

5. DELIVERY STRATEGY

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Strategic Infrastructure

Access and Active Travel

Framework Section 106 Agreement

Viability

Strategic Infrastructure

5.1. The plan at Figure 45 identifies the strategic infrastructure (including the potential access arrangements described above) which is expected to be delivered on-site to support the allocation of the site as a whole. This plan (Figure 45) also shows the current broad land ownership in ‘zones’, which illustrates how certain strategic infrastructure crosses multiple ownerships.

5.2. At this stage, the strategic infrastructure identified includes both on and off-site works in order to support the site as a whole (the ‘Strategic Infrastructure’). The Strategic Infrastructure comprises the following, although it is acknowledged that this list is indicative only and will be superseded by the Gamston Strategic Urban Extension Infrastructure Delivery Plan (Gamston SUE IDP) which shall be prepared and published for the allocated site and shall be supplemental to this SPD and existing and other emerging Local Plan IDPs.

A. On-site infrastructure

- Tollerton Lane works (excluding A52(T) junctions)
- On-site primary infrastructure; including strategic site roads, strategic storm drainage and attenuation ponds and swales and strategic foul drainage including pumping stations and an appropriate sustainable drainage system
- Noise attenuation measures, potentially including an acoustic fence, along the A52(T) Gamston Lings Bar.
- 2 x 2Form Entry (FE) primary school both with appropriately sized nurseries and the possibility of on-site Special Educational Needs (SEN) provision too
- Secondary school with Sixth Form (4FE+ with the possibility of on-site SEN provision too)

- Sports hubs (including pitches and pavilions) x3 – east, west and central. For future maintenance and management there is a benefit of having fewer buildings, with larger multi-functional sports hubs on the central and east hubs. On the west sports hub, a pavilion building containing toilet, shower and changing facilities are expected.

- The amount of changing rooms and toilet accommodation is directly linked to the number of sports pitches and the sports they serve. However, as a general principle for 5 football pitches, at least 10 changing rooms, one for each team (home and away) and potentially one for officials, depending on the level of play needed. The Football Association (FA) suggests that it’s not always necessary to have a changing room for each pitch, and staggered kick-off times can allow for shared facilities.

- Public Open Space areas; including Strategic Cycle Links / multi-user routes

- Open space and green infrastructure which links to the wider green infrastructure network, and which has regard to the Greater Nottingham Landscape Character Assessment, and provides for biodiversity enhancements

- Green Infrastructure areas and buffers particularly on the southern and northern boundaries to contribute to the creation of permanent defensible Green Belt boundaries between the development and the settlements of Tollerton and Bassingfield

- Creation of an enhanced Green corridor along the Grantham Canal

- Allotments

- Neighbourhood Park and Trim Trail

- Outdoor Tennis Courts

- Artificial grass pitches (even if this means a reduction in the natural turf pitches available, with a preference for these to be on the central and / or east sports areas), and hockey provision (to be delivered on-site).

- Play areas: Locally Equipped Areas of Play (LEAPs), Neighbourhood Equipped Areas of Play (NEAPs), Multi-Use Games Areas (MUGAs)

- Sustainable Transport Measures (internal Infrastructure):

- Community Library and contributions towards the expansion of existing off- site facilities.

- Upgraded footway/cycleway provision on the entire length of Tollerton Lane through the site, connecting to the village of Tollerton to the south of the Sustainable Urban Extension.

- Improvements to walking, cycling and public transport links through the site

- Signalised pedestrian/cycle crossings within the allocation site

- Neighbourhood centre(s) - No more than 3,000sqm of (Class E a, b, c, e, g,; Class F1 b, c, d, f; and Class F2 a) (cumulative total) is expected to be provided on site and no individual unit shall exceed 499sqm in floor space and there is not expected to be any amalgamation of the units defined for the above uses within each of the neighbourhood centre(s).

- Community facilities including a Community Hall with a stage, the ability to seat 150 people and other ancillary facilities e.g. toilets, kitchen.

- Pillbox restoration and ongoing management/maintenance. (To ensure that pillboxes are repaired, as well as discussions on illustrative layouts to ensure that the pillboxes are presented within the public open spaces. At least 2x examples of each type of pillbox to be fully restored (NB 1x of the type 22 pillboxes already has been – the one at Spire Hospital) and the rest of the pillboxes stabilised to ensure they do not deteriorate. One of the type 22 pillboxes and one of the repaired square types should be near each other so that they can be presented as examples with interpretation boards. Whilst there are a couple of closely positioned pairs, it is acknowledged that until the survey work is done the developer(s) (and the Local Planning Authority) won’t know which pair is the most appropriate to receive the appropriate repair treatment(s)).

- Gypsy and traveler pitches x8 (delivery of a flat, levelled and clean (remediated if necessary) site, with all utilities provided to each pitch)

- Public transport

- Healthcare provision (including a GP surgery) on-site. A site appropriately sized (4,000 dwellings would generate 9,200 new patients based on 2.3 people per dwelling. Based on the British Medical Association (BMA) guidance of 1,700 patients per full time GP; this would equate to 5.4 whole time equivalent (WTE) GPs. Associated clinical staff 4 whole time equivalent (WTE) and 10.6 non-clinical staff, equalling 20 full-time practice staff and 2 WTE additional roles staff (physiotherapist, social prescriber, mental health, etc). This does not include a commercial pharmacy – this would require an additional 100-150 square metres if located within this building. The total gross internal floor area (GIFA) anticipated to be required is 954 square metres over two floors (plus pharmacy) to be split circa 2/3 Ground Floor and 1/3 First Floor (636 square metres and 318 square metres respectively) built to all NHS standards in particular Health Building Note 11-01: Facilities for primary and community care services HBN11-01 and BREEAM Excellent. A total of 40 car parking spaces would be needed, and the total land requirement anticipated would be 0.28 hectares (plus the land which may be required for the pharmacy) with a level surface and with services to the site provided.
- Sports Hall provision, new or expanded educational, outdoor sports and leisure, health, community, faith, cultural and youth facilities which reflect the scale of the development, which is planned in such a way to integrate existing and new communities as required by Policy 25 of the Core Strategy.

- Biodiversity net gain for Strategic Infrastructure

Owing to the high levels of car demand that will be created by the Sustainable Urban Extension, strategic site wide sustainable transport measures to offset / mitigate such impacts are anticipated which may include (but not be limited to) the following and will be informed by the transport assessment(s) carried out as part of the proposed development:

- Mobility hubs, including shared bike / e-bike / e-scooter / mobility schemes, including trunk infrastructure and docking points etc.
- Last Mile Deliveries and Emerging Technologies, drop-off points and pick-up points for example.
- Hub Electric Vehicle (EV) charging facilities.
- Gamston SUE specific EV car hire/sharing scheme.

- Gamston SUE specific car barn(s) - These are privately managed covered parking areas, located close to other public transport hubs, where cars or the spaces can be short and long term leases. They include EV charging facilities and reduce the need for roads fronting houses / parking required on plot and they can also cater for some visitor parking.
- Framework Travel Plan and Framework Travel Plan Co-ordinator (for residential and employment).
- Minimum corridor widths for all active travel routes (Pedestrian / Cycle) within the site to encourage and promote their use (i.e. open, wide overlooked routes with no secluded areas).
- Retention of the location and alignment of footpath “Tollerton FP6” running through the site and provide connections into it from the surrounding development.
- Provision of unrestricted connections to footpaths “Tollerton FP1” and “Tollerton BW9” and the “Grantham Canal Tow Path” that all run along boundaries of the SUE.
- Provision of unrestricted connection opportunities to footpaths “Gamston (R) FP13” and “West Bridgford FP15” which are located on the edge of the site, albeit separated from the SUE by the A52(T).

B. Off-site infrastructure

- Highway works including A52(T) junctions and active travel improvements.
- Other off-site highway works, including (but not limited to) works within Tollerton village and works to Bassingfield Lane – all off-site works to be identified and refined further through the planning process and in discussion with the highways authorities. The development of the site shall be expected to mitigate direct impacts on the local road network as determined by the outcome of the transport assessment(s).
- Appropriate measures for, and improvements to, walking, cycling, public transport, Public Rights of Ways, and Junction Improvements/ alterations (off-site,) including off-site junctions and highway links with known safety records in near vicinity to the SUE (which could be numerous dependent on the details proposed by the planning applications / transport assessments) will be expected to be provided in agreement with the highway authorities.
- Improvement measures to capacity and safety of pedestrian / cycle / bus infrastructure will be expected to be provided in agreement with the highway authorities.
- A package of improvements for the A52(T) between the A6005 (QMC) and A46 (Bingham) junctions works identified in the A52(T)/A606 Infrastructure Package covered by the Memorandum of Understanding between Highways England (now National Highways), the County Council (The Highway Authority) and the Borough Council dated May 2019 (MoU), with such adjustments to the works identified in the MoU and the costings set out in the MoU as the highways authorities shall advise.
- Biodiversity net gain for off-site highway works as needed.
- Other community facilities as needed including, but not limited to, swimming pools and household waste recycling.

- Special Educational Needs School Expansion (off-site).
- Gamston Park & Ride – the transport assessment work for the proposed development will need to consider the need for and feasibility of a Park and Ride site. Previous work has been undertaken in relation to a Park and Ride site which should be examined and brought up to date in liaison with the highways authorities. If it is determined that there should be a Park & Ride facility, then a financial contribution shall be expected towards a detailed design study for the facility and, further to that study, a further reasonable and proportionate financial contribution is likely to be required towards the delivery of that facility and connections to it.
- A52 crossing options analysis for pedestrians and cyclists – the transport assessment work for the proposed development will be expected to include a crossing options analysis to determine the most suitable primary route for pedestrians and cyclists between the site and Gamston centre, which shall include analysis of:

- a pedestrian and cycle bridge over the A52; and
- at-grade controlled crossings on the A52 between the site and Ambleside.
- The costs and benefits of each option shall be set out, including the contribution towards pedestrian and cycle connectivity and safety.
- Sewage and off-site drainage improvements.

5.3. Each planning application for any part of the allocation will be expected to:

- Accord with the SPD for that area of land;
- Provide the infrastructure relevant to that area of land (i.e. all site specific, non-Strategic Infrastructure), including an appropriate provision of affordable housing in accordance with Policy and open spaces relevant for that area; and
- Contribute, in proportion to the scale and impact of the development applied for, to the provision of Strategic Infrastructure and/or provide Works in Kind where appropriate (see paragraph 5.16 below).

Access and active travel infrastructure

5.4. Access arrangements both to the site (from the A52(T)) and within the site are critical to the delivery of the site. As far as access from the A52(T) is concerned, different access solutions at junctions A, B and C (shown on Figure 45) are currently being discussed with the highways authorities but a decision has not yet been made as to which solution is to be delivered. The broad development approach following construction of the upgraded site access from the A52(T) junction with Tollerton Lane is for parcels to come forward concurrently from several different phases, all accessed from Tollerton Lane. A primary road corridor looping around the eastern and western sides of Tollerton Lane is expected to be delivered phase by phase to serve parcels. The phasing of this will be determined through the planning applications. Access arrangements within the site are also still being discussed with the highways authority but are envisaged to include two loops of a primary road corridor shown as ‘Primary Vehicular Movement & Active Travel Corridor’ on Figure 45 (above), one east of Tollerton Lane and one west of Tollerton Lane. Active travel provision from the site must connect properly to existing active travel infrastructure in the surrounding area. Development proposals will be expected to deliver improvements to the existing active travel provision in the area where necessary to bring such provision in line with current standards.

5.5. At the point that one complete loop of the primary road corridor onto the A52(T) is delivered (either to the east of Tollerton Lane or the west of Tollerton Lane), Tollerton Lane is expected to be downgraded (through measures to first be agreed in conjunction with the highway authorities as part of detailed planning application(s)) and the primary road corridor will become the main route for all vehicles, including buses.

5.6. Works to the A52(T)/Tollerton Lane junction (point A on Figure 45 below) will be delivered early, alongside other highway works which are indicatively identified in the table below at Figure 46 but will be refined further through the planning process and discussion with the highway’s authorities and will be set out in the ‘Gamston SUE IDP’. These works include off-site highway works and the costings referred to in the 2019 Memorandum of Understanding for A52(T) highway improvements, which may need to be updated.

5.7. All development proposals for parcels of land within the site are expected to be designed to facilitate:

- (a) vehicular and pedestrian/bridleway access to adjacent parcels of land within the site to ensure appropriate site-wide connectivity; and
- (b) access to existing and new footpaths, bridleway and cycleways within and adjacent to the site.

5.8. This is to ensure appropriate site-wide connectivity and provide connection opportunities to the wider area on an unrestricted and un-ransomed basis. This will ensure that the allocation can move forward on a viable comprehensive basis. The safeguarding of suitable land for access to adjacent parcels of land will be protected through the framework Section 106 Agreement. The framework Section 106 Agreement will contain similar provisions relating to access to schools – safe and appropriate vehicular, pedestrian and cycle access must be provided to schools from the day they are open, with temporary access arrangements being provided if necessary.

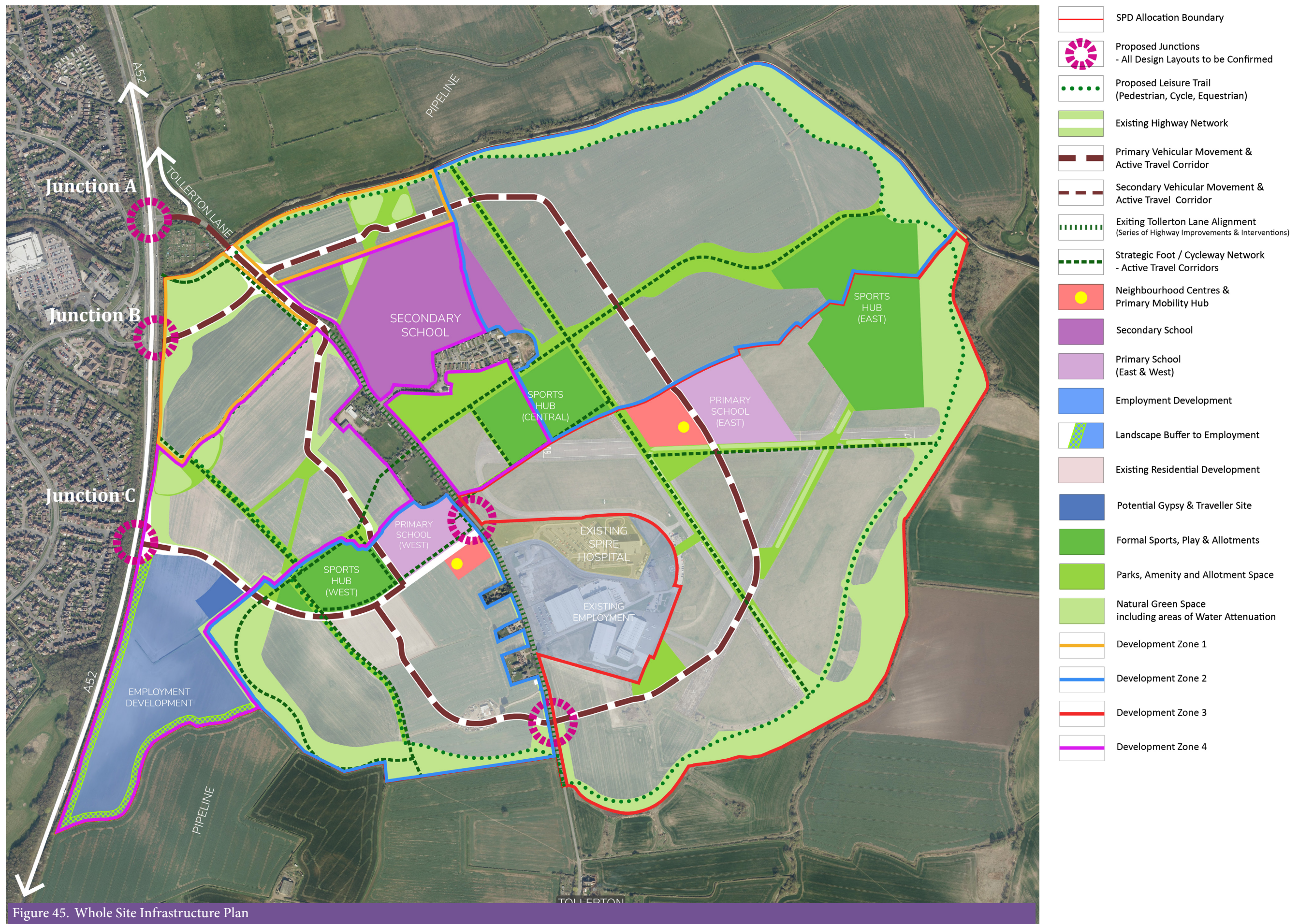


Figure 45. Whole Site Infrastructure Plan

Framework Section 106 Agreement

5.9. Whilst the wider site will be delivered via separate applications, it is essential that the Strategic Infrastructure which is anticipated to be needed by the site as a whole in order for the allocation to come forward is delivered in a coordinated manner and that each development parcel contributes towards that Strategic Infrastructure on an equitable and proportionate basis regardless of when those development parcels come forward. This will also provide clarity and certainty for landowners and developers over the planning obligations that they will be expected to enter into.

5.10. The Council considers that there are a number of ways of ensuring that this objective is achieved. One way would be a set of “linked” Section 106 Agreements reflecting terms agreed between the relevant landowners and developers, the local planning authority and the County Council in relation to defined requirements and obligations for necessary infrastructure, amenities and facilities (‘Option A’). Another way would be a “framework Section 106 agreement approach” (‘Option B’.) A combination of Option A and Option B is also possible. Key principles in relation to these Options A and B are set out below.

5.11. Option A would reflect, as appropriate, the terms of a collaboration agreement between the relevant landowners and developers of land within the allocated site, which may, for example, include obligations on those landowners and developers to deliver some of the Strategic Infrastructure on their respective development parcels as works in kind (Works in Kind). The specification, timing and delivery of such Works in Kind would need to be approved by the Council

Item	Infrastructure Type	Infrastructure Description	Trigger
1	Vehicular Access	Upgraded A52/Tollerton Lane junction to an all-move-ment signal controlled junction	Early delivery
2	Vehicular Access	Temporary upgrade to A52/Ambleside junction to signals (N.B. the future format of this junction is subject to which Access Scenario is delivered, see above)	Early delivery
3	Vehicular Access	New access junctions via Tollerton Lane into development parcels	Early delivery
4	Active Travel	At-grade controlled crossings at A52/Tollerton Lane signals, and shared use provision on the western side of the A52 between the A52/Tollerton Lane signals and Ambleside	Early delivery
5	Active Travel	Implementation of primary route for pedestrians and cyclists between the site and Gamton centre, to be achieved either by: – a pedestrian and cycle bridge over the A52; or – at-grade controlled crossings on the A52 between the site and Ambleside.	Delivery trigger to be agreed, but likely to be early delivery
6	Active Travel	At-grade controlled crossings at A52/Ambleside signals	Early delivery
7	Active Travel	Upgrade to the existing toucan crossing over the A52 between Tollerton Lane and Gamston roundabout	Early delivery
8	Active Travel	Upgraded footway/cycle way provision on Tollerton Lane from A52/Tollerton Lane junction to the entrance to Tollerton Village	Early delivery
9	Active Travel	Improvement to Bassingfield Lane active travel connection to the existing toucan crossing over the A52	500 dwellings
10	Public Transport Services	Agreement of service provision	Delivery trigger to be confirmed; but likely requirement for early approval of Public Transport Delivery, setting out a timetable for bus service to become operational. There will be a need for interim arrangements for layover facilities for operators to facilitate delivery of a bus service from first occupation
11	Public Transport Infrastructure	Bus stops and turning facilities within development parcels as necessary	
12	Public Transport Infrastructure	Improvements to Tollerton Lane bus infrastructure (carriageway widening and bus stop shelters)	
13	Off-site highways (MoU)	20% indexed linked contribution towards MoU strategic network improvements (see below) at the following junctions: -A52/A453 Silverdale junction; -A52/A60 Nottingham Knight junction; -A52/A606 Wheatcroft junction; -A606/Tollerton Lane/Main Road junctions; and -A52/A6011 Gamston junction.	Early delivery
14	Off-site highways (NCC)	Implementation of traffic calming in villages approach to Tollerton Village, which could include measures to deter rat running and measures to encourage drivers adapt their speed accordingly.	500 dwellings

Figure 46. Whole Site Transport Infrastructure Table

and the County Council, warranties and (if required) bonds and/or step in rights in favour of the Council and/or County Council would need to be provided and there would need to be a Section 106 mechanism or agreement to secure the Works in Kind and ensure that successor landowners of the development parcel were also bound to deliver those Works in Kind. The obligations, amounts of any contributions and triggers for delivery of infrastructure, facilities and amenities would need to all be agreed. Please see paragraph 5.16(b) for further detail regarding Works in Kind.

5.12. Option B would involve a framework Section 106 agreement, together with equalisation agreements which landowners and developers of land within the allocated site would also be expected to enter into in relation to Works in Kind (where necessary) and in relation to land on which Strategic Infrastructure is being delivered, so that land values across the site are equalised and the cost of providing land on which Strategic Infrastructure is located (and such land therefore not being available for residential or employment development as a result) is shared fairly and proportionately amongst all landowners and developers regardless of where that Strategic Infrastructure is located within the allocated site. This would be the assumed basis for framework Section 106 agreement requirements.

5.13. Elements of Option A and Option B could both be used on a ‘mix and match’ basis – for example, an Option B framework Section 106 agreement approach could be necessary to supplement an Option A Section 106 approach in certain instances, for example:

- in relation to specific infrastructure which cannot be delivered on site, such as off-site highway works, or
- to cater for scenarios where Works in Kind agreed in a collaboration agreement need to be changed to a financial contribution, or
- where collaboration agreements between landowners/developers have been entered into but are re-negotiated over time, or

- where not all the landowners and developers of land within the allocated site have entered into a collaboration agreement.

5.14. Where Option A and Option B approaches are used on a ‘mix and match’ basis it may be possible for the Option B framework Section 106 agreement to be simplified in some respects – for example it may not be necessary to include provisions relating to Works in Kind, equalisation and/or access to adjacent parcels of land if these have been secured in a collaboration agreement and the Council is satisfied that they will endure and can be enforced by the Council against successor landowners of the development land via the relevant S106 agreement(s).

5.15. The framework Section 106 agreement (Option B) will be developed by the Council and (in cases where Option B is being followed, including a ‘mix and match basis as explained above) used as a base template document for all Section 106 agreements relating to the development of any land parcel within the allocated site (save exempt development referred to in paragraph 5.16 (j) below). The framework Section 106 agreement will contain a “Part 1” relating to Strategic Infrastructure and a “Part 2” relating to site specific infrastructure and obligations, including affordable housing.

5.16. The framework Section 106 agreement will state that “Part 1” provisions are expected to be included as standard across all development sites with adjustments limited to those set out in the framework Section 106 agreement. “Part 1” will include the following provisions:

a. Payment of Strategic Infrastructure contributions: Developers will be expected to make Section 106 contributions towards Strategic Infrastructure, save in relation to Works in Kind as referred to in paragraph 5.16(b) below.

This Strategic Infrastructure will be identified in the Gamston SUE IDP. The Gamston SUE IDP may be updated by the Council from time to time – see paragraph 5.16 (e) below. Some contributions towards Strategic Infrastructure will be payable only in relation to residential development (such as education

and healthcare); others will be payable whatever the form of development (such as highways – where they are not delivered as Works in Kind; please note paragraph 5.16(b) below.) The Gamston SUE IDP will set out which type of development is expected to contribute towards each item of Strategic Infrastructure. The amount of contributions payable will be determined by the Council on a consistent and proportionate basis in accordance with regulation 122 of the Community Infrastructure Levy Regulations 2010 (as the same may be amended or replaced) and will be informed by the Gamston SUE IDP and an allocation wide assessment of Strategic Infrastructure costs and viability carried out in preparing the Gamston SUE IDP. It is anticipated that contributions will be calculated on a per dwelling basis in relation to residential development and a per square metre basis in relation to employment development. The contributions may be paid in instalments to be agreed in the relevant Section 106 agreement and the payment date(s) for payment contributions will also be agreed in the relevant Section 106 agreement. The contributions may be paid to ‘pots’ which may fund either a single item of Strategic Infrastructure or multiple items of Strategic Infrastructure, at the Council’s discretion. Such contributions shall be payable, where relevant, where the Strategic Infrastructure has been built or provided as at the date the relevant Section 106 agreement is entered into, in order to ensure a proportionate contribution is made by all benefitting development within the allocation (or benefitting development in the vicinity – see paragraph 5.17 below). Early delivery of certain items of Strategic Infrastructure may be beneficial or necessary in order to enable or encourage development. Where a third party (including an early developer within the allocation site) has forward funded any such item the Section 106 agreement will acknowledge that the Council (or County Council) may pay any Section 106 contributions collected relating to that item of Strategic Infrastructure to the third party delivering that item.

b. Works in Kind: The County Council’s expectation as local highways authority is that highway works will be delivered as Works in Kind where possible. In relation to some non-highways items of Strategic Infrastructure, the

Council will be open to discussing the possibility of the developer constructing all or part of those items as Works in Kind and paying a reduced Section 106 contribution towards those items or an adjustment to other Section 106 contributions, where appropriate. Any developer proposing to carry out Works in Kind is encouraged to discuss their proposals with the Council, County Council (in relation to County matters) and other landowners in the allocation area at the earliest possible opportunity - the Council will expect such discussions to have taken place prior to the submission and determination of any planning application. The applicant will be expected to include with the planning application prior to determination an allocation-wide deliverability appraisal which shall reflect any equalisation agreements entered into by landowners and include the proposed delivery arrangements for the Strategic Infrastructure including the nature, scale and timing of delivery, the estimated costs of delivery and a proposal as to how the landowner will be appropriately compensated by other landowners in the allocation area in respect of the proposed Works in Kind (such compensation may be monetary, through the provision of land or through agreement to meet or offset any Section 106 obligations otherwise falling to be met by the relevant landowner/developer or a combination thereof). If such agreements have not been made, the Section 106 agreement may restrict development until such agreements have been entered into and/or set out an expert determination provision to resolve any dispute between landowners. Any Works in Kind proposals which are agreed by the Council (and County Council, in relation to County matters) will be subject to the developer agreeing appropriate fallback provisions, including step-in rights for the Council or County Council (in relation to County matters), to ensure the delivery of infrastructure when it is needed. The decision on whether to accept infrastructure Works in Kind shall be at the Council's discretion, bearing in mind all relevant circumstances. Where the Council does permit Works in Kind the developer will be expected to obtain the approval of the Council (and where appropriate to its functions the County

Council) to the detailed design of those works, obtain all necessary consents and enter into all necessary statutory agreements, provide the Council (and where appropriate to its functions the County Council) with suitable collateral warranties in relation to the design and construction of those works and provide appropriate security, including bonds, where reasonably required to help guarantee the performance of those works. The developer will also be expected to transfer the ownership of such works (including the freehold ownership of the land on which the works are built) to the Council (or the County Council in relation to County infrastructure or another relevant body as the Council may direct) when required by the Council.

c. Provision of land: In relation to land on which it is proposed by this SPD that an item of Strategic Infrastructure shall be built, there shall be a presumption in favour of that item of Strategic Infrastructure being provided on that land. In relation to land on which a landowner or developer proposes that an item of Strategic Infrastructure will be built (where it is not identified as such by this SPD), the Council will expect the developer to have discussed and agreed such proposal with the Council (and County Council in relation to County matters) prior to the submission and determination of any planning application. In both cases, the applicant will be expected to include with the planning application an allocation-wide deliverability appraisal which shall reflect any equalisation agreements entered into by landowners and include the proposed delivery arrangements for the Strategic Infrastructure including the nature, scale and timing of delivery and a proposal as to how the landowner will be appropriately compensated by other landowners in the allocation area for the loss of that Strategic Infrastructure land as development land (such compensation may be monetary, through the provision of land or through agreement to meet or offset any Section 106 obligations otherwise falling to

be met by the relevant landowner/developer or a combination thereof). If such agreements have not been made, the Section 106 agreement may restrict development until such agreements have been entered into and/or set out an expert determination provision to resolve any dispute between landowners. This is on the basis that the Council (and County Council) will not expect to pay the relevant landowner/ developer for the cost of that Strategic Infrastructure land and where such land is to be transferred to the Council, County Council or National Highways (or another relevant body as the Council may direct) it is expected that it shall be transferred at nil cost.

d. Equalisation: Where the Council (or County Council in the case of County matters infrastructure) confirms that there is a need for a landowner/ developer ('Developer A') entering into the Section 106 agreement to enter into an equalisation agreement with another allocation area landowner/developer ('Developer B') because Developer B is delivering Works in Kind or providing Strategic Infrastructure land then the framework Section 106 Agreement may provide that Developer A shall use reasonable endeavours to enter into that equalisation agreement and if it is not entered into within a reasonable period of time (which the Council shall specify) Developer A shall agree on written request from Developer B to submit to dispute resolution (arbitration or expert determination, as the Council shall decide) and the arbitrator or expert shall determine how equalisation may be achieved following which Developer A shall enter into an equalisation agreement with Developer B in accordance with the arbitrator or expert's determination.

e. Review and indexation: The Strategic Infrastructure set out in the Gamston SUE IDP (including the scope, specification, description and costs of that Strategic Infrastructure):

- may be reviewed by the Council where circumstances indicate it is necessary (but no more than annually) with such revisions being consulted on by the Council as appropriate and then published (though this will not affect agreed Strategic Infrastructure contributions provided development is commenced within a certain period after such Strategic Infrastructure contributions have been agreed or agreed Works in Kind); and
- shall be subject to price indexation between the date of the last review and publication by the Council and the date of payment.

f. Conditions: In appropriate cases the Council may use pre-commencement and/or pre- occupation conditions on planning permissions to prevent development and/or occupation of relevant phases of the development in advance of the necessary Strategic Infrastructure being in place.

g. Access provisions: All landowners/developers will be expected to provide access to the Council (or County Council as appropriate) and their contractors for the purpose of enabling the Council (or County Council) to construct the Strategic Infrastructure works at nil cost.

h. Statutory agreements: In appropriate cases the Council and County Council may require conditions to form part of any planning permission or obligations in a Section 106 agreement requiring the landowners/developers to enter into highways agreements to secure adoption of any roads or other public rights of way forming part of the Strategic Infrastructure and/or any other planning or infrastructure agreements that may be required at the relevant time. All primary roads, secondary roads and other roads serving five or more dwellings within the site will be expected to be built to adoptable standards and offered for adoption to the County Council and (if it is agreed they will be adopted) dedicated as public highway.

i. Reimbursement of contributions: In relation to provisions regarding the repayment of unspent and uncommitted Strategic Infrastructure Section 106 contributions once all funding requirements and obligations have been met, the Council will act consistently in deciding whether or not to include such provisions. Any reimbursement will be proportionate and subject to the development to which it relates being policy-compliant and all other infrastructure needs of that development having been met; if not then any reimbursement monies due in respect of that development may first be applied by the Council towards making that development policy-compliant.

j. Exempt development: Development of any part of the allocation consisting of:

- - less than 10 dwellings and less than 1,000 square metres of non-residential development (save where a larger parcel of land has been subdivided into proposed developments consisting of less than 10 dwellings and less than 1,000 square metres of non-residential development); or
- - development consisting of a replacement dwelling or dwellings shall not be expected to enter into a Section 106 agreement in accordance with the framework Section 106 agreement.

k. Stewardship: There will be provisions setting out the arrangements for the long term stewardship of site assets, discussed in Chapter 4 of this SPD.

5.17. Land in the vicinity of the allocation: Where landowners/developers of parcels of land lying in the vicinity of the allocation make planning applications for development not being exempt development (as described above) which development will benefit from the Strategic Infrastructure provided or funded by development within the allocation, those landowners/developers may also be required by the Council to contribute towards the cost of such Strategic Infrastructure via a Section 106 agreement - the Council shall determine on a case by case basis, in line with the statutory tests for planning obligations, whether such contributions or a proportion thereof, should be payable.

5.18. Community infrastructure levy: As the allocation is exempt from CIL (zero rated) Community Infrastructure Levy (CIL) will not apply to the allocation area or any development within it. Should this change in the future it is envisaged that the framework Section 106 agreement would be adjusted so that there would be no increased financial burden on landowners or developers of land within the allocation site as a result.

5.19. Future planning law: The Section 106 agreements would deal with the principle of there being no increased financial burden on landowners/developers in the event that new planning legislation is brought into force which introduces a new levy in full or partial replacement of agreements made under Section 106 of the Town and Country Planning Act 1990 which means that it would no longer be lawful and/or appropriate for the Council and any landowners or developers to enter into a Section 106 agreement as proposed by the framework Section 106 agreement and/or that any such Section 106 agreement ought to be scaled back and/or drafted differently from the drafting proposed by the framework Section 106 agreement, or that any Section 106 agreement ought to be amended.

5.20. Section 106 monitoring fees: Local planning authorities are entitled to charge a fee to cover the cost of the monitoring and reporting on the delivery of Section 106 agreements. The Council will charge a proportionate and reasonable

monitoring fee for the monitoring and reporting on the delivery of Section 106 agreements made in relation to planning applications for development within the site allocation. The County Council may also charge a proportionate and reasonable monitoring fee.

Viability

5.21. Proposals should be designed in a way that accords with Local Plan policies, including the requirement to contribute towards Strategic Infrastructure costs in accordance with this SPD, the Gamston SUE IDP and other items that may be secured through Section 106 agreements, including affordable housing.

5.22. Where, in the opinion of a developer of land within the allocation site, their proposed development cannot meet Local Plan policy requirements and the expectations of this SPD and the Gamston SUE IDP, the developer will be expected to robustly demonstrate that the development is clearly unviable by submitting a financial viability assessment (FVA) to the local planning authority.

5.23. All FVAs submitted by developers should contain the following information with supporting evidence:

- a summary of the main assessment assumptions (evidenced from an independent expert or source);
- site or building acquisition cost (paid or anticipated on contracted to be paid) and existing use value (adopting relevant RICS Valuation Standards);
- detailed construction costs and programme;
- fees and other on costs;
- projected sale prices of dwellings/non-residential floorspace with evidence of the same;

- details of discussions with registered providers of affordable housing (if relevant) to inform the value of affordable housing assumed within the FVA;

- gross and net margin;

- other costs and receipts;

- other relevant information dependent on the nature of the obligation(s) under discussion.

- a summary clearly setting out the reasons that make a development proposal unviable; and

- if applicable, any request to vary Section 106 agreements and/or affordable housing requirements from those set out in the Local Plan and this SPD, and the Gamston SUE IDP such a request to state the proposed level of obligations and demonstrate why they are the maximum that can be provided, provided that such a request may only be made if all of the following have already been completed and a justificatory statement in respect of the same has been provided to the local planning authority:

- a review of all assumptions within the viability model with a view to improving viability, including land value, build and development costs, sales prices, dwelling types, phasing, funding (including borrowing costs) and legal, professional and marketing costs;

- consideration of a reduction in the minimum anticipated developer profit for the scheme to offset any degree of non-compliance with Local Plan or SPD or Gamston SUE IDP requirements/expectations;

- consideration of how growth assumptions (value increases over time) have been factored into the viability model;

- active exploration of available options for public sector funding which would enable the proposed development to be compliant with Local Plan or SPD or and Gamston SUE IDP requirements/expectations; and

- consideration of how adjustments to the tenure mix and/or phasing of affordable housing affect the viability model, as well as adjustments in percentage terms.

5.24. The FVA will be scrutinised by the Council with advice from a suitably qualified external consultant and the reasonable cost of this external consultant

is to be met by the developer who has submitted the FVA. If material changes are made to an application after submission that could affect scheme viability, a revised FVA will be required.

5.25. Where the Council is satisfied that Section 106 contributions or works sought pursuant to Local Plan policies and this SPD and the Gamston SUE IDP cannot be met in full on a particular development proposal due to financial viability, the Council may choose to:

(a) reduce the Section 106 contributions towards Strategic Infrastructure payable pursuant to this SPD and the Gamston SUE IDP; and/or

(b) adjust the timetable for delivery of Strategic Infrastructure to be funded by those Section 106 contributions or provided in kind; and/or

(c) reduce or amend other planning obligations for that development proposal, provided that the Council will continue to pay due regard to the objective of ensuring an equitable and proportionate apportionment of the costs of delivering Strategic Infrastructure for the allocation across the whole allocation.

5.26. The financial viability of development proposals may change over time due to the prevailing economic climate, including changing property values and construction costs. In all cases, therefore, where the Council have agreed to any of the reduction or adjustment items set out in paragraph 5.25 such that the resultant planning obligations are below the level needed to fully fund or provide the Strategic Infrastructure and local infrastructure requirements for the allocation area or to comply with Local Plan policy requirements, the Council will require a viability review of the relevant development with an updated FVA to be provided at appropriate intervals to determine whether greater or full compliance with this SPD, the Gamston SUE IDP and the Local Plan policy requirements can be achieved throughout the carrying out of the relevant development proposal.