings.

The route of the proposed scheme has been carefully developed to minimise environmental impacts, including:

- Avoiding proximity to the Grade II Listed Building (Croxtons Mill) to preserve its historic landscape setting.
- Routing away from the narrowest section of the Nature Reserve, in line with advice from the Essex Wildlife Trust, to prevent severance and unacceptable ecological impacts.
- Avoiding root zones of existing trees and woodland areas to protect mature vegetation.
- Positioning the route outside high flood risk zones wherever feasible.

Given that the proposed scheme involves a new active travel corridor across greenfield land, including a new bridge over the River Chelmer, a planning application is considered the most appropriate route.

As the scheme qualifies as a Schedule 2 development under The Town and Country Planning (Environmental Impact Assessment) Regulations 2017, an EIA Screening Assessment would be undertaken to determine whether a statutory Environmental Impact Assessment is required. If so, an EIA Scoping Assessment would follow to identify and exclude environmental topics unlikely to experience significant effects. This ensures a proportionate and focused Environmental Statement (ES) for the planning application.

Further details are provided within the Environmental Constraints & Next Steps Technical Note provided within **Appendix A** of this report.

8. Concept Design

8.1 Overview

Building on the findings of the route appraisal and considering the locational constraints identified during the earlier stages of the study, this chapter presents the concept design proposals for each section of the route. The designs aim to respond to both strategic objectives and site-specific challenges, ensuring that the proposed infrastructure is context-sensitive, deliverable, and aligned with wider active travel ambitions.

The concept design narrative begins at the western extent of the corridor, in Broomfield, at Main Street (B1008) and progresses eastward through the identified route options towards the proposed infrastructure improvements that form the ERW sustainable transport corridor. Concept drawings illustrating the proposed interventions are provided in **Appendix E** of this report.

Several sections of the proposed corridor require the provision of new or upgraded shared-use paths across open fields. In these areas, the design proposes a 3.0-metre-wide paved shared-use path, suitable for both pedestrians and cyclists. To ensure year-round usability and effective surface water management, 1.0-metre-wide natural drainage verges will be incorporated on both sides of the path.

This approach aligns with Active Travel England (ATE) guidance and LTN 1/20 principles. Based on best practice, a minimum corridor width of 5.0 metres is recommended, comprising the 3.0-metre path and two 1.0-metre verges. However, localised widening may be required to maintain recommended cycle design speeds, improve visibility, and avoid a sense of enclosure. In some locations, corridor widths of up to 8.0 metres may be appropriate.

The adjacent verges will serve as natural drainage zones, allowing runoff from the sealed surface to infiltrate effectively. To support this function, verges will be maintained free of dense vegetation, using low-mown grass or slow-growing species. This design ensures functional performance, environmental integration, and compliance with national active travel standards.

In order for the route to be used during hours of darkness, low or no natural light, as well as to help users feel safe, the proposals would need to be lit. This would encourage use by, for example, school pupils during the winter months. The particular type of lighting would be decided at preliminary and detailed design stages. However, initial considerations for the lighting proposals could be in the form of four metre columns at 30 metres spacing elsewhere along the path.

The concept design outlined in this section forms the basis for further appraisal and refinement, ensuring that the proposed infrastructure meets technical standards while supporting the strategic objectives of the wider CGC–Broomfield active travel scheme.

8.1.1 Main Road (B1008)

It is proposed to install a Toucan crossing on the B1008 Main Street, approximately 60 metres south of the Main Street / Hospital Approach roundabout. The crossing would be located adjacent to the existing access point to Public Right of Way (PROW) Broomfield 28.

To support the proposed Toucan crossing, the existing footway on the east side of the B1008 carriageway would be widened into the adjacent grass verge to create a 3-metre-wide shared use path. This would extend the current shared use provision, which presently terminates between the proposed crossing location and the roundabout. Under the new arrangement, the shared use path would continue south of the Toucan crossing, with cycle markings repositioned to guide cyclists onto the southbound carriageway at this new termination point.

On the west side of the carriageway, the existing cycle track is proposed to be converted into a shared use path and extended southward through the grass verge to connect with the proposed Toucan crossing and further south to provide a transition for cyclists from the carriageway. The shared use path would also link with the existing footway located behind the grass verge at the crossing location. Cycle markings would be added to guide cyclists from the northbound carriageway onto this shared use facility. This arrangement would provide safe and convenient shared use access to the Toucan crossing from both directions, while retaining the rear footway as pedestrian-only to reduce potential conflicts between users.

Additionally, it is proposed to remove the existing uncontrolled crossing point located south of the roundabout. This would involve the removal of the associated footway link, tactile paving, and dropped kerbs, thereby encouraging pedestrians and cyclists to use the new controlled crossing. This change would also allow for the rationalisation of the current tactile paving layout, which is presently confusing. The revised layout would provide a continuous shared use link from the Toucan crossing to the existing shared use path along Hospital Approach, eliminating multiple transitions in provision. The existing kerbed island to the south of the proposed crossing would also need to be removed.

8.1.2 Utilisation of PROW Broomfield 28 within the Proposed Corridor

As detailed in Section 4, and considering current land constraints and ownership information, it is recommended that the existing alignment of Public Right of Way (PROW) Broomfield 28 be utilised for the western section of the proposed active travel corridor. This option leverages an existing legal order permitting both pedestrian and cyclist use, thereby streamlining implementation. However, modifications would be necessary to increase the current width of the PROW beyond its existing 1.0 metre specification.

The current access point to PROW Broomfield 28 is located on the B1008 Main Street, adjacent to the proposed Toucan crossing. At present, this access consists of a narrow gap in a chain-link fence and is partially obstructed by overgrown vegetation. To accommodate the proposed shared use path, this access would be widened to 3 metres, with vegetation cut back and maintained to ensure clear and safe passage.

The PROW itself is currently unpaved and only distinguishable by the shorter grass along its alignment compared to the surrounding fields. It is proposed to upgrade this route to a 3-metre-wide paved shared use path, with 1-metre-wide natural drainage strips provided on either side, as described earlier in this section.

North of the National Heritage asset, a WWII-era Pill Box structure at the junction with PROW Little Waltham 40, the proposed route would deviate from the existing PROW. A new alignment would be created across the adjacent field, extending eastward to the River Chelmer. As this section does not follow an existing PROW, a new legal order would be required to formally designate this route for public use by pedestrians and cyclists. As highlighted above, installation of low-level lighting along the route every 30 meters, following the guidance from Sustrans and Active Travel England, would be considered.

To facilitate access to the River Chelmer and the proposed pedestrian and cycle bridge, a series of earthworks are required to elevate the shared-use path above the floodplain. This elevation is essential both for flood resilience and to achieve a smoother gradient for users.

Currently, the gradient approaching the WWII pillbox is approximately 1.8%, increasing to just over 3% along the remaining section leading to the proposed bridge, as confirmed by the LiDAR survey. These gradients remain within the Active Travel England design guidance, which recommends that gradients on cycleways and footways should ideally be below 3% and not exceed 5%.

8.1.3 River Chelmer Crossing - Proposed Pedestrian and Cyclist Bridge

As identified in both the site audit and option appraisal sections of this report, the only existing river crossing in the vicinity is located near Croxtons Mill. This structure is unsuitable for many users due to its narrow width and stepped access, which limits accessibility and fails to meet inclusive design standards.

To address this constraint, a new pedestrian and cyclist bridge is proposed over the River Chelmer, forming a key component of the preferred active travel corridor. The detailed design of this structure would be developed separately and presented in a dedicated report and drawing package.

The preferred route intersects a section of the River Chelmer floodplain. Consequently, the bridge design must incorporate robust flood risk mitigation measures to ensure the route remains functional during flood events. These measures would focus on maintaining year-round operational integrity and safe access.

Key design considerations would include appropriate elevation to avoid inundation, structural resilience to withstand flood-related stresses, and effective drainage systems to manage water flow and prevent accumulation. These elements are critical to minimising disruption and ensuring the safety of users during adverse weather conditions.

In addition, the project would require extensive geotechnical investigations to inform the design and construction of the bridge foundations. These investigations would assess ground conditions, bearing capacity, and potential settlement risks, forming the basis for a resilient and sustainable structural solution.

Further datils of the proposed bridge location and design are provided within Section 4 of this report.

8.1.4 PROW 42 and Chelmsford City Council Land Parcel

Following the proposed bridge crossing over the River Chelmer, the preferred route briefly follows the existing alignment of PROW 42 before passing through a lightly wooded area and entering land owned by CCC. The route then continues along the southern boundary of this parcel, heading northwards towards the Chelmer Clinic.

A LiDAR survey has confirmed the gradient along this section to be 2.4%. This is in accordance with ATE design guidance, which recommends that gradients on cycleways and footways should ideally remain below 3% and not exceed 5%, ensuring accessibility and ease of movement for all users.

As with other sections of the proposed corridor, the use of Public Right of Way (PROW) 42 would require legal confirmation or amendment to existing orders. This process is necessary to formally permit pedestrian and cyclist access, thereby ensuring the corridor supports active travel in a lawful and efficient manner.

It is important to note that amending a PROW can be a time-consuming process. The formalisation of changes involves statutory procedures, public consultation, and legal validation, which may impact the overall programme timeline. Early engagement with relevant authorities and stakeholders would be essential to mitigate delays and support timely delivery of the corridor.

It is proposed that this section of PROW 42 be upgraded to a 3-metre-wide paved shared use path, incorporating 1-metre-wide natural drainage strips on either side and appropriate lighting. This specification aligns with the corridor-wide design principles established earlier in this section and would ensure consistent quality, accessibility, and safety throughout the route.

8.1.5 Route Adjacent to Chelmer Clinic & Essex Regiment Way (A1016)

Upon exiting the parcel of land owned by CCC, the preferred route crosses the Chelmer Clinic access road via an uncontrolled crossing. This crossing would be equipped with dropped kerbs and tactile paving to support inclusive access for all users. From this point, the route connects into the proposed shared use path that forms part of the STC works for the Essex Regiment Way (A1016) scheme.

In accordance with the STC ERW design, the active travel corridor would continue eastward and cross Regiment Way via a proposed Toucan crossing. This controlled crossing would provide safe passage for both pedestrians and cyclists across this busy road.

Following the crossing, the route would then link into the PROW Chelmsford Garden 39, continuing the corridor's alignment and ensuring integration with the wider active travel network.

8.1.6 Back Lane Toucan Crossing and Shared Use Path Provision

To encourage uptake of the proposed shared-use route and bridge crossing by active travel users, a 3.5 metre wide shared-use path is also proposed to extend around the bend onto Back Lane. A new 4-metre-wide Toucan crossing is planned approximately 20 metres east of the junction with the Chelmer Clinic access road, providing a safe crossing point for pedestrians and cyclists.

At present, there is no footway provision along Back Lane. Consequently, the proposed shared-use path on the southern side of the carriageway would terminate just east of the crossing, with all users directed across to the northern side via the Toucan crossing. A new 3.5 metre shared-use path would be constructed along the northern side of Back Lane, commencing west of the crossing and continuing eastward to the (A131) Essex Regiment Way roundabout.

Due to the horizontal curvature of the carriageway at the proposed crossing location, vegetation clearance would be required on the northern verge to ensure adequate visibility for eastbound drivers. This intervention is necessary to meet visibility splay requirements and ensure compliance with safety standards.

Cycle route markings would be introduced along Back Lane to facilitate the transition of cyclists from the carriageway onto the shared-use paths and across the Toucan crossing, supporting seamless integration into the wider active travel network.

The proposed scheme terminates at the (A131) Essex Regiment Way roundabout, which lies beyond the scope of the current design proposals.

As previously outlined, **Appendix E** presents concept drawings detailing the proposed infrastructure interventions and improvements within the designated study area, including shared-use paths, crossing facilities, visibility enhancements, and active travel connectivity measures.

8.2 Final Route Summary

The proposed route alignment, illustrated in **Appendix E** and Figure 5.6, has been developed through a comprehensive design process involving multidisciplinary input. This alignment represents the most practical and deliverable option, offering a balanced solution that maximises connectivity while minimising disruption to existing land uses and environmental features.

Several key considerations have shaped the alignment. The route has been positioned further away from the Grade II Listed Building, Croxtons Mill, to avoid adverse impacts on its historical landscape setting. It also avoids the narrowest section of the adjacent Nature Reserve, as advised by the Essex Wildlife Trust, thereby reducing the risk of severance and ecological harm. In addition, the design ensures that the route does not encroach upon the root zones of mature trees or areas of woodland, safeguarding arboricultural assets. Flood risk has also been a critical factor, with the alignment routed as far as possible outside areas identified as high flood risk.

Connectivity has been a central objective in the development of the scheme. The proposed route integrates with existing infrastructure along the B1008 Main Road and aligns with the planned improvements for the A131 Essex Regiment Way Sustainable Transport Corridor. This approach enhances local and strategic active travel networks, supporting walking and cycling accessibility across the area.

The preferred route comprises several key components. These include:

- Provision of a new Toucan crossing on the B1008 Main Road, south of the roundabout with Hospital Approach.
- Upgrades to part of Public Right of Way (PROW) Broomfield 28.
- Creation of a new shared-use route linking PROW Broomfield 28 to the River Chelmer.
- Construction of a new pedestrian and cyclist bridge over the River Chelmer to provide a critical crossing point.
- Upgrades to PROW Little Waltham 42.
- New shared-use route connecting PROW 42 via CCC-owned land to Back Lane access road.
- Additional shared-use paths extending from the Back Lane access road junction bellmouth to the proposed Toucan crossing at the A131 Essex Regiment Way roundabout.
- New shared-use route along Back Lane access road towards the eastern section of the proposed STC ERW design.
- Inclusion of a new Toucan crossing linking into PROW Chelmsford Garden 39.

8.3 Route Design Considerations

While the concept design has been developed in accordance with relevant planning and design guidance, several elements would require further refinement during the next stage of the design process.

A topographical survey should be commissioned for this route to inform the next phase of design. The existing topography, particularly in the vicinity of the River Chelmer, may present challenges to construction, and accurate survey data would be essential to address these effectively. Given the potential inaccuracies in OS mapping, a topographical survey would also help confirm the precise alignment of existing PROWs, ensuring that legally defined routes are maintained as accurately as possible.

Additionally, the survey would be necessary to identify the location of any above ground utilities and statutory undertakers' assets that may be affected by the proposed works.

To enable progress and provide a realistic interpretation of the scheme at this stage, the following design assumptions have been made.

8.3.1 Lighting

To ensure the route is usable during hours of darkness or low natural light, and to enhance user safety, lighting would be required. This would encourage use by pedestrians, including school pupils travelling between the CGC and Chelmer Valley High School during winter months.

The specific lighting solution would be determined during the preliminary and detailed design stages. Initial allowance has been made for 5-metre lighting columns spaced at approximately 30 metres along the route; however, detailed considerations may preclude this entirely or in part and an alternative low level lighting system may be required.

Given the presence of wooded areas and potential ecological sensitivities, particularly to the east, presence-detection lighting is recommended. This system allows luminaires to remain off or dimmed to a low level when the path is not in use, and to activate to full brightness upon detecting a user. This approach reduces light pollution and minimises ecological impact.

Additionally, the system could incorporate adaptive colour temperature control, using a warmer, less intrusive light when idle, and switching to a cooler, more security-oriented tone when activated. The ecological impact of this lighting strategy would need to be assessed as part of the next design phase.

The interface between existing and proposed street lighting on Main Road (B1008) and Back Lane should be reviewed by a qualified lighting engineer or contractor to ensure seamless integration and compliance with relevant standards.

8.3.2 Verge Strip and Drainage

To provide year-round usability and effective surface water management, 1-metre-wide natural drainage verges would be incorporated on both sides of the proposed path. When regularly maintained, these verges would help prevent encroachment from vegetation such as grass and brambles, keeping the path clear and accessible.

Although the site visit was conducted in spring (April 2025), ground conditions were observed to be muddy in several areas, particularly near the eastern wooded sections of the route. Consequently, even with the use of porous surfacing, the introduction of a 3-metre-wide path would result in varying degrees of surface water runoff. During the preliminary and detailed design stage, it would be determined whether the path should incorporate a crossfall or camber to direct runoff toward the adjacent verges.

It is currently assumed that positive drainage infrastructure would not be provided, and that the existing ground conditions can accommodate runoff from the path. However, the potential for groundwater ingress through porous paving materials must also be considered. To address this, comprehensive ground investigations would be required, and a specialist drainage engineer should be appointed during the next stage of design. This would enable design of a route that remains functional throughout the year, not just during the drier summer months.

8.3.3 Surface Materials

Discussions between EH, ECC and CCC have taken place throughout the design process, with various surface material options considered. All parties agreed that a sealed, robust surface is essential to provide year-round accessibility for mobility-impaired pedestrians and most cyclists.

In addition to durability and accessibility, materials should complement the surrounding environment and require minimal maintenance. Popular options include:

- Coloured or clear asphalt to blend with natural surroundings.
- Resin-bound aggregate for a gravel-like appearance without loose stones.
- Surface-dressed finishes using coloured chippings for a rustic aesthetic.

For more naturalistic paths, materials such as rockdust or castle gravel may be considered; however, these surfaces can present challenges with loose material and are unsuitable for sweeping or snow clearance.

At this stage, it is assumed that the shared-use path would be constructed using a flexible sealed surface, such as asphalt. Further investigation into suitable materials would be undertaken during the next phase of the design process.

8.3.4 Bollards

To ensure the route remains accessible for maintenance while restricting unauthorised motor vehicle access, physical access controls would be required at both ends of the proposed corridor. These controls must allow for periodic maintenance of both the path and the associated bridge infrastructure.

During site audit, it was observed that maintenance vehicles have previously accessed the River Chelmer via the Croxton Mill access road from the west and the Little Waltham PROW 51 from the eastern side. These existing routes provide viable access points for future maintenance operations and should be retained for this purpose.

Maintenance access can easily be forgotten but regular access would be needed along routes for sweeping and vegetation management, and less frequently for surface maintenance and enhancements, and this should be part of all discussions pertaining to route development.

At this stage of design, it is proposed that impact-resistant cycle lane bollards be installed at either end of the route. Materials such as polyurethane, rubber, or polymer are recommended due to their durability and ability to withstand incidental contact with vehicles without sustaining significant damage or posing safety risks.

The final specification and placement of bollards would require agreement among all affected stakeholders, including local authorities, landowners, and maintenance contractors, as part of the next phase of the design process.

8.3.5 Signage

To support effective navigation and encourage active travel, wayfinding signage should be provided along the route. This signage should clearly indicate key destinations such as the CGC, Broomfield, local schools, and points of interest including Croxton's Mill. Directional signs should include distance markers, ideally expressed in walking or cycling time (minutes) rather than miles, which is more intuitive for users and may also help inform vehicle drivers of viable modal shift opportunities.

In addition to destination signage, user priority signage should be considered at key junctions and crossing points, particularly where the route interfaces with Main Road (B1008), Back Lane, and the proposed Essex Regiment Way (A1016) scheme. These signs would help clarify right-of-way and improve safety for all users, especially in areas with mixed pedestrian and cycle flows.

9. Landscaping and Placemaking Opportunities

As with the creation of any location or route, encouraging public use relies on a clear understanding of what the space offers and a feeling that using the space would be a comfortable and safe experience. As the proposed route is a relatively long path which crosses an open landscape, clear signage and wayfinding are paramount to the process of encouraging use. Access/egress points should therefore be highlighted within the local setting, with the use of obvious landmark features that can be seen from a distance such as prominent totems and/or more seasonal (ornamental) planting which would be visible against the wider backdrop. Signage at these locations should include data such as maps, distances and times to move along the route by various transport means (e.g. walking or cycling) so route users can fully understand the extent before embarking on their travels.

As the route is not a straight line between a start and end point, a useful function to help navigate the distance is to provide visual cues, allowing route users to mentally track their progression and understand where they are in relation to the scheme exits. The introduction of features such as individual specimen trees at the directional change points would provide natural interim target points within the otherwise open landscape.

Increased usage increases the likelihood of passive surveillance and therefore the perception of safety for those travelling along the pathway. Busy routes tend to discourage anti-social activities. It is therefore vital to encourage as many different route users as possible to utilize the space across the full day and across the varying seasons. This includes those using the pathway as a commuter link, those looking for simple exercise opportunities, and those looking to increase their connection with the natural world. The scheme therefore needs to respond to a wide range of the community and provide opportunities for all ages and fitness abilities.

The introduction of various seating provisions along the route helps to make the scheme manageable for those who are unable to make the trip in one continual motion. Seating also allows route users to spend time enjoying the natural environment with views across the landscape and towards historical features such as the pillbox. Litter bins and dog waste bins at these locations also encourages a respect for the landscape setting by providing the opportunity to dispose of debris considerately.

Additional features such as signage and natural play features would enhance the public's experience, providing updated information about the local landscape and distances left to travel, whilst encouraging nature exploration in a more controlled and safe way. Community elements such as notice boards, swap-stands or mini-library boxes could be introduced to help foster a sense of ownership of the spaces by the local residents and encourage more frequent use of the route. Cycle facilities such as racks and repair stations could also allow cyclists to break up their travel if they wish to pause, or should the need arise, provide the opportunity to undertake simple fixes allowing successful onward travel. The introduction of new landscape features such as hedgerows, wildflower planting and natural surfacing or ground support systems would only help enhance the route and provide increased facilities whilst maximising biodiversity across the site.

All proposed landscaping and placemaking drawings are provided within **Appendix F** of this report.

10. Construction Cost Estimates

At the concept design stage, all cost estimates should be considered indicative and subject to refinement as further design details emerge. The current figures are based on broad assumptions, such as estimated unit rates and costs per metre, and do not incorporate inputs from detailed design or site-specific investigations. Highway-related costs represent the most variable component of the scheme, primarily due to limited understanding of the existing carriageway structure and the unknown extent of underground services within the highway corridor. Additionally, traffic management requirements can vary significantly depending on site-specific constraints and operational needs, further contributing to uncertainty in cost projections. As no construction year has been formally established, the estimates are based on Third Quarter 2025 (Q3 2025) pricing assumptions.

Bridge construction costs are similarly uncertain at this stage. As the design process remains at the concept stage, no ground investigation surveys have been undertaken, which limits the accuracy of current estimates. Consequently, bridge-related costs should be treated as provisional until further engineering assessments and investigations are completed.

To provide a clearer understanding of the construction costs, specific elements such as landscaping have been itemised within the cost estimate table. This breakdown enhances transparency and enables stakeholders to review individual components of the scheme in isolation. Presenting costs at the item level offers a more accurate representation of anticipated expenditure and supports informed decision-making throughout the design and delivery phases. It is also important to note that design fees within the cost estimate report are based on a percentage of construction costs. When detailed fee proposals are prepared, these figures may be higher than the initial percentage-based estimates.

Item	Costs (without Risk)	Costs (with Risk)
Main Road (B1008) Highway Improvements Only	£378,000	£529,000
Shared Route from Main Road (B1008) to Essex Regiment Way (Excluding Placemaking & Landscaping costs).	£3,890,000	£5,446,000
Additional Back Lane Improvements (Shared-Use Route, North-East Section)	£187,000	£262,000
Placemaking and Landscaping Improvements Only	£461,000	£645,000
Total Scheme (including all the above)	**£4,916,000**	**£6,882,000**

Table 10-1: Scheme Construction Cost Breakdown

A full copy of the cost estimate is provided for reference within **Appendix G** of this report.

As highlighted during the inception meeting, who would fund, construct and maintain the path and the surrounding vegetation would need to be agreed by ECC and CCC.

11. Planning Considerations

The proposed route would require planning approval for off-highway construction works, as well as highways approval and the appropriate statutory orders for highway works. Given the extent of works within Flood Zones 2 and 3, early engagement with the Environment Agency is strongly recommended. A key issue would be the need to compensate for any materials introduced into the flood zone, particularly for new ramps. If compensation is required, additional land acquisition may be necessary.

Where new routes do not follow existing rights of way or public highways, legal agreements with landowners would be required. These agreements must grant rights for public use and allow for construction and ongoing maintenance of new paths. The signatory for these agreements should be agreed early in the process, likely Essex County Council or Chelmsford City Council, and appropriate budgets must be allocated. Consideration should also be given to the potential use of statutory powers if negotiations with landowners fail.

Under Section 38 of the Highways Act, agreements can be used to dedicate land where landowners are willing to permit the route. Upgrades to existing footpaths to convert them into cycle tracks would require powers under the Cycle Tracks Act.

11.1 Upgrading Existing Footpaths

Where the proposed cycle track follows the route of PRoW Broomfield 28, additional land would need to be dedicated, purchased, or acquired via Compulsory Purchase Order (CPO) to achieve the proposed 5 m width. This acquisition must occur prior to any conversion under the Cycle Tracks Act.

Engagement with affected landowners would be essential; however, this process is complex and time-consuming. It could significantly extend the programme if not managed proactively.

11.2 Creation of New Routes

Where no current rights of way exist, new routes can be established under a Section 38 Highways Act Agreement, subject to landowner consent. If consent is not obtained, Compulsory Purchase may be required. Exact land requirements and alignment will be confirmed later, considering landowner and community needs.

Section 38 is one option, but alternatives include Public Path Creation Agreements or Orders. Governance changes (e.g., new unitary authority) may affect which mechanism applies. If the authority owns the land, Section 38 cannot be used; other legal processes must be considered.

If land outside the highway boundary is needed, acquisition can occur through dedication or Compulsory Purchase Order (CPO) under the Highways Act 1980 (as per LTN 1/20 – Appendix C for detailed legal options.

A summary of the mechanisms, where applicable, is presented below in Table 11.1 for reference.

Mechanism	Description	When Applicable
Section 38 Agreement	Agreement between developer and highway authority to adopt new roads.	When land is not owned by the highway authority.
Public Path Creation Agreement	Agreement under Highways Act to create a public right of way.	When both parties agree, and landowner consent is given.
Public Path Creation Order	Order made by authority to create a public right of way without agreement.	When agreement cannot be reached but route is necessary.
Dedication by Deed or Agreement	Landowner voluntarily dedicates land as highway.	When landowner initiates dedication.
Compulsory Purchase Order (CPO)	Authority acquires land for highway purposes.	When landowner does not consent, and route is essential.

Table 11-1: Summary Table: Mechanisms for New Route Delivery

11.3 Environmental Impact Assessment

As highlighted earlier in this report, the scheme qualifies as a Schedule 2 development under the Town and Country Planning (Environmental Impact Assessment) Regulations 2017. An EIA Screening Assessment would be undertaken to determine whether a statutory Environmental Impact Assessment is required. If so, an EIA Scoping Assessment would follow to identify and exclude topics unlikely to experience significant effects, ensuring a proportionate and focused Environmental Statement (ES) for the planning application.

11.4 Additional Stakeholder and Technical Considerations

A National Heritage Asset, namely a Pill Box structure, is located near the preferred route where it deviates from PROW Broomfield 28 towards the River Chelmer. Given this, National Heritage must be engaged as a key stakeholder.

- Local Institutions: The Belsteads School and Chelmer Clinic should be consulted, as the proposed infrastructure may affect their access arrangements.

- River Chelmer Crossing: A separate study would determine how the River Chelmer can be crossed and integrated into the active travel corridor. Flood plains around the river must be carefully considered, with adequate drainage to keep paths and bridge structures clear of water.

- Topographical Survey: Commissioning a topographical survey is recommended for the next design stage. This would address potential construction challenges near the River Chelmer and confirm the alignment of existing PROWs, as OS mapping may contain inaccuracies.

Early discussions with landowners and key stakeholders are essential to identify potential issues and inform the scope of work required for the planning application.

12. Risk Register

12.1 Risk Register Overview

A Risk Register is a fundamental component of any feasibility assessment. It identifies potential risks that may impact the scheme prior to its commencement, evaluates their likely consequences, and outlines appropriate mitigation measures to reduce the probability and severity of those risks. The table below presents a preliminary list of risks that could affect the scheme. These risks, along with their associated details, would be further developed and refined as the project progresses through the design stages.

Risk	Risk Description	Risk Mitigation	Overall Risk Rating	Top 5 Risk
1	Limited ground information - Without site specific investigation, it's difficult to determine pile sizes for bridge foundations, assess ground contamination, predict embankment settlement, or understand groundwater conditions.	Undertake a comprehensive ground investigation during the preliminary design stage to inform the design.		**Y**
2	Limited ground water information available.	Undertake a comprehensive ground investigation during the preliminary design stage to inform the design.		**N**
3	Groundwater contamination during Ground Investigation and Construction works	Monitoring of the surface watercourses on or close to the scheme to be undertaken to establish baseline conditions prior to works. Protection measures to be developed and deployed prior to construction works beginning.		**N**
4	Ground contamination - Adjacent land users and future site users may be exposed to potentially contaminated soils associated with made ground.	Risks to adjacent site users during construction can be minimised by implement dust control and suppression techniques. Due to the nature of the Scheme as a road construction and bridge, contact with contaminated soils by future site users is unlikely, therefore the risk is minimised.		**N**
5	Waste soil-Soils excavated during proposed works may not be suitable for reuse within the scheme due to potential ground contamination. Disposal offsite may be required.	Assessment of potentially contaminated arisings for reuse within the scheme or suitable off-site disposal, informed by Ground Investigation.		**N**

6	Asbestos in soil - If present may represent a risk from inhalation and consequent risk to Human Health of site personnel.	Contractor to use specialist PPE and all operatives to hold relevant qualifications to assess the presence of Asbestos. Contractors to implement of the necessary precaution in accordance with current standard and best practice to mitigate the risk to site personnel against asbestos.		**N**
7	Ground gases and vapors - Proposed groundworks may mobilise gas from made ground, alluvium and infilled areas. Groundworkers may become exposed to ground gases.	Appropriate PPE and method statements to be in place, with consideration given to ventilation and monitoring of excavations. Groundworks and piling are unlikely to affect the ground gas regime significantly enough to pose a risk to off-site receptors.		**N**
8	Buried UXO-Could result in an explosion, injury and death and damage and additional costs and programme delays	Conduct a preliminary desktop study to assess UXO likelihood. If risk is identified, commission a detailed study with mitigation measures. Share findings with the GI contractor.		**N**
9	Buried Utilities - Presence of a number of buried utilities may need diversion or, as a minimum, consent for the works, which can delay programme and increase costs	Engage early with asset owners to confirm diversion requirements or obtain consent for works near assets. A detailed utilities investigation during preliminary design is recommended to avoid site surprises.		**Y**
10	Preferred design has significant visual effect on sensitive receptors. An EIA may be required if significant effects cannot be mitigated. Mitigation must be demonstrated prior to planning application through the EIA Screening Assessment.	An EIA may be required if significant effects cannot be mitigated. Mitigation must be demonstrated prior to planning application through the EIA Screening Assessment.		**N**
11	Impact of loss of Flood Zone 3 (area at high risk of flooding). Flood compensation measures (e.g. storage areas) may be required.	Flood risk team would undertake flood risk assessment to identify potential loss of flood zone 3 and proposed mitigation measures (compensations storage areas).		**Y**
12	Flood Compensation Storage Area - The Environment Agency may not agree with the proposed flood compensation measures which may be required additional flood risk assessment and modelling.	Early engagement with the EA to advise of proposed mitigation measures to seek early agreement in principle.		**N**

13	Protected Species are affected by proposed scheme. If protected species are affected, mitigation measures would need to be proposed which may impact on the design and have programme/cost implications.	Further ecological appraisal of the site is required and then a review of the potential impact of the preferred design. Depending on outcomes of the ecological appraisal it may require a watching brief during the construction period. Tree clearance may need to be done in advance to avoid nesting bird season.		**N**
14	Loss of trees - CCC Planning Officer may reject planning application because of loss of trees would require compensatory planting.	Design would consider trees to minimise loss, but loss of trees would be inevitable. Compensatory planting as agreed with the planning officer would be required. This may require additional land in close proximity to the scheme to allow for tree planting mitigation		**N**
15	Project is delayed by Archaeological find. This can cause significant delay to the construction stage which can increase costs	A non-intrusive desktop study using historic maps, aerial imagery, and local records should assess archaeological potential. If impacts are likely, a Heritage Statement or Impact Assessment may be required. Minimising excavation depth can help reduce disturbance to below-ground archaeology and nearby heritage assets.		**N**
16	Client may have insufficient funds to construct the scheme	Provide accurate implementation costs. If the scheme exceeds budget, redesign and delays may follow. Early design costs may appear high relative to construction to reduce this risk.		**N**
17	Stakeholders such as cycling and road safety audits could impact on design	This result in numerous iterations to the design and increase the design costs and programme		**Y**
18	Limited construction sequence information, as a result additional land and cost required which could delay scheme design	During preliminary design undertake a buildability review, which determines how path and bridge would be constructed, location of site compound and any temporary access roads are required.		**N**
19	Fabrication lead in time	Need to consider fabrication lead in time for the bridge. As it could delay the construction of the scheme.		**N**

20	Significant objection to planning application, could mean that planning permission is not granted unless scheme is redesigned	Seek pre-application advice from CCC case officer. Keeping relevant councilors involved. Early buy-in of key external stakeholders and seeking informal approval from them prior to application submission. Seeking ongoing feedback from case officer prior to submission.		**N**
21	Number and wording of planning conditions unknown. Numerous or complex planning conditions (particularly pre-commencement conditions) may be placed on planning permission by LPA	Time allowed within programme for this discharge of pre-commencement planning conditions prior to start of works on site. Discharge of remaining conditions may be for contractor to undertake but needs to be factored into costs and programme going forward.		**N**
22	Compulsory Purchase of Land maybe required if landowners do not agree to sell land. This can result adverse publicity, cost overruns, and a lengthy, complex process that may fail to unlock land quickly enough.	Start discussions with landowner earlier and ideally get their agreement to sell the land		**Y**
23	Changes to PROW are not straightforward and can delay scheme	Start discussions with PROW as earlier as possible to avoid delays further down the line		**N**
24	If TROs are required can extend design programme.	Have early discussions with Network Assurance team, to understand all the TROs and "TRO-like" processes are for this scheme. Make sure sufficient time is allowed in the programme for TROs and any objections received.		**N**
25	if scheme is against policy would require a Cabinet Member Approval	Make sure there is adequate time in the programme to allow for CMA if required		**N**

Table 12-1: Risk Register

13. Conclusion and Recommendations

This optioneering study has identified a preferred active travel route between Chelmsford Garden Community (CGC) and Broomfield Hospital that is both practical and strategically aligned with local and national transport objectives. The route has been developed through a rigorous process of site audits, design assessments, stakeholder engagement, and toolkit-based evaluation, ensuring that it meets the needs of a diverse range of users while respecting the environmental and heritage context of the area.

13.1 Overview of the Proposed Route

The preferred alignment begins at Main Road (B1008) in Broomfield and follows Public Right of Way (PROW) Broomfield 28 across open fields. It then connects to a newly proposed pedestrian and cycle bridge over the River Chelmer, before continuing eastward through land owned by Chelmsford City Council and linking with Back Lane and the Essex Regiment Way Sustainable Transport Corridor.

Key features of the proposed route include:

- A new Toucan crossing on Main Road (B1008) to facilitate safe access to the route.
- Upgrades to PROW Broomfield 28, including surfacing, lighting, and drainage improvements.
- Construction of a new pedestrian and cycle bridge over the River Chelmer, designed to meet inclusive mobility standards.
- Integration with CCC-owned land and existing PRoWs to minimise third-party land impacts.
- Connection to Back Lane, with new shared-use paths and crossings to link with the wider active travel network.

This alignment avoids the constraints associated with the northern route, including flood-prone areas, heritage sensitivities at Croxtons Mill, and ecological disruption within Little Waltham Meadows Nature Reserve. It also provides a direct and coherent connection between key destinations, including Broomfield Hospital, Chelmer Valley High School, and the CGC.

13.2 Strategic Importance of the Bridge

The proposed bridge is a critical component of the route, enabling safe and inclusive passage across the River Chelmer. Its location has been carefully selected to avoid heritage assets, overhead utilities, and sensitive riparian habitats. The bridge would feature:

- A 4.0-metre-wide deck suitable for pedestrians, cyclists, and potentially equestrians.
- Approach ramps with a maximum gradient of 1:20, ensuring accessibility for all users.

- Flood resilience, with the soffit level set above the 1-in-100-year flood event threshold, including climate change allowances.
- Lighting and materials selected to balance safety, aesthetics, and ecological protection.

The bridge not only enhances connectivity but also symbolises the commitment to sustainable infrastructure and inclusive design. It would serve as a landmark feature within the corridor and support modal shift away from private car use.

13.3 Recommendations for Next Steps

To progress the scheme from feasibility to delivery, the following actions are recommended:

Preliminary and Detailed Design Development

- Advance the bridge and path designs, including structural calculations, materials specification, and integration with existing infrastructure.

Topographical and Ground Investigations

- Commission surveys to confirm gradients, soil conditions, and PROW alignments.
- Use findings to inform bridge foundations, drainage strategy, and lighting layouts.

Stakeholder Engagement

- Initiate formal discussions with Essex Wildlife Trust, Chelmsford City Council, and affected landowners.
- Engage with local institutions (e.g., Chelmer Clinic, Belsteads School) to address operational concerns.

Land Acquisition and Legal Agreements

- Begin negotiations for land dedication or acquisition, particularly for third-party parcels intersected by the route.
- Prepare statutory orders under the Highways Act and Cycle Tracks Act where required.

Environmental Impact Assessment (EIA)

- Undertake EIA Screening and Scoping to support the planning application.
- Include biodiversity net gain assessments and mitigation strategies for lighting and habitat disruption.

Planning Application Preparation

- Develop a comprehensive submission including concept drawings, environmental statements, and stakeholder endorsements.
- Address flood zone constraints and demonstrate compensatory measures where applicable.

Funding Strategy

- Identify and pursue funding opportunities, including developer contributions, Active Travel England grants, and local authority budgets.
- Prepare business case documentation to support funding bids.

Programme and Delivery Planning

- Establish a phased delivery programme aligned with planning milestones, land acquisition timelines, and funding availability.
- Define roles and responsibilities for construction, maintenance, and long-term stewardship.

Appendix A. Environmental Constraints Plan and Report

Project:	Chelmsford Garden Community to Broomfield Hospital Active Travel Route		
Doc No:	B3553RB4-TR03		
Subject:	Environmental Constraints and Next Steps		
Revision No.	1		
Prepared by:	Sylvia Kwan	**Date:**	23rd October 2025
Checked by:	Una Wheeler	**Date:**	30th October 2025
Reviewed by:	Una Wheeler	**Date:**	30th October 2025
Approved by:	A. Mileham	**Date:**	31st October 2025

1. Introduction

1.1 Purpose of Note

The purpose of the text below is to outline the key environmental constraints for the Proposed Scheme, and the likely assessments needed to support the planning application and inform design and construction.

A planning application is assumed to be the most likely planning route due to the Proposed Scheme consisting of a new active travel route across greenfield land, including a new bridge across the River Chelmer. The Proposed Scheme area is considered to be environmentally sensitive as it includes areas of Nature Reserve, Local Wildlife Site (LoWS), woodland, areas of priority habitat, a Main River, and areas of high fluvial flood risk, with some residential properties and Listed Buildings also nearby. The Proposed Scheme route has been developed to avoid the most environmentally sensitive impacts, such as:

- Routing further away from the nearby Grade II Listed Building (Croxtons Mill) to avoid historical landscape setting impacts.
- Routing away from the narrowest point of the Nature Reserve to avoid unacceptable impacts from severing the Nature Reserve, as advised by the Essex Wildlife Trust.
- Routing away from the root zones of existing trees and areas of woodland to avoid impacts to trees.
- Routing the Proposed Scheme as much as possible outside of high flood risk areas.

Planning application requirements, in accordance with ECC's Planning Validation Requirements, would include a suite of environmental assessments to determine the likely environmental impact of the Scheme, taking into account National and Local Planning Policy. These requirements are likely to include an Extended Phase 1 Habitat Assessment, Landscape Visual Impact Assessment, Lighting Assessment, Arboricultural Impact Assessment, Heritage Assessment and Biodiversity Net Gain (BNG). BNG requirements for the Proposed Scheme would be expected to meet 10% BNG target, and include a 30-year Habitat Management Plan, which can add significant costs and maintenance considerations to the scheme, especially if net gain cannot be achieved on-site and off-site offsetting is required. Other Planning Application requirements would include additional considerations in sustainable design, carbon management, and community engagement.

As the Proposed Scheme would be considered to be a Schedule 2 development under The Town and Country Planning (Environmental Impact Assessment (EIA)) Regulations 2017, an EIA Screening Assessment would be undertaken to confirm whether a statutory EIA is required. If a statutory EIA is determined to be required, then an EIA Scoping Assessment would be prepared to scope out those environmental topics where significant effects are unlikely. These topics can be excluded from the Environmental Statement (ES) for the planning application, ensuring a proportionate approach to the environmental assessment.

The key environmental assessments and studies anticipated to be required include:

Flood Risk Assessment

- To demonstrate that the design and construction of the new bridge would not cause adverse effects on flood risk and water quality to the surrounding area and downstream.

- Consultation with the Environment Agency (EA) on flood risk and the Lead Local Flood Authority (LLFA) on the drainage strategy would be critical to this scheme. The EA is unlikely to accept any land raising caused by the new path within Flood Zone 3 areas.

- The need to undertake hydraulic modelling would be expected, considering off-site impact and overland flow routing. The modelling would be required to demonstrate no increase in flood risk in a 1 in 100 flood event, plus an allowance for Climate Change. Modelling could take between 6 months to a year and add significant costs to the project.

- The height of the proposed bridge would need to consider modelled water levels, not just historic river data, and it is likely that compensatory storage for any loss of floodplain would be required as part of the design.

- Permits for working in/near water would need to be sought prior to construction, so early consideration to the construction methodology would be required, including constraints around times of the year for when work can be undertaken. During construction, there would be risk of works being postponed at short notice due to flood warnings.

Phase 1 Habitat and Ecological Impact Assessment (including surveys)

- To determine the presence of protected species in the area and to develop appropriate mitigation strategies, which could have implications both for the design and on the construction methods/programme. For example, construction restrictions of the bridge at certain times of the year to protect reproductive/spawning seasons is likely.

- The ecological surveys would confirm the presence of protected species and inform design constraints. For example, it is likely that bats are currently utilising this area and this would need to be considered within the lighting design, such as no lighting directed towards the river and woodland areas (light spill control measures (e.g. cowls/backshields) to be included in design), and lighting columns no higher than 5m (more columns maybe required to achieve the required lighting level).

- Surveys would also inform the BNG approach and confirm any additional areas of land required to be included within the Planning red line boundary to meet BNG requirements.

- Consultation with the Essex Wildlife Trust would be critical to understand any design and maintenance constraints within the Nature Reserve and LoWS areas.

- Any bridge design that would sever riverbank habitats is unlikely to be approved for development, so a longer bridge design that wouldn't affect riverbanks should be explored. Any loss of habitats (including riverside habitats) would be subject to 10% BNG

compensation and habitat management. Compensation for impacts on watercourses can be difficult to achieve, and off-site compensation may be required.

Arboricultural Impact Assessment and Method Statement

- To assess potential impacts of the Proposed Scheme, which runs in close proximity to existing trees and woodland areas (some with Tree Preservation Orders (TPOs)), to determine suitable protection measures and construction methodologies to support the retention of trees.

Landscape, Heritage and Land Quality Assessments

- The existing environment contributes to the rural character setting of Croxtons Mill Listed Building. Any new lighting, signage, surfacing, and particularly the bridge itself, would adversely affect the existing rural character. The bridge design would need to balance contrasting factors against each other to reduce overall environmental impact, for example, how the height, width, and length would affect views, flood risk, and biodiversity.

- The selection of materials and the impact of lighting and lighting columns would be a key consideration when assessing the impact on landscape character and carbon baseline, in addition to other factors such as structural/ground conditions and the location of utilities.

- At the western end of the scheme where a new Toucan crossing is proposed, new mitigation planting may be required to screen existing residents from views of the proposed new lights and signals.

- Below ground assessments to determine the potential for any contaminated land or potential for archaeological remains within the Proposed Scheme area would be required, with the presence of either potentially affecting the scheme's programme and cost.

Air Quality, Noise and Vibration Assessments

- There is opportunity at the Scoping Stage to scope out these topics from further (operational) assessment within the ES, if screening assessments can demonstrate that the Proposed Scheme would not have any significant adverse effects on air quality, noise and vibration. The assessments would include consideration of the effect of traffic 'stop-and-start' at the two proposed new crossings at either end of the scheme on the wider local traffic network.

Appendix A

Environmental Constraints Plan

N

Notes
1. Do not scale

Legend

- Proposed Route
- 500m Buffer
- 300m Buffer
- Green Wedge
- Essex Wildlife Trust Nature Reserve
- Local Wildlife Site
- Tree Preservation Order – Tree Groups
- Tree Preservation Order – Individual Trees
- Deciduous Woodland Priority Habitat
- Traditional Orchard Priority Habitat
- Coastal and Floodplain Grazing Marsh Priority Habitat
- Pond
- Watercourse
- High Risk of Fluvial Flooding
- High Risk of Surface Water Flooding
- Grade II* Listed Building
- Grade II Listed Building
- Noise Important Area
- Public Rights of Way (PRoW)
- Essex Cycle Network

Rev.	Date	Description of revision	Drawn	Checked	Review'd	Approv'd
01	09/25	For information	MCh	PZ	DC	SK

DRAWING STATUS
FOR INFORMATION

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Chelmsford, CM1 1QH.
Tel: 0345 6037631
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SCHEME TITLE
CHELMSFORD GARDEN COMMUNITY AND BROOMFIELD (ACTIVE TRAVEL CORRIDOR)

DRAWING TITLE
ENVIRONMENTAL CONSTRAINTS PLAN

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
MCh	MCh	PZ	DC	SK
DATE	DATE	DATE	DATE	DATE
SEP25	SEP25	SEP25	SEP25	SEP25

DRAWING UNITS U.N.O.
DIMENSIONS IN MILLIMETRES
LEVELS IN METRES

SCALE AT A3 (420x297 mm)
1:6,500

REV.
01

RINGWAY JACOBS
integrated expertise

Essex County Council

0 250 500 Meters

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File Location \\gblon0vs01\GISProj\EssexCC_Projects_new_2023\028_B3553RB4_ChelmsfordGC&BroomfieldArcGIS\001_EnvironmentalConstraintsPlan\B3553RB4_ChelmsfordGardenCommunity_EnvConstPlan_V3.aprx Last Saved by URODAG on Wednesday, September 3, 2025 Printed By URODAG on Wednesday, September 3, 2025

Appendix B. Bridge Elevation Drawings

Project:	Chelmsford Garden Community to Broomfield Hospital Active Travel Route		
Doc No:	B3553RB4-TR02		
Subject:	River Chelmer Bridge Options Review		
Revision No.	1		
Prepared by:	Githika Peddisetti	**Date:**	10th July 2025
Checked by:	Tom Lambert	**Date:**	14th July 2025
Reviewed by:	A. Mileham	**Date:**	18th July 2025
Approved by:	C.Hill	**Date:**	18th July 2025

1. Introduction

1.1 Purpose of Note

Essex County Council (ECC), in collaboration with Chelmsford City Council (CCC), has commissioned Essex Highways to undertake an optioneering study to explore potential active travel connections between Chelmsford Garden Community (CGC) and Broomfield Hospital.

This initiative aligns with CCC's strategic ambition to promote sustainable transport and improve walking and cycling infrastructure, as outlined in the CGC Stage 1 Masterplan. Building on previous feasibility work, the study seeks to identify a preferred route that is practical to deliver, environmentally considerate, and compliant with national design standards.

A central feature of the proposed route is a new pedestrian and cycle bridge over the River Chelmer. This report evaluates potential crossing locations to determine the most suitable site for a shared-use bridge accommodating pedestrians, cyclists, and equestrians.

2. Bridge Location Assessment

Potential locations for the proposed pedestrian, cyclist, and equestrian bridge over the River Chelmer have been identified and will be assessed using topographical survey data, supplemented by Statutory Undertakers' returns, flood risk mapping, and ecological constraints. The area under consideration is illustrated in Figure 1.1.

Each candidate location is described in detail in Section 3.1 of this technical note. The assessment considers the overall footprint of the structure, including approach ramps, and evaluates potential conflicts with existing site features, utilities, and other construction-related risks.

To ensure cost-efficiency and minimise environmental impact, the study prioritises options that reduce the structural span and overall footprint of the bridge. Avoiding areas with buried or overhead utilities is a key consideration, helping to mitigate the risk of costly diversions and clashes with live services.

Given the site's designation as a Main River and its location within an environmentally sensitive area, particular attention is paid to flood risk and the potential impact on local biodiversity. Additional risks associated with construction, operation, and long-term maintenance are also considered to inform the optimal bridge location.

While detailed cost estimates, carbon impact assessments, and structural form evaluations fall outside the scope of this options review, these factors are not expected to significantly influence the selection of the preferred location.

The recommended bridge location will be confirmed in Section 4, along with an outline of the next steps in the design development process.

Figure 1.1 : Area Considered for Bridge Location

3. Site Information

3.1 Location Details

The study area is located in Little Waltham, Chelmsford, Essex, with the River Chelmer forming a prominent natural feature within the site boundary. In this location, the river bifurcates into two distinct channels the Main Channel and the Spur Channel which run parallel for approximately 200 metres before converging again to the south. This hydrological configuration presents both opportunities and constraints for potential crossing solutions.

The site is situated within a predominantly rural landscape and falls within Flood Zone 3, as defined by the Environment Agency, indicating a high probability of fluvial flooding. This designation necessitates careful consideration of flood risk mitigation and resilience in any proposed infrastructure.

Geotechnical data from the British Geological Survey indicates that the underlying ground conditions consist primarily of clay, silt, sand, and gravel. These soil types will influence foundation design and construction methodology, particularly in relation to bridge abutments and approach ramps.

Existing public rights of way are present on both sides of the River Chelmer, providing a baseline level of pedestrian connectivity. Additionally, a byway is located in proximity to Croxton's Mill, offering potential integration with wider active travel networks (see Figure 2.1 overleaf).

A preliminary review of online survey data suggests the presence of flood defence infrastructure upstream along the River Chelmer. Key assets include a sluice system and a weir, accompanied by an adjacent pond, as illustrated in Figure 2.2. These features may influence hydraulic modelling and the design of any proposed crossing structure.

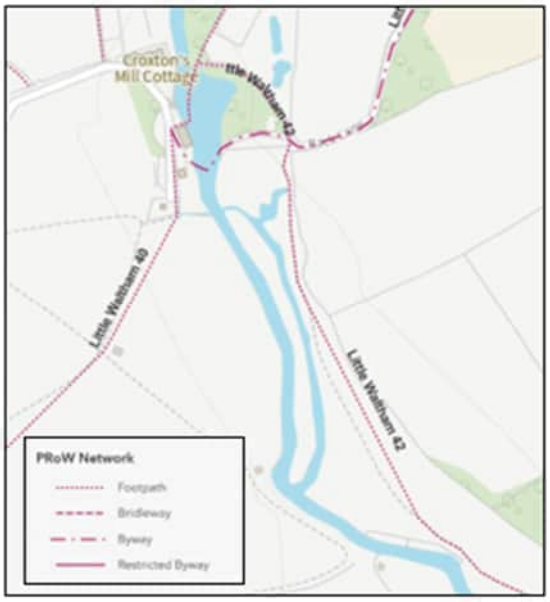


Figure 2.1: Public Rights of Way Routes

Figure 2.2 : Flood Defence Features

3.2 Key Stakeholders

The following stakeholders have been identified;

Stakeholder	Relevance / Requirement
Colchester City Council	Client specifying usage requirements (shared path with cyclists, pedestrians and equestrians)
Environment Agency	Flood Risk and Ecology Impact Assessment
Essex Highways	Technical Approval Authority, with the design carried out in accordance with the DMRB
Anglian Water	Surface Sewer outfall at South end of where River splits into Main and Spur Channel
UK Power Networks (UKPN)	Overhead cables on west bank of River, south of where River splits into Main and Spur Channel

Table 3.1 : Key Stakeholders

3.3 Existing Surveys

Current relevant site surveys available to us include:

Site Surveys	Issue Date
Drone Survey (Topographical Survey)	17 June 2025
Statutory Undertaker Returns (C2 Utility Surveys)	22 April 2025
Ecology Maps	May 2025
Flood risk assessment data (Environment Agency)	8 April 2025

Table 3.1 : Available Site Surveys

Data from the Ecology Maps indicate the site is at High Risk for both fluvial and surface water flooding. The eastern bank of the River Chelmer features a designated coastal and floodplain grazing marsh priority habitat, forming part of the Essex Wildlife Trust Nature Reserve and is recognised as a Local Wildlife Site. Additionally, the landscape on either side of the river comprises green wedges.

Four flood scenarios have been provided by the Environment Agency, with the river considered as either defended or undefended, both of which then include climate change allowances. The data originates from the Upper Chelmer 2019 model, with all flood levels given in metres above ordnance datum.

It should be noted that the flooding scenarios do not include for:

- drainage where rainfall has led to surface water ponding or overland runoff.
- artificial, water-bearing sewer, water supply and wastewater treatment pipelines.

4. Bridge Option Review

4.1 Bridge Design Requirements

The design requirements for the structure will be governed by the "Design Manual for Roads and Bridges" (DMRB), with additional guidance drawn from LTN 1/20 "Cycle Infrastructure Design". Key dimensional parameters for the proposed structure are summarised in Table 4.1 and visually represented in Figures 4.1 and 4.2.

A more detailed cross-sectional design drawing is provided in Appendix A of this technical note.

Requirement	Requirement	Comment / Reference
Clear Width	4 – 5.5 metres	Shared-use path (with Pedestrians, Cyclists and Equestrians) In accordance with CD 353, Cl. 11.7 *Note: LTN 1/20, Cl. 10.8.12 requires 3 metres useable width, 0.5 metres clearance on both sides.*
Maximum Path Gradient	1:20 on all approaches	In accordance with CD 353, Cl. 5.8 & LTN 1/20, Table 5-8
Minimum Set Back from Riverbanks	5m	Clear set back from the top of each riverbank (as requested by the EA)
Flood Scenario	Defended – Flood Risk 1%AEP (+65%)*	1 in 100-year Flood (with 65% variation for Climate Change)
Foundations	Reinforced Concrete Piles	Assumed pending further Ground Investigation

Note : * It is assumed the design must account for flooding during a 1%AEP (+65%) event with flood defences in place. The selected area is in flood zone 3, meaning the area is at risk of flooding for an undefended flood event with a 1% or greater probability of occurring in any year for fluvial (river) flooding.

Table 4.1 : Bridge Design Requirements

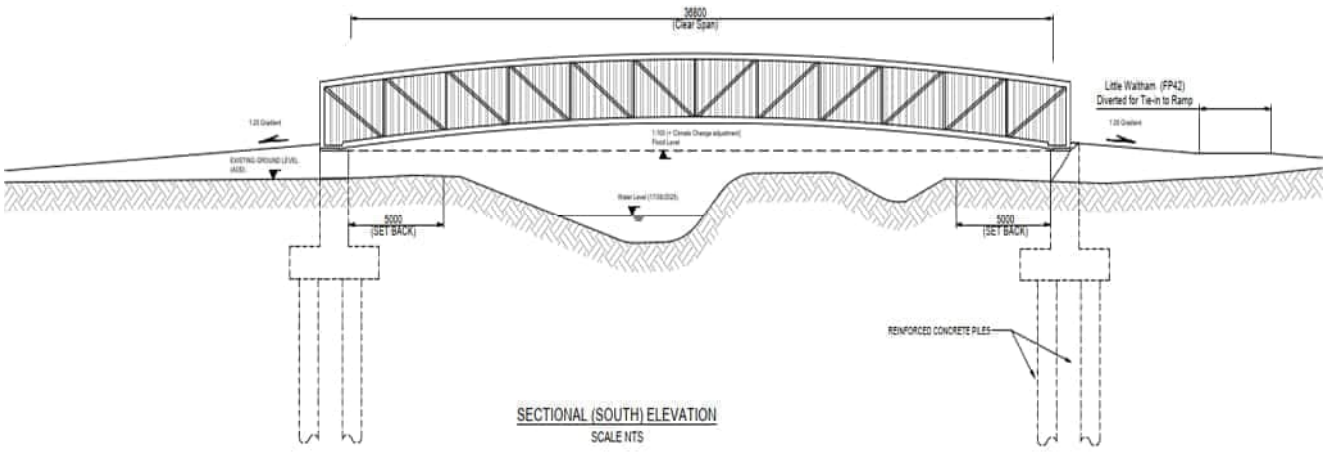


Figure 3.1: Indicative Bridge Elevation (South)

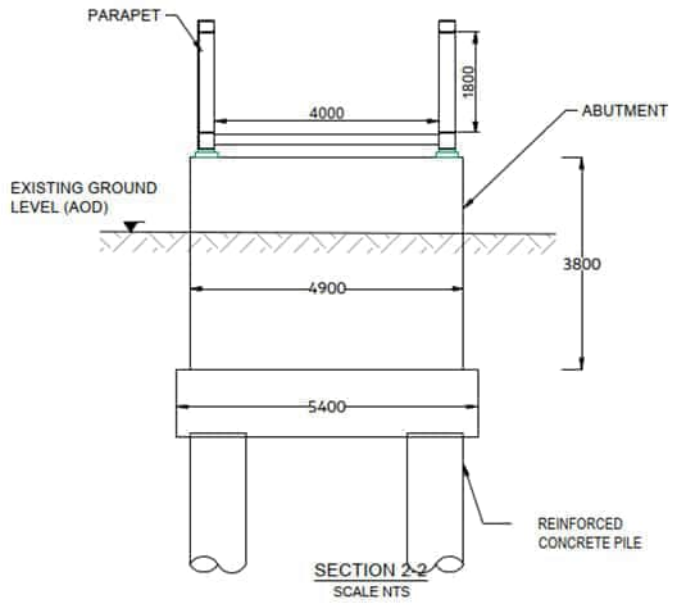


Figure 4.2: Indicative Bridge Cross Section

4.2 Bridge Location Proposals: Overview and Rationale

A series of proposed suitable locations for the bridge, based on the information previously referenced within this technical note, are shown below in Figure 4.3.

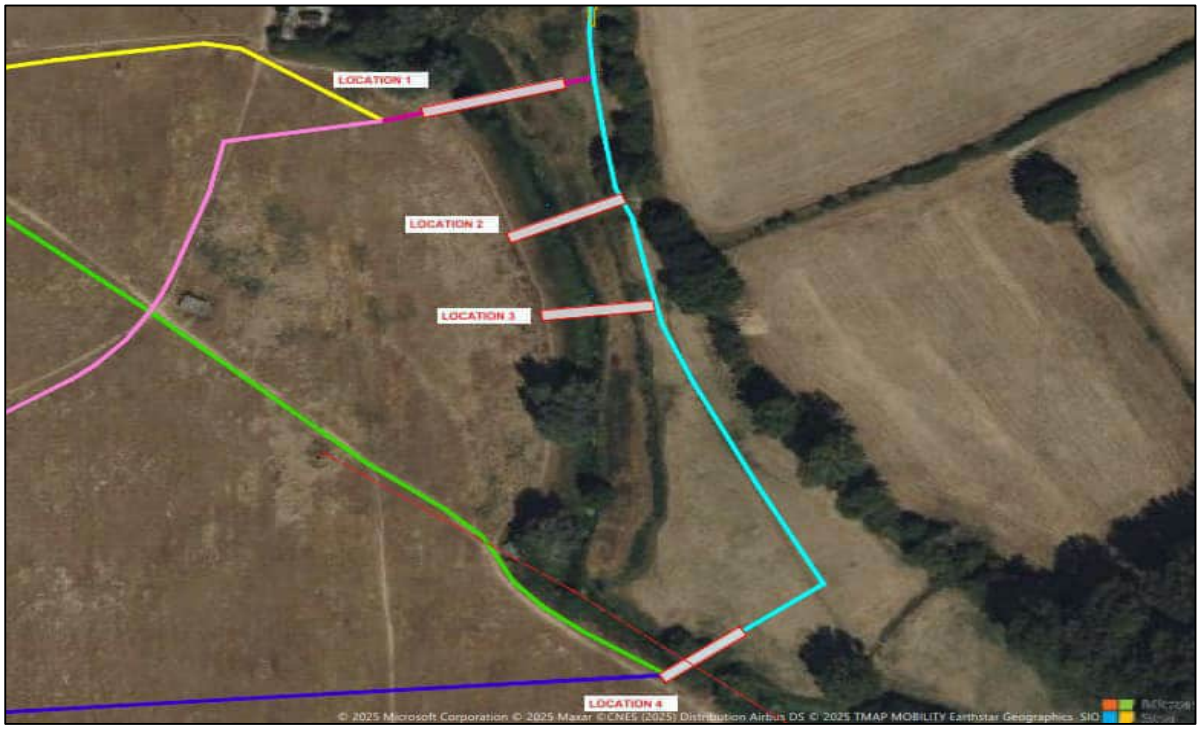


Figure 4.3: Proposed Bridge Locations

4.2.1 Proposed Bridge Design Location 1

Location 1 proposes a crossing point with a span of 47.7 metres and was featured on the proposed desire line for the active travel corridor. This span is the longest among all options considered and clashes with dense vegetation on the west bank.

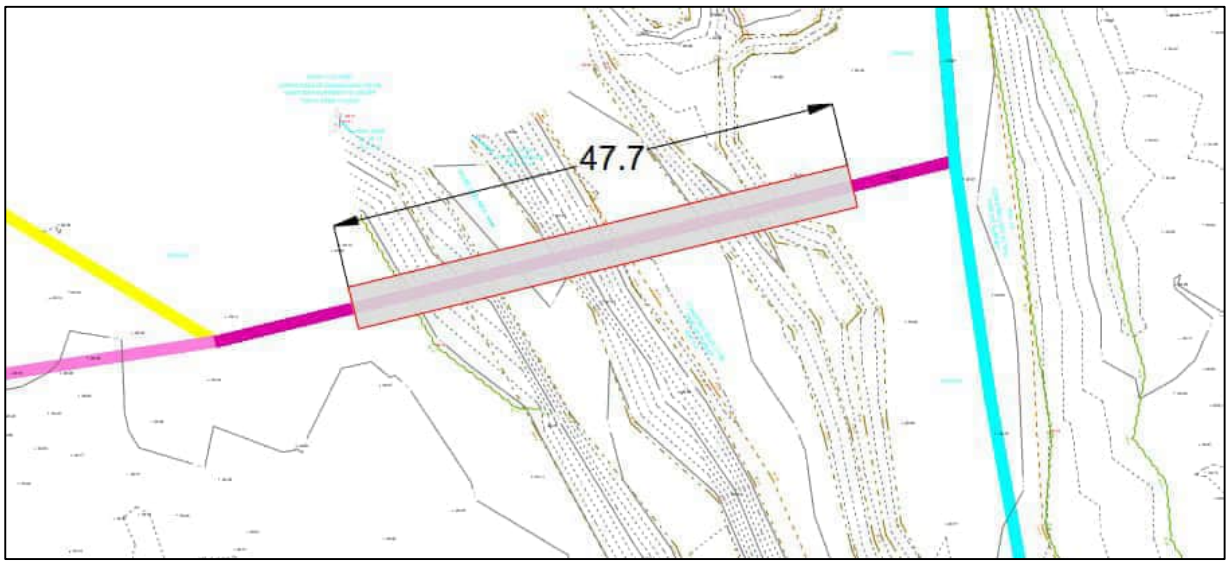


Figure 4.4 : Proposed Bridge Location 1

Feature	Details
Grid-Reference Location	TL 71182 11445
Flood Level (1% AEP (+65%))	29.97 mAOD
Existing Ground Level	29.02 metres
Soffit Rise	0.95 metres
Length of Approach Embankment	19.00 metres

Table 1.2 Design Features for Bridge Location 1

4.2.2 Proposed Bridge Design Location 2

Location 2 is situated south of Location 1 and proposes a crossing with a span of 40.4 metres.

A significant reduction of the total span may be possible by utilising an existing infill crossing of the Spur Channel, which appears to be culverted. This location appears to be used as an access point and additional value may be possible by upgrading this section to a formal crossing point.

Figure 4.5 : Proposed Bridge Location 2

Feature	Data
Grid Reference Location	TL 71207 11397
Flood Level (1% AEP (+65%))	29.89 mAOD
Existing Ground Level	29.01 metres
Soffit Rise	0.88 metres
Length of Approach Embankment	17.60 metres

Table 4.3: Design Features for Bridge Location 2

4.2.3 Proposed Bridge Design Location 3

Location 3 lies south of Location 1 and 2 and north of Location 4. It proposes a crossing point with a span of 36.8 metres and was investigated as an attempt to minimise the span in comparison to the proposed bridge Locations of 1 and 4.

Figure 4.6 : Proposed Bridge Location 3

Feature	Data
Grid Reference Location	TL 71222 11350
Flood Level (1% AEP (+65%))	29.85 mAOD
Existing Ground Level	28.80 metres
Soffit Rise	1.05 metres
Length of Approach Embankment	21.00 metres

Table 4.4 : Design Features for Bridge Location 3

4.2.4 Proposed Bridge Design Location 4

Location 4 proposes a crossing point with a span of 32.1 metres and was featured on a proposed desire line for the active travel corridor. Whilst this span is the shortest among all options considered, its viability may be significantly compromised due to the presence of overhead UKPN power cables, which restrict available headroom. Neighbouring trees may also be affected by this option.

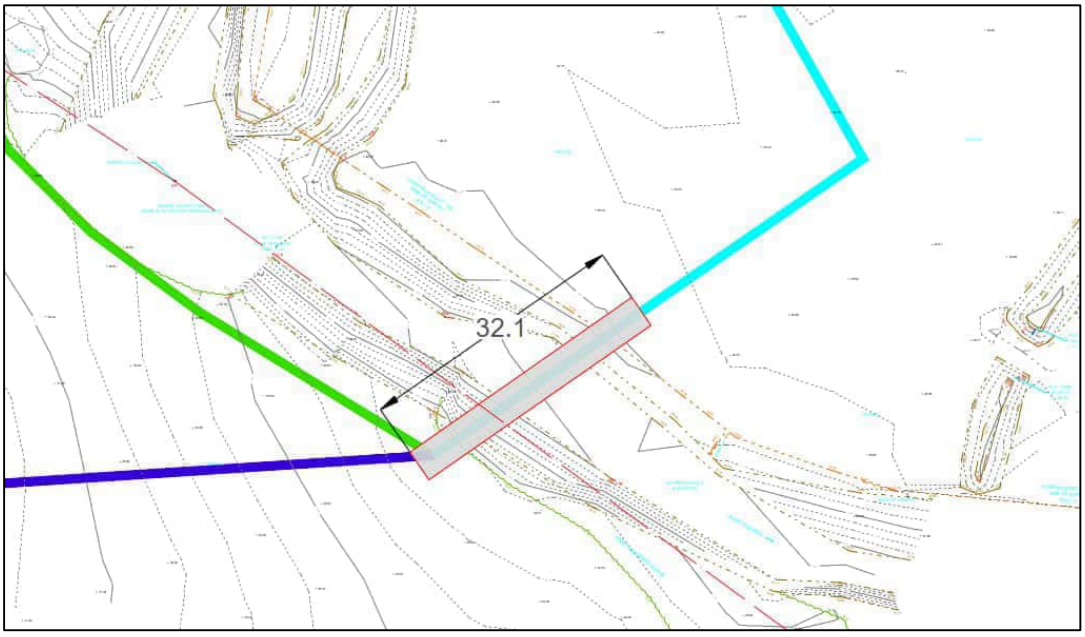


Figure 4.7 : Proposed Bridge Location 4

Feature	Details
Grid Reference Location	TL 71245 11233
Flood Level (1% AEP (+65%))	29.70 mAOD
Existing Ground Level	29.30 metres
Soffit Rise	0.40 metres
Length of Approach Embankment	8 metres

Table 4.5: Design Features for Bridge Location 4

5. Conclusion

Location 3 has been identified as the preferred site for the proposed bridge crossing, offering a span of 25.9 metres. This location was selected due to its minimal physical constraints specifically, the absence of mature trees, statutory undertakers' apparatus, and other obstructions making it more straightforward from both a construction and planning perspective. Additionally, it provides one of the shorter viable spans, contributing to structural efficiency and cost-effectiveness.

While Location 4 presented the shortest span overall, it was ultimately discounted due to complications arising from the presence of overhead utility cables in close proximity to the proposed alignment. These constraints introduced significant design and safety challenges that outweighed the benefits of the reduced span.

5.1 Recommendations and Next Steps

Following a comprehensive review of potential crossing locations, Location 3 has emerged as the preferred option for further design development. It is recommended that progression toward a detailed design for a bridge crossing at Location 3 be undertaken.

The proposed structure is anticipated to be classified as a Category II bridge in accordance with CG 300, Clause 3.8, and may be subject to the Technical Approval (TA) process, pending confirmation and agreement with the relevant approving authorities.

To support the design development and proactively manage project risks, the following investigations and stakeholder activities are recommended as part of the next phase:

5.1.1 Stakeholder Engagement

Initiate early dialogue with statutory authorities, landowners, and user groups to confirm regulatory requirements, operational needs, and aesthetic preferences. Refer to Table 1 for a list of key stakeholders.

5.1.2 Underground Utility Survey (GPR)

Commission a Ground Penetrating Radar (GPR) survey to accurately identify and map any buried services that may influence design and construction feasibility.

5.1.3 Topographical Survey

Undertake a high-resolution topographical survey focused on the proposed crossing location to inform geometric design and ensure spatial accuracy.

5.1.4 Ground Investigation

Conduct geotechnical investigations to determine soil composition, bearing capacity, and groundwater conditions, which are critical for foundation design and structural integrity.

5.1.5 Ecology Survey and Impact Assessment

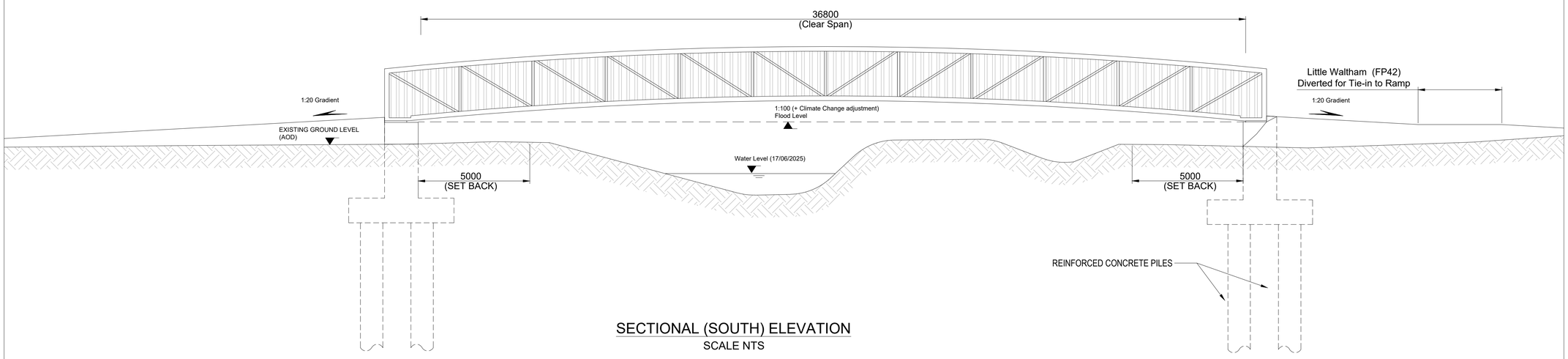
Assess the ecological baseline to identify protected species or habitats. Develop mitigation strategies to minimise environmental impacts and ensure compliance with relevant legislation.

5.1.6 Flood Risk Assessment

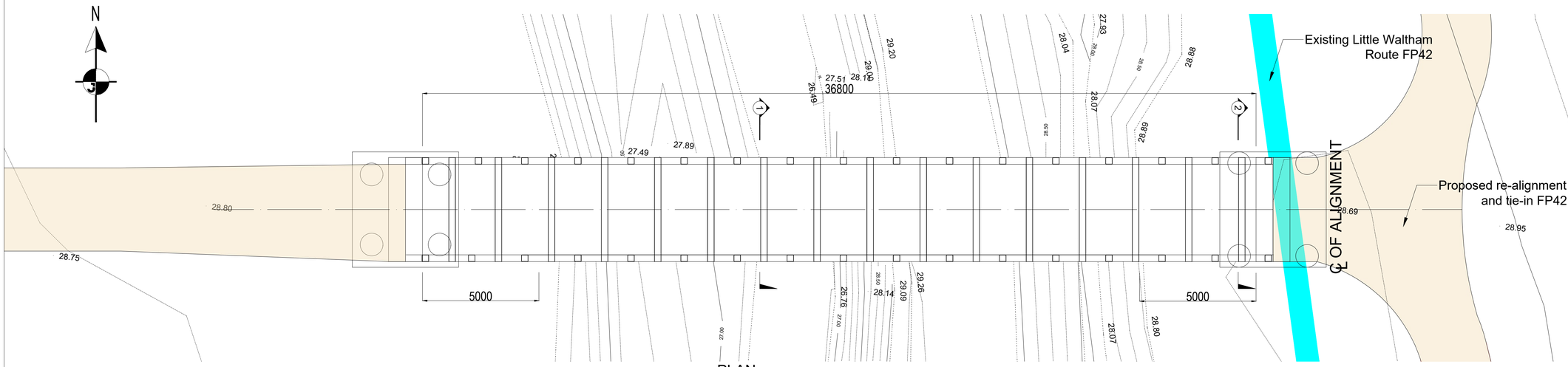
Evaluate the potential impact of the proposed structure on local flood dynamics. This will inform design decisions and ensure resilience against extreme weather events.

Appendix A

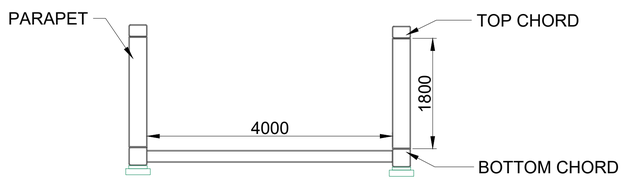
Detailed Cross-sectional Bridge Design



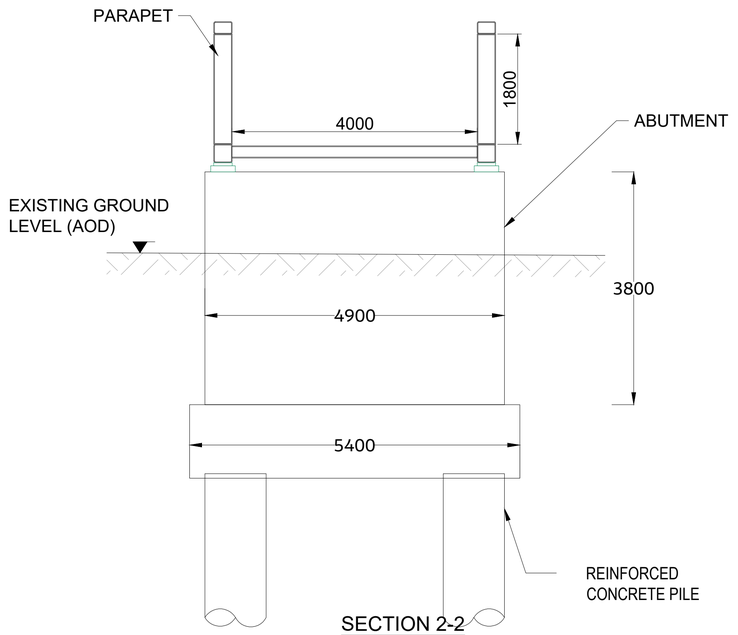
SECTIONAL (SOUTH) ELEVATION
SCALE NTS



PLAN
SCALE NTS



SECTION 1-1
SCALE NTS



SECTION 2-2
SCALE NTS

NOTES

1. The survey has been accurately positioned on the Ordnance Survey National Grid system using GNSS observations to the OS Active Network and the latest Ordnance Survey transformation (OSTN15/OSGM15).

2. All levels relate to Ordnance Survey Datum (Newlyn). Vertical control has been established using GNSS observations to the OS Active Network and the latest Ordnance Survey transformation (OSTN15/OSGM15).

3. True scale is shown and indicated by grid marks at 20m intervals.

4. Digital drawing is 3D AutoCAD .dwg file.

5. This model is a combination of survey detail captured by GNSS and UAS LiDAR technologies. Layer prefix UAS indicates data origin of the latter.

6. Topographical survey features which have been extracted from UAS point cloud data have a relative accuracy of 50mm.

Rev.	Date	Description of revision	Drawn	Checked	Review'd	Approv'd

DRAWING STATUS

Essex Highways

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© Essex County Council

SCHEME TITLE

CHELMSFORD GARDEN COMMUNITY TO BROOMFIELD HOSPITAL ACTIVE TRAVEL ROUTE

DRAWING TITLE

SHARED USE BRIDGE OPTION

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
TL	LS	TL	AM	
DATE 22/10/2025	DATE 22/10/2025	DATE 22/10/25	DATE	DATE

STATUS CODE:	PROJECT STAGE:	
CONCEPT		
DRAWING UNITS U.N.O. DIMENSIONS IN MILLIMETRES LEVELS IN METRES	SCALE AT A1 (841X594mm) N.T.S.	REV. **P03**

DRAWING No.

B3553RB4-JAC-SBR-SD-XX-DR-CB-001

RINGWAY JACOBS integrated expertise

Essex County Council

Appendix C. Landownership Plan

EX419304

EX553669

AA3030

EX552443

AA62360

AA30154

AA32381

AA79121

EX897754

EX897753

EX874470

EX837833

EX568540

EX443084

EX|Little Waltham|28

EX|Little Waltham|31

EX|Little Waltham|40

EX|Little Waltham|41

EX|Little Waltham|51

EX|Little Waltham|42

EX|Broomfield|28

BACK LANE

BLASFORD HILL

EAGLE WAY

ESSEX REGIMENT WAY

Rolphs Cottages

Tudor Cottage

Thorleys Maltings

Thorley's Farm

Fishing Lake

Water

Pond

Thorleys Cottage

Glenmore

Pantiles

Old Beer House

Laburnum Cottage

The Laburnums

Well House Cottages

Thorleys Barn

Henleys Cottage

Broadfield

Orchard Cottage

Deep Dene

Mill View

Croxtons Mill Cottage

Croxtons Mill

Ponds

Path (um)

Sluice

Weir

River Ter

Pumping Station

Little Belsteads

Spring

Shalom Barn

The Belsteads School

Pratt's Cottages

Quighire

Springs

Former Blenheim Cottage

Pump House

Ed Bdy

Glenroy House

Sparrows

Linton House

Marsh Cotts

The Chase Barn

Shelter

Telephone Kiosk

Tracks

Def

Issues

FB

Sluice

Weir

Pond

Ponds

Springs

Path (um)

Trod

Def

Lvd

Fence

Hedge

Ditch

Sewage Pumping Station

Filling Station

Hippins

Essex Highways

Essex Highways, Seax House, Victoria Road South, Chelmsford, CM1 1QH.
Tel: 0345 6037631

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Key

- Highway Boundary
- Public Right of Way

Proposed Route

- Paved Shared Use Path
- Earthworks
- Proposed Pedestrian and Cycle Bridge
- Lighting Columns
- Tactile Paving - Crossing
- Proposed Footway
- 1m Drainage Offset

Landownership

- Landowner 1
- Landowner 2
- Chelmsford City Council
- Landowner 4
- Landowner 5
- Essex County Council
- Essex Wildlife Trust Limited
- Landowner 8
- Landowner 9
- Landowner 10
- Landowner 11
- Landowner 12
- Landowner 13
- Unregistered Land

Landowner 4 - Titles

- EX879558
- EX879845

0 30 60 90 120

Metres

Rev	Rev. Date	Purpose of revision	Drawn	Check'd	Rev'd	Appr'd
P03	28/08/2025	NEW ROUTE	RJ	ME	ME	AM
P02	29/07/2025	ADDITIONAL SCOPE	RJ	ME	ME	AM
P01	28/05/2025	FOR INFORMATION	RJ	ME	ME	AM

SCHEME TITLE

CHELMSFORD GARDEN COMMUNITY AND BROOMFIELD (ACTIVE TRAVEL CORRIDOR)

DRAWING TITLE

COMPOSITE LANDOWNERSHIP PLAN WITH PROPOSED ROUTE

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
MCh	RJ	ME	ME	AM
DATE	DATE	DATE	DATE	DATE
AUG 25	AUG 25	AUG 25	AUG 25	AUG 25

SCALE (AT A3): 1:3,000 — DO NOT SCALE

DRAWING No.: B3553RB4-Composite-Landownership-Plan — REV.: P03

RINGWAY JACOBS integrated expertise

Essex County Council

Appendix D. ATE Toolkit Assessments

Project:	Chelmsford Garden Community to Broomfield Hospital Active Travel Route		
Doc No:	B3553RB4-TR01		
Subject:	Active Travel England Toolkit – Route Option Appraisal		
Revision No.	1		
Prepared by:	D.Miles	**Date:**	13th May 2025
Checked by:	A. Mileham	**Date:**	15th May 2025
Reviewed by:	A. Mileham	**Date:**	15th May 2025
Approved by:	C.Hill	**Date:**	17th May 2025

1. Introduction

1.1 Purpose of Note

Essex Highways (EH) have been commissioned by Chelmsford City Council (CCC) to appraise three potential routes aimed at enhancing active travel infrastructure from the western edge of the new Garden Community (CGC). These opportunities were identified in the CGC Stage 1 Masterplan, which comprises the Development Framework Document (DFD), Infrastructure Delivery Plan (IDP), and Planning Framework Agreement (PFA). The DFD has been approved by CCC's Policy Board, subject to agreement of the IDP and PFA.

2. Study Area

The IDP currently identified three routes, as illustrated below within Figure 2 1.

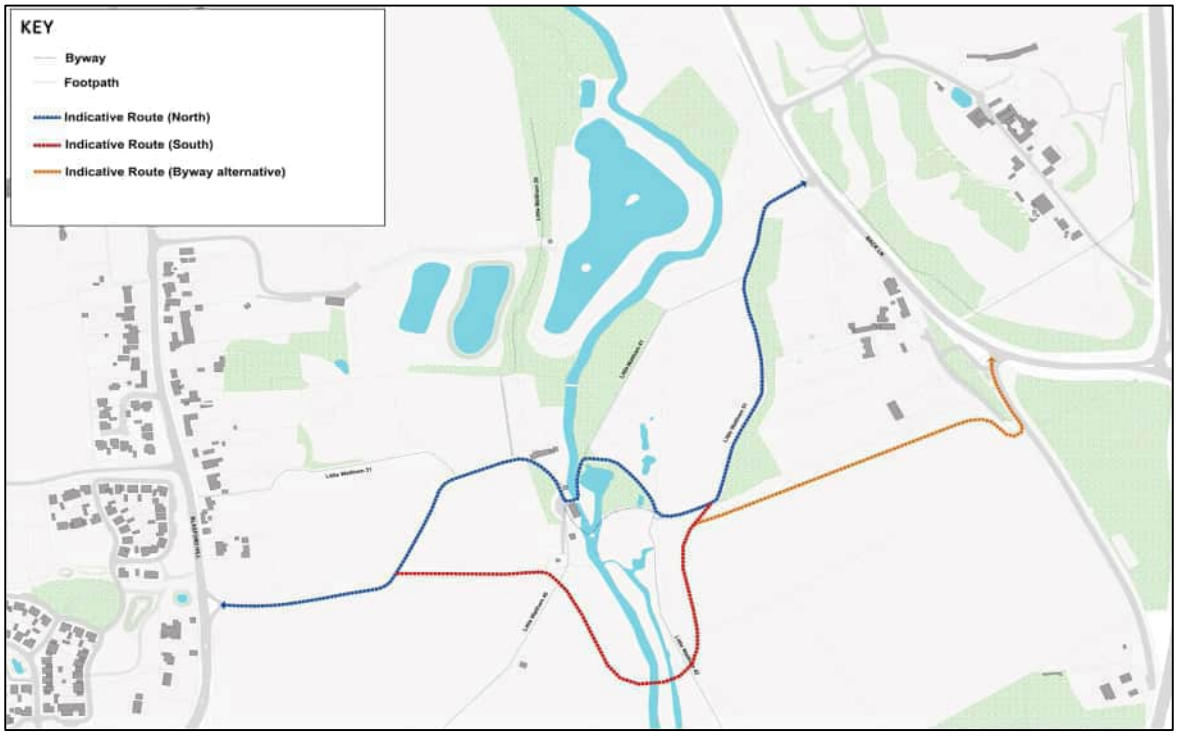


Figure 2.1: Proposed Indicative Routes

- Indicative Route North (Blue Line) - This route would use Back Lane and the existing byway on the east side of the river and then connect with the existing highway to the west via Croxtons Mill.

- Indicative Route South (Red Line) - This route would use Back Lane and the Byway on the east side of the river but provide a new section of route crossing the river to the south. The route would extend via 3rd Party Lane before connecting to the Highway west of Croxtons Mill.

- Indicative Route Byway Alternative (Orange Line) - An alternative option is to use more 3rd party land to the east. This could be combined with either option 1 or 2.

As part of the original design brief, CCC also confirmed that alternatives or variations to the route may also be suggested within the study corridor.

The design brief also notes that, all route options should also include an assessment of required improvements to Back Lane and routes to the proposed footway/cycle bridge and crossing on Essex Regiment Way and identify required improvements between Croxtons Mill Lane and Hospital Approach in Broomfield.

As the brief itself alludes to, the area is subject to various constraints and characteristics, particularly regarding the landscape, ecology, and heritage sensitivities, with the proposed location of a footway/cycle bridge crossing over the River Chelmer being exceptionally changing, all of which will form part of our main study.

However, for a first step, it is essential to conduct a thorough review of the walking and cycling routes that have been proposed. This review will use established assessment practices, including LTN 1/20 and the Active Travel England (ATE) Route Check tool, to critically evaluate the three potential route options. By employing the design principles of the National Cycle Network (NCN) as well we can identify and refine a preferred route that effectively meets the needs of all users. This proactive approach will ensure a safer and more appealing environment for walking and cycling between CGC to Broomfield.

3. Auditing Cycle Routes

3.1 Active Travel England (ATE) Route Check Tool

As part of the review process the design team have utilised the Active Travel England (ATE) Route Check tool to analyse the indicative routes. This chapter provides an overview of the Route Check tool and outlines why and how it has been used in this study.

The ATE Route Check tool is a 'scheme review' tool used for assessing the quality of linear street or path schemes, in either an urban or rural context. It includes metrics to score against under the safety, accessibility, comfort, directness, attractiveness and cohesion categories.

It is similar to the Cycling Level of Service (CLoS) tool from Local Transport Note (LTN) 1/20 and includes the same set of categories (which are based on the key active travel principles set out in LTN 1/20) and many of the same metrics to score against within those categories. However, the Route Check tool also includes metrics to score against relating to the user experience of people walking and wheeling, instead of focusing solely on cyclists. It is for this reason that the Route Check tool has been selected to use in this assessment over the CLoS from LTN 1/20, as this study aims to provide both walking and cycling improvements.

The main purpose of the Route Check tool is not to pass or fail schemes, but rather to provide reminders of key active travel policies, promote best practice and to prompt discussions about design solutions. It is intended to be used throughout the design process, from feasibility through to detailed design and final business case. This allows for critical issues and policy conflicts to be identified early at the feasibility stage, so they can be discussed and designed out in later stages of design.

3.2 LTN 1/20 Design Standards

LTN 1/20 provides the current guidelines for designing and assessing cycle infrastructure. Any cycle scheme would have to comply with LTN1/20 if it is seeking funding from the Department for Transport.

As the majority of the three routes proposed are located off-road, the LTN 1/20 in Rural Routes guidance has been used going forward.

The guidance on widths for rural routes is given in Table 6-3, which states that for routes carrying less than 300 pedestrians per hour and less than 300 cyclists per hour the recommended minimum width is 3m.

Paths also have to be kept well clear of hedges, which could be another 2m, so with a 3m wide path that means that at least 6.5m of highway verge space would be needed to construct a new path. Space for horse riders is extra, so that could easily add up to a need for a 10m strip of land or more.

In terms of gradients for active travel routes, while not always possible to avoid it is an important factor when designing new active travel routes. Avoiding steep gradients will make routes more comfortable and will encourage people to walk, wheel and cycle. Hence the directness of routes may need to be balanced with avoiding steep gradients, hence preliminary checks will be undertaken using Lidar data.

Excessive crossfall (including for drainage) exceeding 2.5% can cause a bicycle wheel to slide and can cause problems for wheelchair users and people who have a mobility impairment.

Gradients on cycleways and footways should ideally be under 3% and no more than 5%. Sharp gradients exceeding 12.5% on features such as speed bumps are considered a defect in the Active Travel England route check tool.

Walking and wheeling surfaces should avoid steep longitudinal gradients (at and over 8% if under 1 metre, or over 5% if 1 metre or more) as these ramps could cause a wheelchair to tip into the carriageway.

LTN 1/20 also states that for routes in rural locations with off-carriageway routes will require a good degree of personal security in the form of adequate lighting.

Energy consumption and impact on wildlife can be reduced if the lighting is switched off between midnight and 5am when there is unlikely to be much use. Lighting can also be operated by detectors which are triggered by the presence of cyclists and pedestrians.

Low level lighting on bollards or solar LED studs can also be used and will offer some improvement in social safety. Solar lights should not be placed in areas where the tree canopy or adjacent buildings will significantly obscure daylight, although most will work where there is partial shading.

4. Opportunities and Constraints

4.1 Existing roads and Public Right of Way (PROW)

The access road to Croxtons Mill provides an existing paved route into the centre of the study area, up to the River Chelmer from the west, as shown in Figure 4. This access road currently has no dedicated foot or cycle provision aside from a short, cobbled path by the Croxtons Mill itself, with all users therefore required to share the same surface (but motor vehicle flows are expected to be very low).

Figure 4.1: Croxtons Mill access road

The majority of these existing PROW are unpaved and are often narrow, making them unsuitable as a route choice for many users. There are also several locations with barriers across the routes, preventing their use by disabled users and cyclists. But if widened, upgraded with high quality surfacing, and with the barriers removed, these do present an opportunity to provide a high-quality route through the area.

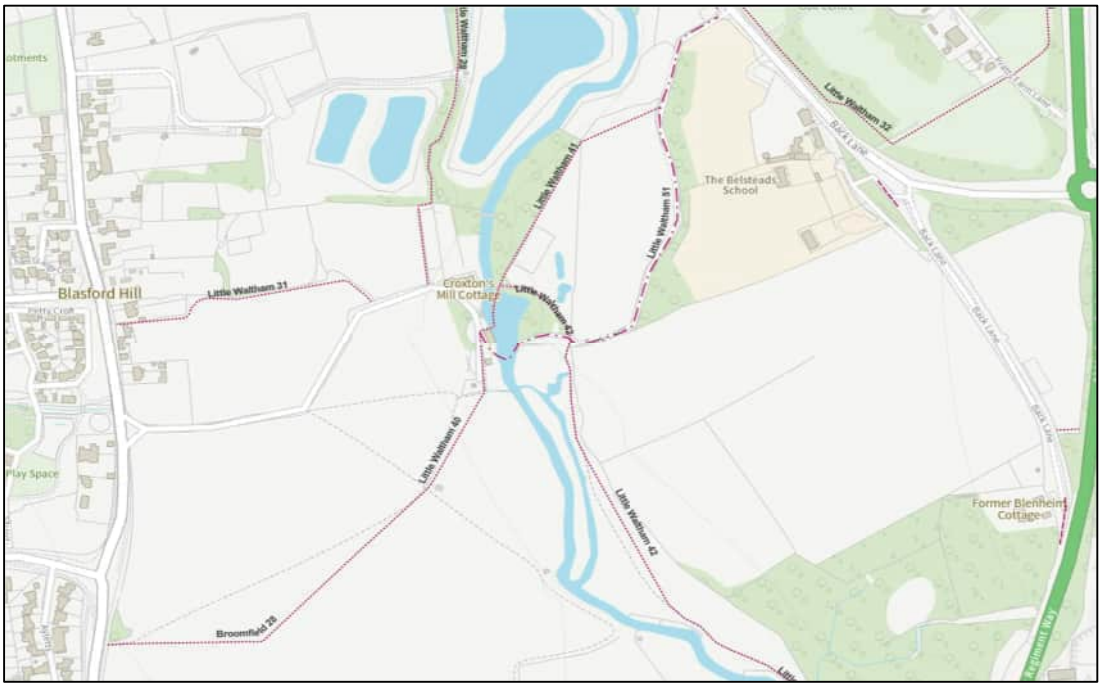


Figure 4.2: Public Rights of Way (source: Essex County Council 2025)

Several examples of the existing conditions of the nearby PROWs are shown in Figure 4-1 to Figure 4-4.

Figure 4-1: Little Waltham 28 PROW

Figure 4-2: Little Waltham 41 PROW

Figure 4-3: Little Waltham 42 PROW

Figure 4-6: Little Waltham 51 PROW

Figure 4-4: Little Waltham 40 PROW

4.2 Land Ownership

Whilst there are many PROW intersecting the study area, some of the identified routes deviate from these established routes. Agreements will therefore need to be in place with the local landowners to establish an additional PROW along the selected route, as well as to construct the new bridge crossing the River Chelmer and any other infrastructure associated with the route.

4.3 Topography and river crossings

The land through the study area is generally flat, which provides a good opportunity to provide an active travel route which is easily accessible for all users.

However, the key challenge for the route is to overcome the natural barrier of the River Chelmer. There are existing crossing points adjacent to the Croxtons Mill (two crossings required along a single route across), but it is poor quality due to its narrow width, poor maintenance, and a shallow stepped access on both sides of one of the crossings, as shown in Figure 4-5 and Figure 4-6. Any of the other routes identified would require a new bridge structure to be built over the river.

Figure 4-5: Footbridge by Croxtons Mill (1)

Figure 4-6: Footbridge by Croxtons Mill (2)

4.4 Flood Risk

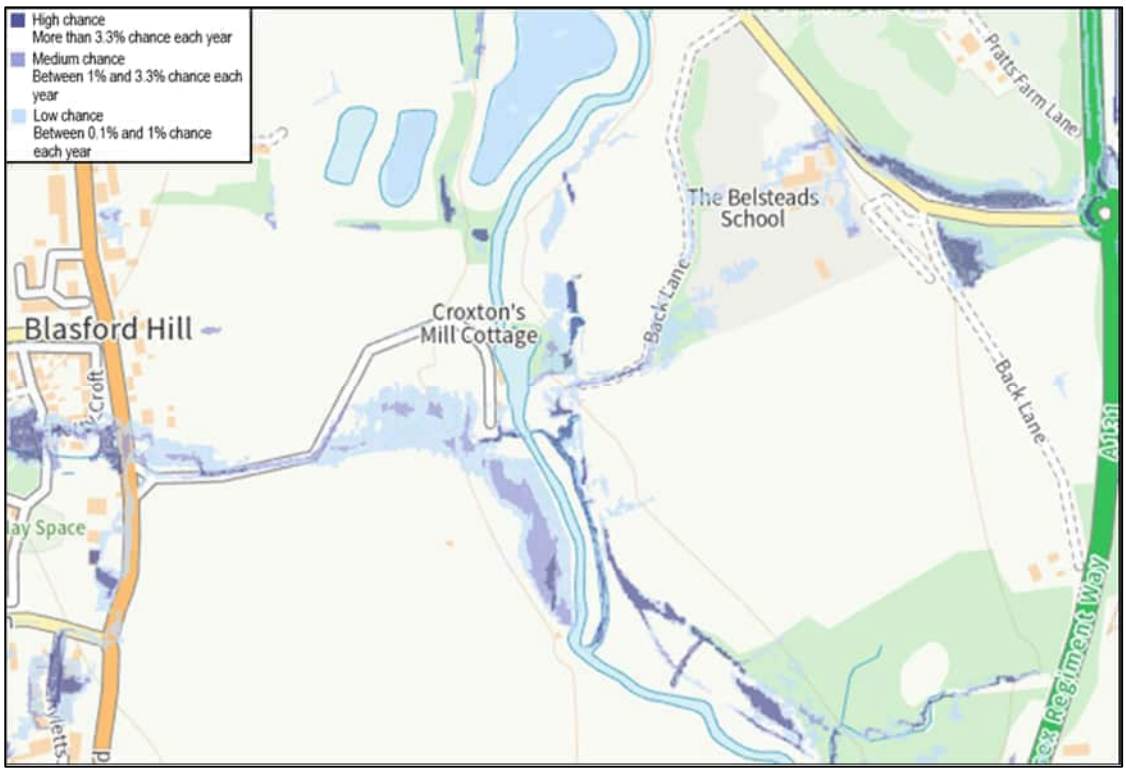
The River Chelmer flows north-south bisecting the proposed route. Flood risk information has been obtained from information freely available from the Essex County Council website. A snapshot of the flood risk within the study area is shown in Figure 4-7.

There are significant areas of low flood risk (between 0.1% and 1% chance each year) around the River Chelmer, with the largest areas of risk to the west side of the river in vicinity of Croxtons Mill, including along the access from the B1008 Blasford Hill. Whilst the areas at risk of flood on the east side of the river are smaller, they are generally of a greater risk, with many areas of high risk (more than 3.3% each year). High flood risk is mostly located around the Black Brook and Salary Brook offshoots from the River Chelmer.

Some of the potential bridge locations for the aspirational routes, as well as at access points onto the highway network (and where crossing facilities would therefore be provided) are also shown to be areas of high flood risk. The design will therefore need to improve the current drainage to ensure the route remains usable during winter months and flood events, while also protecting the environment and not damaging the local habitats.

As part of the design stage, a topographical survey can indicate existing ground levels which can help assist in ensuring the new path levels are constructed consciously to avoid contributing to surface run off.

Figure 4-7: Flood risk (source: Essex County Council 2025)



4.5 Heritage assets

The Croxtons Mill and Croxtons Mill Cottage are Grade 2 listed buildings, located in the centre of the study area along the existing Little Waltham PROW 40 and 41 routes. Other heritage assets include a 'Pill Box' in close proximity to the south of the identified aspirational route, which is shown in Figure 4-8.

Any proposed route which passes in the vicinity of these heritage assets must therefore take care to preserve these buildings.

Figure 4-8: Pill box heritage asset

4.6 Lighting

To ensure safety on the route during hours of darkness or in areas with low natural light, it is essential to provide adequate lighting. This will comply with the design principles outlined in LTN 1/20. Proper lighting will enhance forward visibility along the route and help deter loitering and anti-social behaviour.

However, there are no existing electrical connections through most of the study area, so this would be expensive to install. It may be feasible to provide solar powered lights along some of the identified routes, but the dense tree coverage along some of the existing PROW would mean these are unlikely to be a suitable option throughout.

Installing lighting would also disrupt the habitat of creatures living in the area, and so the use of presence detection on the path would be beneficial. This type of control would enable the lighting to be off or dimmed very low if no one is using the path. When a user presence is detected, the lighting would switch on to 100% luminance according to the agreed control protocols. This will make the lighting more environmentally friendly to possible receptors in the area.

This control can also be used with different colour temperatures, have a warm, more environmentally friendly colour when not in use, but it switches to a cooler more security friendly colour when a user is detected on the path and switches back once they have left. The full impact on ecology will need to be assessed.

4.7 Landscaping and ecology

Parts of the study area feature dense vegetation, a naturalised mixture of mature trees, grass, weeds and brambles. It will require surveying to determine:

- The condition of all trees and whether any have reached a point where they require removal.
- Any non-native species that could be removed.
- To decide if any should be pruned to attempt to keep fallen leaves from the new path.

Linked to the lighting for security will be the need to maintain adequate forward visibility along the route and to prevent areas of no planting where loitering and anti-social behaviour could occur.

Local ecology will need to be assessed to determine opportunities to enhance the local environment.

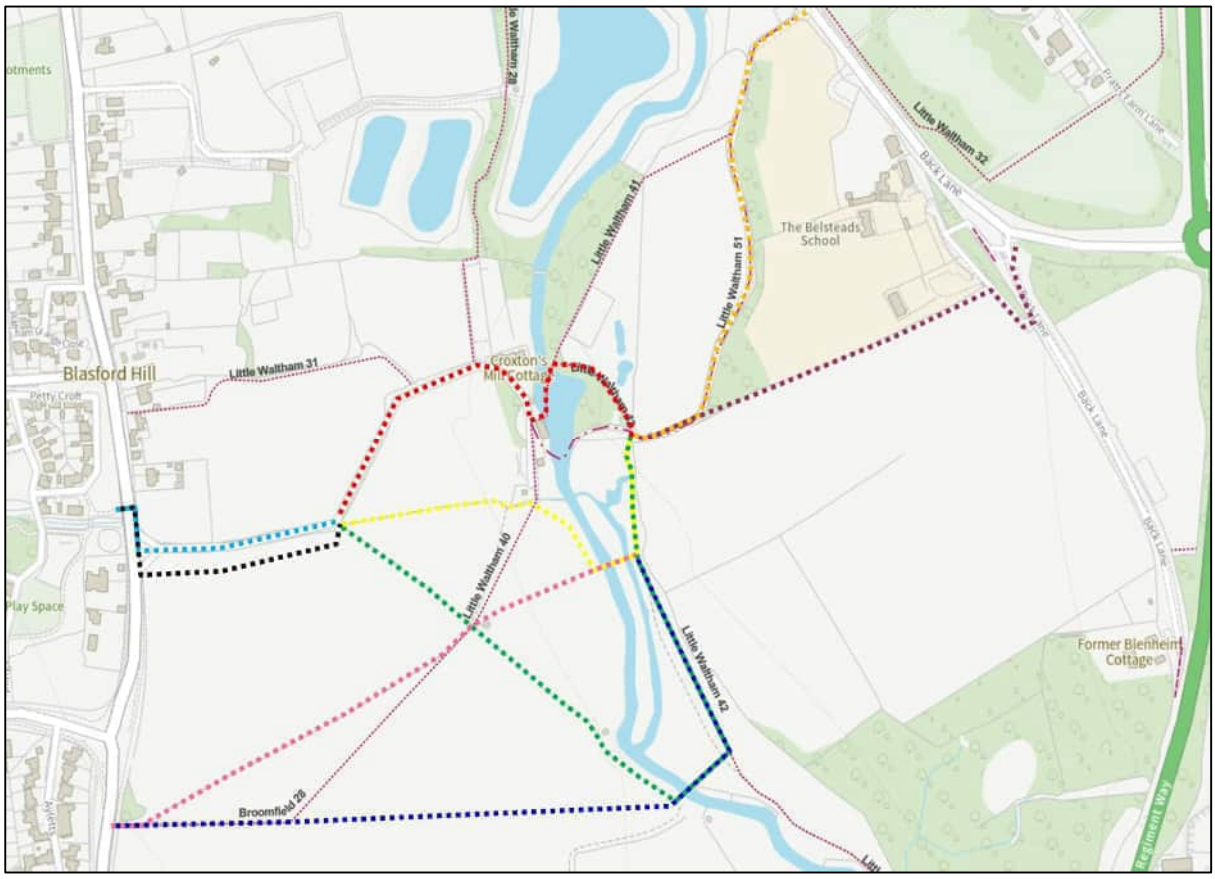
5. ATE Route Toolkit Results

A set of indicative scores has been prepared that identifies the routes and their individual scores. This is solely based on the ATE scoring system and does not consider assessments from other business groups, such as environmental and structural considerations, such as the location of the proposed bridge.

For this assessment, the route options have been broken down into sections based on where the routes converge and offer different route choices. The original indicative routes from the IDP have been expanded upon to offer further route options. These have been outlined in the following sections, with an overall map shown in Figure 5-1.

It is assumed in these assessments that adequate lighting can be provided along the proposed routes. The existing routes have been given a score of N/A if there is no existing route to score in a particular section.

Figure 5-1: Route Check options



5.1 Section 1 (West Section)

The two route options in this section are as follows, and as shown in Figure 5-2:

- Blue route – Cyclists use the existing Croxtons Mill access road alignment, with a new footway provided for pedestrians.
- Black route – New off-road shared use cycle and pedestrian route provided south of the access road.

Figure 5-2: Route Check options, Section 1

The route check results for section 1 are shown in Table 5-1.

Table 5-1: Section 1 ATE Route Check results

Categories	Blue Route		Black Route	
	Existing	Proposed	Existing	Proposed
Safety	46%	77%	N/A	88%
Accessibility	60%	80%	N/A	80%
Comfort	38%	63%	N/A	63%
Directness	50%	75%	N/A	75%
Attractiveness	0%	40%	N/A	40%
Cohesion	50%	88%	N/A	88%
Total Score	**43%**	**73%**	**N/A**	**80%**

The results show that providing a separate shared use facility for pedestrians and cyclists scores higher than adapting the existing access road, due to the higher safety score for separating cyclists from motor vehicles.

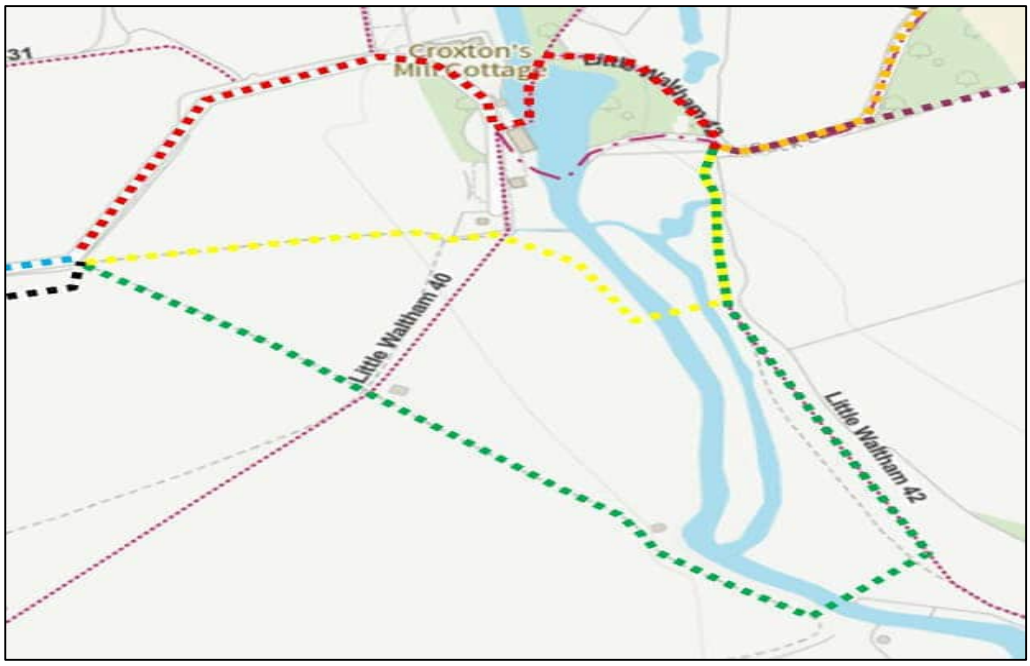
5.2 Section 2 (Central Section)

The three route options in this section are as follows, and as shown in Figure 5-3:

- Red – Cyclists use the existing Croxtons Mill access road alignment, with a new footway provided for pedestrians. Existing PROW and bridges improved past Croxtons Mill.
- Yellow – New off-road cycle and pedestrian route, cutting through third party land. Shortest route taken through the flood plain, with a new bridge provided.

- Green – New off-road cycle and pedestrian route, cutting through third party land. Longer route taken to avoid the flood plain, with a new bridge provided.

Figure 5-3: Route Check ptions, Section 2



The route check results for Section 2 are shown in Table 5-2 below.

Table 5-2: Section 2 ATE Route Check results

Categories	Red Route		Yellow Route		Green Route	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Safety	60%	85%	N/A	100%	N/A	100%
Accessibility	50%	100%	N/A	100%	N/A	100%
Comfort	21%	71%	N/A	75%	N/A	83%
Directness	50%	50%	N/A	75%	N/A	50%
Attractiveness	0%	40%	N/A	40%	N/A	40%
Cohesion	38%	88%	N/A	88%	N/A	88%
Total Score	**46%**	**79%**	**N/A**	**89%**	**N/A**	**89%**

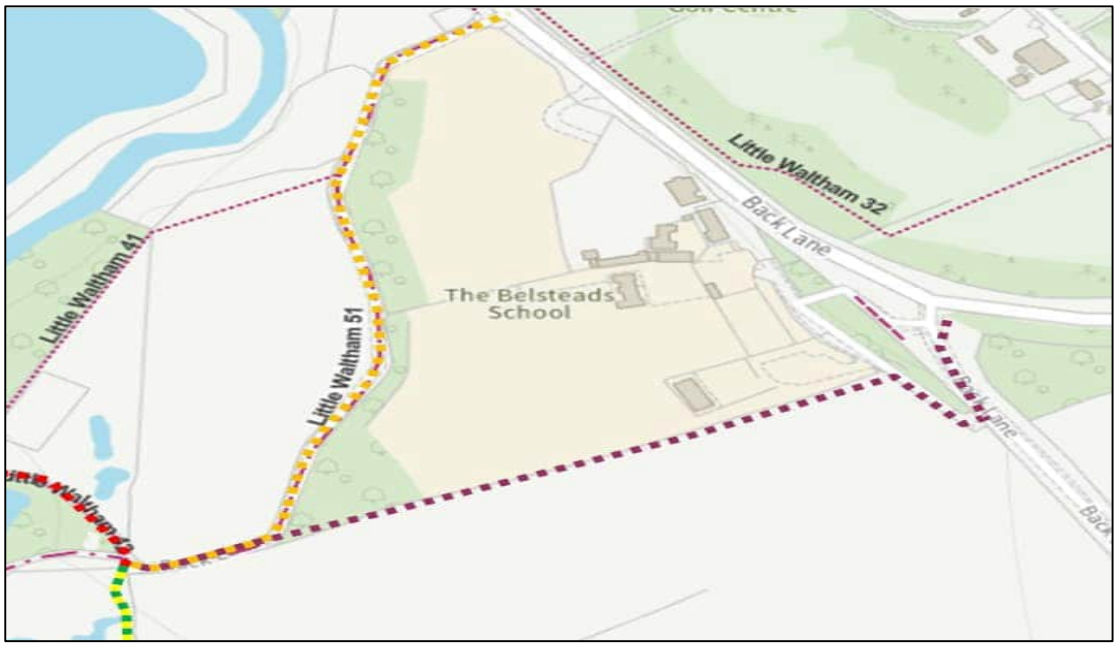
The results show that providing a new route to the south of the existing route via Croxtons Mill scores higher, due to many constraints of this existing route. There is a trade-off between a longer route which avoids the worst part of the flood plain, or a shorter route which goes through the flood plain, as both the yellow and green routes achieve the same overall score.

5.3 Section 3 (East Section)

The two route options in this section are as follows, and as shown in Figure 5-4:

- Orange – Upgrade the existing Little Waltham 51 PROW to Back Lane.
- Purple – New off-road cycle and pedestrian route, cutting through third party land to Back Lane via the access road to Chelmer Clinic.

Figure 5-4: Route Check options, Section 3



The route check results for section 3 are shown in Table 5-3.

Table 5-3: Section 3 ATE Route Check results

Categories	Orange Route		Purple Route	
	Existing	Proposed	Existing	Proposed
Safety	64%	88%	N/A	88%
Accessibility	88%	88%	N/A	88%
Comfort	21%	50%	N/A	58%
Directness	67%	100%	N/A	83%
Attractiveness	0%	30%	N/A	40%
Cohesion	38%	75%	N/A	88%
Total Score	**53%**	**78%**	**N/A**	**80%**

The results show that providing a new route through to Back Lane provides a better option than the existing PROW, due to width constraints preventing a compliant 3m shared use path being provided along the whole of the PROW route.

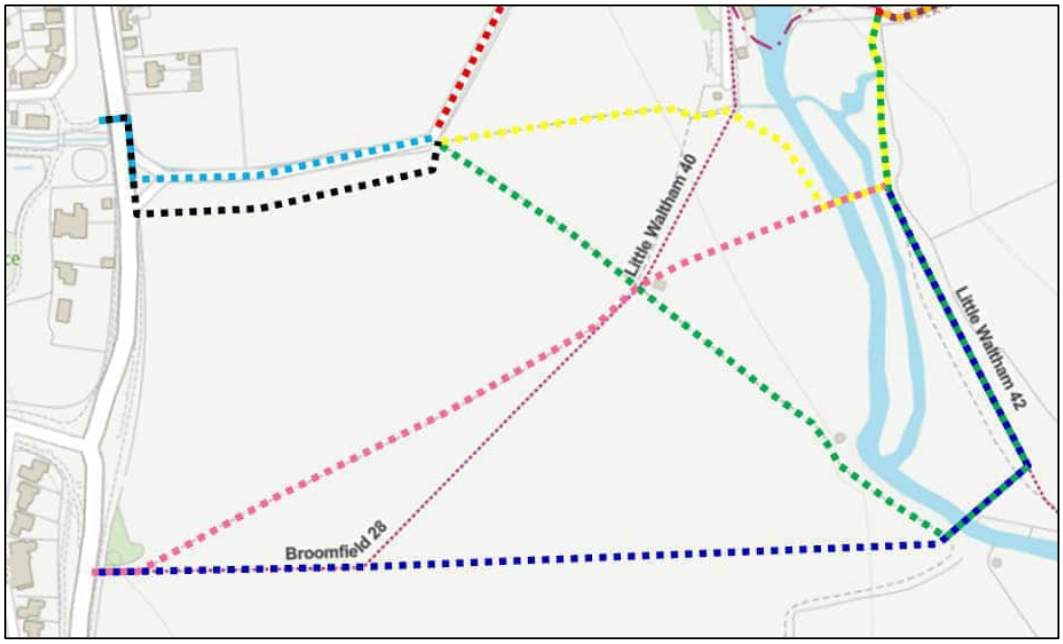
5.4 Section 4 (PROW Upgrade)

The two route options in this section are as follows, and as shown in Figure 5-5:

- Pink – Upgrade and realign the existing Broomfield 28 PROW (or can take a slightly longer route to maintain the existing alignment), followed by a new off-road cycle and pedestrian route cutting through third party land. Shortest route taken through the flood plain, with a new bridge provided.

- Dark blue – Upgrade the first part of the existing Broomfield 28 PROW, followed by a new off-road cycle and pedestrian route cutting through third party land. Longer route taken to avoid the flood plain, with a new bridge provided.

Figure 5-5: Route Check options, Section 4



The route check results for section 4 are shown in Table 5.4.

Table 5-4: Section 4 ATE Route Check results

Categories	Pink Route		Dark Blue Route	
	Existing	Proposed	Existing	Proposed
Safety	N/A	100%	N/A	100%
Accessibility	N/A	100%	N/A	100%
Comfort	N/A	79%	N/A	86%
Directness	N/A	100%	N/A	50%
Attractiveness	N/A	40%	N/A	40%
Cohesion	N/A	88%	N/A	88%
Total Score	**N/A**	**91%**	**N/A**	**91%**

The results show that there is little difference in the scores between these two alternative routes from the B1008, with a similar trade off as in section 2 of a longer route or going through the flood plain.

However, both routes in this section offer a better score than those in section 1 and section 2, suggesting that one of these alternative routes would provide a better overall option than a route starting from the Croxtons Mill access road.

6. Summary

The ATE Route Toolkit assessment has provided a comparative analysis of multiple route options across four key sections of the proposed active travel corridor. The findings demonstrate that newly proposed off-road shared-use routes consistently outperform existing alignments in terms of safety, accessibility, comfort, and cohesion.

- Section 1, the Black Route, offering a new off-road facility achieves significantly higher scores than the option to adapt the existing access road.

- Section 2 presents two strong alternatives to the current Croxtons Mill alignment: the Yellow and Green Routes. While both score equally overall, they differ in route length and exposure to flood plains, which may influence final selection.

- Section 3, the Purple Route emerges as a more viable option than upgrading the existing Public Right of Way (PROW), primarily due to physical constraints that limit the effectiveness of the existing alignment.

- Section 4 features the Pink and Dark Blue Routes, both of which achieve the highest overall scores (91%), indicating that these alternatives from the B1008 represent the most promising options for scheme development.

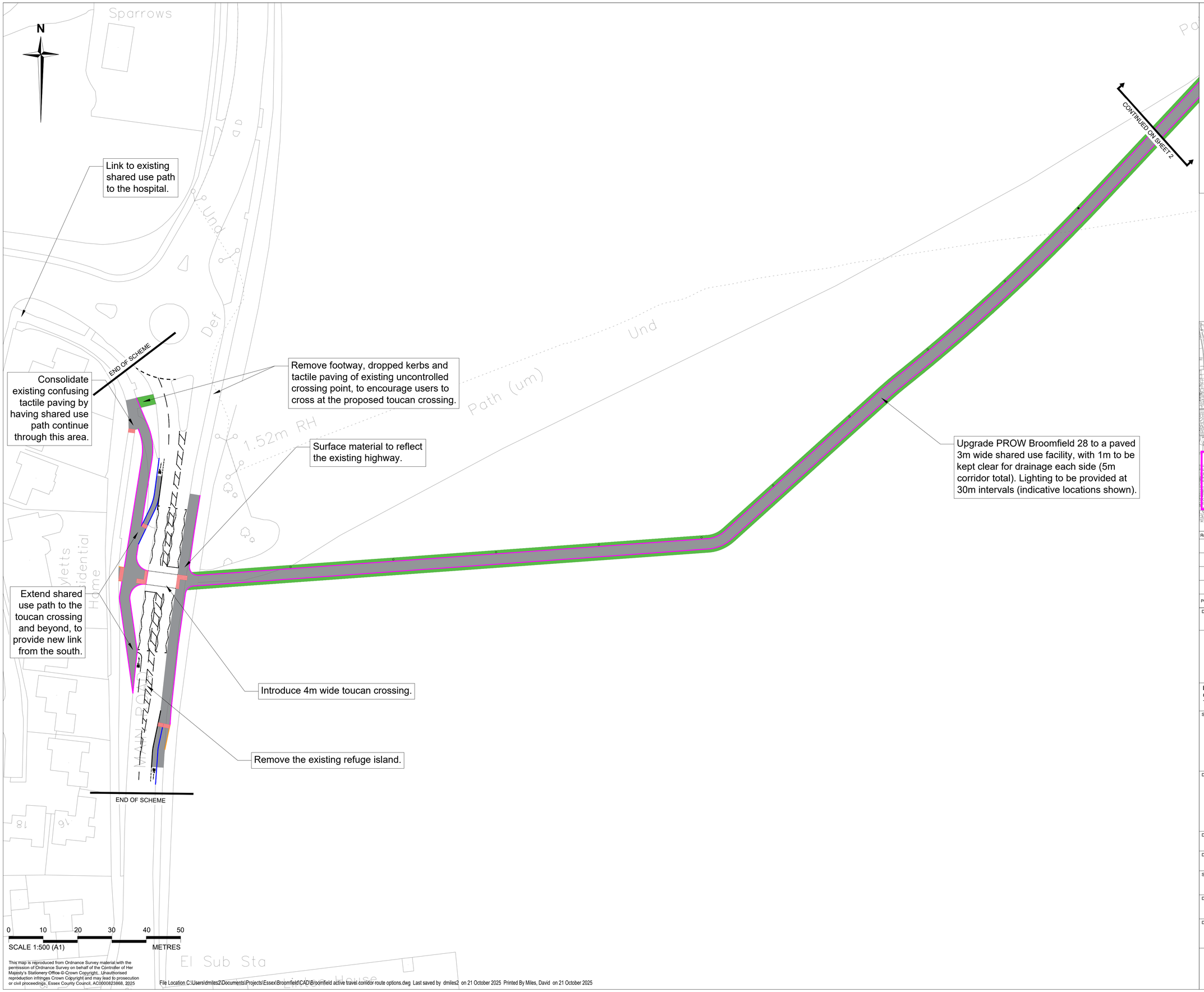
Establishing the location of the proposed bridge early in the design process is critical to ensure alignment with the preferred route options identified in Section 4 and the Purple Route in Section 3.

The proposed new off-road cycle and pedestrian route, which cuts through third-party land to Back Lane via the access road to Chelmer Clinic, depends heavily on the feasibility of the bridge crossing.

The bridge's position will directly influence the connectivity and deliverability of these routes, particularly where they intersect flood plains or third-party land. Early coordination with structural and environmental teams will be essential to identify a viable crossing point that supports the delivery of the highest-scoring route alignments.

Once the preferred bridge location has been confirmed, a detailed review of land ownership and environmental constraints must be undertaken. This will ensure that the proposed routes can be delivered effectively, while also identifying any risks or mitigation requirements that may impact overall viability. These considerations are fundamental to confirming the practicality of the preferred alignments.

Appendix E. Proposed Route Scheme Concept Drawings



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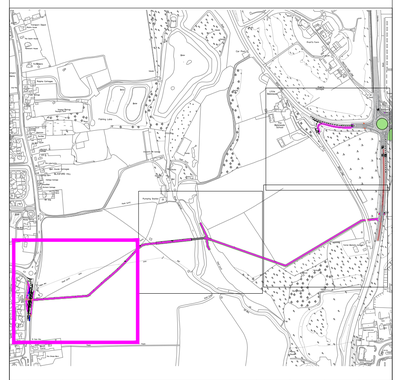
File Location C:\Users\dmiles2\Documents\Projects\Essex\Broomfield\CAD\Broomfield active travel corridor route options.dwg Last saved by dmiles2 on 21 October 2025 Printed By Miles, David on 21 October 2025

Key:

- Road markings
- Proposed carriageway
- Proposed shared use path
- Proposed cycle track
- Proposed footway
- Proposed vegetation clearance
- Proposed tactile paving



Rev.	Date	Description of revision	Drawn	Checked	Review'd	Approv'd
P01	21/08/25	CONCEPT DESIGN	DM	AM	AM	

DRAWING STATUS

Essex Highways

Essex Highways, Seax House, Victoria Road South,
Chelmsford, CM1 1QH.
Tel: 0345 6037631

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SCHEME TITLE

CHELMSFORD GARDEN COMMUNITY TO BROOMFIELD HOSPITAL ACTIVE TRAVEL ROUTE

DRAWING TITLE

SHARED USE ROUTE WEST SECTION

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
DM	DM	AM	AM	SH
DATE 15/08/25	DATE 15/08/25	DATE 21/08/25	DATE 21/08/25	DATE 25/08/25

STATUS CODE:	PROJECT STAGE:	
CONCEPT		
DRAWING UNITS U.N.O. DIMENSIONS IN MILLIMETRES LEVELS IN METRES	SCALE AT A1 (841X594mm) 1:500	REV. **P01**

DRAWING No.

B3553RB4-JAC-HGN-BF-DR-CH-0101

RINGWAY JACOBS integrated expertise

Essex County Council

N

Pumping Station

River Chelmer

Route deviates from PROW Broomfield 28 south of the heritage asset.

Tie into existing PROW Little Waltham 42

Proposed pedestrian and cycle bridge location. See drawing B3553RB4-JAC-SBR-SD-XX-DR-CB-001

Historical military pillbox

Provide new route through CCC owned land. Consists of a paved 3m wide shared use facility, with 1m to be kept clear for drainage each side (5m corridor total). Lighting to be provided at 30m intervals (indicative locations shown).

CONTINUED ON SHEET 1

Indicative extent of earthworks to raise the proposed path, to raise out of the floodplain and to maintain a smooth gradient.

Tie into existing PROW Little Waltham 42

CONTINUED ON SHEET 3

Und

Def

Path (um)

0 10 20 30 40 50

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- Proposed shared use path
- Proposed cycle track
- Proposed footway
- Proposed vegetation clearance
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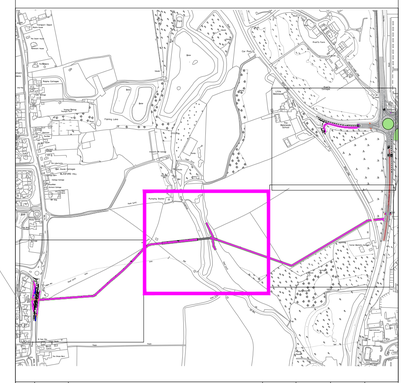

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DRAWING TITLE

SHARED USE ROUTE CENTRE SECTION

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CONTINUED ON SHEET 4

Link to shared use path and toucan crossing as per the cycle connection scheme for the proposed ERW STC.

ESSEX REGIMENT WAY

END OF SCHEME

Provide uncontrolled crossing on Chelmer Clinic access road, with dropped kerbs and tactile paving.

Provide new route along edge of CCC owned land. Consists of a paved 3m wide shared use facility, with 1m to be kept clear for drainage each side (5m corridor total). Lighting to be provided at 30m intervals (indicative locations shown).

Former Blenheim Cottage

Spring

Pond

CONTINUED ON SHEET 2

0 10 20 30 40 50

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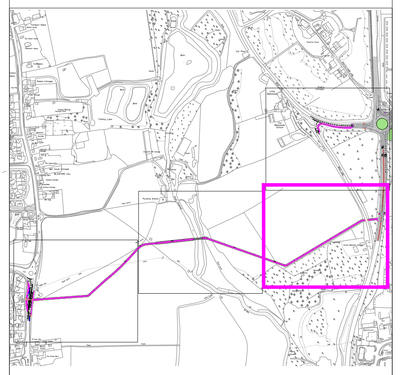

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SHARED USE ROUTE EAST SECTION

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STATUS CODE: CONCEPT

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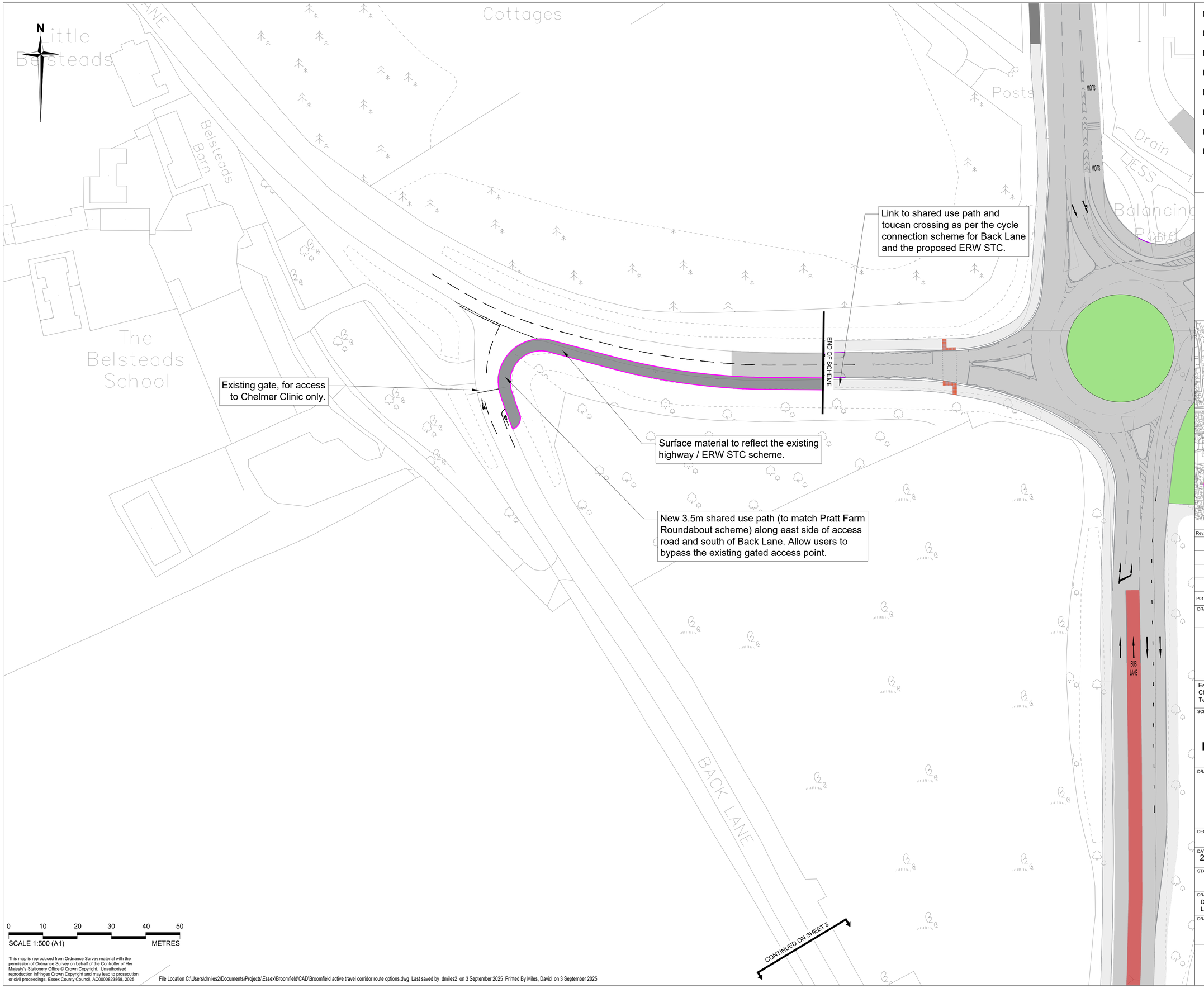

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- Proposed cycle track
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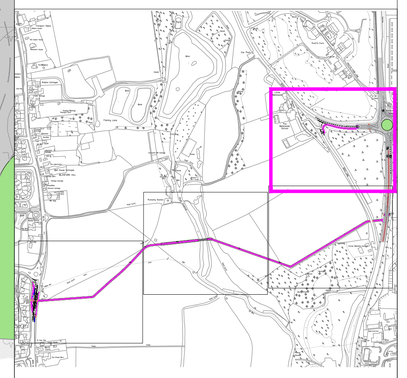
- Proposed tactile paving



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DRAWING TITLE

SHARED USE ROUTE NORTH-EAST SECTION

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
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STATUS CODE:	PROJECT STAGE:	
CONCEPT		
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Appendix F. Proposed Landscaping and Wayfinding Concept Drawings

N

Sparrows

Trees and shrubs with colourful foliage to be used to mark the entrance to the active travel route.

Link to existing shared use path to the hospital.

Robust timber seating to be incorporated as rest stops along route (located at each of the main directional change nodes). Seating could incorporate a sculptural or natural-play element to increase functionality of the space for route users.

CONTINUED ON SHEET 2

END OF SCHEME

Consolidate existing confusing tactile paving by having shared use path continue through this area.

Remove footway, dropped kerbs and tactile paving of existing uncontrolled crossing point, to encourage users to cross at the proposed toucan crossing.

Surface material to reflect the existing highway.

Bike repair station

Bench and totems

Gravel surface

Specimen tree

Upgrade PROW Broomfield 28 to a paved 3m wide shared use facility, with 1m to be kept clear for drainage each side (5m corridor total). Lighting to be provided at 30m intervals (indicative locations shown).

Trees and shrub planting

Wayfinding totem

Litter and dog waste bins

Bench

Trees and shrub planting

Extend shared use path to the toucan crossing and beyond, to provide new link from the south.

Introduce 4m wide toucan crossing.

Remove the existing refuge island.

END OF SCHEME

Introduction of single, large-species tree at direction-change node point to help act as a visual wayfinding feature along route as well as provide shelter/shade and increase biodiversity.

Introduction of a small additiomnal area off of the main travel route to provide a rest-point or interest point. Area to receive informal surfacing such as reinforced grass or gravel to help stop the space from wearing away to mud during wetter weather.
As well as seating, these rest points could include features that support and encourage the active travel route use, such as small bike repair stations or information boards.

Totem features to be installed to indicate entrance to the route and provide wayfinding data.
Totem could also include an artwork/sculptural element; have a dual-function with habitat element; or provide a public service space such as a community book library.

Litter bins and dog waste bins to be provided at key points along the route.

0 10 20 30 40 50

SCALE 1:500 (A1) METRES

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Key:

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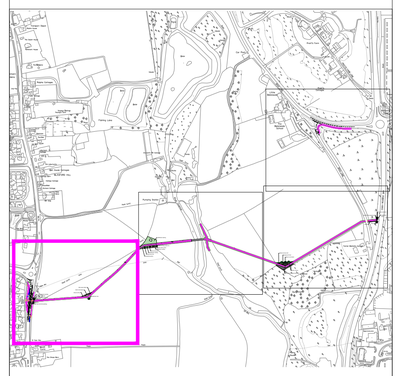
- Proposed cycle track
- Proposed footway
- Proposed vegetation clearance
- Proposed tactile paving



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SCHEME TITLE

CHELMSFORD GARDEN COMMUNITY TO BROOMFIELD HOSPITAL ACTIVE TRAVEL ROUTE

DRAWING TITLE

SHARED USE ROUTE WEST SECTION

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
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STATUS CODE: CONCEPT

PROJECT STAGE:

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Pumping Station

River Chelmer

Potential to enhance the visuals of the existing pillbox feature by seeding the immediate surrounds with wildflower meadow (with high percentage of poppies).

Route deviates from PROW Broomfield 28 south of the heritage asset.

Tie into existing PROW Little Waltham 42

Proposed pedestrian and cycle bridge location. See drawing B3553RB4-JAC-SBR-SD-XX-DR-CB-001

Provide new route through CCC owned land. Consists of a paved 3m wide shared use facility, with 1m to be kept clear for drainage each side (5m corridor total). Lighting to be provided at 30m intervals (indicative locations shown).

Historical military pillbox

Wildflower seeding

CONTINUED ON SHEET 1

Litter and dog waste bins

Bike parking racks

Wildflower seeding

Picnic benches

Wildflower seeding

Specimen tree

Wayfinding totem

Indicative extent of earthworks to raise the proposed path, to raise out of the floodplain and to maintain a smooth gradient.

Tie into existing PROW Little Waltham 42

CONTINUED ON SHEET 3

Path (um)

Introduction of single, large-species tree at direction-change node point to help act as a visual wayfinding feature along route as well as provide shelter/shade and increase biodiversity.

Introduction of an area off of the main travel route to provide a rest-point or interest/information point. Area to receive informal surfacing such as reinforced grass or gravel to help stop the space from wearing away to mud during wetter weather.

Seating could incorporate a picnic table element and/or include a more sheltered design to provide those who wish to visit the historical feature and enjoy the river valley view a more comfortable stay.

The rest point could also include features that support the active travel route use such as bike stands, community 'swap stands', small-scale natural play elements, as well as information boards.

Litter bins and dog waste bins to be provided at key points along the route.

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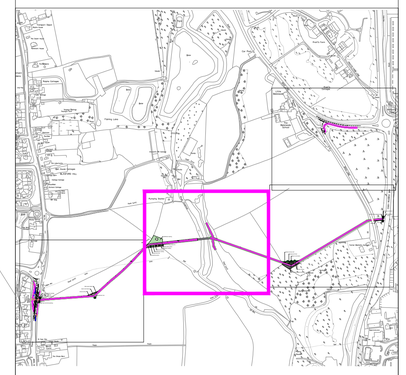

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DRAWING TITLE

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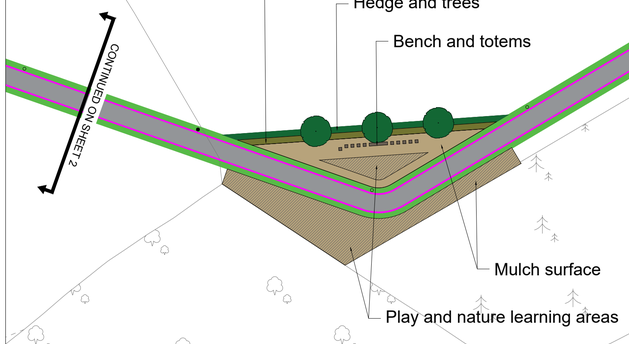
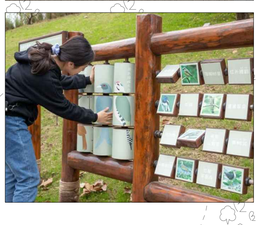
Introduction of hedge and tree planting at direction-change node point to help act as a visual wayfinding feature along route as well as provide shelter/shade and increase biodiversity.

Robust timber seating to be incorporated as rest stops along route (located at each of the main directional change nodes). Seating could incorporate a sculptural or natural-play element to increase functionality of the space for route users.

Provide new route along edge of CCC owned land. Consists of a paved 3m wide shared use facility, with 1m to be kept clear for drainage each side (5m corridor total). Lighting to be provided at 30m intervals (indicative locations shown).



Node point to include a small selection of low/no maintenance natural play elements and information boards, focused on biodiversity exploration and learning.



Similar treatment of entrance as on the western side - trees and shrubs with colourful, seasonal foliage to be used to mark the entrance to the active travel route.

Hedge planting to provide screening and support biodiversity.

CONTINUED ON SHEET 4

Link to shared use path and toucan crossing as per the cycle connection scheme for the proposed ERW STC.

ESSEX REGIMENT WAY

Trees and shrubs

Litter and dog waste bins

Wayfinding totem

END OF SCHEME

Bench

Hedge

Provide uncontrolled crossing on Chelmer Clinic access road, with dropped kerbs and tactile paving.

Litter bins and dog waste bins to be provided at key points along the route.

Former Blenheim Cottage

Totem features to be installed to indicate entrance to the route and provide wayfinding data.
Totem could also include an artwork/sculptural element; have a dual-function with habitat element; or provide a public service space such as a community book library.

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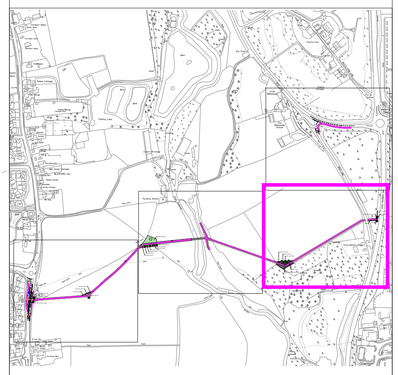

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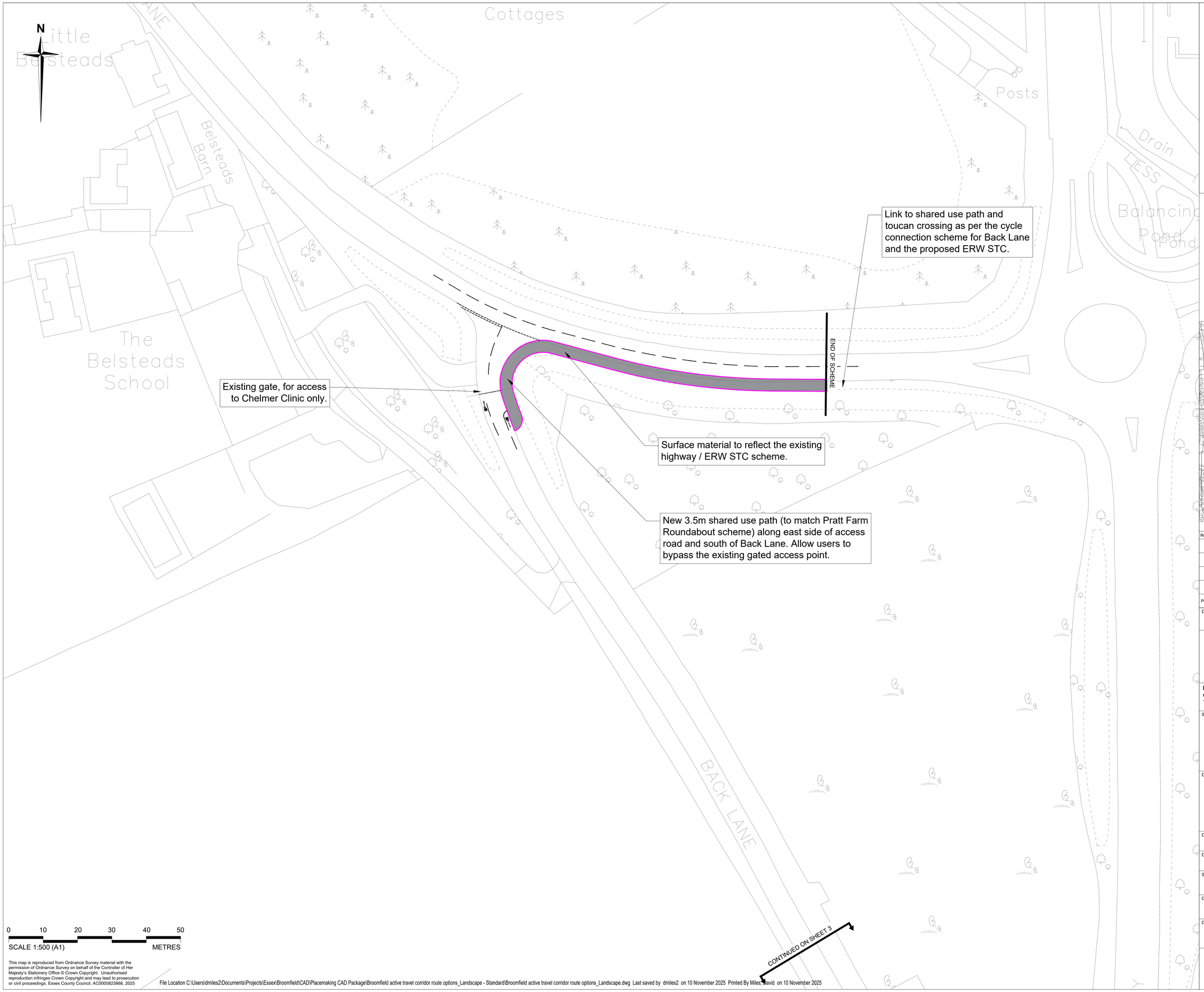

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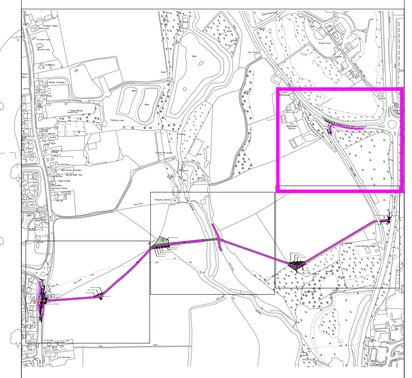

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Appendix G. Scheme Construction Cost Estimates

Chelmsford Garden Community to Broomfield Hospital Active Travel Route

Options Cost Estimate Report

30 September 2025

B3553RB4-EHF-GEN-SCHW-RP-ZC-0001 | P0

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Client No:	N/A
Project Manager:	Andy Mileham
Author:	Lewis Warmbold
File Name:	B3553RB4-EHF-GEN-SCHW-RP-ZC-0001-P0 Chelmsford Garden Community to Broomfield Hospital Active Travel Route Options Cost Estimate Report

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Distribution

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1. Project Summary

This Options Cost Estimate Report rev. P0 provides an estimate for the proposed Chelmsford Garden Community to Broomfield Hospital Active Travel Route.

In line with the designs, the Sections are:

- Section A – Main Road improvements.
- Section B – Route from Main Road to Back Lane (Excluding Placemaking & Landscaping costs).
- Section C – Bridge included in the route from Main Road to Back Lane.
- Section D – Back Lane improvements.
- Section E – Isolated Placemaking & Landscaping costs.

A summary of the costs are as follows, however this report should be read in full to understand the basis of the costs, assumptions and exclusions, with no excerpts to be representative of the findings:

Table 1-1. Cost Summary

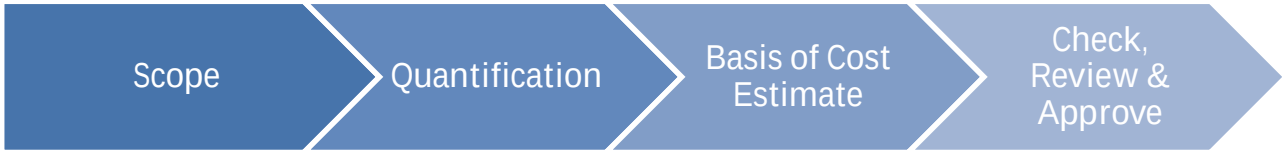
Total		Section A	Section B & C	Section D	Section E	Total
Highway Works		**(£)**	**(£)**	**(£)**	**(£)**	**(£)**
1	Preliminaries	78,000	684,000	38,000	81,000	881,000
2	Roadworks	155,000	888,000	77,000	203,000	1,323,000
3	Structures (Bridges, etc.)	N/A	822,000	N/A	N/A	822,000
4	Structures (Retaining walls etc.)	N/A	N/A	N/A	N/A	N/A
5	Miscellaneous	N/A	N/A	N/A	N/A	N/A
6	Accommodation Works	Excluded	Excluded	Excluded	Excluded	Excluded
7	Facilitating Works	Excluded	Excluded	Excluded	Excluded	Excluded
	Sub-Total (A)	**233,000**	**2,395,000**	**115,000**	**284,000**	**3,026,000**
Statutory Undertakers Works						
8	Statutory Undertakers Works	46,000	479,000	23,000	57,000	605,000
	Sub-Total (B)	**279,000**	**2,874,000**	**138,000**	**340,000**	**3,631,000**
Project / Design Team Fees						
9	Project / Design Team Fees	60,000	623,000	30,000	74,000	787,000
Other Development / Project Costs						
10	Other Development / Project Costs	Excluded	Excluded	Excluded	Excluded	Excluded
	Sub-Total (C)	**340,000**	**3,496,000**	**168,000**	**414,000**	**4,418,000**
Inflation						
11	Inflation	38,000	394,000	19,000	47,000	498,000
	Sub-Total (D)	**378,000**	**3,890,000**	**187,000**	**461,000**	**4,916,000**
Risk						
12	Risk	151,000	1,556,000	75,000	184,000	1,966,000
	Total (Excl. VAT)	**529,000**	**5,446,000**	**262,000**	**645,000**	**6,882,000**

Note: Costs rounded to the nearest thousand pounds. Base date of this estimate is 3rd Quarter 2025 and has an accuracy level of -20% to +30%. Details of the estimate have been included in Appendix B of this report.

2. Methodology

The methodology detailed below has been used to prepare this cost estimate.

Figure 2-1. Methodology



Scope: The scope of works to be included in this estimate has been agreed with Essex County Council via Jacobs PM & designers and is defined by the design information included in Appendix A of this report. Section 3 of this report details those elements of the works that are included within each section of the estimate, as well as any assumptions and exclusions that have been made.

Quantification: Section 4 of this report details the methods used to quantify the various elements of the scope of works and identifies any industry Standard Methods of Measurement or Work Breakdown Structures that have been used.

Basis of Cost Estimate: The base date of the estimate, location factors, pricing methods and expected accuracy ranges are included in Section 5 of this report.

Check, Review & Approve: A line by line check of the estimate is carried out by an experienced surveyor prior to final high-level review by an estimating manager and prior to approval by the Project Manager. This process is undertaken in accordance with Jacobs UK Ltd Business Management System – Work Instruction WI-3100.

3. Scope

This cost estimate has been based upon the design information listed in Appendix A of this report.

3.1 Highway Works

3.1.1 Preliminaries

The cost of Preliminaries includes Main Contractor's cost items such as:

- Project specific management and staff.
- Visiting management and staff.
- Support costs; staff travel, accommodation and subsistence.
- Site accommodation, offices, canteens, drying rooms, toilets and washrooms, laboratories, stores, compounds and the like.
- Temporary works, bases & foundations, connections to services, temporary site roads and paths, temporary drainage, haul roads, barriers and scaffolding.
- Traffic safety and management, temporary diversions for traffic, recovery vehicles, temporary CCTV and temporary speed camera systems.
- Furniture and equipment, IT systems, radio & telecommunications systems, sundries and consumables.
- Temporary water, gas, and electric supplies.
- Cleaning site accommodation and waste management.
- Security staff and equipment, hoardings, fences, gates and information boards.
- Safety and environmental protection, PPE, fire points, first aiders and traffic marshals.
- Contractor's surveys, inspection and monitoring, setting out, protection of the works, samples and testing.
- Mechanical plant, cranes, hoists, access plant, concrete plant, generators and compressors, and small tools.
- Site records, testing and commissioning, handover, post completion services.
- Insurances, bonds, guarantees and warranties.

3.1.2 Roadworks

The cost of the following Roadworks are included in this estimate.

- Roadworks General
  - Site Clearance and Earthworks.
- Main carriageway, Interchanges and Side Roads
  - Kerbs, Footways & Paved Areas.
- Signs, Motorway Communications and Lighting
  - Traffic Signs & Road Markings.
  - Road Lighting Columns, Brackets & CCTV Masts.
  - Electrical Work for Road Lighting & Traffic Signs.
- Landscape & Ecology

3.1.3 Structures

The cost of the following Structures are included in this estimate:

- Shared use Bridge.

3.1.4 Miscellaneous Works

Miscellaneous Works are excluded from this estimate.

3.1.5 Accommodation Works

Accommodation Works (e.g., alterations to boundary fencing, accesses and driveways) are excluded from this estimate as detailed in Section 3.9 below.

3.1.6 Facilitating Works

Facilitating works (e.g., contaminated ground, material removal, invasive plant growth removal, etc.) are excluded from this estimate as detailed in Section 3.9 below.

3.2 Statutory Undertakers Works

Allowances for the cost of the following Statutory Undertakers Works have been included in this estimate:

- Temporary and permanent diversion works including diversion of statutory undertakers services (e.g. water, electricity, gas and communications).

3.3 Project/ Design Team Fees

Allowances for the cost of the following Project / Design Team Fees have been included in this estimate:

- Client project and design team fees.
- Client construction management and supervision costs.

All other Project / Design Team Fees (e.g. Main Contractor's design costs) are excluded from this estimate as detailed in Section 3.9 below.

3.4 Other Development/ Project Costs

Other Development / Project Costs (e.g. land costs, finance costs, etc.) are excluded from this estimate as detailed in Section 3.9 below.

3.5 Inflation

Allowances have been included in this estimate for Tender Inflation and Construction Inflation as detailed in Section 4.5 below.

3.6 Risk

3.6.1 Risk (Design, Construction & Client Risk)

Allowances have been included in this estimate for design development risks, construction risks, Client change risks and Client other risks as detailed in Section 4.6.1 below.

3.6.2 Optimism Bias

Optimism Bias is excluded from this estimate as detailed in Section 3.9 below.

3.7 Value Added Tax (VAT)

Value Added Tax (VAT) is excluded from this cost estimate as detailed in Section 3.9 below.

3.8 Assumptions

The following assumptions have been made in the preparation of this cost estimate:

- Construction Works will generally be undertaken during normal working hours unless specifically identified as being undertaken out of normal working hours (evenings and weekends).
- Main Contractor access to the site is unrestricted.
- Existing site conditions, extent of works and level of specification are as set out in the information included in Appendix A of this report.
- The area for general site clearance is based on the area of proposed footways & paved areas, road marking areas and landscaping works.
- An allowance for take up or down and remove to tip off site kerbs, tactile paving, signs, lighting columns etc has been itemised and quantified using the design information provided and google maps.
- No fencing works required.
- No road restraint systems (vehicle and pedestrian) works required.
- No drainage works required.
- The earthwork quantities are calculated from the paved area construction depths.
- All excavated material to be disposed off-site.
- An allowance of 1% of the total excavated volume for excavation and filling of soft spots has been included in this estimate.
- New areas of verge are to receive imported topsoil 150mm deep.
- Imported fill of acceptable material included on approaches to bridge along shared path route in Section B and C.
- No carriageway works required.
- All proposed kerbs and edgings are assumed to be precast concrete.
- Footway construction allowed in the estimate is 275mm thick (150mm thick Type 1 sub-base, 100mm thick AC10 binder course and 25mm thick AC6 surface course).
- Footway construction along Section B is 216mm thick (150mm thick Type 1 sub-base, 50mm thick AC10 binder course and 16mm thick Addagrip Terrabound Gravel surface course).
- Allowances have been included for street furniture, based on drawings provided.

- An allowance has been included for a Toucan Crossing to Main Road in Section A.
- An allowance has been included for traffic signs based on area of proposed shared path.
- An allowance has been included for new / reinstatement of road markings to carriageway only.
- It has been assumed lighting columns are required every 30m along the proposed shared path in Section D and as per the design in Section B & C.
- An allowance has been included for electrical work for road lighting, per road lighting column included.
- An allowance for grass seeding, wildflower seeding, trees, hedgerows and shrubs have been included in this estimate, however maintenance of the landscaped areas is excluded.
- An allowance for special preliminaries and the fabrication and erection of a steel composite footbridge has been included in this estimate.

3.9 Exclusions

The following items are excluded from this cost estimate:

Roadworks

- Landscape Maintenance / Aftercare.

Accommodation Works

- Accommodation Works (e.g. alterations to boundary fencing, accesses and driveways).

Facilitating Works

- Toxic/hazardous material removal including removal of toxic or hazardous parts of building fabric and hazardous materials or components from existing services installations.
- Removal and/or treatment of contaminated ground material.
- Unexploded ordnance removal / clearance.
- Eradication of invasive plant growth.
- Ground gas venting measures including gas proof membranes, perforated collection pipes, proprietary gas dispersal fin layers, radon sumps and vent pipes.
- Soil stabilisation measures including cement or chemical grouting, electrochemical stabilisation, sand stowing, soil nailing, ground anchors, compacting, and freezing of groundwater and subsoil.
- Site dewatering and pumping to lower the ground water level of the site, including forming well points, filling, drain tubes and ring mains, sumps, pumps and pumping, off-site disposal of water, running costs and attendance.
- Extraordinary site investigation works including archaeological investigation, reptile/wildlife mitigation measures and other site investigation works.

Project / Design Team Fees

- Main Contractor's design fees.

- Main Contractor's pre-construction fees including management and staff, specialist support services fees, temporary accommodation, services and facilities, charges, overheads and profit.

Other Development / Project Costs

- Revenue funded activities i.e. Stakeholder Engagement.
- Client contract administration costs.
- Land Acquisition costs.
- Compensation for permanent land take; statutory loss payments; possible disturbance claims; potential Part 1 claims and professional fees incurred by the claimants.
- Client finance costs, costs in connection with funding of project.
- Fees, planning fees, building control fees, oversailing fees, fees in connection with party wall awards, fees in connection with rights of light agreements, fees in connection with other agreements between the employer and neighbours to facilitate the project, other fees in connection with licences, permits and agreements.
- Charges, rates on temporary accommodation, licences in connection with hoardings, scaffolding, gantries and the like and licences in connection with crossovers, parking permits, parking bay suspension and the like.
- Planning contributions, direct financial contributions in connection with planning consent, and environmental improvement works.
- Insurances other than main contractors works insurance.
- Decanting and relocation costs, temporary relocation costs, temporary accommodation, rents and other running costs.
- Fixtures, fittings and Equipment other than that included in design.
- Marketing costs, public relations events, site based advertising and public relations literature.

Risk

- Department for Transport or His Majesty's Treasury provision for Optimism Bias.

Taxation & Grants

- Capital allowances.
- Grants.
- Value Added Tax (VAT).

4. Quantification

4.1 Highway Works

The Highways Works element of this estimate have wherever possible been quantified in accordance with the Manual of Contract Documents for Highway Works, Volume 4, Bills of Quantities for Highway Works published by the Highways Agency (now National Highways). The work breakdown structure adopted is based on Table 1 included in Section 1, Chapter III of the Method of Measurement for Highways Works (MMHW). Where items of work cannot be quantified either a percentage or sum allowance has been included.

The detailed estimate is included in Appendix B of this report which has been prepared using the RIB iTwo CostX Estimating Software. Quantities are either directly entered into take off sheets or measured electronically.

4.1.1 Preliminaries

An allowance of 35% on the cost of Roadworks and Structures has been included for Main Contractor's Preliminaries.

In addition, the following allowances have been included for traffic management on the cost of Roadworks and Structures based on the extent of work in each Section:

- Section A – 15%.
- Section B & C – 5%.
- Section D – 15%.
- Section E – 5%

4.1.2 Roadworks

Roadworks have been quantified and itemised in accordance with the relevant series of the MMHW and the cost estimated on a unit cost basis.

4.1.3 Structures

Structures have been quantified and itemised using an approximate estimating technique based on the area of structure to be constructed and the cost estimated on a unit cost basis.

4.1.4 Miscellaneous Works

Excluded from this estimate.

4.1.5 Accommodation Works

Excluded from this estimate.

4.1.6 Facilitating Works

Excluded from this estimate.

4.2 Statutory Undertakers Works

An allowance of 20% of Highway Works has been included for temporary and permanent diversion works including diversion of statutory undertakers services (e.g. water, electricity, gas and communications).

We recommend that a specialist consultant (such as Paige Solutions Ltd) be engaged to provide specialist cost advice for the proposed options.

4.3 Project/ Design Team Fees

An allowance of 20% on the cost of Highway Works has been included for Client project / design team fees.

In addition, an allowance of 6% on the cost of Highway Works has been included for Client construction management and supervision costs.

4.4 Other Development/ Project Costs

Excluded from this estimate.

4.5 Inflation

The following allowances have been included in this estimate for Tender Inflation and Construction Inflation (taken to the midpoint of construction) as calculated below on the cost of Highway Works, Statutory Undertakers Works and Project / Design Team Fees.

The current forecasted start and completion dates are found in Section 5.4 below.

The Building Cost Information Service (BCIS) Road Tender Price Index (last updated 17-Sep-2025) has been used to calculate inflation.

- Tender Inflation calculation:
  - Index at Base date of estimate (3Q 2025) = 222, Index at Construction start (2Q 2027) = 242
    (242 - 222) ÷ 222 x 100 = 9.01%

- Construction Inflation calculation:
  - Index at construction start (2Q 2027) = 242, Index at mid-point of construction (3Q 2027) = 247
    (247 - 242) ÷ 242 x 100 = 2.07%

It should be noted that the inflation allowance included in this estimate is predicated on the stated BCIS Road Tender Price index, however given the current market volatility the client may wish to include for an additional allowance.

4.6 Risk

4.6.1 Risk (Design, Construction & Client Risk)

Section 3.1.1 of "The Department for Transport Guidance, TAG Unit A1.2, Scheme Costs, dated May 2025" states that a Quantified Risk Assessment (QRA) is required for all transport projects with a cost greater than £7m and is encouraged for smaller schemes.

In the absence of a QRA an allowance of 40% on the cost of Highway Works, Statutory Undertakers Works, Project / Design Team Fees and Inflation has been included in this estimate for design development risks, construction risks, employer change risks and employer other risks in accordance with the ranges recommended by Essex Highways below for projects at different stages of development.

Table 4-1. Typical Risk Range

National Highways PCF Stage (or equivalent)	Estimate Type	Risk
0 & 1: Strategy & Option Identification	Order of Magnitude	40 - 60%
1 & 2: Option Identification & Selection	Options Estimate	25 - 40%
3: Preliminary Design	Preliminary / Initial Estimate	20 - 25%
4: Statutory Procedures and Powers	Developing Estimate	15 - 20%
5: Construction Preparation	Final Estimate	10 – 15%
6: Construction	Cost to Complete Estimate	5 - 10%

4.6.2 Optimism Bias

Section 3.2.24 of "The Department for Transport Guidance, TAG Unit A1.2, Scheme Costs, dated May 2025" states that Optimism Bias uplifts are only required for the economic case of a proposal, hence Optimism Bias has not been included within the cost estimate.

4.7 Value Added Tax (VAT)

Excluded from this estimate.

5. Basis of Cost Estimate

5.1 Base Date

The base date of the estimate is 3rd Quarter 2025 (3Q 2025).

5.2 Region

The works are located in the Eastern Region of the United Kingdom of Great Britain and Northern Ireland.

Figure 5-1. Regional Map

5.3 Pricing

5.3.1 General

The rates and prices used are:

- In pounds sterling.
- Reflect construction projects of a similar size and nature.
- Inclusive of profit margins and contributions to head office overheads.
- Inclusive of all Plant, Labour and Materials.

5.3.2 Percentage Allowances

Percentage allowances have been included for:

- Preliminaries.
- Traffic Management.
- Statutory Undertakers Works.
- Client Project and Design Team Fees.
- Client Construction Supervision Costs.
- Tender Inflation.
- Construction Inflation.
- Risk.

5.3.3 Approximate Estimating Rates

Approximate Estimating Rates have been used in this estimate to price for:

- Site Clearance.
- Traffic Signs and Road Markings.
- Electrical Works for Road Lighting.
- Structures (Shared use Bridge).

5.3.4 Unit Rates

Unit rates have been used in this estimate to price for:

- Earthworks.
- Kerbs, Footways and Paved Areas.
- Road Lighting Columns.
- Landscaping and Ecology.

5.3.5 Resource Costs

Resource Costs have not been used in this estimate.

5.4 Programme

This cost estimate has been based upon the following anticipated construction works programme dates:

Table 5-1. Programme

Start Date	Completion Date	Mid-Point	Duration
2nd Quarter 2027 (May 2027)	4th Quarter 2027 (October 2027)	3rd Quarter 2027 (August 2027)	6 Months

5.5 Range of Accuracy

A cost estimate produced at this stage, based on the available information, will have an accuracy level of -20% to +30%.

Table 5-2. Range of Accuracy

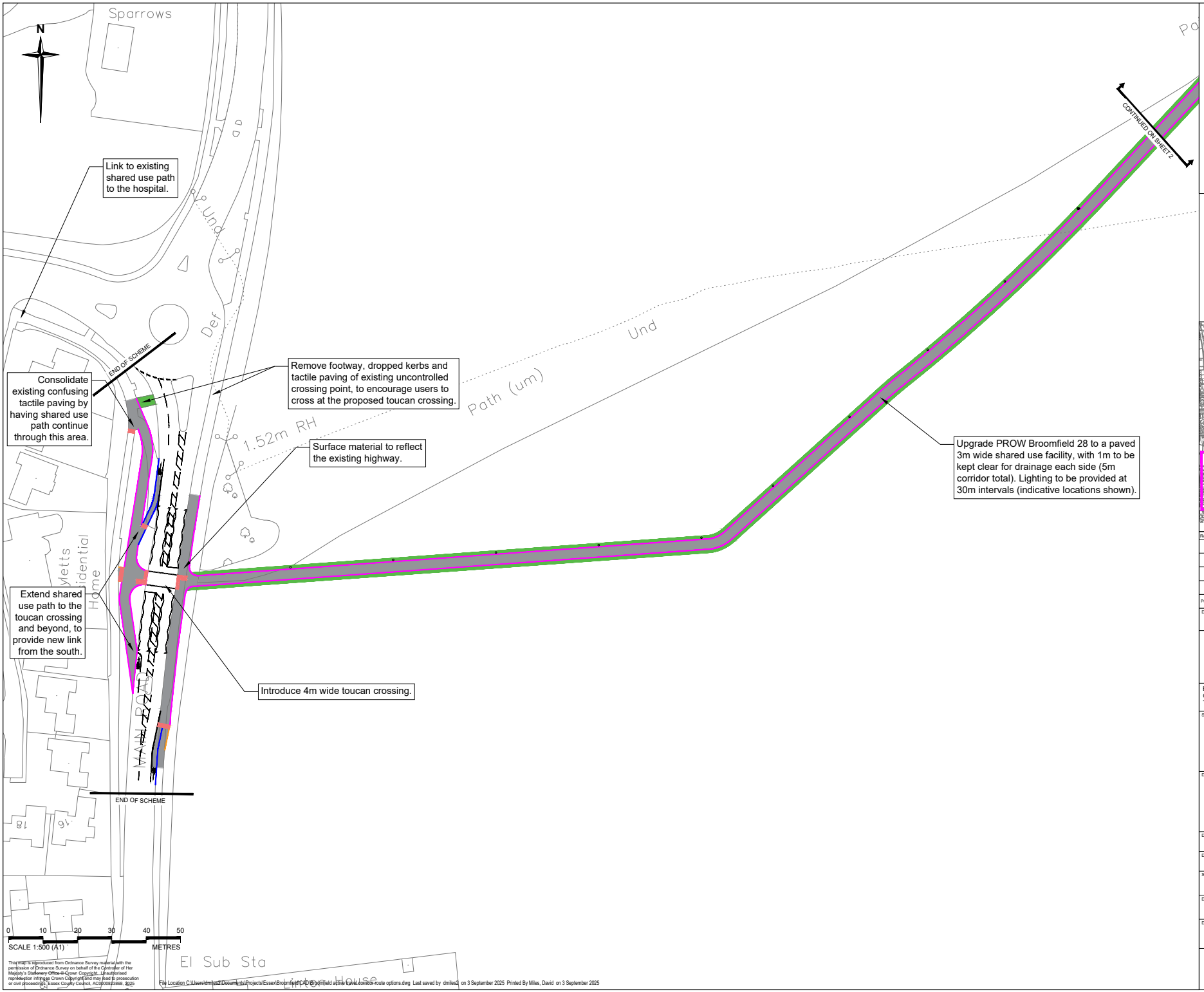
Estimate Class	Level of Project Definition	End Usage	Methodology	Expected Accuracy Range
Order of Magnitude	0% to 2%	Concept	Percentage Allowances / Approximate Estimating Rates	-30% to +50%
Options	1% to 15%	Study or Feasibility	Percentage Allowances / Approximate Estimating Rates	-20% to +30%
Preliminary / Initial	10% to 40%	Design Development, Budget Authorisation or Feasibility	Percentage Allowances / Approximate Estimating Rates / Unit Rates	-15% to +20%
Developing	30% to 75%	Control or Bid/Tender	Unit Rates / Resource Costs	-10% to +15%
Final	65% to 100%	Check Estimate or Bid/Tender	Unit Rates / Resource Costs	-5% to +10%

Appendices

Appendix A. Register of Design Information 15
Appendix B. Cost Estimate 16

Appendix A. Register of Design Information

Document No.(s)	Rev	Document Title(s)	Status
B355RB4-JAC-HGN-BF-DR-CH-0101	P01	Shared Use Route West Section	Concept
B355RB4-JAC-HGN-BF-DR-CH-0102	P01	Shared Use Route Centre Section Option 1	Concept
B355RB4-JAC-HGN-BF-DR-CH-0103	P01	Shared Use Route East Section Option 1	Concept
B355RB4-JAC-HGN-BF-DR-CH-0104	P01	Shared Use Route North East Section	Concept
B355RB4-JAC-SBR-SD-XX-DR-CB-001	P02	Shared Use Bridge Option	Concept



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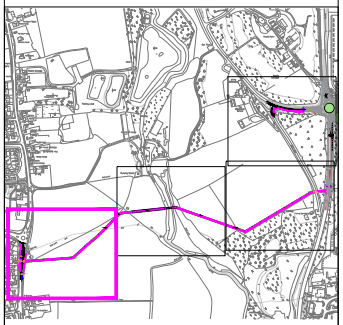
- Proposed shared use path
- Proposed cycle track
- Proposed footway
- Proposed vegetation clearance
- Proposed tactile paving



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DRAWING STATUS

Essex Highways

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DRAWING TITLE

SHARED USE ROUTE WEST SECTION

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STATUS CODE: CONCEPT

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BRINGWAY JACOBS

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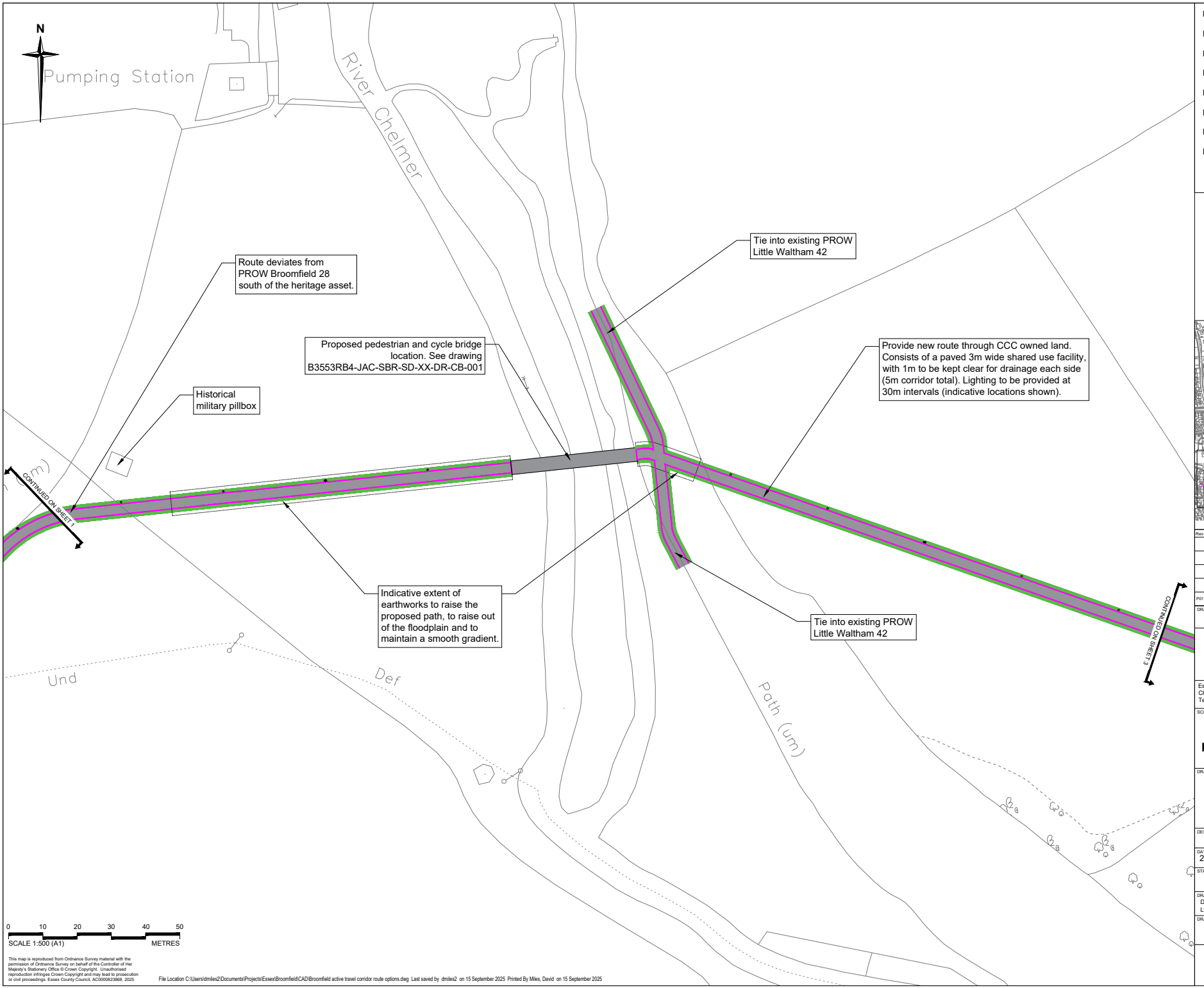

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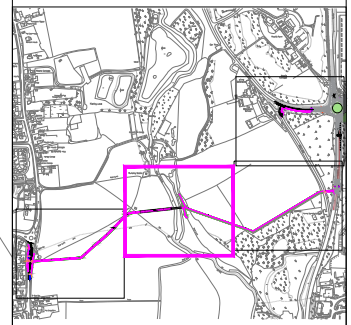

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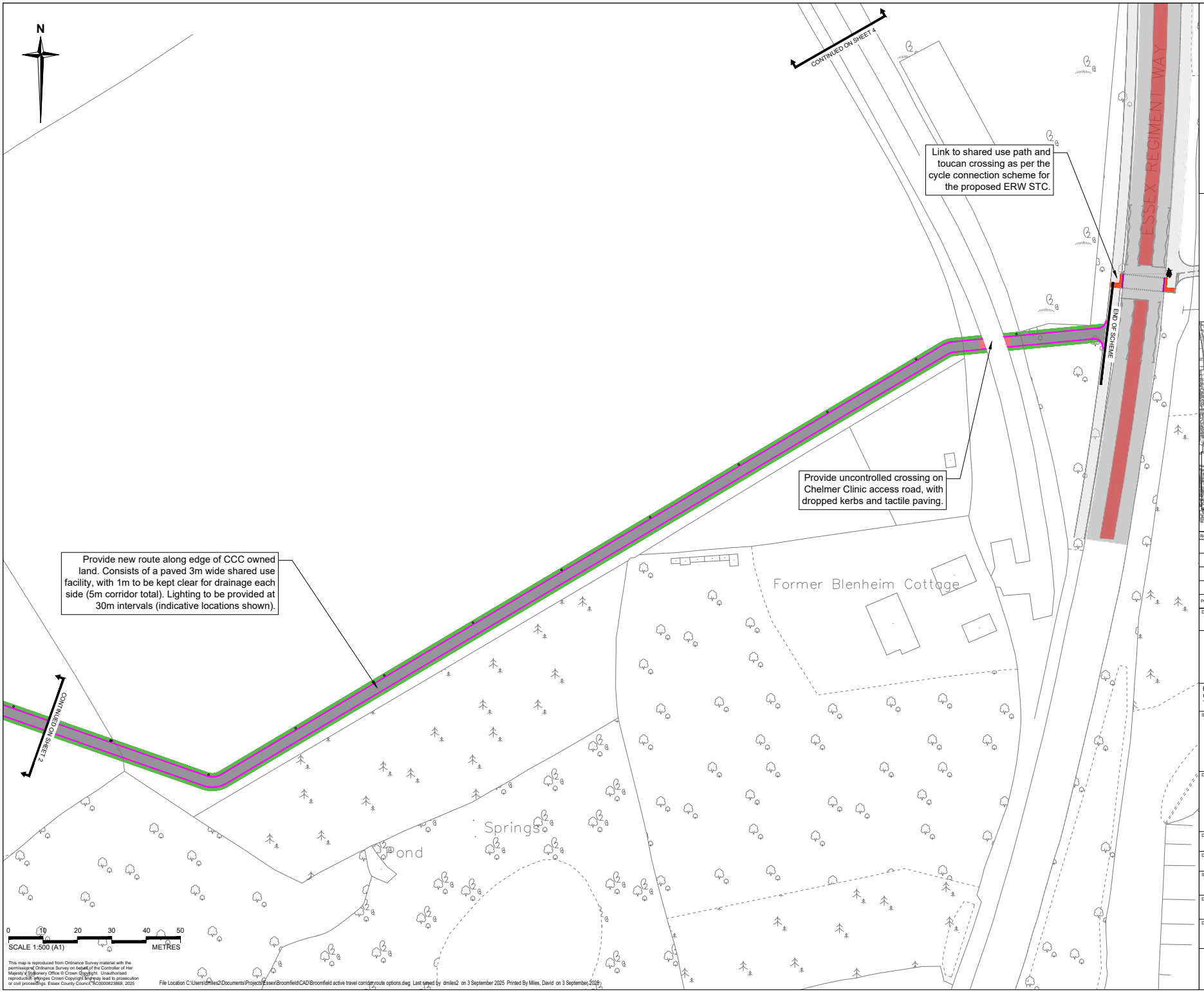

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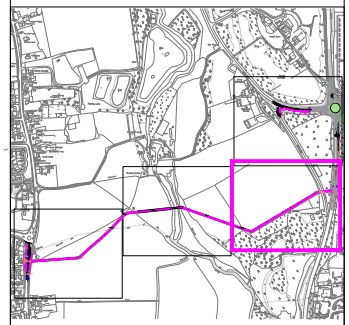

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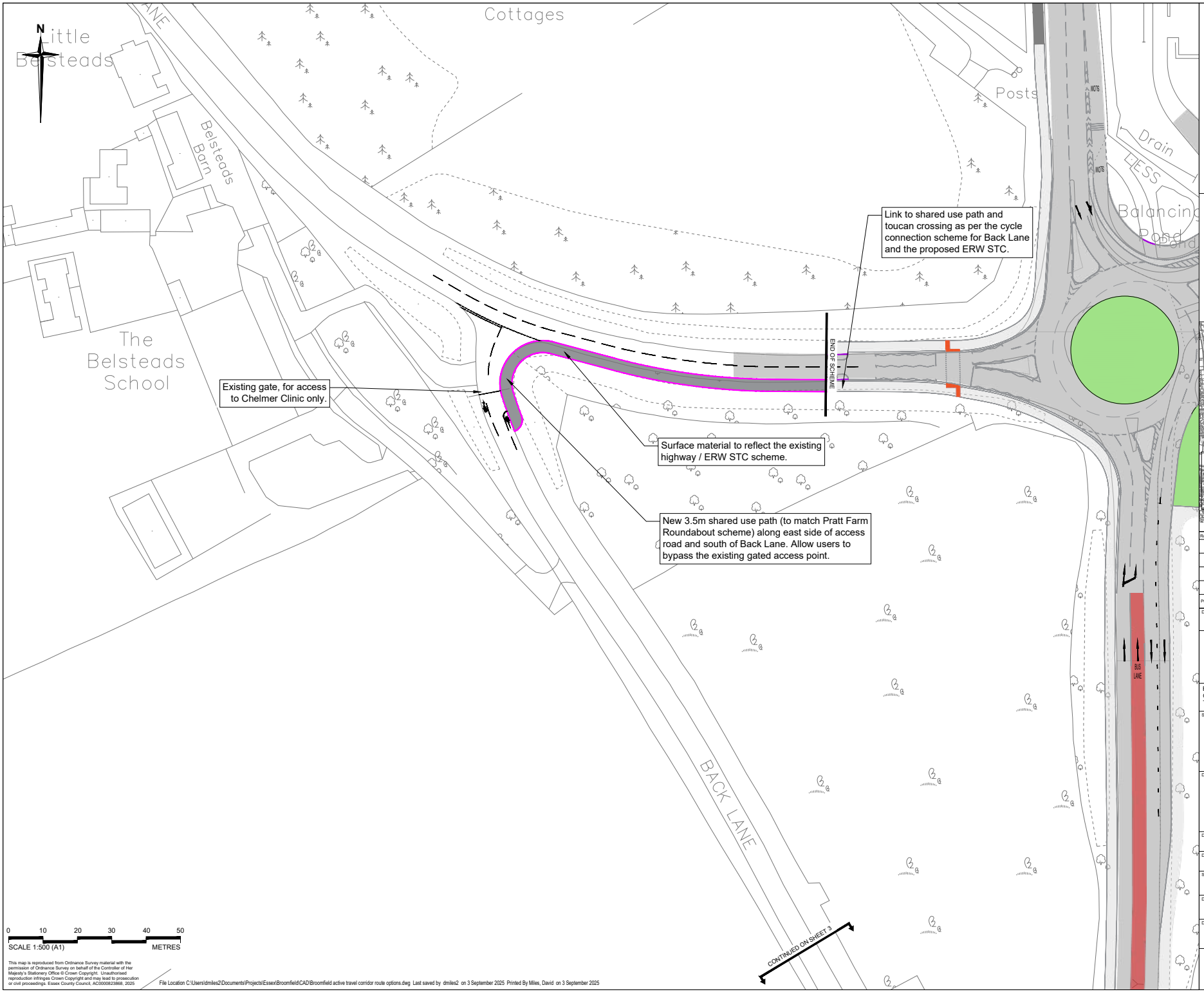

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REV: P01

DRAWING No.: B3553RB4-JAC-HGN-BF-DR-CH-0104

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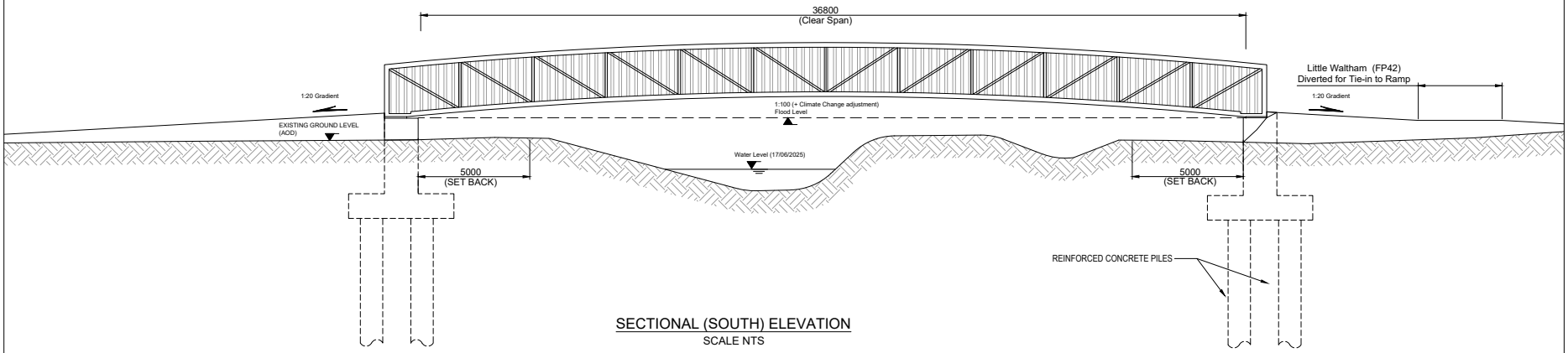
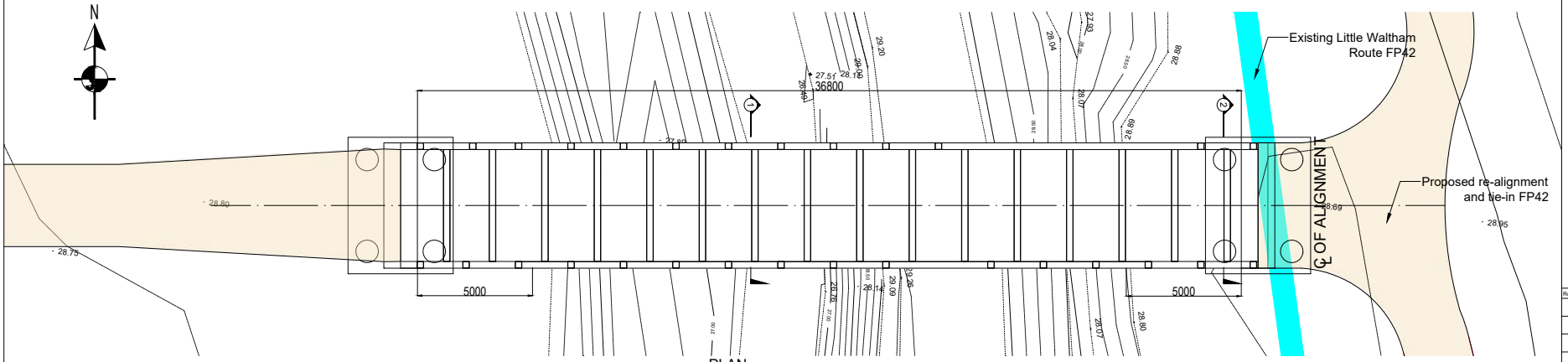
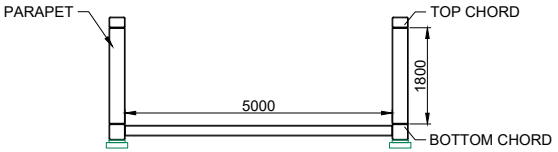
File Location C:\Users\dmiles2\Documents\Projects\Essex\Broomfield\CAD\Broomfield active travel corridor route options.dwg Last saved by dmiles2 on 3 September 2025 Printed By Miles, David on 3 September 2025



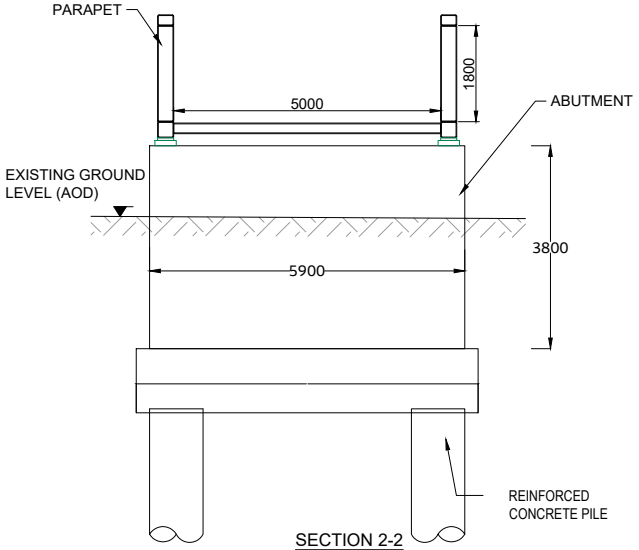
SECTIONAL (SOUTH) ELEVATION
SCALE NTS



PLAN
SCALE NTS



SECTION 1-1
SCALE NTS



SECTION 2-2
SCALE NTS

NOTES

1. The survey has been accurately positioned on the Ordnance Survey National Grid system using GNSS observations to the OS Active Network and the latest Ordnance Survey transformation (OSTN15/OSGM15).

2. All levels relate to Ordnance Survey Datum (Newlyn). Vertical control has been established using GNSS observations to the OS Active Network and the latest Ordnance Survey transformation (OSTN15/OSGM15).

3. True scale is shown and indicated by grid marks at 20m intervals.

4. Digital drawing is 3D AutoCAD .dwg file.

5. This model is a combination of survey detail captured by GNSS and UAS LiDAR technologies. Layer prefix UAS indicates data origin of the latter.

6. Topographical survey features which have been extracted from UAS point cloud data have a relative accuracy of 50mm.

Rev.	Date	Description of revision	Drawn	Checked	Review'd	Approv'd

DRAWING STATUS

Essex Highways

Essex Highways, Seax House, Victoria Road South,
Chelmsford, CM1 1QH.
Tel: 0345 6037631
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SCHEME TITLE
CHELMSFORD GARDEN COMMUNITY TO BROOMFIELD HOSPITAL ACTIVE TRAVEL ROUTE

DRAWING TITLE
SHARED USE BRIDGE OPTION

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
TL	LS	TL	AM	
DATE 10/09/2025	DATE 10/09/2025	DATE 10/09/25	DATE	DATE

STATUS CODE: CONCEPT
PROJECT STAGE:
DRAWING UNITS U.N.O.: DIMENSIONS IN MILLIMETRES, LEVELS IN METRES
SCALE AT A1 (841X594mm): N.T.S.
REV.: **P02**

DRAWING No.
B3553RB4-JAC-SBR-SD-XX-DR-CB-001

BALFOUR BEATTY VINCI
Essex County Council

Trees and shrubs with colourful foliage to be used to mark the entrance to the active travel route.

Consolidate existing confusing tactile paving by having shared use path continue through this area.

END OF SCHEME

Robust timber seating to be incorporated as rest stops along route (located at each of the main directional change nodes). Seating could incorporate a sculptural or natural-play element to increase functionality of the space for route users.

Upgrade PROW Broomfield 28 to a paved 3m wide shared use facility, with 1m to be kept clear for drainage each side (5m corridor total). Lighting to be provided at 30m intervals (indicative locations shown).

CONTINUES ON SHEET 2

Extend shared use path to the toucan crossing and beyond, to provide new link from the south.

Delineator between surface materials (shared use path and existing highway).

Introduce 4m wide toucan crossing.

Introduction of single, large-species tree at direction-change node point to help act as a visual wayfinding feature along route as well as provide shelter/shade and increase biodiversity.

Introduction of a small additional area off of the main travel route to provide a rest-point or interest point. Area to receive informal surfacing such as reinforced grass or gravel to help stop the space from wearing away to mud during wetter weather.
As well as seating, these rest points could include features that support and encourage the active travel route use, such as small bike repair stations or information boards.

END OF SCHEME

Totem features to be installed to indicate entrance to the route and provide wayfinding data.
Totem could also include an artwork/sculptural element; have a dual-function with habitat element; or provide a public service space such as community book library.

0 10 20 30 40 50
SCALE 1:500 (A1) METRES

Key:
- Road markings
- Proposed carriageway
- Proposed shared use path
- Proposed footway
- Proposed vegetation clearance
- Proposed tactile paving
- Addagrip Terrabound Resin Bound Gravel (Golden Tan)

Rev	Date	Description of revision	Drawn	Checked, Reviewed & Approved
P01	03/09/25	CONCEPT DESIGN	DM	AM AM

DRAWING STATUS

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SCHEME TITLE
CHELMSFORD GARDEN COMMUNITY TO BROOMFIELD HOSPITAL ACTIVE TRAVEL ROUTE

DRAWING TITLE
Outline landscape interventions
For discussion

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
DATE	DATE	DATE	DATE	DATE
		03/09/25		

STATUS CODE	PROJECT STAGE
CONCEPT	

DRAWING UNITS (UNO)	SCALE AT A1 (841x594mm)	REV
DIMENSIONS IN MILLIMETRES LEVELS IN METRES	1:500	P01

DRAWING No
B3553RB4-JAC-HGN-BF-DR-CH-0101

RINGWAY JACOBS Integrated expertise
Essex County Council

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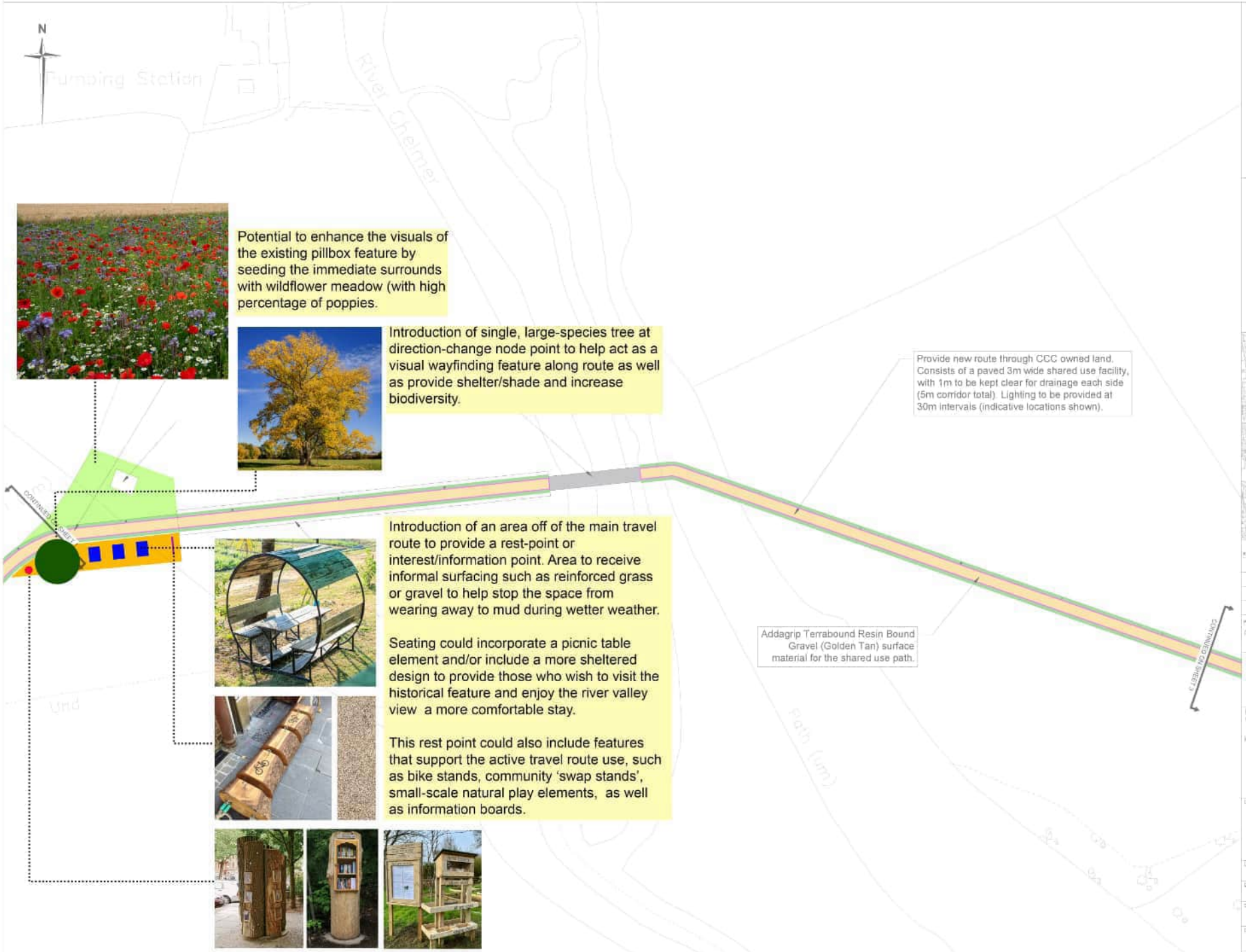

Potential to enhance the visuals of the existing pillbox feature by seeding the immediate surrounds with wildflower meadow (with high percentage of poppies.

Introduction of single, large-species tree at direction-change node point to help act as a visual wayfinding feature along route as well as provide shelter/shade and increase biodiversity.

Introduction of an area off of the main travel route to provide a rest-point or interest/information point. Area to receive informal surfacing such as reinforced grass or gravel to help stop the space from wearing away to mud during wetter weather.

Seating could incorporate a picnic table element and/or include a more sheltered design to provide those who wish to visit the historical feature and enjoy the river valley view a more comfortable stay.

This rest point could also include features that support the active travel route use, such as bike stands, community 'swap stands', small-scale natural play elements, as well as information boards.

Key:

- Road markings
- Proposed carriageway
- Proposed shared use path
- Proposed footway
- Proposed vegetation clearance
- Proposed tactile paving
- Addagrip Terrabound Resin Bound Gravel (Golden Tan)

Rev	Date	Description of revision	Drawn	Checked	Reviewed	Approved
P01	03/09/25	CONCEPT DESIGN	DM	AM	AM	

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ROADS TITLE

CHELMSFORD GARDEN COMMUNITY TO BROOMFIELD HOSPITAL ACTIVE TRAVEL ROUTE

DRAWING TITLE

Outline landscape interventions
For discussion

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
DATE	DATE	DATE	DATE	DATE

03/09/25

STATUS CODE: CONCEPT

PROJECT STAGE:

DRAWING UNITS D.N.O.: DIMENSIONS IN MILLIMETRES LEVELS IN METRES

SCALE AT A1 (UNLESS OTHERWISE SPECIFIED): 1:500

REV.: P01

DRAWING No.: B3553RB4-JAC-HGN-BF-DR-CH-0102

RINGWAY JACOBS

Essex County Council

Similar treatment of the entrance as on the eastern side - trees and shrubs with colourful foliage in various seasons.

Introduction of hedge and tree planting at direction-change node point to help act as a visual wayfinding feature along route as well as provide shelter/shade and increase biodiversity.

Totem features to be installed to indicate entrance to the route and provide wayfinding data.
Totem could also include an artwork/sculptural element; have a dual-function with habitat element; or provide a public service space such as community book library.

Node point to include a small selection of low/no maintenance natural play elements and information boards, focused on biodiversity exploration and learning

Mulch ground cover

Robust timber seating to be incorporated as rest stops along route (located at each of the main directional change nodes). Seating could incorporate a sculptural or natural-play element to increase functionality of the space for route

Key

- Road markings
- Proposed carriageway
- Proposed shared use path
- Proposed footway
- Proposed vegetation clearance
- Proposed tactile paving
- Addagrip Terrabound Resin Bound Gravel (Golden Tan)

Rev	Date	Description of revision	Drawn	Checked, Reviewed & Approved
P01	260825	CONCEPT ISSUE	DM	AM AM

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CHELMSFORD GARDEN COMMUNITY TO BROOMFIELD HOSPITAL ACTIVE TRAVEL ROUTE

Outline landscape interventions
For discussion

DESIGNED	DRAWN	CHECKED	REVIEWED	APPROVED
DATE	DATE	DATE	DATE	DATE

03/09/25

STATUS CODE	PROJECT STAGE
CONCEPT	

DRAWING UNITS (A1)	SCALE AT A1 (841x594mm)	REV
DIMENSIONS IN MILLIMETRES LEVELS IN METRES	1:500	P01

DRAWING No.
B3553RB4-JAC-HGN-BF-DR-CH-0103

RINGWAY JACOBS
Integrated expertise

Essex County Council

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Appendix B. Cost Estimate

In line with the designs, the cost estimate has been broken down into the following Sections:

- Section A – Main Road improvements.
- Section B – Route from Main Road to Back Lane (Excluding Placemaking & Landscaping costs).
- Section C – Bridge included in the route from Main Road to Back Lane.
- Section D – Back Lane improvements.
- Section E – Isolated Placemaking & Landscaping costs.

Total		Section A	Section B & C	Section D	Section E	Total
Highway Works		**(£)**	**(£)**	**(£)**	**(£)**	**(£)**
1	Preliminaries	77,557	684,179	38,348	81,025	881,109
2	Roadworks	155,114	888,448	76,695	202,563	1,322,820
3	Structures (Bridges, etc.)	N/A	822,000	N/A	N/A	822,000
4	Structures (Retaining walls etc.)	N/A	N/A	N/A	N/A	N/A
5	Miscellaneous	N/A	N/A	N/A	N/A	N/A
6	Accommodation Works	Excluded	Excluded	Excluded	Excluded	Excluded
7	Facilitating Works	Excluded	Excluded	Excluded	Excluded	Excluded
	Sub-Total (A)	**232,671**	**2,394,627**	**115,043**	**283,588**	**3,025,929**
Statutory Undertakers Works						
8	Statutory Undertakers Works	46,534	478,925	23,009	56,718	605,186
	Sub-Total (B)	**279,205**	**2,873,552**	**138,052**	**340,306**	**3,631,115**
Project / Design Team Fees						
9	Project / Design Team Fees	60,494	622,603	29,911	73,733	786,741
Other Development / Project Costs						
10	Other Development / Project Costs	Excluded	Excluded	Excluded	Excluded	Excluded
	Sub-Total (C)	**339,699**	**3,496,155**	**167,963**	**414,039**	**4,417,856**
Inflation						
11	Inflation	38,272	393,895	18,924	46,648	497,739
	Sub-Total (D)	**377,971**	**3,890,050**	**186,887**	**460,687**	**4,915,595**
Risk						
12	Risk	151,189	1,556,020	74,754	184,274	1,966,237
	Total (Excl. VAT)	**529,160**	**5,446,070**	**261,641**	**644,961**	**6,881,832**

Note: Base date of this estimate is 3rd Quarter 2025 and has an accuracy level of -20% to +30%.

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
01 Preliminaries					
01.01	**Main Contractor Preliminaries**				
01	Allowance for Main Contractor's preliminaries	35	%	155,114.00	54,290
02	Allowance for Traffic Management	15	%	155,114.00	23,267
	01 Preliminaries Subtotal				**77,557**
02 Roadworks					
02.01	**Roadworks General**				
02.01.200	Site Clearance				
	200 Site Clearance				
01	General site clearance	0.169	ha	15,000.00	2,535
	Take Up or Down and Set Aside for Re-use or Remove to Store or Tip off Site				
02	Allowance for take up or down and remove to tip off site (kerbs, tactile paving, signs, lighting columns, etc.)	1	item	7,000.00	7,000
	Site Clearance Subtotal				**9,535**
02.01.300	300 Fencing				
	None				
	Fencing Subtotal				**N/A**
02.01.400	400 Road Restraint Systems (Vehicle and Pedestrian)				
	None				
	Road Restraint Systems (Vehicle and Pedestrian) Subtotal				**N/A**
02.01.600	600 Earthworks				
	Excavation				
01	Excavation of acceptable material Class 5A	40	m3	34.00	1,360
02	Excavation of acceptable material excluding Class 5A in cutting and other excavation	125	m3	34.00	4,250
	Excavation in Hard Material				
03	Extra over excavation for excavation of hard material in cutting and other excavation	31	m3	65.00	2,015
	Disposal of Material				
04	Disposal of acceptable material Class 5A	40	m3	45.00	1,800
05	Disposal of acceptable material excluding Class 5A	125	m3	45.00	5,625
	Imported Fill				
06	Imported topsoil Class 5B	8	m3	42.00	336
	Soft Spots and Other Voids				
07	Excavation of soft spots and other voids	1	m3	90.00	90
08	Filling of soft spots and other voids	1	m3	90.00	90
	Topsoiling and Storage of Topsoil				
09	Topsoiling average 150mm thick	54	m2	4.50	243

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
02 Roadworks					*(Continued)*
	Completion of formation and sub-formation				
10	Completion of formation on material other than Class 1C, 6B or rock in cuttings	570	m2	2.00	1,140
	Earthworks Subtotal				**16,949**
02.02 to 02.04	**Main Carriageway, Interchanges and Side Roads**				
02.02 to 04.500	500 Drainage and Service Ducts				
	None				
	Drainage and Service Ducts Subtotal				**N/A**
02.02.700	700 Pavements				
	None				
	Pavements Total				**N/A**
02.02.1100	1100 Kerbs, Footways and Paved Areas				
	Kerbs, Channels, Edgings, Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems				
01	Precast concrete kerb laid straight or curved	35	m	52.00	1,820
02	Precast concrete dropped kerb laid straight or curved	13	m	50.00	650
03	Precast concrete transition kerb laid straight or curved	9	m	80.00	720
04	Precast concrete edging laid straight or curved	308	m	30.00	9,240
	Footways and Paved Areas				
05	Footways comprising 25mm thick AC6 dense surf 100/150 surface course, 100mm thick AC10 dense bin 100/150 rec binder course and 150mm thick Type 1 unbound mixture sub-base (Shared path)	548	m2	60.00	32,880
06	400 mm x 400 mm x 65 mm thick precast concrete buff or red tactile paving slabs in paved area on Type 1 unbound mixture sub-base 150mm thick, C16/20 low strength concrete (wet lean) base course 150mm thick and dry mix mortar bedding laying course 35mm thick	22	m2	190.00	4,180
07	Allowance for tie-in	8	m	100.00	800
	Kerbs, Footways and Paved Areas Subtotal				**50,290**
02.05	**Signs, Motorway Communications and Lighting**				
02.05.1200	1200 Traffic Signs and Road Markings				
	Traffic Signs				
01	Allowance for traffic signs (based on a cost per m2 of proposed shared path)	1	Item	1,100.00	1,100
	Road Markings				
02	Allowance for road markings	1	Item	1,700.00	1,700
	Traffic Signal Installations				
03	Allowance for permanent controlled crossing (Toucan Crossing)	1	no	75,000.00	75,000
	Traffic Signs and Road Markings Subtotal				**77,800**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
02 Roadworks					*(Continued)*
02.05.1300	1300 Road Lighting Columns, Brackets and CCTV Masts				
	None				
	Road Lighting Columns, Brackets and CCTV Masts Subtotal				**N/A**
02.05.1400	1400 Electrical Works for Road Lighting and Traffic Signs				
	None				
	Electrical Work for Road Lighting and Traffic Signs Subtotal				**N/A**
02.05.1500	1500 Motorway Communications				
	None				
	Motorway Communications Subtotal				**N/A**
02.06	**Landscape and Ecology**				
02.06.3000	3000 Landscape and Ecology				
	Ground Preparation and Cultivation				
01	Ground preparation and cultivation	54	m2	7.50	405
	Seeding and Turfing				
02	Amenity grass seeding	54	m2	2.50	135
	Landscape Maintenance / Aftercare				
03	Allowance for landscape maintenance / aftercare				Excluded
	Landscape and Ecology Subtotal				**540**
	02 Roadworks Subtotal				**155,114**
03 Structures (Bridges, Viaducts, etc.)					
	None				
	03 Structures (Bridges, Viaducts, etc.) Subtotal				**N/A**
04 Structures (Retaining wall, culverts, subways, etc.)					
	None				
	04 Structures (Retaining wall, culverts, subways, etc.) Subtotal				**N/A**
05 Miscellaneous					
	None				
	05 Miscellaneous Subtotal				**Excluded**
06 Accommodation Works					
	None				
	06 Accommodation Works Subtotal				**Excluded**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
07 Facilitating Works					
	None				
	07 Facilitating Works Subtotal				**Excluded**
08 Statutory Undertakers Works					
08.01	**Statutory Undertakers Works**				
01	Allowance for statutory diversions works	20	%	232,671.00	46,534
	08 Statutory Undertakers Works Subtotal				**46,534**
09 Project / Design Team Fees					
09.01	**Project / Design Team Fees**				
01	Allowance for Client project & design team fees (including fees spent to date) (% of Highway Works)	20	%	232,671.00	46,534
09.02	**Client Construction Supervision Costs**				
01	Allowance for Client construction management & site supervision costs (% of Highway Works)	6	%	232,671.00	13,960
	09 Project / Design Team Fees Subtotal				**60,494**
10 Other Development / Project Costs					
10.01	**Other Development / Project Costs**				
01	Client contract administration costs		%		Excluded
02	Land acquisition costs		item		Excluded
	10 Other Development / Project Costs Subtotal				**Excluded**
11 Inflation					
11.01	**Tender Inflation**				
01	Inflationary price increase during the period from the estimate base date (3Q25) to the date of tender return (2Q27).	9.01	%	339,699.00	30,607
11.02	**Construction Inflation**				
01	Inflationary price increase during the period from the date of tender return (2Q27) to the mid-point of the construction period (3Q27).	2.07	%	370,306.00	7,665
	11 Inflation Subtotal				**38,272**
12 Risk					
12.01	**Risk (Design, Construction & Client Risk)**				
01	Allowance for Risk	40	%	377,972.00	151,189
12.02	**Optimism Bias**				
01	Optimism Bias for Roadworks plus % add-on items		%		Excluded
02	Optimism Bias for Structures plus % add-on items		%		Excluded
	12 Risk Subtotal				**151,189**
13 VAT					
13.01	**VAT**				
01	Allowance for VAT		%		Excluded
	13 VAT Subtotal				**Excluded**
	Section A Total				**529,161**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
01 Preliminaries					
01.01	**Main Contractor Preliminaries**				
01	Allowance for Main Contractor's preliminaries	35	%	1,710,448.00	598,657
02	Allowance for Traffic Management	5	%	1,710,448.00	85,522
	01 Preliminaries Subtotal				**684,179**
02 Roadworks					
02.01	**Roadworks General**				
02.01.200	Site Clearance				
	200 Site Clearance				
01	General site clearance	0.988	ha	15,000.00	14,820
	Take Up or Down and Set Aside for Re-use or Remove to Store or Tip off Site				
02	Allowance for take up or down and remove to tip off site (kerbs, signs, lighting columns, etc.)	1	item	250.00	250
	Site Clearance Subtotal				**15,070**
02.01.300	300 Fencing				
	None				
	Fencing Subtotal				**N/A**
02.01.400	400 Road Restraint Systems (Vehicle and Pedestrian)				
	None				
	Road Restraint Systems (Vehicle and Pedestrian) Subtotal				**N/A**
02.01.600	600 Earthworks				
	Excavation				
01	Excavation of acceptable material Class 5A	776	m3	34.00	26,384
02	Excavation of acceptable material excluding Class 5A in cutting and other excavation	196	m3	34.00	6,664
	Disposal of Material				
03	Disposal of acceptable material Class 5A	776	m3	45.00	34,920
04	Disposal of acceptable material excluding Class 5A	196	m3	45.00	8,820
	Imported Fill				
05	Imported acceptable material Class 1 in embankments (Approaches to bridge)	1,815	m3	35.00	63,525
06	Imported topsoil Class 5B	332	m3	42.00	13,944
	Compaction of fill				
07	Compaction of acceptable material in embankments and other areas of fill (Excluding Class 4 and 5B materials)	1,815	m3	6.50	11,798
	Soft Spots and Other Voids				
08	Excavation of soft spots and other voids	2	m3	90.00	180
09	Filling of soft spots and other voids	2	m3	90.00	180

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
02 Roadworks					*(Continued)*
	Topsoiling and Storage of Topsoil				
10	Topsoiling average 150mm thick	2,211	m2	4.50	9,950
	Completion of formation and sub-formation				
11	Completion of formation on material other than Class 1C, 6B or rock in cuttings	3,331	m2	2.00	6,662
	Earthworks Subtotal				**183,026**
02.02 to 02.04	**Main Carriageway, Interchanges and Side Roads**				
02.02 to 04.500	500 Drainage and Service Ducts				
	None				
	Drainage and Service Ducts Subtotal				**-**
02.02.700	700 Pavements				
	None				
	Pavements Total				**-**
02.02.1100	1100 Kerbs, Footways and Paved Areas				
	Kerbs, Channels, Edgings, Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems				
01	Precast concrete dropped kerb laid straight or curved	4	m	50.00	200
02	Precast concrete transition kerb laid straight or curved	4	m	80.00	320
03	Precast concrete edging laid straight or curved	2,216	m	30.00	66,480
	Footways and Paved Areas				
04	Footways comprising 16mm thick Addagrip Terrabound Gravel surface course, 50mm thick AC10 dense bin 100/150 rec binder course and 150mm thick Type 1 unbound mixture sub-base (Shared path)	3,327	m2	116.00	385,932
05	400 mm x 400 mm x 65 mm thick precast concrete buff or red tactile paving slabs in paved area on Type 1 unbound mixture sub-base 150mm thick, C16/20 low strength concrete (wet lean) base course 150mm thick and dry mix mortar bedding laying course 35mm thick	4	m2	190.00	760
	Kerbs, Footways and Paved Areas Subtotal				**453,692**
02.05	**Signs, Motorway Communications and Lighting**				
02.05.1200	1200 Traffic Signs and Road Markings				
	Traffic Signs				
01	Allowance for traffic signs (based on a cost per m2 of proposed shared path)	1	Item	6,650.00	6,650
	Traffic Signs and Road Markings Subtotal				**6,650**
02.05.1300	1300 Road Lighting Columns, Brackets and CCTV Masts				
	Road Lighting Columns				
01	Allowance for Road Lighting Columns	33	no	3,850.00	127,050

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
02 Roadworks					*(Continued)*
	Road Lighting Columns, Brackets and CCTV Masts Subtotal				**127,050**
02.05.1400	1400 Electrical Works for Road Lighting and Traffic Signs				
	Electrical Works For Road Lighting				
01	Allowance for associated electrical works for road lighting	33	no	1,500.00	49,500
02	Allowance for DNO Connections, Transfers & Disconnections	33	no	950.00	31,350
	Electrical Work for Road Lighting and Traffic Signs Subtotal				**80,850**
02.05.1500	1500 Motorway Communications				
	None				
	Motorway Communications Subtotal				**N/A**
02.06	**Landscape and Ecology**				
02.06.3000	3000 Landscape and Ecology				
	Ground Preparation and Cultivation				
01	Ground preparation and cultivation	2,211	m2	7.50	16,583
	Seeding and Turfing				
02	Amenity grass seeding	2,211	m2	2.50	5,528
	Landscape Maintenance / Aftercare				
03	Allowance for landscape maintenance / aftercare				Excluded
	Landscape and Ecology Subtotal				**22,110**
	02 Roadworks Subtotal				**888,448**
03 Structures (Bridges, Viaducts, etc.)					
03.01	**Steel Composite Footbridge**				
03.01.01	Special Preliminaries				
01	Allowance for construction of temporary access road and lay down area.	1	item	270,000.00	270,000
03.02.01	Fabrication and erection				
01	Fabrication and erection of Steel Composite Footbridge.	184	m2	3,000.00	552,000
	Footbridge Subtotal				**822,000**
	03 Structures (Bridges, Viaducts, etc.) Subtotal				**822,000**
04 Structures (Retaining wall, culverts, subways, etc.)					
	None				
	04 Structures (Retaining wall, culverts, subways, etc.) Subtotal				**N/A**
05 Miscellaneous					
	None				

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
05 Miscellaneous					*(Continued)*
	05 Miscellaneous Subtotal				**Excluded**
06 Accommodation Works					
	None				
	06 Accommodation Works Subtotal				**Excluded**
07 Facilitating Works					
	None				
	07 Facilitating Works Subtotal				**Excluded**
08 Statutory Undertakers Works					
08.01	**Statutory Undertakers Works**				
01	Allowance for statutory diversions works	20	%	2,394,627.00	478,925
	08 Statutory Undertakers Works Subtotal				**478,925**
09 Project / Design Team Fees					
09.01	**Project / Design Team Fees**				
01	Allowance for Client project & design team fees (including fees spent to date) (% of Highway Works)	20	%	2,394,627.00	478,925
09.02	**Client Construction Supervision Costs**				
01	Allowance for Client construction management & site supervision costs (% of Highway Works)	6	%	2,394,627.00	143,678
	09 Project / Design Team Fees Subtotal				**622,603**
10 Other Development / Project Costs					
10.01	**Other Development / Project Costs**				
01	Client contract administration costs		%		Excluded
02	Land acquisition costs		item		Excluded
	10 Other Development / Project Costs Subtotal				**Excluded**
11 Inflation					
11.01	**Tender Inflation**				
01	Inflationary price increase during the period from the estimate base date (3Q25) to the date of tender return (2Q27).	9.01	%	3,496,155.00	315,004
11.02	**Construction Inflation**				
01	Inflationary price increase during the period from the date of tender return (2Q27) to the mid-point of the construction period (3Q27).	2.07	%	3,811,159.00	78,891
	11 Inflation Subtotal				**393,895**
12 Risk					
12.01	**Risk (Design, Construction & Client Risk)**				
01	Allowance for Risk	40	%	3,890,050.00	1,556,020
12.02	**Optimism Bias**				
01	Optimism Bias for Roadworks plus % add-on items		%		Excluded
02	Optimism Bias for Structures plus % add-on items		%		Excluded
	12 Risk Subtotal				**1,556,020**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
13 VAT					
13.01	**VAT**				
01	Allowance for VAT		%		Excluded
	13 VAT Subtotal				**Excluded**
	Section B & C Total				**5,446,070**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
01 Preliminaries					
01.01	**Main Contractor Preliminaries**				
01	Allowance for Main Contractor's preliminaries	35	%	76,695.00	26,843
02	Allowance for Traffic Management	15	%	76,695.00	11,504
	01 Preliminaries Subtotal				**38,348**
02 Roadworks					
02.01	**Roadworks General**				
02.01.200	Site Clearance				
	200 Site Clearance				
01	General site clearance	0.100	ha	15,000.00	1,500
	Take Up or Down and Set Aside for Re-use or Remove to Store or Tip off Site				
02	Allowance for take up or down and remove to tip off site (kerbs, signs, lighting columns, etc.)	1	item	4,500.00	4,500
	Site Clearance Subtotal				**6,000**
02.01.300	300 Fencing				
	None				
	Fencing Subtotal				**N/A**
02.01.400	400 Road Restraint Systems (Vehicle and Pedestrian)				
	None				
	Road Restraint Systems (Vehicle and Pedestrian) Subtotal				**N/A**
02.01.600	600 Earthworks				
	Excavation				
01	Excavation of acceptable material Class 5A	47	m3	34.00	1,598
02	Excavation of acceptable material excluding Class 5A in cutting and other excavation	52	m3	34.00	1,768
	Excavation in Hard Material				
03	Extra over excavation for excavation of hard material in cutting and other excavation	20	m3	65.00	1,300
	Disposal of Material				
04	Disposal of acceptable material Class 5A	47	m3	45.00	2,115
05	Disposal of acceptable material excluding Class 5A	52	m3	45.00	2,340
	Soft Spots and Other Voids				
06	Excavation of soft spots and other voids	1	m3	90.00	90
07	Filling of soft spots and other voids	1	m3	90.00	90
	Completion of formation and sub-formation				
08	Completion of formation on material other than Class 1C, 6B or rock in cuttings	396	m2	2.00	792
	Earthworks Subtotal				**10,093**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
02 Roadworks					*(Continued)*
02.02 to 02.04	**Main Carriageway, Interchanges and Side Roads**				
02.02 to 04.500	500 Drainage and Service Ducts				
	None				
	Drainage and Service Ducts Subtotal				**N/A**
02.02.700	700 Pavements				
	None				
	Pavements Total				**N/A**
02.02.1100	1100 Kerbs, Footways and Paved Areas				
	Kerbs, Channels, Edgings, Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems				
01	Precast concrete kerb laid straight or curved	111	m	52.00	5,772
02	Precast concrete dropped kerb laid straight or curved	5	m	50.00	250
03	Precast concrete transition kerb laid straight or curved	2	m	80.00	160
04	Precast concrete edging laid straight or curved	117	m	30.00	3,510
	Footways and Paved Areas				
05	Footways comprising 25mm thick AC6 dense surf 100/150 surface course, 100mm thick AC10 dense bin 100/150 rec binder course and 150mm thick Type 1 unbound mixture sub-base (Shared path)	396	m2	60.00	23,760
	Kerbs, Footways and Paved Areas Subtotal				**33,452**
02.05	**Signs, Motorway Communications and Lighting**				
02.05.1200	1200 Traffic Signs and Road Markings				
	Traffic Signs				
01	Allowance for traffic signs (based on a cost per m2 of proposed shared path)	1	Item	800.00	800
	Road Markings				
02	Allowance for road markings	1	Item	1,150.00	1,150
	Traffic Signs and Road Markings Subtotal				**1,950**
02.05.1300	1300 Road Lighting Columns, Brackets and CCTV Masts				
	Road Lighting Columns				
01	Allowance for Road Lighting Columns	4	no	3,850.00	15,400
	Road Lighting Columns, Brackets and CCTV Masts Subtotal				**15,400**
02.05.1400	1400 Electrical Works for Road Lighting and Traffic Signs				
	Electrical Works For Road Lighting				
01	Allowance for associated electrical works for road lighting	4	no	1,500.00	6,000

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
02 Roadworks					*(Continued)*
02	Allowance for DNO Connections, Transfers & Disconnections	4	no	950.00	3,800
	Electrical Work for Road Lighting and Traffic Signs Subtotal				**9,800**
02.05.1500	1500 Motorway Communications				
	None				
	Motorway Communications Subtotal				**N/A**
02.06	**Landscape and Ecology**				
02.06.3000	3000 Landscape and Ecology				
	None				Excluded
	Landscape and Ecology Subtotal				**N/A**
	02 Roadworks Subtotal				**76,695**
03 Structures (Bridges, Viaducts, etc.)					
	None				
	03 Structures (Bridges, Viaducts, etc.) Subtotal				**N/A**
04 Structures (Retaining wall, culverts, subways, etc.)					
	None				
	04 Structures (Retaining wall, culverts, subways, etc.) Subtotal				**N/A**
05 Miscellaneous					
	None				
	05 Miscellaneous Subtotal				**Excluded**
06 Accommodation Works					
	None				
	06 Accommodation Works Subtotal				**Excluded**
07 Facilitating Works					
	None				
	07 Facilitating Works Subtotal				**Excluded**
08 Statutory Undertakers Works					
08.01	**Statutory Undertakers Works**				
01	Allowance for statutory diversions works	20	%	115,043.00	23,009
	08 Statutory Undertakers Works Subtotal				**23,009**
09 Project / Design Team Fees					
09.01	**Project / Design Team Fees**				
01	Allowance for Client project & design team fees (including fees spent to date) (% of Highway Works)	20	%	115,043.00	23,009
09.02	**Client Construction Supervision Costs**				
01	Allowance for Client construction management & site supervision costs (% of Highway Works)	6	%	115,043.00	6,903

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
09 Project / Design Team Fees					*(Continued)*
	09 Project / Design Team Fees Subtotal				**29,911**
10 Other Development / Project Costs					
10.01	**Other Development / Project Costs**				
01	Client contract administration costs		%		Excluded
02	Land acquisition costs		item		Excluded
	10 Other Development / Project Costs Subtotal				**Excluded**
11 Inflation					
11.01	**Tender Inflation**				
01	Inflationary price increase during the period from the estimate base date (3Q25) to the date of tender return (2Q27).	9.01	%	167,963.00	15,133
11.02	**Construction Inflation**				
01	Inflationary price increase during the period from the date of tender return (2Q27) to the mid-point of the construction period (3Q27).	2.07	%	183,096.00	3,790
	11 Inflation Subtotal				**18,924**
12 Risk					
12.01	**Risk (Design, Construction & Client Risk)**				
01	Allowance for Risk	40	%	186,886.00	74,754
12.02	**Optimism Bias**				
01	Optimism Bias for Roadworks plus % add-on items		%		Excluded
02	Optimism Bias for Structures plus % add-on items		%		Excluded
	12 Risk Subtotal				**74,754**
13 VAT					
13.01	**VAT**				
01	Allowance for VAT		%		Excluded
	13 VAT Subtotal				**Excluded**
	Section D Total				**261,640**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
01 Preliminaries					
01.01	**Main Contractor Preliminaries**				
01	Allowance for Main Contractor's preliminaries	35	%	202,563.00	70,897
02	Allowance for Traffic Management	5	%	202,563.00	10,128
	01 Preliminaries Subtotal				**81,025**
02 Roadworks					
02.01	**Roadworks General**				
02.01.200	Site Clearance				
	200 Site Clearance				
01	General site clearance	0.145	ha	15,000.00	2,175
	Site Clearance Subtotal				**2,175**
02.01.300	300 Fencing				
	None				
	Fencing Subtotal				**N/A**
02.01.400	400 Road Restraint Systems (Vehicle and Pedestrian)				
	None				
	Road Restraint Systems (Vehicle and Pedestrian) Subtotal				**N/A**
02.01.600	600 Earthworks				
	Excavation				
01	Excavation of acceptable material Class 5A	208	m3	34.00	7,072
02	Excavation of acceptable material excluding Class 5A in cutting and other excavation	86	m3	34.00	2,924
	Disposal of Material				
03	Disposal of acceptable material Class 5A	208	m3	45.00	9,360
04	Disposal of acceptable material excluding Class 5A	86	m3	45.00	3,870
	Imported Fill				
05	Imported topsoil Class 5B	95	m3	42.00	3,990
	Geotextiles				
07	Geotextile (Mulch area)	436	m2	1.50	654
	Soft Spots and Other Voids				
08	Excavation of soft spots and other voids	1	m3	90.00	90
09	Filling of soft spots and other voids	1	m3	90.00	90
	Topsoiling and Storage of Topsoil				
10	Topsoiling average 150mm thick	632	m2	4.50	2,844
	Completion of formation and sub-formation				
11	Completion of formation on material other than Class 1C, 6B or rock in cuttings	317	m2	2.00	634
	Earthworks Subtotal				**31,528**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
02 Roadworks					*(Continued)*
02.02 to 02.04	**Main Carriageway, Interchanges and Side Roads**				
02.02 to 04.500	500 Drainage and Service Ducts				
	None				
	Drainage and Service Ducts Subtotal				**N/A**
02.02.700	700 Pavements				
	None				
	Pavements Total				**N/A**
02.02.1100	1100 Kerbs, Footways and Paved Areas				
	Kerbs, Channels, Edgings, Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems				
01	Precast concrete edging laid straight or curved	399	m	30.00	11,970
	Footways and Paved Areas				
02	Footways comprising 16mm thick Addagrip Terrabound Gravel surface course, 50mm thick AC10 dense bin 100/150 rec binder course and 150mm thick Type 1 unbound mixture sub-base (Landscaped area)	317	m2	116.00	36,772
	Street Furniture				
03	Allowance for Benches	1	Item	5,700.00	5,700
04	Allowance for Picnic Benches	1	Item	8,550.00	8,550
05	Allowance for Bike Repair Station	1	Item	1,750.00	1,750
06	Allowance for Timber Bike Stands	1	Item	13,300.00	13,300
07	Allowance for Litter Bins	1	Item	3,600.00	3,600
08	Allowance for Wayfinding Totems	1	Item	4,500.00	4,500
09	Allowance for Stepping Logs	1	Item	2,500.00	2,500
10	Allowance for Play / Learning Areas	1	Item	25,000.00	25,000
11	Allowance for Sensory Trail	1	Item	5,000.00	5,000
	Kerbs, Footways and Paved Areas Subtotal				**118,642**
02.05	**Signs, Motorway Communications and Lighting**				
02.05.1200	1200 Traffic Signs and Road Markings				
	None				
	Traffic Signs and Road Markings Subtotal				**N/A**
02.05.1300	1300 Road Lighting Columns, Brackets and CCTV Masts				
	None				
	Road Lighting Columns, Brackets and CCTV Masts Subtotal				**N/A**

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
02 Roadworks					*(Continued)*
02.05.1400	1400 Electrical Works for Road Lighting and Traffic Signs				
	None				
	Electrical Work for Road Lighting and Traffic Signs Subtotal				**N/A**
02.05.1500	1500 Motorway Communications				
	None				
	Motorway Communications Subtotal				**N/A**
02.06	**Landscape and Ecology**				
02.06.3000	3000 Landscape and Ecology				
	Seeding and Turfing				
01	Wildflower seeding	545	m2	2.50	1,363
	Planting				
02	Trees (Semi mature)	15	no	500.00	7,500
03	Trees (Mature)	2	no	750.00	1,500
04	Hedgerow	70	m	15.00	1,050
05	Shrubs	87	m2	175.00	15,225
	Mulching				
06	Organic mulching (300mm depth)	131	m3	180.00	23,580
	Landscape Maintenance / Aftercare				
07	Allowance for landscape maintenance / aftercare				Excluded
	Landscape and Ecology Subtotal				**50,218**
	02 Roadworks Subtotal				**202,563**
03 Structures (Bridges, Viaducts, etc.)					
	None				
	03 Structures (Bridges, Viaducts, etc.) Subtotal				**N/A**
04 Structures (Retaining wall, culverts, subways, etc.)					
	None				
	04 Structures (Retaining wall, culverts, subways, etc.) Subtotal				**N/A**
05 Miscellaneous					
	None				
	05 Miscellaneous Subtotal				**Excluded**
06 Accommodation Works					
	None				
	06 Accommodation Works Subtotal				**Excluded**
07 Facilitating Works					
	None				

Ref	Description	Quantity	Unit	Rate (£)	Total (£)
07 Facilitating Works					*(Continued)*
	07 Facilitating Works Subtotal				**Excluded**
08 Statutory Undertakers Works					
08.01	**Statutory Undertakers Works**				
01	Allowance for statutory diversions works	20	%	283,588.00	56,718
	08 Statutory Undertakers Works Subtotal				**56,718**
09 Project / Design Team Fees					
09.01	**Project / Design Team Fees**				
01	Allowance for Client project & design team fees (including fees spent to date) (% of Highway Works)	20	%	283,588.00	56,718
09.02	**Client Construction Supervision Costs**				
01	Allowance for Client construction management & site supervision costs (% of Highway Works)	6	%	283,588.00	17,015
	09 Project / Design Team Fees Subtotal				**73,733**
10 Other Development / Project Costs					
10.01	**Other Development / Project Costs**				
01	Client contract administration costs		%		Excluded
02	Land acquisition costs		item		Excluded
	10 Other Development / Project Costs Subtotal				**Excluded**
11 Inflation					
11.01	**Tender Inflation**				
01	Inflationary price increase during the period from the estimate base date (3Q25) to the date of tender return (2Q27).	9.01	%	414,039.00	37,305
11.02	**Construction Inflation**				
01	Inflationary price increase during the period from the date of tender return (2Q27) to the mid-point of the construction period (3Q27).	2.07	%	451,344.00	9,343
	11 Inflation Subtotal				**46,648**
12 Risk					
12.01	**Risk (Design, Construction & Client Risk)**				
01	Allowance for Risk	40	%	460,686.00	184,274
12.02	**Optimism Bias**				
01	Optimism Bias for Roadworks plus % add-on items		%		Excluded
02	Optimism Bias for Structures plus % add-on items		%		Excluded
	12 Risk Subtotal				**184,274**
13 VAT					
13.01	**VAT**				
01	Allowance for VAT		%		Excluded
	13 VAT Subtotal				**Excluded**
	Section E Total				**644,960**