



# Agenda

## Policy, Resources & Economic Development Committee

Wednesday, 9 March 2022 at 7.00 pm

Council Chamber, Town Hall, Ingrave Road, Brentwood CM15 8AY

### Membership (Quorum – 3 )

Cllrs Hossack (Chair), Parker (Vice-Chair), Barrett, S Cloke, Lewis, Mynott, Mrs Pearson, Poppy and Wagland

### Substitute Members

Cllrs Aspinell, Dr Barrett, Mrs Hones, Kendall, McLaren and Russell

### Agenda

Item	Item	Wards(s) Affected	Page No
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### Live broadcast

[Live broadcast to start at 7pm and available for repeat viewing.](#)

- |    |  |           |         |
|----|--|-----------|---------|
| 1. | Apologies for absence  |           |         |
| 2. | Minutes of the previous meeting  |           | 5 - 12  |
| 3. | Year in Review Presentation<br>A presentation will be given to the committee on the night. |           | 13 - 14 |
| 4. | Corporate Asset Strategy 2022-25<br>TO FOLLOW  | All Wards |         |
| 5. | Click It Local Extension   | All Wards | 15 - 20 |
| 6. | Community Infrastructure Levy  | All Wards | 21 - 58 |

**7. EXEMPT - Seven Arches Investments Limited 2020/21  
Business Plan**

All Wards 59 - 62

The report/appendices are confidential by virtue of the likely disclosure of information exempt under para. 1 and 3 of Part 1 to Schedule 12A to the Local Government Act 1972, namely information relating to any individual and information relating to the financial or business affairs of any particular person (including the Council).

**8. Urgent Business**

A handwritten signature in black ink, appearing to read 'Jonathan Stephenson', is written over a horizontal line.

Jonathan Stephenson  
Chief Executive

Town Hall  
Brentwood, Essex  
01.03.2022

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### Information for Members

#### Substitutes

The names of substitutes shall be announced at the start of the meeting by the Chair and the substitution shall cease at the end of the meeting.

Where substitution is permitted, substitutes for quasi judicial/regulatory committees must be drawn from Members who have received training in quasi- judicial/regulatory decision making. If a casual vacancy occurs on a quasi judicial/regulatory committee it will not be filled until the nominated member has been trained.

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#### Rights to Attend and Speak

Any Members may attend any Committee to which these procedure rules apply.

A Member who is not a member of the Committee may speak at the meeting. The Member may speak at the Chair's discretion, it being the expectation that a Member will be allowed to speak on a ward matter.

Members requiring further information, or with specific questions, are asked to raise these with the appropriate officer at least two working days before the meeting.

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#### Point of Order/ Personal explanation/ Point of Information

##### Point of Order

A member may raise a point of order at any time. The Mayor will hear them immediately. A point of order may only relate to an alleged breach of these Procedure Rules or the law. The Member must indicate the rule or law and the way in which they consider it has been broken. The ruling of the Mayor on the point of order will be final.

##### Personal Explanation

A member may make a personal explanation at any time. A personal explanation must relate to some material part of an earlier speech by the member which may appear to have been misunderstood in the present debate, or outside of the meeting. The ruling of the Mayor on the admissibility of a personal explanation will be final.

##### Point of Information or clarification

A point of information or clarification must relate to the matter being debated. If a Member wishes to raise a point of information, he/she must first seek the permission of the Mayor. The Member must specify the nature of the information he/she wishes to provide and its importance to the current debate. If the Mayor gives his/her permission, the Member will give the additional information succinctly. Points of Information or clarification should be used in exceptional circumstances and should not be used to interrupt other speakers or to make a further speech when he/she has already spoken during the debate. The ruling of the Mayor on the admissibility of a point of information or clarification will be final.

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### Information for Members of the Public

#### Access to Information and Meetings

You have the right to attend all meetings of the Council and Committees. You also have the right to see the agenda, which will be published no later than 5 working days before the meeting, and minutes once they are published.

Dates of the meetings are available at [www.brentwood.gov.uk](http://www.brentwood.gov.uk).

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#### Guidelines on filming, photography, recording and use of social media at council and committee meetings

The council welcomes the filming, photography, recording and use of social media at council and committee meetings as a means of reporting on its proceedings because it helps to make the council more transparent and accountable to its local communities.

Where members of the public use a laptop, tablet device, smart phone or similar devices to make recordings, these devices must be set to 'silent' mode to avoid interrupting proceedings of the council or committee.

If you wish to record the proceedings of a meeting and have any special requirements or are intending to bring in large equipment then please contact the Communications Team before the meeting.

The use of flash photography or additional lighting may be allowed provided it has been discussed prior to the meeting and agreement reached to ensure that it will not disrupt proceedings.

The Chair of the meeting may terminate or suspend filming, photography, recording and use of social media if any of

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these activities, in their opinion, are disrupting proceedings at the meeting.

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 **Private Session**

Occasionally meetings will need to discuss some of its business in private. This can only happen on a limited range of issues, which are set by law. When a Committee does so, you will be asked to leave the meeting.

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 **Evacuation Procedures**

Evacuate the building using the nearest available exit and congregate at the assembly point in the Car Park.



## Minutes

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### Policy, Resources & Economic Development Committee Wednesday, 2nd February, 2022

#### Attendance

Cllr Hossack (Chair)	Cllr Mynott
Cllr Parker (Vice-Chair)	Cllr Mrs Pearson
Cllr Barrett	Cllr Poppy
Cllr S Cloke	Cllr Wagland
Cllr Lewis	

#### Also Present

Cllr Aspinell  
Cllr J Cloke  
Cllr Mrs Pound

Nick Binder - Parking Partnership Manager

#### Officers Present

Kim Anderson	- Partnership, Leisure and Funding Manager
Phoebe Barnes	- Corporate Manager - Finance
Greg Campbell	- Corporate Director (Environment & Communities)
Phil Drane	- Corporate Director (Planning and Economy)
Mike Dun	- Trade Waste Officer
Zoey Foakes	- Governance & Member Support Officer
Amanda Julian	- Corporate Director (Law and Governance) and Monitoring Officer
Steve Summers	- Strategic Director (Deputy Chief Executive)
Jacqueline Mellaerts	Van - Corporate Director (Finance & Resources)
Jonathan Stephenson	- Chief Executive
Ian Winslet	- Strategic Director - Regeneration and Housing Development
Nick Binder	- Parking Partnership Manager

## LIVE BROADCAST

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### 279. Apologies for absence

No apologies were received for this committee meeting.

### 280. Minutes of the previous meeting

The minutes of the Policy, Resources and Economic Development meeting held on 24<sup>th</sup> November 2021 were approved as a true record.

### 281. South Essex Parking Partnership - Proposed New Term for the Partnership Agreement

The current 11-year term of the South Essex Parking Partnership (SEPP) Joint Committee Agreement ends on 31 March 2022. The purpose of this report sought approval from the Council to a new offer from Essex County Council (ECC) to continue the operation into a new term under a new Joint Committee Agreement, commencing on 1 April 2022. The proposed term is five years with the option to extend a further twelve months on three consecutive occasions. The proposed Agreement was considered by the SEPP Joint Committee on 28 October 2021. It unanimously supported its proposed terms and recommended that its constituent councils formally approve them.

The Chair wanted to thank Parking Enforcement Team Leader, Emma Cross and the team for their role in Brentwood.

After a full discussion, Cllr Hossack **MOVED** and Cllr Parker **SECONDED** the recommendations in the report. A vote was taken and it was **RESOLVED**:

**That Members formally agree to the proposed terms of the new offer from Essex County Council to enter into a new South Essex Parking Partnership Joint Committee Agreement from 1 April 2022. Refer to Appendix A for details of the proposal.**

### 282. Order of the agenda amendment

The Chair amended the order of the agenda to take Item 9 after Item 3. This was agreed by the committee.

### 283. Response to the Transport East 30-Year Strategy

This report sought approval on a formal response to the Transport East Draft Transport Strategy public consultation "A 30-year transport strategy for the East". The strategy is informed by the East's unique contribution to the UK

and specific challenges throughout the region. It identified a vision and four strategic priorities (decarbonisation to net-zero; connecting growing towns and cities; energising coastal and rural communities; and unlocking international gateways). It identified six core corridors that play a vital role in the movement of people and goods in the East, two of which flow through the borough.

A proposed response to the consultation on behalf of the Council is set out in Appendix A. This is broadly supportive of the high level aims of the 30-year strategy but raised concern that some of the specific transport issues in the borough are not sufficiently referenced. A consultation brochure providing an overview of the strategy is set out in Appendix B.

After a full discussion, Cllr Hossack **MOVED** and Cllr Parker **SECONDED** the recommendations in the report. A vote was taken and it was **RESOLVED UNANIMOUSLY**.

**Members are asked to:**

**R1. Approve the response to the Transport East 30-Year Strategy consultation, as set out in Appendix A.**

**Reasons for Recommendation:**

Transport East is setting a collective vision for the future of transport in Essex (and beyond), through a partnership that Brentwood Borough Council is part of. The proposed response set out in Appendix A on behalf of the Council expresses support for the 30-year strategy but challenges specific issues relevant to the borough that at present are not sufficiently covered. Ongoing partnership working with Transport East would enable these issues to be discussed and tackled.

#### **284. Financial Initiatives Group (FIG)**

Members were aware that one of the key objectives within the Council's Corporate Strategic Plan 2020-2025 is to sustain £1 million revenue via commercial activities to reduce the council's revenue budget gap.

To assist with this objective and meet the targets set out in the Council's Medium Term Financial Strategy and build on the initiatives already developed it was considered appropriate to introduce a member's cross working party, re-named Financial Initiatives Group (FIG) to review and develop financial initiatives for presentation to and consideration by this committee.

On 30 September it was resolved at this committee to set up formal cross party members Financial Initiatives Group (FIG) and the Terms of Reference were agreed.

This Group would be led by Cllr White and met in November and a total of 13 opportunities have been identified and collated by impact and priority. The group will feedback to PRED on a regular basis to monitor progress.

This item was information only and no voting was required.

## **285. Brentwood Regeneration Fund**

The Council, in its 'Brentwood 2025' Corporate Strategy, had stated 'Growing our Economy' as a central plank of its ambition and had committed to developing a culture that supported the creation of new enterprise, inward investment and the growth of existing business. Regeneration of housing and other sites in the Borough is central to this ambition and the Council was already directly delivering affordable housing to support local families and, in turn, their contribution to the local economy. The Council is now looking at how it might go further with this social purpose activity and proactively facilitate regeneration projects where sites are stalled and where some financial intervention, through a dedicated 'Regeneration Fund' might unlock development and help accelerate delivery.

A presentation on the Regeneration Fund was given to the Committee by Ian Winslet.

After a full discussion, Cllr Hossack **MOVED** and Cllr Parker **SECONDED** the recommendations in the report. A vote was taken and it was **RESOLVED**.

**Members are requested to:**

**Approve the establishment of a 'Brentwood Regeneration Fund' to support commercial regeneration projects in the Borough. Subject to approval of the fund, specific opportunities for the allocation of fund finance will brought to this committee for consideration as they arise.**

## **286. Fees and Charges**

Fees and charges made by the Council for various services are reviewed on an annual basis by the relevant Committees relating to the services provided. During the municipal year Chairs of the relevant committees deferred the proposed fees and charges pending further review of the proposed charges considering the current economic climate and the increase in inflationary costs. Officers alongside chairs have reviewed and revised the fees and charges since they were deferred, and they are being brought in totality to the Policy Resources and Economic Development committee for approval. Recommended amendments to the fees and charges are incorporated into the budget setting process to take effect from the following financial year.

An updated version of Appendix D is appended to the minutes and was what members used to vote on.

After a full discussion, Cllr Hossack **MOVED** and Cllr Parker **SECONDED** the recommendations in the report. A vote was taken and it was **RESOLVED**.

**Members are asked to:**



**R1. Agree to the proposed charges for 2022/23 as attached in Appendix A-E and recommend for approval at Ordinary Council on 23rd February 2022.**

### **Reasons for Recommendation**

Officers review fees and charges annually and this will be used to inform the 2022/23 budget setting process.

## **287. Budget 2022/23**

This report and appendices sets out all the relevant information in support of setting the Councils Budget for General Fund services and Council Tax for 2022/23, together with financial forecast information through to 2024/25. Also included is information on the Housing Revenue Account (HRA) budget for 2022/23 and the Capital Programme 2022/23 to 2024/25.

- (i) Appendix A - The General Fund budget proposals for 2022/23 to 2024/25.
- (ii) Appendix B - The Housing Revenue Account (HRA) budget proposals for 2022/23 onwards.
- (iii) Appendix C - The Capital and Investment Strategy for 2022/23 including the Councils capital Programme 2022/23 to 2024/25
- (iv) Appendix D - Pay Policy Statement
- (v) Appendix E - Section 151 Officers Assurance Statement and useful information
- (vi) Appendix F: Corporate Strategy Budget Summary

The Policy, Resources and Economic Development Committee is required to consider the proposals and make recommendations to Ordinary Council for approval on 23rd February 2022.

The figures presented summarise the detailed service budgets, together with known adjustments including the impact of the provisional central government grant funding along with financial implications of COVID-19.

The key elements of the proposed budget are:

General Fund:

- 1) £5 increase in Council Tax for 2022/23 for Brentwood Council services.
- 2) Earmarked Reserves to set aside appropriate balances to mitigate future financial risk and build up in borough regeneration.
- 3) Future uncertainty of Local Government Financing.

Housing Revenue Account:

- 1) For 2022/23 a budget that delivers a small surplus of £34k.
- 2) Increase in rents of CPI plus 1% per annum; equating to 4.1%.
- 3) Continued investment in the delivery of Decent Homes and Development of Housing within the Borough.

4) Significant investment in the Strategic Housing Delivery Programme ensuring the 30 year business plan is sustainable.

Capital:

- 1) Total capital investment of £41.420 million in 2022/23
- 2) Subsequent investment of £38.9 million & £22.3million from 2023 to 2025.

The Chair thanked officers Mrs Van Mellaerts, Ms Barnes and the finance team on work produced.

After a full discussion, Cllr Hossack **MOVED** and Cllr Parker **SECONDED** the recommendations in the report. A vote was taken and it was **RESOLVED**.

**Members are asked to:**

**R1. Approve the proposals for the General Fund Budget and MediumTerm Financial Strategy as set out in Appendix A and recommend to Ordinary Council for approval on 23rd February 2022.**

**R2. Recommend that Council Tax has a £5 increase for 2022/23, the charge of Band D property increasing to £198.63 per annum for Brentwood Council services only.**

**R3. Approve proposals for the HRA budget 2022/23 including the 30 year HRA Business Plan within Appendix B and recommend to Ordinary Council for approval on 23rd February 2022.**

**R4. Approve an increase to rents for 2022/23 by CPI plus 1%**

**R5. Approve the Capital and Investment Strategy in Appendix C including the Capital Programme and recommend to Ordinary Council for approval on 23rd February 2022.**

**R6. To note the Pay Policy Statement in Appendix D and recommend for approval at Ordinary Council on 23rd February 2022.**

**R7. To note the Section 151 Officers Assurance Statement in Appendix E when recommending all for approval to Ordinary Council on 23<sup>rd</sup> February 2022.**

**Reasons for Recommendation**

Effective financial management underpins all of the priorities for the Council and will enable the Council to operate within a sustainable budget environment.

The Council is required to approve the Budget as part of the Budget and Policy Framework Page.

A vote was taken on Standing Orders and it was **UNANIMOUSLY AGREED** to extend the meeting for a further 30 minutes.

## **288. Economic Development Work Programme 2021-2025**

In November 2021 Policy, Resources and Economic Development Committee approved an Economic Development Strategy that identifies objectives to deliver corporate priorities for economic growth. A work programme has been developed to guide the work of the Economic Development Team in delivering these objectives (Appendix A). This will be brought to the committee on a regular basis so that information on progress delivering the objectives can be monitored by Members.

The Chair commended the work undertaken by Mrs Edmonds and the Economic Development Team.

After a full discussion, Cllr Hossack **MOVED** and Cllr Parker **SECONDED** the recommendations in the report. A vote was taken and it was **RESOLVED**.

**Members are asked to:**

**R1. Endorse the Economic Development work programme as set out in Appendix A.**

**R2. Agree that the work programme is brought back to Policy, Resources and Economic Development Committee on a regular basis to inform Members on objectives and progress.**

### **Reasons for Recommendation**

The Economic Development Strategy 2021-2025 is critical to the delivery of the Corporate Strategy 2020-2025. The work programme sitting behind the Strategy details the specific projects and actions needed to achieve on the objectives.

## **289. Urgent Business**

There were no items of urgent business to discuss.

The meeting concluded at 9.25pm.

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## **Year In Review**

A presentation will be given to the committee on the night.

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<b>Committee(s):</b> Policy, Resources and Economic Development Committee	<b>Date:</b> 9 March 2022
<b>Subject:</b> Click It Local Extension	<b>Wards Affected:</b> All
<b>Report of:</b> Phil Drane, Corporate Director (Planning & Economy)	<b>Public</b>
<b>Report Author/s:</b> Name: Laurie Edmonds, Corporate Manager (Economic Development) Telephone: 01277 312500 E-mail: laurie.edmonds@brentwood.gov.uk	<b>For Decision</b>

## Summary

In the face of lockdowns and restricted access to retail businesses during COVID-19, the council has signed up to the Click It Local platform to help generate sales for local retail businesses. This is in line with 2021-22 key objectives to encourage people to do business in the borough as part of the wider corporate priority to grow the economy. Click It Local allows customers to purchase from multiple independent businesses in one place, make one payment and have one consolidated delivery or collection. The platform is currently supporting 32 local independent businesses.

The contract with Click It Local ends in March 2022. This report provides an update on the impacts that the platform is having with regard to economic growth, as part of regular updates to the committee.

## Recommendation(s)

**Members are asked to:**

**R1. Endorse extending the council's Click It Local contract by six months.**

## Main Report

### **Introduction and Background**

1. Throughout 2020, retail businesses saw their footfall severely impacted by COVID-19 regulations. In response to the changing shopping habits of local residents during the pandemic, the council sought a solution to enable local independent shops to be able to compete with the likes of Amazon on convenience and choice.

2. The council evaluated several “shop local” platforms, such as Click It Local, ShopAppy and Totally Locally. Click It Local was chosen as the preferred supplier for several reasons, including the ability to purchase from multiple independent businesses in one place, make one payment and have one consolidated delivery or collection – either on the same-day, next-day or a date of the customer’s choice.
3. Click It Local launched in the borough on 9 March 2021 as part of an initial 12-month contract.
4. The initial contract value totalled £35,000. The contract included:
  - a. Access to the Click It Local platform;
  - b. Four months of 0% store fee, 8 months of 7.5% store fee;
  - c. Onboarding of businesses, including shop site visits, uploading products and taking photos;
  - d. Delivery infrastructure;
  - e. Marketing and social media support for participating shops;
  - f. Dedicated area manager; and
  - g. Monthly reports.
5. Click It Local is promoting the platform through organic and paid social media, weekly newsletters, pay-per-click Google advertisement campaigns, window stickers and flyers for participating businesses, local PR in the Brentwood Gazette and other publications, paid advertising at Shenfield station and targeted door drop leaflet campaigns.
6. The council has provided further support by promoting through its own social media channels, placing banners on council property and putting a window display in an empty unit on Ongar Road. The Click It Local team had a complimentary stall at The Pop-Up Marketplace on 4 September and attended the 2021 Brentwood Business Showcase to hand out flyers.
7. In addition to Brentwood Borough, eight other Essex districts are signed up to Click It Local: Rochford, Chelmsford, Colchester, Epping Forest, Uttlesford, Braintree, Tendring and Maldon. Chelmsford, Colchester, Braintree, Tendring and Maldon have procured Click It Local through the North Essex Economic Board (NEEB).



8. Click It Local Brentwood currently has 32 businesses on the platform. Participating shops include a mix of high street retailers and home-based businesses.
9. As of 31 January 2022, Click It Local has generated £25,939 from 836 individual orders. Whilst the platform is not performing as well as we would like locally, we have seen comparison figures for Essex that show that we are third best performing area in terms of total sales.
10. The platform currently has a good mix of shops and products. The primary issue facing Click It Local is customer acquisition. Click It Local have trialled different approaches. Currently they are finding that discounts and free deliveries is the most effective method of generating site visits and sales.
11. Click It Local will be launching a crowd funding campaign this spring to raise funds to make further improvements to the platform, including the creation of an app.

#### **Issue, Options and Analysis of Options**

12. The current Click It Local Brentwood contract comes to an end on 8 March 2022.
13. The North Essex Economic Board contract comes to an end in September 2022.
14. The council has two options:
  - a. Renew the Click It Local Brentwood contract for an additional six months for £15,000; or
  - b. Not renew the contract. The platform would still be active but with no local door-to-door deliveries and no direct support from the area manager.
15. As part of their COVID “shop local” support for districts, Essex County Council has ringfenced £15,000 for Brentwood Borough Council to support the extension of the Click It Local contract for six months. This pledge to extend Click It Local contracts has also been made to other districts, such as Rochford District Council.

## Reasons for Recommendation

16. It is recommended that the Click It Local Brentwood contract be renewed for an additional six months. With the funding from Essex County Council, the extension is risk free. The council will continue to work with Click It Local to help them onboard more businesses, support existing participating shops and develop a higher customer profile in the community.
17. A six-month extension will bring the council's contract into line with Rochford District Council and the North Essex Economic Board, ensuring that our businesses are receiving the same support as neighbouring authorities. Updates on the performance of Click It Local in Brentwood will be brought to the committee in future to inform decisions about the contract beyond six-months.

## Consultation

18. None.

## References to Corporate Plan

19. Supporting high street businesses across the borough through the Click It Local platform meets the key priority of "growing our economy". 2021-22 key objectives were set to implement a marketing strategy for our local centres as part of reviving the Discover Brentwood brand through encouraging people to visit and do business in the borough, and implementing a 'shop local' scheme. The Click It Local platform contributes to these objectives being accessed online through the Discover Brentwood website and contributing to wider efforts to support local businesses.

## Implications

### Financial Implications

**Name/Title: Jacqueline Van Mellaerts, Corporate Director (Finance & Resources)**  
**Tel/Email: 01277 312829/jacqueline.vanmellaerts@brentwood.gov.uk**

20. The cost of running the Click It Local platform in the borough has been met from the Economic Development budget, including funding of initiatives to increase spending in high street retailers and home-based businesses. There are no financial implications from the recommendation to extend the contract by six months because of the ringfencing of funds by Essex County Council as part of their COVID "shop local" support for districts.

### **Legal Implications**

**Name & Title: Amanda Julian, Corporate Director (Law & Governance) and Monitoring Officer**

**Tel & Email: 01277 312705/amanda.julian@brentwood.gov.uk**

21. There are no legal implications arising from this report.

### **Economic Implications**

**Name/Title: Phil Drane, Corporate Director (Planning and Economy)**

**Tel/Email: 01277 312610/philip.drane@brentwood.gov.uk**

22. Economic implications are contained within this report.

### **Equality and Diversity Implications**

**Name/Title: Kim Anderson, Partnerships, Leisure & Funding Manager**

**Tel/Email: 01277 312634/kim.anderson@brentwood.gov.uk**

23. The Public Sector Equality Duty applies to the council when it makes decisions. The duty requires us to have regard to the need to:

- a. Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful
- b. Advance equality of opportunity between people who share a protected characteristic and those who do not.
- c. Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.

24. The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for b. or c., although it is relevant for a.

25. The proposals in this report will not have a disproportionately adverse impact on any people with a particular characteristic.

**Other Implications** (where significant) – i.e. Health and Safety, Asset Management, Risk Management, Section 17 – Crime & Disorder, Sustainability, ICT.

None

## **Background Papers**

- Item 288, Policy, Resources and Economic Development Committee, Economic Development Work Programme 2021-2025, 2 February 2022
- Item 194, Policy, Resources and Economic Development Committee, Economic Development Strategy 2021-2025, 24 November 2021

## **Appendices to this report**

None

<b>Committee(s):</b> Planning, Resources and Economic Development Committee	<b>Date:</b> 9 March 2022
<b>Subject:</b> Community Infrastructure Levy Update	<b>Wards Affected:</b> All
<b>Report of:</b> Phil Drane, Corporate Director (Planning and Economy)	<b>Public</b>
<b>Report Author/s:</b> Name: Thom Hoang, Senior Policy Planner Telephone: 01277 312530 E-mail: thom.hoang@brentwood.gov.uk	<b>For Decision</b>

## Summary

This report updates members on the progress of preparing Community Infrastructure Levy (CIL) in the borough. It provides an overview of CIL and how Section 106 agreements can continue to be used alongside.

Before a CIL Charging Schedule can be adopted it must be subject to two rounds of consultation followed by an independent examination. The first stage of consultation, the Preliminary Draft Charging Schedule was undertaken in October 2016. The second stage is the publication of a final Draft Charging Schedule.

Following examination of the Brentwood Borough Local Plan 2016-2033, the Council is now in a position to progress work to finalise the Draft Charging Schedule for the second stage of consultation.

## Recommendations

**Members are asked to:**

**R1. Approve that further work be undertaken to introduce the Brentwood Borough Community Infrastructure Levy (CIL) Charging Schedule, including updating viability evidence and the production of a final Draft Charging Schedule, to be brought to committee prior to examination submission.**

**R2. Approve that work begin to consider options for setting up a local panel that would decide on the priorities and spending of CIL and Section 106 monies, to be brought to committee in due course.**

**R3. Approve that options be considered and presented to a future committee for the creation of a CIL Officer role to lead on the administration and negotiation of development contributions.**

## Main Report

### **Introduction and Background**

1. The Community Infrastructure Levy (CIL) was first introduced by the Planning Act 2008, as a tool for local authorities in England and Wales to help deliver infrastructure to support the development of their area. For the purposes of CIL, infrastructure is defined at section 216 of the Planning Act 2008 to include:
  - a. Roads and other transport facilities;
  - b. Flood defences;
  - c. Schools and other education facilities;
  - d. Medical facilities;
  - e. Sporting and recreation facilities; and
  - f. Open spaces.
2. CIL is a charge which can be levied by local authorities on new development in their area. The levy rates are set out within a CIL Charging Schedule, where the local authority can set various rates for a range of different development types and locations.
3. Local authorities can choose to introduce a CIL depending on the local circumstances of the area.
4. The regulatory process for producing a CIL Charging Schedule is set out within the CIL Regulations (as amended) 2010, which came into force on 6 April 2010, requiring public consultation and an independent examination of the Schedule to be undertaken before it can be adopted. Regulation 16 of the CIL Regulations requires public consultation to be undertaken on the draft CIL Charging Schedule. This is the only public consultation required prior to its submission for independent examination.
5. The CIL rates should be set at a level which ensures that they will not render new development in the area financially unviable, and once adopted the rates set are non-negotiable. Exemptions and discretionary relief can be applied in certain circumstances. Funding obtained through the Levy should be used to deliver infrastructure needed to support development in the area.
6. The Council consulted on a CIL Preliminary Draft Charging Schedule in 2016, which was not subsequently progressed. Following the examination of the new Brentwood Borough Local Development Plan 2016-2033, the Council is now in a position to progress the production of a CIL Charging Schedule. To support the production of the local plan the Council produced the Brentwood Infrastructure Delivery Plan (IDP), which sets out the key infrastructure projects

required in the borough and identified how developer contributions and other funding sources could be used to support the delivery of new infrastructure projects. The IDP highlights the need for additional sources of funding to support the delivery of new infrastructure in the area. CIL provides a mechanism to obtain additional infrastructure funding, alongside other funding such as Section 106 agreements (S106).

7. The use of S106 and CIL can operate together. The Council must outline how developer contributions and CIL funds are proposed to be used in its annual Infrastructure Funding Statement. A new development, for example, may trigger the need for a new school and a planning obligation may apply to the development to provide the school. CIL could also then be applied to other development in the area to also contribute towards the delivery of the school.
8. The production of a CIL Charging Schedule requires a viability study to be undertaken to determine the impact of the imposition of a levy on the financial viability of new development in the area.
9. Throughout the plan-making process, the Council has been working closely with infrastructure providers to support the production of the IDP and viability studies, and to ensure that these documents appropriately supported the production of the new local plan and the preliminary CIL Charging Schedule.
10. A recent example of this work is a Memorandum of Understanding with Essex County Council to receive a grant of £60,000 for use towards preparing CIL (Appendix A). The county council has identified funding to support the implementation of CIL in the borough as a mechanism to increase the overall level of developer contributions received. The grant will contribute towards the completion of a viability study and provide necessary resources to support the introduction of CIL. The grant would then be paid back by qualifying development after the adoption of CIL through reinvestment into county council specific infrastructure in the borough (for example roads or schools etc).

## **Issue, Options and Analysis of Options**

### **The need to introduce CIL in Brentwood Borough**

11. In comparison to the current approach of collecting developer contributions towards new infrastructure through S106 agreements, CIL provides a simpler, complementary and more transparent process to collect funds. There are a range of benefits to an area provided by the introduction of a levy, such as:
  - a. CIL collects contributions from a wide range of developments, including smaller developments which may not ordinarily provide any contributions

towards new infrastructure. This provides additional funding towards infrastructure projects that support growth and benefit the local community.

- b. CIL gives local authorities greater flexibility to set their own priorities on projects benefitting the wider community affected by development, unlike S106 funds which require a direct link between a contributing development and an infrastructure project.
  - c. CIL provides developers with clarity about the level of contributions which are required from any development and provides transparency for local people.
  - d. CIL is non-negotiable and therefore does not require the production of complex agreements.
  - e. CIL is fair as it relates the contribution required to the size of the development in terms of new floorspace.
12. While there are many benefits provided by the introduction of CIL, a levy may not be needed or appropriate in all areas of the country. The introduction of a levy should therefore be evidenced by the identification of an aggregate infrastructure funding gap that demonstrates a need for the levy. National Planning Practice Guidance outlines that any significant funding gap identified should be considered sufficient evidence of a need for the introduction of CIL<sup>1</sup>.
13. The Brentwood IDP Part B (January 2021) identified an infrastructure funding need of approximately £278.5 million in the borough over the plan period. The IDP refers to this as the minimum current funding gap for the provision of infrastructure to support existing and future needs. S106 contributions associated with site allocations in the new local plan are estimated to provide around £228 million towards this funding gap. This means a funding gap of just over £50 million is identified, which would require CIL (and potentially other funding sources) to support the delivery of needed infrastructure. Therefore, the need to introduce CIL in the borough can clearly be demonstrated.

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<sup>1</sup> Planning Practice Guidance Paragraph: 017, Reference ID: 25-017-20190901



## **Implementation of CIL**

### ***What development will be liable to pay the levy?***

14. The Council will set the parameters for what development will be liable to pay the levy in line with regulations and guidance. Usually, most buildings that people normally use are liable to pay the levy. The development of a new building or an extension which results in 100 sqm or more of net increase in gross internal floor space would usually be liable to pay the levy. Development which is less than 100 sqm but which involves the creation of an additional dwelling would also be liable. The conversion of a building that has not been in use for some time would be liable for the levy.
15. The following types of development are typically not required to pay the levy:
  - a. Development of less than 100 square metres, unless this consists of one or more dwellings and does not meet the government's self-build criteria;
  - b. Buildings into which people do not normally go;
  - c. Buildings into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery; and
  - d. Structures which are not buildings, such as pylons and wind turbines;
  - e. Specified types of development which local authorities have decided should be subject to a 'zero' rate as outlined in the Draft Charging Schedule.

### ***How the levy works alongside Section 106 contributions***

16. In September 2019, the restrictions on using five or more S106 contributions to fund a single infrastructure project was lifted, and greater flexibility was provided in relation to how CIL funding could be used alongside S106 contributions. Charging authorities can now use both CIL and S106 contributions to fund the same infrastructure item.
17. The IDP sets out the key infrastructure projects required in the borough, and identifies the use S106 funding sources to assist in the delivery of a large proportion of identified new infrastructure projects. It is likely that essential infrastructure items which are directly related to supporting the delivery of new development proposals will continue to be funded through S106 agreements. The use of this approach has been assessed within the Viability Assessment (2018) to ensure that strategic sites remain viable with the imposition of both S106 requirements and a CIL charge.

### ***Infrastructure projects which could be funded through CIL***

18. The CIL will be used in combination with S106 agreements to obtain additional funds for a wide range of community infrastructure projects throughout the borough, and to obtain infrastructure funding from smaller developments where S106 agreements may not usually be produced.
19. The IDP identified several infrastructure projects that are not expected to be funded through S106 contributions, and could therefore be funded through the CIL, including green infrastructure, open spaces, sports facilities, and transport improvement projects where the needs are not directly attributable to specific new development schemes.

### ***How the levy will be collected***

20. Liability to pay CIL is triggered by commencement of the development. Following the adoption of a CIL Charging Schedule, planning applications in the area will be expected to include a completed CIL Information and Liability Form, which will help the Council calculate the CIL liability associated with the development and issue a CIL Demand Notice. The notice will be issued upon the commencement of development.
21. The levy should usually be paid within 60 days of the commencement of development. However, to support the financial viability of new development in the area an instalments policy can be proposed within the CIL Charging Schedule. An instalments policy allows levy charges over an identified amount to be paid in over a set period of time. The Council will consider having an instalments policy and will seek views on this through the Regulation 16 consultation.

### ***Potential infrastructure funding which could be obtained through the CIL***

22. Allocated development sites in the new local plan and any further residential development in addition to the allocations in the plan, and specific types of retail development, would also be subject to a CIL charge. These would provide further CIL funding towards new and improved infrastructure in the borough.

### ***How the CIL funds are distributed***

23. Brentwood Borough Council is the relevant 'charging authority', and it is the responsibility of the charging authority to collect and distribute all CIL funds. The Council may retain up to 5% of CIL receipts to cover the costs of administering CIL.

24. In the first instance, the Council must pass up to 15% of receipts arising in an area to the relevant parish council for any homes built in that parish. This 15% is capped. The cap was set at £100 per dwelling in 2013 but has been increased since then due to indexation. In those areas where there is no parish council, then the same level of funding per dwelling should be spent specifically on projects in the area local to sites, e.g. at the ward level (this is referred to as the 'neighbourhood portion').
25. Having set aside any administrative costs and the local element of the receipt, the Council can determine how funds are distributed between organisations and projects. Funding obtained through the levy must be used towards infrastructure which supports growth in the area and should be used based on the needs for new and improved infrastructure in the borough.
26. An Infrastructure Funding Statement will be produced by the Council annually to outline the extent of CIL funds which have been received, how received CIL funds are being used, and how future CIL funds are proposed to be used in the future.
27. Beyond the minimum provision of funds which would be provided through the 'neighbourhood portion' for chargeable development within that area, there is no further regulatory requirement to correlate the location of CIL funding received to the spending of the funds. CIL rates are calculated based on the financial viability of new development, and not based on the geographical needs for new infrastructure. While the Council could consider an area based approach to distributing CIL funds based on the location where funds were obtained, it cannot be guaranteed that the borough-wide infrastructure needs will correlate with areas where the majority of CIL funding has been obtained. It is likely therefore that the most effective approach for the distribution of CIL funds would be based on an assessment of the overall Borough-wide infrastructure needs and priorities. The approach to spending CIL funds is determined by the Council as the charging authority, and can be amended at any time depending on the particular needs of the area at the time.

### ***The CIL Viability Studies***

28. Practice guidance currently states that "when deciding the levy rates, an authority must strike an appropriate balance between additional investment to support development and the potential effect on the viability of developments"<sup>2</sup>.

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<sup>2</sup> Planning Practice Guidance Paragraph: 010, Reference ID: 25-010-20190901

29. The rates outlined within the Preliminary Draft CIL Charging Schedule, informed by the Whole Plan and CIL Viability Assessment (May 2016), CIL Land and Property Value Appraisal Study (April 2016), and CIL Viability Construction Cost Study (March 2016)<sup>3</sup>, seek to maximise the potential for CIL funding to be obtained from all types of development, whilst also ensuring that the proposed Levy rates will not render new development financially unviable.
30. The afore mentioned studies were undertaken in 2016. During the period between 2016 and 2019 when the new local plan was submitted, there were further changes to the draft Plan. As such, the plan Viability Assessment (October 2018) was undertaken to update the Council's 2016 Whole Plan and CIL Viability Assessment, taking into account representation made on the preliminary draft charging schedule; the local plan site portfolio, policy considerations and infrastructure costs
31. However, since then the COVID-19 pandemic has had a major impact on the economic circumstances and the long-term implications are still uncertain. As such, there is a need to undertake an update to the CIL Viability Assessment to determine the impact of a CIL charge, in addition to normal development costs and policy and infrastructure requirements outlined within the local plan, on the financial viability of new development in the area.

### **Other considerations**

#### ***Recent changes to the Use Classes Order***

32. In addition to CIL rates for all residential development, the Preliminary Draft CIL Charging Schedule also proposed a levy on new convenience and comparison retail development within the borough.
33. In September 2020 the Government introduced changes to the Town and Country Planning (Use Classes) Order 1987 (as amended) to create a Class E, which includes a wide range of uses such as retail, financial services, indoor sports, medical or health services, creche, offices, and uses associated with research and industrial processes. CIL applies to permitted development, as well as development permitted through planning applications and appeals.
34. Recent changes to the Use Classes Order will allow more retail related permitted development from existing uses contained within Class E. However, this will not affect the Council's ability to charge a levy on retail uses. Where a

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<sup>3</sup> Available to view at: <https://www.brentwood.gov.uk/-/community-infrastructure-levy>

Class E(a) use is created through permitted development, there is an obligation placed upon the site owner to submit to the Council a 'notice of chargeable development' form, and failure to submit the form can result in the Council imposing penalty charges through enforcement action.

### ***Instalments policy***

35. As mentioned above, the CIL Regulations state that a charging authority can implement and amend an instalments policy at any time following appropriate consultation, allowing CIL payments to be made by instalments often based on the progression of development and /or the time since the approval of the development. An instalments policy allows CIL payments to be spread out throughout the life of a project and can therefore assist the financial viability of the development. An instalments policy can be included within the final draft Charging Schedule to be considered during consultation and examination.
36. Practice guidance details that the levy may be payable on development which creates new or additional internal area, and where the gross internal area of new build is 100 sqm or more. This limit does not apply to new houses or flats, and a charge can be levied on a single house or flat of any size<sup>4</sup>. The CIL Regulations allow charging authorities to provide relief or exemptions from the levy to specified types of development. Practice guidance outlines that this can include exemptions and relief to minor development, residential annexes, self-build, social housing, and charitable development.

### **Potential changes to CIL from the Government White Paper, Planning for the Future**

37. In August 2020 the Government published for consultation the 'Planning for the Future' White Paper, which proposed reforms of the planning system in England. The consultation document proposed a mandatory nationally set charge to be placed on development as a fixed proportion of the development value above a threshold, which could replace the current CIL process and S106 planning obligations. The proposed 'national infrastructure levy' may also seek to go further than existing CIL requirements to capture changes of use, to support the delivery of affordable housing, and to provide more freedom to local authorities in how the levy is spent.
38. The proposed reforms relate to long term proposals which are currently subject to a first stage of consultation. Any potential changes to the existing CIL

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<sup>4</sup> Planning Practice Guidance Paragraph: 004, Reference ID: 25-004-20190901

process are therefore at an early stage of consideration, and where taken forward following consultation, are unlikely to impact how local authorities obtain infrastructure funding in the short term.

### **Reasons for Recommendation**

39. Given the amount of CIL revenue potentially available through allocation sites in the new Brentwood local plan, and the long-term nature of the proposals in the White Paper, it is recommended that the Council progress with the production of a CIL Charging Schedule. This will enable the Council to obtain additional infrastructure funding while any future changes to the CIL process, and the wider planning system, are considered, agreed, and implemented accordingly.
40. The introduction of a CIL Charging Schedule will maximise the potential for new development to generate income for the delivery of new infrastructure, while also ensuring that proposed rates do not render new development in the borough financially unviable.
41. It will be important to identify how CIL funds are collected and monitored alongside S106 contributions. For this reason, options should be presented on how members and key partners can take part in decisions through a form of panel arrangement. In addition, administrative functions can be part funded by CIL and so options should be presented to a future committee on the potential for creating a new officer role to lead and monitor wider developer contributions.

### **Consultation**

42. Before the submission of a draft Charging Schedule for independent examination, the CIL Regulations require a draft Schedule to be published for consultation to invite representations to be made. The Regulations do not specify a required consultation time period, or how the consultation should be undertaken. Practice guidance notes that there is an expectation that consultation on a new Charging Schedule will take place for a minimum of four weeks. The approach to consultation can therefore be determined by the Council, in accordance with the Councils Statement of Community Involvement.
43. As required within the CIL Regulations, the Council will consult directly with neighbouring local authorities and the County Council on the draft Charging Schedule. Other infrastructure/service providers such as the NHS, Essex Police and the Environment Agency will also be directly notified.
44. Further update reports will be brought to committee on progress, and the Council would need to approve the draft Charging Schedule prior to public

consultation pursuant to Regulation 16 the CIL Regulations 2010 (as amended).

### **References to Corporate Strategy**

45. CIL provides a source of funding for the Council and its partners to deliver infrastructure projects in the borough. Funds would be secured from development in an agreed and transparent manner. This directly contributes towards the corporate priority to grow the economy, and objectives to support and promote major infrastructure improvements.

### **Implications**

#### **Financial Implications**

**Name/Title: Jacqueline Van Mellaerts, Corporate Director (Finance & Resources) and S151 Officer**

**Tel/Email: 01277 312500/jacqueline.vanmellaerts@brentwood.gov.uk**

46. The Council has an agreement with Essex County Council to fund £60,000 towards the cost of preparing the Community Infrastructure Levy in return for them being able to access the first £60,000 worth of CIL receipts for a county led project/projects in the borough (see Appendix A).
47. The CIL Regulations allow for the remaining costs for preparing CIL, of the order of £50,000, to be recovered from CIL income in later years. Therefore, whilst the preparation of CIL carries an in-year cost, it will be cost neutral to the Council overall if it chooses to recover the investment.
48. There is a cost associated with implementing and managing CIL. Experience from other authorities indicates that this could require at least one dedicated CIL Officer to administer the levy and procurement of a suitable supporting software system/database. It is estimated that the cost of an officer would be approximately £40,000 per annum (not including pension contributions etc). Software systems could cost around £30,000 for set-up and around £15,000 per annum thereafter, although this is liable to change and would need to be procured in line with the Council's Procurement Strategy. Funds will need to be confirmed and agreed within a future budget, although charging authorities can utilise funds from the levy to recover the costs of administering the levy, with the regulations permitting use of up to 5% of their total receipts on administrative expenses.

### **Legal Implications**

**Name & Title: Amanda Julian, Corporate Director (Law & Governance) and Monitoring Officer**

**Tel & Email: 01277 312500/amanda.julian@brentwood.gov.uk**

49. The Council must ensure that the approach to progressing the CIL Charging Schedule is in accordance with the CIL Regulations and the national Planning Practice Guidance, otherwise there could be a risk of legal challenge.
50. Following the adoption of a CIL in an area, there would be a legal requirement on a developer to pay the levy for liable development. The adoption of CIL could reduce the use of Section 106 agreements in the area.

### **Economic Implications**

**Name/Title: Phil Drane, Corporate Director (Planning & Economy)**

**Tel/Email: 01277 312500/philip.drane@brentwood.gov.uk**

51. The production of a CIL will enable the Council to require mandatory financial contributions from various forms of development to help fund supporting infrastructure.
52. Delays in progressing a CIL could result in a lack of funding, and therefore a failure to deliver new infrastructure projects in the borough. Ideally, the Council would seek to ensure a CIL is in place as soon as possible to maximise the receipt from local plan allocated sites, many of which are coming forward in early years of the plan period.

### **Equality and Diversity Implications**

**Name/Title: Kim Anderson, Partnerships, Leisure & Funding Manager**

**Tel/Email: 01277 312634/kim.anderson@brentwood.gov.uk**

53. The Public Sector Equality Duty applies to the council when it makes decisions. The duty requires us to have regard to the need to:
  - a. Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful
  - b. Advance equality of opportunity between people who share a protected characteristic and those who do not.
  - c. Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.



54. The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for b. or c., although it is relevant for a.
55. The proposals in this report will not have a disproportionately adverse impact on any people with a particular characteristic.

**Other Implications (where significant)** – i.e. Health and Safety, Asset Management, Risk Management, Section 17 – Crime & Disorder, Sustainability, ICT.

### **Human Resources**

56. Experience from other authorities who have implemented CIL indicates that whilst generating a source of funding for infrastructure projects, its administration can be burdensome. It requires the monitoring, enforcement and the constant tracking of numerous development projects that may be underway across an area in order to identify when to issue notices and expect (or otherwise chase) receipts.
57. It also requires the preparation of a statement setting out how CIL, alongside S106 receipts, have been spent in any given year. This confirms the importance of collecting funds for identified services within the organisation or other organisations such as Essex County Council or the NHS to deliver projects, and ensure that those projects are being delivered.
58. Therefore, a CIL Officer role (or similar) would be useful to implement CIL, alongside an appropriate software system.

### **Background Papers**

- National Planning Practice Guidance, Community Infrastructure Levy (<https://www.gov.uk/guidance/community-infrastructure-levy>)
- Community Infrastructure Levy Regulations (2010) (as amended)
- Brentwood Borough Local Development Plan, Submission version (2019)
- Infrastructure Delivery Plan, Part B: Schedule (2021)
- Brentwood Borough Community Infrastructure Levy, Preliminary Draft Charging Schedule (2016)
- Brentwood Borough Local Plan Viability Assessment (2018)

### **Appendices to this report:**

- Appendix A: Memorandum of Understanding with Essex County Council regarding CIL uptake (January 2022)

**DATED**

**30 January 2022**

**MEMORANDUM OF UNDERSTANDING**

Between

**ESSEX COUNTY COUNCIL**

And

**BRENTWOOD BOROUGH COUNCIL**

**IN RELATION TO THE COMMUNITY INFRASTRUCTURE LEVY (CIL) UPTAKE**

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**THIS AGREEMENT** is dated

30th January 2022

## **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) **BRENTWOOD BOROUGH COUNCIL** whose principal address is at: Brentwood Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY (**BBC**)

## **BACKGROUND**

- (A) The Authority has identified funding available to support the implementation of (Community Infrastructure Levy) CIL in the borough of Brentwood. The Authority is supportive of CIL as a mechanism 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.
- (B) This Project is being progressed because the developer contributions received by BBC 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 a Grant to BBC 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.
- (D) This Agreement sets out the terms and conditions on which the Project will be implemented.
- (E) The Authority recognises that the final decision to implement CIL lies with the elected Councillors of BBC and that the completion of this Project does not guarantee the implementation of a CIL.

## **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 Brentwood Borough 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 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.

**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 to the Recipient in accordance with this Agreement and the provision of Staffing Resources through a grant agreement in accordance with 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 BBC 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 Commencement Date:** means 30/01/22

**Project Completion Date:** 01/07/2023 or no later than 3months after the adoption of the CIL Charging Schedule, whichever is later.

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

**Staffing Resources:** means the provision of staffing resources as per the agreed project plan from DAC Planning Ltd or other suitably qualified consultants commissioned by the Funder to support the project valued at up to £45,000 to undertake the project as described in Schedule 1.

**1.2** The parties wish to record the basis on which they will collaborate with each other on the Project. This MoU 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 MoU (**Key Objectives**).
- 2.2** The parties acknowledge that the current position with regard to the Project and the contributions to be made (financial and otherwise) are as detailed in the Schedule 1 to this MoU.
- 2.3** The Parties acknowledge that the Project requires the provision of Staffing Resources by the Authority to BBC, to prepare and support the delivery of CIL in Brentwood Borough Council as described in Schedule 1.
- 2.4** The Authority shall provide Grant funding to BBC to contribute to support a viability study which shall be paid to BBC and the provision of Staffing Resources on the understanding that this is an investment and at the end of the Project Period, this investment is expected to be returned through the spending of CIL Contributions paid by developers to BBC upon categories of future projects identified by the Authority as set out in Schedule 2. 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 BBC in the form set out in Schedule 4.

## **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 MoU 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 MoU;
  - 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 MoU. and
- j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

3.2 BBC 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.

## **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 MoU.

#### 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
  - **BBC:** Philip Drane (Corporate Director), Jonathan Quilter and Thom Hoang
- 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	BBC
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 Objectives and Principles 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.

5.3 Within 3 months of the date of this MoU 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 MoU) 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 MoU, 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 BBC 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 MoU shall commence on the date of signature by both parties, and shall expire when the Authority is in full receipt of CIL contributions from Brentwood Borough Council to the total sum of up to £65,000 (final sum confirmed through invoices paid by ECC) or on the 5<sup>th</sup> anniversary of this agreement whichever is sooner.

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 MoU unless the Project Board determines to do so.

## **9. VARIATION**

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

9.2 Any authority who gives valid written notice pursuant to clause 8.2 above is hereby deemed to have withdrawn from this MoU and this MoU 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 Brentwood Borough Council to the Authority.
- (b) The contributions will be spent upon infrastructure projects agreed between the parties within the Brentwood Borough.
- (c) The return of investment at the value of up to £65,000 shall be paid back within 5 years of adoption of the CIL by Brentwood Borough Council.

## **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 MoU.

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 MoU.

## **12. STATUS**

12.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the

MoU intending to honour all their obligations.

- 12.2 Nothing in this MoU 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 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 <b>ESSEX COUNTY COUNCIL</b>	
Signature:	<i>Graham Thomas.</i>
Name:	Graham Thomas
Position:	Head of Planning and Sustainable Development
Signed for and on behalf of <b>BRENTWOOD BOROUGH COUNCIL</b>	
Signature:	
Name:	Philip Drane
Position:	Corporate Director, Planning and Economy
<b>CONTACT POINTS</b>	
<b>The Authority</b>	
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



<b>BBC</b>	
Name:	Jonathan Quilter
Office Address:	Brentwood Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY
Tel No:	01277 312 735
E-mail Address:	Jonathan.quilter@brentwood.gov.uk
Name:	Thom Hoang
Office Address:	Brentwood Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY
Tel No:	01277 312 530
E-mail Address:	thom.hoang@brentwood.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 borough of Brentwood Borough 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 BBC to support the Charging Schedule, up to the value of £20,000 and supply of officer resources to undertake the work set out within the project plan valued at up to £45,000.

##### **BBC**

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

##### **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	2022																				
		Feb			Mar			Apr			May			Jun			Jul					
<b>1</b>	<b>Project initiation</b>																					
1a	Agreement of project plan and timetable	■																				
<b>2</b>	<b>Production of a CIL Viability Assessment</b>																					
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								■	■												
<b>3</b>	<b>Production of draft CIL Charging Schedule</b>																					
3a	Officer workshop to review CIL options and the outcomes of the viability assessment												■									
3b	Production and agreement of draft CIL Charging Schedule													■								
<b>4</b>	<b>Consultation, engagement and agreeing modifications on Draft Charging Schedule</b>																					
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															■						
	<b>Cabinet approval required</b>																				■	



Ref	Project timescales	2022 - 2023																
		Aug			Sep			Oct		Nov		Dec		Jan		Feb		
	Full Council approval required																	
<b>6</b>	<b>Examination</b>																	
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																	
<b>7</b>	<b>Adoption</b>																	
7a	Produce a report to the Council presenting the outcomes of the examination and requesting the adoption of the CIL Charging Schedule																	
<b>8</b>	<b>Preparing for CIL implementation</b>																	
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	2022 - 2023																		
		Aug			Sep			Oct			Nov			Dec			Jan		Feb	
	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**

The return to the Authority for the Project shall be in the form of a return of investment at the value of up to £65,000 to be paid back within 5 years.

This total includes:

- CIL Viability Evidence at a total of £20,000
- Staff resources delivering work as per the Project Plan up to a value of £45,000

The investment is expected to be returned through the spending of CIL contributions paid by developers to Brentwood Borough Council on projects agreed between Brentwood Borough Council and Essex County Council. These projects will be in Brentwood Borough administrative area. The spending on such priority projects is to take precedence over other CIL spending until such time that the investment is returned.

## **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 MOU, to set the terms and conditions governing the payment of funding to support the CIL Viability Evidence which Brentwood Borough Council will commission.

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This report contains exempt information and is therefore not publicly available.

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## Appendix A

Appendix A contains exempt information and is therefore not publicly available.

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## **Members Interests**

Members of the Council must declare any pecuniary or non-pecuniary interests and the nature of the interest at the beginning of an agenda item and that, on declaring a pecuniary interest, they are required to leave the Chamber.

- **What are pecuniary interests?**

A person's pecuniary interests are their business interests (for example their employment trade, profession, contracts, or any company with which they are associated) and wider financial interests they might have (for example trust funds, investments, and asset including land and property).

- **Do I have any disclosable pecuniary interests?**

You have a disclosable pecuniary interest if you, your spouse or civil partner, or a person you are living with as a spouse or civil partner have a disclosable pecuniary interest set out in the Council's Members' Code of Conduct.

- **What does having a disclosable pecuniary interest stop me doing?**

If you are present at a meeting of your council or authority, of its executive or any committee of the executive, or any committee, sub-committee, joint committee, or joint sub-committee of your authority, and you have a disclosable pecuniary interest relating to any business that is or will be considered at the meeting, you must not :

- participate in any discussion of the business at the meeting, of if you become aware of your disclosable pecuniary interest during the meeting participate further in any discussion of the business or,
- participate in any vote or further vote taken on the matter at the meeting.

These prohibitions apply to any form of participation, including speaking as a member of the public.

- **Other Pecuniary Interests**

Other Pecuniary Interests are also set out in the Members' Code of Conduct and apply only to you as a Member.

If you have an Other Pecuniary Interest in an item of business on the agenda then you must disclose that interest and withdraw from the room while that business is being considered

- **Non-Pecuniary Interests**

Non –pecuniary interests are set out in the Council's Code of Conduct and apply to you as a Member and also to relevant persons where the decision might reasonably be regarded as affecting their wellbeing.

A 'relevant person' is your spouse or civil partner, or a person you are living with as a spouse or civil partner

If you have a non-pecuniary interest in any business of the Authority and you are present at a meeting of the Authority at which the business is considered, you must disclose to that meeting the existence and nature of that interest whether or not such interest is registered on your Register of Interests or for which you have made a pending notification.



## **Policy, Resources and Economic Development Committee**

The committee shall consider all matters of policy and strategic importance to the Council including matters referred to it by other Committees and/or Chief Officers.

1. The function within the remit of the Policy, Resources and Economic Development Committee include all financial matters relating to the budget, (and for avoidance of doubt, being the superior Committee on all such matters including capital, revenue and the Housing Revenue Account (HRA) except where the law otherwise requires), and without prejudice to the generality of this, include the specific functions which are set out below.

### Policy

Generally to review and oversee the co-ordination and governance of all functions of the Council. To undertake and discharge any functions in relation to strategic policies including periodic reviews of the policy framework adopted by full Council from time to time except where required by law to be undertaken elsewhere.

### Finance

- 1) Financial Services
  - 2) Contracts, commissioning, procurement
  - 3) Legal services
  - 4) Health and safety at work (in so far as it relates to the Council as an employer)
  - 5) Corporate communications and media protocols
  - 6) Corporate and Democratic services
  - 7) Human resources
  - 8) Information Communication Technology
  - 9) Revenues and Benefits
  - 10) Customer Services
  - 11) Assets (strategically)
2. Overall responsibility for monitoring Council performance.
  3. To formulate and develop relevant corporate policy documents and strategies including the Corporate Plan.
  4. To formulate the budget proposals in accordance with the Budget and Policy Framework, including capital and revenue spending, and the Housing Revenue Account Business Plan (including rent setting for Council homes), in accordance with the Council's priorities and make recommendations to Council for approval.
  5. To formulate the Council's Borrowing and Investment Strategy and make recommendations to Council for approval.

6. To take decisions on spending within the annual budget to ensure delivery of the Council's priorities.
7. To approve the write off of any outstanding debt owed to the Council above the delegated limit of £5,000.
8. To determine capital grant applications.
9. To make recommendations on the allocation and use of resources to achieve the council's priorities.
10. To manage and monitor the Council approved budgets and allocation of resources.
11. To provide the lead on partnership working including the joint delivery of services.
12. To consider any staffing matters that are not delegated to Officers, such as proposals that are not contained within existing budgetary provision.
13. To strategically manage any lands or property of the council and provide strategic property advice relating to the council's Housing Stock and without prejudice to the generality of this, to specifically undertake the following-

#### The Council's Asset Management Plan

- (a) The acquisition and disposal of land and property and taking of leases, licenses, dedications and easements.
- (b) The granting variation renewal review management and termination of leases, licenses, dedications and easements.
- (c) Promoting the use of Council owned assets by the local community and other interested parties.
- (d) To manage any lands or property of the Council;
- (e) To include properties within the council's Asset Management Portfolio including Halls etc.
- (f) To take a strategic approach to asset management, ensuring that the use of all of the Council's Property assets achieves Value for Money and supports the achievement of the Council's corporate priorities.
- (g) To review the corporate Asset Management Plan annually.
- (h) The acquisition of land in advance of requirements for the benefit, improvement or development of the Borough.

- (i) Disposal of land surplus to the requirements of a council function.
  - (j) Appropriation of land surplus for the requirements of another Council function.
  - (k) Promote the use of Council owned assets by the local community and other interested parties where appropriate.
  - (l) Property and asset management, including acquisitions and disposals not included in the approved Asset Management Plan.
  - (m) To receive updates reports on the Asset Development Programme and the work of the Asset Development Programme and Project Board.
  - (n) To take a strategic approach to commercial activity, both existing and new, ensuring the Council realises revenue generation opportunities and supports the achievement of the Council's corporate priorities.
  - (o) To agree and monitor the governance arrangements for any commercial and/or partnership arrangement with the Council.
  - (p) Promoting a culture of entrepreneurialism and building the required skills and capacity.
  - (q) To consider and approve business cases and commercial business plans for commercial activity.
14. To consider and propose matters concerning the promotion of economic development throughout the Borough and the interface with countryside or regional economic development initiatives.

#### Economic Development

- (a) To lead, consider and propose matters concerning the promotion of economic development throughout the Borough and the interface with countryside or regional economic development initiatives.
- (b) To promote and encourage enterprise and investment in the Borough in order to maintain and sustain the economic wellbeing and regeneration of the area.
- (c) To develop climate where businesses and individuals can innovate, compete and contribute to the economic development and regeneration of the area; and excellence in local business.
- (d) To encourage the growth of existing businesses in the borough and access to the skills and training necessary to support them.

- (e) To develop and deliver a Borough wide initiative on apprenticeships.
- (f) To consider and determine matters relating to the promotion, maintenance and enhancement of the vitality and viability of shopping centres within the Borough.
- (g) To consult with the Chamber of Commerce, Federation of Small Businesses, residents and other interested third parties.
- (h) To maintain a special interest in promoting employment in the Borough.
- (i) To promote and encourage tourism and heritage.
- (j) Parking (off street parking provision in Council owned/leased off-street parking places).
- (k) Any matters relating to Crossrail.

15. To consider a report from the Monitoring Officer at the beginning of the Municipal Year, for the Committee to appoint the membership of the Constitution Working Group, in order for the Monitoring Officer to consult with such Members on the regular review of the Constitution documentation in accordance with Article 12 of the Constitution during the year.

16. To review and facilitate the transformation of delivery of services.

#### Transformation

- (a) To approve and facilitate the transformation of delivery of services.

#### Projects

- (a) To identify, monitor and oversee the implementation of those Corporate Projects that have been agreed by the committee to be major.

#### Scrutiny

- (a) To advise the Audit & Scrutiny Committee of any matters that require scrutiny in accordance with the Audit and Scrutiny Procedure Rules.
- (b) To receive requests and determine on matters that require scrutiny from any Committee in accordance with the Audit and Scrutiny Procedure Rules.

17. To consider any requests for sponsorship and use of the Council's Coats of Arms and logos.

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