

DATED 01 JULY 2024

MEMORANDUM OF UNDERSTANDING

Between

ESSEX COUNTY COUNCIL

And

TENDRING DISTRICT COUNCIL

IN RELATION TO THE COMMUNITY INFRASTRUCTURE LEVY (CIL) UPTAKE

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THIS AGREEMENT is dated 01 JULY 2024

PARTIES

The parties to this Memorandum of Understanding (MoU) are:

(1) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex, CM1 1LX (**Authority**)

(2) **TENDRING DISTRICT COUNCIL** whose principal address is at: Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE (**TDC**)

Hereinafter referred to as 'the Parties'

BACKGROUND

- (A) The Authority has identified funding available to support the implementation of Community Infrastructure Levy ("CIL") in the District of Tendring. The Authority is supportive of CIL as a mechanism to enable developer contributions, particularly to be obtained from smaller housing developments, which are known to provide low contributions to infrastructure, thus increasing the overall level of developer contributions received.
- (B) This Project is being progressed because the developer contributions received by TDC and by the Authority are low and struggle to fund the required mitigating infrastructure, facilities and services required to support high quality planned growth across Essex.
- (C) As such, the Authority has agreed to pay the Grant to TDC to assist the Council to complete a viability study and to provide Staffing Resources to support the introduction of CIL, 'the Project' as described in Schedule 1 of this Agreement.
- (D) This Agreement sets out the terms and conditions on which the Project will be implemented.
- (E) The Parties will enter into a Grant Agreement for the payment of the Grant by the Authority to TDC for the delivery of the Project including the provision by the Authority of Staffing Resources.
- (F) The Authority recognises that the final decision to implement CIL lies with the elected Councillors of TDC and that the completion of this Project does not guarantee the implementation of a CIL and therefore the repayment of the Investment by the Authority.

1. AGREED TERMS

1.1 DEFINITIONS

Agreement: means this Memorandum of Understanding

Bribery Act: means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Charging Authority: means Tendring District Council

Charging Schedule: means the schedule issued by a Charging Authority which proposes to charge CIL setting rates, or other criteria, by reference to which the amount of CIL chargeable in respect of development in its area is to be determined as outlined in Schedule 3.

CIL: means the Community Infrastructure Levy under the Community Infrastructure Levy Regulations 2010 (as amended)

CIL Contributions: means the developer contributions (which are charges applied on most new developments) received from the adoption of CIL as set out in Schedule 2.

Investment: means the Grant and the Staffing Resources up to a value of £65,000 (sixty five thousand pounds).

Data Protection Legislation: means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

GDPR: means the General Data Protection Regulation ((EU) 2016/679).

Grant: means the sum up to £20,000 (twenty thousand pounds), to be paid by the Authority to TDC in accordance with a Grant Agreement to contribute towards a viability study for the introduction of CIL in the District of Tendring

Grant Agreement: means an agreement between the Authority (referred to in the Grant Agreement as ‘the Funder’) and TDC (referred to in the Grant Agreement as “the Recipient”) to be entered into by the Parties in the form set out in Schedule 4 to this Agreement.

Environmental Information Regulations 2004 (EIR): means the Environmental Information Regulations 2004 (EIR) as amended or re-enacted from time to time and any Act substantially replacing the same;

Freedom of Information Act 2000 (FOIA): means the Freedom of Information Act 2000 (FOIA) as amended or re-enacted from time to time and any Act

substantially replacing the same;

Information: has the meaning given under Section 84 of the Freedom of Information Act 2000 (FOIA), which shall include (but is not limited to) information in any form whether relating to the past, present or future and may in particular consist of data, documentation, programs, (including the source code of any programs which the Authority has the right to use), computer output, voice transmissions, correspondence, calculations, plans, reports, graphs, charts, statistics, records, projections, maps, drawings, vouchers, receipts and accounting records and may consist of or be stored in any form including paper, microfilm, microfiche, photographic negative, computer software and any electronic medium and references herein to information shall include reference to the medium in which it is stored.

Intellectual Property Rights: means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;

Know-How: means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

Officer(s): means the employees of the Authority assigned to deliver the Project described in Schedule 1 of this Agreement;

Prohibited Act: means:

- a) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:
 - i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Authority; or
 - ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Authority;
- b) entering into this Agreement or any other agreement with the Authority where a commission has been paid or has been agreed to be paid by the TDC or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority;
- c) committing any offence:
 - i. under the Bribery Act;
 - ii. under legislation creating offences in respect of fraudulent acts; or
 - iii. at common law in respect of fraudulent acts in relation to this Agreement or any other agreement with the Authority ; or
- d) defrauding or attempting to defraud or conspiring to defraud the Authority.

Project: means the implementation of CIL in the District of Tendring to enable developer contributions to be obtained from developments within the District of Tendring including smaller housing developments, which are currently rarely subject to S106 Agreements, thus increasing the overall level of developer contributions received as described in Schedule 1 of this Agreement.

Project Board: means representatives from each of the Parties as set out in clause 4.3 of this Agreement to provide strategic management at Project and work stream level to ensure that the Key Objectives are being met and that the Project is performing.

Project Commencement Date: means **1 July 2024**

Project Completion Date: **1st July 2025** or no later than 3 months after the adoption of the CIL Charging Schedule, whichever is later.

Project Plan: means the table as set out in Schedule 1 to this Agreement or as varied by agreement between the Parties.

Project Period: means the period from the Project Commencement Date to the Project Completion Date.

Staffing Resources: means the provision of 2 members of staff as per the agreed Project Plan set out in Schedule 1 to this Agreement from DAC Planning Ltd or other suitably qualified consultants commissioned by the Authority to support and undertake the Project valued at up to £45,000 (forty five thousand pounds) as described in Schedule 1 and delivered through this Agreement and the Grant Agreement.

S106 Agreements: means agreements or unilateral undertakings under section section 106 of the Town and Country Planning Act 1990 (as amended) to secure planning obligations.

1.2 The Parties wish to record the basis on which they will collaborate with each other on the Project. This Agreement sets out:

- a) the Key Objectives of the Project;
- b) the Principles of Collaboration;
- c) the governance structures the Parties will put in place; and
- d) the respective roles and responsibilities the Parties will have during the Project.

2. KEY OBJECTIVES FOR THE PROJECT

2.1 The Parties shall undertake the Project to achieve the key objectives set out in Schedule 1 to this Agreement (**Key Objectives**).

- 2.2** The Parties acknowledge that the current position with regard to the Project and the Investment to be made by the Authority (financial and otherwise) are as detailed in Schedule 1 to this Agreement.
- 2.3** The Parties acknowledge that the Project requires the provision of Staffing Resources by the Authority to TDC, to prepare and support the delivery of CIL in the District of Tendring as described in Schedule 1.
- 2.4** The Authority shall provide Grant funding to TDC to contribute to and support a viability study which shall be paid to TDC and the provision of Staffing Resources on the understanding that this is an investment and which is expected to be returned through the spending of CIL Contributions paid by developers to TDC upon categories of future infrastructure projects to be agreed between the Parties as set out in this Agreement and Schedule 2 of this Agreement. This clause 2.4 shall survive the termination and /or expiry of this Agreement.
- 2.5** The Parties shall enter into a separate Grant Agreement to allow the Authority to passport the Grant to TDC in the form set out in Schedule 4 to this Agreement.

3. PRINCIPLES OF COLLABORATION

- 3.1** The Parties agree to adopt the following principles when carrying out the Project (Principles):
- a) collaborate and co-operate - establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered, and actions taken as required;
 - b) be accountable - take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
 - c) be open - communicate openly about major concerns, issues or opportunities relating to the Project;
 - d) learn, develop and seek to achieve full potential - share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - e) adopt a positive outlook - behave in a positive, proactive manner;
 - f) adhere to statutory requirements and best practice - comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation.

- g) act in a timely manner - recognise the time-critical nature of the Project and respond accordingly to requests for support;
- h) manage stakeholders effectively;
- i) deploy appropriate resources - ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement; and
- j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

3.2 TDC shall have a duty of care to any of the Officers (provided by the Authority) working within their premises, in line with their own internal policies and shall provide appropriate office accommodation, IT and communications facilities to enable the Officers to deliver an effective service on the Project.

4. PROJECT GOVERNANCE

4.1 Overview

The governance structure defined below provides a structure for the development and delivery of the Project.

4.2 Guiding principles

The following guiding principles are agreed. The Project's governance will:

- a) provide strategic oversight and direction;
- b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- c) align decision-making authority with the criticality of the decisions required;
- d) be aligned with Project scope and each Project stage (and may therefore require changes over time);
- e) leverage existing organisational, group and user interfaces;
- f) provide coherent, timely and efficient decision-making; and
- g) correspond with the key features of the Project governance arrangements set out in this Agreement.

4.3 Project board

- a. The Project Board will provide strategic management at Project and work stream level to ensure that the Key Objectives are being met and that the

Project is performing.

- b. The Project Board consists of representatives from each of the Parties. The Project Board shall have responsibility for the execution of the Project Plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board. The core Project Board members are:
 - **The Authority:** Graham Thomas (Head of Planning) and Alethea Evans
 - **TDC:** Gary Guiver (Director of Planning), and Paul Woods
- c. The Project Board shall meet to monitor the Project Plan and deliverables and thereafter, with a frequency dictated by the agreed Project Plan milestones.

4.4 Decision Making:

- a) Decisions shall be taken by the Project Board by majority vote.
- b) Voting on decisions can be taken using electronic means upon advance notice being given
- c) The Authority shall have the deciding vote where no majority is established

4.5 Reporting

Project reporting shall be undertaken at two levels:

- a) **Project Board:** Actions will be recorded for each Project Board meeting. Any additional reporting requirement shall be at the discretion of the Project Board.

Reporting shall be based on milestones with the agreed Project Plan, based on the actions from the Project Board highlighting: Progress this period; issues being managed; issues requiring help and progress planned next period

- b) **Organisational:** the Project Board members shall be responsible for drafting reports into their respective sponsoring organisation which may be reviewed by the Project Board before being issued.

5. ROLES AND RESPONSIBILITIES

- 5.1 The Parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	the Authority	TDC
Reviewing documents produced for the CIL, and providing feedback	Assure	Lead
Facilitating Member engagement on CIL	Assure	Lead
Reporting CIL for the purposes of decision making by the Charging Authority		Lead
Enabling engagement on the CIL in accordance with agreed consultation plan	Assure	Lead
Submitting CIL for the purpose of independent examination.		Lead
Provide professional support to the Independent Examination	Assure	Lead
Implementation of CIL		Lead
Delivery of infrastructure projects up to the value of this Agreement	Lead	Assure

5.2 For the purpose of the table above:

- a) **Lead:** the Party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Key Objectives and Principles of Collaboration as set out in clauses 2 and 3 of this Agreement at all times, and consult with the other Party in advance if they are identified as having a role to Assure the relevant activity;
- b) **Assure:** the Party that will defer to the Lead on a particular task but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles of Collaboration as set out in clauses 2 and 3 of this Agreement.

5.3 Within 3 months of the date of this Agreement the Party with the Lead role for any aspect of the Project shall develop a delivery plan for that part of the Project which shall identify the following:

- a) the key milestones for the delivery the Key Objectives;
- b) what employees (other than employees identified in this Agreement) will be required to work on the Project;
- c) whether any staff will need to be seconded from one Party to the other;
- d) what staff will require access to the premises of the other Party;

Each delivery plan must be approved by the Project Board prior to being implemented.

6. ESCALATION

- 6.1 If either Party has any issues, concerns or complaints about the Project, or any matter in this Agreement, that Party shall notify the other Party and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Board within 28 days for resolution the Project will be dissolved.
- 6.2 If either Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives).

7. INTELLECTUAL PROPERTY

- 7.1 The Parties intend that any intellectual property rights created in the course of the Project shall vest with TDC as Charging Authority
- 7.2 Where any intellectual property right vests in either Party in accordance with the intention set out in Clause 7.1 above, that Party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

8. TERM AND TERMINATION

- 8.1 This Agreement shall commence on the date of this Agreement, and shall expire when the Authority is in full receipt of CIL Contributions from Tendring District Council to the total sum of up to £65,000 (sixty five thousand pounds) (final sum confirmed through invoices paid by the Authority for Staffing Resources together with the Grant received by TDC through the Grant

Agreement) being the Investment or on the 5th anniversary of the adoption of the CIL by TDC whichever is sooner and FOR THE AVOIDANCE OF DOUBT if at the 5th anniversary of the adoption of the CIL by TDC the Investment has not been repaid in full to the Authority any remaining sum due shall not be claimed by the Authority for repayment

8.2 Any Party may give 28 days' notice in writing to the Project Board to withdraw from the Project at any time but for the avoidance of doubt this withdrawal will not terminate this Agreement unless the Project Board determines to do so.

9. VARIATION

9.1 This Agreement, including the Schedules, may only be varied by written agreement of the Parties.

9.2 Any Party who gives valid written notice pursuant to clause 8.2 above is hereby deemed to have withdrawn from this Agreement and this Agreement is varied accordingly.

10. BENEFITS REALISATION

10.1 The Parties agree that:

- (a) The Authority Investment is expected to be returned through the CIL Contributions paid by developers and passed by TDC to the Authority in accordance with Schedule 2 of this Agreement.
- (b) The CIL Contributions referred to in clause 10.1(a) will be spent upon infrastructure projects agreed between the Parties within the Tendring District.
- (c) TDC will use reasonable endeavours to return the Investment at the value of up to £65,000 (sixty five thousand pounds) dependent upon what it has received within 5 (five) years of adoption of the CIL by TDC

11. CHARGES AND LIABILITIES

11.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

11.2 Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this Agreement.

12. STATUS

12.1 This Agreement is not intended to be legally binding, and no legal obligations

or legal rights shall arise between the Parties from this Agreement. The Parties enter into the Agreement intending to honour all their obligations.

- 12.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

13. DATA PROTECTION

- 13.1 The Parties shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.

14. FREEDOM OF INFORMATION

- 14.1 Both Parties are subject to the provisions of the FOIA and the EIR (the "Acts") and both Parties shall assist the other Party to enable it to comply with these Acts. Both Parties acknowledge that the other may be obliged to disclose information relating to this Agreement.
- 14.2 Where either Party so requires for the purpose of compliance with the Acts, either Party shall provide the other Party with a copy of all information in its possession or power, in the form that the such Party requires within ten (10) working days (or such other reasonable period as the other Party may specify) of the Party requesting the information.
- 14.3 Both Parties shall provide all necessary assistance as requested by the other so as to enable each Party to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 14.4 Both Parties acknowledge that the other may be obliged under the Acts to disclose information without consulting with the other Party or following consultation with the other Party and having taken its views into account.
- 14.5 Nothing in this Agreement shall prevent either Party disclosing any information:
- a) for the purpose of the examination and certification of their accounts; or
 - b) any examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the parties used their resources;
 - c) to any government department or any other contracting authority;
 - d) to any person engaged in providing any services to either Party for any purpose relating to or ancillary to this Agreement provided that in disclosing information

the Parties disclose only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

15. NON-SOLICITATION


- 15.1 In order to protect each other's legitimate business interest, neither Party shall (except with the prior written consent of the other) during the term of this Agreement and for a period of 12 (twelve) months thereafter, solicit or attempt to solicit or entice away any senior staff of the other party who have been engaged or employed in the provision of the Services or the management of this agreement or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other Party.


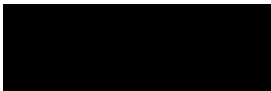
16. COUNTERPART

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in Clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of ESSEX COUNTY COUNCIL	
Signature:	
Name:	Graham Thomas
Position:	Head of Planning and Sustainable Development

Signed for and on behalf of TENDRING DISTRICT COUNCIL	
Signature:	
Name:	Ian Davidson
Position:	Chief Executive
Signature:	
Name:	Gary Guiver
Position:	Director of Planning
CONTACT POINTS	
The Authority	
Name:	Alethea Evans
Office address:	County Hall, Market Road, Chelmsford, Essex, CM1 1LX
Tel No:	03330 136 439
E-mail Address:	alethea.evans@essex.gov.uk
TDC	

Name:	Paul Woods
Office Address:	Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE
Tel No:	01255 686612
E-mail Address:	pwoods@tendringdc.gov.uk

SCHEDULE 1

THE PROJECT

Project overview

1. The Project Objectives listed below are not exhaustive and additional Objectives may be discussed and instructed on written terms agreed by the Parties.

The Key Objectives

The Authority:

The contribution towards the preparation of a viability study to support the introduction of the Community Infrastructure Levy (“CIL”) in the District of Tendring District Council to enable developer contributions to be obtained from smaller housing developments, which are known to provide low contributions to infrastructure, thus increasing the overall level of developer contributions received. This will involve the payment towards a CIL viability study to TDC to support the Charging Schedule, up to the value of £20,000 (twenty thousand pounds) and supply of officer resources to undertake the work set out within the project plan valued at up to £45,000 (forty five thousand pounds).

Essex County Council expects that CIL funding is used to cover infrastructure funding gaps, particularly those identified in the Infrastructure Delivery Plan. S106 should continue to be supported as the main source of infrastructure funding for the Authority and this will continue to be supported by TDC. Where shortfalls are identified, the Authority will communicate this to TDC, in anticipation of TDC including such infrastructure items on the CIL spend priority list.

TDC

Preparing documents for the CIL, and providing feedback

Facilitating Member engagement on CIL

Enabling engagement on the CIL

Submitting CIL for the purpose of independent examination.

Provide professional support to the independent examination

Implementation of CIL- including set up of a transparent decision-making process to determine CIL spend which includes engagement and consultation with major infrastructure providers such as Essex County Council to identify priority infrastructure spending.

The existing position and contributions already made

No contributions have been made to date.

The following programme of work and timescales has been agreed at this stage, but will be subject to refinement and updating as the project progresses:

Indicative Project Plan (to be agreed through inception meeting)

Ref	Project timescales	2024																				
		Jul			Aug			Sept			Oct			Nov			Dec					
1	Project initiation																					
1a	Agreement of project plan and timetable	■																				
2	Production of a CIL Viability Assessment																					
2a	Production of a CIL Viability Assessment project brief	■																				
2b	Inception meeting and provide required support to viability consultant				■																	
2c	Provide viability consultant with all required background information				■																	
2d	Support the viability consultant as required in preparing and undertaking stakeholder consultation to support the production of the viability assessment						■	■														
2e	Review draft assessment, provide comments to viability consultant, and finalise the assessment								■	■												
3	Production of draft CIL Charging Schedule																					
3a	Officer workshop to review CIL options and the outcomes of the viability assessment												■									
3b	Production and agreement of draft CIL Charging Schedule													■								
4	Consultation, engagement and agreeing modifications on Draft Charging Schedule																					
4a	Produce and agree Regulation 16 consultation project plan													■								
4b	Produce Cabinet report to seek approval to consult on the Regulation 16 draft charging schedule													■								
	Cabinet approval required																				■	

Ref	Project timescales	2024																	
		Jul		Aug		Sept		Oct		Nov		Dec							
4c	Produce consultation material - questionnaire, leaflets, explanatory posters for consultation events, website and promotional materials																		
4d	Attend public consultation exhibitions																		
4e	Stakeholder workshop with developers / agents																		
4f	Stakeholder workshop with Council Members and Town Council																		
4g	Review and analyse representations received																		

Ref	Project timescales	2025																	
		Jan		Feb		Mar		Apr		May		Jun		Jul					
4h	Work with viability consultant to review consultation responses and finalise any modifications required																		
4i	Produce and agree a Statement of Modifications																		
5	Submission of the CIL Charging Schedule																		
5a	Prepare submission material, consultation statement, final Charging Schedule																		
5b	Produce Council report seeking approval to submit the CIL Charging Schedule for examination																		

Ref	Project timescales	2025																				
		Jan		Feb		Mar		Apr		May		Jun		Jul								
	Full Council approval required																					
6	Examination																					
6a	Submit the CIL Charging Schedule and liaise with PINs as required																					
6b	Appoint a programme officer and prepare for the examination																					
6c	Prepare any necessary material for the examination																					
6d	Responding to correspondence with the examiner																					
6e	Reporting to the Council on the progression of the examination																					
7	Adoption																					
7a	Produce a report to the Council presenting the outcomes of the examination and requesting the adoption of the CIL Charging Schedule																					
8	Preparing for CIL implementation																					
8a	Undertake workshops with council officers to outline the internal processes required by the Council to implement and administer CIL																					
8b	Work with Council officers as required to set up internal administrative processes to administer CIL payment																					
8c	Prepare and undertake workshops with relevant Council officers, members, Parish / Town Councils, and organisations																					

Unknown time period:
reliant on PINS

Ref	Project timescales	2025																									
		Jan			Feb			Mar			Apr			May			Jun		Jul								
	to determine how CIL contributions should be used, including how the Council should distribute the 'neighbourhood element' of CIL in non-parished areas.																										

SCHEDULE 2

CIL CONTRIBUTIONS

1. The return to the Authority for the Project shall be in the form of a return of the Investment at the value of up to £65,000 within the period of 5 (five) years from the adoption of CIL by TDC in accordance with the terms of this Agreement

2. This total Investment includes:

- the Grant being a contribution towards the CIL viability evidence at a total of up to £20,000; and
- Staffing Resources to assist in delivering work as per the Project Plan up to a value of £45,000

3. TDC will use reasonable endeavours to return the Investment to the Authority through the spending of CIL contributions paid by developers to TDC on infrastructure projects to be agreed between TDC and the Authority. These projects will be in Tendring District administrative area.

4. The Parties will undertake a review of the CIL Contributions received by TDC on the 2nd anniversary of the adoption of the CIL by TDC and the part of the Investment returned at that date to the Authority. The Authority and TDC will then review the infrastructure projects for the remaining 3 years where the CIL receipts will be applied to include both TDC and Authority infrastructure projects.

5. If at the 5th anniversary of the adoption of the CIL by TDC the Investment has not been repaid in full to the Authority any remaining sum due shall no longer be payable by TDC

SCHEDULE 3

CHARGING SCHEDULE

The Charging Authority should specify in their charging schedule what types of development are liable for the levy and the relevant rates for these development types. Levy rates are expressed as pounds (£) per square metre.

When deciding the levy rates, the Charging Authority shall strike an appropriate balance between additional investment to support development and the potential effect on the viability of developments. This balance is at the centre of the charge-setting process.

In meeting the regulatory requirements, the Charging Authority shall show and explain how their proposed levy rate (or rates) will contribute towards the implementation of their relevant plan and support development across their area

SCHEDULE 4

GRANT AGREEMENT

A separate Grant Agreement will be signed by the Parties named in this Agreement, to set the terms and conditions governing the Grant to support the CIL Viability Evidence which Tendring District Council will commission in the form set out in this Schedule.