

**Application: 22/02771/OUT****Appeal: APP/W0530/W/23/3315611****1.0 Introduction**

- 1.1 This document contains a set of Heads of Terms in relation to the proposed development at Cambridge North.
- 1.2 The Appellant has engaged in pre-application discussions with key stakeholders and had regard to national and local planning policy to establish the planning obligations that may be required in relation to the development proposals which are the subject of this planning appeal.

**2.0 Phasing**

- 2.1 The nature of the proposed development is such that certain obligations are identified as necessary to mitigate the development as a whole, whereas others are linked to a specific part or phase of the development. The final column of the table below identifies the relevant part of the development to which the obligation relates. To ensure the s.106 agreement, when prepared, functions correctly in practice, it is proposed that the s.106 agreement ensures that obligations bind the relevant part of the development to which they relate.

ITEM OF MITIGATION	OBLIGATION OR CONTRIBUTION	DETAIL	PHASE
<b>Housing / Affordable Housing</b>			
40% of the for sale element of the residential development to be affordable housing  The 'for sale' element of the residential is all of the residential except for the Build to Rent element	Obligation to deliver on-site	On-site provision of 40% of the for sale element of the residential development to be affordable housing. Tenure mix anticipated to be 70% rented and 30% intermediate. There will be a mix of unit sizes.  The market and affordable housing will be delivered within the same block and therefore the affordable housing will be ready for occupation at the same time as the market housing.	The market & affordable housing block within the Green Phase (being Block S13-16) (see Green Phase on S106 Plan)
20% of the Build to Rent element of the residential development to be Affordable Private Rent	Obligation to deliver on-site	On-site provision of 20% of the Build to Rent element as Affordable Private Rent at 20% market discount on rent. To be managed by the Private Build to Rent operator. There will be a mix of unit sizes.	The Build to Rent Blocks within the Green Phase (being Blocks S11-12 & S17-21)

		The Build to Rent units will be delivered in two blocks. Each block will contain 20% Affordable Private Rent. The Affordable Private Rent within each block will be ready for occupation at the same time as the rest of the market build to rent within that block.	
Build to Rent controls	Obligation to deliver on-site	Control on use of build to rent to ensure it operates as intended. Controls to be in place before occupation of the Built to Rent Units.	The Build to Rent Blocks within the Green Phase (being Blocks S11-12 & S17-21)
<b>Community</b>			
Meanwhile uses	Temporary on-site provision during construction phases	Agree a scheme for meanwhile uses for each of the Red, Green and Yellow Phases (to the extent justified for that phase). Implement approved scheme during the construction of that phase as appropriate. To cover public open space, growing areas and allotments.	The Red; Green and Yellow Phases
Community Use	Obligation to deliver on-site	An obligation to provide a room for community use, provision as part of the Development with a minimum area of 55m <sup>2</sup> . The room is anticipated to be provided within the market & affordable housing block within the Green Phase (Block S13-16)	Green Phase
Library	Contribution	Contribution of £37,642 to off-site provision – the scale of which has been determined with reference to County Council guidance and local plan policy SC/4.  Contribution payable on first occupation of 1st residential unit.	Green Phase
<b>Sports and Recreation and Public Realm</b>			
Off-site sports provision	Contribution	Contribution to off-site sport provision in line with Sports England and Local Plan requirements in the sum of £299,762 consisting of:  a) Sports Hall – £149,485 b) Swimming Pool - £150,277	Green Phase

		Contribution payable on first occupation of 1st residential unit.	
Informal open space and public realm	Obligation to deliver on-site.	<p>On-site provision. Obligation to manage and maintain by a management company in accordance with an approved management scheme.</p> <p>Before commencement of construction on each phase which is to contain open space to agree a scheme and programme for delivery of the informal open space and public realm, and a management and maintenance plan. Thereafter to implement the scheme and plan.</p>	On a phase by phase basis
Children and teenager's play space	Obligation to deliver on-site	<p>On-site provision. Obligation to manage and maintain by a management company in accordance with an approved management scheme.</p> <p>Before commencement of construction of the residential blocks on the Green Phase to agree a scheme and programme for delivery of the play space, and a management and maintenance plan. Thereafter to implement the scheme and plan.</p>	Green Phase
Allotments and community orchards	Obligation to deliver on-site	<p>On-site provision. Obligation to manage and maintain by a management company in accordance with an approved management scheme. In relation to the allotments within the Northern sector of the site, the agreement to contain the flexibility to relocate the allotments where the Council is satisfied with the alternative provision.</p> <p>Before commencement of construction of the residential blocks on the Green Phase to agree a scheme and programme for delivery of the allotments and community orchards, and a management and</p>	Green Phase

		maintenance plan. Thereafter to implement the scheme and plan.	
<b>Health</b>			
Primary healthcare provision	Contribution or obligation to market	<p>A Contribution in the sum of £298,003 to enhance off-site primary healthcare provision at Nuffield Road Medical Centre or where proposed by the Developer and agreed by the LPA, an obligation to market a site for primary healthcare provision at a market value for such uses.</p> <p>50% payable on first occupation of the first residential unit; 50% payable on occupation of more than 50% of the residential units.</p>	Green Phase
<b>Ecology and Biodiversity</b>			
Biodiversity net gain - delivery and management	On-site delivery and management	On-site provision of biodiversity net gain requirement under the application. Included in the s.106 agreement to the extent it cannot be appropriately dealt with by condition.	All Phases
<b>Public Art</b>			
Site wide public art strategy and delivery of public art on a phased basis.	On-site delivery and management	<p>To be included within the s.106 agreement to the extent it cannot be appropriately dealt with by condition. A public art strategy has been submitted with the application.</p> <p>Agreement of a site wide public art delivery plan and then phase specific public art delivery plans for the phases that are to include public art provision. Delivery and management of public art in accordance with the phase specific public art delivery plan.</p> <p>To agree the site wide public art delivery plan before commencement of construction of above ground development of any building.</p>	All Phases in respect of requirement for site wide strategy. Phase specific obligations for phase delivery.
<b>Waste Management for Residential Phase</b>			
Household Waste Receptacles	Contribution	Per dwelling contribution of £160/flat.	Green Phase

		<p>Contribution for each block of residential units payable prior to first occupation of the residential units within that block.</p>	
Household Waste Recycling Centre Contribution	Contribution	<p>A contribution of £13,698 towards additional capacity at Milton Household Recycling Centre.</p> <p>The Contribution is payable on the first Occupation of the 1<sup>st</sup> residential unit</p>	Green Phase
<b>Highways, transport and traffic mitigation</b>			
Monitor and Manage obligation	<p>Obligation to monitor vehicles accessing car parking areas within the development associated with the commercial land uses (which excludes station and hotel parking) and compare against a trip budget in accordance with the monitor and manage scheme set out in the PJA monitor and manage technical note dated 18 May 2023.</p> <p>Obligation to monitor traffic flows at Milton Interchange in accordance with the monitor and manage scheme set out in the PJA monitor and manage technical note dated 18 May 2023</p> <p>Obligation to establish and work as a member of a transport review group for the Site.</p>	<p>Car park surveys to be carried out for 24 hours over 20 consecutive working days.</p> <p>First car park survey is to be carried out from the Occupation of 50% of the Commercial Floorspace</p> <p>A further monitoring exercise is to be carried out on each of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> anniversaries of the first survey.</p> <p>If the Commercial Floorspace within the development is not fully occupied by the date of the final car park survey, a further survey is to be undertaken on full occupation of the Commercial Floorspace or if earlier, 10 years following the first car park survey.</p> <p>Traffic flows and queue lengths at Milton Interchange will be surveyed for a two hour period of the morning and afternoon peak hours on a day concurrent with the car park surveys. A baseline survey will be carried out prior to the commencement of the</p>	All Phases

		<p>development; then again at full completion.</p> <p>The results of the surveys are to be reported to the transport review group.</p>	
Strategic transport contribution	Contribution	<p>A sum of up to £1.62m is to be made available to fund improvements to identified strategic transport infrastructure to remedy breaches of the trip budget in line with the monitor and manage scheme. If the need for remedial action is triggered pursuant to the monitor and manage scheme, the remedial action (and related contribution value) up to the total cap of £1.62m will be determined by the transport review group (TRG), or failing agreement by the TRG, determined by an expert.</p> <p>To pay the contribution agreed by the TRG or determined by an expert within 30 Working Days of written notice from the County Council of the agreed or determined outcome.</p>	All Phases
Mobility Hub – Car Club Provision	Obligation to deliver on-site (note: to be enforced by SCDC)	<p>Enter into an agreement with a car club provider to provide and maintain each relevant car for a period of 3 years (for each car). A space in the Development is to be reserved for each car for the relevant 3-year period at no cost. Thereafter, a space will be made available at the prevailing market rate if required.</p> <p>Red Phase - 1st car at 1st occupation on Red Phase</p> <p>Green Phase – 1st car at first occupation; 2nd car at 50% occupations of Green Phase.</p>	Red Phase and Green Phase respectively
Mobility Hub – Bike/Scooter Provision	Obligation to deliver on-site / contribution (note: to be enforced by SCDC)	Initial pump priming of bike/scooter provision and provision of parking space to the extent necessary.	Installation delivered in line with occupations within the Red Phase.

On-site Cycle Routes – Milton Avenue (west side)	Obligation to deliver on-site	To be included within the s.106 agreement to the extent in cannot be appropriately dealt with by condition.  To be delivered prior to Occupation of Block S04	Purple Phase
On-site Cycle Routes – Station Row	Obligation to deliver on-site	To be included within the s.106 agreement to the extent in cannot be appropriately dealt with by condition.  To be delivered prior to the occupation of the later of Blocks S06 and S07	Red Phase
On-site Cycle Routes – Connection between Milton Avenue and Chesterton Way	Obligation to deliver on-site	To be included within the s.106 agreement to the extent in cannot be appropriately dealt with by condition.  To be delivered prior to the occupation of Block S04	Purple Phase
Crossing provision on Milton Avenue	Obligation to deliver on-site	To be included within the s.106 agreement to the extent in cannot be appropriately dealt with by condition.  1 formalised crossing (the northern crossing) to be delivered prior to occupation of S17-21 in the Green Phase  2 informal crossings to be delivered prior to occupation of S05 in the Red Phase	Green and Red Phases respectively
Environmental enhancements, to Chesterton Way as the Busway enters Cambridge North site - widening and segregation of the cycle/footway and interventions to slow vehicle speeds on the approach to the station	Obligation to deliver	To be included within the s.106 agreement to the extent in cannot be appropriately dealt with by condition.  Widening and segregation of the cycle/footway – to be delivered prior to occupation of Building S04 in the Purple Phase  Interventions to slow vehicle speeds on the approach to the station - to be delivered prior to occupation of Block S13-16 in Green Phase	Green Phase and Purple Phase respectively

Off-site works to Cambridgeshire Guided Busway - Vehicle trap removal/ANPR installation	Contribution of £100,000	Contribution to be paid prior to occupation of Block S13-16 in Green Phase	Green Phase
Cowley Road improvement works to enhance route to and from the station being safety, lighting and amenity improvements	Contribution of £100,000	Contribution payable prior to the commencement of above ground construction works on any Building	All Phases
Monitoring of local car parking	Deliver survey and pay contribution (if required)	Undertake initial parking survey for baseline on Long Reach Road, Fairbairn Road, Bourne Road, Cheney Way and Moss Bank prior to commencement of the Development. If the County Council, acting reasonably, determines that a residential parking scheme or other parking intervention should be introduced, then following first Occupation, it may call for payment of a contribution of up to £75,000 to assist the County Council with implementing appropriate interventions.	All Phases
Wayfinding scheme	Obligation to deliver on site	Implement an agreed wayfinding scheme.  Delivery prior to first occupation of a building within the Red Phase other than the Mobility Hub building (S05)	Red Phase
Provision of public transport information in publicly accessible area	Obligation to deliver on site. Cost of delivery capped at £35,000.	Delivery prior to first occupation of a building within the Red Phase other than the Mobility Hub building (S05)	Red Phase
Extended bus shelter provision at Cambridge North Station	Obligation to deliver	To be included within the s.106 agreement to the extent it cannot be appropriately dealt with by condition.  Scheme to be agreed with the County Council.  Delivery prior to first occupation of a building within the Red Phase other	Red Phase



		than the Mobility Hub building (S05) unless an alternative trigger is agreed.	
Multi storey car park (Mobility Hub)	Obligation to deliver	<p>Obligation to replace the existing rail parking with the Mobility Hub with 194 additional spaces for rail industry to call upon.</p> <p>Delivery prior to first occupation of a building within the Red Phase other than the Mobility Hub building (S05)</p> <p>Management of car parking in accordance with a car parking management plan</p>	Red Phase
Travel Plan	Obligation to deliver	<p>Obligation to implement travel plans:</p> <p>1 travel plan for the residential development; and</p> <p>Separate travel plans for each commercial building (other than the mobility hub)</p> <p>All travel plans to be aligned with the travel plan framework submitted with the application</p>	All Phases
Guided Bus Route Adoption	Obligation	<p>Obligation not to occupy the final non-residential unit until:</p> <p>the Owner has offered to enter into an adoption agreement with the County Council which has the sole purpose of securing the adoption as highway maintainable at public expense of the Bus Route as built (being the road within the site which is currently used to access Cambridge North Station by bus) at no cost to the Owner and subject to the reservation of rights for owners, occupiers and users of the Development and Station; and</p> <p>if the County Council accepts the offer within 90 days of such offer being made (or such extended period as the parties may agree), the Owner enters into such adoption agreement.</p>	All Phases (other than Green)

Education			
Early years, Secondary, SEND and Post-16 Education Facilities	Contribution	<p>Early Years – contribution to off-site facility at a cost of £17,441 per place totalling £261,615 or where proposed by the Developer and agreed by the LPA, an obligation to market a site for nursery use at market value.</p> <p>No contribution required for primary provision as there is sufficient capacity.</p> <p>Secondary School – Financial Contribution of £24,013 for new school places at an extension to an existing school at North Cambridge Academy totalling £118,864.35</p> <p>SEND – Financial Contribution of £95,932 towards the Martin Bacon Academy, area special school at Northstowe</p> <p>Triggers for contributions to be agreed with County Council. Proposed triggers:</p> <p>50% of contributions payable on first occupation of any residential unit within the Green Phase;</p> <p>50% payable no later than occupation of 50% of the residential units within the Green Phase.</p>	Green Phase

Notes:

- Given the nature of the scheme, there will be no self-build obligation