

Northstowe – Phase 1

Section 106 Summary

A) Head-line Figures or Works

Schedule	Brief Description	Payment of Monies	Works in Lieu of Monies
2 Education	Primary School (Design)	£1,200,000	
	Primary School (Build)	£9,800,000	
2 Education	Secondary School (Design)	£1,000,000	
	Secondary School (Build)	£7,000,000	
3 Household Waste Recycling Centre	HWRC	£190,395	
4 Sustainable Urban Drainage System	SUDS (Monies and Works)	£1,015,967	✓
5 Off Site Flood Mitigation Works at B1050, Hatton's Road	Mitigation Works	£31,500	✓
5 Off Site Flood Mitigation Works at B1050, Hatton's Road	Drainage upgrade & maintenance	£46,500	
6 Transport Including the Cambridgeshire Guided Busway	CGB	£2,380,500	
6 Transport Including the Cambridgeshire Guided Busway	Bus Funding Contribution	£1,320,000	
6 Transport Including the Cambridgeshire Guided Busway	Community Transport Contribution	£80,000	
6 Transport Including the Cambridgeshire Guided Busway	Annual Transport Monitoring Contribution	£70,000	
6 Transport Including the Cambridgeshire Guided Busway	Capital Transport Monitoring Measures Contribution	£860,000	
6 Transport Including the Cambridgeshire Guided Busway	Cycle Way	£932,000	
6 Transport Including the Cambridgeshire Guided Busway	Street Furniture		✓ (costs cap £30K)
6 Transport Including the Cambridgeshire Guided Busway	Construction Environmental Management Plan		
6 Transport Including the Cambridgeshire Guided Busway	Travel Plans		✓ (costs cap £175K)
8 Community Centre	Community Centre	£1,522,500	✓ (costs cap £1.5M)
9 Allotments and Orchards	Allotments and Orchards (£25,000)		✓ (costs cap £25K)
10 Community Support and Development	Community Support and Development	£300,000	

Schedule	Brief Description	Payment of Monies	Works in Lieu of Monies
11 Land for Faith/Voluntary Groups	Faith and Vol Sector Land (provision of land)		
12 Environment	Air Quality Monitoring	£78,550	
12 Environment	Ordnance Evacuation Costs	£60,000	
	Ordnance – Planned Costs	£10,000	
12 Environment	Water Course – technical assistance	£1,500	
12 Environment	Noise and Vibration monitoring	£31,625	
12 Environment	Webbs Hole Pump	£277,500	
12 Governance	Governance	£22,500	
14 Open Space	Open Space Formal Park (Works) LAPs, LEAPS (Works) NEAP (Works)		✓ ✓ ✓ ✓
14 Open Space	Sports Pitches (Works)		✓
14 Open Space	MUGA (Works)		✓
14 Open Space	Sports Pavilion (Monies or Works)		✓ (costs cap £1.1M)
14 Open Space	Community Endowment for Public realm Maintenance	£1,500,000	
15 Temporary Waste Facilities and Recycling Bins	Temporary Waste	£24,000	
15 Temporary Waste Facilities and Recycling Bins	Bins	£140,250	

B.1 The Owners' obligations can be divided into 3 main categories as follows :

B.1.1 financial "Contributions"

B.1.2 provision of "Works in Kind" as to "Facilities"

namely Community Building, Sports Pavilion, Allotments and Orchard, Sports Pitches, Formal Park, 1 NEAP, 4 LEAPs, Informal Single Court MUGA

B.1.3 provision of "Amenities" (see B.3 below)

B.2 The payment of financial "Contributions" and the provision of "Works in Kind" as to "Facilities" are subject to an "Overall Cost Cap" of £30,000,000 but subject to the key points set out in sub-clauses 29.1- 29.1.10

eg - indexation on the Contributions is on top of the £30m

- Affordable housing is not included in the £30m
- Any contribution towards the Interim Primary School Facility is on top of the £30m
- The costs of the Owners providing Bonds, Company Guarantees and a Legal Charge are on top of the £30m
- The costs of remedial works or works to address Defects are on top of the £30m
- Cost overruns where the "Actual Costs" exceed the "Allocated 106 Costs" are on top of the £30m
- The costs of the Owners complying with the ordnance obligations in Schedule 12 are on top of the £30m

B.3 Also, the cost of providing "the Amenties" are on top of the £30m

Namely the provision of the following:

- on-Site SUDs(Schedule 4),
- off-Site Flood Mitigation (Schedule 5)
- Street Furniture (Schedule 6)
- specific parts of Open Space (Schedule 14)

B.4 If overall savings in respect of the Contributions and Works in Kind do not total £3,275,000 then the Owners shall continue to make full payments of the Contributions and complete the Works in Kind until such time as the Overall Costs Cap of the £30m has been reached after which the liability of the Owners for those obligations that remain to be discharged under the Agreement in respect of Contributions and Works in Kind shall cease (and those Contributions and Works in Kind are then known as the "**Remaining Obligations**") and SCDC and the County Council are required to use all Reasonable Endeavours to identify and secure all such necessary funding to ensure that each of the Remaining Obligations or part thereof can be discharged as soon as possible having regard to the relevant trigger for such Remaining Obligations whether this requires SCDC and/or the County Council to procure Completion of (i) any works to which Contributions would otherwise have been used or (ii) any Works In Kind that remain to be Completed

B.3 There are 18 Schedules to the Agreement and Schedules 2-18 cover substantive obligations to make payments or carry out works etc and the Schedules are summarised under the following;

B.3.1 (Schedule 1 provides details of the Owners' Title)

B.3.2 SCHEDULE 2 – EDUCATION

PART 1 – LOCATION OF THE SCHOOL SITE

PART 2 – BONDING CONSTRUCTING AND FUNDING THE PRIMARY SCHOOL BUILDING

PART 3 – SECONDARY SCHOOL CONTRIBUTION

PART 4 – INTERIM PRIMARY SCHOOL PROVISION

PART 5 – PROVISION OF HIGHWAY WORKS

PART 6 – PROJECT CORE TEAM TERMS OF REFERENCE

B.3.3 SCHEDULE 3 – HOUSEHOLD WASTE RECYCLING CENTRE

B.3.4 SCHEDULE 4 – SUSTAINABLE URBAN DRAINAGE SYSTEM

PART 1 – ON-SITE SUDS

PART 2 – COVENANTS RELATING TO LAYING OUT AND CERTIFICATION

B.3.5 SCHEDULE 5 – OFF SITE FLOOD MITIGATION WORKS

PART 1 – OFF SITE FLOOD MITIGATION WORKS

PART 2 – COVENANTS RELATING TO LAYING OUT AND CERTIFICATION

PART 3 – DRAINAGE UPGRADE AND MAINTENANCE CONTRIBUTION

B.3.6 SCHEDULE 6 – TRANSPORT INCLUDING THE CAMBRIDGESHIRE GUIDED BUSWAY

B.3.7 SCHEDULE 7 – AFFORDABLE HOUSING

PART 1 – AFFORDABLE HOUSING SCHEME

PART 2 – AFFORDABLE HOUSING SITE TRANSFER

PART 3 – AFFORDABLE HOUSING CONTRIBUTION

PART 4 – AFFORDABLE HOUSING PRICE TABLE

PART 5 – TRIGGER CONTROLS

PART 6 – AFFORDABLE HOMES BUILD STANDARD

PART 7 – AFFORDABLE HOUSING TENURE MIX

PART 8 – AFFORDABLE HOUSING MIX (AS TO NUMBERS OF BEDROOMS)

B.3.8 SCHEDULE 8 – COMMUNITY CENTRE AND SPORTS PAVILION

PART 1 – COMMUNITY CENTRE AND SPORTS PAVILION LOCATION AND SPECIFICATIONS

PART 2 – COMMUNITY BUILDING LAND TRANSFER AND SPORTS PAVILION LAND TRANSFER GENERIC ARRANGEMENTS

PART 3 – OPTION 1 – TRANSFER AND CONSTRUCTION ARRANGEMENTS

PART 4 – OPTION 2 – TRANSFER AND CONSTRUCTION ARRANGEMENTS

PART 5 – OPTION 3 – TRANSFER AND CONSTRUCTION ARRANGEMENTS

PART 6 – OPTION 4 – TRANSFER AND CONSTRUCTION ARRANGEMENTS

PART 7 – TRANSFER OF LAND TO AN ALTERNATIVE BODY OR MANAGEMENT COMPANY

PART 8 – REQUIREMENTS TO BE OBSERVED BY THE OWNERS WHEN CONSTRUCTING THE COMMUNITY BUILDING AND SPORTS PAVILION

PART 9 – ARRANGEMENTS AS TO THE FLEXIBLE SUM (OR PART THEREOF)

B.3.9 SCHEDULE 9 – ALLOTMENTS AND ORCHARDS

PART 1 – ALLOTMENT LAND LOCATION AND SPECIFICATION

PART 2 – ORCHARDS

B.3.10 SCHEDULE 10 – COMMUNITY SUPPORT AND DEVELOPMENT

B.3.11 SCHEDULE 11 – LAND FOR FAITH/VOLUNTARY GROUPS

B.3.12 SCHEDULE 12 – ENVIRONMENT & ORDNANCE

B.3.13 SCHEDULE 13 – GOVERNANCE

B.3.14 SCHEDULE 14 – OPEN SPACE

PART 1 – SPORTS STRATEGY

PART 2 – YOUTH AND PLAY STRATEGY

PART 3 – LAP, LEAP and SIP, NEAP AND FORMAL PARK SPECIFICATIONS

PART 4 – OPEN SPACE LAND TRANSFER

PART 5 – MANAGEMENT AND MAINTENANCE OF THE PUBLIC REALM

PART 6 – MAINTENANCE SCHEME PROVISIONS

PART 7 – COVENANTS RELATING TO LAYING OUT AND CERTIFICATION

PART 8 – COVENANTS RELATING TO DELIVERY REQUIREMENTS

PART 9 – INCIDENTAL OPEN SPACE

PART 10 – TERMS OF REFERENCE FOR THE STEERING GROUP FOR THE
MANAGEMENT AND MAINTENANCE OF THE PUBLIC REALM

**B.3.15 SCHEDULE 15 – TEMPORARY WASTE FACILITIES AND WASTE AND
RECYCLING BINS**

B.3.16 SCHEDULE 16 – WEBBS HOLE SLUICE

B.3.17 SCHEDULE 17 – COVENANTS BY SCDC

B.3.18 SCHEDULE 18 – COVENANTS BY THE COUNTY COUNCIL

C. FINANCIAL PAYMENTS

C.1.1 Payments to the DISTRICT COUNCIL

(Unless otherwise specified, all index linked by reference to Consumer Price Index (CPI) or BCIS General Building Cost Index (BCIS) as noted)

Please see separate definitions of “Implementation” and “Commencement” attached at the end of this summary in relation to some timing triggers for payments

1.1.1 Drainage Upgrade and Maintenance Contribution - £46,500 (CPI)

This contribution is towards works for the upgrade and maintenance of SCDC's Awards Drains that are impacted by the Development.

Para 1 Part 3 of Schedule 5

Payment Trigger - Payment of the £46,500 on the later of the following:

- (i) Notice from SCDC that relevant works are to be undertaken, and
- (ii) Occupation of any new Dwelling at the Development

1.1.2 Off Site Flood Mitigation Works Contribution - £31,500 (CPI)

This contribution is towards management and maintenance of two balancing ponds off Hatton's Road (which is to provide off-site flood mitigation in accordance with NAAP Policy NS/21)

Para 3.7 Part 1 of Schedule 5

Payment Trigger - Payment of the £31,500 on completion of the Off Site Flood Mitigation Works Land Transfer to SCDC (or the “Town Council”)

1.1.3 Community Building Contribution - £1,522,500 (BCIS)

This contribution (if payable – i.e. the Owners may instead elect to themselves build the “Community Building” rather than make the financial contribution) is payable in 3 instalments as follows:

1.1.3.1 £152,250 within 20 Working Days of receipt by the Owners of written evidence from SCDC that the award of the design contract for the Community Building has occurred

1.1.3.2 £989,625 to be paid within 20 Working Days of receipt by the Owners of written evidence from SCDC that the award of the construction contract for the construction of the Community Building has occurred PROVIDED THAT where such a construction contract is entered into prior to the date of the Community Building Land Transfer then payment of this sum shall be the later of 20 Working Days after the date of the Community Building Land Transfer or 20 Working Days after the date of receipt by the Owners of written evidence referred to above; and

1.1.3.3 £380,625 (three hundred and eighty thousand six hundred and twenty five British pounds) is to be paid within 140 Working Days of the date of the payment made pursuant to (ii) above

Note

There are some provisions which allow for the Community Building Contribution to increase by up to £220,000 (“the Flexible Sum”) in which case the Sports Pavilion Contribution reduces by a corresponding amount

1.1.4 Sports Pavilion Contribution - £1,100,000 (BCIS)

This contribution (if payable – i.e. the Owners may instead elect to themselves build the “Sports Pavilion” rather than make the financial contribution) is payable in 3 instalments as follows:

- 1.1.4.1 £110,000 within 20 Working Days of receipt by the Owners of written evidence from SCDC that the award of the design contract for the Sports Pavilion has occurred
- 1.1.4.2 £715,000 to be paid within 20 Working Days of receipt by the Owners of written evidence from SCDC that the award of the construction contract for the construction of the Sports Pavilion has occurred PROVIDED THAT where such a construction contract is entered into prior to the date of the Sports Pavilion Land Transfer then payment of this sum shall be the later of 20 Working Days after the date of the Sports Pavilion Land Transfer or 20 Working Days after the date of receipt by the Owners of written evidence referred to above; and
- 1.1.4.3 £380,625 (three hundred and eighty thousand six hundred and twenty five British pounds) is to be paid within 140 Working Days of the date of the payment made pursuant to (ii) above

Note

There are some provisions which allow for the Sports Pavilion Contribution to reduce by up to £220,000 (“the Flexible Sum”) in which case the Community Building Contribution increases by a corresponding amount

1.1.5 Community Support Contribution - £300,000 (CPI)

This contribution is for the purpose of employing engaging and/or retaining any or all of the following: community workers, youth workers and sports workers or workers engaged in or carrying out activities associated with matters such as ecology and sustainability and/or health impact related matters

Schedule 10

Payment Trigger - Payment of the £300,000 in 3 instalments as follows

- 1.1.5.1 £60,000 prior to Implementation;
- 1.1.5.2 £120,000 prior to Occupation of 50 Dwellings;
- 1.1.5.3 £120,000 prior to Occupation of 250 Dwellings

1.1.6 **Air Quality Monitoring Contribution - £78,550 (CPI)**

This contribution is towards the implementation of a monitoring programme to be undertaken by SCDC to assess/verify the impact of the Development both during construction and operational phases on air quality on the area in the vicinity of the Site (and including the local road network) and as appropriate within the Site

Para 1.1 Schedule 12

Payment Trigger - Payment of the £78,550 is due prior to Commencement of any Development

1.1.7 **Noise and Vibration Monitoring Equipment Contribution - £31,625 (CPI)**

This contribution is towards such noise and vibration monitoring equipment as shall be required to accurately verify the impact of the Development (if any) both during construction and operational phases on noise and vibration levels in the area in the vicinity of the Site and as appropriate within the Site provided that such equipment shall be solely used in connection with the monitoring of the impact of the Development

Para 1.2 Schedule 12

Payment Trigger - Payment of the £31,625 is due prior to Implementation

1.1.8 **Longstanton Watercourse Flows Contribution - £1,500 (CPI)**

This contribution is towards the procurement of technical assistance by SCDC regarding design calculations for waterflows along the Longstanton watercourses within the Site.

Para 1.3 Schedule 12

Payment Trigger - Payment of the £1,500 is due prior to Commencement of the Earthworks

1.1.9 **Unexploded Ordnance Evacuation Event Planned Costs (N/A)**

This payment will relate to the combined cost for forward planning of all Unexploded Ordnance Evacuation Events which shall not total more than £10,000 (ten thousand British pounds) which shall be paid to SCDC and/or the County Council in such proportions as shall be set out in the Unexploded Ordnance Evacuation Event Planned Costs Demand

Para 2.1 Schedule 12

1.1.10 **Unexploded Ordnance Evacuation Event Live Costs (N/A)**

This payment will relate to any costs to SCDC and/or the County Council of directly supporting and resourcing any and all Unexploded Ordnance Evacuation Events and is capped at no more than £60,000 per each Unexploded Ordnance Evacuation Event

Para 2.2 Schedule 12

1.1.11 **Town Council Contribution - £11,250 (CPI)**

This contribution is towards the administrative costs associated with establishing pursuant to any statutory or policy guidance or requirements a town council/parish council/community council or other local representative body that will undertake any functions, roles, governance and/or responsibilities for Northstowe

Para 1.1 Schedule 13

Payment Trigger - Payment of the £11,250 is due prior to April 2015

1.1.12 **Electoral Support Contribution - £11,250 (CPI)**

This contribution is towards the administrative costs associated with holding an election for a town council or parish council related to Northstowe provided that this will not include the costs of candidates for any town council or parish council position for which elections are held

Para 2.1 Schedule 13

Payment Trigger - Payment of the £11,250 is due prior to April 2015

1.1.13 **Northstowe Phase 1 Maintenance Contribution - £1,500,000 (CPI)**

This contribution is towards any management and/or maintenance works reasonably required to be carried out in respect of the Public Realm

Para 6 Part 5 of Schedule 14

Payment Trigger - Payment in 4 instalments as follows:

Once the Northstowe Phase 1 Management and Maintenance Strategy has been approved or deemed approved by SCDC the Owners shall set up the Account and pay the Northstowe Phase 1 Maintenance Contribution into the Account as follows or as otherwise agreed with SCDC having regard to the end of the relevant contract maintenance period in relation to the Public Realm so as to ensure that there is gap of maintenance and/or funding in such regard

1.1.13.1 £375,000 to be paid prior to Occupation of 200 Dwellings

1.1.13.2 £375,000 to be paid prior to Occupation of 500 Dwellings

1.1.13.3 £375,000 to be paid prior to Occupation of 800 Dwellings; and

1.1.13.4 £375,000 to be paid prior to Occupation of 1100 Dwellings.

1.1.15 **Temporary Waste Facilities Contribution - £24,000 (N/A)**

This contribution is towards the provision of temporary waste facilities accommodating shoes clothes or books, or other types of waste as may be agreed by the Owner to be located in a position(s) within the Site as shown indicatively by blue circles on Plan 5 attached to the s.106 Agreement or in the vicinity of the Site in order to serve the Development

Para 1.1 Schedule 15

Payment Trigger - Payment prior to Occupation of 100 Dwellings

1.1.16 **Waste and Recycling Bins Contribution - £140,250 (CPI)**

This contribution is £93.50 per Dwelling for the provision of waste and recycling bins for each Dwelling forming part of the Development

Para 2.1 Schedule 15

Pro rata payment depending on the number of Dwellings in the relevant Development Parcel prior to Occupation of any Dwellings in the particular Development Parcel

1.1.17 **Webbs Hole Sluice Contribution - £277,500 (BCIS)**

This contribution is towards the installation of a new pumping station at the Webbs Hole Sluice and such installation being carried out and completed in accordance with the Webbs Hole Sluice Specification

Schedule 16

It is intended that subject to each of the matters set out in para 1 of Part 1 of Schedule 16 (and set out below for ease of reference) the Owners/Gallaghers will themselves carry out the "Webbs Hole Sluice Works" and the contribution which would otherwise have been paid by the Owners will be used by them in carrying out the said Works (and the balance of the costs then being funded by SCDC (and to be recovered from later Northstowe Phases and other new developments which benefit from the said works)

1.1.17.1 SCDC shall in their written response to the offer made by the Owners demonstrate that they have secured the necessary land and any necessary rights over any third party land and interests required for the carrying out of the Webbs Hole Sluice Works; and

1.1.17.2 SCDC shall in their written response to the offer unconditionally irrevocably guarantee to bear the Adjusted Works Costs and the Owners' Project Management Fee and shall in their written response propose an instalment repayment period schedule for the Adjusted Works Costs and Project Management Fee and the first instalment shall be made no later than the issue or deemed issue of the Webbs Hole Sluice Certificate; and

1.1.17.3 SCDC shall in their written response provide the Owners with any technical work regarding the design of the Webbs Hole Sluice Works that either (i) exists and is held within the control of SCDC or (ii) which SCDC could reasonably obtain at the date that SCDC write their response to the offer made as referred to above

C.1.2 Payments to the COUNTY COUNCIL

(Unless otherwise specified, all index linked by reference to Consumer Price Index (CPI) or BCIS General Building Cost Index (BCIS) as noted)

C.1.2.1. - Primary School and Secondary School (Schedule 2)

C.1.2.1.1	Primary School_Design	£1,200,000 (N/A)
C.1.2.1.2	Primary School_Construction	£9,800,000 (N/A)
C.1.2.1.3	Secondary School_Design	£1,000,000 (BCIS)
C.1.2.1.4	Secondary School_Construction	£7,000,000 (BCIS)

C.1.2.1.1 Primary School Design £1,200,000

The Owners shall pay the Primary School Building Design Contribution to the County Council in 8 instalments as follows:

-£150,000 (one hundred and fifty thousand British pounds) to be paid on or before the date which is 36 calendar months after the date of Implementation;

-7 further payments each of £150,000 by reference to the first payment

20,40,60,80,100 and 120 Working Days thereafter

C.1.2.1.2 Primary School Construction £9,800,000

The Owners shall pay the Primary School Building Construction Contribution to the County Council in 4 instalments as follows :

-£2,450,000 (Two million four hundred and fifty thousand British pounds) to be paid on the latter of the date :

-which is 36 calendar months after the date of Implementation; or

-which is 36 calendar months after receipt or deemed receipt by the Owners of "the Primary School Works Notice".

-3 further payments each of £2,450,000 by reference to the first payment

90,180 and 270 Working Days thereafter

C.1.2.1.3 Secondary School Design £1,000,000

-The Owners shall pay the Secondary School Building Design Contribution in 4 instalments each of £250,000 :

prior to Occupation of 100,175,225 and 300 Dwellings

C.1.2.1.4 Secondary School Construction £7,000,000

-The Owners shall pay the Secondary School Construction Contribution in 8 instalments each of £875,000 prior to Completion of 300,350,400,450,500,600,700 and 800 Dwellings

C.1.2.2 – Household Waste Recycling Centre (HWRC) (Schedule 3)

- £190,395 (BCIS)
- Payment trigger is prior to Occupation of 1400 Dwellings

C.1.2.3 On-site SUSTAINABLE URBAN DRAINAGE SYSTEM (SUDS)(Schedule 4)

£1,015,967 (CPI)

But NOTE that in the event that the On-Site SUDS are to be transferred to the Alternative Body the sum is not payable to the County Council and is instead payable to the Alternative Body and the sum payable will be the sum agreed between the parties by reference to any statutory or local guidance in place at the time of the transfer to be paid to the Alternative Body

Payment trigger

In the event that the County Council accepts the transfer of the On-Site SUDS the Owners shall pay the On-Site SUDS Contribution to the County Council in 4 instalments as follows:

- £200,000 (on transfer of the On-Site SUDS; and
- then 3 further instalments each of £271,989 on the fifth ,tenth and fifteenth anniversary of the transfer of the On-Site SUDS; and

C.1.2..4 Transport

C.1.2.4.1 Annual Transport Monitoring Contribution - £70,000 (CPI)

7 instalments payable as follows

- the first Annual Transport Monitoring Contribution on the date 3 months after the grant of Planning Permission; and

-thereafter the Annual Transport Monitoring Contribution is payable on the first anniversary and subsequent anniversaries of the date of Occupation of the first Dwelling

C.1.2.4.2 Bus Funding Contribution - £1,320,00 (CPI)

7 instalments as follows:

- £50,000 prior to first Occupation of the 50th Dwelling;
- £50,000 on the first anniversary of the date of first Occupation of the 50th Dwelling;
- 4 instalments each of £280,000 on the second ,third, fourth and fifth anniversary of the date of first Occupation of the 50th Dwelling;
- a final instalment of £100,000 on the sixth anniversary of the date of first Occupation of the 50th Dwelling;

C.1.2.4.3 Capital Transport Monitoring Measures Contribution - £860,000

C.1.2.4.3.1 This Contribution is in 4 instalments payable as follows

- £60,000 shall be paid on the date 3 months after the grant of Planning Permission;
- 3 further instalments each of £267,000 payable on Occupation of the 300th.900th and 1400th Dwelling;

C.1.2.4.3.2 Officers from the County Council have commented as follows in relation to this Contribution:

"...The £860,000... comprises £60,000 to pay for the monitoring points that were installed last year. The balance is intended to counter the impact of the traffic arising from phase 1. In practice schemes and proposed works will be considered through the transport working group."

C.1.2.4.4 CGB Capital Funding Contribution - £2,380,500 (PWLB)

3 instalments payable as follows:

- £380,500 prior to first Occupation of the 200th Dwelling;
- £1,000,000 prior to Occupation of the 700th Dwelling; and
- £1,000,000 prior to Occupation of the 1400th Dwelling.

C.1.2.4.5 Community Transport Contribution - £80,000 (CPI)

8 instalments as follows

- £10,000 (ten thousand British pounds) prior to Occupation of the first Dwelling;
- and then 7 further instalments each of £10,000 (on the first anniversary and subsequent anniversaries of the date of Occupation of the first Dwelling)

C.1.2.4.6 Cycleway Contribution - £932,000 (BCIS)

-3 instalments as follows:

- £50,000 (fifty thousand British pounds) on Commencement;
- and then 2 instalments each of £441,000 within 30 and 80 Working Days of receipt by the Owners of written evidence from the County Council that an award of the construction contract for the Off Site Footpath and Cycleway Works has occurred;

C.1.2.4.7 Travel Plan Co-ordinator Contribution - £75,000 (CPI)

5 instalments payable as follows:

£15,000 on first Occupation of any Dwelling;

And then 4 further instalments each of £15,000 paid on the date which is the first ,second
third and fourth anniversary of first Occupation of any Dwelling;

C.1.2.4.6 CEMP Contribution - £100,000 (CPI)

-See para 9 in Schedule 6

D. Affordable Housing – Schedule 7

D.2.1 20% Affordable Housing

- 2.1.1 Affordable Housing will be 20% of the total number of Dwellings across the whole of the Development
- 2.1.2 Affordable Housing will be within a range of 15%-25% on each Development Parcel where there is to be Affordable Housing but there is provision that subject to a minimum of 13 Development Parcels across the site there will be no requirement to provide any Affordable Housing in up to 3 Development Parcels
- 2.1.3 There is also provision that the Affordable Housing Units shall (unless otherwise agreed with SCDC) be constructed in clusters of a minimum of 15 and a maximum of 30 Affordable Housing Units within each Affordable Housing Site/Cluster and the Owners are obliged (unless otherwise agreed with SCDC) to secure that no less than 12 Clusters across the Development;

D.2.2 Affordable Housing Tenure

- 2.2.1 Affordable Housing across the 20% of Affordable Housing will be split
 - 40% Intermediate (Shared Ownership)
 - 60% Affordable Rent
- 2.2.2 This split shall apply across each relevant Development Parcel unless otherwise agreed in writing by SCDC and there is in any event provision under para 6.21 in Part 1 that SCDC shall be under no obligation to agree to vary or change an Affordable Housing Scheme which would result in less than 40% of the Affordable Housing units on any particular Development Parcel being for Affordable Rent
- 2.2.3 **Affordable Rent**

There is provision under the definition of “Affordable Rent” that rental levels for any individual Affordable Rental Unit shall not exceed the Local Housing Allowance level (or any equivalent benefit level) for that Dwelling or any equivalent benefit level) for that Dwelling unless otherwise agreed in writing by SCDC or unless Government Policy dictates otherwise

D.2.3 AFFORDABLE HOUSING MIX (AS TO NUMBERS OF BEDROOMS AND AVERAGE SIZE OF UNITS)

The Affordable Housing Mix shall unless otherwise agreed in writing by SCDC be as follows:

	Beds	Sq ft	Ave m2 (unit)	No
Affordable Rent -60%				
Flat	1	495	46.00	15
Flat	2	624	58.00	15
House	2	883	82.00	45
House	3	1,012	94.00	75
House	4	1,227	114.00	30
Shared Ownership-40%				
Flat	1	495	46.0	0
Flat	2	624	58.0	15
House	2	818	76.0	51
House	3	915	85.0	54
House	4	1,227	114.0	0

D.2.4 Affordable Housing Scheme

2.4.1 There is provision that prior to the submission of any Reserved Matters Application for each Development Parcel the Owners shall either:

2.4.1.1 in the event that the Development Parcel is to include Affordable Housing Units submit in writing to SCDC the Affordable Housing Scheme for its approval (and which Scheme shall include details of (i) the types, size number and broad locations of the Affordable Housing Units, clustering arrangements (ii) the mix and (iii) the tenure and such other information as SCDC may reasonably require; or

2.4.1.2 the Owners shall notify SCDC in writing that the Development Parcel shall not include any Affordable Housing Units

2.4.2 There is also provision that the Owners shall not Commence Development of any relevant Development Parcel until the Affordable Housing Scheme relevant to that Development Parcel has been approved or deemed approved by the SCDC pursuant to clause 18 of the Agreement;

2.4.3 There is scope under para 5 of part 1 of Schedule 7 for the Owners to seek an amend an Approved Affordable Housing Scheme but this subject to those matters set out in para 6 and which for example include the following:

“...6.1 SCDC shall be under no obligation to agree to vary or change an Affordable Housing Scheme which would result in less than 40% of the Affordable Housing units on any particular Development Parcel being for Affordable Rent

6.2 Before the Owners seek to vary the approved Affordable Housing Scheme they shall have first satisfied SCDC that they have used reasonable endeavours to provide the Affordable Housing in accordance with the Affordable Housing Scheme as originally approved

D.2.5 AFFORDABLE HOMES BUILD STANDARD

There are provisions that where an Affordable Housing Site is transferred to a Nominated Registered Provider or where an Affordable Housing Unit is transferred to SCDC (or SCDC's nominee) the following shall apply:

- 2.5.1 The Affordable Housing Units shall be constructed and completed (together with all necessary services connections and infrastructure) in accordance:
 - 2.5.1.1 with the requirements of the Department of Communities and Local Government's "Code for Sustainable Homes" energy efficiency and sustainability standards (or if such standards are superseded, the applicable standards from time to time) with the completed Affordable Housing Units achieving Code Level 4 or higher; and
 - 2.5.1.2 with HCA "Design and Quality Standards";
 - 2.5.1.3 with the relevant Affordable Housing Scheme.

D.2.6 Nominations

- 2.6.1 Under para 1 of Part 8 of Schedule 7 there is provision whereby the Owners covenant to ensure the retention at all times of the provision of:
 - 2.6.1.1 any of the Affordable Rented Units on first Occupation; and
 - 2.6.1.2 75% of the Affordable Rented Units on any subsequent Occupationin accordance with the Choice Based Lettings Allocation Scheme as produced by SCDC from time to time
- 2.6.2 there is also provision under Para 2 of Part 8 of Schedule 7 that no Dwelling designated for Intermediate Housing shall be occupied unless the Nominated registered Provider has first entered into a Nomination Agreement which reflects the arrangements set out in Part 9 of Schedule 7 or is in the District Council's then current form of Nomination Agreement which (inter alia) sets out the criteria for selecting those who qualify for occupation of the Dwelling, and the procedure for nominating prospective occupiers, the form of such agreement to be subject to any amendments reasonably required by the Approved AHP or its funders and agreed by the District Council acting reasonably

D.2.7 AFFORDABLE HOUSING SITE TRANSFER

Under paras 1.1 and 2 of Part 1 of Schedule 7 the Owners covenant with SCDC that if by Implementation contracts have been exchanged with a Nominated Registered Provider for the transfer and build of 300 Affordable Housing Units in accordance with an Approved Affordable Housing Scheme across the entire Site then the freehold interest in each relevant Affordable Housing Site will be transferred to the Nominated Registered Provider after the grant of the last Reserved Matters Approval for the Affordable Housing Units within the relevant Development Parcel

D.2.8 SALE TO SCDC or PAYMENT OF AFFORDABLE HOUSING CONTRIBUTION
(i.e Payment of Commuted Sum)

- 2.8.1 There a series of detailed provisions under Schedule 7 that deal with (i) a sale of the Affordable Housing to SCDC or (ii) payment of a commuted sum if by Implementation contacts have not been entered into between the Owners and a Nominated Registered Provider for the transfer and build of 300 Affordable Housing Units

E. COMMUNITY BUILDING AND SPORTS PAVILION – Schedule 8

E.1 Four different Options

1. There are four different options as to who constructs what and the Owners are required to serve a written notice on SCDC (prior to Occupation of any Dwelling) which notice sets out which of the four following options the Owners intend to elect to progress:

1.1 Option 1:

1.1.1 SCDC to construct the Community Building

and for the Owners to pay the Community Building Actual Contribution to SCDC

1.1.2 The Owners to construct the Sports Pavilion to the Sports Pavilion Detailed Specification SUBJECT TO the Sports Pavilion Cost Cap not being exceeded.

1.2 Option 2:

1.2.1 SCDC to construct the Sports Pavilion and for the Owners to pay the Sports Pavilion Actual Contribution to SCDC

1.2.2 The Owners to construct the Community Building to the Community Building Detailed Specification SUBJECT TO the Community Building Cost Cap (of if applicable the Community Building Maximum Spend) not being exceeded

1.3 Option 3:

SCDC to construct both the Community Building and Sports Pavilion and the Owners to pay the Community Building Actual Contribution and Sports Pavilion Actual Contribution to SCDC

1.4 Option 4:

the Owners to construct both the Community Building to the Community Building Detailed Specification **and the Sports Pavilion** to the Sports Pavilion Detailed Specification

E.2 The Schedule includes detailed definitions of the likes of the “Community Building Maximum Spend” and “Sports Pavilion Minimum Spend” and there are also provisions which allow SCDC to serve notice whereby it specifies how much of the Flexible Sum (defined to mean a sum between £1 and £220,000) is to be spent on the construction and fitting out of the Community Building and how much less is to be spent on the construction and fitting out of the Sports Pavilion. Any such notice from SCDC must be served as soon as reasonably possible following Commencement and in any event within 12 months of Commencement in which case (i) the Community Building Detailed Specification and the Sports Pavilion Detailed Specification then adjust to reflect that extra monies are to be spent on the Community Building and less monies spent on the Sports Pavilion and (ii) to reflect adjustments to what would otherwise have been the Sports Pavilion Cost Cap and the Community Building Cost Cap.

E.3 The Schedule also includes a whole host of detailed definitions.

For example

- E.3.1 The “**Community Building**” is defined to mean a community centre building whose internal floor space shall be 950 square metres (unless otherwise agreed between the Owners and SCDC) together with associated car parking facilities and associated landscape or amenity space to be provided as part of the Development for the use as a multi-use flexible community facility accommodating a variety of activities including but not limited to meeting space, play group area, functions room, recreation uses, health, community learning and library facilities (and which may as agreed between the Owners and SCDC include the Informal Single Court MUGA as part of the Community Building but such Informal Single Court MUGA shall otherwise be provided under Schedule 14)
- E.3.2 The “**Community Building Land**” is defined to mean the area of Serviced land within the Site not less than 0.207 hectares in size and more than 0.277 hectares in size PROVIDED THAT only in the circumstances where the Informal Single Court MUGA is located adjacent to or in the vicinity of the Community Building will the upper figure be applied and such land to be of the general shape and located within one of the areas shown indicatively edged orange on one of s.106 Plans which shall be provided by the Owners or such other area of Serviced land of a similar shape and in a location as may be submitted by the Owners to and approved by SCDC and capable of providing the Community Building, ancillary external servicing, circulation, storage, landscape, amenity space directly associated with the Community Building and essential car parking spaces being not less than 5 spaces and which may include the Informal Single Court MUGA and PROVIDED THAT in any event the Community Building Land shall be accessed by a road which will be built to an adoptable standard AND PROVIDED FURTHER that the Owners shall use reasonable endeavours to enter into a section 38 highway Agreement as to future adoption of such road within a reasonable timeframe having regard to the anticipated date of Completion of the Community Building
- E.3.3 The “**Community Building Specification**” is defined to mean a detailed specification to be prepared by or on behalf of the Owners by a suitably qualified and professionally approved person experienced in preparing and reviewing specifications for buildings of this sort and the detailed specification shall be approved or deemed to have been approved by SCDC which specification shall include room shapes sizes and heights as well as details of external and internal work specifications and finishes and also including details of services and heating and subject to there being sufficient funds available within the Community and Sports Contribution Cap or subject to Part 9 of this Schedule the Community Building Maximum Spend shall provide for a reasonable level of internal fitting out works and equipment consistent with the intended use as a Community Building

OPEN SPACE- SCHEDULE 14

F.1 Schedule 14 is a detailed Schedule covering Open Space and includes a whole host of provisions including arrangements for agreeing specifications for the different areas, arrangements as to laying out and inspections etc ,arrangements for issue of certificates of completion and arrangements for maintenance periods etc .

F.2 There are three key elements this summary seeks to highlight as to Schedule 14 ,namely

F.2.1 in terms of management and control,the Open Space will not be handed over to SCDC/the Town Council for 10 years after the various areas have been laid out and until then the Open Space (and also the Sports Pavilion) may be managed through Gallaghers, a Management Company or Alternative Body (as defined)

F.2.2 key provisions as to a Northstowe Phase 1 Management and Maintenance Strategy

F.2.3 terms of reference for a Steering Group for the management and maintenance of the Public realm

F2.2.1 - MANAGEMENT AND MAINTENANCE OF THE OPEN SPACE

Under Part 5 of Schedule14 the following are required are required

- the Owners are to submit the Northstowe Phase 1 Management and Maintenance Strategy to SCDC for approval or deemed approval prior to Occupation of any Dwelling comprised in the Development
- the Owners are to ensure that each area of Open Space Land shall be maintained in accordance with the Northstowe Phase 1 Management and Maintenance Strategy.
- the Owners are not to permit Occupation of any Dwelling until SCDC has approved or be deemed to have approved the Northstowe Phase 1 Management and Maintenance Strategy in writing.
- the Owners are not to permit Occupation of any Dwelling until the “Management Company” has been employed to ensure that the mechanism for recovery from future owners of the Dwellings of the maintenance costs for the Open Space Land as detailed in the Northstowe Phase 1 Management and Maintenance Strategy can be achieved.
- the Owners to implement or procure implementation of those aspects of the Northstowe Phase 1 Management and Maintenance Strategy reasonably within its control.and subject thereto to thereafter comply with the Northstowe Phase 1 Management and maintenance Strategy in all respects.

- the Owners to set up “the Account” and pay the Northstowe Phase 1 Maintenance Contribution (£1,500,000) into the Account as set out below (or as otherwise agreed with SCDC having regard to the end of the relevant contract maintenance period in relation to the Public Realm so as to ensure that there is no gap of maintenance and/or funding in such regard)
 - £375,000 to be paid prior to Occupation of 200 Dwellings
 - £375,000 to be paid prior to Occupation of 500 Dwellings
 - £375,000 to be paid prior to Occupation of 800 Dwellings; and
 - £375,000 to be paid prior to Occupation of 1100 Dwellings.

- it has been agreed that a maximum of £180,000 shall be permitted to be withdrawn from the Account to be used towards the management and maintenance of the Community Building and/or the Sports Pavilion PROVIDED THAT unless otherwise agreed by the Steering Group (set up in accordance with Part 10 of this Schedule) no more than £60,000 (sixty thousand British pounds) shall be entitled to be withdrawn from the Account in any one calendar year towards the management and maintenance of the Community Building and/or the Sports Pavilion

- it has also been agreed that no withdrawals shall be permitted to be made from the Account unless full use has first been made of any “Alternative Public Realm Funding”(see relevant definition) available at the time that a withdrawal is proposed to be made from the Account and that priority will be given by all parties to pursuing and utilising Alternative Public Realm Funding to undertake the Northstowe Phase 1 Management and Maintenance Purposes.

F.2.2.2 - MAINTENANCE SCHEME PROVISIONS

Under Part 6 of Schedule 14 the following have been agreed

- The Northstowe Phase 1 Management and Maintenance Strategy shall be prepared by the Owners in writing and which shall include details of the following:
 - Responsibility for maintaining the areas of Open Space Land which may involve transfer of the liability to a Management Company (consistent with the other provisions of this Agreement)of all or any parts of the aforementioned areas;
 - frequency of maintenance of the different areas of Open Space Land;
 - measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Northstowe Phase 1 Management and Maintenance Strategy;
 - standards of maintenance and repair to be achieved in respect of the different areas of Open Space Land

- The Northstowe Phase 1 Management and Maintenance Strategy shall also include provisions regarding how the costs of the maintenance shall be funded.

F.2.2.3 TERMS OF REFERENCE FOR THE STEERING GROUP FOR
THE MANAGEMENT AND MAINTENANCE OF THE PUBLIC REALM

Under Part 10 of Schedule 14 the following has been agreed:

F.2.2.3.1 Timing and purpose of the Steering Group

- SCDC and Gallagher to establish, as soon as reasonably practicable after the approval of the Northstowe Phase 1 Management and Maintenance Strategy, a Steering Group of relevant qualified persons to deliver the actions necessary to deliver the Northstowe Phase 1 Management and Maintenance Strategy.
- The purpose of the Steering Group is to oversee the Northstowe Phase 1 Management and Maintenance Purposes and to ensure that the SCDC, County Council, Northstowe Parish/ Town Council (where such body is established), Gallagher and any other relevant organisation act collaboratively on the decisions that have to be made in managing and maintaining the Public Realm there for the benefit of the residents of the Development.

F.2.2.3.2 Representation

Initially, the Steering Group shall consist of one representative from each of the following:

- The County Council
- SCDC
- Gallagher
- the Town Council
- Any other Alternative Body with a legal interest in the Public Realm

F.2.2.3.3 Approvals

Approvals by the Steering Group shall unless stated otherwise be decisions approved/agreed by a majority of the parties on the Steering Group SAVE THAT in the event that Gallagher acting reasonably is not one of the parties in that majority then Gallagher may if it wishes the majority decision not to apply refer the matter to an Expert for determination and in such cases the approval shall be suspended and shall not be capable of being relied and acted upon unless and until the decision of the majority has been confirmed as reasonable by the Expert.

F.2.2.3.4 Terms of Reference

The initial terms of reference of Steering Group will be as set out below but this will not prevent the Steering Group adding to or amending the terms of reference at a later date PROVIDED THAT any such additions or amendments are reasonable and necessary:

- To ensure the Northstowe Phase 1 Management and Maintenance Strategy is implemented according to the agreed regimes and standards contained within it.
- To explore all funding mechanisms in order to supplement the Northstowe Phase 1 Maintenance Contribution and in making recommendations, acting advising or otherwise acting within the terms of reference that the Steering Group shall operate within shall always give priority to pursuing and utilising (or securing the pursuit and utilisation) of Alternative Public Realm Funding to undertake the Northstowe Phase 1 Management and Maintenance Purposes rather than using the Northstowe Phase 1 Maintenance Contribution.
- To receive and review monthly update reports on management and maintenance issues provided by the contractors and organisations managing and maintaining the Public Realm
- To review the operation of the Northstowe Phase 1 Management and Maintenance Strategy from time to time taking into account relevant performance indicators and targets
- To liaise with any Parish Councils whose administrative boundaries about the Site

F.3 TRIGGERS AS TO COMPLETION OF LAYING OUT OF OPEN SPACE

F.3.1 Sports Pitches, Formal Park and NEAP

- Prior to Occupation of 350 Dwellings

F.3.2 LEAPs and SIPs

-No later than whichever of the following shall be the first to occur in respect of each respective LEAP and/or SIP:

-Occupation of 50% of the Dwellings within the Development Parcel that the LEAP and/or SIP forms part of; or

-Occupation of 75% of the Dwellings which are adjacent to or have a frontage facing the respective LEAP and/or SIP.

F.3.3 LAPs

- Each respective LAP to be completed no later than whichever of the following shall be the first to occur in respect of each respective LAP:
 - Occupation of 50% of the Dwellings within the Development Parcel that the LAP forms part of; or
 - Occupation of 75% of the Dwellings which are adjacent to or have a frontage facing the respective LAP.

G. SCHEDULE 16 - WEBBS HOLE SLUICE

G.1 RELEVANT DEFINITIONS

"Webbs Hole Sluice Contribution"	means the sum payable by the Owners to SCDC which shall be the lesser of
	1. the Webbs Hole Sluice Contribution Costs Cap; and
	2. 15% (fifteen percent) of the Webbs Hole Sluice Works Costs
"Webbs Hole Sluice Contribution Costs Cap"	means the sum of £277,500 (two hundred and seventy seven thousand and five hundred British pounds);
"Webbs Hole Sluice Works"	means the installation of a new pumping station at the Webbs Hole Sluice... carried out and completed in accordance with the Webbs Hole Sluice Specification;
"Webbs Hole Sluice Specification"	means a written specification to be submitted by the Owners to SCDC for approval prepared by or on behalf of the Owners by a suitably qualified and professionally approved person experienced in preparing specifications for pumping stations of this particular sort and the detailed specification shall include details as to build standards materials and specifications

G.2 WEBBS HOLE SLUICE WORKS

G.2.1 Under para 1.1 of Schedule 16 the Owners are required prior to Commencement of any of the Dwellings to serve written notice on SCDC making a formal offer to SCDC to undertake and complete the Webbs Holes Sluice Works

G.2.2 Acceptance by SCDC of such offer is SUBJECT TO the following :

-SCDC demonstrating that it has secured the necessary rights over any third party land and interests required for the carrying out of the Webbs Hole Sluice Works; and

-SCDC unconditionally and irrevocably guaranteeing to bear the "Adjusted Works Costs" and the Owners' "Project Management Fee

G.2.3 In the event that SCDC declines or otherwise does not accept the offer for the Owners to carry out the Webbs Hole Sluice Works then SCDC covenants with the Owners to accept the Webbs Hole Sluice Contribution in lieu of the Owners carrying out the Webbs Hole Sluice Works and then the following provisions apply:

- SCDC shall use all Reasonable Endeavours to complete or procure completion such that the Webbs Hole Sluice Works are completed prior to Occupation of 350 Dwellings; and
- any obligation on the Owners to carry out the Webbs Hole Sluice Works pursuant to Schedule 16 shall cease to have effect;

G.2.4 The Schedule has a series of detailed provisions as to Defects and Inspections etc where the Webbs Hole Sluice Works are carried out by the Owners

H. MONITORING

Clauses 16.2 and 16.2 provide as follows;

- 16.2 On the first anniversary of the date Commencement occurred and every six months thereafter until the Occupation of the last Dwelling constructed pursuant to the Planning Permission the Owners shall provide a monitoring report to both SCDC and the County Council ("**Regular Monitoring Report**") which shall set out the following:
- 16.2.1 details of progress in relation to each of the obligations contained in this Agreement; and
 - 16.2.2 the number of Dwellings Occupied in the preceding six months and in total since Commencement AND PROVIDED FURTHER THAT the Owners shall provide a final written report within 20 Working Days of Occupation of the last Dwelling.
- 16.3 Within 15 Working Days of service of the Regular Monitoring Report on both SCDC and the County Council (or such later date as may either be proposed by the Owners in writing and approved by SCDC and the County Council or as may be imposed by SCDC and the County Council and notified in writing to the Owners) the Owners and SCDC and the County Council shall meet to discuss any defaults in performance as identified by the Regular Monitoring Report and will agree forthwith such remedial action as may be required PROVIDED THAT where the Regular Monitoring Report does not identify any defaults in performance such a meeting shall not be required to be convened.

I. SECURITY

3 separate forms of Security are being offered as follows:

- I.1 Company Guarantee from JJ Gallagher Limited (clause 25)
- I.2 Bonds (clause 26)
- I.3 Legal Charge (clause 27)

A copy of the "Table of Securities" (which appears at Appendix 5 of the s.106 Agreement) is attached and this sets out which of the above are applicable to specified Contributions and/or Works in Kind

The above summary represents a broad overview of a number of the key provisions of the s.106 Agreement and some of the Schedules but is not intended to be a complete summary of all matters.

SJP Reid

27/1/2014

Definitions of Implementation and Commencement

"Implementation"

means for the purposes of references to Implementation in clause 5.1.2, clause 6.4 and in relation to all triggers as to the Primary School Building and including all Contributions payable in connection with the Primary School Building by the carrying out of any material operation within the meaning of Sections 56(2) and (4) of the 1990 Act and where the matters set out and numbered 1-4 below shall not be excluded for the purposes of determining if Implementation has occurred PROVIDED THAT the following matters numbered 1-4 below shall not for the purposes of other references to Implementation in this Agreement constitute a material operation and consequently shall not individually or together constitute Implementation:

3. Site clearance works;
4. Site-investigation works
5. Archaeological investigations and digs. and
6. Ecological surveys, investigations, assessments and mitigation works which for the avoidance of doubt shall include any and all works to complete any process for lizard translocation;

"Commencement"

means the date upon which any material operation, as defined in section 56(4) of the 1990 Act, in connection with the Development has begun to be carried out PROVIDED THAT the following matters shall not constitute a material operation and consequently shall not individually or together constitute Commencement:-

1. demolition (save for any demolition requiring listed building consent or conservation area consent);
2. site clearance;
3. ground investigation, testing and remediation of contaminated land in accordance with details statements and proposals submitted pursuant to planning condition 9 imposed on the Planning Permission;
4. the provision of infrastructure boreholes permitted by the Town and Country Planning General Permitted Development Order 1995 or any amendment or replacement thereof;
5. the provision of underground drainage and sewers and the laying and diversion of other services and service medium;
6. construction of temporary accesses and/or temporary highway works to facilitate the carrying out of the Development;
7. archaeological investigations and digs;
8. ecological surveys, investigations assessments and mitigation works;
9. excavation, deposition, compaction and levelling of materials to new contours;
10. the construction of boundary fencing or hoardings (including the erection of an enclosure for the purpose of site security),
11. erection of temporary facilities for security personnel and the erection of security cameras;
12. works and operations to enable any of the foregoing to take place:
 - 12.1 clearance of ordnance for the purpose of paragraph **Error! Reference source not found.** of Schedule 12;
 - 12.2 site compounds and welfare facilities/buildings/enclosures

and the term "Commence" shall be construed accordingly and for the avoidance of doubt this shall not include the implementation of any other planning

permission in respect of any part of the Site;