

Oxford North Hybrid planning application (reference 18/02065/OUTFUL) – Section 106 Head of Terms

Note: Further consideration will be given to whether any of the proposed obligations could acceptably be dealt with in conditions.

ELEMENT	REQUIREMENT OR AMOUNT ¹	DETAILS
1 PARTIES		
2 AFFORDABLE HOUSING		
On-site provision	<p>35% of Dwellings² to be Affordable Housing (AH), subject to this % increasing as a consequence of a viability review process.</p> <p>Each of phases 1 to 4³ to have at least 35% AH.⁴</p>	<p>Not to Commence development in a Phase that includes housing until an Affordable Housing Scheme (AHS) for that Phase has been approved by the Council.</p> <p>Phasing and delivery terms to be agreed to include a restriction on Occupation until construction of the AH has begun, and a restriction on Occupation of Market Dwellings in a Phase until the Affordable Housing Units for that Phase have been Provided.</p> <p>The AH for each Phase is to be comprised of:</p> <ul style="list-style-type: none"> • 80% Social Rented • 20% Intermediate Tenure <p>unless otherwise agreed with the Council as part of an AHS.</p> <p>To use Reasonable Endeavours to seek grants and other monies towards the delivery of AH in each Phase.</p>

241

¹ All contributions to be cost indexed from the date of the consultee request or the relevant date of the cost appraisal, tailored to the appropriate rate.

² Minimum of 168 Dwellings out of the total 480 residential units.

³ There will need to be a condition/obligation requiring a phasing plan (that can be amended with agreement) setting the parameters for phases.

⁴ To ensure balanced and mixed community in all phases and majority of AH not pushed to latter phases.

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Affordable Housing Adjustment	Additional affordable housing if grant benefit or CIL reduction.	<p>Any benefit from public loan or reduction in CIL will be accounted for in a viability review.</p> <p>The agreement will provide for a tabulated way of identifying the additional affordable housing required if grant is secured or the level of CIL is reduced.</p> <p>The level of affordable housing will increase if:</p> <ul style="list-style-type: none"> • the rate of CIL applicable to any Phase is reduced below the indexed level assumed; and/or • any public grant or public loan funding is made available for the development or any of the supporting infrastructure such that the total public funding received exceeds the amount that was included in the Viability Appraisal supporting the application.
Viability Review	Upwards only review to allow provision of up to 50% of Dwellings or financial equivalent.	Early-, mid- and late-stage reviews based on the Greater London Authority (GLA) viability review model.
3 PUBLIC REALM		
Public Open Space	Provision of open space	Agree programme and specification for delivery before Commencement. Other details including phasing to be agreed. Management regime to be agreed
Children's Play	Provision of open space.	Agree programme and specification for delivery before Commencement.

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Space		Other details including phasing to be agreed. Management regime to be agreed.
Public Art	In-kind contribution of public art.	Overall strategy to be approved prior to first Occupation. Strategy to provide for delivery and maintenance.
Estate Management Plan	Management regime for site as a whole.	A management and maintenance plan including costs shall be prepared to provide details of the proposed site-wide approach to matters such as access, safety, events, cleaning, maintenance, parking and servicing controls, including but not limited to SUDs, general landscaping, rubbish collection, Public Open Space and Children's Play Spaces. Submitted and approved prior to first Occupation.
4 TRANSPORT AND HIGHWAYS		
Strategic Corridor Works	Entry into Highways Agreement prior to commencing relevant part of the Strategic Corridor Works. A44 Interim Scheme Corridor Works completed prior to first Occupation of Phase 1A. Delivery of A44 Works prior to first Occupation of Phase 2A or alternative agreed trigger. Delivery of the A40 Works by OCC ⁵ before first Occupation of Phase 1A.	

⁵ The LGF/LEP funding is to fund these works but if this fund falls away or is insufficient, the Developer is fund the A40 Works.

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On-site Infrastructure	<p>Masterplan and phasing strategy for approval Prior to commencement.</p> <p>Link road between A40/A44 to be delivered Prior to Occupation.</p>	<p>To submit a masterplan and phasing strategy for approval. It shall include the provision of on-site footpaths and cycle links and ensure all areas of the site are to be publicly accessible at all times.</p> <p>The link road (only) between A40 and A44 is to be delivered to an adoptable standard.</p> <p>Ensure public access for all on-site footpaths, cycle links and roads.</p> <p>Provisions for the long term maintenance of all infrastructure within a Phase is to be agreed with the Council, including the necessary fund/security necessary to secure the long term management of the on-site infrastructure, which will remain in the Developer's ownership or an Estate Management Company.</p>
Peartree Interchange Improvements	CIL	OCC to deliver the Peartree Interchange Improvements comprised of [insert description] as shown on [insert Plan reference] (the Peartree Specification) part-funded (12 per cent of the overall cost of the scheme) by the CIL paid by the Developer
Peartree Interim Scheme	Provision	Prior to first Occupation in any phase excluding Phase 1A unless OCC has committed to delivery of the Peartree Interchange Improvements
Car Parking Management Plan (CPMP) for Site and each component	<p>Submit and obtain approval for a site-wide CPMP.</p> <p>Each Phase is to have its own CPMP, in addition to but consistent with a CPMP for the whole outline scheme.</p>	<p>Prior to first Occupation</p> <p>Prior to Occupation of relevant Phase</p>

ELEMENT	REQUIREMENT OR AMOUNT ¹	DETAILS
Travel Plans for each component of the scheme	Agreement and operation of travel plans.	<p>Each component in a Phase is to have its own travel plan or be addressed as an extension to an existing travel plan. It shall contain targets for the total number of journeys to and from the Development by specified modes of travel.</p> <p>Each approved travel plan is to be implemented and complied with during the lifetime of the development.</p> <p>Detail to be agreed.</p>
Travel Plan Monitoring Contribution	£6,000	<p>Pay the Travel Plan Monitoring Contribution.</p> <p>It is to be used to by the County Council to monitor compliance with travel plan, in particular, whether the proposed modal shift targets are being achieved or not.</p>
TRO	£5,000 ⁶	Pay the County's costs associated with any variations to the Traffic Regulation Order (i.e. off-site changes for a crossing to the primary school).
5 OTHER FINANCIAL OBLIGATIONS		
The Bus Enhancement Contribution	£2.88 million, payable in 8 instalments	If the full amount of the Bus Enhancement Contribution is not spent or required on account of the services becoming self-sustaining, any balance is to be applied towards the delivery of the Unfunded Supporting Infrastructure and/or saving reflected in the next viability appraisal, as

⁶ This is the estimated cost only and the County's full costs associated with the TRO needs to be paid.

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		directed by the Council.
Carbon offset Contribution	Conditional payment ⁷	Contribution if fail to meet BREAAAM or other appropriate standards.
Off-site Habitats Contribution	TBC	<p>Developer to submit a scheme for the delivery of 3 hectares of off-site biodiversity enhancements in an area of Cutteslowe Park⁸ including implementation proposal and maintenance in perpetuity.</p> <p>Developer to carry out an assessment and submit it to the Council to confirm the 3 hectares of enhancement has been delivered. If the requirement level of enhancements has not been met, the Developer is to buy into an ecology bank scheme to reach the appropriate level.</p>
6 RESTRICTED USE		
Employment	<p>15,850 m2 for Phase 1A</p> <p>Up to 87,300 m2 for entire development</p>	<p>Need to agree tenant profile– priorities -- science-based and knowledge economy activities directly linked to the key clusters and sectors in Oxford (i.e. technology, research, bio-technology and spin offs from the universities and hospitals)</p> <p>A requirement to prepare a marketing plan for Council approval.</p>

⁷ Mechanism for calculating sum to be agreed

⁸ To ensure net gain in habitats as per NPPF

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7 EMPLOYMENT INITIATIVES		
Community Employment Plans (CEP)	To provide local residents with access to employment.	<p>Developer to submit a draft plan for approval in accordance with the requirements of emerging Policy E4.</p> <p>Developer to implement and comply with the approved plan during construction and operation phases.</p> <p>Developer to monitor and submit an annual report to the Council concerning adherence.</p>
8 NON-FINANCIAL OBLIGATIONS / OTHER		
Notices	N/A	To give the Council advance written notice of events.
Housing Mix	N/A	The overall housing mix is to comply with paragraph 5.18 of the AAP and the Balance of Dwellings Supplementary Planning Document (SPD) unless otherwise agreed or superseded by new policy or guidance
Accessibility	N/A	<p>Development to be Building Reg Part M compliant or its equivalent (as amended from time to time) and comply with policy CP13. In particular:</p> <ul style="list-style-type: none"> • 5% of Dwellings to be in compliance with Building Regulation requirement M4(3) 'wheelchair user dwellings' • remaining 95% of Dwellings to be wheelchair accessible and adaptable units in compliance with Building Regulation requirement M4(2) 'accessible and adaptable dwellings'

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Energy Loop⁹	Provision of energy loop.	<p>The energy loop shall be designed to a capacity to allow for future phases of the Development to link into the energy sharing loop.</p> <p>Unless agreed otherwise, each subsequent Phase is to follow the same energy strategy and link/connect into the energy sharing loop.</p> <p>Developer to use reasonable endeavours to ensure for future Phases that renewal technologies (such as heat pumps and PV panels) are wired into the local power network to reduce the consumption of grid electricity by the energy loop plant future, subject to viability.</p> <p>Requirement to continue to meet evolving best practice in relation to sustainability credentials and energy efficient techniques.</p> <p>Developer to offer future Phases the right to connect into the energy loop on reasonable commercial terms.</p> <p>Management Vehicle to manage and maintain the energy sharing loop scheme.</p>
Health and Sustainability¹⁰	Secure a healthy development.	<p>Reasonable endeavours shall be used to:</p> <ul style="list-style-type: none"> • continue to meet evolving best practice in relation to sustainability credentials and energy efficient building techniques • use energy-positive technology to ensure climate resilience • ensure that the principles of good design for health and wellbeing including inclusive design are embedded into the design of the Development and to explore new and innovative strategies for

⁹ Required by Policy NG9 of the AAP

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		<p>working in partnership across sectors to deliver the best possible wellbeing outcomes for current and future tenants and residents</p> <ul style="list-style-type: none"> • achieve integrated and accessible sustainable transport systems, with walking, cycling and public transport designed to be the most attractive forms of local transport for new residents to travel within the Development and to key local destinations.
SUDS	Provision and maintenance of SUDs	<p>Before commencing in a Phase, to submit and have approved by the Council the precise details of the SUDS for each Phase.</p> <p>To deliver the SUDS in accordance with the approved details</p> <p>To submit for approval a scheme for the on-going maintenance of the SUDS and not to Occupy any floorspace in a Phase until the relevant scheme has been approved</p> <p>The SUDS shall be maintained by the Management Vehicle in accordance with the approved estate management plan (that is informed by the approved SUDS scheme)</p>
Facilitating comprehensive development	Protection of ability for comprehensive development.	<p>Development to be designed not to prejudice access to neighbouring land¹¹ or the direct cycle link to Parkway.¹²</p> <p>Developer to will use reasonable endeavours to assist neighbouring landowners to:</p> <ul style="list-style-type: none"> • deliver a direct cycle link to Parkway;

¹¹ Includes the remaining land in the Northern Gateway Site Allocation, including the Merton Land and the OCC land and any adjoining land

¹² As defined on page 165 of DAS

ELEMENT	REQUIREMENT OR AMOUNT ¹	DETAILS
		<ul style="list-style-type: none"> facilitate the refurbishment or redevelopment of existing built areas of the Northern Gateway site (at the Wolvercote Roundabout and Peartree Interchange) to further enhance the strategic approach to the City. <p>Developer to make access and service connections available to the neighbouring land upon a fair and equitable contribution having been paid by them i.e. a proportionate share of the strategic infrastructure costs¹³ or the cost of any upgrades that are directly related to the neighbouring land and would otherwise not need to be incurred (e.g. capacity upgrades beyond what the Developer would need for itself). No land premium shall be charged.</p>
Delivering development	Delivery Test related obligations	Obligations to ensure that development is delivered on programme and in full.
Mortgagee's consent		Council's standard wording. Liability is not limited to when mortgagee in possession only.
Interest		3% above Bank of England cash rate.

¹³ This excludes the Core Infrastructure Costs which are dealt with separately

ELEMENT	REQUIREMENT OR AMOUNT ¹	DETAILS
9 DISTRICT COUNCIL OBLIGATIONS		
Spending of Contributions		<p>Any unspent or unexpended contributions 5 years after the date of payment are to be reallocated to and used to deliver the Unfunded Supporting Infrastructure¹⁴ or towards further AH depending on the Council's priority at the time.</p> <p>Any unspent or unexpended contribution at the later of 5 years from payment or 5 years after the date of completion of the development shall be returned to the developer.</p>
CIL agreement with OCC		<p>The Council shall enter into an agreement with OCC agreeing to onward pay CIL equivalent [£1,716,685] to the amount of the Peartree Interchange Contribution, CPZs, A44 commuted sums and A40 commuted sums to OCC [final figure to be confirmed].</p>
Infrastructure in lieu of CIL		<p>The Council to use reasonable endeavours to make infrastructure payments under regulation 73A of the CIL Regs available in its area and will accept (subject to the requirements of regulation 73A being complied with) the direct delivery of:</p> <ul style="list-style-type: none"> • those elements of the A44 Corridor Works that bring public benefits (as per the schedule produced by PBA) by the Developer in satisfaction of CIL owed in connection with the latter phases of the Development up to maximum value of £5,535,000 (irrespective of the final costs of the works). • the routes to school as shown coloured [insert] on plan [insert

¹⁴ Unfunded Supporting Infrastructure means any the infrastructure items that the Developer is not making a full contribution to (due to viability reasons and the Council's preference to secure a higher level of on-site affordable housing) but which are set out in policy as being required as part of the delivery of the Northern Gateway Site.

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		reference] by the Developer in satisfaction of CIL up to maximum value of £123,500 (irrespective of the final costs of the works).
External Funding	N/A	Use reasonable endeavours to assist the Developer with any proposals for external funding.
Seeking Contributions	N/A	<p>A reasonable endeavours obligation to seek contributions from future developments that benefit from¹⁵ the Core Infrastructure that is forward funded by the development i.e. neighbouring land.</p> <p>Any contribution collected by the Council towards the Core infrastructure Costs¹⁶ is to be returned to the Developer (net of all reasonable collection costs) and removed from the Developer's Cost for the purposes of the Late Stage Review unless the Late Stage Review has already occurred, in which case the contribution(s) is to be used to deliver the Unfunded Supporting Infrastructure</p>
Neighbouring land obligations	N/A	To ensure that any Section 106 Agreement for the neighbouring land:

¹⁵ Where they would satisfy the tests in CIL Regulation 122

¹⁶ **Core Infrastructure Costs** means costs expenses fees charges and any other form of expenditure directly attributed to provision of the Corridor Works and Peartree Interchange Improvements Contribution including the:

- (a) Design, planning and construction costs for the infrastructure;
- (b) Land acquisition costs; and
- (c) Value of land being set aside or taken up to deliver the Core Infrastructure at open market value

ELEMENT	REQUIREMENT OR AMOUNT ¹	DETAILS
		<ul style="list-style-type: none"> • is generally consistent with the Developer's s106 agreement; and • includes an obligation on the landowners to seek to enter into an equalisation agreement¹⁷ with the Developer and pay a fair and equitable contribution towards the Core Infrastructure Costs
10 COUNCIL FEES		
Monitoring costs	5% of the total contributions	Contribution to be used towards monitoring compliance with the legal agreement
Legal fees	£TBC	Pay the Council's reasonable costs in connection with the preparation and completion of the Section 106 Agreement (including work on the HOT and those elements of the Council Committee report relating to the planning obligations and the conditions. It includes internal and external legal fees

¹⁷ **Equalisation** means financial payments between the Developer and the owner(s) of any land forming part of the AAP area to ensure that they both make a fair and equitable contribution towards the Core Infrastructure Costs and Common Site Infrastructure (including the costs of any services etc.)

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