

Select Committee Agenda



Stronger Place Select Committee Tuesday, 12th January, 2021

You are invited to attend the next meeting of **Stronger Place Select Committee**, which will be held at:

Virtual Meeting on Zoom
on **Tuesday, 12th January, 2021**
at **7.00 pm** .

Georgina Blakemore
Chief Executive

**Democratic Services
Officer**

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Members:

Councillors S Heather (Chairman), R Morgan (Vice-Chairman), R Bassett, L Burrows, I Hadley, S Heap, J Jennings, S Jones, H Kauffman, C McCredie and J McIvor

SUBSTITUTE NOMINATION DEADLINE: 6.00PM

WEBCASTING NOTICE

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Therefore by entering the Chamber and using the lower public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings for web casting and/or training purposes. If members of the public do not wish to have their image captured they should sit in the upper council chamber public gallery area

If you have any queries regarding this, please contact the Corporate Communications Manager on 01992 564039.

1. WEBCASTING INTRODUCTION

This virtual meeting is to be webcast. Members are reminded of the need to unmute before speaking.

The Chairman will read the following announcement:

“I would like to remind everyone present that this meeting will be broadcast live to the internet (or filmed) and will be capable of repeated viewing (or another use by such third parties). Therefore by participating in this virtual meeting, you are consenting to being filmed and to the possible use of those images and sound recordings for webcasting and/or training purposes. If members of the public do not wish to have their image captured they should ensure that their video setting throughout the virtual meeting is turned off and set to audio only.

Please also be aware that if technical difficulties interrupt the meeting that cannot be overcome, I may need to adjourn the meeting.”

2. APOLOGIES FOR ABSENCE

3. SUBSTITUTE MEMBERS

To report the appointment of any substitute members for the meeting.

4. DECLARATIONS OF INTEREST

To declare interests in any item on the agenda.

5. NOTES OF PREVIOUS MEETING (Pages 5 - 14)

To agree the notes of the meeting of the Select Committee held on 29 September 2020.

6. TERMS OF REFERENCE & WORK PROGRAMME (Pages 15 - 18)

(Chairman/Lead Officer) The Overview and Scrutiny Committee has agreed the Terms of Reference and work programme for this select committee. Members are invited at each meeting to review both documents (see attached).

7. LOCAL PLAN UPDATE (Pages 19 - 44)

To note progress on the emerging Local Plan (report attached).

8. LEISURE MANAGEMENT CONTRACT

To note the following Leisure Management Contract, performance and progress update.

The Leisure Contract with Places Leisure continues to perform well under testing circumstances. All four leisure centres in the District were closed in March following Government announcement. They reopened in August under strict Covid-19 restrictions which includes a rigorous cleansing regime and restrictions on the number

of users allowed at any one time. Usage during September and October was above expectations however, the centres had to be closed again during the second lockdown in November. The leisure centres re-opened in early December after lockdown 2 but were unable to offer group exercise classes under Tier 3 restrictions. The Tier 4 announcement impacted on leisure facilities.

As a result of closures and reduced/restricted usage the Council has agreed a financial arrangement with Places Leisure. Instead of paying a management fee income Places Leisure are receiving support payment from the Council in advance. A reconciliation process is carried out and payments are adjusted for the subsequent months. This arrangement will continue until the Centres are back in profit and thereafter Council will receive a management fee income. Details of Leisure centre performance and usage data can be viewed in the notes of the previous Leisure Management Partnership Board.

9. WASTE MANAGEMENT CONTRACT

To note the following Waste Management Contract, performance and progress update.

The Waste Contract has come under pressure due to the restrictions around Covid-19. This includes additional cleaning and disinfecting requirements on operations on the one hand and the increase in waste and recycling collections tonnage on the other as more people are at home. Biffa have done well to collect waste and recycling materials from the residents door steps. Full details of the service performance can be viewed in the notes of the last Waste Management Partnership Board.

10. DEMAND RESPONSIVE TRANSPORT (DRT)

To note the Demand Responsive Transport (DRT) Trial project update.

Following the Cabinet approval on 3 December 2020 which included funding for a three month trial starting from 2 January 2021, this bus service will be operated along the route of the current Bus 87 by Epping Forest Community Transport. An application has been made to the Traffic Commissioner for registering the service. Media releases have been issued, posters have been placed in bus shelters advising users of the new service. NHS and Clinical Commissioning Group will publicise to their staff. On the Council website an expression of interest form has been created. We have already seen residents using the link as well as interest from some members of the EFDC staff.

11. DATES OF FUTURE MEETINGS

To note that future meetings of the Select Committee will be held at 7.00 pm on 29 March 2021.

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**EPPING FOREST DISTRICT COUNCIL
NOTES OF A MEETING OF STRONGER PLACE SELECT COMMITTEE
HELD ON TUESDAY, 29 SEPTEMBER 2020
IN VIRTUAL MEETING ON ZOOM
AT 7.00 - 8.35 PM**

Members Present:	R Bassett (Member) (Chairman), S Heather (Vice-Chairman), I Hadley, S Heap, J Jennings, S Jones, C McCredie, J Mclvor and R Morgan
Other members present:	N Avey, N Bedford, R Brookes, S Murray, A Patel, J Philip, M Sartin, H Whitbread and J H Whitehouse
Apologies for Absence:	L Burrows
Officers Present	N Dawe (Chief Operating Officer), M Anil (Projects Officer), A Blom-Cooper (Interim Assistant Director (Planning Policy)), T Carne (Corporate Communications Team Manager), D Fenton (Service Manager ((Housing Management & Home Ownership), V Messenger (Democratic Services Officer), N Richardson (Service Director (Planning Services)), A Small (Strategic Director), L Wade (Service Manager (Strategy, Delivery & Performance)) and G Woodhall (Team Manager - Democratic & Electoral Services)

14. WEBCASTING INTRODUCTION

The Chairman made a short address to remind all present that the virtual meeting would be broadcast on the Internet, and that the Council had adopted a protocol for the webcasting of its meetings.

15. SUBSTITUTE MEMBERS

There were no substitutes reported at the meeting.

16. DECLARATIONS OF INTEREST

- (a) Pursuant to the Council's Members' Code of Conduct, Councillor J Mclvor declared a non-pecuniary interest in agenda item 8, Covid-19 Recovery Update, by virtue of owning a shop in Epping High Street.

17. NOTES OF PREVIOUS MEETING

RESOLVED:

That the notes of the last meeting of the Stronger Place Select Committee held on 9 July 2020 be agreed as a correct record, subject to the correction of Councillor Heap's initial to, 'S' at Min no 12, paragraph 4, to read: "Councillor S Heap commented that in respect of the planning performance agreements..."

18. TERMS OF REFERENCE & WORK PROGRAMME

The Select Committee noted its Terms of Reference and work programme.

19. STRONGER PLACE SELECT COMMITTEE - CORPORATE PROGRAMME GOVERNANCE

L Wade, Service Manager (Strategy, Delivery and Performance), explained that the report enabled the select committees to undertake and deliver their programmes to be scrutinised, and better aligned the Stronger ambition objectives to the relevant select committee. There would be additional projects coming along and those aligned to the Covid-19 recovery. Thus, Stronger Place had a clear project brief which would be used for the performance management accounting that went to Stronger Council. This internal governance would allow management to focus the work alignment of the individual employee, which is on the road map of the people programme. The opportunity to add additional areas of scrutiny within the work programme delivery was also an option open to members.

There were six corporate programmes for Stronger Place – economic development, District sustainability, community health and wellbeing, town centre development, planning development and improvement and council housebuilding.

The Chairman, Councillor R Bassett, was pleased with this internal governance report and that the lead officers of the corporate programmes were also identified.

Councillor J H Whitehouse said that the number of corporate work programmes for the select committees was unbalanced, as Stronger Place had six, while Stronger Council and Stronger Communities had three each. Could the number of topics be more fairly distributed among the select committees? The Chairman commented that council housebuilding was allocated to Stronger Place - the place part. Councillor J H Whitehouse said this was particularly in relation to the sheltered housing review. The Service Manager replied that she believed this decision was made last year and that maybe this was a question for the project owners themselves.

Councillor J Jennings asked why Loughton was not mentioned under the town centre development programme? N Dawe, Chief Operating Officer, replied that this was an omission as this was a draft but this should have included each of the town centres and each of the population centres. An updated version of these project plans was due to be considered by Cabinet at its next meeting in October.

Councillor S Heap asked what SLT meant, to which the Service Manager replied was a reference to senior leadership team.

RESOLVED:

- (1) That the Committee noted the internal governance that has been established to manage and deliver the programmes of work aligned to the Stronger Place ambitions in 2020/21; and
- (2) That the committee could identify any additional areas for scrutiny within the work programme delivery.

20. COVID-19 RECOVERY UPDATE

A Small, Strategic Director, reported that there were three phases to the Covid-19 pandemic – the Council's initial response, restoration and the longer-term recovery. However, with the continued national coronavirus resurgence that was also being seen in the Epping Forest District, the Council might be moving back to a response phase if asked to by the Public Health lead at Essex County Council.

The report set out the Council's response to the initial outbreak in March 2020 that was largely supportive of those shielding and its impact on business and relief. The Council was reorganised to focus on its Covid-19 response. As a consequence, a much better infrastructure was in place with better support lined up. Although the restoration was at the end of June / beginning of July, Council services, as well as the hospitality and high street business sectors, were moving to a more restricted phase to facilitate safe access for individuals in high streets. Community wellbeing was being monitored. Cabinet considered a report in July 2020 on the Council's actions taken, with a longer-term outlook for local high streets. There would be a further update to Cabinet on the ongoing progress of the schemes.

Councillor R Bassett acknowledged that most Council services were online but were housing repairs being done for residents and was this working satisfactorily? D Fenton, Service Manager (Housing Management & Home Ownership) replied that repairs were continuing. Staff had PPE and additional measures were being taken, such as residents were being asked to move to a different room so that repairs could be carried out. The Council was not undertaking replacement kitchens or bathrooms, but day-to-day repairs were going ahead.

Councillor R Bassett said that some people were good at preventing risks, but others weren't, so was enforcement being used? The Strategic Director replied that this was being discussed by the Covid recovery team. The Council had powers to ensure compliance in licensed premises. Also, by using penalty notices. Some people were still not wearing face coverings, but the Council had limited authority on this, whereas the Police could enforce this.

Councillor R Brookes commented that the Civic Offices reception had not been reopened and with this second coronavirus wave it would be foolish to do this now. However, there had been a 30 per cent increase in calls to the Council and she had experienced a long wait on some occasions. Looking forwards, what were the plans to reopen the reception, perhaps by March 2021 if the coronavirus numbers were down? The Strategic Director replied that the Council would try and meet its requirements to residents positively. There would always be groups of customers that needed to have face-to-face contact, and Housing officers were doing this now. The Council would be responsive and might do things in different ways but would not leave customers behind and rather cater for all.

Councillor S Heap acknowledged that the Council's response had been brilliant but queried the European Economic Community bid that had been submitted for European funds earmarked for returning high streets safely, as the UK was in the process of leaving the EEC. The Strategic Director replied that if the Council had the opportunity to bid for grants it would and use the funding for the benefit of the residents of Epping Forest District. In terms of the lasting effects of Covid-19 on the economy, these were difficult to fully understand currently but would impact on the Council and Qualis business plans. Longer term sustainability of the local economy and retail market sectors was being monitored closely. The second Qualis business plan should be submitted to the Council in the next two months and provide information on the initial Covid-19 impact on its business and future. N Dawe, Chief Operating Officer, continued that the Housing repairs team had transferred to Qualis this week, 28 September 2020, and was continuing as planned. In terms of the high streets, Covid-19 had accelerated changes rather than these being new ones and was providing opportunities and challenges. Overall the situation was neutral and would have a slightly positive effect on the development potential locally. Councillor S Heap added that Centric Parade in Loughton was to have an increase in business rates. The Chief Operating Officer replied that there was the business rental part and

the residential potential above the shops. The residential market sector was holding up better in the Covid-19 situation.

Councillor S Murray said he was very positive about the Council's response to Covid-19 but was concerned that even though Loughton High Road was much larger than Epping High Street, the social spacing in the main shopping centres had been left much the same with just had a few social distancing stickers on the pavements. It was difficult at times to maintain social distancing. It would be helpful if ECC changed the signals for pedestrians by St Marys' Church near the Wimpey premises. There was also no priority for pedestrians at the Valley Hill, Roding Road and Oakwood Hill crossings. Likewise, the two crossings in Chigwell Lane for the retail park and at Landmark House, as New City College was in full swing. The Chief Operating Officer replied that Loughton had appeared on a list that ECC had considered, but ECC had only chosen one proposal per district and Epping was the High Street picked. The Strategic Director replied that the sequencing of traffic lights was a series of issues that the Council hoped to receive a response from ECC on soon.

RESOLVED:

That the Select Committee noted the report update.

21. LOCAL ECONOMIC BUSINESS RECOVERY

The Chief Operating Officer apologised for this verbal report but officers were mostly focussing their time on providing detailed updates on project briefs for the Cabinet meeting in a fortnight. Dynamic plans were being prepared, for the high street areas, including Loughton, and for other economic recovery issues, such as building on the Digital Innovation Zone (DIZ) initiative and having a better digital communications platform. This item would be picked up at the next Stronger Place Select Committee meeting in January 2021 when members could look forward to receiving the Cabinet reports.

22. PLANNING DEVELOPMENT AND IMPROVEMENT PROGRAMME

(a) Progress on the emerging Local Plan

The Interim Assistant Director (Planning Policy and Implementation), A Blom-Cooper, had provided the short report to update members on the progress of the emerging Local Plan. The Council's response to the Inspector in April 2020 set out the high-level programme for progressing to the Main Modifications (MMs) consultation and the adoption of the Local Plan. This detailed the Council's approach to matters that related to the Habitats Regulations Assessment (HRA) and updated the Infrastructure Delivery Plan and viability documents supporting the Local Plan. The Council submitted the third tranche of MMs in June 2020 and the final tranche in mid-September 2020 for the Inspector to consider and consultation on the MMs was anticipated to start from the end of October 2020.

Further information submitted to the Inspector included the revised mapping in relation to changes of the Local Plan and the draft green and blue infrastructure strategy. The Council submitted further information last week and the sustainability appraisal was also due to go to the Inspector. An updated Habitats Regulations Assessment and Air Pollution Mitigation Strategy was being finalised to take account of initial comments received from Natural England and the Conservators of Epping Forest that would be part of the MM consultation later this year. The Council was expecting the Inspector's timetable next week. However, the schedule for the main

plan documentation was some 300 pages, and other documents also numbered over 300 pages.

(b) Government White Paper: Planning for the Future

The Government published this White Paper on 6 August 2020. A report on the Council's proposed response would be considered by Cabinet on 19 October 2020. It would significantly change the current planning system for both the nature and content of Local Plans, and the operation of the development management process. If implemented, the White Paper would introduce new planning legislation into the system to streamline the plan making process. The White Paper was proposing a zonal system where local plans designate land into three categories of land to be identified as growth areas (suitable for development in new settlements and urban extensions); renewal areas (urban and brownfield sites); and protected areas (restricted areas in the green belt, conservation areas and wildlife sites etc). Local plans should state clear rules rather than general development policies, provide for greater public engagement in plan making, be subject to a single statutory "sustainable development" test and a statutory 30-month timetable for the production of local plans for local authorities and the planning inspectorate. A standard methodology for housing figures was proposed but there was also a separate consultation to amend the existing one to include affordability changes over time. Green belt constraint would be factored in but it was difficult to know how this would be mitigated.

Councillor R Bassett asked about the Office of National Statistics housing numbers and was there any difference? The Interim Assistant Director replied that the Inspector had written to the Council about its household projections and their impact on the merging Local Plan. This had resulted in an additional work project being commissioned to provide an update, but the numbers were giving 858 compared to 518 in our Local Plan. When all the other factors and issues were taken into account, the work concluded that there was no meaningful change in the projection and it was also published on the Council's website.

Councillor R Bassett asked if there would be a member briefing on the White Paper? The Planning and Sustainability Portfolio Holder, Councillor N Bedford, suggested members read the White Paper and send in any comments to the Planning Policy and Implementation Team to collate. The Interim Assistant Director also said that the Cabinet report was very detailed.

Councillor S Heap asked how many MMs were there? It was also too soon to have a briefing on the White Paper. Also, what we should be trying to encourage in terms of land banking was to grant a developer an option not the land an option to develop and that would encourage developers to either develop the land in three years or not because their revenue would diminish quite dramatically.

RESOLVED:

That the Committee noted the progress report on the emerging Local Plan.

23. DRAFT SUSTAINABILITY GUIDANCE FOR THE DISTRICT AND HARLOW AND GILSTON GARDEN TOWN

A presentation was received from the Planning Policy Implementation Team Projects Officer, M Anil. The sustainability guidance was supported by several policies of the emerging Local Plan. It followed EFDC's climate emergency declaration in

September 2019 to become carbon zero by 2030, as data from 2017 showed that on road vehicles and residential housing contributed to some 80 per cent of all carbon emissions across the District. The draft guidance also expanded on the work done for the Harlow and Gilston Garden Town (HGGT) and aligned with other key documents, such as the Infrastructure Delivery Plan and Green Infrastructure Strategy. The document was split into two sections environmental sustainability and socio-economic sustainability. Its purpose was to support planning proposal considerations and provide practical and technical guidance on how relevant sustainability indicators and policies in the Local Plan would be applied to new residential and non-residential developments across the District. A suite of three sustainability documents covered Major Developments (10+ units), Minor Developments (1-9 units) and Extensions and Refurbishments. The Major Developments document was similar to HGGT, but there were changes to case studies, reference to specific policies and documents, air quality and its impact on the Epping Forest special area of conservation (SAC) as well as socio-economic sustainability, which was key for EFDC. Whilst the HGGT document focused on integration of new development with existing communities, key goals for EFDC were community resilience and social equity, especially in terms of access to facilities, health and wellbeing, public health etc.

Members had been briefed at a workshop in August, and the draft sustainability guidance would be submitted to Cabinet in October 2020 for approval for more formal public consultation. The six-week public consultation should be completed in November 2020. The final guidance draft for endorsement for material planning consideration (1) and the sustainability guidance for Extensions and Refurbishments (3) would be submitted to Cabinet by early 2021.

The Interim Assistant Director said that this was a good explanation of the work the Implementation Team had undertaken to produce the guidance and more information was given in the appendices. The report was waiting for Cabinet approval to agree formal consultation at the October meeting.

Councillor R Bassett commented that this was a very useful presentation, but a lot of technical terminology was used that needed experts to understand it and that a glossary might be helpful. Also, looking at the checklists, he wondered how developers, particularly small developers, would be able to answer all the questions.

Councillor S Heap said this was a good report. Working with heat pumps was good, delivery points for Amazon to avoid delivering to every house, more buses were required and a dedicated bus for Latton Priory was definitely needed. In the Quality Review Panel report regarding photovoltaics that solar panels would not provide enough benefit, but they would be a big enough benefit if every house had them and everyone worked together. Regarding a community park for the people and that the Queen Elizabeth Olympic Park was an example of this, a pub could also provide a community space. On the long-term delivery of sites for 25 to 30 years at the HGGT, was EFDC delivering 1000 homes by 2030? Lastly with reference to splitting up the information, yes, but all the information has to be available to everyone.

The Interim Assistant Director said that a glossary was a good idea and we should add this. There were 4,000 houses in EFDC in the plan period up to 2023 but a total of 23,000 in and around the HGGT. The Quality Review Panel was specifically reviewing the HGGT guidance and reference to HGGT developments. EFDC was looking to develop 11,400 homes over the plan period. In the EFDC part of Latton Priory, it was for 1,000 homes to be developed up to 2033, which was around 50 – 100 houses per year. Councillor R Bassett said that it was important that the infrastructure was in place at the start of the building especially in relation to the

climate emergency and this guidance would give developers information on what the Council wanted.

Councillor N Bedford referred to bricks and how they could be reused when crushed to utilise in building foundations. It was about thinking 'outside the box' as developers would have to supply a list of the building materials that would be used or reused from the start of their building projects. Keeping a register of the building materials used could provide valuable information at a later date, if this was required, for example if legislation changed.

Councillor M Sartin remarked that the two documents had been produced side by side but wanted to confirm that there would not be any conflict between the two documents for the Latton Bush and Water Lane areas, which were in EFDC but within the HGGT? The Interim Assistant Director replied that was correct and that EFDC had used the HGGT version to give a bespoke approach for the District but a lot of it for the strategic sites was very similar to the Garden Town guidance. Councillor Sartin added that the bespoke areas would be around the air quality and the SAC.

RESOLVED:

That the following four recommendations in this report to Cabinet were noted and agreed:

- (1) To agree that the Draft EFDC Sustainability Guidance documents (Major Developments and Minor Developments) and Draft HGGT Sustainability Guidance and Checklist (Strategic Sites) be approved for public consultation for a six-week period, and;
- (2) To agree that the Planning Services Director, in consultation with the Planning and Sustainability Portfolio Holder be authorised to make minor amendments to the Draft EFDC Sustainability Guidance (Major Developments and Minor Developments) prior to the public consultation;
- (3) To note that, following consultation, and any subsequent revisions to the documents, it is intended that the final EFDC Sustainability Guidance and Checklists (Major Developments and Minor Developments), will be considered by Cabinet for endorsement as a material planning consideration for the preparation of masterplans, pre-application advice, assessing planning applications and any other development management purposes within the District.
- (4) To note that, following consultation, and any subsequent revisions to the documents, it is intended that the final HGGT Sustainability Guidance and Checklist, will be agreed as a material planning consideration for the preparation of masterplans, pre-application advice, assessing planning applications and any other development management purposes within the Harlow & Gilston Garden Town.

24. UPDATE ON REVIEW OF SERVICE CHARGES

The Service Manager (Housing Management & Home Ownership), D Fenton, explained that these charges were for additional tenant services, such as maintenance of lifts and cleaning etc, which were charged separately to the rent, and

were taking place across the District. However, this had become challenging as some costs had risen above the rate of CPI. A recent cost analysis had revealed that the Council was in deficit to around £600,000 for 2019/20 through the under recovery of service charges. A report to Cabinet in July 2020 had recommended a review of these service charges. Housing now had a comprehensive list of these additional services and the service charges. Also, the regulations clearly stated that social housing providers needed to charge for services in a fair and consistent way that could be accounted for. This equated to charging the actual cost for the services broken down to each individual property. A final report on the options available to the Council would go to Cabinet in December 2020.

In July 2020, Cabinet recommended the Council's proposed scheme 'more than bricks and mortar' moved to the development stage. This scheme was proposing that additional income raised in the first four years was ringfenced to pay for estate improvements, which would help achieve its mission to 'create great places where people wanted to live'.

Councillor R Bassett thought that the Council should monitor and phase in the new charges. Taking into account that the Council could have a shortfall of income this financial year of some £4 million because of Covid-19, if additional income was ringfenced for four years this could amount to quite a lot of money. Also, some premises had private owners while others had Council tenants, so this needed to be addressed as the Council should not be subsidising private tenants. The Service Manager replied that the deficit was in the general fund not the Housing Revenue Account (HRA), which was ringfenced for Housing functions. It was a lot of money. However, people should go and look at our estates in relation to places where we want people to live, which would require a huge investment. It was a challenging time to create the right environment for tenants. Regarding leaseholders, this was a huge concern. Although they did pay the actual cost of the service charges, the Council could not charge any additional service charges to leaseholders. For example, if the Council had a block of flats where there was no cleaning service but wanted to introduce cleaning, the Council could not do this for the leaseholders, as the lease did not allow the Council to do this.

Councillor S Heap said that with some leaseholders who were subject to the same charges, the Council might need to think of charging for these services in a 'pooling' way and work out what this might be.

Councillor S Murray said it was unfortunate that the service charges review had coincided with the current economic climate on our estates, which had a very mixed tenure. He was a bit concerned that the charges would fall disproportionately on Council tenants rather than private owners, but the biggest concern was the idea of spending the surplus for the next four years on improving the general environment. Once the Council started improving the general environment from the HRA, how would the bulk of the housing stock be included, particularly houses, as most were privately owned? How would the homeowners be included? They would be benefitting from any improvements but how would they be contributing? Was the Council considering a mechanism to charge private owners to also make a financial contribution towards a community environment improvement, which he would like to see? The Service Manager replied that Councillor Murray was right, but the Council could not apportion costs to house owners. Community based projects were the way to go. Some of the Council's estates did need investment, which would improve the whole area, which was ok, because the Council was not just about specific places but stronger places for all the community. The charges would be subject to the universal credit and housing benefit payments. To help people not receiving these

benefits, the Council would be tapering these charges over four years. The improvements would be decided in partnership with officers and as the Council progressed with these improvements hopefully, residents would see that they were getting value for money. These projects would be unique for these communities to help make a difference. Councillor S Murray continued that in some of the Council estates it might be the more articulate people that would be voicing what they wanted, and they might be the people who were not contributing towards them. The Service Manager replied that any scheme proposed would be overseen by the residents committee and she encouraged Councillor Murray to look at the Cabinet paper to see how they were going to be managed.

RESOLVED:

- (1) That the update on the ongoing review of services charges across the District was noted; and
- (2) That the development of the Council's new scheme 'more than bricks and mortar' EFDC Creating great places where people want to live' was noted.

25. COUNCIL HOUSEBUILDING PROGRESS REPORT AND THE FUTURE APPROACH TO SITE SELECTION

The Service Manager (Housing Management & Home Ownership) reported on the progress made across phases 3 and 4 of the Housebuilding programme that had either been completed, were on-site and were currently being procured, as well as its approach to phase 5. Future housing delivery within phase 4 stood at 84 units up to 2021/22, subject to the necessary planning consents. The Council's retained consultant (Metaplan) was reviewing two additional sites. One was a partnership arrangement with St John the Baptist Church, Epping, that comprised 9-10 residential units for key workers and a community building, subject to planning consent. The other was an opportunity to purchase some land at below market value in Waltham Abbey to provide up to 10 affordable units, subject to planning consent.

Phases 1 to 4 had largely been located on garage sites where there had been anti-social behaviour and they were not economically viable to continue with. There were also some other large garage sites that Housing would be looking at. In phase 5, a different approach was being taken in terms of what local members and local residents wanted. This would include additional environmental options and how the area could be improved for the community, such as planting schemes, or how to reconfigure parking to benefit the residents. The Council was looking to adopt the 'Passivhaus' standard, 'Fabric First' as a minimum, to make them as efficient as possible, for example by installing heat pumps. A further report would go to Cabinet in December 2020 on how the Council would be using housing receipts. These sites would be presented at the next Cabinet to recommend progressing to full planning and the allocation of capital funding. Housing would continue to work with Finance to develop a more robust finance reporting system especially around cashflow.

Councillor R Bassett was very impressed with the number of new houses being built and the Council was one of the few councils building council house. Would target dates be impacted by social distancing at work and would Housing be invoking late work penalties? The Service Manager replied that the Queens Road, Buckhurst Hill, site was some 8 – 10 weeks behind schedule but was not going to add a late penalty. She continued that with the other phase 4 works, the Council was at the stage when

the contracts were being finalised as the pandemic started, which had not impacted on the contracts.

Councillor R Morgan was pleased local residents and the parish council would be consulted because Matching had a garage site.

Councillor S Murray said he did not disagree with the Chairman's comments, but the Council's housebuilding programme barely scratched the surface and did not really reflect the need for social housing in the District. There had been 13,000 local authority housing units when he had started at the Council. The right to buy was a positive aspect, but the Council was desperately short of housing stock. He welcomed the community consultative approach to phase 5 and would have welcomed this approach of a wider range of issues at the Council. There had been a number of projects in Loughton that had not been consulted on like this, but he approved of Housing's different consultative approach for phase 5.

Councillor S Heap thought Housing's approach taken thus far was very good and although increased design costs were anticipated by adopting the 'Passivhaus' standard building standard, there would be long-term savings.

RESOLVED:

- (1) That the contents of this progress report on phases 3 and 4 and the approach to site selection of phase 5, of the Council Housebuilding Programme be noted.

26. DATES OF FUTURE MEETINGS

It was noted that the next meeting of the Select Committee would be held on 12 January 2021 at 7.00pm.

STRONGER PLACE SELECT COMMITTEE

TERMS OF REFERENCE 2020/21

Core Areas of Responsibility

- (1) To provide scrutiny for the following corporate projects:
 - Local Plan Delivery;
 - St. Johns Road;
 - North Weald (including masterplanning);
 - Council Housebuilding; and
 - Economic growth, skills and employment;
- (2) To have overview of the performance of the Waste Management Contract and Leisure Management Contract and provide scrutiny of services that are not performing to standard and develop proposals for their improvement; and
- (3) To have overview of the green agenda helping to inform policy and future proofing the place.

Scrutiny Role of the Select Committee

- (1) To engage in policy review and development, with a focus on improvement and how this can be best achieved;
- (2) To develop a work programme each year that effectively scrutinises the areas of responsibility outlined above;
- (3) To consider any matter referred by the Overview and Scrutiny Committee, Cabinet or a Portfolio Holder and to make recommendations as appropriate;
- (4) To consider the effect of Government actions or initiatives that affect the Select Committees areas of responsibility and the impact on customers, residents, businesses and visitors to our district, and to respond to consultation activities as appropriate;
- (5) To establish working groups and task and finish panels to undertake any activity within these terms of reference;
- (6) To undertake pre-scrutiny through the review of specific proposals of the Council and its partner organisations or other local service providers to help develop policy;
- (7) To monitor and review relevant projects and associated closure and benefits reports; and
- (8) To engage with the community and encourage community engagement.

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**Stronger Place Select Committee
Work Programme 2020/21
Chairman: Cllr S Heather**

Stronger Place Corporate Programme Alignment focuses on corporate objectives and our response to Covid-19 recovery.

No.	Item	Deadline	Progress and Comments	Programme of Meetings
1.	Covid-19 – Place	July 2020	COMPLETED - To include reference to: (a) Business support – grant (b) Safer spaces (c) General economic measures and support (d) Local economic business recovery	9 July 2020 29 Sept 2020 12 Jan 2021 29 March 2021
		September 2020	COMPLETED (a) Covid-19 recovery update (b) Safer place (c) Current statistics	
		January 2021	(a) Covid-19 recovery update	
2.	Economic Development: Growth/skills/employment programme	September 2020	DEFERRED to January 2021 (a) Local economic business recovery and resources	
		January 2021	(a) Local economic business recovery and resources (b) Economic improvements (c) Town centre regeneration (d) Digital enablement and gateway	
3.	North Weald Airfield Masterplan Local Plan – update (previously)	July 2020	COMPLETED - To include: (a) Progress / update	
		July 2020	(a) Local Plan progress report including Garden Town and Latton Priory (b) Green Infrastructure consultation update	
	Planning Development and Improvement programme	September 2020	COMPLETED (a) Local Plan progress report	
		January	(a) Local Plan progress report (b) Green Infrastructure Strategy (c) North Weald Airfield Masterplan progress report	
4.	Climate Change (previously)	July 2020	COMPLETED (a) Climate Change and Sustainable Travel update including recruitment (b) Update on tree planting initiatives	

	District Sustainability programme	September 2020	COMPLETED (a) Draft Sustainability Guidance for the District and Harlow Garden Gilston Town
		January 2021 (tbc)	
5.	Epping Town sites (previously)	July 2020	COMPLETED - Progress / update
	Town Centre Development	September 2020	(a) Progress Report (re. Council as the landowner)
		January 2021 (tbc)	(a) Leisure Management Contract - performance and progress update (b) Waste Management Contract - performance and progress update
6.	Sheltered Housing Review (previously)	July 2020	COMPLETED - Report and update
	Community Health and Wellbeing Programme	September 2020	COMPLETED - (a) Service charges review
		January 2021	(b) Sheltered Housing
7.	Council Housebuilding programme	July 2020	COMPLETED - Provide plan for 2020/21
		September 2020	COMPLETED - (a) Council housebuilding progress report (and link to creating Great Places programme)
		January 2021	Draft Housing Revenue Account (HRA) Capital Programme 2021/22 to 2025/26



SCRUTINY



Report to Stronger Place Select Committee

Date of meeting: 12 January 2021

Portfolio: Planning and Sustainability (Cllr Bedford)

Subject: Local Plan update

Officer contact for further information: Alison Blom-Cooper (01992 564066)

Democratic Services Officer: L Kirman (01992 564273)

Recommendations/Decisions Required:

- 1. To note progress on the emerging Local Plan**

Report:

Progress on the emerging Local Plan

1. Following the hearing sessions for the Independent Examination of the Local Plan, the Inspector released her Advice on 2 August 2019. Within her advice the Inspector set out a number of changes to the Plan which are required to remedy issues of soundness in the form of Main Modifications (MMs).
2. In accordance with the high level programme in the Council's response to the Inspector, dated 24 April 2020, the Team worked hard to ensure that the final tranche of Main Modifications were submitted to the Inspector in September with a view to consultation on the MMs in October 2020. However, the Inspector wrote to the Council on 2 October 2020 (ED115) to advise that due to other work commitments during October and November it is likely that she will not be able to provide a full response. We still await further information from the Inspector with a clearer indication of the likely timeframe for her response and proposed timetable for consultation on the Main Modifications.
3. In the meantime the Inspector wrote to the Council on 19 October 2020 to ask whether the amendments to the Use Classes Order which came into force on 1 September 2020 will impact the implementation of policies set out in the emerging Plan. The Council has responded that the changes do not impact on the soundness of the policies in the emerging Plan whilst recognising that in due course some of the policies may need to be updated to reflect the new definitions. In the light of the advanced stage of the emerging Plan and the potential impact of COVID 19 on the recovery of town centres and the future of office floorspaces evidencing any impact of the changes would be difficult. The Council therefore proposes that this is best dealt with in due course as part of a plan review.
4. Following the letter to the Council from the Inspector on 16 July 2020 on the ONS 2018 Household projections (ED111) and the Council's response on 23 September 2020 (ED114 and ED114A), the Inspector has now consulted those who made Regulation 19 representations on these documents. The consultation responses are available on the Council's local plan examination website pages - see <https://www.efdclocalplan.org/local-plan/consultation-on-2018-household-projections/>

5. Further work has progressed to update the Sustainability Appraisal and will be finalised once the MMs have been agreed ready for consultation. In addition the Habitats Regulations Assessment will be updated to take account of the latest air quality and traffic modelling and to address the comments received from Natural England and the Conservators of Epping Forest in respect of recreational pressure and the Draft Green Infrastructure Strategy. A final Green Infrastructure Strategy is due to be reported to Cabinet in February 2021 for adoption.
6. The Interim Air Pollution Mitigation Strategy is the subject of a Portfolio Holder report which will be published on the website shortly. Once adopted, this will enable the Council to lawfully grant planning permission for new development that would result in a net increase in vehicle movements through the Epping Forest Special Area of Conservation. As a result of the consultation, Natural England has now confirmed that if the measures identified in the Interim Air Pollution Mitigation Strategy are secured through appropriate policy wording within the emerging Local Plan to provide the necessary link between the Habitat Regulations Assessment and the mitigation they consider that it could provide a sound strategy for the purposes of avoiding and mitigating air quality impacts on Epping Forest SAC that result from plan led development. The Council will be proposing Main Modifications to Policies DM 2 and DM 22 to the Inspector to address this matter and will be finalising the HRA to take account of the latest evidence. Pending the adoption of the Local Plan the Council can adopt the strategy on an Interim basis to support the Local Plan HRA process and facilitate the determination of planning applications which have the potential to have an adverse effect on the integrity of the Epping Forest SAC in relation to atmospheric pollution without mitigation.
7. The Council currently has around 150 SAC related cases which have been held in abeyance pending the agreement of a mitigation strategy. The proposed sequence for releasing decisions will be as follows:
 - Applications with a Committee resolution to grant permission;
 - Allocated or designated sites that comply with the ambitions of the emerging Local Plan;
 - All other applications in order of validation date.
8. Officers will be reviewing all of the undetermined applications in terms of policy and other material planning considerations, so there may be some refusals in addition to approvals being issued. We are presently making an assessment of the number of applications that are likely to be referred to a committee for decision, and we will engage with Democratic Services to arrange additional committee meetings between January and the end of March 2021 as required in order to ensure we clear the backlog as soon as possible.
9. To support this process the Council has developed a standard S106 template to secure contributions to mitigate the impact of the development on air pollution in accordance with the Interim Strategy. The template will also be used to secure contributions to the interim approach to managing recreational pressures and a sum payable to the Council towards monitoring compliance with the obligations in the S106. A copy of the template is attached as Appendix 1.

Draft Green Infrastructure Strategy

10. The comments received are currently being addressed and the Final strategy will be brought back to Cabinet on 11 February 2021 for endorsement as a material consideration in the determination of planning applications, masterplans/concept frameworks and guide design and implementation processes.

Draft Sustainability Guidance

11. On 19 September 2019 the Council declared a Climate Emergency, including a resolution to do everything within the Council's power to make Epping Forest District Council area carbon neutral by 2030. To support the declaration and policies in the emerging Local Plan in relation to sustainable and high quality design and construction of developments the Council has produced two EFDC draft Sustainability Guidance documents for use across the District; one for Major Developments (10+ units) and one for Minor Developments (1-9 units). This was reported to Cabinet on 19 October and public consultation was undertaken for a six week period from 2 November 2020 to 14 December 2020. The responses will be considered and the final guidance will go back to Cabinet for endorsement as a material consideration currently scheduled for March 2021. Work is also underway to prepare a third document relating to the retrofit and refurbishment of existing buildings which will be the subject of consultation in Spring 2021. The intention is for this guidance to align with the work being projected by the Retrofit Working Group of the London Energy Transformation Initiative (LETI).

MHCLG consultation Supporting housing delivery and public service infrastructure

12. This technical consultation which runs from 3 December to 28 January 2021 <https://www.gov.uk/government/consultations/supporting-housing-delivery-and-public-service-infrastructure> seeks views on proposals for:
 - a new permitted development right for a change of use to residential to create new homes
 - measures to provide public service infrastructure more quickly through expanded permitted development rights and a new streamlined planning application process for hospitals, schools and prisons
 - the approach to simplifying and consolidating existing permitted development rights following changes to the Use Classes Order

Officers are currently considering the implications for the District and a verbal update will be given.

Reason for decision: To provide members with an update on the work to support the delivery of the Local Plan

Options considered and rejected: Not to provide an update – Stronger Place Select Committee has asked for regular reports on the Local Plan

Consultation undertaken: No specific consultation on this report

Resource implications: None – all within agreed budget

Legal and Governance Implications: The Local Plan is being progressed in accordance with Government policy, planning practice guidance, planning law and the appropriate regulations

Safer, Cleaner, Greener Implications: The Local Plan contains a policy designed to promote the notion of making good places to live, work and visit. This will include safer by design principles, sustainable development, the provision of alternatives to the car, energy efficiency and environmental considerations as well as sustainable drainage systems and quality green infrastructure.

Background Papers:

Impact Assessments: completed

DATED

202x

(1)

(2)

in favour of

(3) EPPING FOREST DISTRICT COUNCIL

DEED OF UNILATERAL UNDERTAKING

Under Section 106 Town and Country Planning Act 1990
relating to land at

[ADDRESS]

Planning Application Reference:

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SUMMARY OF PAYMENTS DUE UNDER THIS DEED¹

Air Pollution Contribution	£
Recreation Contribution	£
Monitoring Contribution	£
Legal Fees	£225
TOTAL	£

DRAFT

¹ This summary page is provided for ease of future reference by the parties to the Deed and the Council and does not form part of the operative terms of this Deed.

THIS DEED OF UNDERTAKING is made on

2020

BY

- (1) NAME of ADDRESS ("**the Landowner**")
- (2) NAME (Company Registration Number XXX) of REGISTERED OFFICE ADDRESS ("**the Mortgagee**")

in favour of

- (3) **EPPING FOREST DISTRICT COUNCIL** of Civic Offices, 323 High Street, Epping, Essex CM16 4BZ ("**the Council**")

1. BACKGROUND

- 1.1 For the purpose of the 1990 Act, the Council is the local planning authority for the area in which the Site is situated.
- 1.2 The Landowner is the freehold owner of the Site with registered title number [TITLE NUMBER] at HM Land Registry
- 1.3 The Mortgagee is the proprietor of a charge dated [INSERT DATE] registered against title number [TITLE NUMBER]
- 1.4 The Planning Application has been made to the Council by the Landowner and in granting the Planning Permission the Council considers it expedient that provision should be made for regulating or facilitating the Development or use of the Site in the manner hereinafter appearing and that entering into this Deed will be of benefit to the public
- 1.5 In order to satisfy the tests in Regulation 122 (2) of the Community Infrastructure Levy Regulations 2010 the Council and the other parties are satisfied that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably related in scale and kind to the Development
- 1.6 The Landowner has agreed to enter into this Deed with the intention that the obligations contained in this Deed may, in the event that the Planning Permission is granted, be enforced by the Council against the Landowner and [his/her/their/its] successors in title

- 1.7 This Deed is a Planning Obligation for the purposes of section 106 of the 1990 Act and is entered into by the Landowner to mitigate any adverse effect on the integrity of the European Site as a result of the Development

IT IS HEREBY AGREED as follows:

2. OPERATIVE PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act to the intent that it shall bind the Landowner and [his/her/their/its] successors in title and assigns and the persons claiming under or through them.
- 2.2 This Deed creates planning obligations for the purposes of Section 106 of the 1990 Act and such obligations and covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in Section 106 of the 1990 Act
- 2.3 This Deed shall come into effect on the date of this Deed

3. DEFINITIONS AND INTERPRETATION

- 3.1 In this Deed (which includes the Schedules and Appendices to it) the following words and expressions have the following meanings:

"1990 Act" the Town and Country Planning Act 1990 ([as amended](#))

"Air Pollution Contribution" the sum of [AMOUNT IN WORDS (£)] Index Linked payable to the Council as a financial contribution to mitigate the impact of the Development on air pollution at the European Site in accordance with the Epping Forest Air Pollution Mitigation Strategy

"Commencement of Development" solely for the purposes of this Deed and for no other purpose to initiate the Development by carrying out a material operation as defined in section 56(4) of the 1990 Act. Where used in the context of part of the Development Commence means the carrying out of a material operation on that part. The terms "**Commencement**" and "**Commenced**" and "**Commence Development**", "**Commencement Date**" and other congruent terms are to be construed accordingly. The following matters do not constitute a

material operation and consequently shall not individually or together constitute Commencement:

- (a) Demolition;
- (b) Site clearance;
- (c) Site investigations, testing or surveys;
- (d) The provision of underground drainage and sewers and the laying and diversion of other services and service medium;
- (e) Archaeological investigations and digs;
- (f) Ecological surveys, investigations or assessments;
- (g) Decontamination and remediation works;
- (h) The construction of boundary fencing or hoardings (including the erection of an enclosure for the purpose of site security);
- (i) The construction of a temporary site compound and welfare facilities / buildings / enclosures

"Development"

the development of the Site [INSERT DETAILS] all in accordance with the Planning Permission

"Epping Forest Air Pollution Mitigation Strategy"

the "Epping Forest Air Pollution Mitigation Strategy: Managing the Effects of Air Pollution on the Epping Forest Special Area of Conservation" document adopted by the Council on [DATE] which was developed to support the implementation of policies DM2 and DM22 of the Epping Forest District Local Plan 2011-2033

"European Site"

all that land designated on 1 April 2015 under Article 4(4) of Council Directive 92/43/EEC on the Conservation of Natural Habitats and of Wild Flora and Fauna known as the Epping Forest Special Area of Conservation designated for the purpose of protecting three qualifying habitats namely beech forests on acid

soil, European dry heaths and North Atlantic wet heaths with cross-leaved heath and one qualifying species namely the Stag Beetle

"Index"

the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Council may direct

"Index-Linking"

the recalculation of any payment specified in this Deed by applying the following formula:-

$$A \times \frac{B}{C} = D$$

Where:

A = the payment specified in this Deed

B = the figure shown in the relevant Index for the month last published prior to the date the payment is made under this Deed

C = the figure shown in the relevant Index for the month immediately prior to the date of this Deed

D = the recalculated sum payable

and "**Index-Linked**" and other congruent terms shall be construed accordingly

"Interest"

interest at four (4) per cent above the base lending rate of the Bank of England from time to time

"Interim Mitigation Strategy"

the "Interim Approach to Managing Recreational Pressures on the Epping Forest Special Area of Conservation" document adopted by the Council in October 2018 to support the implementation of policies DM2 and DM22 of the Epping Forest District Local Plan 2011-2033

"Monitoring Contribution"	the sum of [AMOUNT IN WORDS (£)] payable to the Council towards monitoring compliance with the obligations in this Deed
"Party"	a party to this Deed and "Parties" shall be construed accordingly
"Plan"	the site plan attached to this Deed
"Planning Application"	the application for [outline] planning permission submitted to the Council by the Landowner for the [DESCRIPTION] and given application reference number EPP/[INSERT]
"Recreation Contribution"	the sum of [AMOUNT IN WORDS (£)] Index Linked payable to the Council as a financial contribution towards the maintenance, improvement, management, access management and monitoring of the European Site to mitigate the recreational impact of the Development on the European Site in accordance with the Interim Mitigation Strategy
"Planning Permission"	the planning permission granted pursuant to the Planning Application
"Regulations"	the Conservation of Habitats and Species Regulations 2017
"Site"	the land against which this Deed may be enforced known as [] shown for identification purposes edged red on the Plan
"Working Day"	any day of the week other than Saturday, Sunday or any bank holiday and any other day upon which the Council's offices are closed to the public

- 3.2 In this Deed, unless otherwise indicated, reference to:
- 3.2.1 The Landowner or the Council or any one or more of them shall include reference to their respective successors in title and to persons claiming through or under them;
 - 3.2.2 Recital, clause, sub-clause, paragraph number, schedule, appendix or plan is a reference to a recital, clause or sub-clause of, paragraph number of, schedule to, appendix to or plan annexed to this Deed;
 - 3.2.3 Words importing the singular meaning include the plural meaning and vice versa;
 - 3.2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner; and
 - 3.2.5 Statute shall include any amendment, modification, extension, consolidation or re-enactment of that statute for the time being in force and in each case shall include (as relevant) all statutory instruments, orders, regulations and directions for the time being made, issued or given under that statute or deriving validity from it.
- 3.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this Deed.
- 3.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 3.5 Where in this Deed a Party covenants:
- 3.5.1 to do something, that shall also be a covenant to procure that that something is done; and
 - 3.5.2 not to do something, that shall also be a covenant not to permit or allow that something to be done
4. **LEGAL BASIS**
- 4.1 This Deed is made under
- 4.1.1 Section 106 of the 1990 Act; and
 - 4.1.2 Section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.

- 4.2 The obligations, covenants and undertakings on the part of the Landowner in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and so bind the Landowner's interest in the Site.
- 4.3 The obligations, covenants and undertakings on the part of the Landowner are entered into with the intent that they are enforceable not only against the Owner but also against any successors in title or assigns of the Landowner and any person claiming through or under the Landowner an interest or estate in the Site or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it.
- 4.4 Insofar as any obligations, covenants and undertakings in Clause 4.2 are not capable of falling within section 106 of the 1990 Act they are entered into in pursuance of the relevant powers referred to in Clause 4.1.2.
- 4.5 References to the Landowner include [his/her/its/their] heirs, assigns, successors in title and persons deriving title through or under [him/her/it/them].
- 4.6 References in this Deed to the Council include its respective successors in statutory function and include persons deriving title through or under it.
- 4.7 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of their statutory powers, duties, functions or discretions in relation to the Site or otherwise.
- 5. OBLIGATIONS OF THE LANDOWNER**
- 5.1 The Landowner covenants with the Council to comply with each obligation, covenant and undertaking given on the part of the Landowner in this Deed as set out in the Schedule.
- 5.2 The Landowner shall upon the date hereof pay to the Council its reasonable and proper legal expenses in connection with the preparation completion and registration of this Deed in the sum of TWO HUNDRED AND TWENTY-FIVE POUNDS (£225) (no VAT)
- 5.3 The Landowner shall upon parting with all of [his/her/their/its] interest in the Site be released from all obligations, rights and duties under the terms of this Deed but shall remain liable for any breaches of this Deed occurring before parting with such interest.
- 5.4 The Landowner covenants to give the Council written notice of any change in ownership of any of [his/her/their/its] interests in the Site occurring before all the obligations under this Deed have been discharged.
- 5.5 The notice referred to in Clause 5.4 above shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

6. GENERAL

- 6.1 Any covenant by the Landowner not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 6.2 The Landowner acknowledges that nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity and the respective rights powers duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised.
- 6.3 Any obligation covenant or undertaking contained herein by any of the parties which comprise more than one person or entity shall be joint and several and where any obligation covenant or undertaking is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 6.4 If any provision of this Deed is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend those provisions in such a reasonable manner so as to achieve the intention of the parties provided that any party may seek the consent of the other or others to the termination of this Deed on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.
- 6.5 No variation to this Deed shall be effective unless first approved by the Council and made by deed or pursuant to the determination of an application made under Section 106A of the 1990 Act.
- 6.6 Failure by the Council to enforce at any time or for any period any one or more of the terms or conditions of this Deed shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Deed.
- 6.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.8 This Deed will end (to the extent it has not already been complied with), if the Planning Permission
- 6.8.1 is quashed, revoked or otherwise withdrawn at any time so as to render this Deed or any part of it irrelevant, impractical or unviable; or
 - 6.8.2 expires before Commencement

7. MORTGAGEE'S CONSENT

7.1 Subject to Clause 7.2 the Mortgagee acknowledges and declares that this Deed has been entered into by the Landowner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed

7.2 The Mortgagee shall have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations, covenants and undertakings as if it were a person deriving title from the Landowner

8. SUCCESSORS IN TITLE

8.1 If the Landowner or any person disposes of its entire interest in the Site or in any part of it that Party or person will be released from its obligations in this Deed which will no longer be enforceable against that Party or person in relation to the Site or that part of the Site disposed of (as relevant), except to the extent that disposal is the grant of an easement, restriction, restrictive covenant or similar.

8.2 The release of any person under Clause 8.1 is without prejudice to any subsisting liability for any antecedent breach or antecedent failure to comply with its obligations arising before parting with that interest.

9. OTHER DEVELOPMENT

9.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

10.1 The Landowner declares that no person, other than the Council, shall be entitled to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999

11. NOTICES

11.1 Any notice or other written communication to be served on a Party or given by one Party to any other under the provisions of this Deed will be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party on whom it is to be served or to whom it is to be given and will conclusively be deemed to have been received:

11.1.1 If delivered by hand or courier, on the next Working Day after the day of delivery;

11.1.2 If sent by post, the day 2 Working Days after the date of posting; or

11.1.3 If sent by recorded delivery, at the time delivery was signed for.

- 11.2 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 11.3 Where proceedings have been issued in the Courts of England the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.
- 11.4 A notice or communication will be served or given
- 11.4.1 On the Council at the address first given above marked for the attention of [TBI] quoting the Planning Application reference number;
- 11.4.2 On the Landowner at the address first given above or such other address as notified in writing to the Council from time to time;
- 11.4.3 On the Mortgagee at is registered office from time to time or such other address as notified in writing to the Council from time to time, marked for the attention of [];

12. **LOCAL LAND CHARGE REGISTRATION**

- 12.1 This Deed is a Local Land Charge and the Landowner accepts that it shall be registered as such by the Council in the Local Land Charges Register.

13. **JURISDICTION AND LEGAL EFFECT**

- 13.1 This Deed will be governed by and interpreted in accordance with the law of England and Wales and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 13.2 If any provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect the validity or enforceability of the remaining provisions of this Deed.

14. **VAT**

- 14.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any properly payable VAT.
- 14.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

15. **INDEX-LINKING**

15.1 Any sum referred to in this Deed or in the Schedules to this Deed as being payable by any Party shall be Index-Linked.

16. LATE PAYMENT

16.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council, if any payment of any sum referred to herein shall have become due but shall remain unpaid the Landowner shall pay on demand to the Council Interest from the date when the same became due until payment thereof.

17. SPEND IN ADVANCE

17.1 The Landowner acknowledges and agrees that if prior to the receipt of any financial contribution payable under the terms of this Deed the Council incurs any expenditure in providing facilities or services to which this Deed authorises such financial contributions to be applied then the Council may immediately following receipt of such financial contributions deduct therefrom sums equivalent to such expenditure.

IN WITNESS whereof this document has been executed as a Deed and delivered the day and year first before written

SCHEDULE – OBLIGATIONS

NOTICE OF COMMENCEMENT OF DEVELOPMENT

1. At least ten (10) working days prior to Commencement of Development written notice confirming the date of Commencement of Development shall be given to the Council (addressed to [JOB TITLE OF OFFICER] at the Council's address at the head of this Deed or to such other address as at the relevant date of service appears on the Council's website for the service of documents) such notice to include the proposed date for such Commencement of Development together with details of the person or body who or which shall constitute the Landowner at the time of such Commencement of Development and quoting the Planning Application reference number.
2. Not to Commence Development unless and until the written notice referred to in paragraph 1 above has been given to the Council.

PAYMENT OF FINANCIAL CONTRIBUTIONS

3. To pay the Air Pollution Contribution to the Council in cleared funds prior to the Commencement of Development.
4. To pay the Recreation Contribution to the Council in cleared funds prior to the Commencement of Development.

Appendix 3 to PFH report on adoption of the Interim Air Pollution Mitigation Strategy
S106 template

5. To pay the Monitoring Contribution to the Council in cleared funds prior to the Commencement of Development
6. Not to Commence Development unless and until the Air Pollution Contribution, the Recreation Contribution and the Monitoring Contribution have been paid in full to the Council.

DRAFT

APPENDIX – PLAN

DRAFT

[EXECUTION CLAUSE FOR INDIVIDUALS]

SIGNED AS A DEED BY
[insert name of party]

Signature

in the presence of:

Witness Signature

WITNESS

Name

Address

Occupation

SIGNED AS A DEED BY
[insert name of party]

Signature

in the presence of:

Witness Signature

WITNESS

Name

Address

.....

.....
Occupation

[EXECUTION CLAUSE FOR COMPANY WITHOUT SEAL]

EXECUTED AS A DEED BY
[insert name of party] acting by [two
Directors]/ [a Director and the Company
Secretary]

Signature
[Director]

Signature
[Secretary / Director]

OR

EXECUTED AS A DEED BY
[insert name of party] acting by a Director

Signature
[Director]

in the presence of:

Witness Signature

WITNESS

Name

Address

.....

.....

Occupation

[EXECUTION CLAUSE FOR COMPANY WITH SEAL]

EXECUTED AS A DEED by affixing the
Common Seal of [insert name of party] in
the presence of:

Signature
[Director]

Signature
[Secretary / Director]

[EXECUTION CLAUSE FOR LIMITED LIABILITY PARTNERSHIP WITHOUT SEAL]

EXECUTED AS A DEED BY
[insert name of party] acting by two
members

Signature
[Member]

Signature
[Member]

OR

EXECUTED AS A DEED BY
[insert name of party] acting by a member

Signature
[Member]

in the presence of:

Witness Signature

WITNESS

Name
Address
.....
.....
Occupation

[EXECUTION CLAUSE FOR LIMITED LIABILITY PARTNERSHIP WITH SEAL]

EXECUTED AS A DEED by affixing the
Common Seal of [insert name of party] in
the presence of:

Signature
[Member]

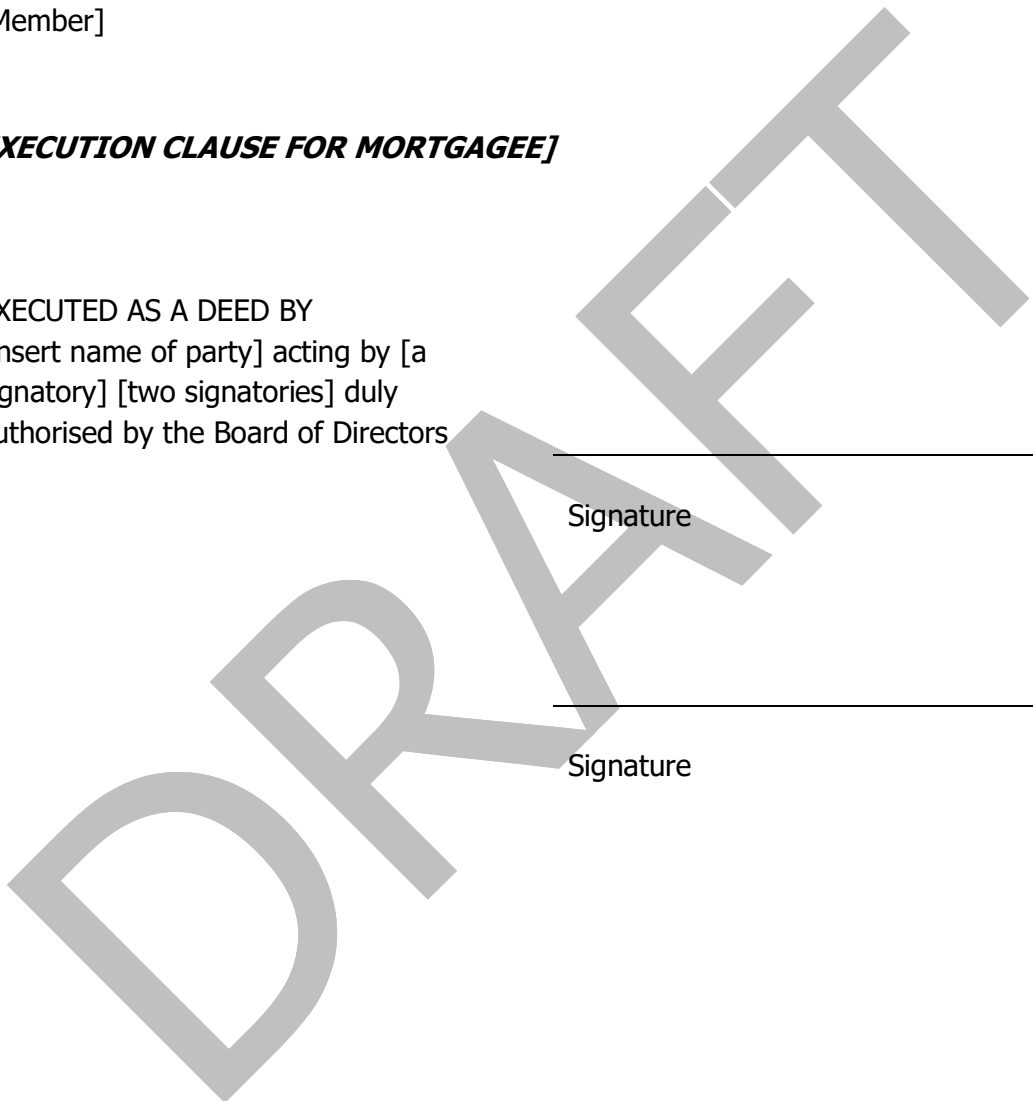
Signature
[Member]

[EXECUTION CLAUSE FOR MORTGAGEE]

EXECUTED AS A DEED BY
[insert name of party] acting by [a
signatory] [two signatories] duly
authorised by the Board of Directors

Signature

Signature



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