



# ISLINGTON

Corporate Director Housing and Adult  
Social Services

T 020 7527 8178

Please reply to:

Email: [sean.mclaughlin@islington.gov.uk](mailto:sean.mclaughlin@islington.gov.uk)

Legal Ref: NPLN/2154/ET

Our Ref:

Your Ref:

Kevin O'Leary  
Corporate Director of Environment and Regeneration

8 April 2014

Dear Kevin O'Leary

**LETTER IN THE FORM OF SECTION 106 AGREEMENT FOR USE WHERE COUNCIL IS  
THE LAND OWNER**

**SITE OF THE IVY HALL COMMUNITY CENTRE AND COVERED CAR PARK 300 HOLLY  
PARK LONDON N4 4BN & HANLEY CROUCH COMMUNITY CENTRE 'THE LAUNDRY' 21  
SPARSHOLT ROAD LONDON N19 4EL  
PLANNING APPLICATION REFERENCE: P2013/4952/FUL & P2013/4924/FUL**

Planning Committee resolved on 3<sup>rd</sup> of April 2014 to grant planning permission ref:  
P2013/4952/FUL & P2013/4924/FUL for the First Phase Development and Second Phase  
Development respectively.

The resolution to grant planning permission was subject to planning conditions and to  
securing other planning matters and community benefits that cannot be secured by planning  
conditions but are required to address the planning impacts of the First Phase Development  
and Second Phase Development. These matters would normally be set out in an agreement  
under Section 106 of the Town and Country Planning Act 1990. Such an agreement in relation  
to these applications cannot be entered into as the Council is both the applicant for planning  
permission, the landowner and the local planning authority.

This letter from Sean McLaughlin, Corporate Director of Housing and Adult Social Services

(CDoHASS), to Kevin O’Leary, Corporate Director of Environment and Regeneration (CDoER) therefore secures these matters as specified within the committee report (the Letter)

I confirm that the Housing and Adult Social Services Directorate will provide or procure the provision of the following planning matters and community benefits in relation to this First Phase Development and Second Phase Development as set out below:

## **1 DEFINITIONS**

For the purposes of this letter the following expressions shall have the following meaning:

Act	the Town and Country Planning Act 1990;
Affordable Housing	subsidised low cost housing that will be available to specified eligible persons who cannot afford to rent or buy housing generally available on the open market comprising the Social Rented Housing which for the avoidance of doubt does not include Affordable Rented Housing;
Affordable Housing Units	means the Social Rented Housing which shall comprise no less than 100% of the Habitable Rooms of the 23 residential units described in the First Phase Development 100% of the Affordable Housing Units to be Social Rented Housing;
Affordable Rented Housing	means housing let by local authorities or registered providers to households who are eligible for Social Rented Housing subject to rent controls that require a rent of no more than 80% of the local market rent;
Carbon Offsetting Contribution	£12,000 (twelve thousand pounds) to be spent by the CDoER on the reduction of carbon dioxide emissions from the existing building stock in the Borough of Islington;

Chargee	any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;
Chargee's Duty	the tasks and duties set out in paragraph 7.4 of Schedule 1;
Children and Young People's Play and Informal Recreation Contribution	£60,900 (sixty thousand nine hundred pounds) to be spent by the CDoER towards children and young people's play and informal recreation;
Committee Date	3 <sup>rd</sup> of April 2014;
CoPCS	means the code of practice for construction sites annexed at Schedule 6;
Council	the London Borough of Islington Council;
District Heating Connection	the connection of a District Heating Network (including all necessary pipes, cables and conduits and any necessary plant and equipment) to the First Phase Development by the CDoER or by the CDoER's nominee (such nominee to be approved by the CDoHASS) to enable the heat demands of the First Phase Development to be supplied by the District Heating Network (and topped up by energy supplied by the Heating Plant) in accordance with the First Energy Statement and the Second Energy Statement both approved by the CDoER under the terms of this letter;
District Heating Network	an energy system providing energy and renewable energy or low carbon energy through a

decentralised local area network within the Borough of Islington;

Draft Full Travel Plan

a written plan to be prepared in consultation with the Council and in accordance with the ATTrBuTE assessment criteria, Transport for London's guidance document "Travel Planning for new Development in London" and the Council's relevant planning policies which contains a set of potential measures to be included in the Full Travel Plan;

First Application

the application for full planning permission submitted to the Council for the First Phase Development and allocated reference number P2013/4952/FUL and linked to the Second Application;

First Energy Statement

a written update to the draft energy statement dated 7 October 2013 submitted as part of the First Application such update to analyse and assess the technical and practical potential for the heat demands of the First Phase Development to be supplied by heat energy from alternative plant and equipment providing low carbon energy from alternative plant and equipment providing low carbon energy which is in accordance with the Council's adopted planning policies from time to time and which demonstrates how the First Phase Development will achieve the relevant on-Site carbon dioxide emissions reduction target set out in such policies;

First Highway Reinstatement  
Payment

the figure to be calculated according to Schedule 3 and to be spent on the Highway Reinstatement Works associated with the First Phase

## Development;

### First Phase Development

the development referred to in the First Application comprising the demolition of an existing single storey structure occupied by the Ivy Hall Community Centre (D1 non residential institutions use class) and also used as covered car park to construct a part-two, part-three, part-five storey mixed use building comprising of a new community centre (D1 non residential institutions use class) 1,000 sqm and 23 residential unit (8 x 1B2P flats, 11x 2B4P flats, and 4 x 3B5P flats) in accordance with the documents submitted with the First Application;

### First Planning Permission

a full planning permission subject to conditions granted by the Council pursuant to the First Application and linked to the Second Planning Permission;

### Full Travel Plan

a written plan consisting of a package of practical measures to be prepared in consultation with the Council and in accordance with ATTrBuTE assessment criteria, Transport for London's "Travel Planning for new Development's in London" and the Council's relevant planning policies which is tailored to the Occupiers and users of the First Phase Development and which includes a full travel survey;

### Green Performance Plan

a plan or plans for monitoring the performance of relevant buildings in use against key sustainability indicators which covers the first two years of Occupation of each such building (or part thereof) and sets out measurable performance targets and indicators, arrangements for the management and

monitoring of the plan, provision by the CDoHASS of a final report on the same at the end of the two year monitoring period and arrangements for addressing performance in the event that the agreed objectives are not met at the end of the two year monitoring period which arrangements shall include but not be limited to extension of the two years monitoring period, submission by the CDoHASS of updating reports and implementation of new measures and/or processes to enable the relevant buildings to perform against the targets in the plan;

Habitable Rooms

any room in a dwelling with the exception of the kitchen bathroom and independent hallway and a kitchen will be counted as a habitable room if it includes a dining space and that dining space is more than 13 sq m including fittings;

Heating Plant

the on-Site heating plant and equipment comprised within the First Phase Development which is intended to generate low carbon energy to supply part of the heat demands of the First Phase Development together with all plant and equipment associated with the same and with the distribution of hot water and heating to the First Phase Development;

Highway Reinstatement Area

means the highways and footways in the vicinity of the First Phase Development and the Second Phase Development as shown shaded green on the Highway Reinstatement Plan;

Highway Reinstatement Plan

means the plan annexed at Schedule 9;

Highway Reinstatement Works

the repair and reinstatement of the highway and

footways in the Highway Reinstatement Area;

#### Implementation

the date on which any material operation (as defined by section 56(4) of the Act) forming part of the First Phase Development or Second Phase Development (as appropriate by virtue of context) begins to be carried out other than (for the purposes of this Letter and for no other purpose) the Preparatory Works and “Implement” and “Implemented” shall be construed accordingly;

#### Index Linked

means linked to movements in the Index between the Committee Date and the date of the payment so that the particular payment is adjusted in accordance with the following formula:

$$\text{Amount Payable} = \text{Relevant Amount} \times (A \div B)$$

Where:

$$\text{Relevant Amount} = \text{the payment to be Index-Linked}$$

A =  
the figure for the Index which applied when the Index was last published prior to the date that the Relevant Amount is payable

B =  
the figure for the Index which applied when the Index was last published prior to the Committee Date

PROVIDED THAT the Index Linked sum can never be less than the original sum payable;

#### Interest

interest at 3% (three percent) above the base rate for the time being of the Co-operative Bank plc;

Letter	this letter from the Council's Corporate Director of Housing and Adult Social Services (CDoHASS) to the Council's Corporate Director of Environment and Regeneration (CDoER) in the form of an agreement under section 106 of the Act to secure planning obligations relating to the First Phase Development and the Second Phase Development;
Market Housing	means the 8 residential units referred to in the Second Application and constructed in accordance with the Second Phase Development for sale on the open market;
Occupation	occupation for the purposes permitted by the First Planning Permission and/or the Second Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms "Occupy", "Occupier" and "Occupied" shall be construed accordingly;
Plan 1	the plan attached to this Letter at Schedule 7;
Plan 2	the plan attached to this Letter at Schedule 8;
Practical Completion	the practical completion of the works required to construct the relevant premises or building or part thereof or works in accordance with the relevant building contract as properly certified independently by any employed agent of the CDoHASS and "Practically Completed" shall be construed accordingly;



Preparatory Works

means operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversions and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements;

Protected Tenant

any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- (b) has exercised any statutory right to buy pursuant to the Housing Act 1985 (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- (c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit (staircased to 100%);

Public Open Space

£37,137 (thirty seven thousand one hundred and

Improvement works Contribution

thirty seven pounds) to be spent by the CDoER

towards public open space improvement works within the vicinity of the Site;

**Registered Provider** means a provider of Affordable Housing which is registered in a register maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008 or the London Borough of Islington;

**Regulator** means the role as established pursuant to chapter 2 of part 2 of the Housing and Regeneration Act 2008, currently undertaken by an appointed Committee of the Homes and Communities Agency;

**Residents' Parking Bay** a parking place designated in an order under section 45(2) of the Road Traffic Regulation Act 1984 for the use of designated residents in the Borough of Islington which is located outside but in the immediate vicinity of the First Phase Development or the Second Phase Development;

**Residents' Parking Permit** a permit issued by the Council to park a motor vehicle in a Residents' Parking Bay;

**Schedule of Condition** a schedule of condition relating to the highways and footways within the Highway Reinstatement Area which shall include but not be limited to details of:

- a) the line and level of footways and carriageways; and
- b) the state of condition of access covers; surfacing; street furniture; channels and kerbs; street lighting; and gullies (to be checked for blockages);

Second Application	an application for full planning permission submitted to the Council under reference P2013/4924/FUL and linked to the First Application;
Second Energy Statement	a written update to the draft energy statement dated 23 October 2013 submitted as part of the First Application such update to analyse and assess the technical and practical potential for the heat demands of the First Phase Development to be supplied by heat energy from alternative plant and equipment providing low carbon energy from alternative plant and equipment providing low carbon energy which is in accordance with the Council's adopted planning policies from time to time and which demonstrates how the First Phase Development will achieve the relevant on-Site carbon dioxide emissions reduction target set out in such policies;
Second Highway Reinstatement Payment	the figure to be calculated according to Schedule 3 and to be spent on the Highway Reinstatement Works associated with the Second Phase Development;
Second Phase Development	the development referred to in the Second Application comprising the demolition of the existing 2 storey Hanley Crouch 'The Laundry' community centre (D1 non residential institutions use class) to construct a part 3, part 4 storey residential terrace comprising of 8 residential units (7 x 4B7P house and 1 x 4B8P house) in accordance with the documents submitted with the Second Application;

Second Planning Permission	a full planning permission subject to conditions granted by the Council pursuant to the Second Application and linked to the First Planning Permission;
Site	the land at the Ivy Hall Community Centre and covered car park, 300 Holly Park, London, N4 4BN registered at the Land Registry under and comprised within title number NGL115573 against which this letter may be enforced and shown for identification purposes edged red on Plan 1 and the land at Hanley Crouch Community Centre also known as 'The Laundry' 21 Sparsholt Road London N19 4EL registered at the Land Registry under and comprised within title number NGL227076 against which this letter may be enforced and shown for identification purposes edged red on Plan 2;
Social Rented Housing	homes for rent provided by a Registered Provider at rent levels within the Regulator's Rent Restructuring Regime or such successor rent levels as may be set by the Regulator from time to time and shall comprise 100% of the Affordable Housing provision as measured by habitable rooms;
Sports and Recreation Facilities Contribution	£16,792 (sixteen thousand seven hundred and ninety two pounds) to be spent by the CDoER toward sports facilities improvements within the vicinity of the Site;
Transport and Public Realm Contribution	£38,001 (thirty eight thousand and one pounds) to be spent by the CDoER on transport and public realm improvements within the vicinity of the Site;

## Travel Plan Update

an update on the operation and effectiveness of the Full Travel Plan which takes into account any further measures requested or required to be made by the relevant officer of the Council and which includes an up-to-date full travel survey including the travel patterns of the Occupiers and users of the First Phase Development.

2. This letter shall be noted on the local land charge register against the Site.
3. All amounts payable are to be Index Linked.
4. The CDoHASS will provide or ensure the provision of the matters set out in Schedule 1.
5. The CDoER agrees as set out in Schedule 2.
6. The CDoHASS agrees to pay to Islington Council's Legal services on the date of this Letter the reasonable legal costs incurred by Legal services in the negotiation, preparation and execution of this Letter.
7. The address, facsimile number, relevant addressee and reference for each party are:

for the Corporate Director of Environment and Regeneration:

Address: Strategic Planning and Regeneration, 222 Upper Street, London N1  
1XR

Facsimile number: 0207 527 3271

Relevant addressee: Principal Planner – Obligations (section 106)

for the Corporate Director of Housing and Adult Social Services:

Address: Municipal Offices, 222 Upper Street London N1

Email : [Sean.McLaughlin@islington.gov.uk](mailto:Sean.McLaughlin@islington.gov.uk)

## **SCHEDULE 1**

### **THE CDoHASS OBLIGATIONS TO THE CDoER:**

#### **1 NOTICES**

1.1 To give at least 14 days prior written notice to the CDoER of the following Dates:

1.1.1 Implementation of the First Planning Permission;

1.1.2 Practical Completion of the First Phase Development;

1.1.3 first Occupation of the First Phase Development;

1.1.4 Implementation of the Second Planning Permission;

1.1.5 Practical Completion of the Second Phase Development;

1.1.6 first Occupation of the Second Phase Development.

1.2 To not Implement or permit Implementation of the First Planning Permission until the relevant notice referred to in paragraph 1.1.1 has been duly given.

1.3 To not permit Occupation of the First Phase Development until the notices referred to in paragraphs 1.1.2 and 1.1.3 have been duly given.

1.4 To not Implement or permit Implementation of the Second Planning Permission until the relevant notice referred to in paragraphs 1.1.1, 1.1.2, 1.1.3 and 1.1.4 have all been duly given.

#### **2 FINANCIAL CONTRIBUTIONS**

2.1 To pay to the CDoER prior to or on Implementation of the First Phase Development the:

2.1.1 Transport and Public Realm Improvements Contribution

2.1.2 Public Open Space Improvement Contribution

2.1.3 Children and Young Person's Play and Informal Recreation Contribution

2.1.4 Sports and Recreation Contribution

2.1.5 Transport and Public Realm Improvements Contribution

2.2 To pay to the CDoER prior to or on Implementation of the Second Phase Development

the:

#### 2.2.1 Carbon Offsetting Contribution

### **3 EMPLOYMENT AND TRAINING CODE**

- 3.1 To at all relevant times comply and ensure compliance with the Employment and Training Code annexed at Schedule 4.
- 3.2 To use best endeavours to procure one work placement for a local resident at the First Phase Development during the construction phase such work placement to last at least 13 weeks and be paid by the CDoHASS or contractor and be at least the national minimum wage. London Borough of Islington Construction Works Team will recruit for and monitor the work placement.
- 3.3 In the event that the CDoHASS is unable to provide the work placement in accordance with paragraph 3.2, the CDoHASS shall prior to or on Practical Completion of the First Phase Development pay to the CDoER the sum of £5,000.00 (five thousand pounds) such sum to be utilised by the Council towards employment and training initiatives in the local area.

### **4 CoPCS AND MONITORING FEE**

- 4.1 To at all times during the carrying out of the Preparatory Works and the construction of the First Phase Development observe comply and ensure compliance with the CoPCS.
- 4.2 To pay to the CDoER prior to or on Implementation £2,300.00 (two thousand three hundred pounds) as a contribution towards the Council's costs of monitoring compliance with the CoPCS at the Site.
- 4.3 To prepare and submit to the CDoER for approval by its public protection team a CoCP Response Document prior to the carrying out of any works of Implementation of the First Phase Development which shall include:
  - 4.3.1 a review of the Code of Construction Practice with specific reference to the Site's proposed construction programme;



- 4.3.2 a statement of how the CDoHASS will ensure compliance with the Code of Construction Practice;
- 4.3.3 a community liaison strategy in accordance with the requirements of the CoPCS;

## **5 CODE OF LOCAL PROCUREMENT**

- 5.1 To at all times during the carrying out of the Preparatory Works and the construction of the First Phase Development comply and ensure compliance with the Code of Local Procurement annexed at Schedule 5 and in the event of non-compliance with this paragraph, shall upon written notice from the CDoER immediately take all steps required by the CDoER to remedy such non-compliance.

## **6 HIGHWAY RE-INSTATEMENT**

- 6.1 To submit for approval in writing by the CDoER an initial Schedule of Condition relating to the Highways adjacent to the First Phase Development (as indicated on the Highway Reinstatement Plan) prior to Implementation of the First Planning Permission.
- 6.2 To notify the CDoER in writing as soon as possible after works to construct the First Phase Development have reached the stage where further works will not adversely affect the Highway Reinstatement Area.
- 6.3 To submit to the CDoER for its written approval (such approval to be in the CDoER's absolute discretion) a further Schedule of Condition relating to the Highways adjacent to the First Phase Development (as indicated on the Highway Reinstatement Plan) and a specification for the Highway Reinstatement Works relating to the Highways adjacent to the First Phase Development (as indicated on the Highway Reinstatement Plan) as soon as reasonably practicable after the CDoHASS has notified the CDoER under paragraph 6.2 above and in any event not later than 14 days after Practical Completion of the whole of the First Phase Development.
- 6.4 To submit for approval in writing by the CDoER an initial Schedule of Condition

relating to the Highways adjacent to the Second Phase Development (as indicated on the Highway Reinstatement Plan) prior to Implementation of the Second Planning Permission.

- 6.5 To notify the CDoER in writing as soon as possible after works to construct the Second Phase Development have reached the stage where further works will not adversely affect the Highway Reinstatement Area.
- 6.6 To submit to the CDoER for its written approval (such approval to be in the CDoER's absolute discretion) a further Schedule of Condition relating to the Highways adjacent to the Second Phase Development (as indicated on the Highway Reinstatement Plan) and a specification for the Highway Reinstatement Works relating to the Highways adjacent to the Second Phase Development (as indicated on the Highway Reinstatement Plan) as soon as reasonably practicable after the CDoHASS has notified the CDoER under paragraph 6.5 above and in any event not later than 14 days after Practical Completion of the whole of the Second Phase Development.
- 6.7 To pay the Highway Reinstatement Payment in full upon the CDoER's written demand.

## **7 AFFORDABLE HOUSING**

- 7.1 To ensure that none of the Market Housing Units shall be transferred or Occupied until all of the Affordable Housing units have been constructed in accordance with the First Planning Permission and made ready for residential occupation and written notification of such has been received by the CDoER.
- 7.2 To ensure that none of the Affordable Housing Units shall be transferred or Occupied other than to persons eligible in accordance with the Council's most recent related policy including in the order of priority agreed between the CDoHASS and the CDoER.
- 7.3 To ensure that from the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Social Rented Housing save that this obligation shall not be binding on:

- 7.3.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
  - 7.3.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty; or
  - 7.3.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor; or
- 7.4 The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than three months' prior notice to the CDoER of its intention to dispose and:
- (a) in the event that the CDoER responds within three months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer
  - (b) if the CDoER does not serve its response to the notice served under paragraph 7.4 (a) within the three months then the Chargee shall be entitled to dispose free of the restrictions set out in this Part of the Schedule
  - (c) if the CDoER or any other person cannot within 6 months of the date of service of its response under paragraph 7.4 (a) secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 7.4 the Chargee shall be entitled to dispose free of the restrictions set out in this paragraph

PROVIDED THAT at all times the rights and obligations in this paragraph 7 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that

the CDoER must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

## **8 RESIDENT PARKING PERMIT RESTRICTIONS**

8.1 To not permit or continue to permit the Occupation or continued Occupation of any dwelling comprised in the First Phase Development or the Second Phase Development by any person who has a permit to park a motor vehicle in a Residents' Parking Bay within the Borough of Islington except in the following circumstances:

8.1.1 The person is or becomes entitled to be a holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;  
or

8.1.2 The person has held a Residents' Parking Permit to park a motor vehicle in a Residents' Parking Bay within the Borough of Islington for a continuous period of at least one year immediately before his/her use and/or Occupation of the relevant dwelling.

8.2 To procure that the restrictions set out in paragraph 9.1 of this Schedule are included in any lease, agreement for lease, option, licence, tenancy or other disposal to any person of any dwelling comprised in the First Phase Development or the Second Phase Development and in all material used for advertising or marketing such dwellings and the CDoHASS shall not enter into or grant or permit the entry into or grant of any such lease, agreement for lease, option, licence, tenancy or other disposal unless such restrictions are contained in it.

## **9 CARBON EMISSIONS OFFSET**

9.1 To pay to the CDoER prior to or on Implementation of the First Phase Development a contribution towards offsetting any projected residual CO2 emissions of the First Phase Development at a rate of £920.00 (nine hundred and twenty pounds) per tonne of CO2 emitted, with the total amount being confirmed by the Council's Energy Conservation Officer.

## **10 DISTRICT HEATING**

10.1 To ensure that the First Phase Development is constructed to include a

connection point for a District Heating Connection.

- 10.2 To ensure that the buildings comprised in the First Phase Development are capable of connecting to a District Heating Network with connections capable of:
  - 10.2.1 providing tees, isolation valves and controls capacity in the hot water heaters to facilitate to facilitate the connection of an interfacing heat exchanger at a later date;
  - 10.2.2 reserving space for heat exchangers to allow connection; and
  - 10.2.3 safeguarding route and space provision to permit the laying of pipework from the Heating Plant room to the Site boundary so that connections can be made at a later date to the District Heating Network.
- 10.3 To not Implement or permit the Implementation of the First Phase Development until a draft First Energy Statement and draft Second Energy Statement has been submitted and approved in writing by CDoER.
- 10.4 To at all times comply in all respects with the approved First Energy Statement and Second Energy Statement (and any amendments to it which may be approved by CDoER in writing from time to time) and shall not carry out the First Phase Development unless in full compliance with such approved First Energy Statement and Second Energy Statement and in the event of non-compliance with this paragraph, the CDoHASS shall upon written notice from the CDoER immediately take all steps required by the Council to remedy such non-compliance.
- 10.5 Subject to the application of paragraph 11.6 below and any regulatory changes governing the communal supply of energy, the CDoHASS will not permit the Occupation of the First Phase Development until a District Heating Connection has been made to the First Phase Development to supply the heat demands of the First Phase Development in accordance with the First Energy Statement and the Second Energy Statement approved under this paragraph 8.
- 10.6 If, prior to Practical Completion of the First Phase Development, the CDoHASS

demonstrates to the CDoER's reasonable satisfaction (supplying copies of all appropriate evidence) that the proposed connection charges to a District Heating Network are not reasonable and not economically viable, then the CDoHASS will not permit the Occupation of the First Phase Development until they have installed on-Site and at their own cost alternative or additional plant and equipment providing low carbon energy to serve the heat demands of the First Phase Development in accordance with the First Energy Statement and the Second Energy Statement approved under this paragraph 11 AND the CDoHASS shall, not later than 24 months after first Occupation of the First Phase Development provide the CDoER with copies of all such evidence and supporting information and documentation as reasonably requested or required by the CDoER (including copies of good quality combined heat and power annual returns) to demonstrate that such alternative or additional plant and equipment is fully operational in accordance with this paragraph 8.

10.7 The CDoHASS will as soon as reasonably practicable after the date of this Letter enter into an agreement with the operator of the District Heating Network to secure the supply of heat energy from the District Heating Network to serve the heat demands of the First Phase Development.

10.8 In the event that a District Heating Connection is not made in accordance with paragraphs 11.5 and 11.6, the CDoHASS agrees that they will on the written request of the CDoER do all such things as are necessary to enable a District Heating Connection to be made on the same terms mutatis mutandis as paragraphs 11.5 and 11.6 subject to the following conditions:

10.8.1 at least one year's prior written notice is given to the CDoHASS by the CDoER;

10.8.2 it would be economically viable for the First Phase Development to be connected to the District Heating Network.

## **11 GREEN PERFORMANCE PLAN**

11.1 To submit for the CDoER's approval a draft of the Green Performance Plan not later than 6 months from the date of first Occupation of the First Phase Development.

- 11.2 To submit a final report on the implementation of the approved Green Performance Plan at the end of the nominated monitoring period of two years (or such extended period as the Parties may otherwise agree) to the satisfaction of the CDoER.
- 11.3 If the final report submitted under clause 12.2 shows that the agreed targets have not been or are not being met, the matter will be investigated to identify causes of underperformance and potential mitigation measures. Where measures are identified which it would be reasonably practicable to implement, an action plan comprising such measures will be prepared by the CDoHASS's relevant building manager and agreed with all Occupiers or their representatives and then issued to the CDoER.
- 11.4 If it is not reasonably practicable to implement measures sufficient to achieve the original targets contained in the approved Green Performance Plan, a revised target which is achievable will be discussed between the Parties and (if it is satisfied) agreed by the CDoER.
- 11.5 To at all times comply in all respects with the approved Green Performance Plan (as amended, if amended, from time to time) and in the event of non-compliance with this paragraph 12.5, the CDoHASS shall upon written notice from the CDoER immediately take all steps reasonably required by the CDoER to remedy such non-compliance.

## **12 TRAVEL PLAN**

- 12.1 To not permit the Occupation of any part of the First Phase Development until the CDoHASS has submitted the Draft Full Travel Plan to the CDoER for the CDoER's written approval.
- 12.2 To submit the Full Travel Plan to the CDoER for the CDoER's written approval no later than six months after first Occupation of the First Phase Development.
- 12.3 To submit the Travel Plan Update to the Council no later than the 3<sup>rd</sup> anniversary of first Occupation of the First Phase Development.

- 12.4 To ensure that all owners and occupiers of the First Phase Development are made aware of the Draft Full Travel Plan or Full Travel Plan and any revision in any promotional material and on written request by an occupier/user provided with a copy of the Draft Full Travel Plan or Full Travel Plan at the CDoHASS's expense.
- 12.5 To use all reasonable endeavours to ensure that the owners and occupiers of the First Phase Development comply with the provisions of the Full Travel Plan and any revisions thereto.

### **13 TERMINATION OF EXISTING LEASES**

- 13.1 Not to Implement the First Planning Permission prior to the purchase by CDoHASS and/or termination of any of the individual leases over the Site comprised within the freehold title number NGL115573 which would otherwise prevent the First Phase Development, by virtue of the existing ownership rights and/or interests of a third party or third parties, from being Implemented and/or Practically Completed.
- 13.2 Not to Implement the Second Planning Permission prior to the purchase by CDoHASS and/or termination of any of the individual leases over the Site comprised within the freehold title number NGL227076 which would otherwise prevent the Second Phase Development, by virtue of the existing ownership rights and/or interests of a third party or third parties, from being Implemented and/or Practically Completed.

### **14 IN THE EVENT OF TRANSFER OF THE SITE**

- 14.1 That in the event of the transfer of the Site or part of the Site to another party not being the Council the CDoHASS agrees with the CDoER to ensure that an agreement in the form of section 106 of the Act is entered into to the satisfaction of the CDoER to secure the obligations in this letter.



## **15 PHASED DELIVERY**

- 15.1 To ensure that the Second Phase Development shall not be Implemented prior to the First Phase Development being Implemented, Practically Completed and ready for Occupation.



## **SCHEDULE 2**

### **THE CDoER OBLIGATIONS TO THE CDoHASS:**

#### **1. REPAYMENT OF CONTRIBUTIONS**

- 1.1 The CDoER agrees with the CDoHASS to use all sums received from the CDoHASS under the terms of this Letter for purposes specified in this Letter for which they are to be paid or for such other purposes for the benefit of the First Phase Development or the Second Phase Development as the CDoHASS and the CDoER shall agree PROVIDED THAT the CDoER may in any event spend up to 5 (five) per cent of the sums on the costs of implementing and monitoring compliance with this Letter which sum shall not include the legal costs incurred in drawing up this Letter.
- 1.2 The CDoER agrees with the CDoHASS that on written request by the CDoHASS it will pay to the CDoHASS such amount of any payment made by the CDoHASS to the CDoER under this Letter which has not been committed in accordance the provisions of this Letter within seven years of the date of receipt by the CDoER of such payment together with any Interest accrued on the amount that has not been spent.
- 1.3 The CDoER shall on written request by the CDoHASS provide to the CDoHASS such evidence as the CDoHASS shall reasonably require in order to confirm the expenditure of the sums paid by the CDoHASS under this Letter



### **SCHEDULE 3**

#### **HIGHWAY REINSTATEMENT PAYMENT**

- 1 The First Planning Permission must not be Implemented unless the CDoHASS has submitted an initial Schedule of Condition in accordance with paragraph 6.1 of Schedule 1 to the CDoER and such initial Schedule of Condition has been agreed in writing by the CDoER.
- 2 After the CDoHASS has certified to the CDoER that such a stage of the First Phase Development has been reached that the First Phase Development will not adversely affect the Highway Reinstatement Area relating to the First Phase Development but in any event no later than fourteen (14) days after Practical Completion of the whole of the First Phase Development the CDoHASS must provide to the CDoER:
  - a) a further Schedule of Condition in accordance with paragraph 6.3 of Schedule 1; and
  - b) a specification for the Highway Reinstatement Works relating to the highways adjacent to the First Phase Developmentboth to be agreed in writing by the CDoER.
- 3 As soon as reasonably practicable after agreeing the further Schedule of Condition relating to the highways adjacent to the First Phase Development and the specification for the Highway Reinstatement Works relating to the highways adjacent to the First Phase Development submitted in accordance with paragraph 2 above the CDoER must:
  - a) calculate (taking into account any reasonable representations of the CDoHASS) the First Highway Reinstatement Payment; and
  - b) must subsequently issue a request for payment of the First Highway Reinstatement Payment.
- 4 The CDoHASS must pay the First Highway Reinstatement Payment to the CDoER no later than 10 working days after receipt of the request to pay the First Highway Reinstatement Payment in accordance with paragraph 3 above.
- 5 The Second Planning Permission must not be Implemented unless the CDoHASS has submitted an initial Schedule of Condition in accordance with paragraph 6.4 of Schedule

1 to the CDoER and such initial Schedule of Condition has been agreed in writing by the CDoER.

- 6 After the CDoHASS has certified to the CDoER that such a stage of the Second Phase Development has been reached that the Second Phase Development will not adversely affect the Highway Reinstatement Area relating to the Second Phase Development but in any event no later than fourteen (14) days after Practical Completion of the whole of the Second Phase Development the CDoHASS must provide to the CDoER:

- c) a further Schedule of Condition in accordance with paragraph 6.6 of Schedule 1; and
- d) a specification for the Highway Reinstatement Works relating to the highways adjacent to the Second Phase Development

both to be agreed in writing by the CDoER.

- 7 As soon as reasonably practicable after agreeing the further Schedule of Condition relating to the highways adjacent to the Second Phase Development and the specification for the Highway Reinstatement Works relating to the highways adjacent to the Second Phase Development submitted in accordance with paragraph 6 above the CDoER must:

- a) calculate (taking into account any reasonable representations of the CDoHASS) the Second Highway Reinstatement Payment; and
- b) must subsequently issue a request for payment of the Second Highway Reinstatement Payment.

- 8 The CDoHASS must pay the Second Highway Reinstatement Payment to the CDoER no later than 10 working days after receipt of the request to pay the Second Highway Reinstatement Payment in accordance with paragraph 7 above.

**SCHEDULE 4**

**EMPLOYMENT AND TRAINING CODE**





**SCHEDULE 5**

**LOCAL PROCUREMENT CODE**



## **SCHEDULE 6**

### **CODE OF PRACTICE FOR CONSTRUCTION SITES**



**SCHEDULE 7**

**PLAN 1**



**SCHEDULE 8**

**PLAN 2**





**SCHEDULE 9**

**HIGHWAY REINSTATEMENT PLAN**



Yours Sincerely,

A handwritten signature in black ink that reads "Sean McLaughlin". The signature is written in a cursive, flowing style.

**Sean McLaughlin**

Corporate Director of Housing and Adult Social Services (CDoHASS)