



TENDRING/COLCHESTER BORDER GARDEN COMMUNITY JOINT COMMITTEE

DATE:	Monday, 27 February 2023
TIME:	6.00 pm
VENUE:	Colchester Rugby Club, Raven Park, Cuckoo Farm Way, Colchester, CO4 5YX

MEMBERSHIP:

Councillor Turner (Chairman)
Councillor King (Vice-Chairman)
Councillor Bush
Councillor Cunningham
Councillor C Guglielmi

Councillor Luxford-Vaughan
Councillor Wagland
Councillor Young
Councillor Bray

Most Council meetings are open to the public and press. The space for the public and press will be made available on a first come first served basis. Agendas are available to view five working days prior to the meeting date and the Council aims to publish Minutes within five working days of the meeting. Meeting papers can be provided, on request, in large print, in Braille, or on disc, tape, or in other languages.

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DATE OF PUBLICATION: Monday 27 February 2023

AGENDA

5 Report A.1 - Development Plan Document: Submission Version Plan - Regulation 19 (Pages 1 - 14)

Memorandum of Understanding dated 24th February 2023 Between: (1) ESSEX COUNTY COUNCIL, of County Hall, Market Road, Chelmsford CM1 1QH (as Essex County Council); (2) COLCHESTER CITY COUNCIL, of Town Hall, Colchester CO1 1FR (as Colchester City Council); (3) TENDRING DISTRICT COUNCIL, of Town Hall, Station Rd, Clacton-on-Sea CO15 1SE (as Tendring District Council); and (4) LATIMER (Tendring Colchester Borders Garden Community) Development Limited, of Level 6, 6 More London Place, London, SE1 2DA (as Latimer); (together, the Parties)

The Parties enter into this Memorandum of Understanding (the MOU) to govern the relationship, collaboration and co-operation of the Parties in relation to the delivery of the A120-A133 Link Road (the Link Road) to support the development of the Tendring Colchester Borders Garden Community (TCBGC)

Also included is a submission document from Latimer by Clarion Housing Group.

Date of the Next Scheduled Meeting

The next scheduled meeting of the Tendring/Colchester Border Garden Community Joint Committee is to be held in the at Time Not Specified on Date Not Specified.

Information for Visitors

FIRE EVACUATION PROCEDURE

There is no alarm test scheduled for this meeting. In the event of an alarm sounding, please calmly make your way out of any of the fire exits in the hall and follow the exit signs out of the building.

Please heed the instructions given by any member of staff and they will assist you in leaving the building and direct you to the assembly point.

Please do not re-enter the building until you are advised it is safe to do so by the relevant member of staff.

Your calmness and assistance is greatly appreciated.

A120-A133 Link Road Memorandum of Understanding – February 2023

This memorandum of understanding is dated on 24th February 2023

Between:

- (1) **ESSEX COUNTY COUNCIL**, of County Hall, Market Road, Chelmsford CM1 1QH (as **Essex County Council**);
 - (2) **COLCHESTER CITY COUNCIL**, of Town Hall, Colchester CO1 1FR (as **Colchester City Council**);
 - (3) **TENDRING DISTRICT COUNCIL**, of Town Hall, Station Rd, Clacton-on-Sea CO15 1SE (as **Tendring District Council**); and
 - (4) **LATIMER (Tendring Colchester Borders Garden Community) Development Limited**, of Level 6, 6 More London Place, London, SE1 2DA (as **Latimer**);
- (together, the **Parties**)

BACKGROUND

- A. The Parties enter into this Memorandum of Understanding (the MOU) to govern the relationship, collaboration and co-operation of the Parties in relation to the delivery of the A120-A133 Link Road (the Link Road) to support the development of the Tendring Colchester Borders Garden Community (TCBGC) (the Purpose).
- B. The Housing Infrastructure Fund (HIF) is a HM Government capital grant programme administered by the Department for Levelling Up, Housing and Communities (DLUHC) through its executive agency, Homes England. The aim of HIF is to deliver up to 100,000 new homes in England in the coming decades by funding the provision of new infrastructure to unlock residential development land.
- C. Essex County Council, working with Colchester City Council and Tendring District Council (the Councils), was successful in securing £99.9m of HIF money to deliver the A120-A133 Link Road and Rapid Transit System (the RTS). Together this infrastructure will unlock circa 7,500 homes at TCBGC.
- D. Essex County Council has entered into a funding agreement (the Grant Determination Agreement (GDA)) with Homes England on 19 November 2020. The GDA sets out the terms of the funding and the delivery conditions incumbent on Essex County Council as the grant recipient.
- E. The GDA creates obligations on Essex County Council in respect of facilitating housing delivery and the recovery and recycling of HIF money. These obligations are set out in the Housing Delivery Statement and Recovery and Recycling Strategy, respectively. Both documents are annexed to the GDA and as such form part of the funding agreement.
- F. In relation to the Recovery and Recycling Strategy, Essex County Council is obligated to use all reasonable endeavours to recover the HIF money from development at TCBGC through planning contributions. That recovered money would then be 'recycled' to invest in infrastructure to enable additional housing growth projects to be brought forward.

- G. Essex County Council has been working with Colchester City Council and Tendring District Council as local planning authorities in the planning of TCBGC in conjunction with the planning of the Link Road and the RTS. Reflecting this close working relationship, the Councils have established a Joint Committee as the decision-making body for the Development Plan Document (which also needs to be approved by Full Council at Colchester City Council and Tendring District Council at the Regulation 19 stage) and subsequent planning applications for development at TCBGC. The Councils have also been working in collaboration with Latimer as the strategic developer of TCBGC.
- H. Since entering the GDA and securing the HIF money, design changes in response to public consultation on the planning application, high inflation and general rising costs for the Link Road have led to increases beyond original estimates and significant delays incurred to the original timetable. These cost increases and programme delays have created a gap in the funding available to deliver the Link Road. As the Link Road is required to unlock the 7,500 homes at TCBGC, this gap in funding will need to be met through other avenues including developer contributions provided through the development of TCBGC.
- I. In order to resolve this funding shortfall issue, Essex County Council has agreed in principle with Homes England to changes to the GDA which, subject to formal contract variation, sets out a phased delivery approach to the Link Road. Phase 1 will be the construction of the A133 roundabout plus a partial Link Road with multiple access arrangements to the Garden Community, terminating at a roundabout south of Allen's Farm. Phase 2 will be a new junction on the A120 and completion of the Link Road. This phased delivery approach involves the use of the secured HIF money to deliver the first phase of the Link Road, and the Rapid Transit Scheme, with the second phase being funded through developer contributions from the development of TCBGC (or external funding sources that may become available), with continued involvement from the Councils to support the delivery of the full Link Road.
- J. The result of these changes to the funding of the second phase of the Link Road being captured from the development, will be to reduce the funding available to be recovered and recycled to invest in infrastructure to enable additional housing growth projects to be brought forward as per Essex County Council's obligations in the original Grant Determination Agreement.
- K. Essex County Council will, to the extent available and to the extent that they are able to, use any remaining HIF money not required for Phase 1 of the Link Road and the RTS to de-risk the second phase of the Link Road as far as possible, including by assembling the land required for the infrastructure ahead of its full delivery.

MOU PURPOSE

- 1.1 The Parties will work collaboratively and in good faith to achieve the Purpose.
- 1.2 The Parties agree that the delivery of the Link Road is essential to the delivery of TCBGC and without its delivery the TCBGC as contained within the Colchester and Tendring shared Section 1 Local Plans, will not be capable of being developed in its entirety.
- 1.3 The Parties acknowledge that the Colchester and Tendring shared Section 1 Local Plan requires funding of the Link Road to be secured prior to the approval of planning applications related to TCBGC and will work together to agree planning contributions that

satisfy that requirement. In this context, the Parties agree that the adopted Local Plan policy requires a legally binding agreement (s.106 or other suitable legal agreement) to be in place in respect of the funding of the entire Link Road ahead of the approval of planning applications for development at TCBGC.

- 1.4 Under this MOU, Latimer as master developer of TCBGC, confirms its commitment to fund the delivery of the second phase of the Link Road as soon as is practically and financially possible to do so in accordance with the emerging Development Plan Document and the general 'infrastructure first' ethos and garden community principles that TCBGC is being planned upon. The Parties agree to work together to identify future funding opportunities which will enable Latimer to accelerate the delivery of the second phase of the Link Road. The precise timescales and trigger points for funding will be established within agreed heads of terms for the s.106 Agreement (and/or other related legal agreements) associated with the TCBGC prior to the granting of planning permission and presented to the Joint Committee for approval and agreement alongside the TCBGC planning application.
- 1.5 The Parties acknowledge that future planning applications will be accompanied by detailed assessments of all transport impacts and will require an appropriate package of associated mitigation measures. In addition to the full Link Road, transport and movement mitigation measures, including measures to secure modal shift, will be assessed against such material, and the policy requirements set within the future adopted Development Plan Document and its supporting evidence base, as well as the wider Development Plan.
- 1.6 The Parties acknowledge that the funding of the infrastructure requirements in the TCB development plan evidence base, including phase 2 of the Link Road, from the development of TCBGC will only be possible if the overall delivery of TCBGC is financially viable. The financial viability of TCBGC will be judged through a comprehensive consideration of total scheme costs including planning contributions towards other planning policy requirements. Consideration of the costs of delivering the infrastructure set out in the DPD evidence, including the costs of second phase of the Link Road, will be assessed as part of ongoing viability reviews to ensure that the scheme remains viable and any additional funding can be recovered and recycled into additional infrastructure as per Essex County Council's obligations in the Grant Determination Agreement.
- 1.7 The Parties express their preference to fund the second phase of the Link Road through external grant funding opportunities if available and the Parties commit to work together to explore any such opportunities as they arise.
- 1.8 The Councils where necessary, will seek to:
 - 1.8.1 secure additional public sector funding towards the second phase of the Link Road where such opportunities arise;
 - 1.8.2 use available compulsory purchase powers and other such powers should they be necessary to allow for delivery of the second phase of the Link Road; on the basis of any administrative costs incurred in exercising these powers being recovered; and

1.8.3 consider potential investment finance opportunities should they provide a more beneficial mechanism to raise the additional funding with appropriate financial risk mitigation.

1.9 In working towards the achievement of the Purpose, the Parties agree to sharing information relevant to the planning, funding and delivery of the Link Road in a prompt and open manner where it is reasonable to do so subject to the necessary protocols related to the planning process.

NO CONTRACT

1.10 No decision, opinion, or discussion held pursuant to this MOU will bind the Parties in any way or with regard to any other contractual arrangements that exist between the Parties. Nothing in this MOU, or in any other document referred to in it shall be legally binding, create any kind of legitimate expectation or place a fetter on the exercise of any statutory function by any entity with statutory powers.

SIGNED ON BEHALF OF:

Essex County Council:

Steve Evison (Director for Sustainable Growth, Essex County Council)



Date: 24 February 2023

Colchester City Council:

Lindsay Barker (Executive Director for Place, Colchester City Council)



Date: 24 February 2023

Tendring District Council:

Gary Guiver (Director of Planning, Tendring District Council)



Date: 24 February 2023

AND

LATIMER (Tendring Colchester Borders Garden Community) Development Limited:

Richard Cook (Group Director of Development, Clarion Housing Group)



Date: 24th February 2023

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Tendring Colchester Borders Garden Community

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“...success is measured across two, three, four generations, by the impact and legacy left for children, grandchildren and great-grandchildren.”

Margaret Heffernan (2021). The Three Problems of Power.

Latimer feel that this quote captures one of the key measures of success for the new Garden Community



LATIMER
by Clarion Housing Group

MERSEAHOMES
EST. 1947

Latimer & Clarion Housing Group

Clarion's history has its roots in Victorian London and the entrepreneurship of William Richard Sutton.

The William Sutton Trust's earliest schemes were in London, but it later expanded operations to more than 30 other towns and cities.

As the UK's largest housing association, we now have homes in more than 170 local authorities and a heritage stretching back more than a century.

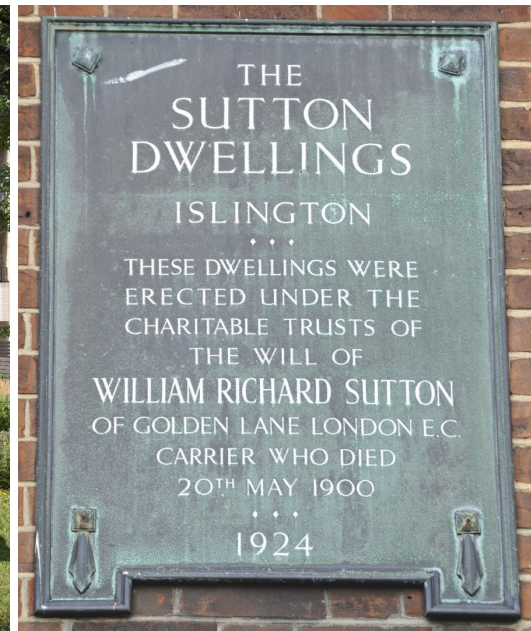
We build homes too, through our development arm Latimer.

Our charitable foundation Clarion Futures helps people and communities in what is one of the country's biggest social investment programmes. We're a business for social purpose.

We make every penny count and any surplus we make is reinvested in our mission to provide homes for those who need them most.

Clarion has one of the largest development pipeline of new homes of any Registered Provider. Clarion are committed to providing homes for those most in need and are investing billions of pounds in new housing over the next decade and beyond.

We celebrate our achievements in the annual William Sutton Prize, awarded for business ideas that make a positive difference to a community.



Latimer & Clarion Housing Group



CLARION
HOUSING GROUP



CLARION
HOUSING



CLARION
FUTURES



LATIMER
by Clarion Housing Group

About Clarion Housing Group
Clarion Housing Group is the country's largest social landlord with more than 350,000 people nationwide calling a Clarion home their own.

Our mission is to provide affordable homes for those who need them most, and our development arm (Latimer) builds thousands of new homes each year across the country.

www.clarionhg.com

About Clarion Housing
Clarion Housing is the largest housing association in the country, with 125,000 homes across more than 170 local authorities.

We are long-term stewards in our communities, playing an active role in shaping neighbourhoods and places where people want to live.

www.clarionhg.com

Clarion Futures
Clarion Futures is our charitable foundation. We work together with partners to make a positive difference to the lives of people living in Clarion homes and communities.

In 2021/22, we invested £16.3 million into our work with residents and communities, generating more than £123m in social value.

www.clarionhg.com/charitable-foundation

About Latimer
Latimer is the development arm of Clarion Housing Group. What sets Latimer apart is a long-term commitment to the people who live in our homes.

The surplus from Latimer developments are reinvested into Clarion Housing Group to build more affordable homes, improve and maintain existing social homes and support communities.

www.latimerhomes.com

Latimer & Mersea Homes: Qualitative Charter

The Latimer vision for this new place is to “tell the stories of a new community”.

We want to co-create the best quality, resilient and innovative new community in the UK – creating the conditions for the everybody to flourish:

Stories
about
people

1. We will commit to **20 minute neighbourhood principles** – ensuring that all members of the community have easy access to amenities without resort to vehicular transport;
2. We will **listen to, respect and reinforce existing communities** and assets within and near to the Site Allocation;
3. We will set a new standard for Garden Communities and embrace **'Infrastructure First'** delivery, building the required transport, schools, healthcare, community, leisure and retail facilities needed.



Stories
about
the land,
sky
and water

4. We will be **patient, responsible custodians of the land, sky, and water**, and we will champion strategies that protect and enhance this incredible natural environment.
5. We will deliver **healthy outcomes for the wider community** by encouraging active travel and through allocating around half of the site as green and open space - including a new country park;
6. We will integrate social and economic sustainability in every decision we make. **Our ambition is to establish this community at the forefront of 'regenerative' design practice** – delivering a net positive impact rather than just doing 'less bad';



Stories
about
enterprise
& innovation

7. We will **promote and foster new businesses**, building on existing skills and creating new jobs for every household and the wider area.
8. To find new solutions to pressing urban problems, we will embrace the local spirit of invention, creativity, and a willingness to challenge the status quo. **We will deliver innovative technologies from the outset** and ensure that their implementation acts as a catalyst for developing new skills and technology based employment opportunities.

A story
that is
unfinished...

9. We will embed **stewardship from the outset** – recognising our role as long term custodians for both the community and it's environment, and ensure that residents can proactively engage in decision making and the future management of the community;
10. We will **commit to culture**. We recognise that a thriving community needs much more than homes. We will create the conditions for existing residents and new arrivals to make this place their own.



Commitments: A133-A120 Link Road

Latimer are absolutely committed to the full delivery of the new Link Road, connecting the A133 with the A120, in order to realise the full potential of the new Garden Community, and associated benefits to the surrounding area.

Over recent months, Latimer have provided pro-active support to the Councils in their negotiation with Homes England and DLUHC, including specifically:

- Articulating support via Clarion's strategic relationship with Homes England and DLUHC; and
- Committing to the principles outlined in the Memorandum of Understanding (MoU) with the Councils, to be signed ahead of the Joint Committee on 27 February 2023.

The MoU clearly reinforces our commitment to the full delivery of the Link Road, including developer contributions towards the funding of the northern connection if necessary.

We look forward to proactive discussions with the Councils, as part of the application process, to agree appropriate timing and 'trigger points' for completion of the Link Road, which will need to factor in further Councils land acquisition and potentially CPO.

Latimer fully supports the Infrastructure First ambitions of the project in this respect.



Above: Drone photography of TCBGC site area, with A120 heading east in the centre of the image.

Commitments: Stewardship

Making a difference.

Providing homes for those that need them most, changing the lives of people and communities for the better, and building a sustainable future.

Clarion Housing Group Purpose. 2023

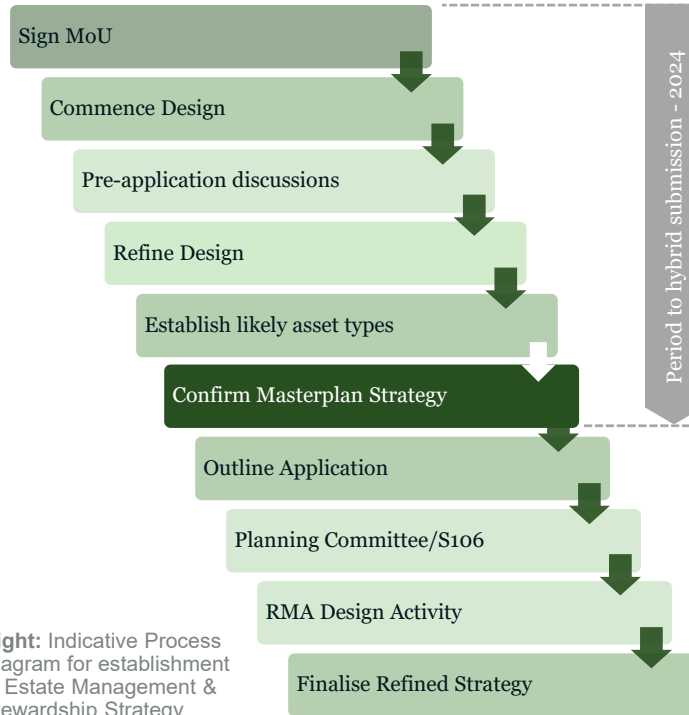
Clarion is the largest landlord in the UK. We provide homes for more than 350,000 people in over 170 local authorities. We've been doing this for more than 100 years.

Our charitable foundation, Clarion Futures, runs one of the country's biggest social investment programmes. This work generates more than £100m every year in social value. Clarion Futures currently manage a portfolio of c.50 community assets on behalf of the Clarion communities in which they are located.

Latimer and Clarion Housing Group will be long term stakeholders in the new community. Latimer will be involved in the direct delivery of approximately two thirds of the new homes, over the full development life cycle of the project.

Clarion Housing Group will retain and operate all of the affordable homes delivered in the new community in perpetuity – at least 30%. The long term success of this new place is mission critical to our business.

We continue to proactively collaborate with the councils to agree a set of principles around stewardship which we expect to form the basis of an MoU in due course, and to establish a defined Stewardship strategy for submission with the hybrid planning application for the new community during 2024.



Right: Indicative Process Diagram for establishment of Estate Management & Stewardship Strategy.



CLARION HOUSING



LATIMER
by Clarion Housing Group



CLARION FUTURES

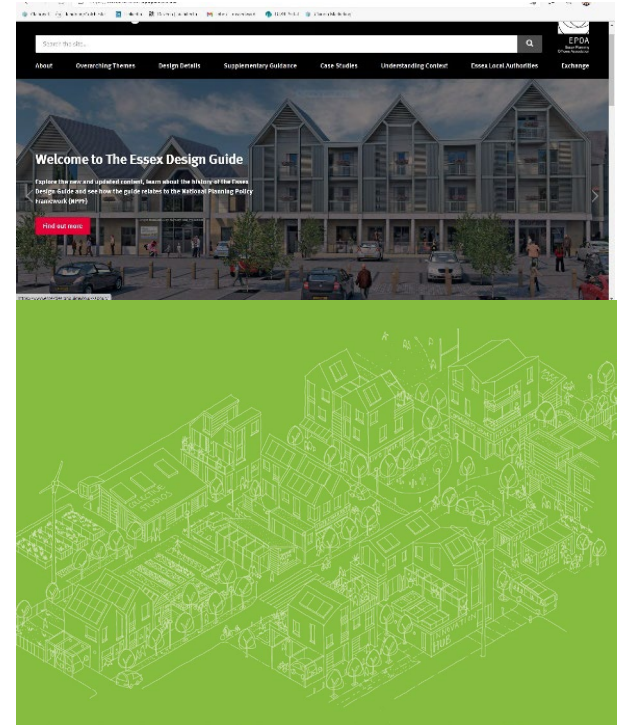
Delivery Strategies

Our current working assumptions for delivery of the new community are that:

- Latimer will directly deliver around 2/3 of the homes;
- The remaining homes are likely to be delivered as serviced parcels, including the potential for community build, self-build plots and other innovative housing typologies;
- All delivery partners will be subject to the same stewardship commitments and place quality charter established for the community via the application process and approved by the Members;
- All affordable homes (at least 30% of all homes, and including affordable homes not directly delivered by Latimer) will be retained and operated by Clarion Housing Association;
- Dedicated employment land likely to be delivered as serviced plots;
- All development shall be subject to detailed design codes and parameter plans, to be developed as part of the hybrid application and approved by the Members.

Right top: Essex Design Guide Home Page

Right: P+P conceptual image



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