



CABINET

DATE: Friday, 8 October 2021
TIME: 10.30 am
VENUE: Council Chamber - Council Offices, Thorpe Road, Weeley, CO16 9AJ

MEMBERSHIP:

Councillor N Stock OBE	- Leader of the Council
Councillor C Guglielmi	- Deputy Leader; Corporate Finance & Governance Portfolio Holder
Councillor P Honeywood	- Housing Portfolio Holder
Councillor L McWilliams	- Partnerships Portfolio Holder
Councillor M Newton	- Business & Economic Growth Portfolio Holder
Councillor A Porter	- Leisure & Tourism Portfolio Holder
Councillor M Talbot	- Environment & Public Space Portfolio Holder

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For further details and general enquiries about this meeting, contact Ian Ford, Committee Services Manager on 01255 686584.

DATE OF PUBLICATION: THURSDAY, 30 SEPTEMBER 2021

AGENDA

1 Apologies for Absence

The Cabinet is asked to note any apologies for absence received from Members.

2 Minutes of the Last Meeting (Pages 1 - 18)

To confirm and sign the minutes of the last meeting of the Cabinet held on Friday 17 September 2021.

3 Declarations of Interest

Councillors are invited to declare any Disclosable Pecuniary Interests or Personal Interest, and the nature of it, in relation to any item on the agenda.

4 Announcements by the Leader of the Council

The Cabinet is asked to note any announcements made by the Leader of the Council.

5 Announcements by Cabinet Members

The Cabinet is asked to note any announcements made by Members of the Cabinet.

6 Matters Referred to the Cabinet by the Council

There are none on this occasion.

7 Leader of the Council's Items - A.1 - The Making (Adoption) of the Alresford Neighbourhood Plan (Pages 19 - 82)

To agree to 'make' (adopt) the Alresford Neighbourhood Plan as part of the Council's statutory development plan and for it to therefore become a material consideration in planning decisions alongside the Tendring District Local Plan.

8 Leader of the Council's Items - A.2 - Key Priority Actions 2021/22 Towards Corporate Plan Themes - Monitoring Report at the Half Year Point (Pages 83 - 98)

To provide the Cabinet with an update on the positive progress with the Key Priority Actions adopted for 2021/22 towards the Council's Corporate Plan Themes for 2020/24.

9 Cabinet Members' Items - Report of the Partnerships Portfolio Holder - A.3 - Determination of a Nomination to Register an Asset of Community Value: Imperial Hall, 75 Pole Barn Lane, Frinton-on-Sea, CO13 9NQ (Pages 99 - 126)

To determine whether Imperial Hall, 75 Pole Barn Lane, Frinton-on-Sea, CO13 9NQ meets the criteria set out in the Localism Act 2011 and the Assets of Community Value (England) Regulations 2012 following its nomination as an Asset of Community Value by Frinton and Walton Heritage Trust. No other criteria are pertinent.

10 Cabinet Members' Items - Joint Report of the Business & Economic Growth Portfolio Holder and the Housing Portfolio Holder - A.4 - Jaywick Sands Covered Market and Managed Workspace (Pages 127 - 140)

To seek authority to make a direct award to COLBEA as Operating Partner for Jaywick Sands Covered Market and Managed Workspace, based on a licence and service contract, and to increase TDC's contribution for enabling for works and for year one operating costs of the facility. In addition, the report sets out the current status of the project delivery.

11 Cabinet Members' Items - Report of the Business & Economic Growth Portfolio Holder - A.5 - North Essex Economic Board: Collaboration & Funding Agreement (Pages 141 - 182)

To seek Cabinet's approval to enter into a Collaboration and Funding Agreement with the local authority partners that together comprise the North Essex Economic Board (NEEB), and to allocate 10% of the North Essex Councils' Additional Restrictions Grant (ARG) funding in support of the Board's COVID-19 recovery interventions.

To also seek Cabinet's agreement to give authority to the Portfolio Holder for Business & Economic Growth and the Portfolio Holder for Corporate Finance and Governance to approve future projects agreed by the NEEB that fall within this 10 percent of the District's ARG funding.

12 Matters Referred to the Cabinet by a Committee - Reference from the Resources and Services Overview & Scrutiny Committee - A.1 - Scrutiny of the Use of Section 106 Monies (Pages 183 - 184)

To enable Cabinet to consider both the recommendations made by the Resources and Services Overview & Scrutiny Committee in respect of the use of Section 106 Agreement monies and the response of the Portfolio Holder thereto.

13 Management Team Items

There are none on this occasion.

14 Exclusion of Press and Public

The Cabinet is asked to consider passing the following resolution:

"That under Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during consideration of Agenda Item 15 on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A, as amended, of the Act."

15 Exempt Minutes of the Meeting held on Friday 17 September 2021 (Pages 185 - 186)

To confirm as a correct record the exempt minutes of the meeting of the Cabinet held on Friday 17 September 2021.

Date of the Next Scheduled Meeting

The next scheduled meeting of the Cabinet is to be held at 10.30 am on Friday, 12 November 2021.

The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012

Notice of Intention to Conduct Business in Private

Notice is hereby given that, in accordance with Regulation 5 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, Agenda Item No. 15 is likely to be considered in private for the following reason:

“The item detailed below will involve the disclosure of exempt information under Paragraph 3 (Information relating to the financial or business affairs of any particular person (including the authority holding that information)) to Schedule 12A, as amended, to the Local Government Act 1972:

Exempt Minutes of the Meeting held on Friday 17 September 2021”

**MINUTES OF THE MEETING OF THE CABINET,
HELD ON FRIDAY, 17TH SEPTEMBER, 2021 AT 10.33 AM
IN THE COUNCIL CHAMBER AT THE COUNCIL OFFICES, THORPE ROAD,
WEELEY, CO16 9AJ**

Present: Councillors Neil Stock OBE (Leader of the Council) (Chairman), Carlo Guglielmi (Deputy Leader of the Council & Corporate Finance and Governance Portfolio Holder), Paul Honeywood (Housing Portfolio Holder), Lynda McWilliams (Partnerships Portfolio Holder), Mary Newton (Business & Economic Growth Portfolio Holder), Alex Porter (Leisure & Tourism Portfolio Holder) and Michael Talbot (Environment & Public Space Portfolio Holder)

Group Leaders Present by Invitation:

Councillors Terry Allen (Leader of the Tendring First Group), Jayne Chapman (Leader of the Independent Group) (except items 43 - 48), Ivan Henderson (Leader of the Labour Group), Michael Bush (Deputy Leader of the Tendring Independents Group) and Ann Wiggins (Deputy Leader of Liberal Democrats Group)

Also Present: Councillor Gina Placey (Deputy Leader of the Tendring First Group)

In Attendance: Ian Davidson (Chief Executive), Lisa Hastings (Deputy Chief Executive & Monitoring Officer), Lee Heley (Interim Corporate Director (Projects Delivery)), Richard Barrett (Assistant Director (Finance and IT) & Section 151 Officer), Tim Clarke (Assistant Director (Housing and Environment)), Anastasia Simpson (Assistant Director (Partnerships)), Ian Ford (Committee Services Manager), William Lodge (Communications Manager) and Matt Cattermole (Communications Assistant)

32. APOLOGIES FOR ABSENCE

Apologies for absence were submitted on behalf of Councillors G G I Scott (Leader of the Liberal Democrats Group) and M E Stephenson (Leader of the Tendring Independents Group).

33. MINUTES OF THE LAST MEETING

It was **RESOLVED** that the minutes of the meeting of the Cabinet, held on Friday 25 June 2021, be approved as a correct record and be signed by the Chairman.

34. DECLARATIONS OF INTEREST

In relation to Agenda Item 13 - Report of the Partnerships Portfolio Holder – A.8 – North East Essex Health and Well-Being Alliance Update and acceptance of Funding from Health Partners – Councillors McWilliams and G V Guglielmi each declared a Personal Interest insofar as Councillor McWilliams had been appointed to serve as Tendring District Council's representative on the Governing Body of the East Suffolk and North

East Essex Foundation Trust and also insofar as Councillor G V Guglielmi had been appointed to serve as Essex County Council's representative on the aforesaid Governing Body.

35. ANNOUNCEMENTS BY THE LEADER OF THE COUNCIL

Government 'Reshuffle' of Ministerial Appointments

The Leader of the Council (Councillor Stock OBE) referred to the Prime Minister's recent 'reshuffle' of his Cabinet and other Ministerial appointments and especially the fact that the new Secretary of State for the Ministry for Housing, Communities and Local Government was the Rt. Hon. Michael Gove MP. Councillor Stock stated that it was a case of await to see if he would take a different approach to any of the policies affecting Councils such as devolution, local government reform and the reforms of the planning system.

Councillor Stock paid tribute to the work of the outgoing Secretary of State, Robert Jenrick MP and also responded to the views expressed by Councillors Allen, I J Henderson and G V Guglielmi on this matter.

36. ANNOUNCEMENTS BY CABINET MEMBERS

There were no announcements made by members of the Cabinet on this occasion.

37. MATTERS REFERRED TO THE CABINET BY THE COUNCIL - REFERENCE FROM COUNCIL - A.1 - GROUNDS MAINTENANCE SERVICE

Cabinet recalled that, at a meeting of the Council held on 13 July 2021 (Minute 50 referred), the following motion had been moved by Councillor I J Henderson, seconded by Councillor Allen and, in accordance with Council Procedure Rule 12.4, had stood referred to the Cabinet for further consideration:

"That this Council accepts that its ground maintenance service is failing the tourist economy of the Tendring District as the lack of regular grass cutting and weed clearance is resulting in a negative visual impact for those seeking to enjoy Tendring's Sunshine Coast.

It is further proposed that the necessary resources are immediately made available to ensure that Tendring's coastal resorts present a positive visual impact throughout the 2021 summer season and that a review of the grounds maintenance policy then takes place to ensure that this issue does not reoccur in future years."

Cabinet was also aware that Council Procedure Rule 12.5 (Referral of Motions) stated that:-

"Where a motion has been referred in accordance with Rule 12.4 the Cabinet or any relevant Committee shall (subject to the provisions of Rule 12.6) be required to consider such motion and to advise the Council (by no later than the second Ordinary Meeting of the Council held following the date of Council's referral) of their opinion and reason as to whether such motion should be supported in its original format.*

Prior to making its decision Cabinet or the relevant Committee may following consultation with Officers, require further information to be presented to them for consideration on the implications of the proposed motion. Such a report must be considered in a timely manner.

If the Cabinet or relevant Committee decides to advise the Council of its opinion that such motion in its original format should not be supported, the Cabinet or relevant Committee may, in addition, suggest to the Council that an amended motion be proposed.

Once Cabinet or any relevant Committee has considered the motion it will be referred back to Council with the recommendation. If an amended motion is proposed by Cabinet, or relevant Committee, when presented back to Council, the amended motion will be debated first, in accordance with Rule 16.5 and Rule 16.10 (b)."

[* In this instance the relevant Full Council meeting was due to be held on 30 November 2021.]

In accordance with Council Procedure Rule 12.6 (Referred Motions – Right of Mover to Attend Meeting), Councillor I J Henderson attended the meeting to answer any questions and/or points of clarification, if requested. At the invitation of the Chairman, Councillors I J Henderson and Allen reiterated the purpose of the motion.

It was noted that the motion expressed concern about the performance of the Council's open space and horticultural functions. A fuller outline of the extent of those functions plus other pertinent matters was set out in the 'Service Information' section of the Reference from Council (report A.1) which included:-

- Maintenance of over 800 different sites in the District, including open spaces, parks, recreation grounds (which included significant numbers of sports pitches), seafront gardens, highway verges, cemeteries and crematorium grounds;
- Floral bedding of over 250,000 plants each year;
- Arboriculture inspections and works to over 5,500 trees and woodland management of ancient woodlands and other woodland areas;
- The management of a diverse range of dynamic natural environment including the management of Hamford Water and Walton Backwaters and country parks;
- The grass verge, highway tree maintenance and highway weed spraying on behalf of Essex County Council (ECC) including as many as eight additional cuts over the two cuts per year funded by ECC;
- That the service had received awards for excellence across many of its service areas including sports pitch maintenance, garden shows, nature conservation, parks, seafront gardens and crematorium grounds;
- That the 2021 summer, or growing, season had been a particularly challenging year due to unusually wet and warm weather giving rise to growing conditions way above normal but despite this, the public had been understanding and in many areas such as cemeteries, complaints were down on previous years;
- That the open space / grounds maintenance service in Tendring had also continued to initiate new projects to improve public realm areas in Tendring, many of them in the Harwich and Dovercourt area, as well as developing new initiatives such as the expansion of the volunteer gardener team across Tendring; and
- That the service had also received many compliments from visitors and local residents on the quality of visitor areas.

Having considered Councillor Henderson's motion and in order for the Cabinet's opinion and recommendation to be reported back to Council:-

It was moved by Councillor Talbot, seconded by Councillor G V Guglielmi and:-

RESOLVED that Cabinet –

- (a) recommends that the Council should not support the motion in its original format; and
- (b) will not suggest to Council at this time that an amended motion be proposed but will consider this further at a future meeting.

38. MATTERS REFERRED TO THE CABINET BY A COMMITTEE - REFERENCE FROM THE RESOURCES AND SERVICES OVERVIEW & SCRUTINY COMMITTEES - A.2 - SCRUTINY OF THE TOURISM STRATEGY FOR TENDRING

Cabinet recalled that, at its meeting held on 21 May 2021, it had approved, inter alia, that the Tourism Strategy now be presented to the Resources and Services Overview & Scrutiny Committee ("the Committee"). This had followed public consultation on the proposed Strategy in 2020. That five year Tourism Strategy replaced the previous version for Tendring, which had expired in 2016.

The Committee, at its meeting held on 24 May 2021 (Minute 6 referred) had considered the salient points and statistics of the Strategy and had decided to recommend to it that:-

- *"consider the opportunities for working in partnership with local businesses prioritising such services as hotels/bed and breakfast operators to encourage visitors participating/attending or visiting events in the District to stay locally and use the services of those local businesses (potentially with discounts offered by those businesses);*
- *harness opportunities to those attracted to specific places/events locally to be supported to revisit by sharing other places/events locally including those using the book of the Holland Ferry, creating a dedicated visit Tendring website where the separate charms of the District can be brought together, using QR codes to encourage visits to such a website and to local heritage sites;*
- *take additional measures to improve the cleanliness of the District including messaging around "Respecting the district by using the area responsibly" through education encouragement and enforcement to ensure visitors are encouraged back rather than being putt-off by unsightly rubbish and over full bins;*
- *consider once again the previous recommendation of the Committee (minute 87 of 21 September 2020 refers) for consistent and common, highly visible branding of events and facilities provided/supported by the Council to ensure that those attending these events/facilities are made aware of the Council's role in producing/supporting the same;*
- *examine measures to offset the carbon footprint of the Clacton Air Show, which uses over 100,000 litres of Jet Fuel and generates 275 tonnes of CO2, including the*

options perused by the Bournemouth Air Festival whereby trees were planted for each tonne of carbon used at the Air Show; and

- *note the intention of the Portfolio Holder for Leisure & Tourism to consider promoting details of bridleways that traverse the District.”*

Cabinet had before it the response of the Portfolio Holder for Leisure & Tourism thereto which was as follows:-

“I would like to thank the Committee for its views and where possible, suggestions will be built into the work programme for the delivery of the strategy. Further to this, I would suggest the Committee set up task and finish groups to look in detail at how some of the suggestions could be delivered in practice. In particular, the carbon offsetting of the Clacton Airshow and how further improvements can be made to improve cleanliness. I look forward to seeing the results of the in-depth scrutiny by the Committee in these areas and welcome further thorough scrutiny that results in an improved strategy.”

Having considered the recommendations submitted by the Resources and Services Overview & Scrutiny Committee, together with the response thereto of the Portfolio Holder for Leisure & Tourism:-

It was moved by Councillor Porter, seconded by Councillor G V Guglielmi and:-

RESOLVED that the Resources & Services Overview and Scrutiny Committee be thanked for the views submitted and that the comments of the Portfolio Holder in response thereto be endorsed.

39. LEADER OF THE COUNCIL'S ITEMS - A.3 - EXECUTIVE DECISION(S) TAKEN AS A MATTER OF URGENCY

The Cabinet gave consideration to a report of the Leader of the Council (A.3) which notified Members of recent urgent Executive Decision(s) taken by the Leader of the Council on behalf of the Cabinet.

The Cabinet recalled that, as part of the Council's response to the COVID-19 public health emergency the Council's Monitoring Officer had produced a formal "Note on Decision Making Business Continuity Arrangements" which had set out the ways in which the normal operational business of the Council could continue in relation to decisions which would normally be referred to Cabinet, Council or Committees.

In relation to Cabinet decisions the Monitoring Officer's formal Note, as issued on 20 March 2020, had contained, inter alia, the following information and advice:

“The Constitution requires certain matters to be decided by Cabinet collectively. The Leader of the Council may exercise any of the powers delegated to the Cabinet:

- a. Following a resolution of the Cabinet (subject to the Constitution), or*
- b. In cases of urgency, in consultation with the Monitoring Officer and/or Section 151 Officer.*

In cases of urgency the decision of the Leader of the Council will be recorded and published in accordance with the Constitution. The Leader of the Council will also be

required to make a public statement at the next formal meeting of the Cabinet which will explain why they had taken the decision as a matter of urgency.

Therefore, following consultation with the Leader of the Council, it is recommended that to enable formal decisions to be made on behalf of Cabinet the following procedure should be adopted:

- a formal decision will be published recording the matters taken into account;*
- at the first formal meeting of Cabinet a report of the decisions taken by the Leader under urgency powers will be produced; and*
- if it was necessary for a key decision to be made under urgency provisions this must be reported to Full Council (in accordance with the Access to Information Procedure Rules 15 & 16.2).*

Whilst it was anticipated that decisions taken during urgency provisions would be limited or uncontroversial in nature, it must be highlighted that the ability of Members to undertake the statutory overview and scrutiny function is not removed.”

The Monitoring Officer had considered that, in responding to COVID-19, the Council was in exceptional times which therefore satisfied the grounds of urgency.

It was reported that in making the decisions in question the Leader of the Council had exercised his delegated power as set out in the Council's Constitution in Part 3, Schedule 3 (Responsibility for Executive Functions) - Section 3 (General Principles Regarding Decision Making by the Cabinet) – Principle 4b [Part 3.28].

Members were reminded that the decisions taken as a matter of urgency had related to:-

Redevelopment of the Honeycroft site, Lawford [Published 20 July 2021]

Decision: *“That the Leader of the Council, acting on behalf of the Cabinet, hereby agrees that:*

- 1. the Honeycroft site, Lawford be redeveloped with bungalows retained within the Council's housing stock and designated for letting to older persons;*
- 2. the Corporate Director (Operations & Delivery), in consultation with the Housing Portfolio Holder, be authorised to make arrangements for a topographical survey of the site and to initiate discussions with a neighbouring land owner over a possible exchange of land;*
- 3. the Corporate Director (Operations & Delivery), in consultation with the Housing Portfolio Holder, be authorised, (in accordance with the Cabinet's previous decision taken on 23rd April 2021 that delegated authority to him to continue a process of engagement with the SME sector to deliver Council housing in the District), to invite tenders on the basis of a design and build project to provide around 20 additional bungalows on the site;*
- 4. the Corporate Director (Operations & Delivery), in consultation with the Housing Portfolio Holder, be authorised to submit a funding bid to the Homes England Affordable Homes Programme 2021 – 2026 for grant funding towards cost of the development; and*

5. *a budget of up to £50,000 be allocated from the HRA capital programme 2021-22 to fund necessary site surveys, legal expenses and other ancillary expenses.*”

Clacton Leisure Centre Artificial Grass Pitch [Published 20 July 2021]

Decision: “That the Leader of the Council, acting on behalf of the Cabinet:

- a) *approves the refurbishment of the Artificial Grass Pitch at Clacton Leisure Centre with a total capital cost of £668,751 and delegates project delivery to the Assistant Director (Economic Growth & Leisure);*
- b) *accepts the funding offer from the Football Foundation to the value of £343,751 towards the total project costs;*
- c) *allocates the funding balance of £325,000 towards this project, from the agreement with Essex County Council for the land swap arrangement for a section of Vista Road Playing Field;*
- d) *agrees that the project be included within the 2021/22 General Fund Capital Programme;*
- e) *authorises the Assistant Director (Economic Growth and Leisure), in consultation with the Deputy Chief Executive & Monitoring Officer, to agree the terms and conditions of the funding agreement with the Football Foundation, as set out in the Appendix to the Leisure & Tourism Portfolio Holder’s report;*
- f) *notes that it had been intended if the Cabinet meeting had been able to take place that the aforementioned report would have been amended to be a joint report of the Leisure & Tourism Portfolio Holder and the Corporate Finance & Governance Portfolio Holder; and*
- g) *agrees, that following the procurement process, the contract be awarded to Limonta Smith JV Ltd, for the installation of a new 3G artificial grass pitch at Clacton Leisure Centre.”*

Having considered the contents of the report:

It was moved by Councillor Stock OBE, moved by Councillor G V Guglielmi and:

RESOLVED that –

- (a) the contents of the report be noted; and
- (b) the urgent decisions taken by the Leader of the Council on behalf of the Cabinet, as detailed in this report, be formally endorsed.

40. LEADER OF THE COUNCIL'S ITEMS - A.4 - FREEPORT EAST UPDATE & BUSINESS RATES RETENTION

Cabinet had before it a report of the Leader of the Council (A.4) which provide it with an update on progress with Freeport East, including the Council’s support of the principles of Business Rates Retention within the Freeport East Tax Site, and the next steps required prior to formal Freeport designation.

Cabinet recalled that, at their meeting held on 23 April 2021, it had received the initial Freeport East report, which had set out the purpose of Freeports and the process and roadmap the public / private sector partnership would follow to receive formal designation by Government. The report had also listed the following steps which would be followed to comply with the process set out by the Government:

- *completion of Governance Arrangements for the Freeport East Board;*
- *completion of a Business Case for Freeport East (two phase process submission of an Outline Business Case (OBC) and Full Business Case (FBC), setting out how seed capital funding will be spent and connecting this investment to the wider Freeport proposal and the delivery of the policy objectives); and*
- *designation of the Tax Sites and Customs sites authorisation.*

Following consideration of the previous Freeport East report, Cabinet had decided, inter alia to:

“note and endorse that the Leader of the Council may be called upon to exercise his delegated powers under the Council’s Constitution, to make urgent single Portfolio Holder decisions in relation to Freeport East, subject to undertaking consultation with the Working Group and reporting back to Cabinet thereafter.”

It was reported that the process was now currently at the OBC stage, which responded to a format prescribed by the Government based on HM Treasury’s five case model and ‘the Green Book’ and additional Setup Phase and Delivery Model Guidance for English Freeports issued by MHCLG. The OBC built on the commercial and operational proposals outlined in the partners’ bid of February 2021 and had been prepared by East Suffolk Council and Hutchison Ports together with partners. The document also examined in more detail the impact Freeport East would have on the area’s most challenged communities, and proposed transformational interventions that would assist in the economic growth and regeneration of the area. Due to the OBC being a commercially sensitive and confidential document, the details of this were set out in an accompanying confidential “Part B” report, namely item B.1 of the Report of the Leader of the Council.

Cabinet was informed that, although a formal decision was not required by Tendring District Council in relation to the OBC, the Government required a letter of support from each Local Authority for a Business Rates Retention Policy which was required as part of the process.

To that end a meeting of the Leader’s Freeport East Portfolio Holder Working Party had taken place on 2 September 2021 to enable consultation with Members on the OBC and the principles of the Business Rates Retention Policy. The approach had received unanimous support to the Leader of the Council providing a letter of support in respect of the principles of the Business Rates Retention, which must accompany the OBC when submitted to Government.

Members were made aware that the OBC had been required to be submitted to Government by 10th September 2021 by East Suffolk Council as lead authority for Freeport East. Due to the Government’s deadline it had been necessary for the Leader of the Council to make an urgent decision to provide the letter of support, on behalf of the Business Rates Authority for the area. That letter was attached to the Leader of the Council’s report as Appendix A.

Cabinet was advised that, due to the wide ranging implications of the Full Business Case (FBC) (which would be the next stage of the process if Government approved the OBC), it was likely that this Council would be required to make formal decisions, once the document was completed.

Having considered the contents and implications to the Council and the District of the Leader of the Council's update report:-

It was moved by Councillor Stock OBE, seconded by Councillor G V Guglielmi and:-

RESOLVED that Cabinet -

- (a) notes the contents of the report; and
- (b) endorses the urgent decision taken by the Leader of the Council, on behalf of the Cabinet, to provide a letter of support for the principles in regard to Retained Business Rates generated within the Freeport East Tax Site, to accompany the Outline Business Case, as set out in Appendix A to item A.4 of the Report of the Leader of the Council.

41. CABINET MEMBERS' ITEMS - REPORT OF THE DEPUTY LEADER OF THE COUNCIL & PORTFOLIO HOLDER FOR CORPORATE FINANCE AND GOVERNANCE - A.5 - SUBSIDY OF RENTS FOR COMMUNITY GROUPS ELIGIBLE FOR THE CAROS SCHEME FOR THE FINANCIAL YEAR 1 APRIL 2021 TO 31 MARCH 2022

Cabinet had before it a report of the Corporate Finance & Governance Portfolio Holder (A.5) which enabled it to consider not charging rents for community groups eligible for, or within, the Community Assets Rent Offsetting Scheme (CAROS) for one year; including deferring the effect of any rent rises due to rent reviews or lease renewals in order to support them re-opening and starting to operate again.

Members were aware that community based groups and clubs had been forced to close during the pandemic, with many closed for over a year or their premises used for other purposes like covid-19 testing centres, meaning that their income had been significantly reduced. Most were now beginning to re-open, but had had to change the way they operated; order more equipment to keep their users safe; and limit the numbers that could attend events, all of which had impacted on their finances.

Cabinet was also aware that, as part of this Council's (TDC) Back to Business Strategy, providing assistance to those groups in order for them to get up and running again safely, would have a positive impact on many sectors of the community across the whole District. Over the past 2 years, people had been isolated from their communities, family, friends and social groups and by supporting already established community activities to get back on their feet safely, TDC would help its residents to re-connect with their local communities and support networks.

The Portfolio Holder was therefore proposing that rent for the financial year 1 April 2021 to 31 March 2022 was subsidised for all CAROS eligible groups in order for the money to be used to support their previous members returning and in gaining new members. In addition, any rent reviews or leases renewals that were due for CAROS eligible groups during this period would be suspended until 31 March 2022, meaning the rent would not

increase for the initial 12 month period in order to provide an opportunity for those groups to re-establish themselves.

Having considered the Portfolio Holder's report and the proposals contained therein:-

It was moved by Councillor G V Guglielmi, seconded by Councillor McWilliams and:-

RESOLVED that Cabinet approves –

- (a) that rents due from Clubs and Groups that are part of, or eligible to be part of, the CAROS scheme be written off for the 12 month period from the 1 April 2021 to 31 March 2022; and
- (b) that implementation of any additional rent for such properties that becomes due in line with the completion of a rent review, or lease renewal, during, or in respect of, the period 1 April 2021 to 31 March 2022 be deferred until 31 March 2022.

42. CABINET MEMBERS' ITEMS - REPORT OF THE CORPORATE FINANCE AND GOVERNANCE PORTFOLIO HOLDER - A.6 - FINANCIAL OUTTURN 2020/21 AND PROPOSED ALLOCATION OF THE GENERAL FUND VARIANCE FOR THE YEAR

Cabinet had before it a report of the Corporate Finance & Governance Portfolio Holder (A.6) which sought its approval of the allocation of the overall 2020/21 General Fund revenue variance and which also provided it with an update on the Council's financial performance in 2021/22.

Section 1 - Outturn for 2020/21

It was reported that the Portfolio Holder for Corporate Finance and Governance had agreed the overall outturn position for 2020/21 on 30 July 2021, with a high level summary of the General Fund revenue position as follows:

Variance for the year before carry forward requests	(£16.427m)
Less agreed carry forwards that meet the carry forward criteria	£14.352m
Variance for the year after agreed carry forwards	(£2.075m)
Carry Forward requests from services that did not meet carry forward criteria	£0.536m
Remaining Variance for the year	(£1.539m)

Note: The figures above exclude the revenue contribution to the capital programme, which was set out separately within the outturn report.

The variance for the year of £1.539m had been agreed by the Portfolio Holder for Corporate Finance and Governance on 30 July 2021 as part of the overall consideration of the outturn position for the year.

Members were informed that the £0.536m that had been requested by services to be carried forward at the end of the year had been subject to further review as the various items did not meet the associated qualifying criteria. As such they were in effect a 'bid' by services to retain a proportion of the overall favourable outturn variance of £2.075m before any further allocations were considered. The various items were set out in

Appendix A to the Portfolio Holder's report and it was therefore being proposed by the Portfolio Holder that of the items be agreed.

As a consequence of the above, the Portfolio Holder's report therefore presented for consideration the £0.536m requested to be carried forward by services and the allocation of the remaining variance for the year of £1.539m.

In addition, the Portfolio Holder for Corporate Finance and Governance had also agreed the following two recommendations that Cabinet were now requested to consider, namely:

- that the overall General Fund Outturn Variance for the year of £1.539m be used to support the essential works at the Weeley Crematorium; and
- that £2.060m be allocated to support the recent bid to the Government's 'Levelling Up Fund', funded by the use of amounts identified within the 2021/22 budget.

Cabinet was made aware that, in terms of the essential works at the crematorium, the cremators had become increasingly unreliable following the demise of the company who had supplied and fitted the existing cremators as well as providing on-going maintenance support via an associated contract. Following an independent assessment of the existing cremators, it was now recommended that a full replacement was the best and most cost effective option in order to ensure a reliable cremator service in future.

Section 2 - Financial Performance Update 2021/22

It was reported that a small number of in-year budget adjustments were set out in Appendix B to the Portfolio Holder's report, one of which reflected a proposed service level agreement being entered into with Essex County Council (ECC) to enable the Council to 'buy in' procurement services from them.

Cabinet was informed that the long term forecast continued to provide flexibility in terms of managing the various risks to the forecast and it was highlighted that £3.753m remained in the Forecast Risk Fund at the end of 2020/21, which was in-line with the planned position going into 2022/23 and beyond.

Members were made aware that the outturn report considered by the Portfolio Holder for Corporate Finance and Governance and referred to above, included a detailed summary of the various COVID 19 grants paid to the Council by the Government / ECC. Associated activities remained on-going in 2021/22 and a detailed update would be provided as part of the financial performance report for Quarter 2 that would be presented to Cabinet in November 2021.

Having considered all of the information and proposals contained in the Portfolio Holder's report:-

It was moved by Councillor G V Guglielmi, seconded by Councillor P B Honeywood and:-

RESOLVED - (1) That in respect of the Outturn Position for 2020/21, Cabinet:

-
- (a) agrees that the total of £0.536m requested by services can be retained by them via the associated carry forward requests, as set out in Appendix A to item A.6 of the Report of the Corporate Finance & Governance Portfolio Holder; and
- (b) after considering the recommendations of the Portfolio Holder for Corporate Finance and Governance, agrees:
- (i) that subject to the approval of an associated Project Initiation Document / Business case, it is approved, in principle, that the necessary remedial works be carried out at the Weeley crematorium funded by using the overall General Fund Outturn Variance for the year of £1.539m;
 - (ii) that, subject to b(i) above, the approval of the Project Initiation Document / Business Case associated with the proposed remedial works at the Weeley Crematorium be delegated to the Portfolio Holder for Environment and Public Spaces and the Portfolio Holder for Corporate Finance and Governance; and
 - (iii) that £2.060m be allocated to support the recent bid to the Government's 'Levelling Up Fund', funded by the use of amounts identified within the 2021/22 budget.
- (2) That, in respect of the Council's Financial Performance for 2021/22, Cabinet:
- (a) notes the high level summary of the in-year position for 2021/22 to date and the long term forecast update for 2022/23 and beyond;
 - (b) agrees the proposed in-year adjustments to the budget, as set out in Appendix B to item A.6 of the Report of the Corporate Finance & Governance Portfolio Holder;
 - (c) agrees an exemption to the Council's procurement rules in order to enable a Service Level Agreement to be entered into with Essex County Council to enable the Council to 'buy in' various procurement services from them to support its day-to-day operational activities and the delivery of one-off projects, as necessary; and
 - (d) authorises the Assistant Director (Finance and IT) and the Deputy Chief Executive to agree the terms of the Service Level Agreement, in consultation with the Portfolio Holder for Corporate Finance and Governance.

- **CABINET MEMBERS' ITEMS - REPORT OF THE CORPORATE FINANCE AND GOVERNANCE PORTFOLIO HOLDER - A.7 - TREASURY OUTTURN 2020/21**

Cabinet had before it a report of the Corporate Finance & Governance Portfolio Holder (A.7) which reported the Council's treasury management activities and Prudential Indicators for 2020/21.

It was reported that borrowing and investments had been undertaken in accordance with the 2020/21 Annual Treasury Strategy that had been approved by the Leader of the Council on 24 April 2020 and that no external borrowing had been undertaken in 2020/21 for either the General Fund or Housing Revenue Account.

Summary of the Council's Borrowing Position:

Amount Outstanding at the end of March 2021	Average Interest Rate Paid in 2020/21	Total Interest paid in 2020/21
£0.151m (General Fund)	7.354%	£0.013m
£38.441m (HRA)	3.472%	£1.362m

Summary of the Council's Investment Position:

Value of Investments held at the end of March 2021	Average Interest rate on Investments 2020/21	Interest Earned on Investments 2020/21
£76.959m	0.287%	£0.300m

It was reported that the amount of interest earned from investments had decreased during the year due to the bank base rate remaining at 0.10% all year. Compared to historic interest figures, the 2020/21 return had remained low because of the continuing unprecedented low interest rates. Estimated income had been reduced during the year from the original estimate of £0.386 million to £0.290 million, with the outturn figure being £0.300 million as set out in the table above.

Cabinet was reminded that the Council continued to hold one property within its Commercial Investment Portfolio, which had a balance sheet value at 1 April 2020 of £2.155 million. This 'book value' had been reduced by the Council's appointed valuers to £1.985 million at the end of 2020/21. However, this was an 'accounting' valuation and not a direct value that could be achieved on the market if it was sold. In-line with the budget, rental income of £0.179 million had been earned on the property in 2020/21. This figure was lower than in previous years due to the schedule of payments moving from a quarterly to monthly payment with no effect on the overall annualised position.

Members were made aware that, during 2020/21 there were no Treasury Management Practice limits that had been exceeded. The treasury performance figures for the year were set out in Appendix A to the Portfolio Holder's report with the Prudential Indicators attached as Appendix B to that report.

Cabinet was advised that the COVID 19 pandemic would continue to have an impact in 2021/22 with no expectations of a rise in interest rates given that the economy would need to continue to recover and stabilise over the short to medium term.

Having considered the information provided in the Portfolio Holder's report and its appendices:-

It was moved by Councillor G V Guglielmi, seconded by Councillor McWilliams and:-

RESOLVED that the Treasury Management performance position for 2020/21 be noted and that the Prudential and Treasury Indicators for 2020/21 be approved.

44. CABINET MEMBERS' REPORT - REPORT OF THE PARTNERSHIPS PORTFOLIO HOLDER - A.8 - NORTH EAST ESSEX HEALTH AND WELLBEING ALLIANCE UPDATE AND ACCEPTANCE OF FUNDING FROM HEALTH PARTNERS

Earlier on in the meeting Councillors McWilliams and G V Guglielmi had each declared a Personal Interest in this matter insofar as Councillor McWilliams had been appointed to serve as Tendring District Council's representative on the Governing Body of the East Suffolk and North East Essex Foundation Trust and also insofar as Councillor G V Guglielmi had been appointed to serve as Essex County Council's representative on the aforesaid Governing Body.

The Cabinet gave consideration to a report of the Partnerships Portfolio Holder (A.8) which provided it with an update on the North East Essex Health and Wellbeing Alliance and which also sought its approval to accept funding being offered to Tendring District Council from both the North East Essex Clinical Commissioning Group and the East Suffolk and North Essex Foundation Trust and the associated governance framework.

Members were aware that the North East Essex Health and Wellbeing Alliance (the Alliance"), brought together a range of partners consisting of the local NHS, Councils and voluntary and community organisations within Colchester and Tendring that were committed to working collaboratively in order to improve the health and well-being of local residents. All members of the Alliance had signed up to a memorandum of understanding (MOU).

Cabinet recalled that the Alliance sat underneath the Suffolk and North East Essex Integrated Care System (ICS) which brought partners together over a wider geographic foot print and was the Government's preferred option for organising health. However, whilst wider health commissioning decisions were undertaken at an ICS level and the ICS oversaw the operation of the Alliance there was a strong desire both at an Alliance and ICS level and supported by Government for subsidiarity so that wherever possible decisions were made locally.

Members were reminded that the North East Essex Clinical Commissioning Group (CCG) had been formally established on 1 April 2013. It was a clinically led organisation which comprised 32 GP practices across Colchester and Tendring. They were responsible for commissioning most health services for the people of North East Essex, including hospital care, community health services, mental health services, learning disability services and urgent and emergency care and primary care.

The CCG had developed an Alliance Committee which had a number of representatives from the Alliance sitting on it and which had the power to make local decisions. However, the CCG could not delegate its responsibilities and therefore voting rights on this Committee remained with the CCG.

It was reported that the current key work streams of the Alliance included the developing strategy work with a specific focus on inequality, integration and the development of the 'Live Well' domains and how this would be delivered through neighbourhood teams.

Cabinet was informed that in March 2021, the CCG had offered three separate funds to Tendring District Council in relation to delivering work around public health, namely:-

- £165,000 for the Healthy Housing Project (which added to a previous £165,000 to extend a project for providing mental health support to residents identified by staff for example when undertaking a housing inspection and providing wider housing and health support;
- £158,000 for community transport in Tendring; and

- £200,000 for addressing health inequalities in place.

It had been subsequently agreed that the community transport funding would be more suitably allocated directly by the CCG who wanted to ensure that the existing service provision continued.

Due to time pressures in March it had been agreed at Management Team level to accept the funding whilst acknowledging that MOUs had not been received for each of the projects and that, therefore, this Council had no obligations in respect of that funding.

Subsequently, in April 2021, the East Suffolk and North East Essex Foundation Trust (ESNEFT) had offered an extra £200,000 to Tendring District Council for health inequalities.

Cabinet was advised that draft MOUs had now been supplied however, it was understood that the governance framework for formally accepting the funding and that for each project the outcomes and spending proposals would be agreed with further formal decisions in the future.

Having considered all of the information contained in the Portfolio Holder's detailed report:-

It was moved by Councillor McWilliams, seconded by Councillor G V Guglielmi and:-

RESOLVED that Cabinet –

- (a) notes the current status of the North East Essex Health and Wellbeing Alliance and endorses the continued involvement of the Council within the partnership;
- (b) approves the acceptance of £165,000 funding from the North East Essex Clinical Commissioning Group (CCG) for the healthy housing project in accordance with the governance framework, as set out in the draft Memorandum of Understanding (MOU), attached as Appendix 2 to item A.8 of the Report of the Portfolio Holder for Partnerships;
- (c) approves the acceptance of £400,000 funding from the North East Essex CCG and the East Suffolk and North East Essex Foundation Trust for the addressing inequalities at place project in accordance with the governance framework, as set out in the draft MOU, attached as Appendix 3 to the Portfolio Holder's report;
- (d) authorises the Assistant Director (Partnerships), in consultation with the Portfolio Holder for Partnerships, to agree the final MOUs;
- (e) authorises the Assistant Director (Partnerships), in consultation with the Portfolio Holder for Partnerships, to agree the outcomes and spending proposals for each project, in consultation with this Council's Section 151 Officer and the Monitoring Officer, highlighting the implications for each within a published report;
- (f) authorises the Assistant Director (Partnerships) to attend the Suffolk and North East Essex Integrated Care System Board; and

(g) authorises the Assistant Director (Partnerships) to attend the North East Essex Health and Well-being Alliance Board.

45. JOINT REPORT OF THE DEPUTY LEADER, PORTFOLIO HOLDER FOR CORPORATE FINANCE AND GOVERNANCE, THE PORTFOLIO HOLDER FOR HOUSING - A.9 - FREEHOLD PURCHASE OF A RESIDENTIAL PROPERTY AND CONFIRMATION OF AUTHORITY FOR A PROPERTY BUY BACK

The Cabinet gave consideration to a joint report of the Corporate Finance & Governance Portfolio Holder, the Housing Portfolio Holder and the Monitoring Officer (A.9) which sought its approval for the leasehold purchase of a two bedroom residential property in Walton-on-the-Naze to meet local housing needs. In addition, the Cabinet received the Monitoring Officer's report regarding an omission in respect of a recent purchase and gave consideration to confirming authorisation for a 'buy back' of a three bed house in Dovercourt.

Members were aware that the Council had a target to bring 200 additional homes into the council's housing stock in order to meet rising demands for high quality, affordable housing in the District. Those homes would be acquired, or built, via a range of approaches.

It was reported that one of the matters in this report before Cabinet was a proposal to purchase a vacant two bedroom ex-Council flat that was currently for sale on the open market in Walton-on-the-Naze. The second decision being sought was Cabinet's confirmation of the purchase of a three bedroom house on Laurel Avenue in Dovercourt through a right of first refusal.

Members were reminded that, for a number of years the Council had had a strong demand for two bedroom flats. There were currently 11 families on the Housing Register seeking a two bedroom flat in the Walton-on-the-Naze area.

In respect of the Walton-on-the-Naze property, it met the criteria set out in the Housing Acquisitions and Development Strategy and therefore, in May 2021, Portfolio Holder approval had been obtained to initiate the Council's Property Dealing Procedure, in order to obtain an independent valuation of the property and to negotiate a price with the owners.

It was reported that an independent market valuation had now been obtained and negotiations with the owner had been completed satisfactorily, which would enable the purchase to be progressed to a conclusion. Purchasing this property would add an additional property to the Council's housing stock in the Housing Revenue Account in an area of high demand.

In respect of the Laurel Avenue property in Dovercourt, Portfolio Holder approval had been granted in October 2019 to initiate the Council's Property Dealing Procedure. A notice of a forthcoming decision by the Portfolio Holder to purchase the property had then been published on 11th December 2019. An independent valuation had also been obtained and the Portfolio Holder's decision report written by Officers and approved by the Council's Management Team.

However, Cabinet was advised that the Portfolio Holder's decision from October 2019 to initiate the Property Dealing Procedure for the property on Laurel Avenue in Dovercourt

had incorrectly been relied upon to provide the authority for the purchase of the property, although both the Housing Portfolio Holder and the Corporate Finance & Governance Portfolio Holder had confirmed that they had been aware of the proposed transaction and had supported it. The Council's Monitoring Officer was under a duty to report this omission to Cabinet in order for them to give consideration to granting authority for the purchase for housing purposes. Further information concerning this purchase was set out in the body of the joint report.

Having considered all of the information contained in the joint report and in order to enable these matters to progress to a satisfactory conclusion:-

It was moved by Councillor G V Guglielmi, seconded by Councillor P B Honeywood and:-

RESOLVED that Cabinet –

- (a) authorises, in principle, the terms of the freehold purchase of the property in Walton-on-the-Naze for inclusion into the Council's housing stock;
- (b) subject to its later decision on terms as set out in the related private and confidential report to be considered later in the meeting, authorises the Corporate Director (Operations and Delivery) to enter into a contract and transfer deed, in consultation with the Deputy Chief Executive, in order to complete the purchase of the Walton-on-the-Naze property;
- (c) notes the contents of the Monitoring Officer's report and, in response thereto, hereby formally approves the purchase of the residential property in Dovercourt for housing purposes; and
- (d) acknowledges that internal control arrangements have been increased in order to ensure that such a transaction is not completed without the necessary approvals in place.

46. MANAGEMENT TEAM ITEMS

There were none on this occasion.

47. EXCLUSION OF PRESS AND PUBLIC

It was moved by Councillor Stock OBE, seconded by Councillor G V Guglielmi and:-

RESOLVED that, under Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during consideration of Agenda Items 17 and 18 on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A, as amended, of the Act.

48. LEADER OF THE COUNCIL'S ITEMS - B.1 - FREEPORT EAST UPDATE & BUSINESS RATES RETENTION

RESOLVED that Cabinet –

- (a) supports the overall content of the Outline Business Case submitted for Freeport East, as set out in Appendix A to item B.1 of the Report of the Leader of the Council; and
- (b) notes the comments of the Leader of the Council's Freeport East Portfolio Holder Working Party and supports the Leader of the Council in pursuing these issues through future discussions within the project.

49. CABINET MEMBERS' REPORT - JOINT REPORT OF THE PORTFOLIO HOLDER FOR CORPORATE FINANCE AND GOVERNANCE AND THE PORTFOLIO HOLDER FOR HOUSING - B.2 - TERMS FOR THE LEASEHOLD PURCHASE OF A RESIDENTIAL PROPERTY IN WALTON-ON-THE-NAZE

RESOLVED that Cabinet –

- (a) approves the proposed terms for the leasehold purchase of the property in question in Walton-on-the-Naze; and
- (b) authorises the Corporate Director (Operations and Delivery), in consultation with the Deputy Chief Executive, to enter into a contract and transfer deed to complete the purchase of the property on the terms proposed and subject to such other terms that he considers necessary.

The Meeting was declared closed at 12.06 pm

Chairman

Key Decision Required:	No	In the Forward Plan:	Yes
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CABINET

8 OCTOBER 2020

REPORT OF THE LEADER OF THE COUNCIL

A.1 – THE MAKING (ADOPTION) OF THE ALRESFORD NEIGHBOURHOOD PLAN

(Report prepared by Gary Guiver)

PART 1 – KEY INFORMATION

PURPOSE OF THE REPORT

For Cabinet to agree to ‘make’ (adopt) the Alresford Neighbourhood Plan as part of the Council’s statutory development plan and for it to therefore become a material consideration in planning decisions alongside the Tendring District Local Plan. This follows a local referendum in which a clear majority of residents that turned out were in favour of the plan.

EXECUTIVE SUMMARY

Alresford Parish Council has prepared a ‘Neighbourhood Plan’ for its area that has passed through all the necessary stages of the plan-making process set out in the Town and Country Planning Act 1990 (“the Act”) and the Neighbourhood Planning (General) Regulations 2012 (as amended) including public consultation, independent examination and a referendum.

In an official referendum held on Thursday 9th September 2021 and administered by Tendring District Council, residents of the Parish of Alresford were asked *“Do you want Tendring District Council to use the Neighbourhood Plan for the Parish of Alresford to help it decide planning applications in the neighbourhood area?”* With an overall turnout of 24.7%, 483 residents votes ‘YES’ and 18 residents voted ‘NO’ – a vote of 96.4% in favour of the plan.

If the majority of those who vote in a referendum are in favour of the Neighbourhood Plan, it must be ‘made’ (adopted) by the Local Planning Authority within 8 weeks of the referendum. An Order must be made by the local authority before it has effect. Decisions in relation to the making of Neighbourhood Plans are an executive function and it therefore falls to the Cabinet to confirm the making or adoption of the Neighbourhood Plan. It will then become part of the ‘Development Plan’ and will be a material consideration, alongside the District Council’s Local Plan, in the determination of planning applications and in making other planning decisions.

RECOMMENDATION

That Cabinet notes the result of the referendum held on Thursday 9th September 2021 and duly agrees that the Alresford Neighbourhood Plan (attached as Appendix 1) be ‘made’ and that the necessary publicity and notifications are administered in accordance with Section 20

PART 2 – IMPLICATIONS OF THE DECISION

DELIVERING PRIORITIES

The Alresford Neighbourhood Plan will support the Corporate Plan 2020-24 (aligned with the core themes of Tendring4Growth and Community Leadership) through delivery of interventions aimed at:

- Delivering High Quality Services
- Community Leadership Through Partnerships
- Building Sustainable Communities for the Future
- Strong Finances and Governance
- A Growing and Inclusive Economy

The Neighbourhood Plan supports and supplements the policies and proposals in the District Local Plan and seeks to achieve the objectives and aspirations of the Alresford community.

RESOURCES AND RISK

The Alresford Neighbourhood Plan has been prepared by Alresford Parish Council. The responsibilities for resourcing this project lay principally with the Parish Council as the 'qualifying body'. However, this Council has statutory duties in regards to the preparation of the Local Plan and Neighbourhood Plans and these have been discharged by the Strategic Planning and Place Team with relevant expenses funded through the 'Local Development Framework Budget'.

A Neighbourhood Plan, once formally adopted, will carry the same legal status as the District Local Plan (and other documents that form part of the statutory 'development plan') and therefore becomes a material consideration in the determination of planning applications. Applications for planning permission would therefore be determined in accordance with the development plan (including any Neighbourhood Plan), unless material considerations indicate otherwise

It is important that Neighbourhood Plans support and supplement the policies and proposals in the District Local Plan. To ensure this, Officers worked constructively with the Parish Council in an advisory capacity in the preparation of their Neighbourhood Plan and the plan was the subject of an independent examination in line with regulatory process.

LEGAL

The ability for a Town or Parish Council to produce a Neighbourhood Development Plan is contained within the Localism Act 2011. The Town and Country Planning Act 1990 ("the Act") and the Neighbourhood Planning (General) Regulations 2012 (as amended) provide the statutory process as to how a Neighbourhood Development Plan will be developed and implemented. The

Neighbourhood Planning (General) and Development Management Procedure (Amendment) Regulations 2016, introduced new statutory timescales by which decisions relating to Neighbourhood Planning have to be made.

Neighbourhood Development Plans give communities the opportunity to set planning policies as Neighbourhood Development Plans which will form part of the development plan of a local authority once implemented and will sit alongside the Local Plan. The District Council's responsibility as Local Planning Authority is largely technical in nature, for example advising on conformity with the Development Plan and checking that Plans have followed correct procedures. Once made, a Local Planning Authority must consider a Neighbourhood Development Plan when deciding applications for planning permission, along with any other material consideration.

Decisions in relation to the making of Neighbourhood Development Plans are an executive function, that is because Neighbourhood Development Plans are not Development Plan Documents as defined in regulation 5 of the Town and Country Planning (Local Planning) England Regulations 2012 and as such do not come within the list of plans and strategies listed in Column 1 of the table to Schedule 3 of the Local Authorities (Functions and Responsibilities) (England) Regulations 2000, which would require Council approval or adoption.

OTHER IMPLICATIONS

Area or Ward affected: Alresford Parish

Consultation/Public Engagement: See Supporting Information section below.

PART 3 – SUPPORTING INFORMATION

At the request of Alresford Parish Council, the Neighbourhood Area of Alresford was designated on 3 November 2016 for the purposes of preparing a Neighbourhood Plan and covers the whole of the administrative area of Alresford Parish. The Alresford Neighbourhood Plan has been prepared by the Parish Council who had undertaken local survey work and public engagement to inform the content of the plan. The Neighbourhood Plan was formally submitted to Tendring District Council who published the plan for consultation under Regulation 16 of the Neighbourhood Planning (General) Regulations 2012 (as amended). Some of the key policies and proposals in the Alresford Neighbourhood Plan include new open spaces, additional protection for existing open spaces, the identification of important non-designated heritage assets, encouragement of developments of new housing for older people; and additional policy requirements aimed at incorporating wildlife into new development.

Following submission of the Neighbourhood Plan to Tendring District Council, a consultation under Regulation 16 took place between the 24 August and 12 October 2020. In December Ms. Ann Skippers MRTPI was appointed by Tendring District Council, with the consent of the Parish Council, to undertake the independent examination of the plan and produce a report of her findings.

The independent examination commenced on Monday 14th December 2020 and on 20 January 2021 Ms. Skippers issued a note of interim findings, in which she identified a number of procedural matters and points of clarification that needed to be addressed, advising that additional work and consultation needed to be carried out for the issues to be resolved and for the examination to be completed.

Between 19 February and 09 April 2021, a focused consultation was held, with comments being invited specifically on:

- an updated SEA (Strategic Environmental Assessment) and HRA (Habitats Regulation Assessment) report;
- an updated Consultation Statement;
- the adoption of Section 1 of the Tendring District Local Plan (and any implications this may have had on the Alresford Neighbourhood Plan); and
- a list of non-designated heritage assets prepared by the Parish Council.

Following this additional consultation, the examiner was able to conclude the examination of the plan and she issued a report recommending minor modifications to the plan. Having considered each of the recommendations made within the examiner's report and the reasons for them, Tendring District Council (in accordance with the 1990 Act Schedule 4B paragraph 12), with agreement with the Parish Council, decided to make the necessary modifications to ensure that the draft plan meets the basic conditions set out in legislation.

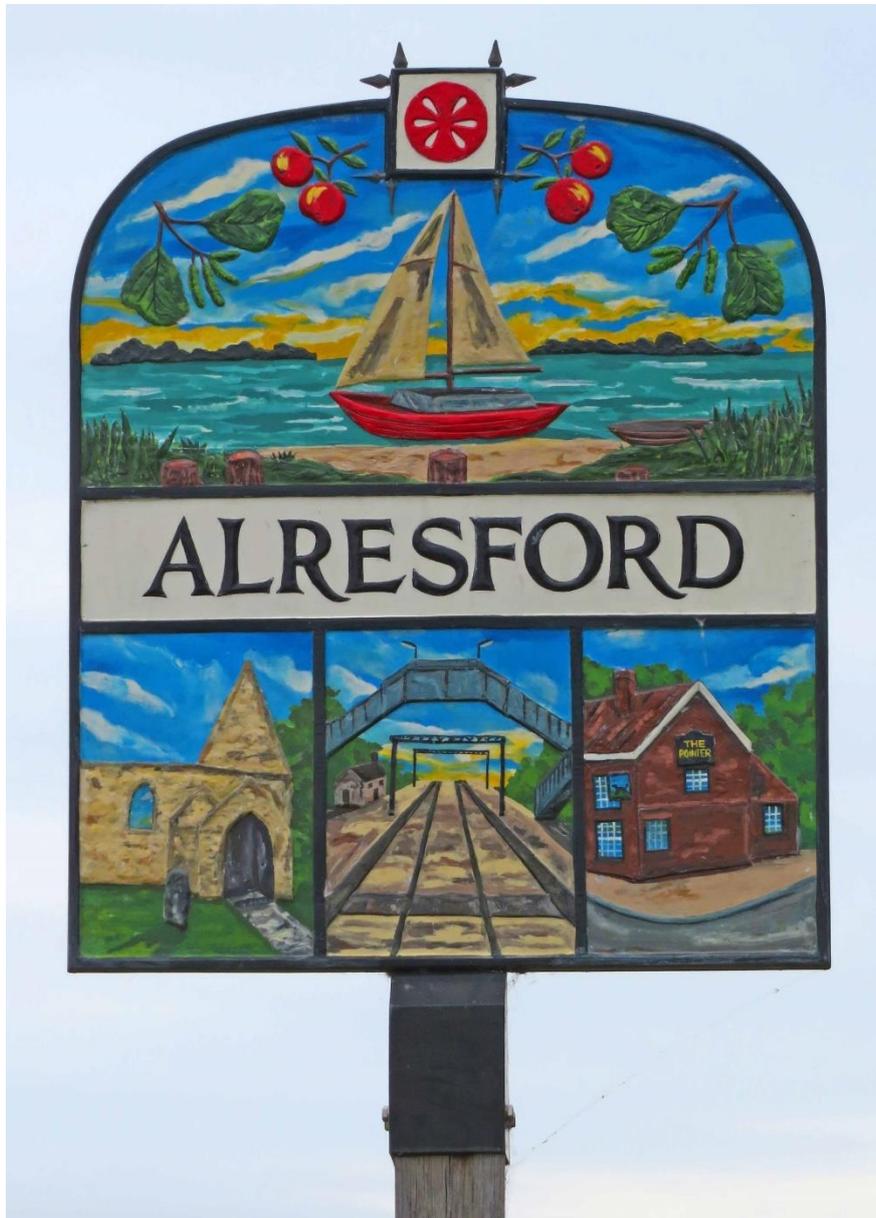
On 1st July 2021, the Acting Director of Planning in consultation with the Leader of the Council determined that the Neighbourhood Plan, with the necessary modifications, could proceed to a local referendum which was duly held on Thursday 9th September 2021. In the referendum which was administered by Tendring District Council, residents of the Parish of Alresford were asked "*Do you want Tendring District Council to use the Neighbourhood Plan for the Parish of Alresford to help it decide planning applications in the neighbourhood area?*" With an overall turnout of 24.7%, 483 residents votes 'YES' and 18 residents voted 'NO' – a vote of 96.4% in favour of the plan.

The Neighbourhood Plan must now be 'made' (or adopted) within 8 weeks of the referendum – at which point it will form part of the statutory development plan and will become a material consideration alongside the Local Plan in the determination of planning applications and other planning matters. On making the Neighbourhood Plan document will be made available on both the District Council and Parish Council's websites, and stakeholders will be notified, in accordance with Section 20 of the Neighbourhood Planning Regulations Town and Country Planning (Local Planning) (England) Regulations 2012.

APPENDICES

Appendix 1 – The Alresford Neighbourhood Plan

Alresford Parish Council



Alresford Neighbourhood Plan 2018-2033

June 2021

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1 INTRODUCTION

Purpose of the plan

- 1.1 This document represents the Neighbourhood Plan for Alresford parish for the period 2018 to 2033. The Plan contains a vision for the future of Alresford and sets out clear planning policies to realise this vision.
- 1.2 The principal purpose of the Neighbourhood Plan is to guide development within the parish. It also provides guidance to anyone wishing to submit a planning application for development within the parish. The process of producing a plan has sought to involve the community as widely as possible. The different topic areas are reflective of matters that are of considerable importance to Alresford, its residents, businesses and community groups.
- 1.3 Some of the Neighbourhood Plan policies are general and apply throughout the Plan area, whilst others are site or area-specific and apply only to the appropriate areas illustrated on the relevant map. Nevertheless, in considering proposals for development, Tendring District Council will apply all relevant policies of the Plan. It is therefore assumed that the Plan will be read as a whole, although some cross-referencing between Plan policies has been provided.
- 1.4 The process of producing the Neighbourhood Plan has identified a number of actions which have not been included in the policies' sections. This is because these are not specifically related to land use matters and therefore sit outside the jurisdiction of a Neighbourhood Plan. These actions will be addressed by the Parish Council outside of the Neighbourhood Plan process.

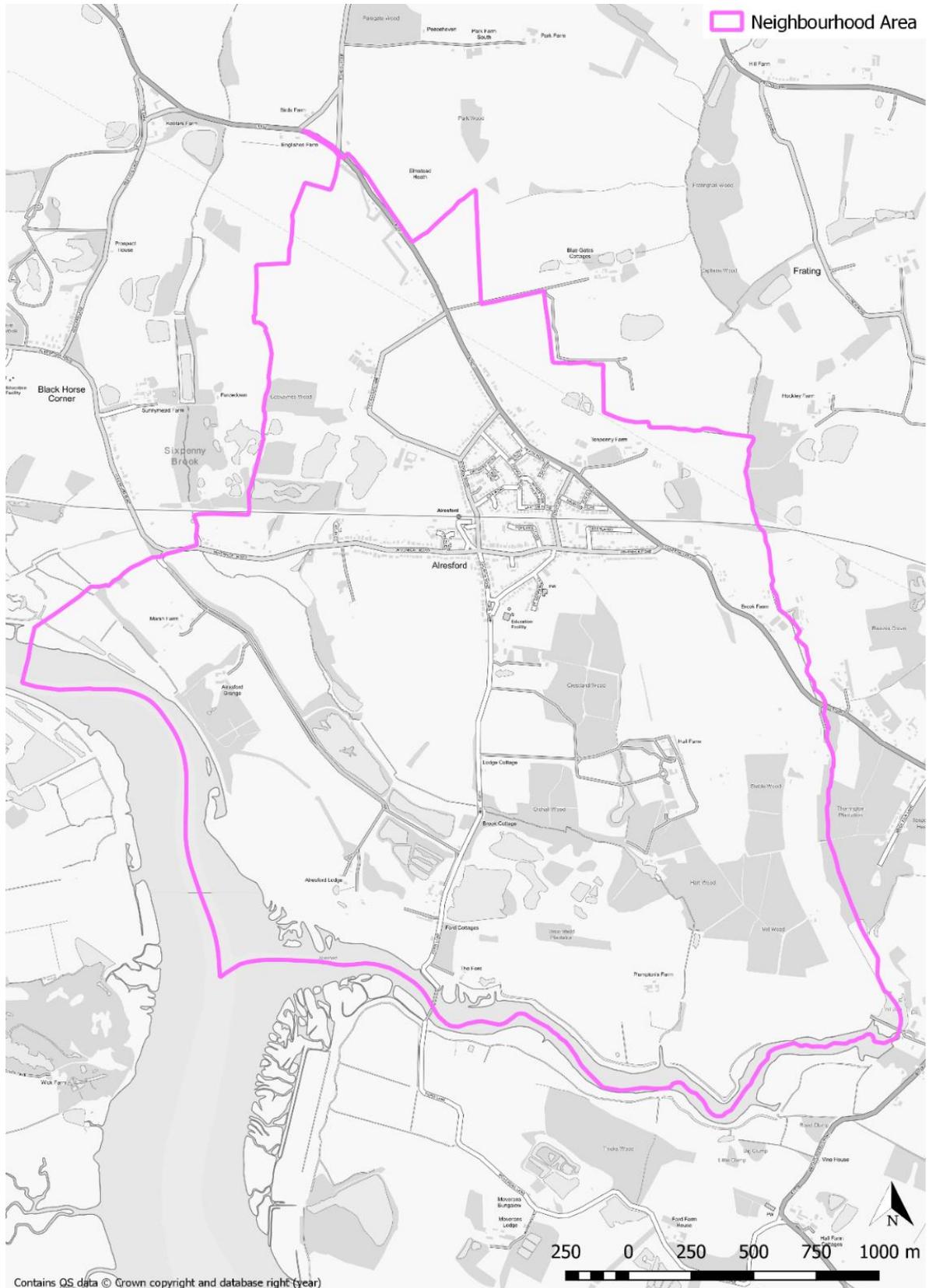


Policy context

- 1.5 The Neighbourhood Plan represents one part of the development plan for the neighbourhood area over the period 2018 to 2033, the other parts being the Tendring District Local Plan (2007), the Tendring District Local Plan 2013-2033 and Beyond: North Essex Authorities' Shared Strategic Section 1, the Essex Minerals Local Plan (2014) and the Essex and Southend-on-Sea Waste Local Plan (2017).
- 1.6 Tendring District Council, as the local planning authority, designated the Alresford Neighbourhood Area in November 2016 to enable Alresford Parish Council to prepare the Neighbourhood Plan. The Plan has been prepared by the community through the Alresford Neighbourhood Plan (ANP) Steering Group.
- 1.7 The ANP has been prepared in accordance with the Town & Country Planning Act 1990, the Planning & Compulsory Purchase Act 2004, the Localism Act 2011 and the Neighbourhood Planning Regulations 2012 (which were amended in 2015). The ANP Steering Group has prepared

the plan to establish a vision for the future of the parish and to set out how that vision will be realised through planning and controlling land use and development change over the plan period.

Figure 1.1: Alresford neighbourhood plan area/parish boundary



- 1.8 The map in Figure 1 below shows the boundary of the Neighbourhood Plan area, which is the same as the administrative boundary of Alresford parish.
- 1.9 Aspects of the Tendring Local Plan 2007 are considered to be out-of-date, based on the requirements of the National Planning Policy Framework (NPPF). Whilst it is still part of the development plan and its policies are used to determine planning applications (and therefore it has been ensured that the ANP is in general conformity with its strategic policies), it does not provide an up-to-date spatial framework to inform the development of the ANP. Rather, the reasoning and evidence informing the policies in the emerging Local Plan has been taken into account when preparing the policies in the ANP.
- 1.10 Tendring District Council is preparing a new Local Plan which is in two sections. The Section 1 Local Plan covers strategic matters and has been jointly prepared by Braintree, Colchester and Tendring Councils, assisted by Essex County Council. It was adopted in January 2021 and is now part of the Development Plan. The Section 2 Local Plan, which specifically covers Tendring district, is being examined and is expected to be adopted later in 2021. This Section 2 Plan is presented in the Tendring District Local Plan Publication Draft (June 2017). The following are considered to be draft strategic policy matters relevant to the preparation of the ANP:
- Policy SP3 (Meeting Housing Needs) establishes that at least 11,000 new dwellings must be delivered in Tendring district between 2013 and 2033. Principally this will be in the Tendring/Colchester Borders Garden Community which will deliver 2,500 dwellings by 2033 (with 1,250 of these dwellings within Tendring district) and up to 9,000 dwellings in total beyond the plan period.
 - Policy SP5 (Infrastructure and Connectivity) promotes more sustainable travel patterns through, amongst other things, maximising the use of the local rail network.
 - Policy SP5 also seeks to ensure that essential healthcare is provided as part of new developments. This is complemented by Policy HP1 (Improving Health and Wellbeing) which commits Tendring District Council to work with the NHS and Public Health to ensure residents can access high quality primary and secondary health care services. This includes supporting general practitioners to deliver a service which meets the needs of local residents.
 - Policy SPL1 (Managing Growth) identifies Alresford as a Rural Service Centre but there is no clear expectation to deliver a minimum number of dwellings.
 - Policy LP2 (Housing Choice) requires sites of 11 or more (net) dwellings to see a mix of housing sizes, types and tenures which reflects the housing need in the latest Strategic Housing Market Assessment. The policy also supports the development of bungalows, retirement complexes, extra care housing, independent living, starter homes, self-build and other forms of residential accommodation aimed at meeting the future needs of older and disabled residents as well as family housing.
 - Policy LP5 (Affordable and Council Housing) requires 30% of all sites of 11 dwellings or more to deliver 30% of these as affordable units.
 - Policy PP3 (Village and Neighbourhood Centres) identifies Alresford as a Village Centre and seeks to protect and enhance it as a centre for day-to-day shopping needs.

- 1.11 Essex County Council (ECC) is the Minerals Planning Authority for the Plan area and is responsible for preparing planning policies and assessing applications for mineral development. The Essex Minerals Local Plan 2014 forms part of the statutory Development Plan and should be read alongside the Tendring Local Plan. Active and unworked sand and gravel deposits are subject to a Minerals Safeguarding policy (Policy S8), which seeks to prevent deposits being sterilised by non-mineral development. Part of the neighbourhood plan area is covered by sand and gravel deposits, and hence subject to Policy S8. Mineral Consultation Areas require ECC to be consulted on all non-mineral related development within a distance of 250m around active quarries, mineral infrastructure and mineral deposits permitted for extraction.
- 1.12 Essex County Council is the Waste Planning Authority for the Plan area and is responsible for preparing planning policies and assessing applications for waste management development. The Essex and Southend-on-Sea Waste Local Plan (WLP) was adopted in July 2017 forming part of the statutory Development Plan and should be read alongside the Tendring Local Plan. The WLP covers the period from 2017 to 2032. It sets out where and how waste management developments can occur and contains the policies against which waste management planning applications are assessed. In particular, Policy 2 seeks to safeguard waste management sites and infrastructure and provides criteria where adverse impacts of development proposals are unlikely to be opposed.

Monitoring the Plan

- 1.13 Alresford Parish Council, as the Neighbourhood Plan authority, will be responsible for maintaining and periodically revisiting the Plan to ensure relevance and to monitor delivery.

2 LOCAL CONTEXT

History of Alresford

- 2.1 There have been settlements in and around Alresford (alders by the ford) since the Iron Age due to the benefits of a fertile soil and proximity to the once plentiful fish stocks of the River Colne Estuary. This provided countless generations of Alresford villagers with both food and trade. Agriculture is still important to the area although the coming of the railway in the 19th century gradually turned the village into a commuter base with workers travelling to Colchester and beyond.
- 2.2 The southern boundary of the village is formed by Alresford Creek, a tributary of the River Colne. The Creek is still navigable at high tide as far as Thorrington Tide Mill and provides moorings for a number of yachts. The old Roman Ford is clearly visible at low tide. To the west is the town of Wivenhoe, which can be reached by road or a footpath which follows the dismantled former railway line which ran adjacent to the river. This railway line opened in 1866 and was part of the 'Tendring Hundred Railway,' which went to Brightlingsea via a swing bridge over the Creek. It was a victim of the cuts in railway services of Dr Beeching and removed in 1964. The village of Elmstead Market borders Alresford to the north.
- 2.3 Fruit orchards and farms were once the predominant landscape features in and around Alresford, however housing development and the necessity to provide building materials means Alresford is surrounded by current and former gravel workings. The gravel was originally exported to London via sailing barges from Alresford Creek. The remains of a conveyor system from the processing plant to the creek can still be seen between offices of the current gravel company and the riverbank.



Ballast barge jetty and bucket chain pylon gravel conveyor system, Alresford Creek

- 2.4 The village has a Primary School and a church. St. Andrew's is a modern building constructed in 1976 to replace the original St. Peter's Church which was destroyed by fire in 1971. The shell of the original building remains and is a scheduled monument, with the War Memorial nearby. Scattered throughout the Parish are a number of listed buildings notably Alresford Hall and The Quarters, an especially attractive property which has altered very little externally since it was painted by John Constable almost two centuries ago.



St Peter's Church before it was destroyed by fire in 1971

- 2.5 The Village Hall and playing fields in St. Andrews Close are much used facilities and attached to the Village Hall, is the 'Pavilion'; home of the Colne Rangers Football Club and meeting place for Alresford Parish Council.
- 2.6 The centre of the village, which is identified on the Policies and Inset Maps, is approximately a mile north of the Creek and located around the railway station. For a relatively small village Alresford is hard to match for the quantity and quality of amenities. The railway station has clearly influenced the development and planning of the village during the past 150 years, including the migration of the village centre from near the old church to around the station. The main shopping centre is here and includes; a Post Office, take-away food shops, retail outlets and 'The Pointer' public house in nearby Wivenhoe Road. There are also numerous small businesses along Main Road and in Cockaynes Lane.
- 2.7 The main housing estates in the village were built in the 1960's and 1970's with a predominance of bungalows and a general mix of housing styles relating to those decades. In 2018 work commenced on a new housing development for 228 properties on sites either side of Cockaynes Lane.
- 2.8 Analysis of sites in the planning pipeline (i.e. with planning permissions or under construction) as at June 2019 in Alresford parish shows that there are 314 such dwellings. To put this in context, this represents a 36% increase on the number of homes in Alresford parish since 2011.

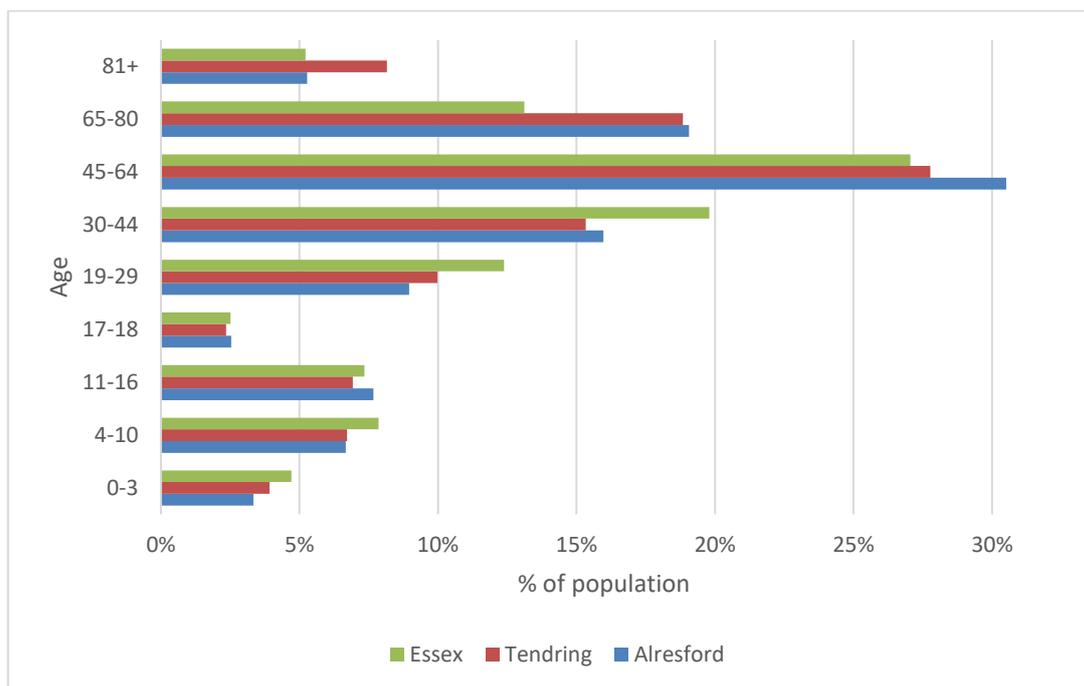
Profile of the community today

- 2.9 Unless stated otherwise, the profile of the community has come from the 2011 Census.

Population

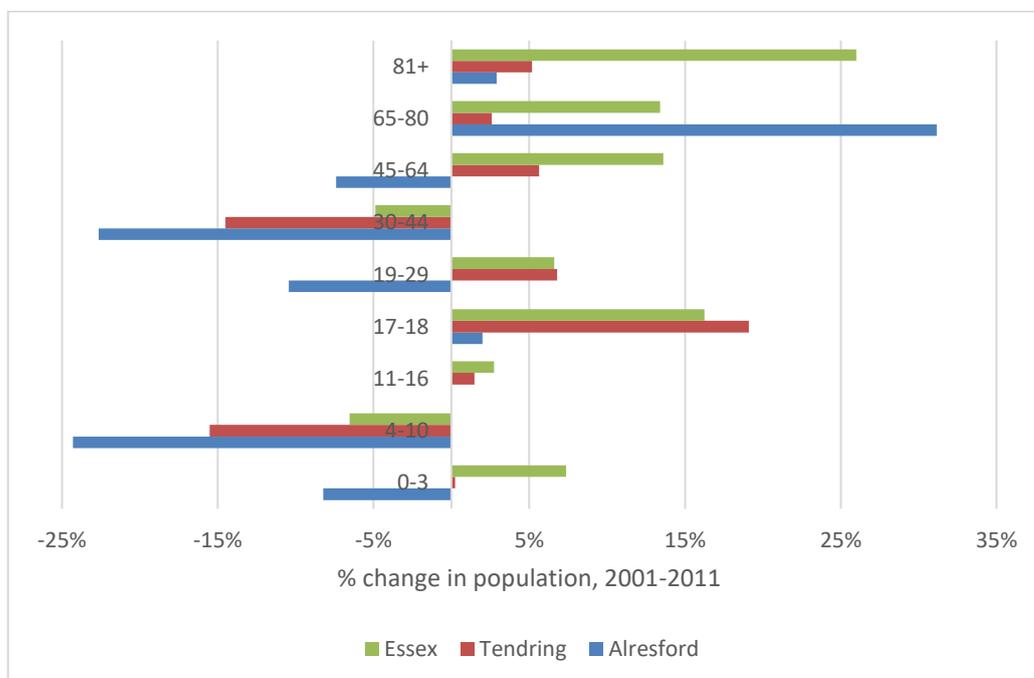
- 2.10 In 2011, the population of the parish was 2,009. The age profile is generally in line with that of Tendring district and Essex county although Alresford does have a slightly higher proportion of people ages 45-64. In addition, its population of older retirement age (81+) is below Tendring district, which does have a very high proportion of people of this age (see Figure 2.1). One point to note from this is that, with a high proportion of people approaching retirement age, the population of people of retirement age is likely to increase significantly over the plan period.

Figure 2.1: Population profile, 2011



2.11 Between 2001 and 2011, the population of Alresford decreased by 118 persons, a 6% fall compared with 6% growth across Essex county as a whole. What is particularly interesting is the change in population by age group.

Figure 2.2: Change in population, 2001-2011

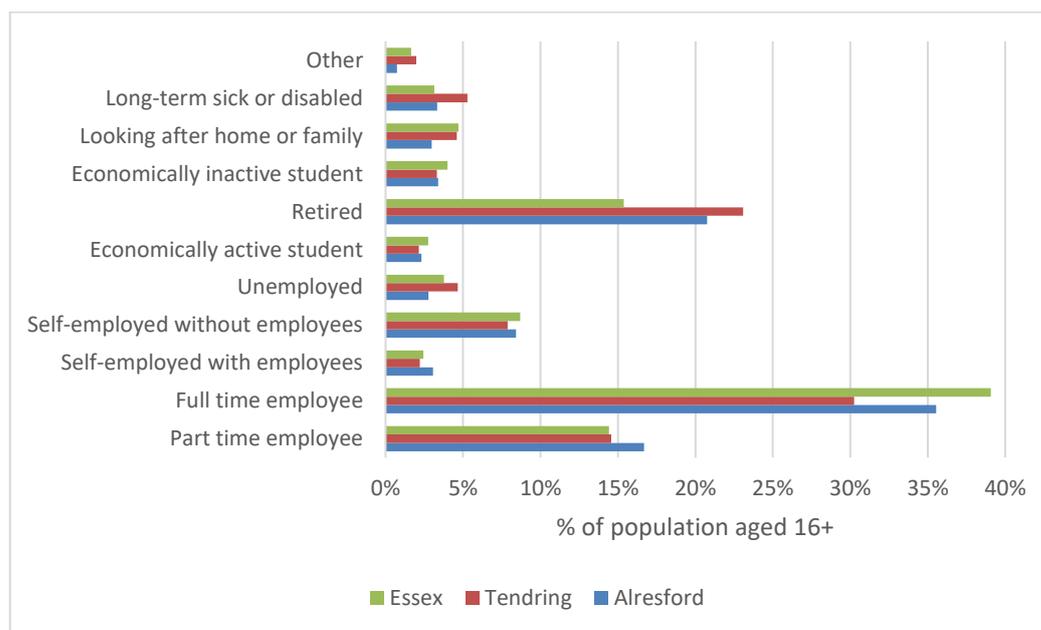


- 2.12 Alresford experienced very strong growth in its retirement population (aged 65 and older) whilst also experiencing a decline in much of its population of working age (aged 19 to 64). This demonstrates not only an ageing population structure but also a declining workforce although, as shown in Figure 2.1, it still has a high population of older working age (45 to 64). Also, this could be partially offset by the increase in young people that will be of working age during the plan period (age 11 to 29). This is shown in Figure 2.2.
- 2.13 It is also important to note that this data reflects change over the period up to 2011. Since that time, a significant number of new dwellings have been built in Alresford, with an equally significant number in the planning pipeline. This is likely to have an impact on the age profile.

Work

- 2.14 What is noticeable about Alresford’s population of working age (16 to 74) is that it has a comparatively high proportion of people in full-time employment. Alresford’s overall level of economic activity is broadly in line with Tendring district and Essex county. This is shown in Figure 2.3.

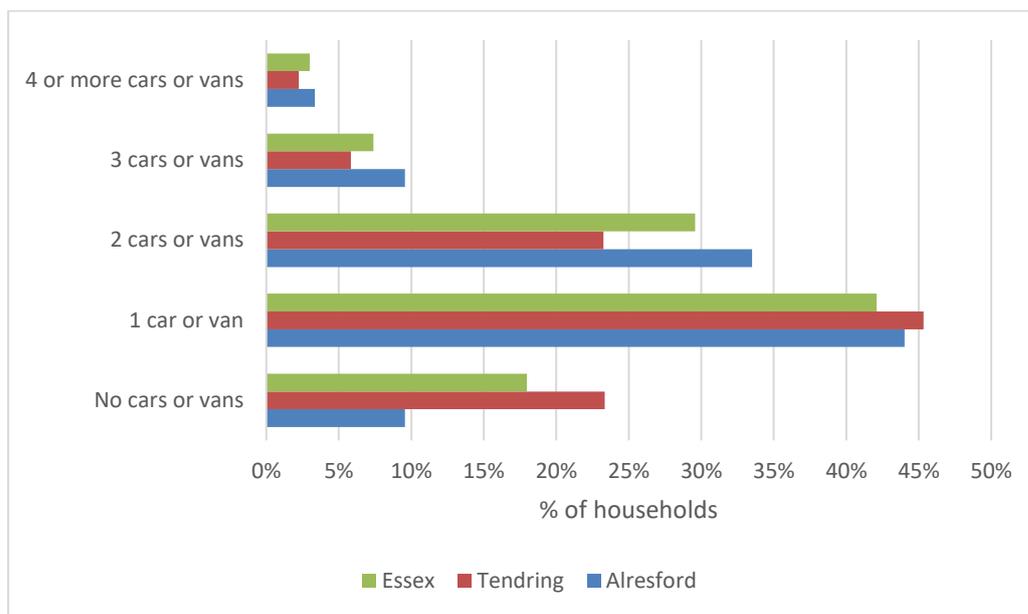
Figure 2.3: Economic activity, 2011



N.B, ‘Economically active students’ are students who are also working as well as studying. ‘Economically inactive students’ are not undertaking paid work in addition to their studies.

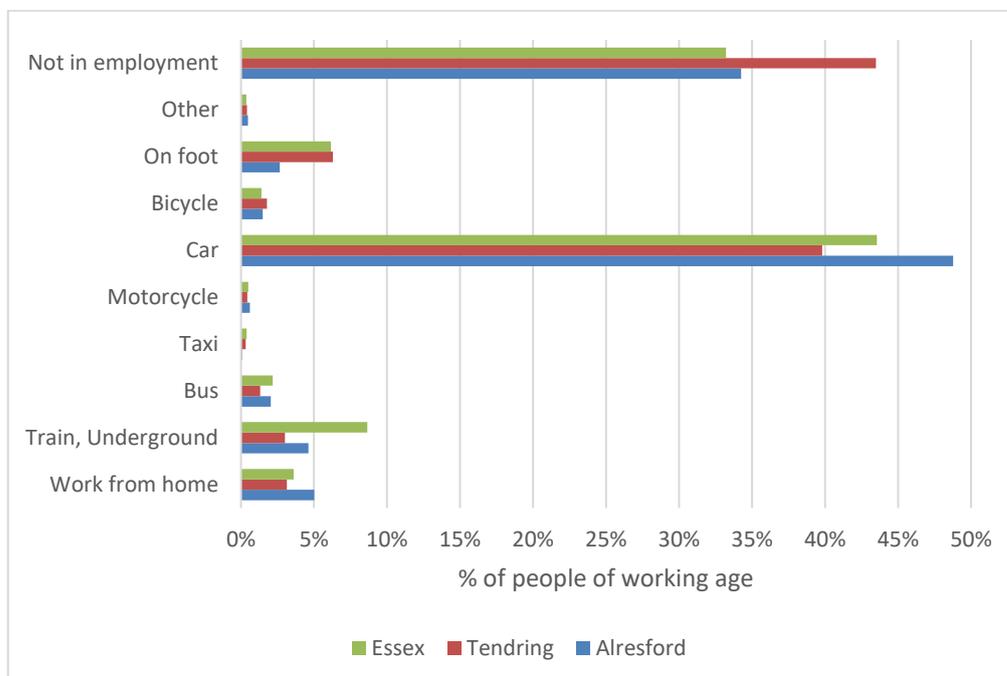
- 2.15 The large majority of those in work travel to work by car. This is supported by Census figures on access to a car by households. Over 90% of households have access to at least one car or van, with nearly half (46%) having access to two or more cars or vans. This represents high car ownership and is well above the district and county average.

Figure 2.4: Car or van availability, 2011



2.16 In Alresford the car is the most heavily used mode of transport for travelling to work. The responses to the Neighbourhood Plan survey carried out in 2018 reinforce the 2011 Census results shown in Figure 2.5.

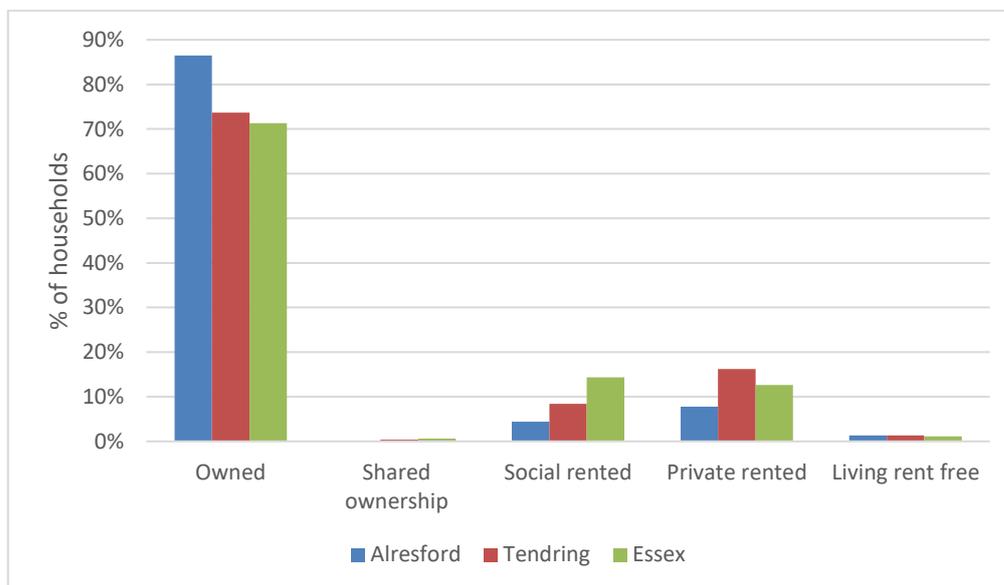
Figure 2.5: Mode of transport to work, 2011



Housing

- 2.17 The ownership profile of dwellings in Alresford shows that it is predominantly owner occupied, at over 85% of all properties. This is well above proportion in Tendring and Essex at 74% and 71% respectively. This is shown in Figure 2.6.

Figure 2.6: Ownership profile of housing, 2011



- 2.18 By contrast, Alresford has a very low proportion of social rented housing stock - just 4% compared to 8% across the district as a whole and 14% across Essex.
- 2.19 In summary, the profile of Alresford is like that of many rural communities today, i.e. an ageing population, with high levels of economic activity, car and home ownership. Whilst there are no significant issues of deprivation which need addressing, the ageing population and the importance of retaining the vibrancy of the local community are important issues for Alresford to address over the lifetime of the plan.

Main infrastructure issues in Alresford

- 2.20 The issues below reflect the relevant issues in Alresford today, as informed by the three community surveys undertaken as part of the development of the Neighbourhood Plan.

Railway

- 2.21 Alresford is predominantly a dormitory settlement and is dependent upon the railway for its very existence. It was not until the railway was constructed in the village that the population grew and even now this is a main route to employment for many of the inhabitants of the village. Today the station still retains some buildings of importance to the history of the railway.



Alresford Railway Station and level crossing

- 2.22 Although there are four trains per hour using the line to provide access to Colchester, Clacton on Sea and Walton on the Naze, only one train per hour in each direction stops to provide service to these places.
- 2.23 The railway line provides an essential element of infrastructure for the village and this is expected to increase in importance as the population of the village grows.

Roads

- 2.24 Alresford is dependent upon the roads network to ensure that inhabitants are able to access local facilities in the nearby urban areas. Whilst the railway provides direct access to Colchester, Clacton on Sea and Walton on the Naze it does not serve the surrounding villages of Brightlingsea, St Osyth and Elmstead Market. Consequently these can be accessed easily by car owners but inhabitants that do not have a car are very dependent on bus services.
- 2.25 Currently the village is served by a bus service along Wivenhoe Road connecting Alresford to Brightlingsea, Wivenhoe, University of Essex and Colchester with four buses per hour daytime in each direction Monday to Saturday with a much-reduced service in the evening. Sunday service is restricted to a bus in each direction every two hours. There is also an hourly daytime bus service, Monday – Friday, to and from Clacton-on-Sea and Walton-on-the-Naze. There is no service in the evening or on Sundays.



The busy B1027, also a pedestrian route

- 2.26 For a rural village such as Alresford to remain a sustainable location, the provision of safe reliable and convenient public transport is important.

Health

- 2.27 Health in the village is catered for by the Colne Medical Centre which is based at Brightlingsea although there is a satellite surgery in the village. This building however is not owned by the Colne Practice but is leased. Discussions with the Clinical Commissioning Group (CCG) have indicated that there are no long-term intentions to provide a surgery at Alresford should the current tenure situation change.



Alresford Surgery

- 2.28 This situation is of considerable concern to the community of Alresford. Should the surgery close residents will have to travel to Brightlingsea for medical treatment which for many residents, who do not have access to their own means of travel, means that they will be forced to rely on public transport. The reductions in bus services which have occurred, and are likely to continue longer term, means residents will find it increasingly difficult to receive medical attention.
- 2.29 In addition, the provision of a dispensary at the existing surgery gives residents a point in the village where they can readily access prescriptions. It is important that this facility is maintained in order to obviate the need for residents to travel to either Brightlingsea or Wivenhoe in order to have access to pharmaceutical services.

Business and Employment

- 2.30 Gravel extraction is the largest business in the village and the 'worked out' gravel workings offer opportunities for business development mainly in the leisure environment.
- 2.31 There are some smaller businesses located in Cockaynes Lane and HGV access to this site has improved with the widening from Station Road to Pippin Way (the new road access to the largest approved housing development), despite objections by local residents.
- 2.32 On the northern side of the B1027 is the Alresford Business Centre, a small business park with approximately 20 units. There is land around this for further development but attention needs to be given to access onto the B1027.

- 2.33 Many smaller businesses exist and several of these operate from resident's homes and, even though Essex University in nearby Wivenhoe is a major employer for the area, most residents travel to Colchester, neighbouring towns and London for employment.
- 2.34 There are several farms in the parish but like all agricultural enterprises the use of labour is reducing as farming becomes increasingly mechanised.

Education

- 2.35 The village has its own primary school but for secondary education pupils have to travel to Brightlingsea or Colchester.
- 2.36 Extra accommodation has recently been provided at the Primary School and improvements have been made to the play area. Further construction work is in progress to accommodate the forthcoming population growth.
- 2.37 There is a Montessori Nursery in the village but there are few facilities for poorer families other than family members and informal arrangements with relatives and friends. The provision of new housing which has occurred over the past year has made the need for pre-school facilities ever more pressing.

Footpaths and footways

- 2.38 There are many footways (pavements) in the village but on the whole these are poorly maintained especially in respect of those associated with main roads. With increasing emphasis on public health and associated health promotion a network of continuous and well maintained footways are essential to promote safety and public health.



Cockaynes Wood Nature Reserve



'Cut Throat Lane' (Marsh Farm Lane) and views over the River Colne

2.39 Figure 2.7 shows the network of footpaths (public rights of way) in Alresford.

2.40 Many of the attractions within the village are not readily accessible by footpath and with respect to the Creek, the public footpath to Wivenhoe and the ruins of St Peters Church can only be accessed along a narrow lane with no footpath provision.



Car on narrow lane (Ford Lane)

2.41 Likewise, despite the walk from the village to Wivenhoe offering attractive views over the Colne estuary along the Wivenhoe Road, there is no footway on a road that is narrow in places and has fast moving traffic.

The Creek

- 2.42 Alresford Creek is a protected Area of outstanding Natural Beauty that is also a Biological and Geological Site of Special Scientific Interest. This is a valuable asset to the residents of the village, walkers, naturalists and sailors alike, to be managed and enhanced in line with the ECC HRA¹ and Essex coast RAMS² criteria outlined in paragraphs 8.7-8.10 and Policy ALRES9. Alresford Parish Council will continue to work in partnership with Colchester Borough Council and other organisations in order to protect and conserve the Creek's unique natural environment.



Alresford Creek

Public Buildings

- 2.43 The two public buildings in Alresford are the Village Hall and The Pavilion which have been extended to provide a range of facilities for the local population as well as being available for people from further afield to hire.



Alresford Village Hall

- 2.44 The Village Hall is used six days a week for a range of activities for both adults and children. The Pavilion is used by both youth and adult players of Colne Rangers Football Club. Alongside the

¹ Habitats Regulations Assessment

² Recreational disturbance Avoidance and Mitigation Strategy

Pavilion is the playing field that offers facilities for a range of sports and festivals throughout the year.



The modern St Andrew's Church

- 2.45 There is a relatively new church building, St Andrews, that has well apportioned accommodation for many different community activities to take place. This space is also well used by the community for a range of activities.

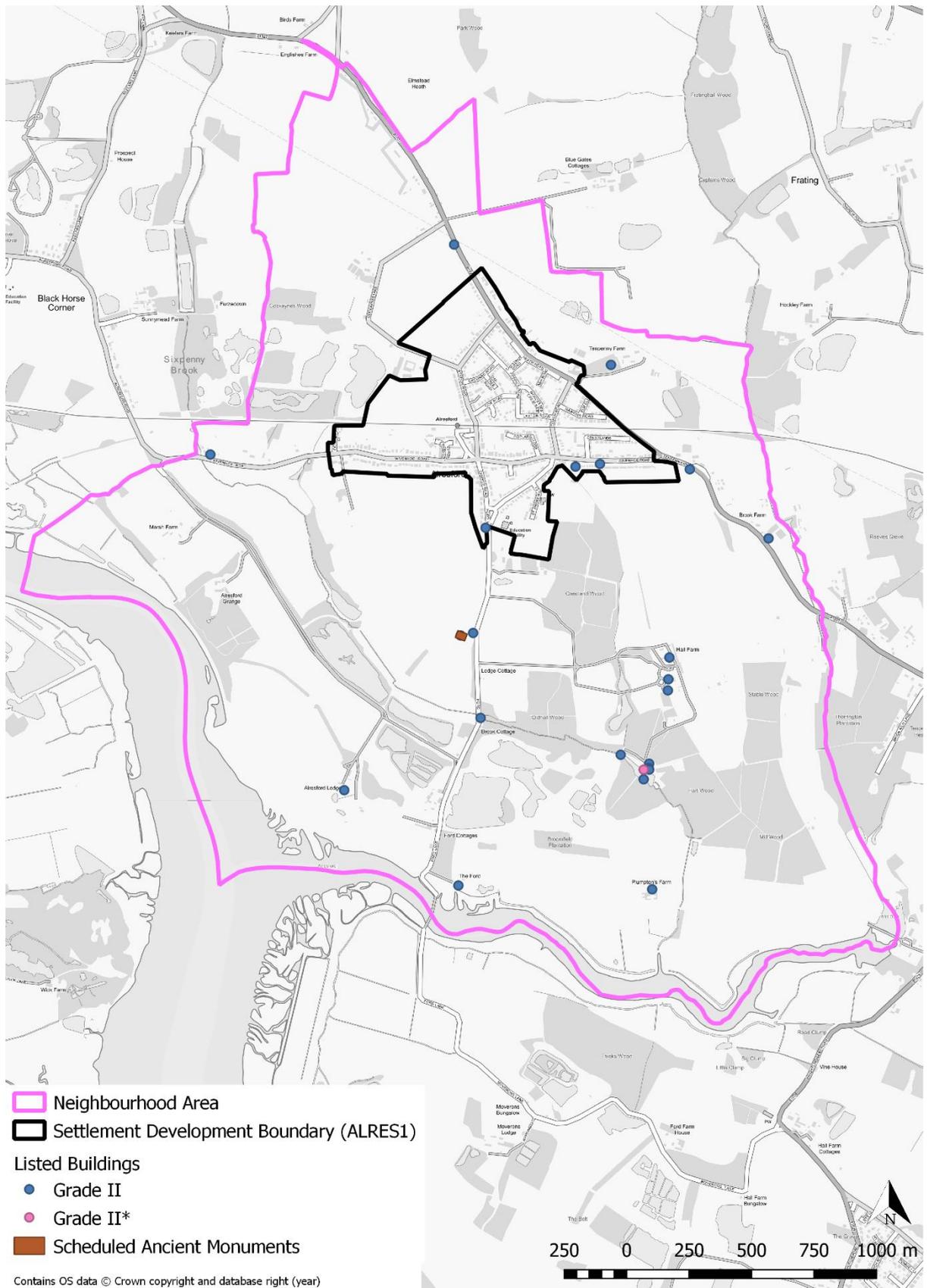
Historic Buildings

- 2.46 Alresford parish has 24 nationally listed buildings or structures. Of these, 22 are Grade II listed and one is Grade II* listed. The remains of St Peter's Church are a scheduled monument. These are shown in Figure 2.8.
- 2.47 The only historic building in the village with open access for all is the ruins and graveyard of the St Peter's Church. Parts of this building date back to the twelfth century and exhibit the remains of a roman villa.



The ruins of St Peter's Church and graveyard

Figure 2.8: Listed buildings and structures in Alresford



3 VISION AND OBJECTIVES

Challenges for Alresford

3.1 The Alresford Neighbourhood Plan seeks to address, as far as possible, the challenges that face the community of Alresford. This also reflects the objectives and issues identified and articulated in Section 2 of the Tendring District Local Plan Publication Draft (June 2017) and other challenges identified through the engagement process for the Neighbourhood Plan. In summary these challenges are:

- Ensure that any new homes developed cover the broad demographic range of residents.
- Encourage movement through and within the village that promotes the wellbeing of parishioners and visitors.
- Maintain the special character of our natural environment, whilst making it accessible to all.
- Create a 'heart' for the community activity in the village around the village hall, playing fields and church and seek to better connect this with the other area of primary activity around the shops, station and pub..
- Build on the current community-led stewardship of Alresford to accommodate the planned 30% expansion in housing over the next 3 years.



Vision for Alresford

3.2 A broad vision for Alresford as a 'larger village' in the 'rural heartland' of Tendring District has been laid out in Section 2 of the Tendring District Local Plan Publication Draft 2017:

'In the District's substantial rural heartland, the smaller towns of Manningtree, Lawford, Mistley and Brightlingsea, along with some of the larger villages, will have seen some modest levels of new housing and employment development to support local shops and services, address local issues, provide for local needs and facilitate investment by local businesses in job opportunities.'

3.3 The ANP builds on that vision and allows residents to make real choices about how they would like their village to develop through the plan period by:

- Understanding and promoting, at a local level, the housing needs for residents today and in the future;
- Providing and supporting clubs and facilities that offer opportunities for enhancing the wellbeing of residents through exercise and social contact;
- Providing a safe and flexible place for people to live, work and commute;

- Protecting and improving the amenity value of the built and natural environment for residents and visitors in both the local and wider community;
- Nurturing and encouraging an environment that allows social enterprise to flourish through volunteering and giving, to enhance the lives of all residents; and
- Promoting residents' aspirations of remaining a walkable village with the station area at its heart and providing an environment in which children and adults of all ages can flourish and develop.

Neighbourhood Plan Objectives

3.4 The objectives of the Neighbourhood Plan as identified through engagement with the community are as follows:

- i. Objective 1: Housing – meet the particular needs of the community of Alresford for housing and facilities as they arise over time, including serving the needs of an ageing population.
- ii. Objective 2: Movement – Increase safe walking and cycling for local journeys through the village.
- iii. Objective 3: Community infrastructure and public realm – Protect and enhance the assets in the village, including green spaces, community buildings and facilities and the local shopping area.
- iv. Objective 4: Environment and heritage – Preserve and enhance the environment and heritage of Alresford, including its local wildlife and historic assets.

4 SPATIAL STRATEGY

- 4.1 The North Essex Authorities³ adopted Local Plan Part One (LPP1) is required to provide for significant levels of housing growth in order to address the identified needs of the three districts over the Plan period to 2033. For Tendring district, the housing requirement is 11,000 dwellings over the period 2013 to 2033. The emerging Tendring Local Plan Part Two (LPP2)⁴ identifies Alresford as a 'Rural Service Centre', meaning that it will accommodate a 'modest increase in housing stock'⁵ that it will play a role in addressing local housing needs, supporting the village economy and assisting with the overall housing growth proposed of the District.
- 4.2 The granting of planning permission on sites in Alresford totalling 314 dwellings⁶ between 2017 and 2019 means that no additional sites are currently allocated for further development in the village. However, development will still be expected to come forward and it is therefore important to develop a strategy which is clear about the appropriate locations for different types of development.
- 4.3 The spatial strategy seeks to ensure that development is focused within the settlement development boundary of Alresford, as shown in the Policies Map in Section 10, but that there is flexibility around the development of uses that would enhance Alresford's role as a Rural Service Centre and address the needs of the local community. Policy SPL2 (Settlement development boundaries) of the emerging Tendring LPP2 provides the strategic policy context focusing growth within the settlement development boundary – which includes sites in the planning pipeline – but considering appropriate uses outside the boundary, e.g. Policy LP7 (Self-build and custom-built homes) and Policy LP10 (Care, independent and assisted living).
- 4.4 In Alresford, there are considerable needs relating to the ageing population. In light of this, the provision of dedicated retirement housing, sheltered housing, extra care housing and care facilities outside but adjacent to the settlement development boundary will be viewed favourably. Such proposals would have to demonstrate that there are no other suitable sites within the settlement boundary that are available or deliverable.

³ Braintree district, Colchester borough and Tendring district

⁴ The Submission Version of the Tendring Local Plan Part Two was submitted for Examination in October 2017. The Examination of this Plan will commence once the LPP1 has been declared sound.

⁵ LPP2 Submission Version, paragraph 3.2.1.3.1

⁶ Source: Tendring District Council planning application database (see Appendix A)

POLICY ALRES1: ALRESFORD SPATIAL STRATEGY

- A. New development in Alresford parish shall be focused within the settlement development boundary of Alresford village as defined on the Policies Map.**
- B. Development proposals within the settlement development boundary (as defined on the Policies Map) will be supported subject to compliance with the other policies in the Development Plan.**
- C. All residential development proposals will be expected to address the following key matters:**
 - i. Ensure they address the evidence-based housing needs of the Alresford Neighbourhood Area; and**
 - ii. Contribute as necessary towards education infrastructure and other key infrastructure which shall include health, transport and movement, community facilities, utilities and public realm improvements, through direct provision and/or developer contributions (including Community Infrastructure Levy and/or Section 106).**
- D. The provision of housing and care facilities that meet the needs of older people will be supported in the countryside immediately adjacent to the settlement development boundary in accordance with Policy ALRES2. Such proposals must demonstrate that there are no other alternative sites that are suitable or deliverable.**

5 HOUSING

- 5.1 The importance of delivering a range of housing to address the needs not only of Alresford but also, to a limited degree, the wider needs of the housing market area is significant. The Strategic Housing Market Assessment covering Tendring district⁷ recognises that Tendring district has some very specific housing needs. In particular, it forecasts that the number of people aged 65 or over with a limiting long-term illness that limits them a lot will grow by nearly 3,800 (37%) across the district over the 15-year period to 2030⁸. As a result, the district will have by far the highest number of such people of all the four districts in the housing market area.
- 5.2 In terms of specialist accommodation, this expected growth of people aged 65 or over with a limiting long-term illness will mean a need for significant additional sheltered and extra care housing units across the district over the plan period. The vast majority of this need is forecast to be for sheltered housing.
- 5.3 In terms of demand, forecasts from Essex County Council show that in the Tendring district in 2019 there are a total of 11,008 households with at least one person over the age of 75 and 20,467 people over the age of 75, of which 405 have a care package funded by ECC of between 6-15 hours of care a week (6 hours is currently the minimum care hours criteria for Extra Care).
- 5.4 There are currently three Extra Care schemes in the Tendring district - Rosebank Park (70 units) in Harwich, Beaumont House (60 units) in Walton and Canters Meadow (30 units) in Clacton, with an additional scheme in Clacton, Coppins Court (60 units), due to commence development in Spring 2020.
- 5.5 As at late-2019, Essex County Council is forecasting a current need for 292 units of Extra Care in Tendring district.
- 5.6 Reflective of this significant district-wide demand, the theme of housing and care provision for the elderly was raised as an issue of concern by local people consistently throughout the development of the ANP. A Housing Needs Survey was undertaken in late-2017 and published in 2018⁹ which found that 70% of respondents¹⁰ considered themselves to be in need of alternative accommodation within the next two years. Of these, 57% were seeking a 2-bed property. Whilst the survey did not analyse the age of each respondent, the older age profile of the parish means that it is likely a significant proportion of these short-term needs are by older people. In the detailed survey to inform the ANP, 85% of respondents supported the provision of warden-controlled sheltered housing for older people of those with mobility/health issues.
- 5.7 It is important that any housing or care facilities which address the needs of the ageing population must be well located in respect of shops and services. This is particularly the case for housing types where residents are more independent and mobile, therefore need to be able to shop and access local services. This relates to retirement complexes, extra care housing (also known as 'very

⁷ HDH Planning & Development (2015) *Braintree, Chelmsford, Colchester and Tendring Councils Strategic Housing Market Assessment Update*

⁸ SHMA Update, Table 6.3

⁹ RCCE (2018) *Alresford Housing Needs Survey*, for Alresford Parish Council

¹⁰ The survey had a 25% response rate

sheltered housing') and sheltered housing. A care home has more flexibility in where it is located because its residents have their day-to-day needs provided on site.

- 5.8 Policy ALRES2 works with Policy ALRES1 to maximise the opportunities available for provision of housing and other facilities to meet the full range of needs of older people. This includes care homes, sheltered housing and extra care housing that are likely to be a mix of tenures as well as retirement complexes which may be privately provided. Equally though, market housing which is open to all people can still meet the needs of older people if designed with their needs in mind, e.g. are capable of adaptation as people's needs change over time. What will help to integrate such housing developments into the community of Alresford is if they are brought forward as community-owned schemes which are designed in a way to maximise community cohesion. Rural exception sites¹¹ and community land trusts¹² are good examples of local ownership and co-housing is a way of providing housing specifically designed to operate as a community as opposed to a series of individual private units. Such examples of development were recommended in the Alresford Housing Needs Survey. Alresford Parish Council will work with landowners and providers of affordable housing¹³ to ensure that such provision is maximised and that opportunities for people with a local connection to access such housing are provided.

POLICY ALRES2: PROVISION FOR THE AGEING POPULATION

- A. In order to address the needs of older people in Alresford, development that provides housing and care facilities specifically designed to address their needs will be supported. This includes the provision of sheltered housing, retirement complexes, extra care housing and specialist care facilities (Class C2).**
- B. Provision of housing for older people is encouraged to be delivered through mechanisms which retain local ownership and maximise community cohesion, e.g. rural exception sites, community land trusts, co-housing or almshouses.**
- C. The provision of any type of housing for the ageing population that does not provide on-site care should ensure there is safe and easy access within reasonable walking distance to the shops, services and bus stops in Alresford village.**

¹¹ **Rural Exception Sites** are small sites used for affordable housing in perpetuity where sites would not normally be used for housing. Rural exception sites seek to address the needs of the local community by accommodating households who are either current residents or have an existing family or employment connection. A proportion of market homes may be allowed on the site at the local planning authority's discretion, for example where essential to enable the delivery of affordable units without grant funding.

¹² **Community Land Trusts (CLTs)** are set up and run by ordinary people to develop and manage homes as well as other assets. CLTs act as long-term stewards of housing, ensuring that it remains genuinely affordable, based on what people earn in their area.

¹³ **Affordable housing** is defined as housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers). This can either be affordable housing for rent, Starter Homes, discounted market sales housing (sold at a discount of at least 20% below local market value) or other routes such as shared ownership.

- 5.9 It should be noted that, whilst Policy ALRES2 addresses specific types of provision for older people, this does not mean that the needs of other types of resident are not considered important. The engagement with the community of Alresford to inform the plan preparation showed that the needs of first-time buyers and families were equally important. However, policies to ensure that new developments provide a mix of the housing that is needed in an area are being developed through the Tendring District Local Plan Publication Draft (Policy LP2, as described in paragraph 1.10 of the Neighbourhood Plan). To duplicate such policies is unnecessary.
- 5.10 Policy ALRES2(C) directs housing for the ageing population that does not provide on-site care to be located within 'reasonable walking distance' of shops, services and bus stops. There is no precise definition of 'reasonable walking distance' or what represents 'easy access' but this must take into account the fact that the intended occupiers will be older and comparatively less mobile than those without specific needs and that any routes must minimise difficulties associated with crossing roads or navigating routes where levels change.

6 MOVEMENT

- 6.1 As a rural village, movement is predominantly by car, particularly where residents need to travel to work and shops and services for all bar the most basic everyday goods. The railway station does provide an alternative for journeys to Colchester and beyond but, as the Census information shows, car ownership in Alresford is high.
- 6.2 Alresford is situated on the B1027, one of the main routes connecting Clacton to Colchester. It therefore has significant amounts of traffic using it, including heavy goods vehicles. The speed of traffic along this route (a 40mph speed limit) coupled with the narrow pavements and lack of dedicated cycle paths, makes it unattractive for walking, wheelchairs and cycling.



Narrow pavement along the B1027

- 6.3 Improved access for pedestrians and cyclists is needed to help link Alresford with the surrounding villages, particularly Thorrington and Wivenhoe – this relates to the leisure routes which are discussed below. This is important because the survey undertaken to inform the ANP showed that whilst nearly 9% of respondents walked to work and nearly 5% cycled, the inadequacy of the footpaths discouraged people from walking.
- 6.4 An example of a safer route is along the B1029 between Thorrington Mill and Brightlingsea Church, where pedestrian and cycle access is largely separated from the vehicular traffic on the road. If an equivalent roadside footway were provided alongside B1027 to Thorrington that would allow safe cycling and walking to Thorrington and Brightlingsea and connect Alresford residents to a greater range of shops and services, as well as access to employment opportunities on foot and by bicycle.



Dedicated footpath and cyclepath along B1029 between Thorrington Mill and Brightlingsea Church (source: Google Streetview)

- 6.5 In addition, greater pedestrian movement can be encouraged with safe crossing of the B1027. In particular, access to the Alresford Business Centre on the east side of the B1027 close to the junction with Coach Road could be improved with a suitable pedestrian crossing.



Requirement for safe pedestrian crossing of Alresford Business Centre at junction of B1027 and Coach Road (source: Google Streetview)

- 6.6 One issue for children is the difficulty for many of walking safely to Alresford Primary School. The school is in the south of the village but for those in the north, there is the need to cross Wivenhoe Road, on which along its length through the village, there is only one dedicated crossing. Parents reported that this discouraged many from allowing their children to walk to school. It is important that there are safe routes to school to encourage more walking by children.



Junction of Ford Lane and Coach Road

- 6.7 As well as along the main transport routes, improvements to leisure walking routes can help to provide access between Alresford and the surrounding villages. There are a number of existing footpaths providing access to the adjacent villages. These footpaths are ancient rights of way across fields and are used for leisure, health and dog walking as ground conditions permit. None can be considered safe routes as they are all remote rural byways:

To Wivenhoe

- Just to the north of Alresford village from Cockaynes Lane via Cockaynes Wood and Sunnymead Farm
- From Alresford Creek along the old railway track bed.

To Brightlingsea

- From Alresford Creek via Thorrington Mill.

To other villages

- From Tenpenny Farm, adjacent to the village on the east side of the B1027, to Frating, Great Bentley and Thorrington via the lane off the B1027 opposite Coach Road
- From Bluegates Farm, to the north of the village on the east side of the B1027, to Frating and Elmstead Market via the farm drive off B1027 opposite Cockaynes Lane.



Tenpenny Cottage on the path to Frating

- 6.8 These routes which start on the east side of the B1027 would benefit from a safe pedestrian crossing from the Alresford village side of the road as highlighted earlier. Safe crossing points may also encourage people from other remote residences to use these routes and use the shops in Alresford.

POLICY ALRES3: ENHANCING WALKING AND CYCLING IN AND AROUND ALRESFORD

- A. In order to enhance movement by means other than the private car, major development¹⁴ must prioritise the enhancement of the network of safe routes for walking, both within Alresford village (in particular 'safe routes to school') and linking Alresford with neighbouring villages. Further enhancement to provide cycle access, particularly where this is separated from vehicular traffic, is also encouraged.**
- B. The Public Rights of Way network must be protected. Where appropriate, in accordance with the statutory tests in the Community Infrastructure Levy Regulations 2010, development should enhance the Public Rights of Way network by improving routes or creating new links. Linking the Public Rights of Way network to the new or existing safe routes for walking and cycling is encouraged.**

¹⁴ 'Major development' is defined in the NPPF as: For housing, development where 10 or more homes will be provided, or the site has an area of 0.5 hectares or more. For non-residential development it means additional floorspace of 1,000m² or more, or a site of 1 hectare or more, or as otherwise provided in the Town and Country Planning (Development Management Procedure) (England) Order 2015

- 6.9 Alongside Policy ALRES3, the ANP also identifies a list of priority projects for investment. These projects are not only seen as the most important opportunities to increase walking and cycling for leisure and health benefits on a day-to-day basis, but also to increase the use of circular routes that link Alresford with the surrounding villages and are one of the most enjoyable leisure activities for residents. The list of priority projects (not listed in any order of individual priority) is shown below.

PRIORITY PROJECTS TO ENHANCE WALKING AND CYCLING

- **Dedicated footpath and cycle path (wide enough for disabled access) along B1027 to Thorrington**
- **Safe pedestrian crossing of the B1027 to access leisure walking routes at Tenpenny Farm and Bluegates Farm**
- **Dedicated footpath along Wivenhoe Road linking up circular leisure routes**
- **Enhancement of the footpath along the creek between Ford Lane and the old railway track-bed to allow all abilities to enjoy that environment.**

7 COMMUNITY INFRASTRUCTURE AND PUBLIC REALM

Local green spaces

- 7.1 Under the NPPF, Neighbourhood Plans have the opportunity to designate Local Green Spaces which are of particular importance to them. This will afford protection from development other than in line with national policies for managing development in Green Belts. Paragraph 100 of the NPPF says that the Local Green Space designation should only be used where the green space is:
- in reasonably close proximity to the community it serves;
 - demonstrably special to a local community and holds a particular local significance, for example because of its beauty, historic significance, recreational value (including as a playing field), tranquillity or richness of its wildlife; and
 - local in character and is not an extensive tract of land.
- 7.2 Alresford Playing Field, the Millennium Garden, the Community Garden and allotments and the Wivenhoe Road Rose Garden are considered to fulfil all of the criteria of the NPPF.
- 7.3 These areas are complemented by a number of other green spaces that are proposed for safeguarding in Policy HP4 (Safeguarded local greenspace) of the emerging Tendring LPP2, although this is a different type of designation which permits the loss of the green space subject to certain criteria, including its satisfactory re-provision. The designation in Policy ALRES4 in the ANP provides a higher level of protection which reflects the value of the local green space in its specific location as well its importance as a space.
- 7.4 Several areas of high environmental value are not included as Local Green Spaces. In particular this includes the Upper Colne Marshes and Colne Estuary Sites of Special Scientific Interest (SSSI), which include Alresford Creek. Given their status, these areas already have a significant level of protection which would not be added to by designation as a Local Green Space.

Alresford Playing Field

- 7.5 The Playing Field area is approximately 3.2 hectares and is owned by the Parish Council. It is very widely used, being the only green space in the village suitable for sport and leisure. Its main uses, as well as informal leisure and walking are:
- Alresford Colne Rangers FC is the resident football club, with male and female teams at both youth and adult level. These teams attract approximately 70 visiting clubs each season for matches. It is estimated that approximately 2,000 people play football on the pitches each year.
 - Other facilities comprise cricket, tennis, skateboarding, jogging, fitness training, basketball. All these are well used facilities.
 - Village fetes, shows and music events are held annually.
- 7.6 There are two play areas adjacent to one another and are well used throughout the year. A larger area is provided for ages 6 to 16 years and a smaller area for infants. Both areas are enclosed with low level fencing and are equipped with good quality equipment. A few bench seats are provided for parents, grandparents and child minders.

- 7.7 Much loved and well used, the playing field has won numerous countywide awards and the village is very proud of this important facility. In the 2017 Community Survey, when asked what is good about living in Alresford, 13% of unprompted responses identified the Playing Field as a particular feature. It was also the most commonly identified specific location which the community considered to be of value to them. Being the only green space dedicated to formal leisure in the village, the community considered it was a high quality space which did not require improvement. However, with a lack of alternatives, its retention as a playing field is very important to people.



Alresford Playing Field

Millennium Garden

- 7.8 The area covered by the Millennium Garden is approximately 0.04 hectares and is owned by the Parish Council. Whilst a small area, it is in a very visible location in the heart of the village, being on the junction of Ford Lane and Wivenhoe Road. It is adjacent to bus stop and so it is an attractive place for people to wait for the bus. In 2001, a time capsule was laid in the Garden and a stone place on top to commemorate this.



Millennium Garden

Community Garden

- 7.9 The Community Garden by Alresford Station is owned by Abellio Greater Anglia and has relatively recently been turned from a derelict piece of ground into a high quality community space covering 0.1 hectares. Here people can sit and spend some quiet time and for this reason it is enjoyed by both young and old. The fact that it has been so well received since it was transformed demonstrates how much the community values such spaces and, given the lack of alternatives, why the space is so important.



Community Garden Local Green Space

Wivenhoe Road Rose Garden

7.10 The garden at the junction of Wivenhoe Road and B1027 borders the settlement boundary and provides an attractive vista when entering or leaving the village of Alresford. It is 0.03 hectares and was created on the vast grass splays of the junction in 1999/2000 as a result of an Alresford Horticultural Society member winning the rose bushes in a competition. A wooden seat on the site celebrates the 25th Anniversary of Alresford Horticultural Society in 2000 and is often used as a resting place by cyclists and walkers.



Wivenhoe Road Rose Garden

7.11 Figures 7.1 to 7.4 show the location and extent of the four Local Green Spaces.

Figure 7.1: Alresford Playing Fields Local Green Space



Figure 7.2: Millennium Garden Local Green Space



Figure 7.3: Community Garden Local Green Space

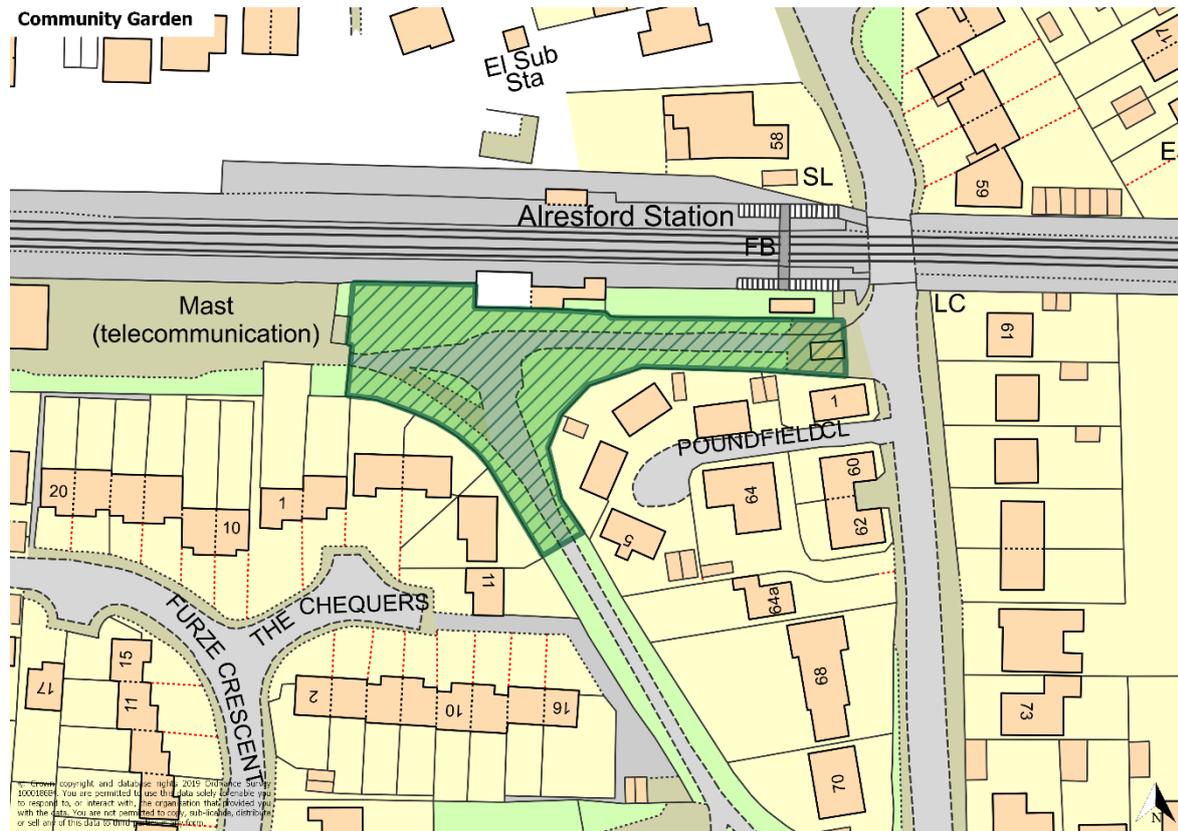


Figure 7.4: Wivenhoe Road Rose Garden Local Green Space



POLICY ALRES4: LOCAL GREEN SPACES

A. The following space as shown on the Policies Map are designated as Local Green Spaces:

- a. Alresford Playing Fields
- b. The Millennium Garden
- c. Community Garden
- d. Wivenhoe Road Rose Garden

B. Proposals for any development on the Local Green Space will be assessed against national Green Belt policy.

Improvement of public realm

- 7.12 Alresford is recognised as an attractive village, having won Essex Village of the Year on a number of occasions. Its open feel and the highly attractive environment which surrounds it are features that make it a desirable place to live and popular amongst its residents.
- 7.13 There are however parts of Alresford village which could be improved in terms of their visual appearance. The village centre, which is identified on the Policies and Inset Maps, whilst small, provides an opportunity for people to meet and to spend time chatting. However, its public realm is of poor quality and this could be addressed through improvements such as street furniture and landscaping.



Public realm in the village centre

- 7.14 Also, the area around the Village Hall, pavilion and St Andrew's Church needs improvement. This is a popular area, with many people coming to use the facilities and services here as well as the playing field. The poor quality environment – exacerbated by poor landscaping of the large car parking area – detracts from the environment here.

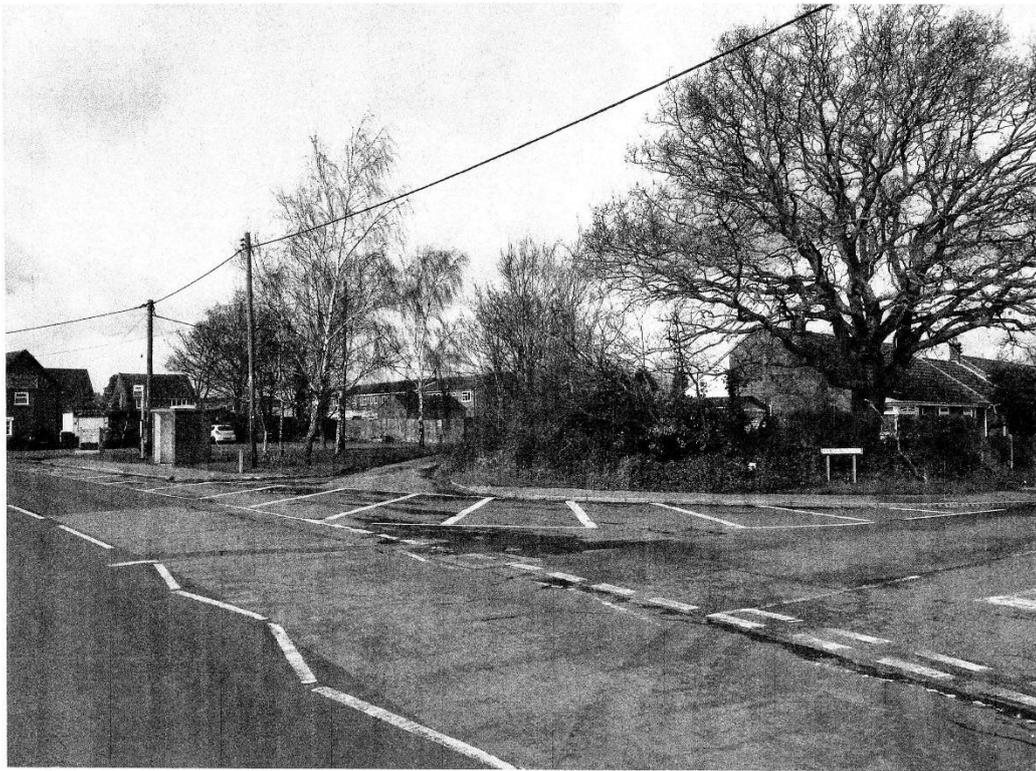


Public realm at the Village Hall

- 7.15 Equally, there are some main routes around the village where a more thoughtful approach to landscaping will help to make them more attractive routes for people walking around the village. The illustrations below show what is possible.
- 7.16 It should be noted that some of the illustrations show possible amendments to privately owned properties as well as to the public realm. Such amendments would only be made if the owner was minded to do so and therefore do not represent any specific proposals. Indeed, the illustrations generally are intended simply to demonstrate the visual benefits of improvements to the overall street scene, rather than specific changes which should be made.



Wivenhoe Road heading east from Station Road – today and artist's impression with high quality planting



Junction of Wivenhoe Road and Station Road - today and artist's impression with high quality planting



Village Centre shops - today and artist's impression with high quality planting

- 7.17 These illustrations highlight possible opportunities along the two main routes that run through the heart of the village, along Wivenhoe Road and along Station Road. These routes are key because they link up the village centre and railway station with the village hall, pavilion, St Andrew's Church and playing field, which is one of the most important assets for the village. Improved planting and landscaping along these routes will help to encourage more walking in the village, which is a key objective of the Plan.
- 7.18 It should be noted that the funding and maintenance of any improvements to the public realm will depend on where they are undertaken. If the planting is on highway land then this will fall under the control of Essex County Council but it could issue a license allowing Alresford Parish Council to plant and maintain the trees. If the planting is on private land and secured as part of a planning permission then the cost of the works and ongoing maintenance would likely be met by the owner of the land, unless the land and/or responsibility for its maintenance was passed to another body such as Alresford Parish Council.

POLICY ALRES5: IMPROVING THE PUBLIC REALM

Proposals which enhance the public realm will be supported. In particular, the following locations and routes will be considered as priority locations for improved landscaping and infrastructure that enhances dwell time by users:

- i. Village centre, identified on the Policies and Inset Maps**
- ii. Village hall / Pavilion / St Andrew's Church / car parking area**
- iii. Along Station Road and Wivenhoe Road through the centre of Alresford village**

Health and social care

- 7.19 Historically Alresford had a designated doctor for many years, operating from the surgery based in Coach Road. On the retirement of this GP, the surgery then became a satellite of the Medical Centre in Brightlingsea. Most villagers are registered with, Brightlingsea Medical Centre, using when possible the Alresford surgery. Other surgeries used by residents are The Hollies at Great Bentley and the Wivenhoe Medical Centre. A limited number of residents are still registered with Colchester practices.
- 7.20 In two recent village surveys the residents have recorded concerns regarding the GP accessibility to facilities within the village and it was the third topic of concern after increasing housebuilding and traffic. The increase of homes across the district will put further pressure on healthcare provision.



Alresford Surgery

- 7.21 In the past two years the village has grown considerably and with sites in the planning pipeline will increase further by more than 300 houses in the next few years. The NEECCG (North East Essex Clinical Commissioning Group) are now aware of the exact number of new houses.
- 7.22 Correspondingly, over the years the number of clinical sessions at the surgery has reduced and at a time when the population is growing, with an ageing demographic and the potential for many more young children as family homes in the village increase.
- 7.23 Consideration should be given by NHS England to expanding the surgery and the creation of a clinical pharmacist-led pharmacy. This combined facility would provide more efficient and effective healthcare service for the community as a whole and would reduce traffic flow to and from the Colne Medical Centre in Brightlingsea.

POLICY ALRES6: HEALTH AND SOCIAL CARE

Development proposals to expand primary healthcare or supporting care services at the existing Alresford Surgery will be strongly encouraged. If such expansion does not address the health needs of the community, then relocation of the Surgery within or adjacent to the settlement boundary of Alresford will be encouraged.

8 ENVIRONMENT AND HERITAGE

Wildlife-friendly development

- 8.1 At the strategic scale, the importance of retaining habitats and designing development to incorporate and link up to existing wildlife corridors is paramount to the viability of protected species.
- 8.2 Being a small village in rural hinterland, some of which is protected because of its environmental value, Alresford has a close relationship with wildlife and ecology generally. Whilst large, strategic scale development has an important role to play in ensuring that habitats are retained and enhanced and that net gains are made for biodiversity (through, for example, linkage of wildlife corridors), the role that Alresford can play in enhancing biodiversity is more limited. Nevertheless, at the local scale, the design of individual buildings and of neighbourhood scale green and open spaces, including private gardens, will help to ensure that many of the species that are in Alresford can thrive. This is in line with the national planning guidance for achieving net biodiversity gain through all new development. Examples include:
- Designing houses and neighbourhood scale green and blue features so that there is space for wildlife. For example, at the individual building scale, incorporating integral bird and bat boxes under the eaves of the new houses, or creating artificial nests sited in places away from windows and doors, can create vital new roosting sites to support populations of birds and bats.
 - Boundaries between dwellings can be made hedgehog friendly by including pre-cut holes for hedgehogs to more effectively move across neighbourhoods to forage.
 - New planting schemes can support bees and other pollinators by including nectar-rich plants.
 - Veteran trees should also be incorporated into landscaping in new developments and protected from damage by fencing or provision of circular hedging.
- 8.3 Sustainable Drainage Systems (SuDS) can be designed and managed to include soft, green landscaping features and wetland habitats, providing opportunities to enjoy wildlife close to where people live. Information about the multi-benefits of SuDS can be included in 'home information' packs in new development, or in on-site interpretation in open and green spaces, to encourage understanding and engage community members in supporting its long term management.



Integral bird and bat boxes, hedgehog friendly fencing and natural pollinator planting

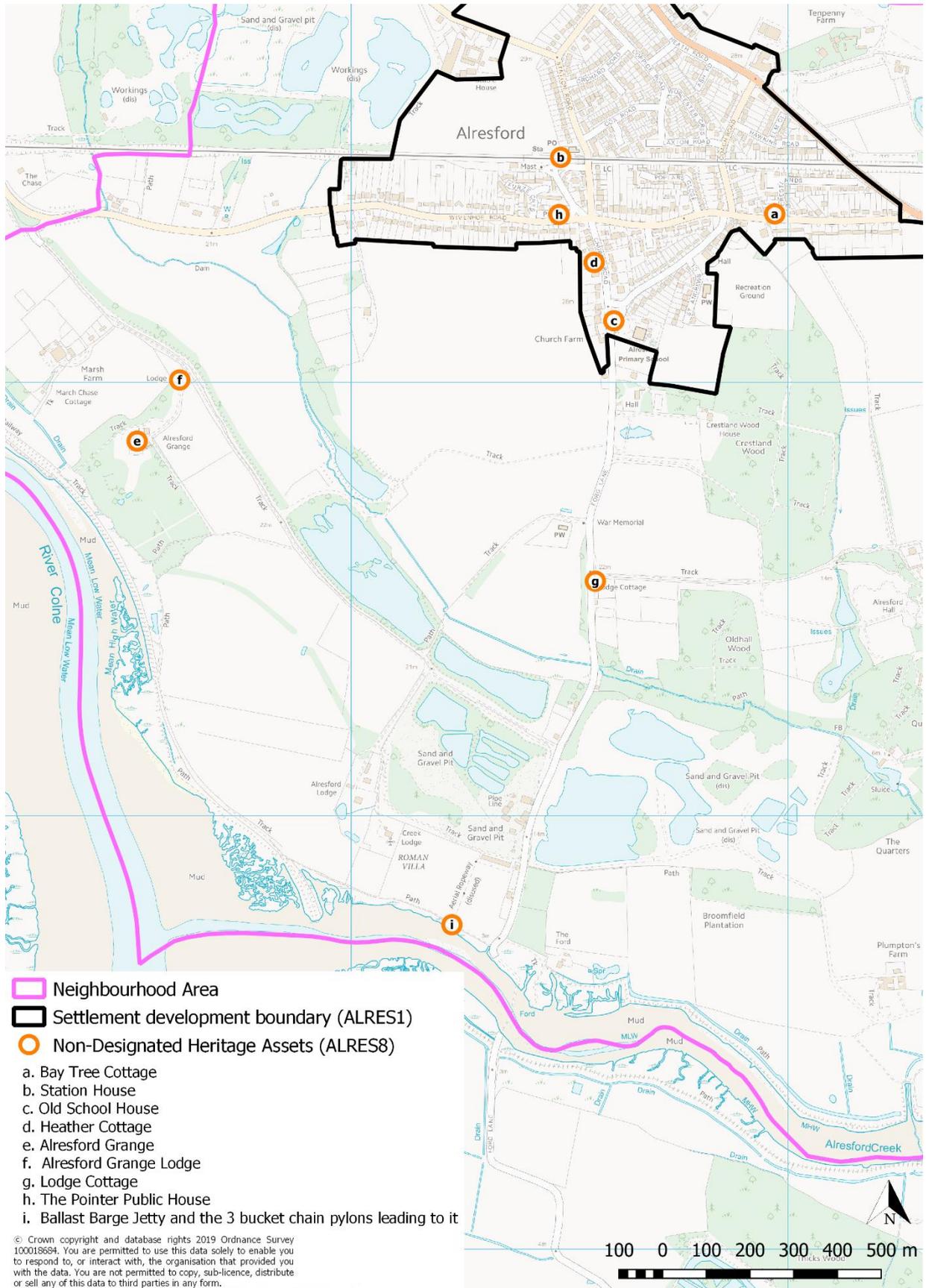
POLICY ALRES7: PROVISION FOR WILDLIFE IN NEW DEVELOPMENT

All development proposals are expected to deliver net biodiversity gains in addition to protecting existing habitats and species. Development proposals (particularly residential developments) which seek to address this requirement (in part or in full) by incorporating design features that encourage local wildlife to thrive, will be strongly supported.

Non-designated heritage assets

- 8.4 There are 24 listed structures in Alresford parish which constitute designated heritage assets. Of these, 23 are Grade II listed and there is one scheduled monument (the remains of St Peter's Church). All of these listed assets are protected by national and local plan policy.
- 8.5 There is also the opportunity to identify other local structures which are of heritage value. These 'non-designated heritage assets' do not hold the same value in heritage terms as listed buildings and scheduled monuments but they are assets (buildings, monuments, sites, places, areas or landscapes) identified as having a degree of significance which should be taken into account when considering planning applications which either directly affect the asset or its setting.
- 8.6 A number of non-designated heritage assets have been identified in Alresford, as shown in Figure 8.1 and described on the following pages. These non-designated heritage assets will be added to any 'local list' that is prepared by Tendring District Council.

Figure 8.1: Map of non-designated heritage assets in Alresford



a. Bay Tree Cottage



Bay Tree Cottage, built 1788 (date and fire sign above the door), was formerly a blacksmiths. A late Georgian building of soft red brick with a clay peg-tile roof and a decorative brick dentil corbel course at the eaves.

b. Station House



The Station House is a typical example of the standard design and build by railway companies in the 19th century. Constructed with the extension of the Tendring Hundred Railway from Wivenhoe and opened on January 8th 1866, it's a simple, utility brick building providing ticket office and shelter for passengers. A plaque outside celebrates that it is over 150 years old.

c. Old School House



The Old School House was part of the old village school and a landmark opposite the current school. It is a flint faced building with quoin corners and decorative barge boards reflecting the use of the only natural stone in East Anglia. It was built in 1846 by William Warwick Hawkins, a wealthy Colchester timber merchant who lived in Alresford Hall. For many years the school had one junior and one infant class and in 1955 only had 55 pupils.

d. Heather Cottage



Heather Cottage is an attractive old cottage in Church Road. It is a typical example of East Anglian timber framed housing faced with Georgian-style plaster rendering and a clay peg-tile mansard roof. It has pargeing on the south gable, between the front bay windows and above the dormers.

e. Alresford Grange



Alresford Grange is the former home of dignitary Wilson Marriage. An Edwardian mansion, it was constructed in 1910/11. It is representative of this architectural period, being an example of Arts and Crafts designs from the late 1800s which used local materials to blend with the surrounding landscape. Principally constructed from brick under a peg tiled roof, the external elevations are enhanced by rendering and exposed timbers. It was orientated to take advantage of its elevated position overlooking the river Colne.

f. Alresford Grange Lodge



Alresford Grange Lodge was the gatehouse to Alresford Grange. This is a later inter-war addition to the estate in a style of architecture complementing the main house with decorative pargeing and part timber gables.

g. Lodge Cottage



Lodge Cottage was a gatehouse in Ford Lane alongside the main entrance on the west side of the Grade II listed Alresford Hall. It is a flint faced building with quoin corners and decorative barge boards reflecting the same construction style as the old School House. It was built by a wealthy merchant living in the Hall.

h. The Pointer Public House



The Pointer in Wivenhoe Road was formerly the Chequers pub, an 18th century inn of soft red brick and clay peg-tile roof. At one stage it appears that it was a row of 3 terraced houses, indicated by the symmetrical door and windows on the front elevation. It has been suggested that it was originally built to the same plans as Baytree Cottage and with a further extension to the right hand side.

i. Ballast Barge Jetty and the 3 bucket chain pylons leading to it



Ballast Barge Jetty in Alresford Creek and the three Bucket Chain Pylons leading to it are monuments of ongoing gravel works from a time when bulk loads going a distance were carried by barge. This was probably why it was necessary to have a swing bridge across the creek for the now closed Wivenhoe to Brightlingsea railway.

- A. The following are identified as non-designated heritage assets:**
- a. Bay Tree Cottage
 - b. Station House
 - c. Old School House
 - d. Heather Cottage
 - e. Alresford Grange
 - f. Alresford Grange Lodge
 - g. Lodge Cottage
 - h. The Pointer Public House
 - i. Ballast Barge Jetty and the 3 bucket chain pylons leading to it
- B. Proposals for the re-use of Non-Designated Heritage Assets will be supported if they are compatible with the setting of the asset and use appropriate materials and designs in any construction work. New uses of a non-designated heritage assets must not cause harm to its physical structure or setting.**
- C. In considering proposals which involve the loss or alteration of a non-designated heritage asset, consideration will be given to:**
- i. Whether the asset is structurally unsound and beyond feasible and viable repair (for reasons other than deliberate damage or neglect); or
 - ii. The extent to which measures to sustain the existing use, or find an alternative use/user, have been investigated.
- Where a development would result in the loss of, or harm to, a non-designated heritage asset, a balanced judgement will be made as to the acceptability of the proposal having regard to the scale of any harm or loss and the significance of the heritage asset.**

Recreational disturbance

- 8.7 The published Habitats Regulations Assessments (HRAs) for the relevant adopted and emerging Local Plans covering Tendring and neighbouring local authorities in Essex have identified recreational disturbance as an issue for all of the Essex coastal habitat sites. Mitigation measures have been identified but, at this scale and across a number of local planning authorities, this is best tackled strategically and through a partnership approach. This ensures maximum effectiveness of conservation outcomes and cost efficiency. In recognition of this, Natural England recommended a strategic approach to mitigation along the Essex coast. This is referred to as the Essex coast Recreational disturbance Avoidance and Mitigation Strategy ('the Essex coast RAMS') and aims to deliver the mitigation necessary to avoid significant adverse effects from 'in-combination' impacts of residential development that is anticipated across Essex. This will protect the Habitats (European) sites on the Essex coast from adverse effect on site integrity. All new residential developments within the evidenced Zone of Influence where there is a net increase in dwelling numbers are included in the Essex coast RAMS.
- 8.8 Financial contributions will be sought for all residential development which falls within the zones of influence towards a package of measures to avoid and mitigate likely significant adverse effects in accordance with Policy SP2b in the Section 1 Local Plan.

- 8.9 Alresford parish is entirely within one of the Essex coast RAMS zones of influence. Details of the zones of influence and the necessary measures are included in the Essex Coast RAMS Supplementary Planning Document (SPD) which was adopted in November 2020.
- 8.10 POLICY ALRES9: RECREATIONAL DISTURBANCE AND MITIGATION has been superseded by the adoption of the Essex Coast RAMS and Section 1 of the Tendring District Local Plan and associated Policy SP2.

Surface water management

- 8.11 Sustainable Drainage Systems (SuDS) is designed to reduce the potential impact of new and existing developments with respect to surface water drainage discharges. It should be used wherever possible to reduce problems with increased flash flooding after sudden rain, promote groundwater recharge, enhance and maximise above ground features to manage surface water run-off, promote biodiversity and provide amenity benefit through multifunctional space. New developments should consider rainwater harvesting or grey water recycling to mitigate the climate change consequences such as water scarcity and flooding.

POLICY ALRES10: SURFACE WATER MANAGEMENT

- A. Any proposed development should include measures to mitigate against future risk to properties, residents and wildlife from flooding and be located away from areas prone to flooding.**
- B. The use of appropriate Sustainable Drainage Systems (SuDS), based on an engineering and ground assessment will be expected on all sites for major developments. Should it be demonstrated that infiltration is not possible then surface water should be discharged to a watercourse or if this is not feasible a sewer with appropriate attenuation and treatment to ensure that flood and pollution risk is not increased.**

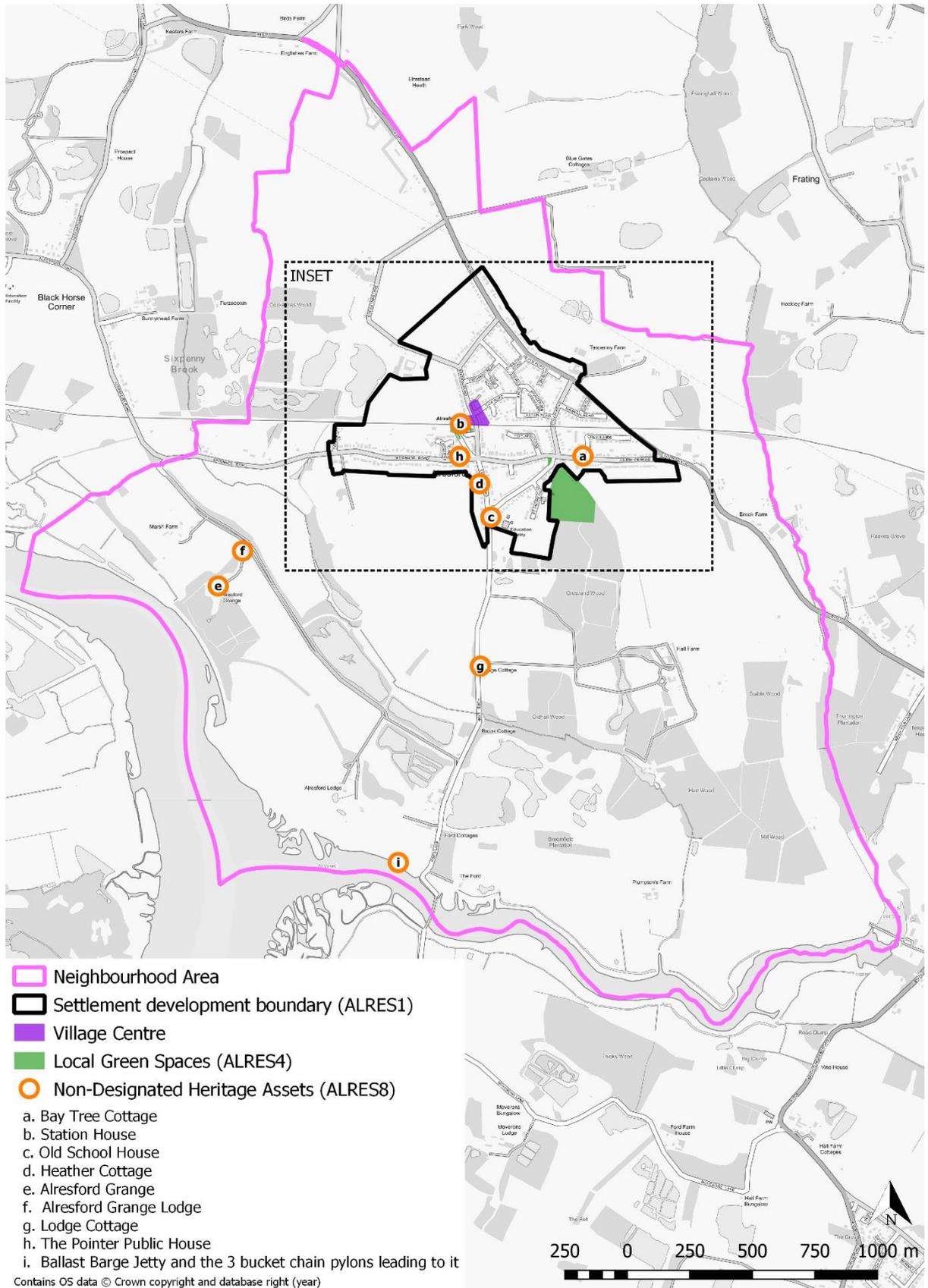
9 NON-POLICY ACTIONS

9.1 Table 9.1 identifies a series of actions under each theme which are important non-policy actions arising from the development of the Plan. What this means is that it is not appropriate to address these matters directly through planning policy but they are important issues which should be addressed in order to achieve the objectives of the Neighbourhood Plan.

Table 9.1: Non-land use issues to be addressed

Issue	Possible actions	Lead agencies and partner
Community infrastructure and public realm		
Health	Lobby NHS to maintain GP service in the village and expand provision to address growing needs	Alresford Parish Council North East Essex Clinical Commissioning Group
Improve public realm	Engage shop owners to explore opportunities to improve public realm in the village centre	Alresford Parish Council Shop owners
Movement/Environment		
Bus and train services	Ensure that existing services are retained and work with providers to explore opportunities to improve services.	Alresford Parish Council Abellio Greater Anglia First Bus Other bus operators, e.g. to Elmstead
Footpaths/public rights of way (PROWs)	Work with landowners to maintain PROWs and footpaths (cut back hedges, repair stiles, etc) and to explore opportunities to open routes up to a wider range of users, including some dedicated bridle paths.	Alresford Parish Council Landowners
Circular walking routes	Work with surrounding parishes to explore opportunities for connecting up more circular walking routes	Alresford Parish Council Surrounding parish councils
Housing		
Affordable housing (see definition in footnote 13)	Need to ensure that as much new affordable housing as required is delivered through mechanisms which provide the opportunity for those with a local connection to Alresford to occupy it.	Alresford Parish Council Housing associations
Heritage		
Burial space	Extend old church burial ground/cemetery	Alresford Parish Council Church of England

10 POLICIES MAP



APPENDIX A LIST OF SITES WITH UNIMPLEMENTED PLANNING PERMISSION FOR HOUSING DEVELOPMENT IN ALRESFORD PARISH, JULY 2019

List of sites with unimplemented planning permission granted	No. of dwellings
18/01775/FUL Proposed residential dwelling house and garage. Land adjacent 2 Wivenhoe Road Alresford Essex CO7 8AD	1
17/00565/DETAIL Reserved matters application for up to 145 dwellings associated landscaping, public open space and allotments together with access from Cockaynes Lane and a pedestrian/cycle link from Station Road, and demolition of the garage to no. 56 Station Road. Land South of Land South of Alresford Essex CO7 8BZ	145
18/00367/FUL Erection of 84 dwellings, including the provision of affordable homes together with means of access, parking, garaging, associated landscaping and public open space provision Land North of Cockaynes Lane Alresford Essex CO7 8BT	84
17/01214/DETAIL Reserved matters application for proposed residential development, erection of 8 no. detached dwellings. Land at Tenpenny Farm, North of St Osyth Road Alresford Essex CO7 8DJ	8
18/00995/FUL Erection of two detached houses with detached bin/cycle stores, 1.8m high brick wall with timber panels served by new vehicle access and associated parking. Land Adj The Pointer Inn Wivenhoe Road Alresford Colchester Essex CO7 8AQ	2
18/01176/FUL Proposed erection of 2 detached bungalows with associated parking facilities. Land adjacent Brewers Lodge Colchester Main Road Alresford Colchester Essex CO7 8DH	2
16/01816/FUL Erection of 4 dwelling houses. Land adjacent to Heath Lodge Colchester Main Road Alresford Colchester Essex CO7 8DB	4
17/00658/DETAIL Reserved matters application for the development of up to 45 dwellings, a new public green and village square, ecological buffer areas and associated infrastructure. Land South of St Andrews Close Alresford Essex CO7 8BL	45
17/01221/DETAIL Reserved matters following outline application 16/00305/OUT - Erection of 9 no. 3 bedroom detached bungalows. Blue Gates Farm Colchester Main Road Alresford Essex CO7 8DE	9
17/01510/FUL Proposed construction of 9 no. 3 bedroom detached bungalows, associated garages and vehicular access. Land rear of 169 - 181 Wivenhoe Road Alresford Colchester Essex CO7 8AH	9
17/02007/FUL Erection of 5 bungalows with associated parking. Builders Yard rear of 163 Wivenhoe Road Alresford Essex CO7 8AQ	5
Total	314

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Key Decision Required:	NO	In the Forward Plan:	YES
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CABINET

8 OCTOBER 2021

REPORT OF THE LEADER OF THE COUNCIL

A.2 KEY PRIORITY ACTIONS 2021/22 TOWARDS CORPORATE PLAN THEMES – MONITORING REPORT AT THE HALF YEAR POINT

(Report prepared by Keith Simmons)

PART 1 – KEY INFORMATION

PURPOSE OF THE REPORT

To provide the Cabinet with an update on the positive progress with the Key Priority Actions adopted for 2021/22 towards the Council's Corporate Plan Themes for 2020/24.

EXECUTIVE SUMMARY

The Corporate Plan 2020/24, adopted by Council, sets out the strategic direction and policy objectives for the Council over that period. Taking the Corporate Plan Themes, Cabinet on 19 March 2021 adopted a series of key priority actions for 2021/22 with individual milestones for each of those actions. This meeting of Cabinet provides an opportunity to report on the six month position on each of those key priority actions and the specified milestones.

It is also important to note that the Leader of the Council added to the key priority actions approved by Cabinet in March 2021 to add a further key priority action around Freeport East. This report includes progress with this action too.

Circumstances generally, and with progressing individual key priority actions may impact on the individual milestones associated with those actions. This report invites Cabinet to realign those milestones as set out in the Appendix to this report.

In addition to the key priority actions, Cabinet also approved a performance reporting arrangement for those actions and the milestones associated with those priority actions. In accordance with that arrangement, the detail of performance at the end of Quarter 1 (for April to June) was placed on the Council's website in the Transparency data section. All Councillors were advised by email of the data being placed there. The arrangement envisaged reporting on the six month position to this meeting of Cabinet. The Q3 position on the key priority actions for 2021/22 is to be reported to Cabinet on 28 January 2022 when it is intended it will finalise its proposals for key priority actions for 2022/23. This meeting will also recommend the Council's budget for 2022/23. The final position at the end of 2021/22 in respect of the key priority actions for that year will also be reported in 2022/23 and it is hoped to align this with the budget outturn position.

In considering this report, it is also worth reflecting on the range of significant matters that the Council has delivered in these six months. It has been a busy six months and a range of the bids, and deliverables in that period are set out in the Background section of this

report.

RECOMMENDATIONS

That the contents of the report be noted together with the highlighted realignment of particular milestones for particular key priority actions set out in the report.

PART 2 – IMPLICATIONS OF THE DECISION

DELIVERING PRIORITIES

The Council approved a Corporate Plan for 2020/24 and this established its strategic direction for those four years. That strategic direction itself seeks to reflect the issues that matter most to the local people, the national requirements from Government and the challenges that face the District over that time period. The Corporate Plan was adopted unanimously at the Council meeting on 21 January 2020 (Minute 78 refers).

The themes of the 2020/24 Corporate Plan are:

- Delivering High Quality Services
- Building Sustainable Communities for the Future
- Strong Finance and Governance
- Community Leadership through Partnerships
- A Growing and Inclusive Economy

The Corporate Plan shapes and directs the Council's work and an extensive range of actions have been, are being and will be undertaken across the 2020-24 life of the Plan to deliver against its themes and priorities.

The Key Priority Actions adopted by the Cabinet on 19 March 2021 seek to take forward the Corporate Plan. This meeting of Cabinet provides the opportunity to review progress with the Key Priority Actions adopted and realign the milestones for certain of those Key Priority Actions in view of the circumstances that now require this.

FINANCE, OTHER RESOURCES AND RISK

The key actions set out at Appendix A includes the delivery of the financial savings target within the Medium Term Financial Strategy. In considering all matters it is vital that the balance of resources can be accommodated by this Council and that it does not put further strain on the Council being able to balance its budget each year.

A key risk highlighted in the report to Cabinet when it determined its key priority actions for 2021/22 was the continuing impact of the Covid-19 pandemic, the restrictions imposed to address the pandemic and the extent to which the recovery from the pandemic is impacted by outside issues. Cabinet was also advised that further tasks may be required for the Council to undertake, such as new grant schemes, and this too would impact on the capacity of the Council to achieve the Cabinet's adopted key priority actions.

LEGAL

The legal implications of individual actions are assessed when they are brought forward for formal decisions to be made. A number of these decisions will be designated 'Key'

Decisions. Consideration of legal implications can then require additional steps to be undertaken which could impact on approved milestones and require them to be realigned.

OTHER IMPLICATIONS

Consideration has been given to the implications of the proposed decision in respect of the following and any significant issues are set out below.

Crime and Disorder / Equality and Diversity / Health Inequalities / Area or Ward affected / Consultation/Public Engagement.

In preparing this report, due regard has been given to the likely effect of the exercise of the Council's functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area. In addition, due consideration has been given to the District Council's statutory Equality Duty to eliminate unlawful discrimination, advance equality of opportunity and foster good relations, as set out in Section 149(1) of the Equality Act 2010.

The report has also had regard to the Climate Change Strategy and Action Plan as adopted by the Council. A key action proposed in Appendix A is to take forward the delivery of the actions under that Strategy/Action Plan and thereby achieve its objectives as approved by Council.

PART 3 – SUPPORTING INFORMATION

BACKGROUND

The Key Priority Actions for 2021/22 (and the performance monitoring arrangements for these) were proposed in draft form by Cabinet at its January 2021 meeting and, with the agreement of the Chairmen of the two Overview and Scrutiny Committees, the Overview and Scrutiny Committees considered the proposals and submitted comments on them. The outcome of the consultation was then submitted to the 19 March 2021 meeting of Cabinet when the finalised Key Priority Actions were approved for 2021/22 (and the performance reporting arrangements).

The half year position on the delivery of the key priority actions for 2021/22, and the related milestones, are set out at Appendix A to this report.

In considering this report, Cabinet is also reminded that this first half year of 2021/22 has seen the following significant matters:

Section Two of Tendring District Council's (TDC) Local Plan – detailed and extensive work to support a two-week public hearing in front of the designated Inspector with a view to securing approval of the Section Two of the Plan, the Inspector submitting their series of main modifications picking up many of the issues raised by the Council and consideration of the Inspector's recommendations by the Council; followed by publication of them for a six-week public consultation in the summer.

Wellbeing Hubs To Support Good Mental Health In Schools – supporting and encouraging the development of wellbeing hubs across 21 schools in the District; including the collection of baseline data and training for those delivering the hubs using funding secured from the Clinical Commissioning Group totalling £245K. The roll out built on the pilot at Great Bentley Primary School established in 2017 and will massively extend the number of children who can access the hub services who have mild to moderate mental health issues.

Submitting a Bid For £20m To Improve Clacton Town Centre – Making financial commitments from the Council's own budget, along with those from Essex County Council, of £20M with a view to securing a further £20M in funding from Government through its levelling up agenda to fund improvements to Clacton town centre. If successful the bid proposes an 'Electric Parade' scheme in Pier Avenue, creating an events space in the town square and a covered market and starter units, a 'Carnarvon Towers' scheme around Carnarvon Road, Station Road and High Street, with a new library and adult learning centre, flexible office space, new homes, starter business units and a new multi-storey car park and public realm and highways works, including promoting electric vehicles, walking and cycling, and more greenery.

£35,000 fund for Grants to Event Organisers across the District - To support local event organisers to bring more events to town or village centres, or seafronts close to them, using local traders or performers. With grants of between £0.5-1.0K to event organisers to make the most of the current staycation boom.

Financially Local Independents to Harness Digital Retailing Through The Click It Local Scheme – Several Local Businesses have signed up to the scheme that enables shoppers to get great deals and locally-made products through the new online shopping platform. Click It Local (clickitlocal.co.uk/tendring) enables shoppers to get those products delivered to their door on the same day. The Council has provided funding for the Click It Local platform and promotes the service locally to businesses and shoppers.

Helping Community Groups Under the Community Assets Rent Offsetting Scheme (CAROS) Scheme – At a cost of £83K, the Council has waived for this financial year the rents of community groups eligible under the CAROS scheme. This is aimed at helping those community groups recover from the impact of Covid-19. In addition, any planned rent increases or reviews for the 2021-22 financial year were paused so as not to put up costs for the next year.

Cliff Stabilisation Scheme Approved and gets underway - £2.1M of funding was approved by the Council in April 2021 and the works on two stretches of the cliffs at Clacton-on-Sea and Holland-on-Sea are now being worked on by specialist contractors to stabilise them for decades ahead. Through the works the gradient of the cliffs will be altered and drainage installed to reduce the build-up of ground water, which is the primary cause of slippage. The whole works will be completed within 2021/22. The works may also provide space for a further 30 Beach Huts to be installed.

Heritage Trail To Mark Clacton's 150th Birthday – With funding from the National Lottery, a trail consisting of 19 information boards, stretching from Jaywick Sands to Holland Haven and going into Clacton town centre, charting various aspects of Clacton's history was created. Some of the boards also have augmented reality options for those with smartphones, and there are also audio benches recanting people's memories of the town.

150th Anniversary Flights Over Clacton - Clacton's 150th anniversary was marked with two flight displays above the town's seafront on Thursday, 26 August and Friday, 27 August. The Anniversary Flights included displays by the RAF Red Arrows and the Battle of Britain Memorial Flight (BBMF). The events saw around 160,000 spectators across both days of the flying programme.

Secured Funding For The Replacement Of The Artificial Pitch At Clacton Leisure Centre – With funding being secured from the Football Foundation and from Essex County Council, the £670K scheme is fully funded. The new 3G pitch will replace the existing sand-filled pitch, which is reaching the end of its lifespan. The pitch will contribute to a range of investments at the Clacton Leisure Centre site to improve facilities there.

Increasing recycling rates – For the first three months of this financial year the percentage of household waste sent for recycling in the District was up to 42.61% from 38.36% in the immediate previous quarter (and up from 42.03% in the comparable Q1 quarter in 2020/21). Incidents of fly-tipping were also down to 217 reports in the first three months (Q1) of 2021/22 from 415 in January-March 2021 (Q4 for 2020/21) and from 561 reports in the comparable Q1 quarter in 2020/21.

Piloting solar powered LED streetlights – The Council has 191 street lights it is responsible for and is now conducting a year-long pilot of 23 of these using solar powered LED lights. The pilot will invite views before, subject to the pilot, the solar powered LED lights are installed in the remaining 168 street lights elsewhere in the District.

BACKGROUND PAPERS

None

APPENDICES

A – Q2 Position on the Key Priority Actions approved by Cabinet in March 2021

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2021/2022 KEY PRIORITY ACTIONS

(as approved by the Council's Cabinet in March 2021)

Keeping true to our vision and our values at all times.

WE ALL PLAY OUR PART

**Turning the
CORPORATE PLAN
2020-2024
into actions for
the benefit of
Tendring**

PULLING TOGETHER

Make good progress with the Climate Change Action Plan to be Carbon Neutral by 2030.

Strengthen effective regulations and enforcement with new FPN arrangements, a summertime partnership plan and introducing mobile CCTV capacity.

**DELIVERING HIGH
QUALITY SERVICES**

Make the Starlings Project in Harwich a reality.

Deliver 10 more Council homes.

Successfully implement Part 1 of the Local Plan and prepare for Part 2's examination.

**BUILDING SUSTAINABLE
COMMUNITIES**
Page 89

Delivering key schemes to improve physical activity and wellbeing within the District as part of the Sport England / Active Essex Pilot

**COMMUNITY
LEADERSHIP**

Secure the savings needed to keep the Council's budget on track.

**STRONG FINANCES
AND GOVERNANCE**

Promoting Tendring's Tourism Cultural and Heritage offers including Clacton 150 and Mayflower 400.

Delivering the Back to Business Agenda.

Pursuing Freeport East opportunities.

Build the Jaywick Sands covered market and commercial space.

**A GROWING AND
INCLUSIVE ECONOMY**

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TENDRING DISTRICT COUNCIL MONITORING REPORT FOR THE KEY PRIORITY ACTIONS FOR 2021/22
(Please refer to the Key Priority Actions Report for Full Details of the actions, budget and intended outcomes)

REPORT FOR THE PERIOD JULY TO SEPTEMBER 2021 (Q2)

OVERALL KEY PRIORITY ACTION RAG STATUS	The Quarterly Milestones RAG Status uses the following:
Green – There is a LOW risk the Key Priority Action will not be delivered Amber – There is a MEDIUM risk the Key Priority Action will not be delivered. Red - There is a HIGH risk the Key Priority Action will not be delivered	Green – Ahead, on or within 2 weeks of the stated date. Amber – Over 2 weeks but up to 4 weeks after the stated date. Red - Over 4 weeks after the stated date (including if not achieved)

*Note: Where Milestone dates preceded the start of the financial year they have been included in Q1 for reporting purposes.
Likewise, milestones after the end of the financial year have been added into Q4.*

Where circumstances now require realignment of milestones these are shown highlighted yellow in both the Milestones and the Commentary columns. Where the original milestone is to be deleted it is shown as 'struck through' and where it is inserted in its new realigned position it includes the word REALIGNED.

Relevant Corporate Plan Priority Theme	Relevant Corporate Plan Priority	Key Actions to support the Corporate Plan Priority in 2021/22	Overall key Actions RAG Status	Quarter	Milestones	Quarterly Milestones RAG Status	Commentary
Delivering high quality services Page 91	A7 - Carbon Neutral by 2030	To deliver key actions identified in the Climate Change Action Plan	GREEN	Q1	(i) - 31 December 2020 – Energy Audits commissioned and commenced - 28 February 2021 - First Energy Audit reports submitted - 30 April 2021 – SALIX Funding bids prepared (ii) 30 April 2021 – Options scoped out on solar Photo-voltaic options for council housing and other council buildings	Amber	(i) Energy audits were commenced in January and the first reports have been submitted covering the Council's larger and more energy intensive buildings. SALIX or equivalent funding bids have not been prepared as yet. Officers are now working on a timescale to 31 October 2021 for these bids to be prepared. (ii) An option to install photo-voltaic panels and battery storage on council owned housing by way of a lease-back arrangement is currently being explored. Options for other council buildings will follow on from the energy audit recommendations. Officers are now working on a timescale to 31 December 2021 for these options to be scoped.
				Q2	[No specific milestones fall in this quarter]	Green	With the next key renewal date for energy approaching, Officers are currently working with the relevant procurement agency to identify the available options for consideration in respect of the intention to secure a 100% renewable energy contract.
				Q3	(iii) 31 October 2021- 100% renewable energy purchased at next contract renewal (iv) 31 December 2021 - Options appraisal completed in respect of developing a council owned solar farm in the district (v) 31 October 2021 -Updated procurement guidance and contractual terms completed (vi) 31 October 2021 - Recording and performance monitoring framework in place REALIGNED – 31 October 2021 - SALIX Funding bids prepared	N/A	

				(vii) 31 December 2021 - Carbon literacy training delivered to staff and Cllrs (viii) 31 December 2021 - New home working and travel guidance in place REALIGNED – 31 December 2021 - Options scoped out on solar Photo-voltaic options for council housing and other council buildings		
				Q4 (ix) 31 March 2022 – Collaborative Action plan / alliance formed with others towards net zero ambition for Tendring	N/A	
Delivering high quality services	A6 - Effective Regulation and Enforcement	Introduce new Fixed Penalty Notice arrangements, “summertime” partnership plan and introduce a mobile CCTV capacity	GREEN	Q1 (i) 30 April 2021 - Fixed Penalty Notices and associated policy available to all accredited officers. (ii) 30 April 2021 - Develop a tactical "summertime" partnership plan and disseminate to internal and external stakeholders (iii) 30 June 2021 - Briefing note to Corporate Enforcement Group evaluating activities/Outcomes and lessons learned over the Easter and May Bank holidays (iv) 30 April 2021 - Briefing note to Corporate Enforcement Group to secure agreement for the funding of equipment and setting out proposed deployment guidelines	Green	(i) Fixed Penalty Notices (FPN) policy adopted, agreed and available to all Officers. Further work to be completed regarding the FPN back office processes. (ii) Summertime plan agreed and operational across the Council and partners. (iii) The Corporate Enforcement Group has evaluated the lessons learnt over Easter and the May bank Holidays. (iv) A briefing note was submitted to the Corporate Enforcement Group regarding equipment and associated costs.
				Q2 (v) 31 July 2021 - Community Safety Accreditation Scheme (CSAS) training delivered to additional officers to increase internal capacity and refresher training provided to existing CSAS accredited staff. (vi) 30 September 2021 – Mobile CCTV Equipment procured and deployable in accordance with adopted deployment guidelines	Green	(v) Fixed Penalty Notice (FPN) Training given to 15 Operational Staff on 25 August 2021, in discussion about officers undertaking CSAS Accreditation as some of those who completed the CSAS training in 2019 have now left the Council or are undertaking different roles. There is a continuing need to check the CSAS status of the Council’s Enforcement Officers and provide new training for those in an enforcement role where necessary. Final printing of the FPN pads is awaited. The back office function is ready to go. (vi) A briefing note was submitted to the Corporate Enforcement Group regarding equipment and associated costs.
				Q3 (vii) 31 October 2021 - Briefing note to Corporate Enforcement Group evaluating the effectiveness of the activity and reviewing options linked to streamlining the process and consideration of a more automated solution, if achievable. (viii) 31 October 2021 - Briefing note to Corporate Enforcement Group evaluating activities and Outcomes during the peak summer period (ix) 31 December 2021 - Briefing note to Corporate Enforcement group evaluating incidences of crime in deployment locations and local satisfaction rates	N/A	
				Q4	N/A	

Building Sustainable Communities	B6 - Effective planning policies	Implementation of Local Plan Part 1 following Inspector's approval and move to formal examination of Part 2	GREEN	Q1	(i) 26 January 2021 - Adoption, by Full Council, of Section 1 of the Local Plan for North Essex following the Planning Inspector's final report and recommended modifications. (ii) 4 March 2021 – Complete examination hearings for Section 2 of the Local Plan (for Tendring) (provisional).	Green	Examination hearings were completed in March 2021 and the Inspector has issued their recommended modifications to the Section 2 Local Plan.
				Q2	30 September 2021 - Receipt of Inspector's Section 2 report and consultation on modifications.	Amber	Representations on modifications have not raised any significant issues and the Inspector has advised that report is likely to be mid-October 2021, allowing for internal processes at the Planning Inspectorate.
				Q3		N/A	
				Q4	31 March 2022 – Adoption of Section 2 Local Plan.	N/A	
Building Sustainable Communities Page 93	B5 - Building and managing our own homes	Delivering 10 more Council homes	GREEN	Q1	(i) As and when opportunities arise - Continue with a programme of property acquisitions where suitable existing (such as ex RTB stock) or new build (ii) 30 June 2021 - Identify and approve funding arrangements to facilitate construction and acquisition	Green	(i) Ongoing programme of purchases including an ex RTB house on Cloes Lane recently purchased and approval to purchase two bungalows on St John's Road in Clacton. A further property purchase will be brought to Cabinet in September. In principle Cabinet approval for three homes via SME builder project. Jaywick Sands properties completed – five rented homes now occupied. (ii) Ongoing discussions with a local developer about purchasing homes on the back of a s106 agreement for a site in Thorpe le Soken and a larger site in Clacton with potential for 10 homes per year.
				Q2	[No specific milestones fall in this quarter]	Green	By way of an update on this Key Action and in seeking to achieve the milestones later in the year <ul style="list-style-type: none"> • Two batches of potential sites are ready for detailed consideration for development/intensification. • Subject to consideration as above, initial proposals for the housing that could be developed will be produced for the sites selected. • Staffing structure proposals for the carrying out of housing and other construction projects will be brought forward as part of wider service group restructure in Spring 2022

				Q3	(iii) 31 October 2021 - Complete a review of the Housing Revenue Account estate and identified surplus property to identify any potential development or intensification sites. (iv) 31 December 2021 - In respect of sites identified as suitable for development, draw up plans for the housing that could be developed on them ready for financial consideration and planning approval.	N/A	
				Q4	(v) Establish a revised team structure for the carrying out of housing and other construction projects	N/A	
Building Sustainable Communities	B3 - Vibrant Town Centres	Deliver the Starlings Project	GREEN	Q1	(i) 4 November 2020 – Appointment of Lead Design Team	Green	The Starlings Project Design Team were procured on time and good progress is being made with the project. The design stage and consultation has been complete and a planning application has been submitted in preparation for committee. The project remains on track.
				Q2	(ii) 9 September 2021 – Commence Construction	Red	The concept design stage and consultation was completed in March and a Planning Application has now been submitted for determination. Consultants are now preparing the tender pack through which a lead contractor will be procured to affect the build. Consultants have recently advised of a delay in the programme, which will see completion at the end of March 2022.
				Q3	(iii) 21 December 2021 – Remedials and Completion	N/A	
				Q4	REALIGNED – 31 March 2022 – Remedials and Completion	N/A	
Strong finances and governance	C1 - Balanced annual budget	Deliver the savings required in this year	GREEN	Q1	(i) 31 March 2021 - To agree the framework with MT and Cabinet against which savings opportunities can be identified and explored (ii) 31 April 2021 – Directors / Assistant Directors to have actively commenced the process of exploring savings ideas and opportunities within the framework agreed.	Amber	In consultation with Senior Managers and members, it is proposed to adopt a revised approach to the delivery of the necessary savings set out in the long term forecast. Rather than take an annual review to inform the budget for 2022/23, it is proposed to embark on a more comprehensive zero based approach to budgeting, a process that will span more than one financial year. This approach will commence during the Autumn of 2021 with the first phase focusing on the identification of savings that can be included within the draft budget proposals for 2022/23 that will be presented to Cabinet in December 2021. The process will then continue on an on-going basis going into 2022/23, with updates presented quarterly as part of the regular financial performance reports.

				Q2	(iii) 31 July 2021 – MT/ PFH's – Initial review of the proposed savings generated to date and the key Milestones to enable them to be implemented.	Amber		
				Q3	(iv) 31 October 2021 – The savings ideas and opportunities identified for implementation in 2022/23 be agreed by MT/ PFH's for inclusion in the budget.	N/A		
				Q4		N/A		
Page 95	A growing and inclusive economy	D1 - Develop and attract new businesses	Deliver the Jaywick Sands Covered Market and Commercial Space	GREEN	Q1	(i) 30 April 2021 - Planning Application submitted	Amber	The Planning Application was originally due to be submitted by the end of 'quarter 1' (June) of the 2021/22 financial year. Due to the challenges presented, a successful request was made to SELEP as the funding award body, to extend the deadline until the end of July 2021. Planning permission was considered at committee on 6 July 2022. The overall project is still scheduled to commence and finish on time. Planning permission was granted at the committee meeting.
					Q2	(ii) 24 September 2021 – Contractor procured (iii) 27 September 2021 – Construction commences	Amber	Following on from the quarter 1 update, the planning application was approved by committee and granted in full. Consultants are currently preparing the tender pack through which to procure a lead building contractor. The procurement is scheduled to commence at the end of September/beginning of October 2021. The overall project is now programmed to complete in June 2022.
					Q3		N/A	
					Q4	(iv) 25 April 2022 – Handover to the Council	N/A	
	A growing and inclusive economy	D2 - Support existing businesses	To deliver the key actions identified as part of the Back to Business Agenda	GREEN	Q1	(i) 29 January 2021 - Adoption of Delivery Plan (ii) 30 March 2021 – Money distributed to mental health services to enable more young people to access professional support	Amber	(i) The Back to Business Delivery Plan was adopted by Cabinet on 19 February 2021. (ii) A piece of work has been initiated to understand the gaps in mental health support for young people across the District. Once gaps are identified, a report with recommendations will be submitted to Management Team for consideration. Officers are now working on a timescale to 30 November 2021 for this milestone to be completed. In Q1 the focus has been on the opening of the Primary Wellbeing Hubs, which are all about supporting young people

							through mental health issues.
				Q2	(iii) 31 August 2021 – Complete refurbishment of Clacton Skate Park	Red	The Skate park project has been put back to minimise disturbance to users of Clacton Leisure Centre, given the investment in Clacton County High School, the Wet Side refurbishment and the 3G Pitch all taking place in addition to the planned Skate Park refurbishment at the Facility. A full specification has been written in consultation with Skate Parker users. It has been agreed to use the Braintree District Council Playground, Gym & Urban Play Framework Agreement. It is anticipated that bids will be evaluated by the close of January 2022, with contractors appointed at the end of February 2022. Construction is anticipated to commence in April 2022.
				Q3	REALIGNED - 30 November 2021 – Money distributed to mental health services to enable more young people to access professional support	N/A	
				Q4	NEW – 31 January 2021 - Bids for construction of the Skate Park evaluated. REALIGNED – 31 May 2021 - Complete refurbishment of Clacton Skate Park	N/A	
A growing and inclusive economy	D1 - Develop and attract new businesses	To pursue the delivery of Freeport East	GREEN	Q1	(i) 30 June 2021 - Work with partners to develop and submit proposals for Governance Arrangements for Freeport East. To be submitted for consideration and subsequent by MHCLG.	Green	The Governance arrangements were submitted to Government within the allotted timescales. A decision is still awaited on the outcome.
				Q2	(i) 30 September 2021 - Work with partners to submit an Outline Business Case (OBC) to Government approval, as a key milestone of Freeport approval status.	Green	The Freeport East Board have completed the OBC, which was submitted on 10 September 2021. The Council has been involved in the submission, which includes a Business Rates Retention Policy. A letter of support has been provided by the Council for the policy and the next stage of the project will be completion of the Full Business Case.
				Q3	(i) 30 November 2021 - Work with partners to submit a Full Business Case (FBC) to Government approval, as a key milestone of Freeport approval status.	N/A	
				Q4	(ii) 31 March 2022 - Work with partners to achieve official Freeport Status	N/A	

A growing and inclusive economy	D4 - Promote Tendring's tourism, cultural and heritage offers	To deliver the key actions identified as part of the Back to Business Agenda	GREEN	Q1	(i) 28 February 2021 – Employ two designated members of staff to oversee this project (ii) 1 April 2021 – Install a new heritage trail from Jaywick Sands to Holland Haven (iii) 31 May 2021 – Organise a launch event for Clacton 150 (subject to national guidelines at that time)	Amber	<p>The two members of staff commenced their roles within the project team in March. Due to a delay in receiving the National Lottery Heritage funding, this was approximately one month later than the original milestone.</p> <p>The trail design work was significant and took longer than planned but was installed during the week commencing 12 July 2021. There is no material change to the project, and the National Lottery Heritage Officers are pleased with the progress and plan to visit in September to complete the trail.</p> <p>Due to Covid guidelines, it was not possible to hold the launch event in May as planned initially; however, it was launched on 16 July 2021. The Clacton 150 Flypast event took place on 26 and 27 August.</p>
				Q2	(i) Organisation of Clacton 150 Anniversary Flights	Green	<p>The Clacton 150 Heritage Trail was installed in July and has been well received. Augmented reality features are included within the trail, which enhances the engagement.</p> <p>The Clacton 150 Anniversary Flights were organised in August and were considered a significant success. It was estimated that around 150,000 visitors watched displays by the Red Arrows and Battle of Britain Memorial Flight. A fly past by to US F15 Jets was also included at late notice, at no additional cost to the Council.</p>
				Q3		N/A	
				Q4		N/A	
A growing and inclusive economy	D4 - Promote Tendring's tourism, cultural and heritage offers	To deliver the range of activities to celebrate the Mayflower 400 in conjunction with partners	GREEN	Q1	(i) 30 April 2021– Open the house of Christopher Jones and the Mayflower Visitor Centre (subject to national guidelines at that time) (ii) 30 April 2021 - Complete the Harwich Mayflower Heritage Trail (iii) 31 May 2021 – Organise the Harwich Illuminate Festival (subject to national guidelines at that time)	Amber	<p>Due to Covid-19 national guidelines, it has not been possible to open the Mayflower attractions as originally scheduled – due to social distancing requirements. Preparations are now taking place for the Harwich Society, to open the attractions in the coming weeks, following the change in guidance. The Harwich Mayflower Heritage Trail is installed and open for use and was delivered on time.</p> <p>The Illuminate Festival was unable to take place due to the restrictions in place on mass participation events.</p>

				Q2	(iv) 30 Sept 2021 – Together with partners and the travel trade, organise a structured series of tours for visitors.	Amber	Due to the cancellation of international travel tours in the aftermath of the Covid-19 pandemic, it has not been possible to host the structured tours which were planned. All international travel operators have indicated that tours will be re-arranged for 2022.
				Q3		N/A	
				Q4		N/A	
Community Leadership	E5 - Sport England and Active Essex- for physical activity and wellbeing	Sport England Local Delivery Pilots and the delivery of a number of key schemes to improve physical activity within the District	GREEN	Q1	(i) 30 June 2021 – Deliver the first 120 bikes roll out to the community as part of the Essex Pedal Power project in Jaywick and West Clacton which includes SELEP funding of £600K for bikes. (There is also a wider infrastructure project with £1.7M SELEP funding). (ii) 30 June 2021 – work with Heritage Lottery Fund Clacton 150 project around a pump track feasibility study for a site in Jaywick and gamification project to get people active	Green	(i) First bike giveaway took place on 12th June in Clacton. Ongoing programme of bikes issued thereafter. (ii) Pump track feasibility presented to Management Team and extended to look at sites away from Jaywick Sands. Funding has been approved by the ELDP for £29 614 delivery of a gamification project in Harwich and Dovercourt to increase levels of physical activity. A procurement exercise has been undertaken with Beat the Streets being the preferred bidder to help make people more active using tangible assets in the community and which is not dependent on the use of mobile phones.
				Q2	(iii) 30 September 2021 – deliver an older persons outdoor gym in Holland/Clacton area to support in maintaining mobility for older people	Red	To take this project forward requires a legal agreement with Essex County Council to enable Sport England to access capital funding for the project from the Local Delivery Pilot. That legal agreement is awaited. A reassessment of this project indicated that on the ground delivery of the scheme is now anticipated in early Summer 2022 -subject to legal agreements referred to.
				Q3		N/A	
				Q4	REALIGNED – 30 June 2022 - deliver an older persons outdoor gym in Holland/Clacton area to support in maintaining mobility for older people	N/A	

Key Decision Required:	No	In the Forward Plan:	Yes
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CABINET

8 OCTOBER 2021

REPORT OF THE PORTFOLIO HOLDER FOR PARTNERSHIPS

A.3 DETERMINATION OF A NOMINATION TO REGISTER AN ASSET OF COMMUNITY VALUE: IMPERIAL HALL, 75 POLE BARN LANE, FRINTON-ON-SEA, ESSEX CO13 9NQ

(Report prepared by Andy White and Gill Burden)

PART 1 – KEY INFORMATION

PURPOSE OF THE REPORT

<p>To determine whether Imperial Hall 75 Pole Barn Lane Frinton on Sea Essex CO13 9NQ meets the criteria set out in the Localism Act 2011 (“the Act”) and the Assets of Community Value (England) Regulations 2012 (“the Regulations”) following its nomination as an Asset of Community Value by Frinton and Walton Heritage Trust (FWHT). No other criteria are pertinent.</p>
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EXECUTIVE SUMMARY

<p>A valid nomination to register an asset of community value has been received for Imperial Hall as shown identified in the plan included within Appendix A.</p>

<p>If a local authority receives a valid nomination, it must determine whether the land or building nominated meets the definition of an asset of community value as set out in Section 88 of the Localism Act 2011 and The Assets of Community Value Regulations 2012.</p>

<p>The Government’s non statutory guidance defines an asset of community value as: “Building or other land whose main (i.e. “non-ancillary”) use furthers the social wellbeing or social interests of the local community, or has recently done so and is likely to do so in the future”. The Report provides an assessment of the nomination.</p>
--

<p>The Cabinet should consider the content of the nomination against the statutory criteria (and no other factors) and determine whether the asset should be included within the Council’s List of Assets of Community Value.</p>

<p>Taking the evidence provided into account it is not recommended that the land nominated meets the criteria set out Section 88 of the Localism Act 2011 and should not be listed as an Asset of Community Value.</p>
--

RECOMMENDATION(S)

<p>That Cabinet determines that Imperial Hall 75 Pole Barn Lane Frinton on Sea Essex CO13 9NQ does not meet the definition of an Asset of Community Value, as set out in Section 88 of the Localism Act 2011 and</p>

that the asset should not be added to the Council's list of Assets of Community Value.

PART 2 – IMPLICATIONS OF THE DECISION

DELIVERING PRIORITIES

Assets of Community Value exist in a range of forms and functions. Individual properties may contribute in different ways across the spectrum of Council priorities.

FINANCE, OTHER RESOURCES AND RISK

Finance and other resources

There are circumstances where the Council may be required to pay compensation. It is hard to quantify this risk and it is therefore not proposed to make a specific allocation.

There is always some risk that the decision in relation to the nomination will be controversial whether it is listed or not.

LEGAL

If a local authority receives a valid nomination, it must determine whether the land or building nominated meets the definition of an asset of community value as set out in Section 88 of the Localism Act 2011:

- (1) A building or other land in a local authority's area is land of community value if in the opinion of the authority —
- (a) an actual current use of the building or other land that is not an ancillary use furthers the social wellbeing or social interests of the local community, and;
 - (b) it is realistic to think that there can continue to be non-ancillary use of the building or other land which will further (whether or not in the same way) the social wellbeing or social interests of the local community.

Section 88(2) of the Act extends this definition to land which has furthered the social wellbeing or social interests of the local community in the recent past, and which it is realistic to consider will do so again during the next five years.

Under Schedule 2 of the Local Authorities (Functions and Responsibilities) Regulations 2000, as amended, the determination of an appeal against any decision made by or on behalf of the authority can be made by the Executive or another Committee. It is considered that as Cabinet will be the decision maker of the outcome of the nomination, any review received should be considered and referred to the Community Leadership and Partnerships Overview and Scrutiny Committee, which already includes within its terms of reference review of Cabinet decisions.

The Assets of Community Value (England) Regulations 2012 ("the Regulations") provide procedural detail to give effect to the assets of community value scheme. An earlier report

on this subject set out a proposed procedure for dealing with the nomination of Assets of Community Value in accordance with the Regulations and Officers have adhered to the procedure and it is now proposed that Cabinet considers the nomination in accordance with the procedure.

OTHER IMPLICATIONS

Consideration has been given to the implications of the proposed decision in respect of the following and any significant issues are set out below.

Crime and Disorder / Equality and Diversity / Health Inequalities / Area or Ward affected / Consultation / Public Engagement / Environment and Carbon Neutrality.

Area or Ward Affected

Frinton

PART 3 – SUPPORTING INFORMATION

BACKGROUND

The Act and Regulations, also collectively known and described as Community Right to Bid place a duty on local authorities in England and Wales to maintain a list of land in their areas that is land of community value as nominated by the local community.

The local authority must consider only if the nominated asset meets the criteria set out in Section 88 Localism Act 2011 in that it is satisfied:

- (a) the actual use, not an ancillary one, that furthers social wellbeing or social interest of the local community; and
- (b) that there can continue to be a non-ancillary use, which will further the social wellbeing or social interests of the local community.

The Council must maintain:

- A list of assets that are held to be of community value; and
- A list of assets identified in unsuccessful nominations.

If land or buildings are placed on the list of assets of community value:

- They remain on the list for five years;
- They are subject to a local land charge;
- If the owner wishes to sell (some exemptions apply) the asset they must notify the Council;
- The Council must notify the nominator and publicise the potential sale;
- All community groups have a six week window to register their intent to bid for the asset;

- If no registration of intent is received the owner may then sell the asset as they see fit (subject to any normal legal processes);
- If intent is registered community groups are then allowed a further 20 weeks (strictly 6 months from the date of the owner's notice) to raise money, reach agreement or otherwise bid for the asset;
- The owner may sell to a community group at any time but is never obliged to do so;
- If no community bid is made or accepted within the six months the owner may then sell the asset as they see fit;
- No further bid or moratorium can be made for a period of 18 months from the owner's notice; and
- If the owner suffers financial loss as a result of the imposition of either moratorium the Council must compensate the owner.

The provisions of the community right to bid does not:

- Restrict who the owner of a listed asset can sell their property to, nor at what price;
- Confer a right of first refusal to community interest groups,
- Enable a community group to trigger disposal of a site;
- Place any restriction on what an owner can do with their property, once listed, if it remains in their ownership.

Only the owner of the land has the right to seek a review of the decision to include any land on the list in accordance with Section 92 of the Localism Act 2011. This must be done in writing within 8 weeks of the written notice of inclusion of the land in the list.

The table below, based on guidance produced by the Public Law Partnership sets out an overview of what the Act and Regulations intend to constitute as an Asset of Community Value”.

The Act intends to apply to Land and Buildings Where:

1. The main use of the land or building **furtheres the social wellbeing or social interests of the local community** at the present time AND it is realistic to think that this can continue into the near future (even if the type of social use or benefit might change), or;
2. The main use of the land or building **furthered the social wellbeing or social interests of the local community** in the recent past AND it is realistic to think that this could again happen **in the next five years** (even if the type of social use or benefit might change).

The Act does not intend to apply to land where:

1. The main use of the land or **building furthered the social wellbeing or social interest of the local community some years ago** but is not presently in use for a social purpose, or;
2. The land or building has **not recently been, and is not currently, in use for a primarily social purpose**, or;
3. The land or building has been **empty or derelict** for many years and remains so today.

In their Guidance Public Law Partnership provide some helpful interpretation of these terms:

“This could apply to a broader set of activities and not just cultural, recreational and sport interests as provided by the Act. Working with local communities it could include: any land or building where the main purpose is for the provision of public services for education, health and wellbeing or community safety e.g. nurseries, schools, children’s centres, health centres, surgeries, hospitals, day care centres, and residential care homes. Sport, recreation & culture e.g. parks and open green spaces, sports and leisure centres, libraries, theatres, museums and heritage sites, cinemas, swimming pools. Community services e.g. community centres, youth centres, and public toilets. Any economic use which also provides important local social benefits e.g. village shops, pubs, markets.

“What does it mean “realistic to think that this can continue into the near future”? For the use which is **currently ongoing**, the working assumption should be that the present use can continue into the future, unless the local authority is able to identify evidence that is unlikely to be the case. In other words where the asset is presently in social use there should be a **presumption of continued viability**, unless clear evidence suggests otherwise. For a **social use which has lapsed** and needs to be re-established the local authority will need to take a view on the realism of re-establishing this. A new approach can help to re-establish services that were previously not viable.

CURRENT POSITION

The Nomination Form has been submitted by Frinton and Walton Heritage Trust (FWHT), and contains in Appendix A at B4 and B5 reasons why the nominators consider that the land is of community value and how the land could be acquired and used in the future. In addition FWHT have appointed Richard Max and Co Solicitors to make further representation in addition to the Nomination form the contents of which have been noted and are also attached at Appendix B.

The nomination states that the building was built in 1927 as a theatre and meeting hall and was actively delivering productions up until the outbreak of the Second World War in 1939. Between 1939 and 1946 the building was used for military purposes and when the war finished the building was not handed back to the community having been requisitioned by the Army.

By 1962 the building was being used as a furniture store and depository and when offered to the community in the early 70’s much interest was shown in returning it to its former use but this did not come to fruition. The building was then purchased by Prykes Commercial Removals who remain the current owners using it for furniture storage.

In accordance with the Regulations the owners were notified and representation has been received attached at Appendix C from Solicitors acting on behalf of the late owner who sadly passed away the week the Nomination was received. It was considered appropriate to grant a longer period of time for representation to be made.

It is recommended that the land does not meet the criteria set out in Section 88 (2) (a) of the Act:

there is a time in the recent past when an actual use of the building or other land that was not an ancillary use furthered the social wellbeing or interests of the local community

In order for land or a building to be considered to have community value it must (among other things) have previously been used for the purposes of furthering the social wellbeing or interests of the local community in the "recent past" and it must also be realistic to think that it will be used for the same purpose again in the next five years (*section 88, LA 2011*).

The Department for Communities and Local Government (now the Ministry for Housing, Communities and Local Government) provides the following comment on the meaning of "recent past":

"With regard to 'recent past', our current view is that we will leave it to the local authority to decide, since 'recent' might be viewed differently in different circumstances. For example, 'recent' might be taken as a longer period for instance for land which was formerly used by the public until the MoD took it over for live ammunition practice, than for a derelict building. Ten or even twenty years might be considered recent for the former but not for the latter."

Having taken into account the contents of the nomination, solicitors representation from both owners and nominators we do not consider the site meets the section 88 definition of an asset of community value.

The site is not currently being used for community purposes but could still meet the definition if it had the relevant use in the 'recent past' which as a purpose built theatre and meeting hall it would no doubt have had. It is therefore the meaning of 'recent past' whilst not prescribed under the act must be interpreted.

- the building has been used as a furniture depository for the past 50 years and has not been used as a theatre since 1939.
- Noted that as the LA 2011 does not establish a specific period in regard to the test of "recent past", the council has to consider what amounts to a reasonable period and in excess of 80 years is not considered a reasonable period.

BACKGROUND PAPERS FOR THE DECISION

**Non-statutory advice note for local authorities produced by DCLG
Community Right to Bid – October 2012**

APPENDICES

Appendix A – Nomination Form (Redacted)

**Appendix B - Additional representation from Solicitor representing the
Nominating body**

Appendix C – Representation from Solicitor representing owners
Appendix D - Article from 5th January 1928 submitted by Solicitors
representing Nominating Body

LOCALISM ACT 2011

THE COMMUNITY RIGHT TO BID

NOMINATION FORM

A: You and your organisation

Your Name Redacted
Your Organisation (full official name) Frinton and Walton Heritage Trust
Your position in the organisation Vice-Chair
Organisation address (including postcode) Crossing Cottage Station Approach Frinton-on-Sea Essex CO13 9JT
Daytime telephone no. 01255 852993
Email address secretary@fwheritage.co.uk
How and when can we contact you?*
You may contact me at any time. Alternative Email address: Redacted

*other correspondence address or preferred way or time for us to contact you

Type of organisation

Description	Put a cross \times against all those that apply	Registration number of charity and/or company (if applicable)
Neighbourhood forum		
Parish Council		
Charity	X	289885
Community interest company		
Unincorporated body		
Company limited by guarantee		
Industrial and provident society		

Unincorporated bodies only:

In the case of an unincorporated body, at least 21 of its members must be registered to vote in the Tendring District or an adjoining authority. If relevant, please confirm the number of such members. If they are registered to vote in the area of a neighbouring local authority, rather than in Tendring, please confirm which area that is.

N/A

Local connection

Your organisation must have a local connection, which means that its activities are wholly or partly concerned with the administrative area of Tendring District Council or a neighbouring local authority. Please explain what your organisation's local connection is.

The Frinton and Walton Heritage Trust ("FWHT") is a charitable heritage organisation with about 300 members and run entirely by volunteers.

FWHT is responsible for three museums in Frinton-on-Sea and Walton-on-the-Naze and a restored historic lifeboat.

FWHT also maintains an archive with information on the history of both the built environment, people and life within the old boundary of Frinton & Walton Urban District Council, i.e. Frinton, Walton, the villages of Kirby and Great Holland.

A6 Distribution of surplus funds (certain types of organisation only)

If your organisation is an unincorporated body, a company limited by guarantee, or an industrial and provident society, its rules must provide that surplus funds are not distributed to members, but are applied wholly or partly for the benefit of the local area (ie. within the administrative area of Tendring or a neighbouring local authority). If relevant, please confirm that this is the case, and specifically which area this applies to.

N/A

A7 More about your organisation

What are the main aims and activities of your organisation?

1. To secure the preservation, protection, development and improvement of features of historic or public interest to benefit the area covering the towns of Frinton-on-Sea, Walton-on-the-Naze and the neighbouring villages of Great Holland, Kirby Cross and Kirby-le-Soken;
2. to educate the public in the geography, history, natural history and architecture of the area of benefit, to give information, hold meetings, lectures and exhibitions; and
3. to promote high standards of planning and architecture in or affecting the area.

A8 Your organisation's rules

Please send us a copy of the relevant type of document for your organisation, and put a cross in the next column to indicate which one this is	X
Memorandum and Articles of Association (for a company)	
Trust Deed (for a trust)	
Constitution and/or rules (for other organisations)	X*
	<i>*Copy of present constitution and draft of new CIO constitution enclosed</i>

Part B: About the land or building(s) you are nominating

B1 Description and address

What it is (eg. pub, local shop)

Currently a furniture repository and self-storage facility owned and operated by Pyrkes Commercial Removers Ltd.

Formerly a purpose-built theatre and meeting hall, built in 1927 to the design of well-known local architects Messrs. Tomkins, Homer and Ley for local businessman and coal merchant, Mr. Ernest Moy of Westpoint, Second Avenue, Frinton-on-Sea. (Ref: Planning Application D/UFr Pb1/836 – 1927, Essex Records Office).

Name of premises (eg. Royal Oak / Littletown stores)

The Imperial Hall

Address including postcode (if known)

75 Pole Barn Lane, Frinton on Sea, Essex, CO13 9NQ

B2 Sketch plan

Please include (here or on a separate sheet) a sketch plan of the land. This should show:-

- The boundaries of the land that you are nominating
- The approximate size and position of any building(s) on the land.
- Any roads bordering the site.

Sketch plan attached as a separate sheet. The land is shown edged blue.

**To the left (looking at the land from Pole Barn Lane):
Semi-detached houses; Yellowleaf, 71 and Treecote, 73.**

**To the right (looking at the land from Pole Barn Lane):
Bungalow; The Roost, 77, built in 1922 by the noted local author, Redacted.**



B3 Owners and others with an interest in the building or land

You should supply the following information, if possible. If any information is not known to you, please say so.

	Name(s)	Address(es)
Names of all current occupants of the land	Pyrkes Commercial Removers Ltd	Same as B1. Also at: 3 Tudor Close, Jaywick, Clacton on Sea, CO15 2PL
Names and current or last known addresses of all those owning the freehold of the land (ie. owner, head landlord, head lessor) * <i>* the Property is unregistered at HMLR</i>	T.R. Paxon Esq Ms. J. Gillings	Same as B1 pyrketransport1@btconnect.com Same as B1 Also at: Willows 326 London Road Clacton Essex CO16 9QZ jane.essex@btconnect.com
Names and current or last known addresses of all those having a leasehold interest in the land (ie. tenant, intermediate landlord, intermediate lessor)	Believed no leasehold interest	

B4 Why you think the building or land is of community value

Note that the following are not able to be assets of community value:-

- A building wholly used as a residence, together with land “connected with” that residence. This means adjoining land in the same ownership. Land is treated as adjoining if it is separated only by a road, railway, river or canal.
- A caravan site.
- Operational land. This is generally land belonging to the former utilities and other statutory operators.

Does it currently further the social wellbeing or social interests* of the local community, or has it done so in the recent past? If so, how?

The Imperial Hall was built in 1927 as a theatre and meeting hall. At that time, it was the only public hall available to the community of Frinton apart from various ‘tin’ church halls. The Parish Church Hall was not built until 1933 and the McGrigor Hall, for The Women’s Institute, not until 1934.

The Imperial Hall hosted many events, political meetings.

The Frinton Summer Theatre, one of the very few surviving repertory theatres in the country, started there in 1934. There is a comprehensive detailed list of theatre productions held in the Hall up to the outbreak of the Second World War on 3rd September 1939 in Frinton Summer Theatre’s new history book, “80 Glorious Years”.

The website <http://cinematreasures.org/theaters/44153> notes the use of the Hall also as a cinema from 1928 to at least 1936. It details that there was a twenty foot deep stage and the Hall is reputed to still have its original sprung floor for dancing.

From 1939 to 1946, the building was used for military purposes whilst Frinton was closed to all but essential personnel being in the coastal exclusion zone. The town was re-opened in 1946 allowing the population to return to their homes. However, the Imperial Hall was not returned to community use following its requisition by the Army.

By 1962, the Imperial Hall was being used as a Furniture Store and Depository by Mummery & Harris Limited, the famous furniture store in Connaught Avenue whose 1936 iconic modernist building still graces the shopping street. In about 1972 the building was offered to the wider community of Frinton and its surrounding conurbations. Many residents and organisations wanted the building to be returned to community use. However, this did not happen and instead the building was sold to Mr. Terry Paxon of Pyrkes Commercial Removals who have used the building for furniture storage and for parking at least two of their removal lorries on the forecourt since that date.

The fact that The Imperial Hall was last used for community use some time ago in no way prevents Tendring District Council listing it as an Asset of Community Value (“ACV”).

Para 1 of “Assets of Community Value – Policy Statement” Government Guidance states that:

“With regard to “recent past”, our current view is that we will leave it to the local authority to decide, since “recent” might be viewed differently in different circumstances. For example, “recent” might be taken as a longer period for

instance for land which was formerly used by the public until the MoD took it over for live ammunition practice, than for a derelict building. Ten or even twenty years might be considered recent for the former but not for the latter."

Here is an **actual** example of a building referred to in the Guidance that intended for public use taken out of such use for military purposes.

In these circumstances FWHT believes that Tendring District Council will be well within its powers to take a view that "recent past" covers the period since the Imperial Hall was last used for community use and for it be listed as an ACV.

Could it in future further the social wellbeing or social interests* of the local community? If so, how? (This could be different from its current or past use.)

Looking to the future, the FWHT sees the Imperial Hall as a much-needed Arts and Heritage Centre. The FWHT needs more space to house and display its ever-growing archive and artefacts and there are no plots of land available to build a new venue within Frinton.

In addition, there are limited resources for local clubs and societies to hold meetings and events within the town of Frinton-on-Sea and the surrounding villages.

Community buildings are a finite resource within Frinton on Sea. Apart from the WI Hall; various sporting and social clubs (which are membership based) and a number of Churches and Schools, there are no other community properties available. There are no performing arts centres. The current FWHT premises at Station Cottage are too small.

The Imperial Hall is the **last** possible property "within the gates" of Frinton on Sea that could be returned to community use especially as the population of the Tendring area continues to grow.

The Imperial Hall is well located to serve local schools. The Hall is easily accessible on foot or by bicycle rather than car and within easy access to the railway station and buses.

FWHT sees the possibility of listing the Imperial Hall as an ACV as a hugely important step and respectfully asks the Council not to miss this vital opportunity.

**These could be cultural, recreational and/or sporting interests, so please say which one(s) apply.*

B5 How could the building or land be acquired and used in future?

If it is listed as an asset of community value, community interest groups (not just limited to your organisation) will get the opportunity to bid for it if it comes up for sale. Please set out how you think such a group could fund the purchase of the building or land, and how they could run it for the benefit of the community.

If the Imperial Hall was to be listed as an ACV by the Council, funds could be raised in a number of ways:

- **Public subscription;**
- **Individual donor(s);**
- **Legacies or bequests;**
- **Lottery funding.**

If put into use as a combined Arts and Heritage Centre, the Hall might be available:

- **For art and other exhibitions;**
- **As a local history resource for the FWHT;**
- **For theatrical productions - the Hall might become the home again of The Frinton Summer Theatre;**
- **As a cinema;**
- **As meeting space for local organisations;**
- **As a concert hall; or**
- **As a combined Arts and Heritage centre.**

[NB Both the FWHT and the Frinton Summer Theatre charities have community outreach programmes].

Section C: Submitting this nomination

C1 What to include

- The rules of your organisation (question A8).
- Your sketch plan (question B2).

C2 Signature

By signing your name here (if submitting by post) or typing it (if submitting by email) you are confirming that the contents of this form are correct, to the best of your knowledge.

Signature

REDACTED on behalf of the Frinton and Walton Heritage Trust



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FAX: +44 (0) 20 7240 7499

WWW.RICHARDMAX.CO.UK

richard@richardmax.co.uk

Our Ref: RM 2 August 2021

Gill Burden
Economic Growth Officer
Tendring District Council
Regeneration and Inward Investment
Town Hall
Station Road
Clacton on Sea
ESSEX
CO15 1SE By email to: gburden@tendringdc.gov.uk

Dear Ms Burden

Localism Act 2011 – Community Right to Bid - Nomination as an Asset of Community Value

Imperial Hall, 75 Pole Barn Lane, Frinton on Sea, Essex, CO13 9NQ (the “Imperial Hall”)

Frinton and Walton Heritage Trust (“FWHT”) and Frinton Summer Theatre Ltd (“FST”)

We are instructed by the FWHT and the FST.

The FWHT made an application to nominate the Imperial Hall as an Asset of Community Value with the support of the FST.

The application was duly made on the Nomination Form available on the website of Tendring District Council (the “Council”) on 9 May 2021 and was acknowledged as valid by the Council.

The application was to have been considered by the Cabinet of the Council at its meeting in July.

In the event objections were received from the owners of the Imperial Hall and preparation of the Officer’s report to Cabinet and the Cabinet’s consideration of the matter has been delayed until September.

We were invited by the Council to contact the solicitors for the owners. We did so, but they did not wish to discuss matters with us.

Interested parties have been invited to make any further submissions to the Council by mid-August which will be taken into account by the Council's **officers** when they prepare their report to Cabinet.

This letter constitutes the further submissions made on behalf of the FWHT and the FST.

Statutory Framework

The statutory basis for Assets of Community Value is set out in Chapter 3 of the Localism Act 2011 (the "2011 Act").

This is supplemented by the Assets of Community Value (England) Regulations 2012 (the "2012 Regulations").

Section 87 of the 2011 Act provides that a local authority must maintain a list of land in its area that is land of community value.

Section 88 of the 2011 Act sets out the meaning of land of community value:

(1) For the purposes of this Chapter but subject to regulations under subsection (3), a building or other land in a local authority's area is land of community value if in the opinion of the local authority—

(a) an actual current use of the building or other land that is not an ancillary use furthers the social wellbeing or social interests of the local community, and

(b) it is realistic to think that there can continue to be non-ancillary use of the building or other land which will further (whether or not in the same way) the social wellbeing or social interests of the local community.

(2) For the purposes of this Chapter but subject to regulations under subsection (3), a building or other land in a local authority's area that is not land of community value as a result of subsection (1) is land of community value if in the opinion of the local authority—

(a) there is a time in the recent past when an actual use of the building or other land that was not an ancillary use furthered the social wellbeing or interests of the local community, and

(b) it is realistic to think that there is a time in the next five years when there could be non-ancillary use of the building or other land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community.

(3) The appropriate authority may by regulations—

(a) provide that a building or other land is not land of community value if the building or other land is specified in the regulations or is of a description specified in the regulations;

(b) provide that a building or other land in a local authority's area is not land of community value if the local authority or some other person specified in the regulations considers that the building or other land is of a description specified in the regulations.

(4) A description specified under subsection (3) may be framed by reference to such matters as the appropriate authority considers appropriate.

(5) In relation to any land, those matters include (in particular) —

(a) the owner of any estate or interest in any of the land or in other land;

(b) any occupier of any of the land or of other land;

- (c) the nature of any estate or interest in any of the land or in other land;
- (d) any use to which any of the land or other land has been, is being or could be put;
- (e) statutory provisions, or things done under statutory provisions, that have effect (or do not have effect) in relation to—
 - (i) any of the land or other land, or
 - (ii) any of the matters within paragraphs (a) to (d);
- (f) any price, or value for any purpose, of any of the land or other land.

(6) In this section—

“legislation” means —

- (a) an Act, or
- (b) a Measure or Act of the National Assembly for Wales;

“social interests” includes (in particular) each of the following —

- (a) cultural interests;
- (b) recreational interests;
- (c) sporting interests;

“statutory provision” means a provision of —

- (a) legislation, or
- (b) an instrument made under legislation.

The tests that must be satisfied in the case of the Imperial Hall (which is not in “*actual current [community] use*”) if it is to be included by the Council in its list, are set out in Section 88(2) (a) and (b) of the 2011 Act, if in the opinion of the local authority:

(a) there is a time in the **recent past** when an actual use of the building or other land that was not an ancillary use furthered the social wellbeing or interests of the local community; and

(b) it is **realistic to think that there is a time in the next five years** when there could be non-ancillary use of the building or other land that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community. [**our emphasis**]

It is important to note at the outset, therefore, that the relevant tests do not include any consideration as to the *length* of the period of actual use that took place in the recent past – merely that the Imperial Hall had, at some time in the recent past, been used to further the social wellbeing of the interests of the local community.

We address the two tests below and will submit that that they are clearly satisfied.

Government Guidance

Government Guidance may be found in:

- Assets of Community Value – Policy Statement issued by the DCLG in September 2011 (the “2011 Policy Statement”) https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/6069/1987150.pdf; and

- Community Right to Bid: Non-statutory advice note for local authorities published in October 2012 (the “2012 Non-statutory Advice Note”) [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/14880/Community Right to Bid - Non-statutory advice note for local authorities.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/14880/Community_Right_to_Bid_-_Non-statutory_advice_note_for_local_authorities.pdf)

The 2011 Policy Statement explains the Government’s thinking on the meaning of “recent past” at para 1:

“With regard to “recent past”, our current view is that we will leave it to the local authority to decide, since “recent” might be viewed differently in different circumstances. For example, “recent” might be taken as a longer period for instance for land which was formerly used by the public until the MoD took it over for live ammunition practice, than for a derelict building. Ten or even twenty years might be considered recent for the former but not for the latter.”

The 2012 Non-statutory Advice Note states at Para 3.5 (b) that:

“Section 88(2) of the Act extends this definition [ie the definition contained in Section 88(1)] to land which has furthered the social wellbeing or social interests of the local community in the recent past, and which it is realistic to consider will do so again during the next five years.”

What is meant by “recent past” under Section 88 of the 2011 Act?

“Recent past” is not defined in the legislation or paragraph 225 of the explanatory memorandum to the 2011 Act which deals with Section 88.

It is addressed in the 2011 Policy Statement which explicitly states that the concept is for the Council to determine.

There is flexibility in making this determination as the 2011 Policy Statement also says that:

“recent” might be viewed differently in different circumstances.”

In the case of *R (Edgar) v Bournemouth Borough Council* (unreported, October 2013) it was held that provided the local authority can demonstrate that it took all relevant matters into consideration when considering what constituted the “recent past” and gave proper and reasonable reasons, the Court would be reluctant to interfere with the authority’s decision.

In the case of *Sandhu v South Oxfordshire District Council* CR/2019/0008 <https://www.bailii.org/uk/cases/UKFTT/GRC/2020/CR-2019-0008.html> Upper Tribunal Judge O’Connor found that:

15. The term “in the recent past” (found in section 88(2)(a)) is not defined in the 2011 Act or in the Regulations. In setting out the ‘future condition’ (section 88(2)(b)) Parliament chose to provide for a definite period of five years, whereas in legislating the ‘past condition’ (section 88(2)(a)) Parliament was deliberately imprecise, choosing to restrict the operation of that provision to relevant events falling within the “the recent past”. It is not for the Tribunal to bring precision to the ‘past condition’ when Parliament has deliberately chosen to use imprecise language. What constitutes the recent past is a flexible concept and must depend upon all the circumstances of a particular case.

Judge O'Connor repeated his conclusions on this point in *Roffe v West Berkshire Council* CR/2019/0100 [<https://www.bailii.org/uk/cases/UKFTT/GRC/2021/CR-2019-0010.html>] paras 24-25].

As “*recent past*” is a flexible concept, the Council may determine what it means depending on the circumstances of the case. We examine these circumstances below.

The particular circumstances concerning the Imperial Hall

The Imperial Hall was originally built and used as a theatre and meeting hall in 1927. It was used as a theatre and meeting hall (and possibly as a cinema as well) until at least 1936.

In 1939 the Imperial Hall was requisitioned by the Army and was used for military purposes until 1946.

Between 1946 and 1962 the use of the Imperial Hall is unclear but by 1962 it was being used as a furniture repository and has been used as such ever since.

This is a purpose built theatre which is reputed still to retain many features which would enable it to be returned to theatrical and community use – for example, the sprung floor and proscenium arch as well as the entrance lobby.

In the 2012 Guidance the specific example of where the “*recent past*” can be a longer period is where property was taken over by the military:

“For example, “recent” might be taken as a longer period for instance for land which was formerly used by the public until the MoD took it over for live ammunition practice, than for a derelict building.”

The Council is not restricted by the “*ten or twenty year*” period mentioned in the 2012 Guidance – it is free to determine what it thinks should be the relevant period in respect of the Imperial Hall based on the circumstances of the case.

Military requisition as a result of WW2 is what occurred in the case of the Imperial Hall. We suggest that one of the reasons the taking of land by the military is given as an example in the 2012 Guidance is that the effect of taking land in this manner is both draconian and unusual. In this case, the disruption of the war caused a community asset to be stripped out of community use; after the war there were neither the resources nor the impetus to restore the Imperial Hall to its former use – not only was the opportunity missed, but it simply could not be taken at that point. The demise of the Imperial Hall for community use can be distinguished by these particular circumstances and “*recent past*” can be interpreted accordingly.

Purpose-built theatres are scarce in the UK – so scarce that the Theatres Trust is not only tasked with protecting them but also the law has recently been changed to ensure that the Trust is consulted whenever a former theatre is to be redeveloped.

Because the Imperial Hall:

- was taken out of community use as a result of military requisition during WW2;
- was used prior to the war as a theatre and that is one of the scarce remaining examples of such purpose-built buildings which still exists in England and Wales;

- remains substantially in the form in which it was constructed; and
- could easily be returned to theatrical use (having been used only as a furniture repository since it was last used as a theatre)

means that the Council is entitled to determine that the concept of the "*recent past*" is extendable to before the beginning of World War 2.

A number of other theatres in England and Wales have been listed as Assets of Community Value – for example, the Granville Theatre in Thanet; the Derby Hippodrome and the Streatham Hill Theatre in Lambeth. One might observe that the general public in England has been watching theatrical performances in purpose built theatres since Shakespearean times; when considered in those terms, the period in question in the current case is clearly recent.

The two tests

These are met because:

1. There was a time in the recent past (namely, before the Second World War) when the actual main use of the Imperial Hall (that was not an ancillary use) as a theatre, meeting hall and cinema furthered the wellbeing or interests of the local community of Frinton on Sea and beyond; and
2. It is realistic to think that there is a time in the next five years when there could be non-ancillary use of the Imperial Hall (for example, for use as a public meeting hall by the FWHT and/or a theatre by the FST) that would further (whether or not in the same way as before) the social wellbeing or social interests of the local community of Frinton on Sea and beyond.

Submission

We respectfully submit that the Council may, with confidence, grant this application and list the Imperial Hall as an Asset of Community Value; and the FWHT and FST would urge it to do so.

Yours sincerely



RICHARD MAX

**cc FWHT
FST**

**Re: Imperial Hall, 75 Pole Barn Lane,
Frinton on Sea, Essex, CO13 9NQ**

Representations

Against the inclusion of the above property in the List of Assets
of Community Value

Jane Gillings and the Executors of the late Terence Paxon on
behalf of the legal owners of the property.

Pleass Thomson & Company
Rosemary Chambers
91/93 Rosemary Road West
Clacton on Sea
Essex
CO15 1EP

Tel: 01255 221133

The property has been nominated for inclusion in Tendring District Council's list of assets of community value under Part 5, Chapter 3 of the Localism Act 2011. The criteria for land to be of community value are delineated in sections 88 of that Act, specifically subsections (1) and (2). The property fails to meet the criteria in either of these subsections as demonstrated below.

(1)

The property in question is currently used as the warehouse of Pyrke Transport Ltd and Pyrke Commercial Removers Ltd. There is consequently no current use of the land which is not an ancillary use which furthers the social wellbeing or social interests of the local community, meaning the property is not land of community value under subsection (1) of section 88.

(2)

As for subsection (2)(a), the property has not been used as a theatre since the 1950s and has served no purpose which furthered social wellbeing or social interests since then, or in the recent past under any practicable interpretation of the term. The property is not land of community value under subsection (2)(a) therefore.

As for subsection (2)(b), it is not realistic to think that at any point within the next 5 years the property can further any social wellbeing or social interests of the local community. Subsection (6) provides social interests are to include cultural, recreational and sporting interests.

- The building is not suitable for any sporting purpose.
- The building is too small by modern standards to be used for the purpose of theatre or cinema as it once was.
- The building is located on a residential street, situated closely between two private residences, meaning most cultural or recreational purposes will be impossible without nuisance.
- There is very limited parking at the property and no room for development, meaning any public frequency of the property would result in considerable grievance for residents of Pole Barn Lane from congestion and intrusive parking.
- As a result, it is in no way realistic to think the property can be used for anything except small private business within the next 5 years, or significantly longer.

The property is therefore not land of community value under subsection 2(b).

The property fails to meet the criteria set out in section 88 of the Localism Act 2011 and should therefore not be listed as an asset of community value.

Please find attached a copy of an article from the 5 January 1928 edition of Kinematograph Weekly concerning the Imperial Hall, Pole Barn Lane – this confirms the capacity (400); accommodation and the sprung maple floor. It was designed and used as an “adaptable” community building.

A Village Hall Frinton's Model Theatre

Kinema or Drama

THE Imperial Hall, Frinton-on-Sea, which

was erected in 1927, is a good example of a public hall in a small seaside town which is adaptable for several purposes.

The equipment is thoroughly up to date, and in the hall proper there is seating capacity for 400 people. A spacious stage for theatrical performances and concerts, together with two excellent dressing-rooms, lavatories and a kitchen give the artists all the accommodation. There are also two cloak-rooms and lavatories off the main entrance. The space under the stage is utilised for storing chairs when dance, are held.

A sprung maple floor has been laid for dancing and Badminton. In addition it is adapted for kinema requirements, with the necessary operati: room and equipment.

Central heating and electric light are installed throughout, and special attention has

been given to the stage lighting. The hall has an attractive elevation to the street, and the internal decorations, with the domed ceiling and simple plaster enrichments, together with hand-hold curtain hangings to the stage and windows, and a panelled wood stained silver grey, provide a charming interior. Upkeep, such as painting, etc., has been reduced to a minimum. The acoustics of the hall are excellent.

Frinton is greatly indebted to the generosity and enterprise of Ernest Moy, a leading resident, in building such an excellent hall and equipping it so thoroughly. The architects are Messrs. Tomkins, Homer and Ley, of Frinton-on-Sea.

Big Aperture Lenses

A feature of the December issue of the "Taylor-Hobson Outlook," the interesting house organ of the peat Leicester firm of P. photographic Jena manufacturer, is an illustrated article in which J. E. Saunders

photography, reveals his enthusiastic testi-

mony to the value and usefulness of extreme aperture, such as the well-known f/2.9 anastigmata or the f/3.6 telephoto anastigmat lens recently introduced by MeHra. Taylori Taylor and Hobson, Ltd. A particularly interesting article on the camera camera uera ia a forecast of the future of motion pictures, by J. H. McHabb, president of the Bell and Howell Company, of Chicago.



NEW BRUM ENTERPRISE

GEORGE A. PARKER OPENS THE PLAZA A Spacious and Complete Kinema

THE Plaza Kinema, in Marsh Lane, Green, Birmingham, erected by George A. Parker and his associate, occupies a commanding site at the junction of three arterial roads a fact which has been taken full advantage of by A. L. Snow, A.R.I.B.A., of 414, County Chamber Street, Birmingham, who designed the building. A dominating feature is the large arched window, brilliantly lit after dusk. The main structure is carried out in red and brown rustic bricks, with stone cornices, copings, and siring courses.

The aim of the proprietors, which is fully realised, has been to provide a spacious and comfortable house of entertainment, capable of seating 928 persons. There is a lofty crush ball, where 300 patrons can wait in warmth and comfort. An equally spacious foyer serves the balcony.

The decorative scheme depends for its effect mainly upon colour. It is distinguished for the absence of heavily moulded enrichment and an emphasis of the long lines of the ceiling, the centre part of which is formed into panels.

The general colour scheme is in blue and gold with relief moulding picked out in red and black. The lighting harmonises perfectly with the decorative treatment. The 6 ft. high ironwork lanterns along both walls of the auditorium are brilliantly illuminated in red, gold, and blue. The scheme is completed with lights, alternately permanent and interval, let into the two main beams of the ceiling. These have the merit of being easily accessible from the roof, there being, in fact, no suspended fittings anywhere.

The whole presents a very noble but restrained effect, rendered all the more pleasing by the simplicity of the general scheme. The crush hall is embellished on similar lines a striking feature here being the three large painted panels, cleverly executed by Cecil M. Price.

The balcony and semi-tub chairs in the auditorium all being unobscured by velvet, they are of the highest quality. W. W. Turner and Co. of Birmingham secured the contract for the balcony seats. A deep stall and a spacious refreshment room with retiring rooms, are provided.

The heating is on the low pressure system with radiators, included in the decorative scheme of the auditorium.

Ventilati-

Simplicity characterises the ventilation system, designed by the Keith Blackman Co. Fresh air is admitted at the lowest end of the building through chambers over the entrance lobbies on either side of the proscenium, and extracted at the highest point—the rear of the balcony, where two high-capacity fans are installed. Auxiliary fans for use when required are provided below the balcony.

Accommodation

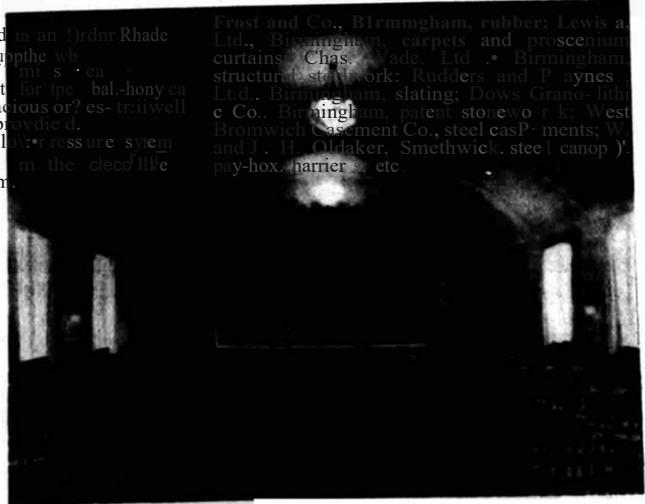
The accommodation of the Plaza includes manager's office, male and female staff rooms, and a band room.

The pay-box screens to the entrance lobby and the barriers to standing space have been carried out in metal, given them a light and elegant appearance; painted in different colours, these have been brought

into the general decorative scheme.

The Plaza is owned by the Stockland Green Playhouse, Ltd. George A. Parker is chairman and managing director, his co-directors being L. W. Smith, C. B. Ketley, E. A. Randall and C. E. Collins. Arthur Kennedy, of 43, Cannon Street, Birmingham, is secretary of the company.

Mr. Snow, the architect, has been assisted by L. Voisey, 101, Temple Row, Birmingham, as quantity surveyor, and A. H. Costain, of Harborne, Birmingham, as consulting engineer. The contractors in chief were A. H. Guest, Ltd. Stourbridge, and the suit-contrators as follows: Bryans Adamanta, Ltd., Birmingham, decorations; Baxter and Impey, Birmingham, electrical installation; Boley and Parker, Birmingham, heating; Smith and Ansell, Birmingham, and General Electric Co., Ltd., electric lamp fittings; J. H. Wright and Co., Birmingham, gas installation and plumbing; Bigwood Brothens, Birmingham, ornamental stair balustrading, etc.; Birmingham and Midland Reinforced Concrete Co., reinforced concrete work; Acme Flooring and Paving Co., London, wood block floors; C. J.



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Key Decision Required:	Yes	In the Forward Plan:	Yes
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CABINET

8 OCTOBER 2021

JOINT REPORT OF THE PORTFOLIO HOLDER FOR BUSINESS & ECONOMIC GROWTH AND THE PORTFOLIO HOLDER FOR HOUSING

A.4 JAYWICK SANDS COVERED MARKET AND MANAGED WORKSPACE (Report prepared by Tom Gardiner and Lisa Hastings)

PART 1 – KEY INFORMATION

PURPOSE OF THE REPORT

To seek authority to make a direct award to COLBEA as Operating Partner for Jaywick Sands Covered Market and Managed Workspace, based on a Licence to Occupy and Service Contract, and to increase the Council’s financial contribution for enabling works and the operating costs of the facility for year one. In addition the report sets out the current status of the project delivery.

EXECUTIVE SUMMARY

At its meeting on 21st May 2021 Cabinet approved the development of a Covered Market and Managed Workspace facility at Jaywick Sands, and made associated decisions to enable the development to proceed.

Cabinet agreed to seek approval from the Secretary of State under Section 12 of the Housing Act 1985 to use the land (which is held in the Housing Revenue Account – HRA) for non-housing purposes and to seek approval under Section 32 of the Housing Act to dispose of the land by way of a lease to the Council’s Operating Partner. COLBEA is already identified as the Council’s preferred Operating Partner through a procurement exercise undertaken earlier in the year, the specification set out the Council’s contribution to the operating costs and referred to a lease arrangement in Modules 3 and 4.

Following feedback from MHCLG, officers reviewed the options of a lease, a licence, and a service contract, considering the financial implications for the Council and the sharing of risk with the COLBEA, our Operating Partner, to enable successful project delivery. The details of this review are included in the finance section of the report. COLBEA also requested changes to the provisions in the Heads of Terms of the lease.

The review leads officers to recommend that a Service Contract for Management of the Facility and Business Support Service and Licence to Occupy would enable the most effective project delivery for the benefit of the community, better share risk between the Council and COLBEA, and avoid an accounting anomaly that would lock up the land value of the project (£300,000) in an unusable reserve, and keep the land for the project within the Housing Revenue Account (HRA).

A Service Contract and Licence to Occupy, in addition to the new provisions proposed by COLBEA the Operating Partner, differ from the original procurement sufficiently that it is no longer viable to continue with the previous procurement exercise in its entirety. One of the options would be to commence a fresh procurement tender to select an Operating Partner against the new terms, however, at this stage, this process would impact on the project’s

tight delivery timetable. Given we only received two bids for the original procurement, and the successful Operating Partner was the only applicant with deep experience of managed workspace delivery, it is proposed a direct award is made to COLBEA for this part of project.

At the Council's request COLBEA reviewed running costs for the centre in detail based on the original tender documentation and as a result have requested a further £45,000, in addition to the previously agreed £45,000 for year one operating costs. Changing from a full repairing lease to a Service Contract and Licence to Occupy will reduce COLBEA's financial risk. Subject to Cabinet's decision, the Corporate Director, Project Delivery in consultation with the Business and Economic Growth Portfolio Holder, will negotiate with COLBEA on the terms and conditions of the Service Contract, Licence to Occupy and any changes to the agreed operating subsidy within the parameters of this report.

At its meeting on 21st May 2021 Cabinet were presented with two development scenarios (Scenario A – a development proposal based on the original concept design and structured within the funding allocation of £2,127,535; and Scenario B – a development based on an updated design and requiring additional funding in the value of £300,000 resulting in a total scheme value £2,427,535).

Construction material costs have been seen to increase as the country unlocks and once tender prices come in for construction, there is a potential risk that the current budget is insufficient to deliver the project as planned. Cabinet will be updated with options if this occurs and seek any necessary approvals.

Cabinet determined to endorse the submission of a Planning Application for the Scenario B scheme given that Essex County Council had indicated that it was minded to find a further £300,000 in support of the enhanced scheme. Subsequent to Cabinet's meeting in May 2021, Essex County Council confirmed that this funding would be made available (as funding of last resort) and officers have received a draft funding agreement for approval.

The Workspace is accessed via Lotus Way and abuts un-adopted highway (called 'Brooklands'). Essex County Council has carried out a visual inspection of the highway and requested £25,000 project costs to enable them to complete works on the road and associated drainage in support of delivery of the Workspace project.

Subsequent to Cabinet's meeting in May 2021, the Council's Planning Committee has assessed, reviewed and determined the Council's Planning Application and in so doing the Scenario B scheme was approved for development at the beginning of July 2021.

Securing planning consent by the end of July 2021 was one of two conditions placed on the award of GBF funding by the South East Local Enterprise Partnership (SELEP) and was an impediment to the Council being issued with a Funding Agreement. The SELEP (via its Accountable Body – Essex County Council) has now issued the Council with a formal Funding Agreement for signature (to be completed in accordance with the delegation set out in the May Cabinet report). This will allow the Council to draw down funds from the SELEP's GBF pot in support of project costs already incurred and against future project expenditure. The Agreement will be signed in accordance with the delegation set out in the May Report.

RECOMMENDATION(S)

Cabinet is asked to:

- (a) note the feedback from the Ministry for Housing, Communities and Local Government (now the Department for Levelling Up, Housing & Communities) regarding the Council retaining ownership of the Jaywick Sands Covered Market and Commercial Space once constructed;
- (b) grant an exemption to the Council's Procurement Procedure Rules following the recommendation from the Council's Section 151 Officer and the Monitoring Officer allowing a direct award to the Council's Operating Partner, COLBEA, to enter into a Service Contract for the Management of the Facility and to provide a Business Support Service;
- (c) subject to (b) authorises the Interim Corporate Director (Project Delivery), to agree terms and conditions of the Service Contract, within the context of the principles set out in the report, in consultation with the Portfolio Holder for Housing and the Portfolio Holder for Business and Economic Growth;
- (d) endorse the granting of a Licence to COLBEA to occupy the property on terms to be agreed by the Interim Corporate Director (Project Delivery), in consultation with the Portfolio Holder for Housing and the portfolio Holder for Business and Economic Growth; and
- (e) endorse the allocation of up to an additional £70,000 from the budget set aside to support housing in Jaywick to the Jaywick Sands Covered Market and Managed Workspace project, with the final amount being agreed by the Interim Corporate Director (Project Delivery), in consultation with the Portfolio Holder for Housing and the Portfolio Holder for Business and Economic Growth.
- (f) agree a delegation to the Council's Section 151 Officer, in consultation with the Portfolio Holder for Corporate Finance and Governance, to make the necessary changes to the GF and HRA budgets to reflect the decisions made.

PART 2 – IMPLICATIONS OF THE DECISION

DELIVERING PRIORITIES

Corporate Plan (2020-2024)

The Covered Market and Managed Workspace development responds directly to the corporate priorities identified within the Council's 2020-2024 Corporate Plan and accords with the Community Leadership and Tending4Growth themes, which are central to that Plan.

The development responds to a number of priorities in the Corporate Plan as set out below:

- Support existing businesses
- More and better jobs
- Develop and attract new businesses
- Maximise our coastal and seafront opportunities

The Project has been identified by Cabinet as a Key Priority Action for 2021/22 (Reference D1) with milestones to deliver against the Corporate Plan and will be included within its corporate performance monitoring report.

Back to Business (2021)

The Council's Back to Business Plan seeks to support the district's recovery from the Covid-19 pandemic.

The Plan seeks to target action that will secure improvements to the environment and the quality of life, and to provide support for the district's residents, businesses and the wider economy in order to support Tendring's recovery from the challenges of the pandemic.

The development is identified as a priority project within the Back to Business Delivery Plan.

Tendring Economic Strategy (2020 – 2024)

The Tendring Economic Strategy was updated in 2020. The Strategy uses evidence from Office of National Statistics to demonstrate that there have been some important changes in the district's economy in recent years which require a change in approach.

The Strategy recommends:

- A greater focus on Clacton and Jaywick, noting a decline in economic performance in these locations. This focuses specifically on local participation within communities and addressing long term prosperity; and specifically for Jaywick Sands recommends:
- A need for long term investment in both the physical and human assets of the area to enable a positive economic future for Jaywick Sands. Bold new approaches, built around citizen participation and the building of community capacity, are needed. The response should be locally focussed and long-term, building upon the aspirations of the Jaywick Sands Coastal Community Team to develop a more sustainable and resilient community;
- The Council should identify property assets within public ownership which can be transformed to offer low-cost or free space to support new businesses and positive social activities, particularly in Clacton and Jaywick, to maximise their social value. Map spaces owned by Tendring DC, looking at where there is a stronger case (lower opportunity cost) of making them available for free or low-cost use by residents with ideas. Provide meanwhile space in perpetuity, with advice and guidance to support 'graduates' into more permanent spaces;
- That local people should be given a prominent role in developing and delivering projects within their community as part of a continuum of positive activity towards improved qualifications and employment. The strategy recommends first piloting this approach in Jaywick, particularly around the emerging Place Plan;
- Using the 2019 Employment Land Review, identify priority space to support 'move on' and growth space, actively promoting this amongst the local business population. This type of development should be encouraged through the use of cross-funding through the delivery of mixed-use sites. There are a number of proposed or allocated sites which have the potential to accommodate this type of development alongside residential and other uses and it should be ensured that these are treated favourably;

- Over the next five years, it will be particularly important to improve dialogue with local companies to support them in their growth ambitions and encourage them to innovate and diversify their offer; and that
- A key element of this offer will be the provision of spaces to support new companies to grow within a flexible and supportive environment. This includes thinking about how managed workspace and incubation space could be used to support new businesses in Tendring.

Tendring Local Plan (2013 – 2033)

The development aligns with the strategic vision for the Council's emerging Local Plan (2013 – 2033) which seeks to create resilient, successful mixed communities that address issues of deprivation and support a thriving local economy.

Jaywick Sands is identified under Policy PP14 Priority Areas for Regeneration as a priority for focused investment in “social, economic and physical infrastructure and initiatives to improve vitality, environmental quality, social inclusion, economic prospects, education, health, community safety, accessibility and green infrastructure.”

Under Policy PP3 Village and Neighbourhood Centres three areas of Jaywick Sands – Broadway, Tudor Parade and the junction of Tamarisk Way/Broadway are defined as neighbourhood centres to be protected and enhanced. Under Policy PP11 Holiday Parks the caravan park to the west of Jaywick Sands is identified as a safeguarded site protected against redevelopment.

North Essex Economic Strategy

At a sub-regional level the development corresponds with the aims and objectives of the North Essex Economic Strategy (NEES). This articulates a vision in which citizens live in new and established communities that are well connected and inspire innovation and creativity. The NEES has four Missions, which seek to:

1. Drive innovation and technological adoption;
2. Develop a skilled and resilient workforce;
3. Create a network of distinctive and cohesive places; and
4. Grow a greener, more sustainable economy.

The development is particularly well aligned with objectives 2 and 3 within this strategy. Objective 2 stresses the importance of supporting those who are already in the labour market to access new skills and adapt to changing working practices. The scheme will deliver against this objective by supporting locally based businesses and potential entrepreneurs to develop viable and sustainable businesses. Objective 3 includes the need to invest in the infrastructure to support distinctive, adaptable and creative places, particularly within coastal towns. This scheme, as an ‘anchor’ development to kick-start wider regeneration in Jaywick Sands will deliver exactly this infrastructure. It highlights the sharp spatial inequalities within North Essex and the need to improve outcomes in all communities.

SELEP Local Industrial Strategy

At a regional level the development aligns with the emerging themes of the Local Industrial Strategy currently being prepared by the South East Local Enterprise Partnership (SELEP),

and with its Coastal Prospectus, which was approved by the SELEP Board at its meeting in March 2020.

N.B. Government has indicated that country-wide the LEPs Local Industrial Strategies may be dropped from the national agenda.

UK Government Industrial Strategy

At a national level the development aligns with the Government's Industrial Strategy, which focusses on supporting the UK economy to become more productive and seeks to drive stronger, resilient and more balanced growth. The Industrial Strategy argues that there are five foundations of productive economy: ideas; people; business environment; infrastructure; and places. At a micro level, the proposed responds positively to these themes.

FINANCE, OTHER RESOURCES AND RISK

As discussed in the report to Cabinet in May, the arguments were made for the project being based on holding the land and newly developed commercial property within the HRA.

This had a number of advantages given the housing led regeneration that was one of the drivers behind the earlier purchases of land within the Jaywick Sands area. This was in addition to the workspace proposals being an interim use of the land for between 10 to 15 years before wider housing development took place. In addition, it is also worth highlighting that future housing development proposals on or adjacent to the site may compliment or be able to incorporate the proposed covered market and managed workspaces on a more permanent basis. This is especially true, given the flood risks in Jaywick Sands that require housing to be built above a certain height to respond to potential flooding risks. Therefore, retaining the land within the HRA better reflected this approach.

Also from a financial perspective, holding the land and property within the HRA avoids an accounting anomaly where any loss on the purchase price of the land compared to the value if appropriated to the General Fund (GF) would 'crystallise' within the HRA. It could also be argued that the HRA is better equipped to respond to property risks such as maintenance costs, given its relatively significant repairs and maintenance budgets already in place.

The basis the above argument remains unchanged but needs to be revisited following the Secretary of State's indication that although they would be likely to approve the land and property to be held in the HRA for non-housing purposes for the reasons previously set out in detail, they did not feel comfortable agreeing for the land to be disposed by way of a lease to a third party if the land were to remain within the HRA.

Following the MHCLG's feedback and overall support to the project, the Council is faced with the following three alternative options:

The first being to revisit the proposed arrangements with COLBEA. The Council could revert to a managing agent approach rather than COLBEA being leaseholders, this allows for the relationship and objectives to continue but prevents disposal of the land to a third party, whilst the Council retained ownership and control. This would however require the procurement exercise to be revisited, as such a change would be outside the scope of the original tender exercise where COLBEA were originally appointed and it would transfer full property ownership risks back to the Council.

The second option is for the lease arrangements with COLBEA to remain in place but following the MHCLG's feedback, this would require the land and property to be held in the GF with the land appropriated from the HRA where it is currently held. This has a number of disadvantages which have been highlighted above and in the earlier Cabinet report in May, which relate to the accounting anomaly issue along with property ownership / management risks falling to the GF. It would also require a minimum revenue provision to be charged to the GF (based on 4% of the market value of the land at date of appropriation), although this would not be expected to be significant (e.g. less than £20,000 per year).

The third option would be somewhere in the middle of the two options outlined above and would involve COLBEA occupying the property under a licence arrangement but a service contract setting out the deliverables. This would enable some property ownership risks to remain with COLBEA which more closely aligns with the scope of the original procurement exercise where a lease arrangement was proposed.

Under such an arrangement, the land and property could remain within the HRA and therefore still provide the practical advantages that this would bring (e.g. avoid the accounting anomaly associated with the land appropriation). This would be in addition to also providing the flexibility associated with managing the property within the wider property management arrangements undertaken by the HRA which are supported by existing repairs, maintenance and refurbishment budgets.

Therefore based on the review required following the feedback of MHCLG, this report therefore provides an update to the original decision set out in the report to Cabinet in May and proposes the third option outlined above to be progressed. It is important to state that the proposals do not undermine the original case for retaining the land with the HRA for non-housing purposes, as set out in the May Cabinet report and consequently, the application to the Secretary of State under Section 12 of the Housing Act 1985 will continue.

The third option above would be outside the scope of the original procurement exercise undertaken to appoint COLBEA. However, it is proposed to directly award a revised contract to COLBEA coupled with a licence to occupy via seeking an exemption from the Council's Procurement Procedure Rules as set out elsewhere in this report.

In terms of the value for money considerations associated with a direct award, the arguments set out above provides such a response. How much property ownership risk is transferred to COLBEA under the proposed Licence to Occupy agreement remains subject to negotiations with them under the delegations previously agreed. However this still provides a more advantageous outcome than moving to a solely managing agent approach with them. It also avoids the accounting anomaly if the land was appropriated to the GF as under such a scenario, up to £300k could become 'locked' in an HRA unusable reserve until such time as it was possible to reverse this out.

In terms of this accounting anomaly, it is worth highlighting that there is no current accounting mechanism to correct this. In such a scenario, the Council would have to work with CIPFA / External Audit to identify a way of dealing with this unfortunate accounting issue and place the HRA back into the position of being able to use the money as part of its 30 year Business Plan, rather than being held within an unusable reserve for an unknown period of time.

In terms of some property ownership risks falling to the HRA under the proposed Licence to Occupy, this will be considered as part of the review of the 30 year HRA business plan.

As part of the on-going discussions with COLBEA, they have indicated that the project may need to be supported via an increase in the first year management / operational costs – from £45,000 to £90,000. The level of actual contribution required is subject to the business plan which includes a number of variables, such as the pace that workspace units are occupied and generating rental income. This risk is acknowledged but rather than agree an additional contribution at this stage, it is proposed to work with / support COLBEA during the mobilisation phase to limit wherever possible the increased contribution that may be required. However, a recommendation is included above to enable an additional contribution of up to £45,000 to be made to COLBEA in consultation with the Portfolio Holder for Business and Economic Growth.

As set out elsewhere in this report, Essex County Council (ECC) have requested that as part of the project, consideration is given to undertaking road / drainage works on the road that runs alongside the site that would therefore support the overall workspace project. The estimated cost of these works is £25,000, which could be funded by reprioritising this amount from within the £350,000 that ECC have already committed to the wider workspace project. This approach would reflect the fact that ECC are the responsible highways authority and therefore they would in effect be meeting the full costs of these remedial works. However, this would require a compensating contribution from Tendring District Council to ‘back fill’ ECC’s original contribution now that it has been reprioritised to undertake the road works. A recommendation is therefore included above to increase the Council’s contribution to the project by £25,000.

Taking the above two items into account, the total contribution required by the Council would increase from the originally intended amount of £105k to a total potential contribution of £175,000. Given the original contribution of £105k was funded from the £500k budget set aside to support Housing in Jaywick, it is proposed to also meet this additional contribution of £70k from the same budget.

As it is proposed to keep the land and property within the HRA, the project will form part of the HRA Capital Programme and revenue account going forward. The use of the £500,000 budget set out above to support a project within the HRA is allowable as although the money is currently held within the GF, it was created from new homes bonus money receivable in prior years, which can be used for any purpose. Given a number of technical accounting / budget adjustments will be required, a recommendation is therefore also set out above to enable the S151 Officer to make the changes to reflect the proposed approach, in consultation with the Portfolio Holders for Housing and Corporate Finance and Governance.

LEGAL

There are key differences between a lease and a licence with regards to property occupation. The former establishes a legal interest in the land and the latter is to provide permission to do something with that land such as occupying it. A Licence to Occupy does not confer exclusive possession of the land to the licensee because ownership and control remains with the Council. The review undertaken by officers had to ensure that the original case for retaining the land within the HRA for non-housing purposes, as required by Section 12 of the Housing Act 1985 was not undermined through consideration of the proposed options.

The objective of the project remains an ‘anchor’ development to kick start wider regeneration in Jaywick Sands and highlights the sharp spatial inequalities within North Essex and the need to improve outcomes in all communities. Improving employment opportunities through

the provision of a managed work space and targeted business support (information, advice and guidance) will positively impact on the health and wellbeing of local people. The scheme seeks to improve the public realm and will include a community garden as well as space for outdoor markets and other events. Improved walkability of the area and road safety will also improve the environmental conditions in Jaywick Sands.

It is important to demonstrate any buildings and land held in the HRA serve a beneficial purpose in connection with the requirements of the persons for whom the housing accommodation is provided. Changing the legal basis on which COLBEA will occupy and use the property does not compromise this objective, it does however move from a formal Landlord and Tenant relationship to one of Licensor and Licensee, which is more flexible and produces a greater risk to the Council. With this risk in mind the objectives of the Scheme were revisited and the intention was for COLBEA to manage the facility as a work space as an Operating Partner, therefore through the third option (as set out in the Financial Implications Section) this element of the project can be regularised and established through a service contract, setting out the necessary terms and conditions.

The Council must ensure that all procurement tender exercises are carried in accordance with established principles whether set out in legislation, case law or internal Procurement Procedure Rules. The original specification was very clear that the tender covered 4 modules, modules 3 and 4 related to management of the facility and business support. The Cabinet Report in May 2021 confirmed that these two modules required further negotiation, due to the Heads of Terms to enable a lease to be completed, for the reasons set out in this report, it is recommended that the Council no longer proceeds with this approach.

Therefore, it is the advice of the Council's Monitoring Officer for the Council to ensure maximum openness and transparency and declare the second element of the original procurement, whereby the intention was to grant the Operating Partner a lease of the premises and provide a financial contribution of £45,000 for the first year void. Secondly, that a direct award is now being proposed with COLBEA for a revised arrangement as set out within the context of this report following exemptions from the Council's Procurement Procedure Rules being granted. It must be recognised that this approach is not without risk as a third party could challenge the Council's decision however, due to the value of the contract the Council and the limited interest in the original tender exercise the risk is minimal. In addition, the Council can make a direct award in accordance with the Procurement Procedure Rules upon establishing justification to do so, the reasons of which are set out within the body of this report. The Council's Procurement Procedure Rules set out in Part 5 of the Council's Constitution (Part 5.68) permit the Corporate Finance & Governance Portfolio Holder to grant an exemption upon the recommendation from the Chief Financial Officer, with a formal Portfolio Holder decision being made. In this instance, Cabinet are being requested to make the decision following its decision made in May 2021.

As part of the first procurement exercise for a Market and Commercial Space Operating Partner, it was Council's expectation that COLBEA would manage and promote the facility whilst maximising revenue from the lettable/revenue earning space to provide a return on the capital investment made by the Council and its partners, to be reinvested in Jaywick Sands and/or the community. A Service Contract will be negotiated ensure that COLBEA are incentivised to deliver on these principles, which remain unchanged. Understanding the Business Case will be crucial to these negotiations and therefore, no contract will be finalised without the agreement of the Portfolio Holders for Housing and Business and Economic Growth. The Business Support elements to be delivered by COLBEA in the May Cabinet Report also remain unchanged.

The Property Dealing Procedure contained within Part 5 of the Constitution delegates agreeing terms and conditions of Licences to Occupy for longer than 12 months to the relevant Corporate Director however, in this instance it is proposed that these are finalised in consultation with the relevant Portfolio Holders to ensure the Cabinet's objectives are fully met.

OTHER IMPLICATIONS

Consideration has been given to the implications of the proposed decision in respect of the following and any significant issues are set out below.
Crime and Disorder / Equality and Diversity / Health Inequalities / Area or Ward affected / Consultation/Public Engagement.

Area or Ward

This project will be located within the West Clacton and Jaywick Sands Ward, but has the potential to impact on the entire District.

Health Inequalities

18% of Wards in Tendring were ranked among the top 10% most deprived in England in 2019, with four of those ranking among the top 1% (including West Clacton and Jaywick Sands). Further to this, the proportion of residents experiencing employment deprivation in Clacton (including Jaywick Sands) was measured at 20.72%. As employment is one of the most important determinants of health inequalities within a community, this project has the potential to impact positively following completion.

Improving employment opportunities through the provision of managed work space and through targeted business support (information, advice and guidance) will positively impact on the health and wellbeing of local people.

It is hoped that the Covered Market may provide the means through which local people can more readily access fresh fruit and vegetables, thereby providing the opportunity for healthy living with improved health outcomes.

Improved public realm including a community garden, outdoor market/events space and a safe pavement connecting the two main residential areas of Jaywick Sands, will have a positive impact on the quality of life currently experienced by residents.

Consultation/Public Engagement

Extensive community and stakeholder engagement and research over the last few years has shown that growing local jobs and the local economy is a key priority for stakeholders and is viewed as an essential part of regenerating Jaywick Sands and lifting it out of the bottom decile of the Index of Multiple Deprivation.

An on-line public consultation has been initiated in order to engage with residents on proposals for the development. Feedback from residents will inform the work of the Council's Professional Team led by HAT Projects.

Ancillary to, but in support of the managed workspace project, the Council's Project Team (comprising TDC/ECC Officers, HAT Projects, and COLBEA) is currently considering two community projects that if supported would enable closer engagement with the Jaywick Sands Community. The projects under consideration are:

- Community Arts Project – Officers are assessing the merit and the cost of supporting a community arts project that would result in the site hoarding being used to display

art work created by the community. This could take the form of drawings/paintings, graphics and/or poetry; and

- Community Garden Project – Officers are assessing the merit and the cost of supporting a project that would enable local people to participate in the design, construction and planting of the community garden, which is to be included in the landscaping for the managed workspace project.

N.B. The cost of these projects is thought to be in the region of £35,000. This cost is not included in the financing arrangements for either development scenario. If these projects were to proceed they would require separate and dedicated funding.

Crime and Disorder

The proposed development will be designed in line with good practice guidelines, limiting the opportunities for crime and disorder. Subject to approval, the building and its external spaces will be actively managed by the Council's Operating Partner and the development will create the opportunity to host internal/external activities and events thereby encouraging footfall – animated spaces are generally safer places given the presence of natural/passive surveillance. The building will also be subject to CCTV surveillance, which will be managed (subject to approval) by the Council's Operating Partner.

Equality and Diversity

The proposed development responds to the government's levelling up agenda and seeks to provide a covered market and affordable business space on a gateway site in Jaywick Sands. This will support the local economy, increase opportunities for local entrepreneurship, and grow and retain economic activity and job creation in the local area - the most deprived in the country.

The project forms part of a wider regeneration initiative that aims to lift Jaywick Sands out of the bottom decile of the Index of Multiple Deprivation, improving poor quality housing, stimulating economic growth and maximising the potential of the beach for tourism.

Environment and Carbon Neutrality

In all aspects the proposed development will respond to the requirements of the Building Regulations 2010. The building's design will seek to limit its impact on the climate via the use of green technologies. The building's design seeks to ensure that it can be demounted and re-erected on another site, thereby making best use of the materials used in its construction.

The scheme seeks to improve the public realm and will include a community garden as well as space for outdoor markets and other events. Improved walkability of the area and road safety will also improve the environmental conditions in Jaywick Sands.

As part of the ecological arrangements for the development, reptiles will be trapped and translocated to Brook Country Park.

PART 3 – SUPPORTING INFORMATION

BACKGROUND

In October 2018 the Council commissioned HAT Projects Ltd to prepare a Place Plan for Jaywick Sands with the ambition that this should become a framework for development in that area.

The draft Place Plan identified the need to attract and stimulate commercial/economic activity in Jaywick Sands, and recommends the provision of affordable space for business use and social enterprise. During the winter and early spring of 2020 this recommendation was the subject of further investigation.

In January 2020 HAT Projects Ltd were appointed via a competitive process to examine the feasibility of providing new workspace in the Jaywick Sands area.

At the beginning of August 2020, and subsequent to the completion of the Feasibility Study, Government launched its Getting Building Fund (GBF) – a £900 million fund to deliver jobs, skills and infrastructure across the country, targeted on areas facing the biggest economic challenges as a result of the COVID-19 pandemic.

In partnership with Essex County Council and HAT Projects and utilising the Feasibility Study referenced above, the Council led work to prepare and submit a detailed application for funding under the Government's GBF scheme. In the South East of England the scheme was managed and administered by the South East Local Enterprise Partnership (SELEP). The Council's GBF application sought funding in the value of £1.972 million and estimated the total scheme cost to be £2.12 million.

The GBF application identified the scheme as being highly deliverable, relatively quick to implement, and as a catalyst to unlocking future opportunities in Jaywick Sands.

On the 20th November 2020 the Council were advised that its GBF application had been successful, albeit the SELEP Accountability Board attached two key conditions to its award. The conditions required the Council to secure detailed planning consent for the project by the end of June 2021 (later extended to the end of July 2021), and also required the Council to have spent its full allocation of GBF funding by March 2022. Failure to meet these conditions would/could result in the forfeiture and repayment of the funding awarded.

In January 2021 the Council appointed HAT Projects as its principle designer to work with the Council and its Operating Partner (see below) to refine and develop the outline proposals for the facility in full, secure the relevant statutory consents and approvals, procure a building contractor in line with the Council's procurement processes, and to oversee all construction works and associated hard and soft landscaping through to completion.

Subsequent to HAT Projects appointment, officers appointed Daniel Connal Partnership to provide client-side Construction Design Management (CDM) services in response to the requirements of the CDM Regulations 2015.

In February 2021 the Council appointed COLBEA (as its intended Operating Partner) to work with HAT Projects and the Council to shape the design and layout of the building and associated landscaping, and then on completion (subject to future agreement) manage the facility on the Council's behalf subject to the terms of a lease, the detail of which is yet to be agreed.

In May 2021 Cabinet approved the development of a Covered Market and Managed Workspace facility at Jaywick Sands, and made associated decisions to enable the development to proceed. One of the decisions endorsed a development scenario (Scenario B) based on an updated and enhanced design, which required additional funding in the value of £300,000. This scenario has a total scheme value of £2,427,535, the additional cost being supported via additional funding to be provided by Essex County Council.

In May 2021 HAT Projects submitted (on the Council's behalf) a detailed Planning Application based on Development Scenario B, which was subsequently determined and approved by the Council's Planning Committee at its meeting on 6th July 2021.

Approval is required from the Secretary of State under Section 12 of the Housing Act 1985 to use the land (which is held in the Housing Revenue Account – HRA) for non-housing purposes. In May Cabinet was advised that to dispose of land with the HRA to a third party Secretary of State approval was required under Section 32 of the Housing Act 1985. Following the Cabinet meeting, informal feedback was sought from MHCLG on the objectives of the overall project, which was positive however, MHCLG considered disposing of land in the HRA to a third party should be reviewed.

Officers have reviewed the options of a lease, a licence, and a service contract, considering the financial implications for the Council and the sharing of risk with the COLBEA, our Operating Partner, to enable successful project delivery. The details of this review are included in the finance section of the report. COLBEA also requested changes to the provisions in the Heads of Terms of the lease, which also indicated that the disposal as originally intended may no longer be a viable way to proceed.

The review leads officers to recommend that a Service Contract for Management of the Facility and Business Support Service and Licence to Occupy the property would enable the most effective project delivery, better share risk between the Council and COLBEA, and avoid an accounting anomaly that would lock up the land value of the project (£300,000) in an unusable reserve, and keep the land for the project within the Housing Revenue Account (HRA).

A Service Contract and Licence to Occupy, in addition to the new provisions proposed by COLBEA the Operating Partner, differ from the original tender exercise sufficiently that the procurement for modules 3 and 4 is deemed to have failed. One of the options would be to commence a fresh procurement exercise to select an Operating Partner against the new terms. However, this process would impact on the project's tight delivery timetable. Given the Council only received two bids for the original tender, and the successful Operating Partner was the only applicant with deep experience of managed workspace delivery, we propose making a direct award to COLBEA.

At the Council's request COLBEA reviewed running costs for the centre in detail based on the original tender documentation and as a result have requested a further £45,000, in addition to the agreed £45,000 for year one operating costs. Changing from a full repairing lease to a service contract and licence will reduce COLBEA's financial risk. Subject to Cabinet's approval it is proposed that the Corporate Director, Project Delivery in consultation with the Business and Economic Growth Portfolio Holder, will negotiate with COLBEA on costs and any changes to the agreed operating subsidy.

The Scenario B development endorsed in May was based on an updated design and required additional funding in the value of £300,000 resulting in a total scheme value £2,427,535.

Construction material costs have been seen to increase as the country unlocks and once tender prices come in for construction there is a potential risk that this budget is insufficient to deliver the project as planned. Cabinet will be updated with options if this occurs seeking any necessary approvals.

Cabinet determined to endorse the submission of a Planning Application for the Scenario B scheme given that Essex County Council had indicated that it was minded to find a further £300,000 in support of the enhanced scheme. Subsequent to Cabinet's meeting in May 2021, Essex County Council confirmed that this funding would be made available (as funding of last resort) and officers have received a funding agreement to be completed in accordance with the delegations authorised by Cabinet in May 2021.

The Workspace is accessed via Lotus Way and abuts un-adopted highway (called 'Brooklands'). Essex County Council has carried out a visual inspection of the highway and made a request of £25,000 to enable them to complete works on the road and associated drainage in support of delivery of the Workspace project.

FURTHER HEADINGS RELEVANT TO THE REPORT

None

CURRENT STATUS

The planning permission was considered at committee on 6 July 2022 and the application was approved and granted in full. Work has continued subsequently to prepare the detailed design proposals for the project.

Consultants are currently preparing the tender pack through which to procure a lead building contractor. The procurement is scheduled to commence in October 2021. The overall project is now programmed to complete in early summer 2022.

BACKGROUND PAPERS FOR THE DECISION

Cabinet Report and decision 21st May 2021

APPENDICES

None

Key Decision Required:	YES	In the Forward Plan:	NO
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CABINET

8 OCTOBER 2021

REPORT OF THE PORTFOLIO HOLDER FOR BUSINESS & ECONOMIC GROWTH

A.5 NORTH ESSEX ECONOMIC BOARD – COLLABORATION AND FUNDING AGREEMENT

(Report prepared by Barbara Pole)

PART 1 – KEY INFORMATION

PURPOSE OF THE REPORT

The purpose of this report is to seek Cabinet approval to enter into a Collaboration and Funding Agreement with the local authority partners that together comprise the North Essex Economic Board, and to allocate 10% of the North Essex Councils' Additional Restrictions Grant (ARG) funding in support of the Board's COVID-19 recovery interventions.

For Cabinet to give authority to the Portfolio Holder for Business & Economic Growth and Corporate Finance and Governance to approve future projects agreed by the North Essex Economic Board (NEEB) that fall within this 10 percent of the District's ARG funding.

EXECUTIVE SUMMARY

The Government made funding available to local authorities through its Additional Restrictions Grant scheme (ARG) to support businesses that were severely impacted by COVID-19 related restrictions.

At its meeting on 11th November 2020 the North Essex Economic Board (NEEB) determined (subject to constituent member approval) to establish a pool of top sliced ARG funding (10 percent of each district's allocation) in support of sub-regional (North Essex) business support and skills interventions approved by the Board to support the areas COVID-19 recovery.

Ten percent of Tendring District Council's ARG grant equates to £293,000. However, it is not expected that this full amount will be required. Tendring District Council and other Councils have already spent funds on Click it Local which forms part of this agreement (for Tendring this was covered by a previous decision). Essex County Council are currently taking forward the Business Support element of the programme which has come in below the anticipated budget of £150,000 per Council reducing the budget to £120,000 per district for this programme.

Braintree are leading the skills element of the programme and therefore this will be a separate ask.

With all North Essex Councils contributing to the ARG pool, the Board will have a project fund of £1.65m. ECC did not receive ARG funding, but have contributed a further £220,000 to cover elements of the programme that the ARG can't pay for such as staffing and marketing costs.

The North Essex Economic Board is a partnership of local authorities comprising: Braintree, Maldon, Tendring, Uttlesford, Colchester, Chelmsford, and Essex County Council. TDC's representative on the board is Cllr. Mary Newton, Portfolio Holder for Business and Economic Growth plus an officer support from the Economic Growth Team.

By pooling resources the partners will be able to implement a range of sub-regional project interventions that together will have a positive impact on the economic recovery of North Essex. Interventions will also focus on the delivery of skills necessary to support businesses and to get residents of working age back into employment.

The partners have endeavoured to provide business support that compliments localised projects currently running within their districts which include such schemes as Tendring's Business Support Service which is delivered by Colbea. The programme of support to business has been developed to align with the Council's Back to Business delivery Plan, helping Tendring to recover from the challenges of the pandemic.

The Board has identified six 'quick win projects. These are as follows:

- Click it Local
- Digital Support
- Importing & Exporting
- Financial & Debt Management
- Start-up Support
- Business Navigation

The first of the projects supported by the Board was Click it Local, albeit given the need to set-up the Collaboration and Funding Agreement, this was contracted separately by each local authority partner rather than through a single contract. Members will recall that the Click it Local scheme was launched in Tendring on 27th April 2021. The scheme provides an online platform enabling local independent shops and retailers to be able to compete with the likes of Amazon on convenience and choice. The NEEB partners have determined to extend this initiative until the end of the financial year (March 2022), keeping it free for those businesses signed up to the platform.

Following the launch of Click it Local in districts across North Essex partners initiated a procurement exercise (led by Essex County Council) to secure contractors to provide a

range of Business Support and Skills related interventions tailored to meet the needs of businesses across North Essex.

To this end officers representing the seven local authority partners have recently evaluated the tenders received vis-à-vis five support programmes. These include:

- **Business Navigation Support** – The aim of this procurement is to appoint a specialist organisation to deliver free business navigation support across North Essex. The primary purpose is to increase the number of businesses accessing business navigation services from within the NEEB area. It will be expected that additional dedicated Business Support Navigators are used to help North Essex businesses to identify relevant programmes, initiatives and/or funding schemes currently on offer across Essex and to assist in accessing the support available.
- **Pre-start and start-up business support** – This procurement is for the business start-up support element of the programme. The aim is to deliver free advice and support to individuals who have ambitions to start a business and to start-up a business during their first 12 months of trading. The service will include the provision of learning, advice, mentoring and networking.
- **Specialist importing and exporting advice** - This procurement is for the free importing and exporting advice support element of the programme. The service will provide free structured one-to-one and one-to-many bespoke advisory support to businesses who currently trade, or who want to begin to trade, both within Europe and with the rest of the world.
- **Financial and debt management support** – The primary purpose of this procurement is to provide free one-to-one financial and debt management support and advice to businesses, alongside navigation services which signpost businesses to other financial support programmes, in order to create and safeguard jobs and support business growth and survival across North Essex.
- **Business digitising and e-commerce support** – This procurement is for the business digitising and e-commerce support element of the programme including cyber security. The aim is to deliver free support especially as digital transformation is key to the recovery of businesses, with the need to switch to online platforms as alternative and additional sales channels.

Partners' ARG contribution has until now remained within the budgets held by each of the second tier authorities with the understanding that the monies would be transferred to ECC as required (subject to the approval of a Collaboration and Funding Agreement).

ECC is now seeking TDC's agreement to the Collaboration and Funding Agreement and (subject to ratification) as requested that the Council transfer 10 percent of its top sliced ARG funding to an account to be held and managed by the County Council.

This allows us two options:-

Option 1: Approve the terms of the draft Collaboration and Funding Agreement and agree to make available 10 percent of the ARG and continue to support the NEEB projects as agreed on the 17th November 2020. This will allow TDC to continue its support for businesses via the six quick win interventions outlined above; or

Option 2: Determine not to sign the Collaboration and Funding Agreement and withhold the ARG funding which the Council's Board representative approved in principle in November 2020. This option could irreparably damage the Council's reputation and its standing with other partners to the North Essex Economic Board.

PLEASE NOTE: This report, whilst published as a forthcoming "Key Decision", has not been published to the Council's website for the required 28 calendar days. Due to the reasons of urgency, and in accordance with the Council's Constitution, permission has been sought from, and granted by, the Chairman of the Resources and Services Overview & Scrutiny Committee (Cllr. M E Stephenson) for the General Exception Procedure to be used in order that this matter can be considered at this Cabinet meeting. Copies of the relevant documents are published with this report.

RECOMMENDATION(S)

Cabinet is asked to:

- 1. Agree the maximum allocation of £293,000 from the Additional Restrictions Grant Fund to Essex County Council for the purposes of delivering the projects identified by North Essex Economic Board (NEEB) on the terms and conditions as set out in the Collaboration and Funding Agreement, attached as Appendix A; and**
- 2. Delegate authority to the Portfolio Holder for Business & Economic Growth and the Portfolio Holder for Corporate Finance and Governance to agree future projects agreed by the NEEB that fall within this 10 percent of the District's ARG funding.**

PART 2 – IMPLICATIONS OF THE DECISION

DELIVERING PRIORITIES

Corporate Plan (2020-2024)

The NEEB project programme responds directly to the corporate priorities identified within the Council's 2020-2024 Corporate Plan and accords with the Community Leadership and Tending4Growth themes, which are central to that Plan.

NEEB's interventions respond to a number of priorities in the Council's Corporate Plan as set out below:

- Support existing businesses
- More and better jobs
- Develop and attract new businesses

Back to Business (2021)

The Council's Back to Business Plan seeks to support the district's recovery from the Covid-19 pandemic.

The Plan seeks to target action that will secure improvements to the environment and the quality of life, and to provide support for the district's residents, businesses and the wider economy in order to support Tendring's recovery from the challenges of the pandemic.

NEEB's project programme aligns with the aspirations set out in the Council's Back to Business Delivery Plan.

Tendring Economic Strategy (2020 – 2024)

The Tendring Economic Strategy was updated in 2020. The Strategy uses evidence from Office of National Statistics to demonstrate that there have been some important changes in the district's economy in recent years which require a change in approach.

The Strategy sets out five objectives:

Objective 1: Supporting the Economy of Tendring's Places

Objective 2: Targeting Growth Sectors

Objective 3: Ensure Residents have the Skills and Information to Participate

Objective 4: Support Growth & Innovation in Tendring's Businesses

Objective 5: Delivering Housing to Support the District's Economic Objectives

In broad terms NEEB's project interventions correspond with objectives 1 to 4.

North Essex Economic Strategy

At a sub-regional NEEB's project interventions corresponds with the aims and objectives of the North Essex Economic Strategy (NEES), which was developed and approved by the North Essex Economic Board. This articulates a vision in which citizens live in new and established communities that are well connected and inspire innovation and creativity. The NEES has four Missions, which seek to:

1. Drive innovation and technological adoption;
2. Develop a skilled and resilient workforce;
3. Create a network of distinctive and cohesive places; and
4. Grow a greener, more sustainable economy.

The six project interventions currently being promoted by NEEB as a short term response to the COVID-19 pandemic align specifically with objectives 1, 2 and 4. The six project interventions will deliver against these objectives by supporting locally based businesses and potential entrepreneurs to develop viable and sustainable businesses.

SELEP Local Industrial Strategy

At a regional level NEEB's project interventions align with the emerging themes of the Local Industrial Strategy currently being prepared by the South East Local Enterprise Partnership (SELEP), and with its Coastal Prospectus, which was approved by the SELEP Board at its meeting in March 2020.

N.B. Government has indicated that country-wide the LEPs Local Industrial Strategies may be dropped from the national agenda.

UK Government Industrial Strategy

At a national level NEEB's project interventions align with the Government's Industrial Strategy, which focusses on supporting the UK economy to become more productive and seeks to drive stronger, resilient and more balanced growth. The Industrial Strategy argues that there are five foundations of productive economy: ideas; people; business environment; infrastructure; and places. At a micro level, the proposed responds positively to these themes.

FINANCE, OTHER RESOURCES AND RISK

Finance and other resources

The Council received the following three separate tranches of ARG grant funding from the Government:

Tranche 1 - £2,931,220
Tranche 2 – £1,301,909
Tranche 3 - £804,916

It is important to highlight that tranches 1 and 2 set out above have been fully spent on associated business grant schemes, which were subject to earlier decisions. This was based on the Government's requirement to spend these two tranches of funding by the 31 July 2021, to qualify for the 'top up' funding available as Tranche 3.

The 10 percent top slice set out in this report is based on Tranche 1 above, given this was the amount awarded at the time the 10 percent top slice was initially considered back in November 2020. This therefore provides 'base' funding of £293,000 to support the NEEB projects.

However, the following two schemes proposed by NEEB are being delivered directly by the Council funded from this top slice amount of £293,000:

Click it Local - £60,000
Business Support - £120,000

After taking into account the above two schemes, £113,000 would remain available to transfer to the NEEB to support the other proposed projects / initiatives.

The 10 percent top slice amount of £293,000 is proposed to be funded from the £804,916 Tranche 3 grant highlighted above, leaving £511,916 available to support further projects / initiatives locally.

Risk

By not continuing to contribute to the agreed projects will be damaging to the reputation of Tendring District Council and will be blemish partnership working with other local authorities within the NEEB.

We will also be failing our businesses who are in need of the support these projects will provide and help them to recover from the pandemic.

LEGAL

Government issued Local Authorities Additional Restrictions Grant funding, in line with guidance issued by the Secretary of State for Business, Energy and Industrial Strategy, via a grant offer letter sent under section 31 of the Local Government Act 2003). Local Authorities will be responsible for delivering the funding so long as it accords with the funding and grant requirements.

The Collaboration and Funding Agreement to be entered into by the North Essex Economic authorities acknowledge that any projects to be funded through the pooled resources must align with Government's grant requirements.

General Exception provisions (Rule 14) within the Access to Information Procedure Rules can be relied upon with the Chairman of Resources and Services Overview and Scrutiny Committee's approval, if it is impracticable for 28 days' notice to be given of the Decision. The necessary approval has been obtained.

OTHER IMPLICATIONS

Consideration has been given to the implications of the proposed decision in respect of the following and any significant issues are set out below.

Crime and Disorder / Equality and Diversity / Health Inequalities / Area or Ward affected / Consultation/Public Engagement.

Area or Ward Affected

NEEB's project programme (and future interventions) will benefit businesses across the Tendring district along with those located in Colchester, Braintree, Uttlesford,

Chelmsford and Maldon.

Health Inequalities

Improving employment opportunities through targeted business support (information, advice and guidance) will positively impact the health and wellbeing of local people.

Consultation/Public Engagement

ECC commissioned Mackman Research to conduct a thorough business survey to identify the impacts of the pandemic during September and October 2020 and the types of business support needed. More than 800 business responded to this survey. A total of 119 Tendring business representatives contributed to the research findings.

Crime and Disorder

It is generally accepted that prosperous innovative communities experience fewer incidents of crime and general disorder.

Equality and Diversity

The proposed project interventions seek to stabilise and support growth in the North Essex economy. This activity will benefit Tendring's economy, increase opportunities for local entrepreneurship, and grow and retain economic activity and job creation in the local area.

NEEB's project interventions represent action to support businesses emerging from the COVID-19 pandemic but form part of a wider strategic initiative that aims to transform the North Essex economy.

Environment and Carbon Neutrality

Elements of the proposed projects support businesses to become more Carbon Neutral by helping to them to transform digitally. They will also be provided with the skills and knowledge to make more informed choices in the future.

Click it Local is designed to support a reduction in the district's carbon footprint by providing an online shopping facility which reduces the need for individual customers to travel to specialised retail units. Click it Local will make one pick up for several customers. Further to this, at the request of the partnership Click it Local are also investing in electric vehicles to further the Council's agenda.

PART 3 – SUPPORTING INFORMATION

BACKGROUND

Tendring District Council forms part of the North Essex Economic Board (NEEB). NEEB is a partnership of local authorities in the area working together as a catalyst to drive forward economic growth. The partnership consists of Braintree District Council, Colchester Borough Council, Chelmsford City Council, Maldon District Council, Tendring District Council, Uttlesford District Council and Essex County Council.

Whilst the longer-term aim of NEEB is to support and promote the economic prosperity of North and Mid Essex, short term the focus is on supporting the economic recovery from Covid-19. In order to actively support the economic recovery of North and Mid Essex from Covid-19, each local authority has committed to contributing 10 percent of their ARG funding (for Tendring this would be a maximum contribution of £293,000) towards a NEEB business support and skills programme.

The first of the projects was Click it Local which was launched in Tendring on 27th April 2021 and provides an online platform enabling local independent shops and retailers to compete with the likes of Amazon on convenience and choice.

A programme of business support activity has now been developed and is being progressed. Local business surveys, direct feedback from local businesses and information from business support partners have all been used to aid the development of the business support programme. The following five activities form the main initiatives that it is hoped will shortly be procured in order to deliver business support across North and Mid Essex.

- Business support navigation
- Business start-up and pre-start support
- Finance and debt management support
- Digital and cyber security support
- Importing and exporting support

The Board are keen to ensure that all initiatives enhance the existing business support landscape. Confirmation has been given by the Department for Business, Energy and Industrial Strategy (BEIS) that the business support programme proposed by NEEB would be a suitable use of ARG funding. Work is still being progressed to develop a skills programme to support businesses across North and Mid Essex.

ECC have agreed to procure the different strands of the business support programme on behalf of NEEB. In line with the existing timeframe, it is hoped that contracts for all five initiatives will be in place by the beginning of October and will run for a year. BEIS have confirmed that business support contracts can run past the March 2022 deadline of spending ARG funding, as long as funding is defrayed by this date.

FURTHER HEADINGS RELEVANT TO THE REPORT
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None

BACKGROUND PAPERS FOR THE DECISION

None

APPENDICES

A.1 Appendix A - Draft and Collaboration and Funding Agreement
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A.1 APPENDIX A – DRAFT COLLABORATION AND FUNDING AGREEMENT

ESSEX COUNTY COUNCIL

and

BRAINTREE DISTRICT COUNCIL

and

CHELMSFORD CITY COUNCIL

and

COLCHESTER BOROUGH COUNCIL

and

MALDON DISTRICT COUNCIL

and

TENDRING DISTRICT COUNCIL

and

UTTLESFORD DISTRICT COUNCIL AND

COLLABORATION AND FUNDING AGREEMENT

in relation to the North Essex Economic Strategy Board's commissioning of the Skills and Business Support Programme for North and Mid Essex

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This Agreement is dated the latest date of signature of this Agreement.

PARTIES

- 1) **ESSEX COUNTY COUNCIL** of County Hall, Chelmsford, Essex CM1 1QH (**ECC**); and
- 2) **BRAINTREE DISTRICT COUNCIL** of [**ADDRESS]; and
- 3) **CHELMSFORD CITY COUNCIL** of [**ADDRESS]; and
- 4) **COLCHESTER BOROUGH COUNCIL** of [**ADDRESS]; and
- 5) **MALDON DISTRICT COUNCIL** of [**ADDRESS]; and
- 6) **TENDRING DISTRICT COUNCIL** of [**ADDRESS]; and
- 7) **UTTLESFORD DISTRICT COUNCIL** of [**ADDRESS].

BACKGROUND

- (A) The parties to this Agreement are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999. The parties are entering into this Agreement further to partnership arrangements between them pursuant to Section 101 of the Local Government Act 1972.
- (B) The parties all work together as part of the North Essex Economic Strategy Board (**NEEB**) as a catalyst to drive forward economic growth across North and Mid Essex.
- (C) All the parties except ECC have been awarded funding from the Government's Additional Restrictions Grant (**ARG**) scheme to be used to support businesses that are severely impacted by COVID-19 restrictions by way of skills and business support grants or through wider business support. All ARG funding must provide direct support to businesses. ARG funding must not be used as a wage support mechanism, for capital projects that do not provide direct business support or to fund projects whereby local authorities are the recipients.
- (D) Through the NEEB, the parties (other than ECC) have agreed to commit a proportion of their ARG funding to a NEEB pooled fund for an aligned Skills and Business Support Programme to be delivered across North and Mid Essex in order to deliver wider economic benefits with the aim to safeguard and grow businesses and jobs.
- (E) The parties have agreed that ECC will manage the pooled fund and commission the Projects. The parties wish to establish a framework to govern their respective rights and obligations (including funding contributions to a pooled fund) in relation to particular Projects in respect of which they wish to co-operate, where such Projects fall within the Purpose of this Agreement.
- (F) In support of the Projects being delivered, ECC has committed £220,000 (via an agreement with Braintree District Council) from the Council's core economic growth 20/21 budget to provide match funding in order to fund a programme manager to oversee the NEEB Skills and Business Support Programme and to cover administrative and marketing costs that fall outside of the criteria for the ARG funding. ECC's funding will therefore not form part of the pooled fund.
- (G) This Agreement sets out the terms and conditions upon which the parties have agreed that such Projects will be commissioned.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

ARG: has the meaning given to it in Recital C of this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by a party to the other in relation to a Project (if any), as set out in each case in a Project Schedule.

Commencement Date: the date of this Agreement.

Contributing Parties: the parties listed in clause 6.1 of this Agreement and **Contributing Party** shall be construed accordingly.

Contributions: the contributions made by the Contributing Parties in accordance with this Agreement and **Contribution** shall be construed accordingly.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

NEEB: has the meaning given to it in Recital B of this Agreement.

Pooled Fund: the pooled fund of aggregate Contributions which shall be managed and utilised in accordance with this Agreement.

Project: any project listed in Schedule 1 and any other additional project agreed by the parties in accordance with clause 5 falling within the scope of the Purpose, in relation to which the parties will collaborate in accordance with this Agreement and if applicable as further agreed in relation to any particular Project and **Projects** shall be construed accordingly.

Project Period: subject to earlier termination in accordance with this Agreement, the period from the start date to the end date of a Provider Contract.

Provider Contract: any contract awarded to a provider by ECC in relation to a Project following a procurement process conducted in accordance with ECC's procurement policies and procedures and the Public Contracts Regulations 2015 and **Provider Contracts** shall be construed accordingly.

Purpose: to deliver an aligned Skills and Business Support Programme across North and Mid Essex in order to deliver wider economic benefits with the aim to safeguard and grow businesses and jobs.

Service Provider: a provider under a Provider Contract.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this **Agreement** includes the Schedules.

- 1.4 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors and permitted assigns.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or a legislative.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this Agreement** or to **any other agreement or document referred to in this Agreement** is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.14 Where any statement is qualified by the expression **so far as a party is aware** or **to a party's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 Where there is a conflict between the terms and conditions of this Agreement, and a Project Schedule, the terms and conditions shall prevail.
- 1.17 Any reference to this Agreement terminating shall, where the context requires, include a reference to this Agreement terminating by expiry.

2. Commencement and duration

- 2.1 This Agreement shall commence on the Commencement Date and shall continue, (unless terminated earlier in accordance with this Agreement) until the final Provider Contract has expired or been terminated early, upon which this Agreement shall expire automatically without notice unless otherwise agreed by the parties.
- 2.2 The parties agree that where prior to the Commencement Date, ECC has had to commence the commissioning activities required by this Agreement in order to award the Provider Contracts in the desired timescales, any such activities shall be deemed to be within the scope of this Agreement.

3. Collaboration and co-operation

- 3.1 In consideration of the mutual promises set out in this Agreement for which the parties shall pay to each other, if demanded, one pound sterling, the parties are entering into these partnership arrangements under this Agreement under section 101 of the Local Government Act 1972 and shall co-operate and collaborate within the Purpose in relation to the Projects and Provider Contracts.
- 3.2 The parties shall co-operate together in all aspects of the Purpose, Projects and Provider Contracts to make the most efficient use of all resources and obtain the best outcomes.
- 3.3 The parties will, in relation to the Purpose, Projects and Provider Contracts:
- (a) co-operate with each other, keep each another informed, to liaise effectively and work together in good faith in such a way to achieve the purpose of this Agreement;
 - (b) be open with information about the performance and financial status of the Provider Contracts;
 - (c) provide early information and notice relating to relevant problems including changes to contract arrangements or changes in respect of the Provider Contracts;
 - (d) act and deal in good faith towards each other in respect of all matters the subject of this Agreement; and
 - (e) co-operate with each other in connection with any proceedings brought against ECC in connection with any of the Provider Contracts including providing any evidence or information requested by any party.
- 3.4 The parties agree that the NEEB shall be continue to be in place for the duration of the Provider Contracts.

4. Existing arrangements

- 4.1 Nothing in this Agreement shall restrict, prejudice or affect:
- (a) any party's right to continue to conduct its activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this Agreement;
 - (b) the rights and powers, duties and obligations of the parties in the exercise of their functions as public bodies or in any other capacity including (without limitation), the

liabilities of the parties to any third parties for the exercise of their respective functions and obligations.

4.2 However, as the parties will be working together in relation to Projects where each party may have access to information or Intellectual Property Rights of the other parties, each party acknowledges that the other parties will need to protect such information and Intellectual Property Rights in accordance with clause 11 and clause 14.

4.3 The partnership arrangements under this Agreement shall not infer or imply any obligation on ECC to continue to perform any obligations under this Agreement in the absence of sufficient Contributions to the Pooled Fund.

5. Projects and Pooled Fund

5.1 The Contributing Parties agree that ECC shall act as lead authority in relation to the Projects already agreed and set out in Schedule 1 at the date of this Agreement.

5.2 The parties acknowledge that service specifications for the Projects set out in Schedule 1 have been agreed by the parties prior to the Commencement Date and the parties have authorised ECC to commence the commissioning of such Projects in accordance with such specifications.

5.3 The parties shall agree any additional Projects in accordance with the processes followed by the NEEB and such additional Projects shall be subject to the terms of this Agreement where that parties agree that ECC will also act as lead authority in relation to such additional Projects.

5.4 Each Contributing Party confirms that:

- (a) the arrangements under this Agreement are compliant with the ARG scheme conditions and ECC shall have no liability for any claims or losses by any Contributing Party arising out of non-compliance with the ARG scheme conditions (other than where ECC has acted negligently);
- (b) each Project set out in Schedule 1 and the relevant applicable service specification is compliant with the ARG scheme conditions;
- (c) each Project and the relevant applicable service specification which is agreed by the parties after the Commencement Date will be compliant with the ARG scheme conditions;
- (d) it will at all times comply with law and be responsible for ensuring it has complied with its corporate governance and constitution (including any respective standing orders and standing financial instructions) in relation to entering into this Agreement and the arrangements under this Agreement.

5.5 The parties agree that subject to the Contributing Partners making the required Contributions under clause 6 of this Agreement:

- (a) ECC shall conduct the commissioning and procurement of the Projects in accordance with its procurement policies and procedures and the Public Contracts Regulations 2015;
- (b) ECC shall prepare and publish the tender documents and procedures for each Project and shall have sole discretion on the content of such documents and procedures provided that it is acting in accordance with the Purpose and the service specification for each Project;

- (c) the Contributing Parties shall participate in the evaluation panel for the bids for each Project provided that such participation is at all times compliant with the published tender documents and procedures and ECC's processes and procedures;
- (d) following evaluation, ECC shall make the final decision on the award of any Provider Contract following moderation of the scores with the evaluation panel and no Contributing Party shall be entitled to object to the identity of any proposed provider or any other matter relating to the award where the procurement of such Project has been carried out in accordance with the advertised tender documents and processes;
- (e) ECC shall be the only party who enters into the Provider Contracts with the relevant providers;
- (f) ECC shall make the required payments under such Provider Contracts;
- (g) ECC shall performance and contract manage such Provider Contracts in accordance with their terms with the aid of the resources of the programme manager appointed to assist with the Provider Contracts and the Contributing Parties shall not give any instructions to any Service Provider without the agreement of ECC;
- (h) ECC shall provide updates and reports (in an agreed format) to the Contributing Parties on the performance of the Providers under the Provider Contracts and the progress on the commissioning and procurement of any agreed Project which has not yet resulted in a Provider Contract. ECC shall not be required to incur additional expenses in providing reports or co-operating with any audit for the purposes of any reporting or audit required in relation to the use of the Contributions required by the ARG;
- (i) other than in accordance with Clause 6.7, the Contributing Parties shall not be entitled to reclaim any Contributions or offset or deduct any Contributions paid or agreed to be paid to ECC for the Pooled Fund against any obligation on the Contributing Parties to repay any amounts to the ARG scheme.

5.6 The parties shall agree any further Projects and specifications for such Projects in a timely fashion in order to enable ECC to commission such Projects in the required timescales. Each Contributing Party confirms that any future Projects approved by the NEEB will be compliant with the ARG scheme conditions imposed on it.

5.7 ECC shall have no liability to the Contributing Parties in the event that:

- (a) any procurement procedure does not result in an award of a Provider Contract due to reasons outside of ECC's control including the withdrawal or failure of a provider at any point prior to completion of a Provider Contract;
- (b) there is a delay in the award of Provider Contract due to insufficient Contributions from the Contributing Parties;
- (c) a Provider Contract cannot be awarded due to insufficient Contributions from the Contributing Parties;
- (d) any audit or other reconciliation of the ARG scheme determines that clawback is payable by any Contributing Party (other than where ECC has acted negligently);
- (e) any sums paid to a provider under a Provider Contract are not used for their intended purpose due to a default by the Provider including without limitation the fraud or insolvency of the provider;
- (f) ECC is unable to reclaim any sums paid in advance to a provider under a Provider Contract where such sums are not used for their intended purpose due to a default by the Provider including without limitation the fraud or insolvency of the provider.

- 5.8 Unless terminated earlier in accordance with this Agreement, each Project and relevant applicable Provider Contract remains valid during the applicable Project Period.
- 5.9 Each Contributing Party shall in relation to each Project and relevant applicable Provider Contract:
- (a) perform its obligations as required including the conditions imposed on it in relation to the ARG scheme which includes the following requirements:
 - (i) ARG funding must provide direct support to businesses;
 - (ii) ARG funding must not be used as a wage support mechanism, for capital projects that do not provide direct business support or to fund projects whereby local authorities are the recipients;
 - (iii) ARG funding must not be used for administrative, marketing, contract management or project management costs;
 - (b) use reasonable care and skill in performing such obligations;
 - (c) comply with good industry practice;
 - (d) comply with all laws applicable to it;
 - (e) obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations.
- 5.10 Each party shall ensure that it uses employees, contractors or agents in performing its obligations under a Project who are suitably qualified and experienced.

6. Contributions

- 6.1 Each Contributing Party shall during the term of this Agreement contribute the maximum amount set out below against its name to the Pooled Fund in accordance with this clause 6, subject to any Contributing Party agreeing any additional contributions in accordance with this Agreement:

Contributing Party	Maximum contribution
Braintree District Council -	£305,000
Chelmsford City Council -	£389,000
Colchester Borough Council -	£357,000
Maldon District Council -	£130,000
Tendring District Council -	£293,000
Uttlesford District Council	£183,000
	£1,657,000

- 6.2 Once the value of any proposed Provider Contract is known, the Contributing Parties shall agree their respective Contributions relating to such Provider Contract. Each Contributing Party shall pay to ECC such agreed Contributions within [10 days] of such agreement. The Contributing Parties acknowledge and agree:
- (a) that ECC shall not be required to enter into any Provider Contract until there are sufficient funds in the Pooled Fund for the relevant Provider Contract;

- (b) that where any Contributing Party is unwilling or unable to agree its Contributions or does not pay any agreed Contribution, ECC shall not enter into any affected Provider Contract unless the remaining Contributing Parties agree any additional Contributions and pays such sums to ECC;
 - (c) where any Contributing Party has not contributed to any Provider Contract, it shall not be entitled to any of the services under such Provider Contract;
 - (d) that where the Contributing Parties agree to extend any Provider Contract, ECC shall not be required to extend any such Provider Contract until there are sufficient funds in the Pooled Fund for the relevant Provider Contract .

- 6.3 The Pooled Fund will be ring-fenced for ECC to pay invoices submitted by the providers under the Provider Contracts (excludes VAT which is recoverable) and any other costs agreed by the parties under this Agreement.

- 6.4 ECC shall be responsible for managing the Pooled Fund on behalf of the Contributing Parties, establishing the financial and administrative support necessary to enable the effective and efficient management of the Pooled Fund and carrying out all required accounting and auditing formalities. All internal auditors and all other persons authorised by the parties will be given the right of access by them to any document, information or explanation they require from any employee of the parties in order to carry out their duties under this Agreement. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

- 6.5 ECC shall ensure that the Provider Contracts are funded from the Pooled Fund and shall keep the Contributing Parties informed as to any spend from the Pooled Fund at such intervals as are appropriate given the short-term nature of the Provider Contracts.

- 6.6 ECC shall use all reasonable endeavours to ensure that there is no overspend or underspend of the Pooled Fund provided that where:
 - (a) there is an overspend which has been legitimately incurred including any agreed variations for additional services or additional unforeseen liabilities under any Provider Contract, the Contributing Parties shall pay to ECC such further amounts as agreed; and
 - (b) there is an underspend at any time in the Pooled Fund, ECC shall assess any future likely spend under the Provider Contracts and no sums shall be returned to the Contributing Parties until the reconciliation exercise undertaken under clause 6.7 below.

- 6.7 ECC shall not be required to align any spend from the Pooled Fund to any individual Contributing Party. Where by 30 November 2021, all the parties agree that any remaining funds in the Pooled Fund are not committed or unlikely to be committed to Provider Contracts, ECC shall pay such remaining funds to the Contributing Parties by 31 December 2021, in such amounts to be agreed by the parties provided that where the Contributing Parties are unable to agree or unable to agree in a timely fashion, ECC shall be entitled to make that determination and pay such sums back to the Contributing Parties within a reasonable time period of such determination.

7. Information flow and Project management

7.1 To enable the parties to maximise the benefits of their collaboration, each party shall:

- (a) engage the other parties in planning discussions in relation to the Purpose from time to time including at the NEEB;
- (b) keep the other parties informed about its own progress in relation to each Project and Provider Contract; and
- (c) facilitate regular discussions between appropriate members of its personnel and those of the other parties in relation to each Project and Provider Contract, including in relation to:
 - (i) performance and issues of concern in relation to each Project and Provider Contract;
 - (ii) new developments and resource requirements;
 - (iii) compliance with deadlines; and
 - (iv) such other matters as may be agreed between the parties from time to time.

7.2 Each party shall:

- (a) supply to the other parties information and assistance reasonably requested by it relating to a Project and Provider Contract as is necessary to enable the other parties to perform their own obligations in relation to the Project and Provider Contract; and
- (b) review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to a Project and Provider Contract (if any), as soon as reasonably practicable at the request of the other parties, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.

8. Charges

8.1 Except as provided for in clause 8.2, each party shall:

- (a) not be entitled to charge the other parties for the provision of anything it provides in connection with each Project, Provider Contract and this Agreement; and
- (b) be otherwise responsible for its own costs incurred in connection with each Project, and Provider Contract and this Agreement.

8.2 Where:

- (a) the parties agree that any parties are responsible for any amounts in addition to any Contribution, such parties shall pay the relevant parties such amounts as agreed; and
- (b) any amounts are payable under the terms of this Agreement (other than the Contributions and agreed top-ups in relation to any overspend or additional Contributions referred to in clause 6), the relevant parties shall pay such amounts as required to the relevant other parties.

9. Provider Contracts

9.1 Unless otherwise provided, the charges under a Provider Contract are exclusive of VAT which shall be included in invoices and payable by ECC, if applicable, in addition to the charges.

- 9.2 If a party fails to make a Contribution under this Agreement by the due date, then ECC shall be entitled to as applicable:
- (a) refuse to enter into any Provider Contract; or
 - (b) terminate a Provider Contract in accordance with its terms;
 - (c) refuse to extend a Provider Contract;
 - (d) refuse to vary a Provider Contract,
- until such time as the defaulting parties make the relevant Contributions and ECC shall not be liable for any resulting delay or failure to achieve any outcomes under such Provider Contract due to having to take any such actions.
- 9.3 Where ECC incurs any loss in relation to any Provider Contracts arising from any claims from a Service Provider and/or any third party, the Contributing Parties shall indemnify ECC against any such losses other than where such losses are due to ECC's default or breach of a Provider Contract.
- 9.4 ECC shall not be liable for any losses of any Contributing Party where such party is required to repay any part of its ARG funding which has been committed to the Provider Contracts unless ECC has used such funds other than for payment of the providers under the Provider Contracts.

10. Set-off

All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Confidentiality

- 11.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to another party and that party's Representatives whether before or after the date of this Agreement in connection with the Purpose or any Project or Provider Contract, including information which:
- (a) relates to the existence and terms of this Agreement or any agreement entered into in connection with the Purpose or a Project;
 - (b) would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
 - (c) is developed by the parties in the course of carrying out this Agreement or any Project or Provider Contract; and
 - (d) is specified as confidential in any Project.
- 11.2 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or

- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

- 11.3 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement in relation to the Purpose and any Project or Provider Contract (**Permitted Purpose**); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

- 11.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

- 11.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 11.6 A party may, provided that it has reasonable grounds to believe that another party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

- 11.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.

- 11.8 On termination of this Agreement, unless such things are needed by it to perform its obligations under a Project or Provider Contract (and only until the end of such time), each party shall:
- (a) return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data

storage services provided by third parties (to the extent technically practicable or permitted by law); and

- (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

11.9 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

11.10 The provisions of this clause 11 shall continue to apply after termination of this Agreement in accordance with clause 23.

12. Announcements

12.1 Subject to clause 12.2, no party shall make, or permit any person to make, any public announcement, communication or circular (**announcement**) concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed). The parties shall consult together on the timing, contents and manner of release of any announcement.

12.2 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other party. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

13. Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other parties to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

14. Intellectual property

14.1 This Agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party pursuant to a Project shall be owned by that party (**Created IPR**).

- 14.2 Each party grants to the other parties a non-exclusive, personal, royalty-free licence during the applicable Project Period to use its Created IPR in relation to a Project to the extent necessary for the other party to carry out its obligations in relation to that Project.
- 14.3 At the end of the applicable Project Period, a party licensed to use Created IPR under clause 14.2 shall cease to use that Created IPR and shall return any physical embodiment of the Created IPR (including any copies) in its possession or control to the other party.
- 14.4 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights (including Created IPR) used in connection with a Project of which it becomes aware.

15. Employees and non-solicitation

- 15.1 Each party agrees that it shall not, without the prior written consent of the relevant other party, at any time from the Commencement Date to the expiry of 12 months after the expiry or termination of this Agreement, solicit or entice away from that party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of that party in relation to a Project.

16. Anti-bribery

- 16.1 Each party shall in relation to this Agreement and each Project and Provider Contract:
- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - (b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
 - (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;
 - (d) Each party shall provide such supporting evidence of compliance as another party may reasonably request.
- 16.2 Each party shall ensure that any person associated with it who is performing obligations in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this clause 16 (**Relevant Terms**). Such party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other parties for any breach by such persons of any of the Relevant Terms.
- 16.3 Breach of this clause 16 shall be deemed a material breach under clause 21.3 and clause 22.2.
- 16.4 For the purposes of this clause 16, a person associated with a party includes but is not limited to any contractor, subcontractor, agent or consultant of that party.

17. Warranties

17.1 Each party warrants that:

- (a) it has full power and authority to carry out the actions contemplated under this Agreement; and
- (b) its entry into and performance under the terms of this Agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and
- (c) subject to clause 11.9, so far as it is aware, all information, data and materials provided by it under this Agreement will be accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party;

17.2 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

18. Indemnity

18.1 Liability and obligation under this Agreement is several, not joint and no party shall have any liability or obligation arising out of a breach of this Agreement by another party of its representations, warranties and covenants hereunder.

18.2 Subject to the other provisions in this clause 18, if any party(ies) (**First Party**) incurs a loss arising out of or in connection with this Agreement or any Project or Provider Contract as a consequence of any act or omission of any other party(ies) (**Other Party**) which constitutes negligence, fraud or a breach of contract in relation to this Agreement then the Other Party shall be liable to the First Party for that loss and shall indemnify the First Party accordingly.

18.3 Clause 18.2 shall only apply to the extent that the acts or omissions of the Other Party contributed to the relevant loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Party acting in accordance with the instructions or requests of the First Party.

18.4 If any third party including a Service Provider makes a claim or intimates an intention to make a claim against any party, which may reasonably be considered as likely to give rise to liability under this Clause 18 the party(ies) that may claim against the other indemnifying party(ies) will:

- (a) as soon as reasonably practicable give written notice of that matter to the other parties specifying in reasonable detail the nature of the relevant claim;
- (b) not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the other partners (such consent not to be unreasonably conditioned, withheld or delayed); and
- (c) give the other parties and their professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its

power or control so as to enable the indemnifying party and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.

- 18.5 The parties shall at all times take all reasonable steps to minimise and mitigate any loss for which a party(ies) is entitled to bring a claim against the other parties pursuant to this Agreement.
- 18.6 This indemnity shall not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.
- 18.7 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

19. Insurance

During the term of this Agreement and for a period of 12 months thereafter, each party shall, so far as is possible at reasonable cost and allowable by law or guidance, effect and maintain appropriate insurance (or equivalent) arrangements in respect of all potential liabilities arising from the arrangements under this Agreement.

20. Limitation and exclusion of liability

- 20.1 Nothing in this Agreement shall limit or exclude a party's liability:
- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - (b) for fraud or fraudulent misrepresentation;
 - (c) for breach of any obligation as to title or quiet possession implied by statute; or
 - (d) for any other act, omission, or liability which may not be limited or excluded by law;
 - (e) under the indemnity in clause 18.
- 20.2 Subject to clause 20.1, no party shall have any liability to another party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Agreement.
- 20.3 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 20 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted in accordance with clause 28.

21. Termination of a Provider Contract

- 21.1 The grounds and procedures for terminating a Provider Contract shall be as specified within the Provider Contract terms and conditions.

- 21.2 Where the parties agree to terminate a Provider Contract, any costs, payments or losses arising from such termination shall be payable by the Contributing Parties unless such termination is due to a material breach of ECC. Where a Service Provider terminates a Provider Contract, any costs, payments or losses arising from such termination shall be payable by the Contributing Parties unless such termination is due to a material breach of ECC.
- 21.3 For the purposes of this clause, **material breach** in **Error! Bookmark not defined.Error! Reference source not found.** in relation to a Provider Contract means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Contributing Parties would otherwise derive from a substantial portion of a Provider Contract.
- 21.4 Termination of a Provider Contract in accordance with this clause shall have the effect that:
- (a) the terminated Provider Contract shall be severed from this Agreement, which shall otherwise remain in full force and effect; and
 - (b) the provisions of clause 23 shall otherwise apply (*mutatis mutandis*) in relation to the Provider Contract.

22. Termination of Agreement

- 22.1 Without prejudice to any other rights under this Agreement, subject to clause 22.2, where:
- (a) any party(ies) (the **Breaching Party**) commits a material breach of any of its obligations under this Agreement which is not capable of remedy; or
 - (b) any party(ies) (the **Breaching Party**) commits a material breach of any of its obligations under this Agreement which is capable of remedy but has not been remedied within 10 days of receipt of written notice from ECC,
- any party may refer the matter to the NEEB which shall decide whether or not the Breaching Partner should continue to be a party to this Agreement and any resulting payments by the Contributing Parties required to ensure that there are sufficient funds in the Pooled Fund. For the avoidance of doubt:
- (i) the Breaching Partner shall not be entitled to vote on this decision but will be entitled to make representations to the NEEB as part of their discussions; and
 - (ii) the Breaching Party shall indemnify ECC for any losses including those arising under a Provider Contract arising from the material breach of the Breaching Party.
- 22.2 For the purposes of **Error! Bookmark not defined.Error! Reference source not found.**, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this Agreement; or whether the Breaching Partner fails to make any payment required under this Agreement.
- 22.3 The parties shall not be permitted to terminate this Agreement unless:
- (a) all the Provider Contracts have expired or been terminated; or
 - (b) the parties all agree the termination of any remaining Provider Contracts and pay ECC any additional Contributions if necessary in order to be able to terminate such Provider Contracts.

23. Consequences of termination

23.1 On termination of this Agreement, the following clauses shall continue in force:

- (a) clause 1 (Interpretation);
- (b) clause 6 (Contributions)
- (c) clause 9 (Provider Contracts);
- (d) clause 10 (Set-off);
- (e) clause 11 (Confidentiality);
- (f) clause 13 (Data protection);
- (g) clause 14 (Intellectual property);
- (h) clause 15 (Employees and non-solicitation);
- (i) clause 17.1(b) and clause 17.2 (Warranties);
- (j) clause 18 (Indemnity);
- (k) clause 19 (Insurance);
- (l) clause 20 (Limitation and exclusion of liability);
- (m) clause 21.4 (Termination of a Provider Contract);
- (n) clause 23 (Consequences of termination);
- (o) clause 24 (Force majeure);
- (p) clause 27 (Notices);
- (q) clause 28 (Severance);
- (r) clause 29 (No partnership or agency);
- (s) clause 30 (Rights and remedies);
- (t) clause 31 (Inadequacy of damages);
- (u) clause 32 (Waiver);
- (v) clause 34 (Third party rights);
- (w) clause 37 (Entire agreement);
- (x) clause 38 (Mediation);
- (y) clause 39 (Governing law); and
- (z) clause 40 (Jurisdiction).

23.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

23.3 On termination of this Agreement, unless such things are needed by it to perform its obligations or to comply with law or guidance, each party shall, and shall use all reasonable endeavours to procure that its Representatives shall, as soon as reasonably practicable:

- (a) return or destroy (as directed in writing by the relevant party) any documents, handbooks, or other information or data provided to it by the other party for the purposes of this Agreement; and
- (b) return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, that party shall be solely responsible for their safe-keeping.

24. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events,

circumstances or causes beyond its reasonable control. In such circumstances [the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 20 days' written notice to the other parties provided that the parties have agreed the termination of any Provider Contracts first and such Provider Contracts have been terminated and clause 21.2 shall apply in such circumstances.

25. Assignment and other dealings

25.1 The parties acknowledge that none of them shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other parties.

26. Variation

26.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

27. Notices

27.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address or email address as otherwise notified in writing to other parties.

27.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next working day delivery service providing proof of delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Email	at the time of transmission if made before 5.00pm on a Business Day and a hard copy of such notice is also sent by pre-paid first class post or other next working day delivery service on the same day as that on which the electronic mail is sent

27.3 For the purpose of clause 27.2 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

27.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. Severance

- 28.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 28.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. No partnership or agency

- 29.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party except as set out in the Provider Contracts.
- 29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

31. Inadequacy of damages

Without prejudice to any other rights or remedies that a party (**first party**) may have, the other party (**other party**) acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other party. Accordingly, the first party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

32. Waiver

- 32.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 32.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

33. Counterparts

- 33.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 33.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email in PDF (or other agreed) format shall take effect as delivery of an executed counterpart of this Agreement. Where this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall send to ECC the original of such counterpart as soon as reasonably possible thereafter.
- 33.3 No counterpart shall be effective until each party has executed at least one counterpart.

34. Third party rights

- 34.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 34.2 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 34.3 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

35. Further assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

36. Costs

Subject to clause 8, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

37. Entire agreement

- 37.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 37.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

38. Mediation

- 38.1 If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.
- 38.2 The mediation will start not later than 20 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

39. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

40. Jurisdiction

Each party irrevocably agrees that, subject to clause 38, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been entered into and takes effect on the date stated at the beginning of it.

Executed for and on behalf of
ESSEX COUNTY COUNCIL by:



Authorised Signatory
Name: Steve Evison
(Director of Sustainable Growth)
Date: 28/07/21

Executed for and on behalf of
BRAINTREE DISTRICT COUNCIL by:

Authorised Signatory
Name:
Date:

Executed for and on behalf of
CHELMSFORD CITY COUNCIL by:

Authorised Signatory
Name:
Date:

Executed for and on behalf of
COLCHESTER BOROUGH COUNCIL by:

Authorised Signatory
Name:
Date:

Executed for and on behalf of
MALDON DISTRICT COUNCIL by:

Authorised Signatory
Name:
Date:

Executed for and on behalf of
TENDRING DISTRICT COUNCIL by:

Authorised Signatory
Name:
Date:

Executed for and on behalf of
UTTLESFORD DISTRICT COUNCIL by:

Authorised Signatory
Name:
Date:

Schedule 1 Projects

1. Projects agreed by the parties at the date of this Agreement to be procured by ECC as lead authority in accordance with ECC's procurement policies and procedures and the Public Contracts Regulations 2015:

	Project	Maximum duration (months) subject to confirmation by the Government	Maximum value (£) subject to confirmation prior to award of any resulting Provider Contract
1.1.	Business navigational support - procurement of a specialist organisation to deliver free business navigational support across North and Mid Essex to assist businesses to find appropriate business support from existing providers and from the schemes outlined below.	12	150,000
1.2.	Pre-start and start-up business support - procurement of a specialist organisation to deliver fully funded advice and support to individuals who have ambitions to start a business and to start-up businesses in their first 12 months of trading.	12	150,000
1.3.	Specialist importing and exporting advice - procurement of a specialist organisation to deliver fully funded importing and exporting advice across North and Mid Essex.	12	150,000
1.4.	Financial and debt management support - procurement of a specialist organisation to deliver free financial and debt management support across North and Mid Essex.	12	150,000
1.5.	Business digitising and e-commerce support - procurement of a specialist organisation to deliver free business digital and e-commerce support across North and Mid Essex.	12	150,000

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Councillor Stephenson,
5 Marion Avenue
Clacton-on-Sea
Essex
CO15 4EY

28th September 2020

Dear Councillor Stephenson

Delegated Power Ref: (*Insert reference from Part 3 of the Constitution*)
Cabinet – No.6 (Part 3.31); and
Business & Economic Growth Portfolio Holder – Part 3.36 and Part 3.39 (Nos.
2 & 3).

Request for Consent to use ‘General Exception’ Procedure

The Cabinet propose to make the following key decision that is in the
Council’s Forward Plan:-

Approval to enter into a Collaboration and Funding Agreement with the local
authority partners that together comprise the North Essex Economic Board,
and to allocate 10% of the district’s ARG funding in support of the Board’s
COVID-19 recovery interventions.

To give authority to Cllr. Mary Newton, Portfolio Holder for Business &
Economic Growth and Cllr. Giancarlo Guglielmi, Deputy Leader, Portfolio
Holders for Corporate Finance and Governance to agree future projects
agreed by the NEEB that fall within this 10% of the district’s ARG funding.

I enclose a report from Barbara Pole, Economic Growth and Enterprise
Manager in relation to this matter for your assistance.

This decision can not be reasonably deferred to allow the Council to give at
least 28 clear days notice of the decision for the following reasons:

The funding is required to finance six 'quick win' projects in partnership with other local authorities and Essex County Council under the banner of the North Essex Economic Board (NEEB).

By pooling resources the partners are able to implement a range of sub-regional project interventions that together will have a positive impact on the economic recovery of North Essex. Interventions will also focus on the delivery of skills necessary to support businesses and to get residents of working age back into employment.

One of the six project (Click it Local) has already been implemented and Essex County Council have already gone out to tender for the Business Support aspect of the projects. Therefore, agreement to fund these initiatives is required as a matter of urgency.

Further to this the availability of ARG is limited and failure to allocate the funding by the end of the financial year will require the money to be returned to Government.

The Cabinet therefore propose to take the decision using the 'General Urgency' procedure in Rule 14 of the Access to Information Procedure Rules in Part 5 of the Council's Constitution. I would be grateful if you would send the attached Consent Form back to me indicating whether you agree with this course of action.

Yours sincerely

Lee Heley

Lee Heley, Interim Corporate Director, Projects Delivery

Dear Lee

Delegated Power Ref:

Cabinet – No.6 (Part 3.31); and
Business & Economic Growth Portfolio Holder – Part 3.36 and Part 3.39 (Nos. 2 & 3).

Request for Consent to use ‘General Exception’ Procedure

I refer to the letter from you concerning exercising the above delegated power in relation to the approval to enter into a Collaboration and Funding Agreement with the local authority partners that together comprise the North Essex Economic Board, and to allocate 10% of the district’s ARG funding in support of the Board’s COVID-19 recovery interventions.

In view of the urgency of this decision, I note that you propose to use the General Exception procedure contained in Rule 14 of the Access to Information Procedure rules in Part 5 of the Council’s Constitution.

I agree / do not agree* that the ‘General Exception’ procedure should be followed in this case.

.....
(*Insert name of Councillor*)
Chairman of the relevant overview and scrutiny committee

Dated

* Please delete as appropriate.

Additional comments (if any)

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Dear Lee

Delegated Power Ref:

Cabinet – No.6 (Part 3.31); and
Business & Economic Growth Portfolio Holder – Part 3.36 and Part 3.39 (Nos. 2 & 3).

Request for Consent to use 'General Exception' Procedure

I refer to the letter from you concerning exercising the above delegated power in relation to the approval to enter into a Collaboration and Funding Agreement with the local authority partners that together comprise the North Essex Economic Board, and to allocate 10% of the district's ARG funding in support of the Board's COVID-19 recovery interventions.

In view of the urgency of this decision, I note that you propose to use the General Exception procedure contained in Rule 14 of the Access to Information Procedure rules in Part 5 of the Council's Constitution.

I agree / ~~do not agree~~* that the 'General Exception' procedure should be followed in this case.

 Cllr MARK STEPHENSON

.....
(Insert name of Councillor)

Chairman of the relevant overview and scrutiny committee

Dated 29th September 2021

* Please delete as appropriate.

Additional comments (if any)

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CABINET

8 OCTOBER 2021

REFERENCE REPORT FROM THE RESOURCES AND SERVICES OVERVIEW & SCRUTINY COMMITTEE

A.6 SCRUTINY OF THE USE OF SECTION 106 MONIES

(Report prepared by Keith Durran)

BACKGROUND

At its meeting held on 15 July 2021 (Minute 14 refers) the Resources and Services Overview & Scrutiny Committee ("the Committee") scrutinised the use of Section 106 monies.

It was reported to Members that Section 106 (S106) Agreements were legal agreements under Section 106 of the Town and Country Planning Act 1990 between Local Authorities and developers; linked to planning permissions and could also be known as planning obligations. Section 106 agreements were drafted when it was considered that a development would have significant impact on the local area that could not be moderated by means of conditions attached to a planning decision.

RESOURCES AND SERVICES OVERVIEW & SCRUTINY COMMITTEE'S RECOMMENDATIONS TO CABINET

After a detailed discussion the Committee had **RECOMMENDED** to Cabinet that it:

1. To the extent that it is not happening at present, details of the proposed schemes using S106 funds in a particular ward be advised as a routine to the local Ward Councillor(s) and consideration be given to the views expressed by the Ward Councillor(s) on the proposed scheme before and decisions are taken to implement the scheme.
2. That, for those parts of the District that are parished, the relevant Town or Parish Council be advised about S106 funds that had been secured and whether they could bid for schemes to be funded or identify schemes for officers to consider.
3. That, for those parts of the District that are un-parished, the locality descriptor should be the relevant District Ward rather than 'Clacton' so as to improve the understanding of the figures shown for that area.
4. That an annual statement be made on the amounts of monies received in S106 funds, the total sum held by the Council in S106 funds and the sums spent on schemes in that year against the common obligations of:
 - Public open space
 - Affordable Housing
 - Education
 - Highways
 - Town centre Improvements
 - Health

5. To note the commitment if the Council's Assistant Director for Finance and IT that the S106 spreadsheet publicly available on the Council's website would be amended to include commitments so that the sums shown are clear and complete.

PORTFOLIO HOLDER COMMENT(S) AND RECOMMENDATION(S) TO CABINET

Portfolio Holder's Comment(s)

The Portfolio Holder's comments will be circulated in due course either prior to the Cabinet or at the Cabinet meeting itself.

Recommendation(s) to Cabinet

That the recommendations made by the Resources and Services Overview & Scrutiny Committee be noted and that the response(s) of the Portfolio Holder thereto be endorsed.

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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