

## SnOasis s106 Agreement – Heads of Terms

### INTRODUCTION

This document outlines the Heads of Terms (HoTs) which are being negotiated between the Applicant, Mid-Suffolk District Council (MSDC) and Suffolk County Council (SCC). Given that the outline planning permission authorising the development of the site was granted in 2008 (and varied in 2011) the s.106 agreement relating to that consent needs to be updated to reflect the realities of the scheme; updates to the manner in which it is due to be delivered and to remove obligations which have already been satisfied by the Applicant.

As such, the original s.106 agreement will be replaced with a new s.106 agreement currently being negotiated between the parties.

The following detail reflects the most up to date position in terms of the points agreed between the parties. It also highlights areas that are still being negotiated in relation to which a delegation to the Acting Chief Planning Officer (ACPO) in consultation with the Cabinet Member for Economy is proposed. It gives an overview of the planning obligations secured under the original s.106 agreement and explains what obligations will be secured under the new s.106 agreement.

Clause in Existing s106	Existing s106 Obligation Title	Original Requirement Description	Proposed Variation to s106 Agreement	Additional Comments
Main body of the agreement (clauses 1 – 21)	N/A	N/A	Clauses 1 – 21 will remain relevant to the new agreement and should be retained insofar as they reflect the changes made (predominantly in respect of “Definitions”) to the Schedules of the agreement.	-
<b>Schedule 1</b>				
Ownership detail	N/A	N/A	Schedule 1 will be amended to reflect the change in ownership of the site (which was acquired by the Applicant in September 2018 from Onslow Gipping Limited).	-
<b>Schedule 2</b>				
1	Police Payment	To make a payment to the Council in respect of police resourcing.	This clause will be removed because it has been satisfied through another section 106 agreement (dated 23 December 2010 between MSDC, SCC, Onslow Suffolk, AIB Group and Onslow Gipping).	The Applicant will also be providing security on site as part of the development, as such this obligation is not necessary as part of the new s.106 agreement.
2	Security and Resilience Strategy	To submit a security and resilience strategy to the Council.	This obligation will be secured by way of planning condition instead of being in the s.106. It will be secured Pre-Occupation.	-
3	SnOasis Planning Project Officer Payment	To make payments to MSDC for a project support officer to assist with the planning application and implementation.	This obligation will be removed because the Applicant has made all payments due under this obligation (payments of £200,000).	-
4	A12/A14 Trunk Road Measures	A number of measures were required, including works to the Copdock Interchange, Trunk Road Works and New signing for the trunk road works	This obligation is being removed from the s.106 agreement. Highways England has provided that this scheme is not expected to cause further adverse impact on the Strategic Road Network.	-

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5	Highway Works and Transport Provisions	Paras 5.6 onwards (relating to the Chapel Lane Measures) are no longer required as these measures were necessitated by delivery of the railway station	These obligations will be removed because they relate to works linked to the railway station, which is not being delivered as part of the development.	-
6	Sproughton Mitigation Measures	Road works to upgrade Sproughton junction	This obligation is to remains within the scheme.  SCC is proposing a figure of £350,000 to secure this obligation.	-
7	Minor Highways Contribution	A contribution to be paid to SCC to secure measures to undertake local highway improvements	This obligation is to remain within the scheme.  SCC is proposing a figure of £100,000 to secure this obligation.	-
8	Railway Station	To deliver a new railway station and associated improvements	The new railway station is not being delivered because the planning permission for it has expired and it is no longer a sustainable and viable solution given other objectives on the rail network. The train operating company will not stop any new railway station being built but would not service it. As such this obligation, will needs to be removed and replaced with alternative sustainable transport solutions.  The Applicant will instead deliver a shuttle bus service. The Applicant is also in discussions with Abellio Greater Anglia to support improvements to Stowmarket station to improve access between platforms.  SnOasis will not be able to operate until those station improvements have been implemented. It is understood between the applicant and the local planning authority that operation of SnOasis is contingent upon the delivery of those improvements.  SCC is proposing that the Applicant provides it with a bond of £200,000 to cover the running of the shuttle bus from SnOasis to Stowmarket Station.	-
9	Passenger Transport Arrangements	The provision of transport arrangements between the site and Gt Blakenham station.	This obligation will be amended to reflect the changes specified above (e.g. between Ipswich and / or Stowmarket) as opposed to connection to Gt Blakenham train station.  The Applicant is also proposing to deliver a shuttle bus service, as mentioned above.	-
10	Travel Plan	To provide MSDC with a Travel Plan.	This obligation will remain.	-
11	Visitor Management Strategy	To restrict the number of visitors to the site including the number of large conferences per year and the size of these conferences.	This obligation is being deleted on the basis that the updated traffic impact assessment considers the impacts of conferences and the revised mitigation measures account for this and render it unnecessary.	-

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12	Servicing Management Strategy	To provide a servicing management strategy to detail measures of the site servicing required.	This obligation is being deleted and will be secured by planning condition.	This detail will be secured pre-occupation because the detail in the strategy is relevant to operational activities as opposed to construction activities.
13	Countryside Management Warden Payment	A payment is to be made to MSDC towards a Warden / officer time (£30k)	This is being retained but the trigger of the payment is to be amended so that payment is provided six months before development begins.	-
14	Landscape Mitigation & Management Plan	To provide MSDC with a Landscape and Mitigation Plan	This clause will be varied/removed due to the submission of the EMMP (see no. 16) as part of the RMA application. It is secured by condition.	-
15	Landscape Mitigation Payment	A payment towards securing landscape mitigation measures	This payment is being retained.	-
16	Ecological Mitigation and Management Plan (EMMP)	To provide MSDC with an EMMP	The EMMP has been provided to MSDC as part of the RMA application. This clause needs to be varied/amended to reflect this and the content of the EMMP.  Monetary obligations will remain in place.	-
17	Community Woodland	To provide access to the woodland on the development site for the public to use in accordance with an approved plan.	Retain.	The landownership position has changed and this clause needs to be amended to reflect what rights the Applicant can grant under the s.106.
18	Public Access	Requirement to provide public access to specified areas of the site approved in accordance with a plan.  To pay £50k towards the integration of the development into the PROW network.	The trigger to change from commencement of development to prior to a material start within Phase 1.  The £50k payment to be retained.  SCC is proposing that the cost of legal orders for creation, compensation extinguishment amendment and improvement works: £370,000.  SCC proposing that the Applicant pays a contribution of £300,000 in delivering a 3km bridleway around the site.	The landownership position has changed and this clause needs to be amended to reflect what rights the Applicant can grant under the s.106.
19	Environmental Health Officer Payment	A contribution towards EHO time.	Remove because this is no longer required.	-
20	Waste Management Plan	A waste management plan / strategy is to be submitted to MSDC.	It is proposed to remove this obligation and secure this measure through a planning condition.  A high-level waste strategy has been submitted to MSDC as part of the RMA application. The trigger should be moved to pre-occupation rather than pre-commencement.	-

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21	Waste Compensation Payment	To pay SCC £600,000 towards undertaking waste management initiatives.	Obligation to be retained.	-
22	Sustainable Drainage Strategy and Systems Plans	To provide MSDC with detail of a Sustainable Drainage Strategy.	This obligation will be removed. An overarching Surface Water Drainage Strategy was submitted to the Council as part of the RM application which refers to SUDS features. Final drainage strategy and details to be secured by condition.	-
23	Lighting Strategy and Monitoring Plan	To provide a Lighting Strategy to MSDC for approval.	Remove and secure by planning condition.  High level Lighting Strategy submitted as part of the RMA.	-
24	Air Quality Management Strategy and Monitoring Plan	To provide an Air Quality strategy to MSDC.	Remove and secure by planning condition.  Air Quality covered by the Environmental Statement submitted in support of the RMA.	-
25	Sustainable Energy Strategy	To provide a Sustainable Energy Strategy to MSDC.	Retain.  Energy Strategy of 2017 has been produced in collaboration with the Council's Sustainability Officer and demonstrates that the requirements of this obligation remain feasible and achievable.	-
26	Public Art	To provide a contribution towards public art/public realm improvements up to value of £300k	Retain but amend the definition of "public art" to reflect that public art can be delivered through innovative choices made through the design of the scheme rather than a specific art piece.	-
27	SnOasis Business Forum	A business forum to be established to propose training, review initiatives and make recommendations	This measure will be retained, though the detail is expected to be amended to reflect that initiatives etc. in those schedules are up to date and that the trigger is appropriate. The Applicant considers that the trigger for delivery of this should be post Phase 1 (or after a material start has been made on site) as opposed to prior to Commencement of Development.	- This element requires a delegation to the ACPO in consultation with the Cabinet Member for Economy

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28	Local Procurement Strategy	To provide MSDC with detail on the procurement strategy for works associated with the construction of the development	<p>This measure will be retained, though the detail is expected to be amended to reflect that initiatives etc. in those schedules are up to date.</p> <p>The Applicant considers that the trigger for delivery of this should be post Phase 1 (or after a material start has been made on site) as opposed to prior to Commencement of Development.</p>	- Ditto
29	Business Brokerage Service Payment	To pay the Council £25k towards a brokerage service to facilitate businesses engaging with the development.	<p>This measure will be retained, though the is expected to be amended to reflect that initiatives etc. in those schedules are up to date.</p> <p>The Applicant considers that the trigger for delivery of this should be post Phase 1 (or after a material start has been made on site) as opposed to prior to Commencement of Development.</p>	- Ditto
30	Training Initiatives	To provide MSDC with a training initiatives specification which makes people aware of the employment opportunities of the development	<p>This measure will be retained, though the detail is expected to be amended to reflect that initiatives etc. in those schedules are up to date.</p> <p>The Applicant considers that the trigger for delivery of this should be post Phase 1 (or after a material start has been made on site) as opposed to prior to Commencement of Development.</p>	-Ditto
31	Meet the Buyer Event	To establish a meet the buyer event to allow local producers and constructors contact with the scheme and to identify opportunities	<p>This measure will be retained, though the detail is expected to be amended to reflect that initiatives etc. in those schedules are up to date.</p> <p>The Applicant considers that the trigger for delivery of this should be post Phase 1 (or after a material start has been made on site) as opposed to prior to Commencement of Development.</p>	- Ditto
32	Crèche Provision	To provide 100 child care spaces	Retain	-
33	Local Information Point	To provide a local information point within the site to provide information on events etc. in Suffolk and North Essex	Remove on the basis of the Education Centre being provided.	-
34	Construction Management Plan	To provide a CMP	<p>Remove. This measure can be secured through planning condition.</p> <p>An Outline CMP has been submitted to MSDC as part of the RMA application</p>	-
35	Decommissioning Plan	To submit a Decommissioning plan to MSDC	Retain.	-
36	Viridor Land	N/A	-	This clause relates to an area of land adjacent to the Site and not relevant to the RMA applications.

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37	Area A and Area B	N/A	-	This clause relates to an area of land adjacent to the Site and not relevant to the RMA applications.
38	Temporary Visitor Centre	To provide a temporary visitor centre as part of the development	This is no longer required and the obligation will be deleted. Details of an 'Education Centre' have been submitted to MSDC as part of the RMA application. Any further requirements in respect of this provision can be secured by way of a planning condition.	-
39	External Reference Group	To establish an external reference group	This is being retained though the detail is expected to be amended to reflect and ensure that initiatives etc. in those schedules are up to date.	-This element requires a delegation to the ACPO in consultation with the Cabinet Member for Economy
40	Fire Officer Secondment Payment	To pay SCC a contribution of £150k towards a Fire Officer	This sum (£150k Index Linked) has already been paid to SCC so it is being removed.	-

3 March 2019