

# Planning Performance Agreement

In respect of  
Tendring Colchester Borders Garden Community

## 1.0 Parties

1.1 This Planning Performance Agreement (PPA) (“the Agreement”) is made on 16<sup>th</sup> August **2023** between the following Parties:

a) Colchester City Council, Tendring District Council, and Essex County Council (collectively referred to as “the Councils”)

And

b) Latimer (Tendring Colchester Borders Garden Community) Developments Limited (part of Clarion Group) (collectively referred to as “the Developer”)

1.2 For the purpose of invoicing the costs of the PPA the Invoicing party from the Councils will be Colchester City Council and Invoices to the Developers will be made out to “Latimer (Tendring Colchester Borders Garden Community) Developments Limited” and quote the provided Purchase Order No (“PO”) by the Developer.

## 2.0 Introduction

2.1 The Agreement provides a framework which brings together parties to agree how a development proposal for the Garden Community will be taken forward through the planning process. It is a project management tool, which local planning authorities and applicants can use to agree timescales, actions and resources for handling such planning matters. This is a voluntarily agreement between a future applicant and the Councils.

2.2 The purpose of the Agreement is to deliver high quality sustainable development that is based on a clear vision and development objectives. Planning Performance Agreements provide a structured way for giving advice

to applicants before applications are made, considering the relationship to developing planning policy and processing planning applications, to an agreed project plan and work programme. They provide a framework for the involvement of relevant partner organisations and community and councillor consultation. More information is provided on the Government's Planning Practice Guidance webpages (paragraphs 006, and 016 to 026).

- 2.3 Importantly, no PPA will fetter the Councils in exercising their statutory duties as local planning authorities. It will not prejudice the outcome of planning (and related) application(s) or the impartiality of the Councils. It is important that there is no perception that because an applicant has entered a PPA that the likely recommendation for that proposal will be that it is granted.
- 2.4 To be effective PPAs should be considered and introduced at the early stage of seeking planning advice from the Councils. PPAs do not guarantee a planning permission. The aim is to encourage joint working in a more efficient, and transparent manner.
- 2.5 This Agreement relates to the Tendring Colchester Borders Garden Community ("the Site") as identified in the adopted shared Section 1 Local Plan and the Submission Version DPD for a Garden Community of circa 7,500 new homes and other uses ("the Development").
- 2.6 Colchester City Council and Tendring District Council are the Local planning authorities and Essex County Council is the County planning authority for the area in which the Site is located.
- 2.7 The Councils are preparing a DPD to guide development of the Site. This will establish the overarching, comprehensive spatial vision for the Site and provide the framework for the consideration of future planning application/s. The DPD will be independently examined by the Secretary of State's appointed Planning Inspectorate and need to be adopted by the local planning authorities before any planning application/s for development on the Site can be determined.

- 2.8 The Developers intend to submit a Hybrid planning application for Planning Permission (“the Application”) for the Development. This Agreement will support the pre-application, submission and determination stages of the Application.
- 2.9 Given the significance and complexity of the proposals and the range of issues involved it is acknowledged by both the Councils and the Developers that the Development will require close coordination throughout the pre-application stages and in advance of the submission of the Application. This Agreement is to ensure that the Parties act in co-operation, in a timely fashion, and as expeditiously as practicable, having regard to the timescales as set out on this Agreement and in compliance with relevant statutory procedures.
- 2.10 The Developers and the Councils agree to enter into this Agreement for the following purposes:
- To establish liaison between the Councils and Developers relating to the progression of the DPD through to adoption.
  - To establish a series of pre-application meetings between the Councils and Developers, prior to the submission of the planning application.
  - To agree the process prior to submission of the planning application, including Environmental Impact Assessment (EIA) scoping, identification of key issues, identification of key persons for both parties, the nature and scope of community consultation pre-submission (see Schedule 5), section 106 requirements and the documents and fee to be submitted with the subsequent planning application.
  - To agree general performance standards and key dates once the application and/or pre-application enquiry has been submitted, including validation, formal consultation, update meetings, projected Planning Committee date and period for referral (if required).
  - To agree the period for completion of section 106 formalities (if required), final date for Decision Notice to be issued.
  - To agree to the resource requirements of the Councils and the funding of those requirements by the Developers to serve required meetings, review

of pre-application documentation and giving of advice where required.

### **3.1 Definitions**

“Agreement” means this Planning Performance Agreement between the Councils and the Developers.

“Application/s” means the submission of a planning application or multiple application/s under the relevant legislation.

“Commencement Date” means the date of this Agreement.

“Development” means the development proposed by the Developers on the Site.

“External Consultant” means specialist consultants appointed to support the Councils in delivering its Services.

“Parties” means the Councils and the Developers.

“Project” means the development as to be progressed as part of this Agreement;

“Project Lead” means the main project managers within respective organisations.

“Project Champion” means the senior decision makers within respective organisations.

“Project Teams” means those individuals forming the project team for each of the Parties as outlined in Schedule 4 of this Agreement.

“Services” means services to be provided by the Councils outlined in Schedule 3 of this Agreement.

“Technical Pot” means a sum of agreed fee to cover the employment of External Consultant(s), as may be required, to provide specialist knowledge which cannot be provided in-house by the Councils in relation to the Services.

“the Site” means the Tendring Colchester Borders Garden Community (Area of Search) outlined on the plan attached at Appendix 1 of this Agreement.

“Unforeseen Circumstances” excludes the intentional failure to appropriately resource (from either side) the requirements of the PPA.

“Working Days” means a day which is not a Saturday, Sunday or a Bank Holiday in England.

#### **4.0 Statutory Authority**

4.1 This Agreement is made pursuant to Section 93 of the Local Government Act 2003, Section 111 of the Local Government Act 1972 and Sections 1 and 2 of the Localism Act 2011.

#### **5.0 Term**

5.1 This Agreement will apply from the Commencement Date and shall remain in force until such time as the Planning Application is determined, approximately 22 months, the period from June 2023 to March 2025 (assumed date of resolution at the relevant Committee), through to issue of a decision notice and engrossment of Section 106 agreement.

#### **6.0 Services and Obligations**

6.1 The Developers and Councils will use all reasonable endeavours to adhere to the terms and timelines for the Services set out in this Agreement in accordance with the Council's service standards contained in **Schedule 1** and the Developers obligations in **Schedule 2**.

#### **7.0 Joint Working and Project Team**

7.1 All Parties shall act with the utmost fairness and in good faith in respect of all matters towards each other in the delivery of the Services, and where possible to work jointly with each other in complying with their respective obligations under this Agreement.

7.2 All Parties shall address expeditiously all requests for clarification and/or further information made by the other (as the case may be).

7.3 Both Parties undertake to meet and/or discuss matters by telephone and/or e-mail in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute and use their reasonable endeavours to adhere to the timetable for the Project.

- 7.4 Both parties agree to the indicative Project Timetable as attached at **Schedule 5** and schedule of meetings is attached at **Schedule 6**.
- 7.5 Both Parties will keep the timetable and schedule under review, and agree any amendments, as necessary, in accordance with this Agreement to take into account any unforeseen matters that may arise.
- 7.6 Each Party is responsible for identifying their respective Project Team of representatives in relation to contributing to the Objectives of this Agreement and the actions and agreements set out within it. These should include allocated Project Leads and Project Champions from each Party and a broader Project Team where appropriate and should set out clearly the responsibilities of each individual and the means of contacting those representatives.
- 7.7 Each Party is also responsible for identifying a single Project Lead. The Project Teams, Project Leads and Project Champions are as annexed to this Agreement at **Schedule 4**.
- 7.8 The Parties agree to use best endeavours to identify and make available individuals in the roles that are set out in this Agreement and to maintain their respective Project Team lists as up to date and promptly inform Project Champions for each Party of any changes.
- 8.0 Developer's Obligations on Funding and Resource**
- 8.1 The Developer agrees to pay to the Council for the Services the amount of **£403,000** plus VAT, which shall include a £50,000 "Technical Pot".
- 8.2 This shall be paid in instalments on completion of the following key milestones:
- £100,000 & £50,000 Technical Pot on signing the PPA
  - £100,000 on Planning Application submission (*anticipated June 2024*)
  - £100,000 on Committee Resolution
  - £53,000 on issue of the Planning Permission

- 8.3 This fee includes all Officer time from commencement of the PPA to issue of the Planning Permission.
- 8.4 The Developer agrees to pay the following noted additional costs as and when required.
- the planning application fee(s)
  - the application fee for the Design Review Panel(s)
  - independent review of the EIA post submission
  - an independent viability review (if necessary)
  - the Councils legal fees
  - transport modelling work (if necessary)
  - any other technical requirements should these arise and where there is agreement between the Councils and Developers on the scope, fee, terms and conditions of any additional necessary work (as per the approach at Clause 8.9)
- 8.5 The employment of External Consultant(s), as may be required, to provide specialist knowledge which cannot be provided in-house by the Councils in relation to the Services. Where this is anticipated at the date of the Agreement, they are set out in Schedule 3 and the fee for this input is covered by the £50,000 “Technical Pot”.
- 8.6 The Councils will obtain the developer's prior written agreement for any necessary external consultant support to be commissioned that would be funded from the Technical Pot. Where it is anticipated that the potential fees for any single task is considered to be substantive in nature (circa £5,000 or higher), the Councils will be required to share the scope, fee and terms and conditions from the external consultant with the developer for the related works. Following appointment, the External Consultant will be required to itemise tasks on invoices and a copy of invoices will be shared with the Developer.
- 8.7 A review of the “Technical Pot” shall take place at the end of 2023 and at Planning Application submission.

- 8.8 Upon determination of the Planning Application the Councils will no longer be bound by the service standards in this Agreement unless an extension to this Agreement is agreed.
- 8.9 In the event that the Developer withdraw or otherwise abandon the Development for the Site, the Developer shall give 20 Working days notice of such withdrawal and shall pay all amounts due to the Councils up to the date 28 days after the expiry of the notice.
- 8.10 Should the Councils need to employ or expand the activity of an already appointed External Consultant to deliver any wider activities beyond the Services set out in Schedule 3 of this Agreement and where the Councils intend for such activities to be paid for by the Developer, the Councils will obtain the Developer's prior written agreement for the scope, fee and terms and conditions proposal from the External Consultant for the related works.
- 8.11 The Developer shall pay the Council's fees pursuant to Clause 8.1 above within 30 Working Days of receipt of a valid VAT invoice or invoices from the Council.

## **9.0 Breach and Termination**

- 9.1 If any Party commits any breach of its obligations under this Agreement and does not remedy the breach within 10 Working Days of written notice from the other Party to do so, then that Party may notify the Party in breach that it wishes to terminate this Agreement. The Agreement shall be terminated immediately upon receipt of written notice to the address stated in Clause 1 of this Agreement and marked for the attention of the Project Champion for the Councils and for the Developer.
- 9.2 The Party that wishes to terminate the Agreement will provide its reasons at the same time as serving the notice pursuant to Clause 9.1 above on the other Party.
- 9.3 No damages or debt can be claimed by either Party for any breach of this



Agreement, whether or not leading to termination, other than:

- a) The fees due to the Councils under Clause 8, or to be notified within 28 days after the notification, or
- b) Any overpaid fees due to the Developer about which the Developer has notified the Councils prior to the breach.

9.4 The termination of involvement in this Agreement will not prejudice the Parties from entering into any new agreement covering terms similar to or in replacement of the terms of this Agreement.

9.5 For the avoidance of doubt, termination of this Agreement (by whatever means) means that no Party is then obliged to the others in relation to any of the obligations set out in this Agreement from the date of termination onwards, except where such obligations relate to an agreed provision of resources by the Developer to the Councils for actions completed or contractually committed to by those Parties.

9.6 All Parties shall consider, at the relevant time, whether this Agreement shall be replaced, varied as appropriate and/or extended to cover an extended programme or additional planning processes.

## **10.0 Nature of the Agreement**

10.1 Nothing in this Agreement shall create, or be deemed to create, a formal partnership between the Parties.

10.2 Nothing in this Agreement shall fetter or restrict the Councils in the exercise of their powers under any enactment, statutory instrument, regulation or such like authority.

10.3 This Agreement is entered into voluntarily.

10.4 In accordance with Planning Practice Guidance (Reference ID: 20-023-20150326) the Parties have agreed this Agreement “in the spirit of a ‘memorandum of understanding’”. The Parties confirm that this Agreement is not

intended to be a legally binding contract and is not intended to have any legal effect, or affect the rights, liabilities or discretion of the Parties.

10.5 Nothing in this Agreement obliges or inhibits the Developer from submitting representations and responses via consultation on the DPD, submitting any planning application or exercising any rights of appeal under Section 78 of the Town and Country Planning Act 1990.

10.6 The Councils enter into this Agreement on the basis that it does so without prejudice to its formal consideration of any Development Plan Document or planning application, and nothing in this Agreement predetermines the final outcome of any DPD Examination in Public, planning applications, obliges or commits the Councils in relation to any formal comments or decision or fetters the statutory powers, duties or discretions of the Councils.

10.7 This Agreement covers a specific time period only and may at any time and by agreement be replaced, varied or extended. At the end of the period further Planning Performance Agreements may be entered into between the parties.

#### **11.0 Confidentiality, Transparency and Publicity**

11.1 Both Parties understand and agree that either Party may be required to disclose confidential information provided that, in respect of the Councils, any confidential information should only be disclosed if required by, and in accordance with, Clause 11.2 below. The Council is governed by the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Public Contract Regulations 2006 in how it handles the information which it holds. The Councils will treat as confidential any information it holds on the Developer up until it receives requests for information which it is required to provide in accordance with the relevant legislation.

11.2 In complying with this Clause 11, both Parties shall ensure compliance with the General Data Protection Regulations 2016.

#### **12.0 Communications Protocol**

12.1 All Parties agree to inform the other Parties before any direct community-based or member engagement events relating specifically to the hybrid planning application during the pre-application period of June 2023 – June 2024.

## **Schedule 1 – The Councils’ Service Standards**

1. Respond to all emails, letters and telephone calls and requests for meetings within 5 (five) Working Days of receipt.
2. Establish and manage a series of pre-application and post-submission meetings between the Councils and Developer.
3. Make suitable Officers and External Consultants are available for the attached schedule of meetings.
4. To agree with the Developer, at least 5 (five) Working Days prior to any meeting, the Agenda.
5. Provide to the Developer, at least 3 (three) Working Days prior to any meeting, all documents which are relevant to that meeting.
6. For the Pre-application Sprint Design Workshops, provide written advice to the developer within 10 working days of the meeting taking place.
7. For the technical meetings, upon receipt of the meeting minutes and action points from the developer, to circulate to Council Officers and the Councils’ External Consultants who attended the meeting.
8. For the technical meetings, within 10 (ten) working days of receipt of the meeting minutes and action points from the developer, agree, add to and approve said minutes and action points / and/or provide written response where necessary.
9. Where circumstances beyond the reasonable control of the Councils prevent its compliance with the service standard in paragraphs 1 to 8 above, the Councils shall in each case notify the Developer of such circumstances as soon as possible and the Councils shall endeavour to respond as soon as reasonably possible.

10. To adhere to the project programme unless otherwise agreed in writing between the Parties.

## **Schedule 2 – Developer’s Obligations**

1. Make suitable representatives available for the schedule of meetings.
2. To provide the Councils or any persons appointed by it with such additional information as may be requested within 5 (five) Working Days of such written request from the Councils (or such other time period as may be agreed) in order to enable the Councils to discharge the Services under this Agreement.
3. To agree with the Councils, at least 5 (five) Working Days prior to any meeting, the Agenda.
4. To provide to the Councils, at least 3 (three) Working Days prior to any meeting, all documents which are relevant to that meeting.
5. To provide to the Councils within 5 (five) Working Days of any meeting, minutes and action points arising from that meeting, unless otherwise agreed.
6. Where circumstances beyond the reasonable control of the Developer prevent its compliance with the service standards in paragraphs 1 to 5 above, the Developer shall in each case promptly notify the Councils of such circumstances, and the Developer shall endeavour to respond as soon as is reasonably possible.
7. To adhere to the project programme unless otherwise agreed in writing between the Parties.

### **Schedule 3 – The Services**

For the purposes and timescale of this PPA, the Councils will be involved in the Development at the following stages:

- Pre-application discussions to consider the planning strategy for future planning application(s) for the Site.
- Pre-application discussions to consider the scope of the planning application(s) and scope of an EIA.
- Pre-application discussions to consider master planning issues relating to the application proposals.
- Pre-application discussions to consider technical issues relating to the application proposals.
- Pre-application and post submission discussions to consider policy and technical issues and application proposals.
- Response of EIA scoping, within 6 weeks unless further information/time required.
- Meetings to consider the S106 and conditions.
- Consideration and determination of the submitted planning application.
- Draft Committee report and presentation to TCBGC Joint Planning Committee.
- Completion of S106 and issuing of decision notice.

The Councils will appoint a dedicated Case Officer for planning applications relating to the TCBGC, who will be responsible for management of the pre-application and determination processes.

The Services being provided as part of this PPA relate to a series of meetings and engagement activity to enable the Councils and Developer to coordinate activity and keep up to date with progress towards determination of the planning application. The PPA defines a schedule of the following meetings and activities:

#### **Pre-Application Submission Stage (June 2023 – May 2024):**

- Pre-application Sprint Design Workshops (up to 6 in total) – to enable

progress towards the submission of a planning application (including two half day phase 1 meetings) .

- Pre-application /technical meetings (average 4 per month (up to 48)) – to discuss particular technical details, outside of scheduled pre-application meetings (where needed) and enable progress towards the submission of a planning application.
- 
- Regular communications meetings – to enable updates and co-ordination of project related communications, engagement and PR activity
- Attendance at 3 x Essex Design Review Panels

**Post Application Submission Stage (June 2024 – February 2025):**

- S106 and conditions meetings (up to 8 meetings) – to enable efficient progress towards agreement of the S106 and conditions.
- Twice per month technical meetings (up to 12 meetings) - to discuss particular technical details in more detail, raised by consultees and Officers.

Should the Councils need to appoint additional work and where the Councils intend for such activities to be paid for by the Developer, the Councils will obtain the Developer's prior written agreement for the scope, fee and terms and conditions proposal from the External Consultant for the related works. Any additional work will require a discussion with the developer. Each Party is required to ensure they have taken and rely upon their own independent professional advice.

The Developer is committed to funding the following external consultant input for Viability/Deliverability, Environmental Impact Assessment and S106 Legal Fees.

Input from the Councils is sought on the following technical disciplines:

1. Design
2. Ecology & Biodiversity
3. Flood Risk & Drainage
4. Ground Conditions & Minerals



5. Heritage (above & below ground)
6. Landscape, Visual & Green Infrastructure
7. Transport & Access
8. Energy & Sustainability
9. Utilities
10. Air Quality, Noise & Vibrations
11. Infrastructure, including Education and Health
12. Employment, skills and training


This is not an exhaustive List.

Where suitable resources are not available within the Councils, the Technical Pot shall address the costs of external consultancy support.

## Schedule 4 – Project Teams

For the Council:

| Project Member            | Position and Role  | Contact Details   |
|---------------------------|--|---|
| <b>Project Champions</b>  |  |   |
| Lindsay Barker            | Executive Director Place (CCC)                           | <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> |
| Gary Guiver               | Assistant Director of Strategic Planning and Place (TDC) | <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> |
| Jonathan Schifferes       | Head of Housing & Garden Communities (ECC)               | <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> |
| <b>Project Leads</b>      |  |   |
| Amy Lester                | TCB Planning Manager                                     | <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> |
| Rob Smith                 | TCB Programme Manager                                    | <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> |
| <b>Wider Project Team</b> |  |   |
| Karen Syrett              | Planning (CCC)   | <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> |
| Matthew Jericho           | Planning (ECC)   | <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> |

|                   |  |  |
|-------------------|--|--|
| Catherine Gardner | TCB Programme Support Officer          |  |
| TBC               | TCB Transport & Infrastructure Officer | TBC  |
| TBC               | TCB Senior Planning Officer            | TBC  |
| TBC               | TCB Urban Designer                     | TBC  |

For the Developer:

| Project Member            | Position and Role  | Contact Details   |
|---------------------------|--|---|
| <b>Project Champions</b>  |  |   |
| Nick Wood                 | Development Director<br><br>Latimer Developments   | Level 6, 6 More London Place,<br>Tooley Street, London, SE1 2DA                                     |
| <b>Project Leads</b>      |  |   |
| Russ Edwards              | Project Director – Tendring Colchester Border Garden Community<br><br>Latimer Developments | Level 6, 6 More London Place,<br>Tooley Street, London, SE1 2DA<br><br>[REDACTED]<br><br>[REDACTED] |
|                           |  |   |
| Luke Cadman               | Senior Development Manager<br><br>Latimer Developments                                     | Level 6, 6 More London Place,<br>Tooley Street, London, SE1 2DA<br><br>[REDACTED]<br><br>[REDACTED] |
| Michele King              | Communications Lead<br><br>Latimer Developments  | [REDACTED]  |
| <b>Wider Project Team</b> |  |   |
| Pauline Roberts           | Senior Director – Planning Consultant<br><br>Lichfields                                    | Lichfields, The Minster Building,<br>21 Mincing Lane, London,<br>EC3R 7AG<br><br>[REDACTED]         |

|                 |   |   |
|-----------------|---|---|
|                 |   | [REDACTED]  |
| Simon Slatford  | Senior Director – Planning Consultant<br><br>Lichfields                 | Lichfields, The Minster Building, 21 Mincing Lane, London, EC3R 7AG<br><br>[REDACTED]<br>[REDACTED] |
| Sally Furminger | Associate Director – Planning Consultant<br><br>Lichfields              | Lichfields, The Minster Building, 21 Mincing Lane, London, EC3R 7AG<br><br>[REDACTED]<br>[REDACTED] |
| Jason Lewis     | Director of Transport Planning – Stantec<br>Project lead<br><br>Stantec | [REDACTED]<br>[REDACTED]<br>[REDACTED]  |
| Katie Stannard  | Director of Transportation – Transport consultant<br><br>Stantec        | Third Floor, 50-60 Station Road, Cambridge, CB1 2JH<br><br>[REDACTED]<br>[REDACTED]                 |
| Amy Corrigan    | Associate Design Team Lead<br>Haworth Tompkins                          | 33 Greenwood Place, London NW5 1LB<br><br>[REDACTED]<br>[REDACTED]<br>[REDACTED]                    |

*\*The Councils and Developer may, if reasonable, substitute resources as may be needed and shall inform the Parties forming this Agreement.*

*\*Note 'Other External Consultants' for both the Councils and Developer should not be directly contacted without approval and involvement of the relevant project leads and/or project teams.*

## **Schedule 5 – Indicative Timetable & Milestones**

- Q2 2023 – Q2 2024  
Design development and pre-application engagement: May 2023 - March 2024
- Q2 2023  
Regulation 19 Consultation: May 2023 - June 2023
- Q3 2023  
Submission of DPD to Secretary of State
- Q3 2023 – Q2 2024  
Developer Public & Stakeholder Consultation: June/July 2023 - March/April 2024
- Q4 2023  
EIA Scoping Submission
- Q4 2023 – Q1 2024  
DPD Examination in Public
- Q1 2024  
Adoption of the DPD
- Q2 2024  
Submission of a Hybrid Planning Application
- Q1 2025 – Q2 2025  
TCBGC Joint Committee - Planning Application Consideration and Determination
- Q2 2025  
Completion of S106 and Issuing of Decision Notice

## Schedule 6 – Schedule of Milestone Dates and Key Meetings

*In addition, an average of 4 pre-application/ technical meetings to take place per month and an average of 2 post-submission/technical meetings per month during determination (see Schedule 2).*

*In addition, an average of 8 S106 / condition meetings allowed for post submission (see Schedule 2)*

| Meeting / Event   | Date                            | Requirements / Topic  |
|---|---------------------------------|---|
| Pre-application Meeting<br><b>No.1 (Sprint 1)</b>   | 23 May 2023                     | Introduction to pre-app<br>Application Scope/Site<br>Open Space<br>RTS<br>Education<br>Regenerative Design  |
| <i>Pre-application / technical meetings start (average of 4 per month allowed for, up to 48).</i> |                                 |   |
| Sprint Workshop, Pre-application meeting<br><b>No.2 (Sprint 2)</b>                                | 17 August 2023<br>1pm – 4pm     | Introduction to Fat pen sketch<br>Green/ Blue infrastructure<br>Main lane alignment<br>Mobility<br>Neighbourhood places<br>Employment & university<br>Homes |
| ECC DRP<br>No.1   | TBC                             |   |
| Sprint Workshop Pre-application Meeting<br><b>No.3 (Sprint 3)</b>                                 | 12 October 2023<br>10am – 12pm  |   |
| Sprint Workshop, pre-application meeting<br><b>No.4 (Phase 1, meeting 1 / 2)</b>                  | 9 November 2023<br>1pm – 4pm    | Phase 1 Detail  |
| ECC DRP<br>No.2   | TBC                             |   |
| Sprint Workshop , pre-application meeting<br><b>No. 5 (Sprint 4)</b>                              | 14 December 2023<br>10am – 12pm |   |
| Pre-submission members briefing 1   | TBC December / January 2023     |   |

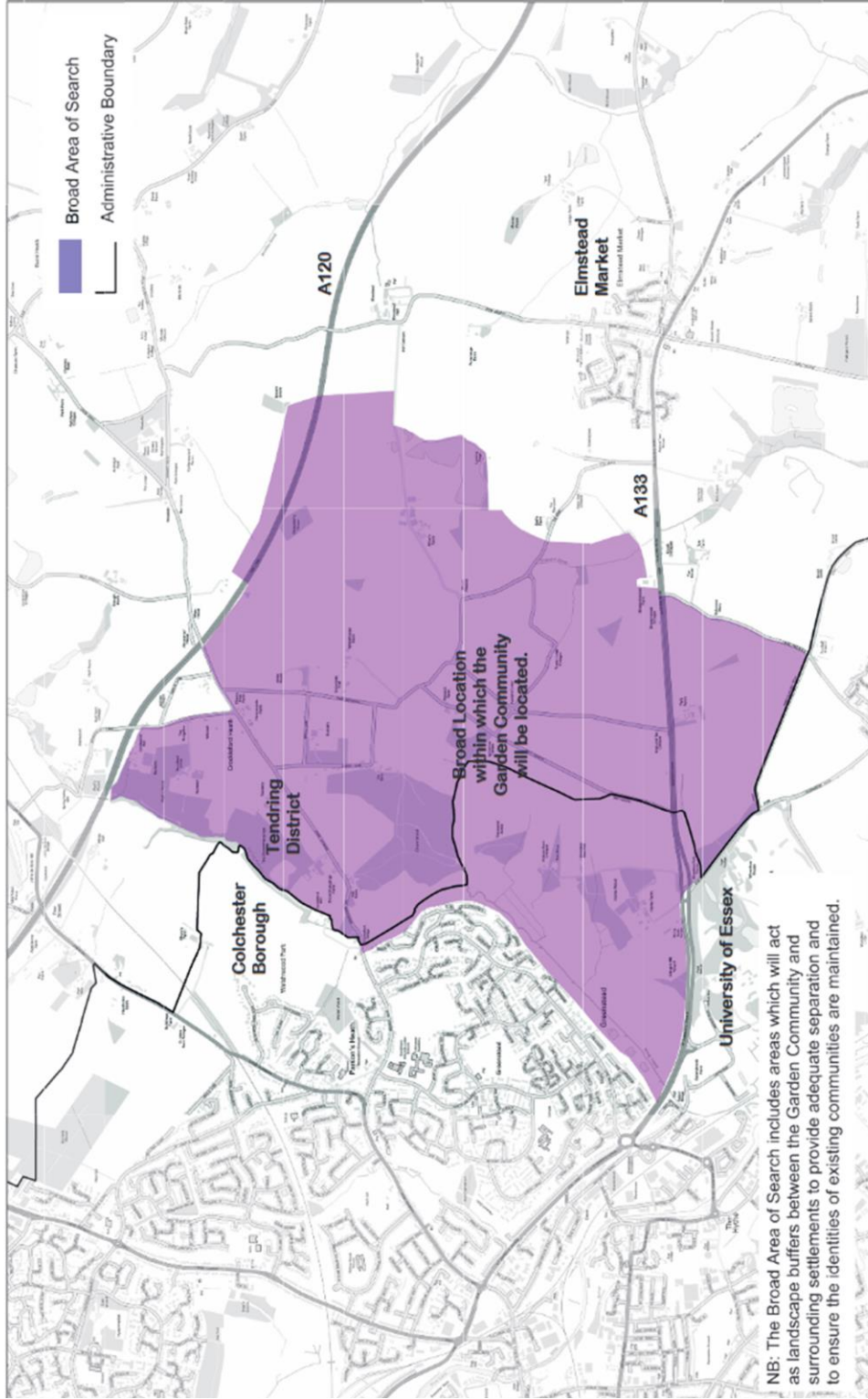


|   |                   |  |
|---|-------------------|--|
| Pre-application Meeting<br><b>No.6 (Phase 1, meeting 2 of 2)</b>  | TBC January 2023  | Phase 1 Detail   |
| ECC DRP<br>No.3   | TBC               |  |
| Pre-submission members briefing 2   | May/ June 2024    |  |
| Submission of Planning Application  | June 2024         |  |
| Application Consultation  | June – July 2024  | 28 day consultation period   |
| <i>Post-consultation Meetings (12 technical meetings allowed for in total, an average of 1 per month)</i> | TBC               | Meeting with officers and consultees to address any issues, if necessary   |
| Submission of Application Revisions if required   |                   |  |
| <i>S106 and Conditions Meetings start (8 meetings allowed in total)</i>                                   | TBC               |  |
| Application Re-Consultation   |                   | If necessary, minimum 14 day consultation period. Depending on level of revisions will determine whether full re-consultation or just to specific consultees |
| Pre-committee members briefing  | TBC February 2025 |  |
| TCBGC Committee   | March 2025        |  |
| <i>S106 and Conditions Meetings cont.</i>   | TBC               |  |
| Completion of S106 and Issuing of Decision Notice   | TBC               |  |

Appendix 1 – Plan of the Site

EXD/080A

Tendring Colchester Borders Garden Community - Broad Area of Search



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### Appendix 3 – The Council’s Resources & Hourly Rates

Calculations of the fee has been based upon the estimated costs and timing of the establishment of a dedicated team, and cover for an interim period based upon the rates set out below, and the assumed number and type of Officers & External Consultants required for each separate meeting.

| <b>Level</b>                           | <b>Hourly Rate (excluding VAT)</b> |
|--|------------------------------------|
| Head of Service (Band C)               | £105.00                            |
| Manager (Band D or 7)                  | £90.00                             |
| Principal Professional (Band E or 6)   | £75.00                             |
| Senior Professional (High band F or 5) | £65.00                             |
| Professional Officer (Low band F or 4) | £60.00                             |
| Technical (Low band G or 3)            | £45.00                             |

The costs for dedicated team posts include estimated salary costs and on-costs relating to their provision by the Councils. The Councils will use all reasonable endeavours to put dedicated posts in place in line with the work programme and calculations underpinning the PPA fee costs. This will be subject to the suitability of and any wider influences & matters relating to prospective applicants. Should any changes be anticipated in terms of either the nature or timing of recruitment, these will be discussed between the Councils and Developer.

Rates for External Consultants are determined by separate contracts with separate providers and will be used for their respective inputs to deliver the Services.

#### Appendix 4 – Signatures

Signed and duly authorised for and on behalf of Colchester City Council by:

Signed

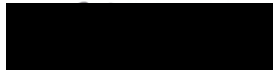


Name *Lindsay Barker, Executive Director Place*

Dated 31 July 2023

Signed and duly authorised for and on behalf of Tendring District Council by:

Signed



Name *Gary Guiver, Director of Planning*

Dated 13 July 2023

Signed and duly authorised for and on behalf of Essex County Council by:

Signed

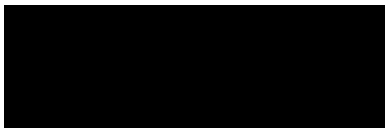


Name *Steve Evison, Director, Sustainable Growth*

Dated 20 July 2023

Signed and duly authorised for an on behalf of the Developer by

Signed



Name *Nick Wood, Director of Development, Latimer*

Dated 16<sup>th</sup> August 2023