

## Fossetts Farm – Committee Report s106 HoTs Appendix

The Section 106 contributions (as set out below), which will form part of the Section 106 Agreement, are considered to comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

Should planning permission be granted, the following contributions are deemed necessary to make the scheme acceptable in planning terms, they are directly related to the development and are reasonably related in scale and kind to the development:

<b>Affordable Housing</b>
<ul style="list-style-type: none"><li>• A minimum of 30% Affordable Housing to be provided on-site in each phase, until Affordable Housing equivalent to 30% of the Development as a whole has been provided</li><li>• Tenure Split 59% affordable rent and 41% shared ownership (unless otherwise agreed)</li><li>• Affordable housing dwelling mix for full part of applications 40% 1-bed units, 42% 2-bed and 19% 3-bed units (unless otherwise agreed)</li><li>• Affordable housing dwelling mix (for outline element of the application) of 38% 1-bed units, 46% 2-bed, 15% 3-bed and 1% 4-bed unit (unless otherwise agreed)</li><li>• Not to occupy more than 35% of market housing units in each phase until 100% of affordable housing in that phase has been practically completed and transferred</li><li>• Nominations of Affordable Housing Units (as applicable)</li><li>• Restriction on use of affordable housing units for affordable housing</li><li>• Council's standard provision for chargees of affordable housing</li><li>• All housing, including Affordable Housing to meet Nationally Described Space Standards</li></ul>
<b>Secondary Education</b>
<ul style="list-style-type: none"><li>• Phased contributions towards Secondary Education provision calculated on a formula basis to be used towards upgrading/refurbishment/extension at Cecil Jones Academy, Southchurch High School or Chase High School</li><li>• Payable prior to Commencement of each phase</li><li>• In respect of each 2 bed Market Residential Unit: The multiplier of 0.03 multiplied by the cost per new pupil place of £18,469 multiplied by the number of 2 bed Market Residential Units to be provided in the relevant phase multiplied by the regional multiplier of 1.02 (Indexed)</li><li>• In respect of each 3 bed Market Residential Unit The multiplier of 0.25 multiplied by the cost per new pupil place of £18,469 multiplied by the number of 3 bed Market Residential Units to be provided in the relevant phase multiplied by the regional multiplier of 1.02 (Indexed)</li><li>• In respect of each 4 bed Market Residential Unit The multiplier of 0.25 multiplied by the cost per new pupil place of £18,469 multiplied by the number of 4 bed Market Residential Units to be provided in the relevant phase multiplied by the regional multiplier of 1.02 (Indexed)</li></ul>
<b>RAMS</b>
<ul style="list-style-type: none"><li>• Tariff based contribution in accordance with Essex Coast RAMS SPD adopted by LPA on 30 October 2020, currently £127.30 per dwelling (Indexed)</li><li>• Payable prior to Commencement of each phase</li></ul>
<b>Highways</b>

- In the highways section, "match-day" refers to any First Team League, Cup or friendly match. Events are to be treated the same as a First Team match.
- Contribution of £10,000 for Cuckoo Corner roundabout towards monitoring and changing the signal times of the Cuckoo Corner junction to cater for traffic associated with the Development payable prior to first occupation.
- A contribution of £100,000 for VMS and car park guidance signage which is to be integrated into the Council's traffic and parking management system. The VMS is for the construction phase as well as for the long term. Payable prior to commencement of development.
- A contribution of £15,000 towards the provision of webcams / cameras to link the Council's Traffic control centre to Cuckoo Corner, Bell, Eastern Avenue / Sutton Road roundabout and Eastern Avenue / Royal Artillery Way / Hamstel Road roundabout. Payable prior to commencement of development.
- A contribution of £500,000 towards the consultation and implementation of a flexible Controlled Parking Zone/series of Controlled Parking Zones and the enforcement thereof in the vicinity of the site excluding costs associated with unlocking the parking signs for match-days and events, which are to be met by the owner. TRO costs to be met by the owner and to be in place prior to commencement of development. Any additional associated costs to be covered by the owner including but not limited to any required as a result of adjustments to the TRO and CPZ areas, and additional consultation. Payable prior to commencement of the Stadium, Phase 1A.
- Site Wide TRO Contribution of £30,000 towards traffic regulation orders required on the site or in the vicinity of the site as part of the development. Payable on the first anniversary of commencement.
- Contribution of £10,000 towards the establishment of a traffic regulation order to enable coach parking at Temple Farm for match-days and events £10,000. Cost does not include unlocking the parking signs for match-days and events, which is to be met by the owner. TROs to be in place before occupation of the Stadium. Payable prior to commencement of the Stadium, Phase 1A.
- Contribution of £20,000 towards pedestrian signage signposting people to and from the Stadium, payable before commencement of the Stadium, Phase 1A.
- Contribution of £100,000 towards cycle network improvements and feasibility study in the vicinity of the Site to ensure cycle ways proposed as part of the Development link to the current and planned cycle network. Payable prior to commencement.
- Contribution of £70,000 towards four real time bus passenger information boards to be displayed at the bus stops and in the vicinity of the site to contribute to the overall pedestrian and vehicle management measures, which are required as a direct consequence of the development (*permission to carry out the installation not to be withheld by the landowner*). First instalment of £40,000 to be paid on the first anniversary of commencement of Zone A, second instalment of £30,000 to be paid on the first anniversary of commencement of the Stadium, Phase 1A.
- Contribution of £60,000 to provide two bus shelters and associated works at the Fossetts Way bus stops plus a coach shelter and associated works in the vicinity of the Stadium to contribute to the overall pedestrian and vehicle management measures, which are required as a direct consequence of the development (*permission to carry out the installation not to be withheld by the landowner*), the first instalment of £40,000 payable on the first anniversary of commencement of Zone A and the second instalment of £20,000 payable on the first anniversary of commencement of the Stadium, Phase 1A.
- Highway works to take place on the highway (as identified in condition 46) to be secured by appropriate trigger points and pursuant to a S278 Agreement to be entered before commencement, to include supervision fee up to a maximum of 10%, including:  
Before occupation:
  - Eastern Avenue Access Works;
  - Fossetts Way Roundabout Works;
  - Sutton Road Access Works;
  - Eastern Avenue Pedestrian Works;
  - Eastern Avenue Crossing Works;
  - North South Pedestrian Works;

- Fossetts Way Pedestrian Access Works;
- Fossetts Way Toucan Crossing Works;
- Sutton Road Western Footway Works;
- Eastern Avenue Footway/Cycle Works; and
- Bus Stops to be provided on Fossetts Way.

Before occupation of the Stadium, Phase 1A:

- Stadium Rising Bollards Works;
- Supporters Way Works;
- PERS Works; and
- Coach Stops to be provided.

Before occupation of the earlier of the Stadium, Phase 1A, or more than 350 residential units:

- Eastern Avenue/Sutton Road junction improvements, signalisation and crossing works; and
- Royal Artillery Way/Hamstel Road junction improvements, signalisation and crossing works.

- Sustainable Transport Contribution of £200,000 payable before first occupation for the monitoring of trip rates, use of sustainable transport measures and further highway improvements if deemed necessary to mitigate the transport impact of the Development.
- Travel Strategy Group to be established to monitor sustainable transport/modal split targets for match-days and non- match days until the later of the 10<sup>th</sup> anniversary of first occupation or until practical completion of the development as a whole with the ability to recommend the drawdown of the Sustainable Transport Contribution, Council to have final approval of recommendations made and draw down of the Sustainable Transport Contribution. Travel Strategy Group to liaise with the Travel Plan Co-ordinator and with the Stadium Transport Liaison Group. Stadium Transport Liaison Group to be formed of the following stakeholders:
  - Southend United Football Club;
  - Southend-on-Sea Borough Council;
  - Bus and Rail Operators;
  - Essex Police, Fire and Ambulance Services;
  - British Transport Police; and
  - Local businesses, such as Waitrose.
- Prior to occupation to procure additional bus services to be provided for a minimum period of 10 years between Southend Travel Centre and the new Stadium, the costs of which shall be met by the Applicant. Provisions to include details for approval of the arrangements by the Council, together with regular monitoring obligations. Bus obligations include but are not limited to:
  - Prior to first occupation the applicant will need to procure for a minimum period of 10 years commencing upon and including the first operating day the following bus provisions:
  - As a minimum the bus service must serve the proposed Fossetts development site and travel to and from Southend Town Centre.
  - To provide a half hourly bus service to the site from 7am to 11:00pm Monday to Friday and from 7:30am to 10:30pm on Saturdays. On Sundays and bank holidays to provide an hourly service from 8:00am to 10:00pm. The use of the bus services to be monitored and dependent on usage to increase the headway if required.
  - For match-days and event days the bus service will need to be enhanced with buses every 20 minutes during the 2 hours before a match/event and to every 20 minutes until 2 hours after a match/event. During the match/event the bus service can go back to the 30 minutes headway.
  - The applicant must liaise with the bus operating companies to procure registered bus services and these bus routes and services must be agreed in writing by SBC before implementation.
  - Bus service operation must be reviewed by the applicant and discussed with SBC within the first year of the site opening to confirm the level of provision.

- The applicant must attend meetings with SBC regarding bus provision, routes and patronage at the same frequency as meetings of the Travel Strategy Group.
- To provide shuttle buses on match-days and event days to transport people from and to the key train stations. As a minimum serving Southend Central Station, the Travel Centre and the Stadium running every 15 minutes for 2 hours before a major event and every 15 minutes for 2 hours after a match/event.
- The following works that have been identified in the PERS (Pedestrian Environment Review System) Audit shall be carried out and completed in accordance with a S278 Agreement prior to first occupation of the Stadium, Phase 1A:
  - Short Street (west footway) – Install dropped kerbs and tactile paving at all crossovers, resurface footway with high quality paving slabs and address tree roots, create more obvious crossing point from west to east footway where the west footway ceases.
  - Short Street (east footway) – Install lighting and CCTV cameras
  - East Street between Prittlewell and Sutton Road (north footway) – Widen north footway. Relocate street furniture to sides once footway widened, install dropped kerbs and tactile paving, and provide pedestrian signage.
  - East Street between Prittlewell and Sutton Road (south footway) – Install dropped kerbs, tactile paving, provide pedestrian signage.
  - Eastern Avenue between Sutton Road and Fossetts site (north footway) – Provide pedestrian signage to use south side or alternative route signage.

### **Continuity of Provision**

- Continuity of training pitches, associated car parking and Clubhouse
- a) New training pitches to be provided to an equivalent or better standard than the existing training pitches and to be available for use, including a lease for their use having been granted, before any works are undertaken to the existing training pitches. The new facilities shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council.
  - b) New car parking facilities to be provided to an equivalent or better standard than the existing car parking facilities and to be available for use, including a lease for their use having been granted, before any works are undertaken to the existing car parking facilities. The new facilities shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council.
  - c) New Clubhouse to be provided to an equivalent or better standard than the existing Clubhouse and to be available for use, including a lease for their use having been granted, before any works are undertaken to the existing Clubhouse. The new facilities shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council.
  - d) In the event temporary training facilities are to be made available, they shall continue to be made available until the new Clubhouse is provided and made available.
  - e) Not to carry out any works connected to the Development until the Council have confirmed in writing that they are satisfied that planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council has been granted and demonstrated to be free from legal challenge

Not to carry out any works connected to the Development until the Council have confirmed in writing that they are satisfied that parts (a), (b), (c), (e) and if relevant (d) have been satisfied.

- Not to carry out works connected to the Development until funding of all parts of the Delivery Strategy, from Homes England or some other suitable source, to secure the delivery of the Stadium Phase 1 and other works has been secured in binding contracts and has been demonstrated to the written satisfaction of, and approved in writing by, the Council.

- Not to carry out any works in connection with Residential Units until written confirmation that an unconditional Construction Contract or Contracts for specified works have been entered into with a commencement date within a specified period and this has been demonstrated to the written satisfaction of the Council.
- Not to carry out any works in connection with more than 850 Residential Units until the Stadium Phase 1 and the new training facility or temporary training facility are practically complete and operational for the hosting of professional football matches

### **Amenity Space and Management Plan**

- Landscaping Scheme required before commencement of each phase to identify details, ensure legibility, public access and maintenance and how future maintenance will be funded, to secure the benefits of the amenity space identified in the planning application for the lifetime of the development to be submitted to and approved in writing by the Council.
- Manager to be established and appropriately funded for the residential open space, and the Stadium open space to be maintained by the Stadium operator, both with a costs budget to be submitted to the Council for approval in writing.
- Residential public open space to be provided at not less than 1.48ha, including a 0.75ha linear park within the Site as shown on the Land Use Parameter Plan (Plan FOF-LDA-XX-XX-XX-DR-N-ST-00005) and a minimum of 0.73 hectares of public realm including town squares, pocket parks and structural landscape, including play space provision which must include an equipped play space (Local Equipped Area for Play) of 400m<sup>2</sup>, informal provision (Local Area for Play) for an additional 100m<sup>2</sup> and a 30m landscape buffer adjacent to the Scheduled Ancient Monument the siting and details of which are to be approved as part of each Reserved Matters Application
- Stadium public open space provided at not less than 2.9h including Supporters Way and Fan Plaza
- Open space to be practically complete, inspected and opened to the public in accordance with specified triggers.

### **Car Club**

- Owner to enter into an agreement with a car club operator for a period of 10 years before occupation of any residential units
- Provision of 10 car club vehicles, and a minimum of one year free memberships and a specified number of free driving hours for future occupiers at the cost of the Developer for a ten year period (10 car club spaces secured by condition)
- Provision of car club vehicles to be linked to phasing, with at least three car club vehicles available and on site at first occupation of any residential units, and not more than 350 residential units occupied until a further 7 car club vehicles are available and on site.

### **Employment and Skills**

- At points to be agreed, to:
  - enter into a Training Agreement with the Council and/or a training provider for the provision of on-site construction training during that Phase for people living in the Council's area; and
  - comply with the provisions of the relevant Training Agreement during each Phase.
- 15% local labour for construction phase (reasonable endeavours)
- 20% local labour for end user phase (reasonable endeavours)
- 15% local supply chain (reasonable endeavours)
- Apprenticeships and Traineeships numbers to be determined on a phase by phase approach, based on capital value and number of units. Statement in S106 to commitment to apprenticeships and traineeships.

- Cash contribution to support 150 individuals gaining the SECTA training at the rate of £300 per person, over the duration of the first and second phases, aligning with the traineeship and apprenticeship opportunities, with training to take place before the commencement of each phase.
- If targets are not achieved, £1000 for every percentage point missed to be invested in associated skills, employment or business activity.
- Monitoring provisions.
- Consideration of provisions for training/permanent employment in the completed development

#### **Travel Plan and Travel Plan Monitoring Fee**

- Secure implementation of the Travel Plan (including Match Day Travel Plan) and monitoring.
- Travel Plan Monitoring Fee of £5,000 per annum for 10 years from first occupation of a residential unit (Provision of Travel Plan secured by condition)
- Travel Plan Co-Ordinator to be appointed before first occupation of a residential unit for a ten year period

#### **Travel Packs**

- Travel Packs to be approved by the Council and provided to each residential unit prior to occupation
- Travel Packs must contain, among other things:
  - 4 x travel cards for use on local buses valid for 2 weeks
  - 4 x season tickets for use on c2c or Greater Anglia train lines valid for 1 week.
  - Details of free car club membership valid for 1 year
  - Details of 10 car club driving hours for those eligible
  - Details of personalised Journey Planning to be provided to the first occupier of each residential Unit prior to occupation

#### **CCTV**

- CCTV to be provided, applicant to demonstrate reasonable endeavours to link their CCTV system to the Council's system before occupation of each phase, applicant to be responsible for the costs of connecting

#### **Scheduled Monument**

- Contribution to be paid over a ten year period, with the first payment on Commencement of the first phase of the Development, towards the implementation of a management plan for the Prittlewell Camp Scheduled Monument,
- Contributions:
  - Year one: £110,200
  - Year 2 - costs £6,950 plus revenue maintenance costs £11,700
  - Years 3 -10 annual maintenance costs of £11,700 per annum
- Scheduled Monument Management Plan to be submitted, approved and implemented, including but not limited to dealing with the provision of access and rights to carry out works and maintenance

#### **Community Use**

<ul style="list-style-type: none"> <li>Community Soccer Dome Community Use Agreement, Stadium Community Use Agreement and Community Use of Artificial Grass Pitches to be implemented in accordance with details approved pursuant to planning conditions 55 and 56</li> </ul>
<p><b>Major Event Day Plan</b></p>
<ul style="list-style-type: none"> <li>Secure implementation of the Major Event Day management plan the details of which are secured by condition 77.</li> </ul>
<p><b>Public Art</b></p>
<ul style="list-style-type: none"> <li>Public Art to be provided at Fan Plaza, Supporters Way and Linear Park, unless otherwise agreed in writing with the Council to a minimum total value of £150,000</li> <li>Strategy to be submitted to and agreed in writing with the Council before the commencement of each phase in which public art is to be located.</li> <li>Art to be provided in accordance with specified triggers</li> </ul>
<p><b>Community Fund</b></p>
<ul style="list-style-type: none"> <li>Payment of a contribution towards a fund to provide community benefit of £25,000 prior to first occupation of the residential units</li> </ul>
<p><b>Cecil Jones Memorial Ground Improvement Contribution</b></p>
<ul style="list-style-type: none"> <li>Payment of a contribution of £40,000 for the supply and installation of a multi-play unit and associated safer surfacing at Jones Memorial Ground Play Area, payable prior to first occupation of residential units</li> </ul>
<p><b>SUCET</b></p>
<p>Obligation to implement the SUCET increased activities in accordance with the initiatives and targets set out in the Sporting and Community Benefits statement including but not limited to:</p> <ul style="list-style-type: none"> <li>Steering group established, of which the Council, Southend United Football Club, Citizen Housing LLP and the Registered Provider are members, to oversee the proposed activities/initiatives, programme/timetable and implementation of activities, to include measures to be introduced where falling short on 5 year plan</li> <li>Monitoring reports to monitor progress against the 5 year plan and benchmarked against the value of the proposed initiatives in the 5 year plan, with alternative proposals to be implemented to achieve an equivalent value (if required)</li> <li>Obligation on applicant to make required facilities available to SUCET to implement the activities</li> <li>Prior to first occupation of the Stadium, applicant to submit a schedule of when SUCET activities will be operating from the Fossetts Farm site, to be agreed with the Council in writing and implemented by the applicant</li> </ul>
<p><b>Other Provisions</b></p>

- Contributions and caps to be subject to Indexation
- Agreement to include appropriate provisions regarding the return of unspent, uncommitted contributions
- Legal fees
- S106 Monitoring fees
- Monitoring provisions
- Enforcement of details secured by condition for offsite works, including but not limited to:
  - (i) Construction Logistics/Traffic Management Plan
  - (ii) SMP
  - (iii) Local Area Management Plan
  - (iv) Car Park Management Plans
  - (v) Major Event Day Travel Plan
  - (vi) Travel Plan
- Phases currently comprise Phase 1A, Phase 1B, Phase 1C, Phase 1D, Phase 2A, Phase 2B and Phase 3. Provision for dealing with any changes to the time for compliance with Section 106 Agreement obligations in the event of changes to the phasing plan agreed in writing with the Council
- Provisions for binding Council and Loxford Land
- Joint and several liability by the owners
- Release from restrictions contained within previous Section 106 Agreement