

## Roots Hall – 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>			
<b>Unit Type</b>	<b>Private</b>	<b>Affordable</b>	<b>Total Amount</b>
1 bed	88	46	134
2 bed	111	47	158
3 bed	111	36	147
4 bed	40	13	53
Houses/Duplex 3/ 4 bed	0	10	10
<b>Total</b>	<b>350</b>	<b>152</b>	<b>502</b>

- All Affordable housing units to be provided as affordable rented units, 152 units in total
- 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
- Nominations of Affordable Housing Units (as applicable)
- Restriction on use of affordable housing units for affordable housing
- Council's standard provision for chargees of affordable housing
- All Housing, including Affordable Housing to meet Nationally Described Space Standards

### **Secondary Education**

- 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
- Payable prior to Commencement of each phase
- 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)
- 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)
- 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)

### **RAMS**

- Tariff based contribution in accordance with Essex Coast RAMS SPD adopted by LPA on 30 October 2020, currently £127.30 per dwelling
- Payable prior to Commencement per phase

## Highways

- CPZ contribution of £10,000 towards consultation on the introduction of a CPZ and the cost of provision if required, payable before first occupation
- Works to the Fairfax Dr/Victoria Avenue junction, Prittlewell Chase/Fairfax Drive junction to be secured by a Highways Agreement under Section 278 of the Highways Act 1980 as follows:
  - Widening the Fairfax Drive approach to the Victoria Avenue signal junction to provide 2 x 3 metre traffic lanes;
  - Providing markings for the right turn movements from Victoria Avenue to Fairfax Drive and Priory Crescent in accordance with approved detailed designs;
  - Providing two left turn lanes from Prittlewell Chase onto Fairfax Drive;
  - TRO and appropriate signage to prevent U turns on Fairfax Drive;
  - Or in the event of changes to the baseline situation alternative works with detailed final design and triggers to be agreed, taking into account junction improvement works to be undertaken by the Local Highways Authority pursuant to DfT Levelling up fund submission;
- TRO and signage for entrance of Shakespeare Drive.
- Scheme to be submitted to and approved in writing by the Council prior to commencement, works in accordance with the Highways Agreement to be practically complete before first occupation.
- The detailed designs (including relevant road safety audits) of all accesses and egresses into the development and designs of surrounding junctions should be agreed with the Council in line with the final road safety audit approved by the Council.
- Highways Agreement to include a supervision fee of maximum of 10%.

## Continuity of Stadium Provision

No development whatsoever, including but not limited to any demolition or stripping out of the existing stadium, shall commence unless and until:

- a) the new Stadium application comprising all of elements of Stadium phase 1 including the provision of the new Football Pitch, the erection of the east, west and southern stands with seating to accommodate no less than 13893 spectators, identified on Phasing Plan 22274-CW-ZZ-AA-M3-A-Site-SO.RVT Revision P-O3 at Fossetts Farm and set out in approved plans and in the Development Framework Specification at paragraph 2.5 under reference 17/00733/FULM is granted full planning permission by Southend on Sea Council;
- b) Phase I including the provision of the new Football Pitch, the erection of the east, west and southern stands with seating to accommodate no less than 13893 spectators and Supporters Way is built out fully in accordance with the permission(s) granted and subsequently made available for use whether by Southend Football Club or any other Club to the satisfaction of the Director of Planning or Head of Planning and Building Control; and
- c) Adequate supporters, players and staff car parking and public transport provision on match days is laid out and made available in accordance with planning permission 17/00733/FULM and planning permission granted by Rochford District Council under reference 17/00436/FUL Land North of Smither's Chase
- d) Adequate replacement clubhouse facilities of equivalent or better provision have secured planning permission and been delivered to a standard which enables them to be used and are made available for use to the written satisfaction of the Director of Planning or Head of Planning and Building Control. The new facilities ultimately shall be those set out in planning application reference 17/00436/FUL Land North of Smither's Chase submitted to Rochford District Council. If prior to the provision of that clubhouse facility a temporary facility is to be provided it shall continue to be made available until the new facilities set out in planning application reference 17/00436/FUL are provided and made available for use to the written satisfaction of the Director of Planning or Head of Planning and Building Control.

The Owner shall submit to the Council for approval in writing a report including evidence of the satisfactory practical completion of all elements set out above, completed and executed agreements for lease for all the above facilities for a minimum of 20 years in a form annexed to the Agreement, and a safety certificate authorising the use of the Stadium by the public. No development whatsoever shall commence unless and until all matters set out above are evidenced to the written satisfaction of the Director of Planning.

### **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.
- Management and funding arrangements to be specified.
- Public Space areas to meet specified minimum area requirements
- 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 2 car club vehicles, and a minimum of one year free memberships for the first occupants of each residential unit of the development and five free driving hours for future occupiers at the cost of the Developer for a ten year period (2 car club spaces secured by condition)
- 2 car club vehicles to be available and on site at first occupation of any residential units

### **Employment and Skills**

- 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 individuals gaining the SECTA training at the rate of £300 per person, aligning with the traineeship and apprenticeship.
- If targets are not achieved, £1000 for every percentage point missed to be invested in associated skills, employment or business activity.
- Monitoring provisions.

### **Travel Plan Monitoring Fee**

- Travel Plan Monitoring Fee of £3,000 per annum for 5 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 five year period.

### **Travel Packs**

- Travel Packs to be approved by the Council and provided to each residential unit prior to first 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 a minimum of 5 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

### **Other Provisions**

- Contributions to be subject to Indexation
- Agreement to include appropriate provisions regarding the return of unspent, uncommitted contributions
- Legal fees
- S106 Monitoring fees
- Monitoring provisions
- Phasing
- Provisions for binding Council Land
- Enforcement of details secured by condition for offsite works, including but not limited to:
  - S106: Continuity of Stadium Provision – Condition: Retention of operational stadium until Fossetts Farm is operational
  - S106: Car Club – Condition: Car Parking Provision
  - S106: Travel Plan Monitoring Fee – Condition: Residential Travel Plan
  - S106: Travel Packs – Condition: Residential Travel Plan
  - S106: Enforcement of details secured by condition for offsite works – Condition: Detailed Highways design