



NORTHAMPTON
GATEWAY
STRATEGIC RAIL FREIGHT INTERCHANGE

APPLICANT'S RESPONSE TO ExA POINTS ON DRAFT SECTION 106 AGREEMENT

DOCUMENT 8.16

The Northampton Gateway Rail Freight Interchange Order 201X

APPLICANT'S RESPONSE TO ExA POINTS
ON DRAFT SECTION 106 AGREEMENT | 11 FEBRUARY 2019

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THE NORTHAMPTON GATEWAY RAIL FREIGHT INTERCHANGE ORDER 201X

Applicant's Response to Examining Authority Points on the Draft s.106 agreement

This document provides the Applicant's responses to the note circulated during ISH 2 by the ExA containing comments on the draft s.106 Agreement which had been submitted for **Deadline 1 (Document 6.4A)**. The Draft Agreement had moved on somewhat since the version upon which the ExA provided comments. An updated version, which has now been agreed with all the local authorities, is provided in **Appendix 1** of this response (**Document 6.4B**) along with a comparite between 6.4A and 6.4B in **Appendix 2**.

The main changes of substance in the revised agreement is the moving of a number of the obligations into the requirements in Schedule 2 of the dDCO and responding to points made by the ExA. The explanation for the obligations remaining in the s.106 agreement will be contained in an updated version of the Section 106 Confirmation and Compliance document (**Document 8.5A**) which will be submitted for **Deadline 5**.

Item	ExA Comment	Applicant's Response
1.	Please define HGV	The term is no longer used in the Agreement and the definition has therefore been removed.
2.	Definition of Implementation – some of the exclusions seem to be extensive and have not been justified; see “temporary construction “ and “decontamination works” in particular. Please compare with equivalents in the dDCO - ordinarily is it right for this to be wider?	The purpose of defining Implementation is to identify the trigger for the obligations to pay money. The version as drafted, with exclusions, is appropriate for the triggers which relate to payment of money for purposes which are not related to any of the exceptions.
3.	“Index –Linked” – should not the commencement be the time to which when the data used to calculate the various sums relates? For example Q1 2018 for construction costs using Q1 2018 figures.	The Indexation is to apply from the date of the Agreement which is often the case and is agreed with the local authorities.
4.	“Interest” – is 2% above base rate sufficiently high to deter late payments?	The Applicant has agreed an interest rate of 4% above base rate with the local authorities.

Item	ExA Comment	Applicant's Response
5.	"Relevant Index" – what happens if the parties cannot agree on an alternative index?	The provisions relating to Dispute Resolution would apply in this scenario, however this has been made explicit in the latest draft.
6.	"Obligation Land" why is not the rest of the order land to be bound by the s.106 agreement, particularly the rest of the Main Site?	Please refer to the Applicant's response to ISH3:28 (Appendix 13 of the Applicant's Post Hearing Submissions in respect of the December 2018 Examination hearings (Document 8.10 , REP4-011).
7.	Why are there square brackets around the definition of Parish Councils?	This definition (note this is now "Parishes") covers the four main parishes within which the authorised development falls: Blisworth, Courteenhall, Milton Malsor and Roade.
8.	CI 1.2.4 – the brackets are wrong	This is noted and has been corrected.
9.	CI 1.2.6 – why should joint and several liability depend on "context". But is this appropriate in a document which runs with the land (and is intended to do so) and where there may several owners? If any qualification to joint and several liability is to be retained in this agreement, please explain fully to the ExA why it is justified and why it is acceptable. The ExA will want to see the agreement of the County and the District Council.	The words "unless the context otherwise requires" have been removed since in this particular agreement all of the obligations apply to all the Obligation Land.
10.	CI 1.2.7 "may be deemed" – this introduces vagueness – "shall" or "must" are preferable	This is noted and has been changed.
11.	CI 1.2.9 – please will the Applicant explain why the Interpretation Act 1978 is expressly referred to.	This is a provision which is often inserted to ensure normal interpretation rules apply. Whilst clauses 1.2.1 to 1.2.8 cover the most relevant interpretation rules it is felt prudent for this clause to remain in case other issues of interpretation arise.

Item	ExA Comment	Applicant's Response
12.	CI 10.1 – punctuation needed between notices, requests and demands.	This is noted and has been updated.
13.	CI 10.1.1- 10.1.4 – why should only the Developer be permitted to change its address? Should there not be a more rigorous procedure for notifying a change of address? For example not only to be addressed to the Development Control Manager but including a reference to the project and the s.106 agreement.	This is noted and has been updated.
14.	CI 11 – CIL - How is the reduction in obligations justified? If these obligations are necessary and they mitigate environmental effects how can it be right to reduce them if CIL is introduced? Is that eventuality not already addressed by drafting in the dDCO?	As discussed at ISH3, this clause has been removed from the Agreement on the basis that the CIL Regulations are disapplied in respect of the authorised development by virtue of article 46(5).
15.	CI 16 – void provisions. Is this necessary in view of cl 1.2.8? Consider amalgamating the two.	Clause 1.2.8 has been deleted.
16.	CI 17.1 – consider punctuation of lists	This is noted and has been updated.
17.	CI 20.1 – How quickly must the notification take place? As drafted it could be weeks or months after the event. But also consider whether this clause falls within s.106(1) TCPA 1990 and therefore how it will actually be enforced against persons deriving title.	This is noted and a time period of 28 days from the various events has been added for the various notifications to take place. A negative obligation has been added to ensure compliance with s.106(1).

Item	ExA Comment	Applicant's Response
18.	Covenants with the District Council – consider whether paragraphs 2.2, 2.3 and 3 fall within s.106(1) and if so, please explain how.	These obligations are now covered by requirements in Schedule 2 of the dDCO.
19.	Covenants with the County Council – consider whether paragraphs 1, 2, 3,4,5 and 8 fall within s.106 and if so, please explain how.	These obligations now solely deal with payments and are within the terms of s.106.
20.	<p>District Council's obligations</p> <ul style="list-style-type: none"> a. – paras 1.1 and 1.2. Is it intended that the Parish Councils can enforce these? If so, how? b. Para 1.2 – what is the split between the Parish Councils? c. such d. "written request is supported by documentary evidence demonstrating procurement of works, services or building contracts or other such evidence as shall be agreed with the District Council" – agreed between whom? <p>Presumably the words "and confirmation that they will" are meant to apply on a Parish Council by Parish Council basis, but please will the Applicant consider clarifying the drafting.</p>	The obligation in relation to the Community Fund has been amended to reflect discussions with the District Council with a much simpler system applying, but still with the safeguard of CIL compliance provided by the definition of Qualifying Project.
21.	<p>Apprenticeship scheme</p> <ul style="list-style-type: none"> a. Opening paragraph – "A scheme for the employment of apprentices on 	The employment obligations are now dealt with in Schedule 2 of the dDCO.

Item	ExA Comment	Applicant's Response
	<p>the Development which shall endeavour so far as is practicable to meet the criteria listed below ...”how is this limitation justified in the case of necessary mitigation?</p> <p>b. Para 1 – how do apprentices qualify so as to “be” within 20 miles of the centre of Northampton – is this place of birth? Or place of residence, if so for how long; what happens if the apprentice moves outside the 20 mile radius? Where precisely is “the centre of Northampton”. Or is it something else?</p> <p>c. Para 2 – this does not make sense.</p> <p>d. Para 3 – which site?</p> <p>e. Why name Construction Futures? Please will the Applicant include address and identification details?</p> <p>f. Para 7 – this refers to a Strategy; this is the first occasion this word has been used. To what does it refer? It occurs again at para 10</p> <p>g. Para 8 – please define “relevant training providers”.</p>	
22.	Schedule 0 – list of Approved Community Purposes” – please will the Applicant explain where these fit into the scheme of the s.106 agreement. They do not appear in the definition clause	This list is referred to in the definition of Qualifying Project.

Item	ExA Comment	Applicant's Response
23.	<p>24. Sch 7 – Sustainable Transport working group constitution</p> <ul style="list-style-type: none"> a. Is this Schedule and its purposes approved by the County? Is the LPA involved too? If not should it or is this just a matter for the County? b. Para 1.1 – who is the appropriate authority? What is the test for identifying them? c. Para 1.2 – overseeing the work of the TPC - What sanctions do they have? Must they use them? What if the FTP isn't enforced? d. Para 1.4 – “Make recommendations to appropriate parties” - What if recommendations not followed? e. Para 2.2 Membership of the STWG – there will only two voting persons of which one is the chair (who will be the Developer if not the Owners) . Does the chair have a casting vote? f. Para 5 – “The representatives from the local authorities specified at clause 2 will be able to request that nodecision be taken by the STWG on a matter discussed at a meeting of the STWG without prior reference to an approval of senior managers and/or elected members as appropriate.” What happens if the request is not granted? 	<p>This is now dealt with in Schedule 2 and Schedule 15 of the dDCO. It is agreed with the local authorities and is based on an arrangement which has worked very well at East Midlands Gateway.</p>

Item	ExA Comment	Applicant's Response
	<p>g. Para 6 – “Decisions are to be taken on a majority vote with each member of the STWG present having a single vote. The Developer’s vote shall be weighted to be equal to the number of voting members (other than the Developer) of the STWG that are present at the meeting.” This means the Developer plus one can outvote all the other members. But the Developer is not necessarily a part of the STWG (para 2 contemplates the Owners being on the STWG in place of the Developer). And also there are only two voting members anyway; so actually the if the other member opposes something the Developer wants, the Developer cannot insist. Is this what is intended? The para does not look fair if there are more voting members than the Chair and County; and it does not look like what is intended if there should be more than just two voting members. Please will the Applicant reconsider and justify either this or a revised proposal.</p> <p>h. Para 8 “The STWG will continue to meet until at least 5 years after full Occupation or such time (which may be earlier or later) as the STWG decides it has fully served its</p>	

Item	ExA Comment	Applicant's Response
	<p>purpose, at which time all powers and responsibilities the STWG has exercised shall revert to the appropriate body." This seems odd on the weighted vote proposals. Also how does this work in practice? The powers all derive from this Schedule, so how do they "revert"? Will for example the County, after dissolution of the STWG, be approving Occupier Travel Plans? What will happen if it disapproves one? How will that be enforced? What is the sanction?</p> <p>i. Para 9 – "The STWG shall at all times be free to consult with other relevant authorities and bodies and shall at the election of any member be at liberty to invite persons to attend meetings in a nonvoting capacity." This is the first reference to elections. Hitherto membership has been by appointment. Please redraft to be consistent with the scheme of the schedule.</p> <p>j. Paras 10 – 17 – These paragraphs create a dispute resolution mechanism. But the rest of the constitution operates on the basis of votes (and a weighted majority vote). Is dispute resolution appropriate in this context? Could dispute resolution be invoked after a vote?</p>	

Item	ExA Comment	Applicant's Response
	<p>Dispute resolution of course involves costs and expense.</p> <p>k. Para 15 – “The Expert when making his determination shall have regard to the contents of the National Planning Policy Framework or any replacement thereof ...”. Should the NNNPS also be a matter to which the Expert should have regard? Is it right to have regard to the NPPF?</p> <p>How are the provisions of this schedule and actions under it enforced? What are the sanctions? Who can impose them? Actually that is a good question even when the STWG is operating.)</p>	

Appendix 1

Revised Draft S.106 Agreement (Document 6.4B)



NORTHAMPTON
GATEWAY
STRATEGIC RAIL FREIGHT INTERCHANGE

REVISED DRAFT S106 AGREEMENT

DOCUMENT 6.4B

The Northampton Gateway Rail Freight Interchange Order 201X

REVISED DRAFT SECTION 106 AGREEMENT | 11 FEBRUARY 2019

www.northampton-gateway.co.uk

Dated: 2019

- (1) HEReward CHARLES WAKE and JOHN HEReward WAKE
- (2) JOHN HEReward WAKE
- (3) ROXHILL (JUNCTION 15) LIMITED
- (4) SOUTH NORTHAMPTONSHIRE COUNCIL
- (5) NORTHAMPTONSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

DRAFT AS AGREED BETWEEN ALL PARTIES AND NBC – 11 Feb 2019

made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to The Northampton Gateway Rail Freight Interchange

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THIS AGREEMENT is made on

2019

BETWEEN

- (1) HEREWARD CHARLES WAKE and JOHN HEREWARD WAKE both of The Estate Office, Courteenhall, Northampton, NN7 2QD ("**the First Owners**");
- (2) JOHN HEREWARD WAKE of The Estate Office, Courteenhall, Northampton, NN7 2QD ("**the Second Owner**");
- (3) ROXHILL (JUNCTION 15) LIMITED (Company Registration Number 08763104) whose registered office is situate at Lumonics House, Valley Drive, Swift Valley, Rugby, Warwickshire, CV21 1TQ ("**the Developer**");
- (4) SOUTH NORTHAMPTONSHIRE COUNCIL of The Forum, Moat Lane, Towcester, Northamptonshire, NN12 6AD ("**the District Council**"); and
- (5) NORTHAMPTONSHIRE COUNTY COUNCIL of One Angel Square, Angel Street, Northampton, Northamptonshire, NN1 1ED ("**the County Council**")

BACKGROUND

- (A) The Developer submitted the Application to obtain authorisation for the Development in the form of the DCO and the Application was accepted by the Planning Inspectorate under section 55 of the 2008 Act on 15 June 2018.
- (B) The First Owners are the registered proprietors of that part of the Obligation Land with title absolute under Title Numbers NN289465, NN289466 and NN289824.
- (C) The Second Owner is the registered proprietor of that part of the Obligation Land with title absolute under Title Numbers NN288549, NN290178, NN290838, NN348756 and NN348757.
- (D) The Developer has an option to acquire the Obligation Land which is located within the administration areas of the District Council and the County Council.
- (E) The Developer intends to construct and operate the Development as authorised by the DCO.
- (F) The Owners and the Developer have entered into this Agreement in order to ensure that the Development is regulated by the obligations herein contained which obligations are planning obligations for the purposes of Section 106 of the 1990 Act.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 For the purposes of this Agreement (including for the avoidance of doubt the recitals above) the following expressions shall have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"2008 Act"	the Planning Act 2008 (as amended)
"Air Quality Contribution"	the sum of Two Hundred and Fifty Thousand Pounds (£250,000) Index-Linked
"Air Quality Measures"	measures to further the aims of the Borough Council's Low Emissions Strategy such as:

	<ul style="list-style-type: none"> - Clean Air Zone Feasibility Study; - Implementing the Northampton Electric Vehicle Plan - Provision of Cycling Hubs; and - Development of Ultra-Low Emission Hubs Corridors
"Air Quality Unilateral Undertaking"	an undertaking containing in the form contained in Schedule 6
"Application"	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
"Borough Council"	Northampton Borough Council or successor in function
"Bus Services Fund"	the sum of One Million and One Hundred Thousand Pounds (£1,100,000.00) Index-Linked
"Community Fund Contribution"	the sum of Three Hundred Thousand Pounds (£300,000.00) Index Linked
"Community Liaison Group"	a group of that name to be established pursuant to the requirements contained in Schedule 2 of the DCO
"Councils"	the District Council and the County Council
"CPT Index"	the Confederation for Passenger Transport (CPT) Bus Operators Costs Index for Midlands
"DCO"	the development consent order to be made under the 2008 Act pursuant to the Application
"Development"	development authorised by the DCO
"Framework Travel Plan"	the framework travel plan certified as part of the environmental statement pursuant to article 49 of the DCO
"Highway Capacity Improvement Contribution"	the sum of Six Hundred and Fifty Thousand Pounds (£650,000.00) Index-Linked
"Implementation"	the implementation of the Development by the carrying out of any material operation within the meaning of sections 56(2) and (4) of the 1990 Act provided that the carrying out of demolition of existing buildings and structures, termination or diversion of existing services or temporary diversion of highways, temporary construction, site preparation (including ecological mitigation and translocation of species), investigation works, archaeological investigations, environmental site investigations, decontamination works, or works and operations to enable any of the foregoing to take place shall not constitute a material operation and consequently shall not individually or together constitute implementation for the purposes of this definition or

	this Agreement and "Implemented" "Implement" and cognate expressions shall be construed accordingly
"Index-Linked"	the adjustment of the sums referred to in this Agreement by Indexing from the date of this Agreement to the date of payment
"Indexing"	the sum concerned shall be linked to the Relevant Index such that any sum or financial contribution which is so linked in this Agreement shall be increased by reference to the Relevant Index calculated from the date hereof to the date of payment PROVIDED THAT if the reference base used to compile the Relevant Index changes after the date of this Agreement but before payment of any sum which is Index-Linked in this Agreement, the figure taken to be shown in the Relevant Index after the change is to be the figure that would have been shown in the Relevant Index if the reference base current at the date of this Agreement had been retained
"Interest"	interest at four per cent above the base lending rate of the Bank of England
"Knock Lane/Blisworth Road Maintenance Fund"	the sum of Fifty Thousand Pounds (£50,000.00) Index-Linked
"NG Buildings"	buildings to be erected pursuant to the DCO used for warehousing and distribution purposes and "NG Building" shall be construed accordingly
"Obligation Land"	the land shown tinted blue on the Plan
"Occupy"	occupation of the NG Buildings other than for the purposes of construction fitting out commissioning or site security and "Occupation" "Occupying" "Occupied" and "Occupier" and cognate expressions shall be construed accordingly
"Owners"	together the First Owners and the Second Owner
"Parishes"	the parishes of Blisworth, Courteenhall, Milton Malsor and Roade
"Plan"	the plan attached to this Agreement
"Qualifying Project"	a project for one or more of the approved community purposes listed in Schedule 5 which is considered by the District Council to be directly related to the Development and likely to assist in addressing any impacts arising from the Development
"Relevant Index"	<ul style="list-style-type: none"> (a) in the case of the Bus Services Fund the CPT Index (b) in the case of the Community Fund Contribution and the Air Quality Contribution means the RPI Index (c) in the case of the Highway Capacity Improvement Contribution, the Knock

Lane/Blisworth Road Maintenance Fund, the Travel Plan Monitoring Fee and Weight Limit Signs Contribution means the BCIS Index

and in all cases in the event of an index ceasing to exist shall mean an alternative index agreed between the parties and in the absence of agreement shall be referred to dispute resolution pursuant to the provisions of clause 18

"Roade Bypass"

the new bypass to be constructed to the west of the village of Roade identified as Works No 13 in Schedule 1 of the DCO

"RPI Index"

the All Items Retail Prices Index as published by the Office of National Statistics to include any applicable local or regional weighting

"Travel Plan Monitoring Fee"

the sum of Three Thousand Pounds (£3,000.00) Index Linked

"Weight Limit Signs Contribution"

the sum of Two Hundred Thousand Pounds (£200,000.00) Index Linked

"Works Plans"

the plans certified as the works plans pursuant to article 47 of the DCO

1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 The headings appearing in this Agreement are for reference only and shall not affect the construction of this Agreement;
- 1.2.2 Unless the context requires otherwise reference in this Agreement to clauses, sub-clauses, paragraphs, recitals, sub-paragraphs and schedules and references to those contained in this Agreement and references to plans and drawings are references to plans and drawings annexed to this Agreement;
- 1.2.3 The words "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding the word" and the word "include" and its derivatives shall be construed accordingly;
- 1.2.4 References in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same;
- 1.2.5 In this Agreement the expressions "the District Council" "the County Council" "the Owners" and "the Developer" shall include their respective statutory successors in respect of the functions to which this Agreement relates and/or successors in title to the Obligation Land as the case may be;
- 1.2.6 Any obligations of the parties to this Agreement contained in this Agreement which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those;
- 1.2.7 Any obligations by the Owner and/or the Developer not to do an act or thing shall include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person and any obligation by the Owner and/or Developer to do an act or thing shall include an obligation to procure that the act or thing is done;

1.2.8 The Interpretation Act 1978 shall apply to this Agreement.

2. STATUTORY POWERS, ENFORCEMENT AND LIABILITY

- 2.1 This Agreement is made pursuant to Section 106 of the 1990 Act as amended by Section 174 of the 2008 Act and the obligations in this Agreement constitute development consent obligations for the purposes of Section 106 of the 1990 Act and planning obligations pursuant to Section 106(4) of the 1990 Act enforceable by the Councils as provided for in clause 2.2.
- 2.2 The obligations set out in Schedule 1 shall be enforceable by the District Council and the obligations in Schedule 2 shall be enforceable by the County Council.
- 2.3 It is hereby agreed that the Owners enter into this Agreement with the effect of binding the Obligation Land and the Developer enters into this Agreement to bind any interest resulting from the agreement entered into with the Owners referred to in recital (D) however the Developer shall not be bound by the obligations herein unless and until it acquires a legal interest in the Obligation Land being more than an option or conditional contract.

3. COMMENCEMENT

- 3.1 With the exception of paragraphs 1.1.1 and 1.2 of Schedule 1 , the obligations contained in clause 6 and Schedules 1 and 2 of this Agreement shall not have effect unless and until both:

3.1.1 the DCO has come into force; and

3.1.2 the Development has been Implemented.

4. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS

- 4.1 Nothing in this Agreement shall prohibit or limit or affect in any way the right to develop any part of the Obligation Land in accordance with a planning permission issued pursuant to the Town and Country Planning Act 1990 or a Development Consent Order or any other statutory authority other than the DCO as defined herein granted or issued (whether or not on appeal or by any other means) either before or after the date of this Agreement.

5. PROVISIONS FOR RELEASE

- 5.1 This Agreement shall determine if the DCO is quashed, cancelled, revoked or expires prior to Implementation except to the extent that any obligation in this Agreement has been performed in whole or in part.

6. COVENANTS BY THE OWNERS

- 6.1 The Owners covenant that they shall carry out and comply with the obligations contained in Schedules 1 and 2.

7. COVENANTS BY THE DISTRICT COUNCIL AND THE COUNTY COUNCIL

- 7.1 The District Council covenants with the Owner as set out in Schedule 3.
- 7.2 The County Council covenants with the Owner as set out in Schedule 4.

8. SUCCESSORS IN TITLE

- 8.1 This Agreement shall be enforceable against the Developer (subject to clause 2.3) and the Owners and their successors in title and those deriving title under them in respect of the Obligation Land.

- 8.2 No party shall be liable for any breach of the obligations contained herein after it shall have parted with its entire interest in the Obligation Land or the relevant part thereof but without prejudice to any rights of the Councils in respect of any antecedent breach.

9. THIRD PARTIES

- 9.1 For the avoidance of doubt, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1990 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. SERVICE OF NOTICES

- 10.1 All notices, requests, demands or other written communications to be sent or given pursuant to the provisions of this Agreement shall be deemed to have been properly given or made if despatched by first class letter to the party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows:

- 10.1.1 if to the District Council to the address set out above or any other address notified to the Owners and marked for the attention of the Senior Manager Development Management;
- 10.1.2 if to the County Council to the address set out above or any other address notified to the Owners and marked for the attention of the Assistant Director of Place;
- 10.1.3 if to the Owners to the addresses set out above or any other address notified to the District Council and County Council; and
- 10.1.4 if to the Developer to the address set out above or any other address notified to the District Council and County Council marked for the attention of the Project Director, Northampton Gateway.

11. LOCAL LAND CHARGES

- 11.1 This Agreement shall be registered as a Local Land Charge.

12. INTEREST

- 12.1 If any payment under this Agreement is due but remains unpaid for a period exceeding twenty eight days the payer shall pay on demand to the payee Interest from the date payment is due to the date of payment.

13. WAIVER

- 13.1 No waiver (whether express or implied) by any of the Councils of any breach or default by the Owners in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owners.

14. VERIFICATION AND ENFORCEMENT

- 14.1 The Owners shall permit the District Council and the County Council and their authorised employees and agents upon reasonable notice to enter the Obligation Land at all reasonable times and for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

15. VOID PROVISIONS

- 15.1 If any individual clause or paragraph in this Agreement is subsequently held to be unenforceable by a court the parties agree that the offending clause or paragraph shall cease to be binding and will be severed from the Agreement and the severing of such clause or paragraph shall not affect the continuing enforceability of the remainder of the Agreement.

16. NO FETTER OF DISCRETION

- 16.1 Nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the District Council or the County Council under all statutes, bye-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.

17. GENERAL REQUIREMENT TO CO-OPERATE

- 17.1 The parties hereto shall act in good faith and shall each cooperate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescale specified.

18. DISPUTE RESOLUTION

- 18.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and the costs of the dispute resolution shall be payable by the parties in such proportion as the person appointed shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 18.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 18.1 or as to the appropriate professional body within fourteen days after any party has given to the other parties to the disputes or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to clause 18.1 then the question of the appropriate qualification or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute or difference and his cost shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

19. NOTIFICATION OF TRIGGERS

- 19.1 The Owners shall notify the District Council and County Council of the following events within 28 days of their occurrence:
- 19.1.1 Implementation of the Development;
 - 19.1.2 Commencement of construction on a plot to be Occupied by an NG Building;
 - 19.1.3 First Occupation of the first NG Building to be Occupied;
 - 19.1.4 Occupation of two million square feet of NG Building; and

- 19.1.5 Occupation of three million square feet of NG Building.
- 19.2 Not to proceed further with the Development following the expiry of 28 days from Implementation of the Development unless and until notice of that occurrence has been given to both the District Council and the County Council.
- 19.3 Not to proceed further with the Development following the commencement of construction on a plot to be Occupied by an NG Building unless and until notice of that occurrence has been given to both the District and County Council.
- 19.4 Not to proceed further with the Development following the first occupation of the first NG Building to be Occupied unless and until notice of that occurrence has been given to both the District and County Council.
- 19.5 Not to proceed further with the Development following the Occupation of two million square feet of NG Buildings unless and until notice of that occurrence has been given to both the District and County Council.
- 19.6 Not to proceed further with the Development following the Occupation of three million square feet of NG Buildings unless and until notice of that occurrence has been given to both the District and County Council.

SCHEDULE 1

COVENANTS WITH THE DISTRICT COUNCIL

1. Community Fund Contribution

- 1.1 To pay the Community Fund Contribution to the District Council in two instalments as follows:

1.1.1 50% no later than the Implementation of the Development; and

1.1.2 50% no later than the first Occupation of the first NG Building to be Occupied.

for the District Council to apply in accordance with the obligations on the District Council set out in Schedule 3.

- 1.2 Not to proceed further with the Development following the Implementation of the Development unless and until the relevant part of the Community Fund Contribution has been paid to the District Council.

- 1.3 Not to proceed further with the Development following the first Occupation of the first NG Building to be Occupied unless and until the relevant part of the Community Fund Contribution has been paid to the District Council.

SCHEDULE 2

COVENANTS WITH THE COUNTY COUNCIL

1. Bus Services

- 1.1 To pay monies from the Bus Services Fund to the County Council when directed to do so by the Sustainable Transport Working Group in order to assist in the implementation of the Public Transport Strategy) until such time as the Bus Services Fund has been fully utilised or until the expiry of five years from the first Occupation of the final NG Building whichever is the sooner.
- 1.2 Not to proceed further with the Development following the expiry of 28 days from the direction of the Sustainable Transport Working Group to pay monies from the Bus Services Fund to the County Council unless and until the monies directed to be paid have been paid to the County Council provided that if the decision to make such a direction is subject to a review under the relevant provisions of Schedule 15 of the DCO then the 28 days shall commence on the date of the final resolution of that review whether by an expert or otherwise.

2. Travel Plan Monitoring Fee

- 2.1 To pay the Travel Plan Monitoring Fee to the County Council within 28 days of Implementation of the Development.
- 2.2 Not to proceed further with the Development following the expiry of 28 days of Implementation of the Development unless or until the Travel Plan Monitoring Fee has been paid to the County Council.

3. Highway Capacity Improvement Contribution

- 3.1 To pay the Highway Capacity Improvement Contribution to the County Council on the date upon which the entire length of the Roade Bypass is opened to public traffic.
- 3.2 Not to proceed further with the Development following the opening of the entire length of the Road Bypass to public traffic unless or until the Highway Capacity Improvement Contribution Fee has been paid to the County Council.

4. Knock Lane/Blisworth Road Maintenance Fund

- 4.1 To pay the Knock Lane/Blisworth Road Maintenance Fund to the County Council on the date upon which the entire length of the Roade Bypass is opened to public traffic.
- 4.2 Not to proceed further with the Development following the opening of the entire length of the Road Bypass to public traffic unless or until the Highway Capacity Improvement Contribution Fee has been paid to the County Council.

5. Weight Limit Signs Contribution

- 5.1 To pay the Weight Limit Signs Contribution to the County Council within 28 days of Implementation of the Development.
- 5.2 Not to proceed further with the Development following the expiry of 28 days of Implementation of the Development unless or until the Weight Limit Signs Contribution has been paid to the County Council.

6. Air Quality Contribution

- 6.1 To pay the Air Quality Contribution to the County Council in four instalments as follows:

- 6.1.1 £50,000 Index Linked prior to the commencement of any construction on the plots to be occupied by the NG Buildings;
- 6.1.2 £100,000 Index Linked prior to the first Occupation of an NG Building;
- 6.1.3 £50,000 Index Linked prior to the Occupation of more than two million square feet of NG Buildings; and
- 6.1.4 £50,000 Index Linked prior to the Occupation of more than three million square feet of NG Buildings.

for the County Council to apply in accordance with the obligations on the County Council set out in Schedule 4.

- 6.2 Not to proceed further with the Development following the commencement of construction on a plot to be occupied by the NG Buildings unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.
- 6.3 Not to proceed further with the Development following the Occupation of an NG Building unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.
- 6.4 Not to proceed further with the Development following the Occupation of two million square feet of NG Buildings unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.
- 6.5 Not to proceed further with the Development following the Occupation of three million square feet of NG Buildings unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.

SCHEDULE 3

DISTRICT COUNCIL'S OBLIGATIONS

1. Community Fund

- 1.1 To use the Community Fund Contribution for Qualifying Projects within the Parishes provided that a maximum of 5% of the contribution may be applied to the administrative costs of the District Council in dealing with the payment and application of the Community Fund.
- 1.2 To notify the Community Liaison Group upon receipt of each payment of the Community Fund Contribution and to apply the Community Fund Contribution having regard to the wishes of the Community Liaison Group subject to paragraph 1.1 above.
- 1.3 To repay to the Owners or the party who paid the monies originally together with simple interest at the base rate available from time to time of the Bank of England any monies that have not been spent or irrevocably committed upon the expiry of five years from the receipt of the final payment of the Community Fund Contribution within 28 days of the expiry of that five year period.
- 1.4 To provide the Owners upon written request with the details of expenditure of the Community Fund Contribution.

2. Discharge of Developer Obligations

- 2.1 Upon reasonable request from the Owners and subject to its reasonable and proper professional costs and charges the District Council will certify compliance or partial compliance with the provisions on this Agreement.

SCHEDULE 4

COUNTY COUNCIL'S OBLIGATIONS

1. Bus Services Fund

- 1.1 To use the Bus services Fund as directed by the Sustainable Transport Working Group.
- 1.2 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Bus Services Fund which remains unexpended after the period of five years from the date of payment.

2. Travel Plan Monitoring Fee

- 2.1 To use the Travel Plan Monitoring Fee solely for the monitoring of compliance with the Framework Travel Plan and for no other purpose whatsoever.

3. Highway Capacity Improvement Contribution

- 3.1 To use the Highway Capacity Improvement Contribution solely towards schemes for the improvement of capacity at the A45 Queen Eleanor Interchange and junctions along the A5076 Mereway and A5076 Danes Camp Way between the A45 London Road and the A5123 Oxford Road inclusive and for no other purpose whatsoever.
- 3.2 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Highway Capacity Improvement Contribution which remains unexpended after the period of five years from the date of payment.

4. Knock Lane/Blisworth Road Maintenance Fund

- 4.1 To pay the Knock Lane/Blisworth Road Maintenance Fund into an interest bearing account.
- 4.2 In the event that Knock Lane and/or Blisworth Road require maintenance or other remedial works due to the increased use of those roads as a result of the Development to notify the Owners that it intends to use all or part of the Knock Lane/Blisworth Road Maintenance Fund to carry out such maintenance such notification to confirm the amount of the fund to be used.
- 4.3 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Knock Lane/Blisworth Road Maintenance Fund which remains unexpended after the period of five years from the date of payment.

5. Weight Limit Signs Contribution

- 5.1 To use the Weight Limit Signs Contribution solely for the provision and installation of signs advertising the HGV environmental weight limits imposed by article 19 and Part 3 of Schedule 9 of the DCO and for no other purpose whatsoever and to procure the erection of the signs within 28 days of the Owners giving notice that such signs are required to be erected in accordance with the aforesaid provisions of the DCO
- 5.2 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Weight Limit Signs Contribution which remains unexpended after the period of five years from the date of payment.

6. Air Quality Contribution

- 6.1 To pay each instalment of the Air Quality Contribution to the Borough Council within 28 days of its receipt upon receipt of confirmation that it will be used for the Air Quality Measures and that in the event of all or any of the money not being used for those purposes within ten years of its receipt it will be repaid to the County Council.

- 6.2 To repay any monies repaid to the County Council by the Borough Council pursuant to paragraph 6.1 above to the party who paid the contributions to the County Council within 28 days of receipt of such monies.

SCHEDULE 5

LIST OF APPROVED COMMUNITY PURPOSES

Projects within the administrative areas of the Parishes to:

- 1.** carry out physical improvements to the public realm;
- 2.** enhance nature conservation interest;
- 3.** improve the physical environment of the villages within the areas of the Parishes.

Signed as a deed by)
HEREWARD CHARLES WAKE)
in the presence of

Witness signature

Witness name

Witness address

Witness occupation

Signed as a deed by)
JOHN HERWARD WAKE)
in the presence of

Witness signature

Witness name

Witness address

Witness occupation

Signed as a deed by)
ROXHILL (JUNCTION 15) LIMITED)
acting by one director in the)
presence of a witness)

Signature of director

Witness signature

Witness name

Witness address

Witness occupation

Executed as a deed by affixing)
the common seal of)
SOUTH NORTHAMPTONSHIRE COUNCIL)
in the presence of:)

Authorised Signatory

Executed as a deed by affixing)
the common seal of)
NORTHAMPTONSHIRE COUNTY COUNCIL)
in the presence of:)

Authorised Signatory

Appendix 2

Comparite Version of Draft s106 Agreement from Deadline 1 (Document 6.4A) against Revised Draft (Document 6.4B)

Dated: 2019

- (1) HEReward CHARLES WAKE and JOHN HEReward WAKE
- (2) JOHN HEReward WAKE
- (3) ROXHILL (JUNCTION 15) LIMITED
- (4) SOUTH NORTHAMPTONSHIRE COUNCIL
- (5) NORTHAMPTONSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

~~DRAFT 5 OCTOBER 2018~~ **DRAFT AS AGREED BETWEEN ALL PARTIES AND NBC**
- 11 Feb 2019

made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to The Northampton Gateway Rail Freight Interchange

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~~[ENVIRONMENTAL WEIGHT LIMIT SIGNS TO BE DEALT WITH]~~

DRAFT

THIS AGREEMENT is made on

2019

BETWEEN

- (1) HEREWARD CHARLES WAKE and JOHN HEREWARD WAKE both of The Estate Office, Courteenhall, Northampton, NN7 2QD ("**the First Owners**");
- (2) JOHN HEREWARD WAKE of The Estate Office, Courteenhall, Northampton, NN7 2QD ("**the Second Owner**");
- (3) ROXHILL (JUNCTION 15) LIMITED (Company Registration Number 08763104) whose registered office is situate at Lumonics House, Valley Drive, Swift Valley, Rugby, Warwickshire, CV21 1TQ ("**the Developer**");
- (4) SOUTH NORTHAMPTONSHIRE COUNCIL of The Forum, Moat Lane, Towcester, Northamptonshire, NN12 6AD ("**the District Council**"); and
- (5) NORTHAMPTONSHIRE COUNTY COUNCIL of One Angel Square, Angel Street, Northampton, Northamptonshire, NN1 1ED ("**the County Council**")

BACKGROUND

- (A) The Developer submitted the Application to obtain authorisation for the Development in the form of the DCO and the Application was accepted by the Planning Inspectorate under section 55 of the 2008 Act on 15 June 2018.
- (B) The First Owners are the registered proprietors of that part of the Obligation Land with title absolute under Title Numbers NN289465, NN289466 and NN289824.
- (C) The Second Owner is the registered proprietor of that part of the Obligation Land with title absolute under Title Numbers NN288549, NN290178, NN290838, NN348756 and NN348757.
- (D) The Developer has an option to acquire the Obligation Land which is located within the administration areas of the District Council and the County Council.
- (E) The Developer intends to construct and operate the Development as authorised by the DCO.
- (F) The Owners and the Developer have entered into this Agreement in order to ensure that the Development is regulated by the obligations herein contained which obligations are planning obligations for the purposes of Section 106 of the 1990 Act.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 For the purposes of this Agreement (including for the avoidance of doubt the recitals above) the following expressions shall have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"2008 Act"	the Planning Act 2008 (as amended)
<u>"Air Quality Contribution"</u>	<u>the sum of Two Hundred and Fifty Thousand Pounds (£250,000) Index-Linked</u>
<u>"Air Quality Measures"</u>	<u>measures to further the aims of the Borough Council's Low Emissions Strategy such as:</u>

	<ul style="list-style-type: none"> - <u>Clean Air Zone Feasibility Study;</u> - <u>Implementing the Northampton Electric Vehicle Plan</u> - <u>Provision of Cycling Hubs; and</u> - <u>Development of Ultra-Low Emission Hubs Corridors</u>
<u>"Air Quality Unilateral Undertaking"</u>	<u>an undertaking containing in the form contained in Schedule 6</u>
"Application"	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
"Apprenticeship Scheme"	a scheme for the employment of apprentices generally in accordance with the provisions of Schedule 5
"BCIS Index"	the All in Tender Price Index of Building Cost Information Service as published by the Royal Institution of Chartered Surveyors
"Bus ServicesBorough Council"	the provision of buses to the Development in accordance with the public transport obligations in Public Transport Strategy such services to be: <ul style="list-style-type: none"> a) tailored to the needs of the Development and its phased construction; b) flexible enough to address the needs arising from shift patterns and the origin and destination of those employed at the Development; an c) accessible at an appropriate cost to occupants of a Qualifying Building as determined through the Sustainable Transport Working Group but based broadly on an initial level of service of the general scope set out in Schedule [] Northampton Borough Council or successor in function
"Bus Services Fund"	the sum of One Million and One Hundred Thousand Pounds (£1,100,000.00) Index-Linked
"CIL"	the charge created pursuant to Section 205 of the 2008 Act and Regulation 3 of the CIL Regulations
"CIL Regulations"	the Community Infrastructure Levy Regulations 2010 as amended
"Community Fund Contribution"	the sum of [—] <u>Three Hundred Thousand Pounds (£300,000.00)</u> Index Linked
"Community Liaison Group"	<p>a group to which representatives of the following are that name to be invited <u>established</u> pursuant to paragraphs 5 and 6 of the requirements contained in Schedule 1</p> <p>• <u>2 of the DeveloperDCO</u></p>

- ~~the District Council~~
- ~~the County Council~~
- ~~[Parish Councils]~~
- ~~...~~

"Councils"

the District Council and the County Council

"CPT Index"

the Confederation for Passenger Transport (CPT) Bus Operators Costs Index for Midlands

"DCO"

the development consent order to be made under the 2008 Act pursuant to the Application

"Development"

development authorised by the DCO

"Employment Scheme"
"Framework Travel Plan"

~~a scheme for the provision of a framework travel plan certified as part of employment and training which shall include:~~

- ~~a) details of how the initial staff employment opportunities at environmental statement pursuant to article 49 of the Development will be advertised and how liaison with the District Council and other bodies (including but not limited to the County Council) will take place in relation to maximising access for the local workforce and in particular unemployed persons to information about employment opportunities;~~
- ~~b) details of how training opportunities will be provided for those recruited to fill staff/employment requirements including the Apprenticeship Scheme;~~
- ~~c) measures to be taken to offer and provide college and/or work placement opportunities at the Development for students and unemployed persons within the locality;~~
- ~~d) the other measures to be used (including but not limited to):~~
 - ~~(i) measures to maximise the proportion of local construction workers and to ensure unemployed persons in the local area have the opportunity to apply and secure these posts;~~
 - ~~(ii) a recruitment/training programme for construction workers with a focus on the Job Centres in locations where employment deprivation has been identified;~~
 - ~~(iii) provision of skills training;~~

	(iv) preference to be given to local procurement of products and services where efficient and cost effective and lawful <u>DCO</u>
"Framework Travel Plan"	the framework travel plan certified as part of the environmental statement pursuant to article [47] of the DCO
"Framework Travel Plan Co-ordinator"	the person appointed by the Developer to administer the Framework Travel Plan
"HGV"	[—]
"HGV Monitoring Scheme"	a scheme for the location, installation and operation of a HGV Monitoring System such scheme to include details of the enforcement mechanisms for breach of the HGV Route Restriction
"HGV Monitoring System"	a system of automatic number plate recognition (or other system agreed in writing between the Owners and the County Council) to facilitate the monitoring of HGV Route Restriction
"HGV Route Restriction"	the requirement that all HGVs departing the Development must travel north on the A508 and do not travel south on the A508 by either turning right or using junction 15 of the M1 motorway
"Highway Capacity Improvement Contribution"	the sum of Six Hundred and Fifty Thousand Pounds (£650,000.00) Index-Linked
"Implementation"	the implementation of the Development by the carrying out of any material operation within the meaning of sections 56(2) and (4) of the 1990 Act provided that the carrying out of demolition of existing buildings and structures, termination or diversion of existing services or temporary diversion of highways, temporary construction, site preparation (including ecological mitigation and translocation of species), investigation works, archaeological investigations, environmental site investigations, decontamination works, or works and operations to enable any of the foregoing to take place shall not constitute a material operation and consequently shall not individually or together constitute implementation for the purposes of this definition or this Agreement and "Implemented" "Implement" and cognate expressions shall be construed accordingly
"Index-Linked"	the adjustment of the sums referred to in this Agreement by Indexing from [—] <u>the date of this Agreement</u> to the date of payment
"Indexing"	the sum concerned shall be linked to the Relevant Index such that any sum or financial contribution which is so linked in this Agreement shall be increased or decreased by reference to the Relevant Index calculated from the date hereof to the date of payment PROVIDED THAT if the reference base used to compile the Relevant Index changes after the date of this Agreement but before payment of any sum which is Index-Linked in this Agreement, the figure

taken to be shown in the Relevant Index after the change is to be the figure that would have been shown in the Relevant Index if the reference base current at the date of this Agreement had been retained

"Interest"	interest at two <u>four</u> per cent per annum above the base lending rate of the Bank of England
"Knock Lane/Blisworth Road Maintenance Fund"	the sum of Fifty Thousand Pounds (£50,000.00) Index-Linked
"NG Buildings"	buildings to be erected pursuant to the DCO used for warehousing and distribution purposes and " NG Building " shall be construed accordingly
"Obligation Land"	the land shown tinted blue on the Plan
"Occupy"	occupation of the <u>NG</u> Buildings other than for the purposes of construction fitting out commissioning or site security and " Occupation " " Occupying " " Occupied " and " Occupier " and cognate expressions shall be construed accordingly
"Occupier Travel Plan"	a travel plan in respect of an NG Building which sets out the means by which the occupiers of that building shall comply with the relevant requirements of the Framework Travel Plan
"Owners"	together the First Owners and the Second Owner
"Parish Councils" <u>Parishes</u>	{the parishes of Blisworth Parish Council, Courteenhall Parish Council, Grange Park Parish Council, Milton Malsor Parish Council, and Roade Parish Council and Stoke Bruerne Parish Council}
"Public Transport Strategy"	the public transport strategy certified as part of the environmental statement pursuant to article [47] of the DCO
"Plan"	the plan attached to this Agreement
"Qualifying Building"	a building within the Development occupied by one employer with more than twenty (full time equivalent) employees working in that building
"Rail Freight Co-ordinator" <u>"Qualifying Project"</u>	the person to be appointed by the Owner for identifying and implementing measures for the marketing and promotion of the rail freight terminal to warehouse occupiers on and off the site <u>a project for one or more of the approved community purposes listed in Schedule 5 which is considered by the District Council to be directly related to the Development and likely to assist in addressing any impacts arising from the Development</u>
"Rail Freight Terminal Building"	the building referred in Works No 2 in Schedule 1 of the DCO which shall not comprise an NG Building
"Relevant Index"	(a) — in the case of the Travel Plan Fund the BCIS Index

~~(b)~~(a) in the case of the Bus Services Fund the CPT Index

~~(c)~~(b) in the case of the Community Fund Contribution and the Air Quality Contribution means the RPI Index

(c) in the case of the Highway Capacity Improvement Contribution, the Knock Lane/Blisworth Road Maintenance Fund, the Travel Plan Monitoring Fee and Weight Limit Signs Contribution means the BCIS Index

and in all cases in the event of an index ceasing to exist shall mean an alternative index agreed between the parties and in the absence of agreement shall be referred to dispute resolution pursuant to the provisions of clause 18

~~"Requirements"~~

~~the requirements set out in Schedule 2 of the DCO~~

"Roade Bypass"

the new bypass to be constructed to the west of the village of Roade identified as Works No 13 in Schedule 1 of the DCO

"RPI Index"

the All Items Retail Prices Index as published by the Office of National Statistics to include any applicable local or regional weighting

**~~"Sustainable Transport Targets"~~
~~"Travel Plan Monitoring Fee"~~**

~~the targets measuring progression towards the full modal share target as set out in the Framework Travel Plan~~
~~the sum of Three Thousand Pounds (£3,000.00)~~
~~Index Linked~~

**~~"Sustainable Transport Working Group"~~
~~"Weight Limit Signs Contribution"~~**

~~the body to be established pursuant to paragraph [] of Schedule 2 and to be constituted in accordance with the details set out in Schedule 7~~
~~the sum of Two Hundred Thousand Pounds (£200,000.00)~~
~~Index Linked~~

**~~"Travel Plan Monitoring Fee"~~
~~"Works Plans"~~**

~~the sum of [] Index Linked~~
~~the plans certified as the works plans pursuant to article 47 of the DCO~~

1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 The headings appearing in this Agreement are for reference only and shall not affect the construction of this Agreement;
- 1.2.2 Unless the context requires otherwise reference in this Agreement to clauses, sub-clauses, paragraphs, recitals, sub-paragraphs and schedules and references to those contained in this Agreement and references to plans and drawings are references to plans and drawings annexed to this Agreement;
- 1.2.3 The words "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding the word" and the word "include" and its derivatives shall be construed accordingly;
- 1.2.4 References in this Agreement to statutes, bye-laws, regulations, orders and ~~(~~delegated legislation shall include any statute, bye-law, regulation, order or ~~(~~delegated legislation amending, re-enacting or made pursuant to the same;

- 1.2.5 In this Agreement the expressions "the District Council" "the County Council" "the Owners" and "the Developer" shall include their respective statutory successors in respect of the functions to which this Agreement relates and/or successors in title to the Obligation Land as the case may be;
- 1.2.6 Any obligations of the parties to this Agreement contained in this Agreement which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those ~~persons unless the context otherwise requires~~;
- 1.2.7 Any obligations by the Owner and/or the Developer not to do an act or thing shall ~~be deemed to~~ include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person and any obligation by the Owner and/or Developer to do an act or thing ~~may be deemed to~~ shall include an obligation to procure that the act or thing is done;
- ~~1.2.8 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected, impaired or called into question;~~

~~1.2.9~~ 1.2.8 The Interpretation Act 1978 shall apply to this Agreement.

2. STATUTORY POWERS, ENFORCEMENT AND LIABILITY

- 2.1 This Agreement is made pursuant to Section 106 of the 1990 Act as amended by Section 174 of the 2008 Act and the obligations in this Agreement constitute development consent obligations for the purposes of Section 106 of the 1990 Act and planning obligations pursuant to Section 106(4) of the 1990 Act enforceable by the Councils as provided for in clause 2.2.
- 2.2 The obligations set out in Schedule 1 shall be enforceable by the District Council and the obligations in Schedule 2 shall be enforceable by the County Council.
- 2.3 It is hereby agreed that the Owners enter into this Agreement with the effect of binding the Obligation Land and the Developer enters into this Agreement to bind any interest resulting from the agreement entered into with the Owners referred to in recital (D) however the Developer shall not be bound by the obligations herein unless and until it acquires a legal interest in the Obligation Land being more than an option or conditional contract.

3. COMMENCEMENT

- 3.1 With the exception of paragraphs ~~[]~~ 1.1.1 and 1.2 of Schedule ~~0~~ and paragraphs ~~[]~~ of Schedule 0, 1, the obligations contained in clause 6 and Schedules ~~0~~ 1 and ~~0~~ of 2 of this Agreement shall not have effect unless and until both:
- 3.1.1 the DCO has come into force; and
- 3.1.2 the Development has been Implemented.

4. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS

- 4.1 Nothing in this Agreement shall prohibit or limit or affect in any way the right to develop any part of the Obligation Land in accordance with a planning permission issued pursuant to the Town and Country Planning Act 1990 or a Development Consent Order or any other statutory authority other than the DCO as defined herein granted or issued (whether or not on appeal or by any other means) either before or after the date of this Agreement.

5. PROVISIONS FOR RELEASE

- 5.1 This Agreement shall determine if the DCO is quashed, cancelled, revoked or expires prior to Implementation except to the extent that any obligation in this Agreement has been performed in whole or in part.

6. COVENANTS BY THE OWNERS

- 6.1 The Owners covenant that they shall carry out and comply with the obligations contained in Schedules ~~0-and-0.1~~ 1 and 2.

7. COVENANTS BY THE DISTRICT COUNCIL AND THE COUNTY COUNCIL

- 7.1 The District Council covenants with the Owner as set out in Schedule ~~0.3.~~

- 7.2 The County Council covenants with the Owner as set out in Schedule ~~0.4.~~

8. SUCCESSORS IN TITLE

- 8.1 This Agreement shall be enforceable against the Developer (subject to clause 2.3) and the Owners and their successors in title and those deriving title under them in respect of the Obligation Land.

- 8.2 No party shall be liable for any breach of the obligations contained herein after it shall have parted with its entire interest in the Obligation Land or the relevant part thereof but without prejudice to any rights of the Councils in respect of any antecedent breach.

9. THIRD PARTIES

- 9.1 For the avoidance of doubt, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1990 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. SERVICE OF NOTICES

- 10.1 All notices, requests, demands or other written communications to be sent or given pursuant to the provisions of this Agreement shall be deemed to have been properly given or made if despatched by first class letter to the party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows:

- 10.1.1 if to the District Council to the address set out above or any other address notified to the Owners and marked for the attention of ~~the Senior Manager~~ Development Control Manager; Management;

- 10.1.2 if to the County Council to the address set out above or any other address notified to the Owners and marked for the attention of ~~the~~ the Assistant Director of Place;

- 10.1.3 if to the Owners to the addresses set out above or any other address notified to the District Council and County Council; and

- 10.1.4 if to the Developer to the address set out above or any other address notified to the District Council and County Council marked for the attention of the Project Director, Northampton Gateway.

~~**11. COMMUNITY INFRASTRUCTURE LEVY**~~

- ~~11.1 If after the date of this Agreement a CIL is introduced which is applicable to the Development then the parties hereto will use reasonable endeavours to agree variations to this Agreement with the intention that the Owner should not be in a position where it is in~~

~~a financially worse position because of CIL in respect of the obligations contained in Schedule 0 and Schedule 0 than they would be if they performed the obligations in this Agreement and CIL did not apply.~~

12.11. LOCAL LAND CHARGES

12.11.1 This Agreement shall be registered as a Local Land Charge.

13.12. INTEREST

13.12.1 If any payment under this Agreement is due but remains unpaid for a period exceeding ~~fourteen~~twenty eight days the payer shall pay on demand to the payee Interest from the date payment is due to the date of payment.

14.13. WAIVER

14.13.1 No waiver (whether express or implied) by any of the Councils of any breach or default by the ~~Owner~~Owners in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the ~~Owner~~Owners.

15.14. VERIFICATION AND ENFORCEMENT

15.14.1 The Owners shall permit the ~~Councils~~District Council and the County Council and their authorised employees and agents upon reasonable notice to enter the Obligation Land at all reasonable times and for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

16.15. VOID PROVISIONS

16.15.1 If any individual clause or paragraph in this ~~Deed~~Agreement is subsequently held to be unenforceable by a court the parties agree that the offending clause or paragraph shall cease to be binding and will be severed from the ~~Deed~~Agreement and the severing of such clause or paragraph shall not affect the continuing enforceability of the remainder of the ~~Deed~~Agreement.

17.16. NO FETTER OF DISCRETION

17.16.1 Nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the ~~Councils~~District Council or the County Council under all statutes, bye-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.

18.17. GENERAL REQUIREMENT TO CO-OPERATE

18.17.1 The parties hereto shall act in good faith and shall each cooperate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescale specified.

19.18. DISPUTE RESOLUTION

19.18.1 ~~Save for a dispute arising between the members of the Sustainable Transport Working Group which shall be determined in accordance with the dispute resolution provisions detailed in Schedule 7 of this Agreement, in~~In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this ~~Deed~~Agreement (other than a dispute or difference touching or concerning the meaning or construction of this ~~Deed~~Agreement) such dispute or difference shall be referred to ~~some~~an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person

shall act as an expert and his decision shall be final and binding on the parties to the dispute and the costs of the dispute resolution shall be payable by the parties in such proportion as the person appointed shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

~~19.2~~18.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 18.1 or as to the appropriate professional body within fourteen days after any party has given to the other parties to the disputes or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to clause 18.1 then the question of the appropriate qualification or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute or difference and his cost shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination and shall be borne by the parties to the dispute or difference in equal shares.

~~20-19.~~ NOTIFICATION OF TRIGGERS

~~20-1~~19.1 The Owners shall notify the District Council and County Council of the following events within 28 days of their occurrence:

~~20-1-1~~19.1.1 Implementation of the Development;

~~20-1-2~~19.1.2 Commencement of construction ~~on~~ a ~~Qualifying~~ plot to be Occupied by an NG Building; and

~~20-1-3~~19.1.3 First Occupation of the first NG Building to be Occupied-;

~~19.1.4~~ Occupation of two million square feet of NG Building; and

~~19.1.5~~ Occupation of three million square feet of NG Building.

~~19.2~~ Not to proceed further with the Development following the expiry of 28 days from Implementation of the Development unless and until notice of that occurrence has been given to both the District Council and the County Council.

~~19.3~~ Not to proceed further with the Development following the commencement of construction on a plot to be Occupied by an NG Building unless and until notice of that occurrence has been given to both the District and County Council.

~~19.4~~ Not to proceed further with the Development following the first occupation of the first NG Building to be Occupied unless and until notice of that occurrence has been given to both the District and County Council.

~~19.5~~ Not to proceed further with the Development following the Occupation of two million square feet of NG Buildings unless and until notice of that occurrence has been given to both the District and County Council.

~~19.6~~ Not to proceed further with the Development following the Occupation of three million square feet of NG Buildings unless and until notice of that occurrence has been given to both the District and County Council.

SCHEDULE ~~0~~**1**

COVENANTS WITH THE DISTRICT COUNCIL

1. Community Fund Contribution

- 1.1 To pay the Community Fund Contribution to the District Council in two instalments as follows:
- 1.1.1 50% ~~on~~no later than the Implementation of the Development; and
- 1.1.2 50% ~~upon~~no later than the first Occupation of the first NG Building to be Occupied.

~~2.~~ **Employment**

- ~~2.1 Not to Implement the Development unless and until the Employment Scheme has been submitted and approved by~~for the District Council ~~such approval not to be unreasonably refused or delayed.~~
- ~~2.2 To use reasonable endeavours to obtain~~apply in accordance with the ~~approval of~~obligations on the Employment Scheme ~~from the~~ District Council.
- ~~2.3 To observe and carry set out the measures in the approved Employment Scheme at all times following its approval by the District Council (or any subsequent variation approved by the District Council).~~in Schedule 3.

~~3.~~ **Community Liaison Group**

- ~~3.1 To establish the Community Liaison Group in order~~Not to facilitate liaison between local residents, local authorities and other interested stakeholders in relation to the construction and operation of ~~proceed further with~~ the Development.
- ~~3.2~~1.2 ~~To administer the calling of meetings of the Community Liaison Group not less than one every quarter following the implementation~~Implementation of the Development ~~unless and on additional occasions if reasonably requested by any member~~until the relevant part of the Community Liaison Group ~~Fund Contribution has been paid to do so~~the District Council.
- 1.3 Not to proceed further with the Development following the first Occupation of the first NG Building to be Occupied unless and until the relevant part of the Community Fund Contribution has been paid to the District Council.

SCHEDULE 02

COVENANTS WITH THE COUNTY COUNCIL

1. Bus Services

- 1.1 ~~To procure that the Development is served by the Bus Services (and if necessary to subsidise such services out of the To pay monies from the Bus Services Fund to the County Council when directed to do so by the Sustainable Transport Working Group in order to assist in the implementation of the Public Transport Strategy~~ **Bus Services Fund**) until such time as the Bus Services Fund has been fully utilised or until the expiry of five years from the first Occupation of the final NG Building whichever is the sooner.

~~2. Sustainable Transport Working Group~~

- ~~2.1 To establish the Sustainable Transport Working Group prior to the commencement of construction of a Qualifying Building and to participate in the discharge of the responsibilities of the Sustainable Transport Working Group in accordance with the provisions relating thereto in the Framework Travel Plan and Public Transport Strategy until the expiry of five years from full Occupation of the Development or earlier if agreed by all members of the Sustainable Transport Working Group upon achieving the Sustainable Transport Targets and for the avoidance of doubt meetings shall be convened, hosted and administered according to the provisions of Schedule 7.~~

~~3. Framework Travel Plan Co-Ordinator/Administrator~~

- ~~3.1 To appoint a Framework Travel Plan Co-Ordinator prior to the Occupation of a Qualifying Building whose responsibilities shall be as set out in the Framework Travel Plan.~~
- ~~3.2 To procure the employment of a replacement Framework Travel Plan Co-Ordinator as soon as reasonably practicable in the event that the Framework Travel Plan Co-Ordinator resigns or is otherwise dismissed from employment for any reason until the expiry of five years from full Occupation of the Development or earlier if agreed by all members of the Sustainable Transport Working Group.~~
- ~~3.3 To procure the appointment of Occupier Travel Plan administrators in respect of each Qualifying Building whose responsibilities shall be as set out in the Framework Travel Plan and the relevant approved Occupier Travel Plan.~~
- ~~3.4 To immediately notify the County Council in writing of the name and contact details of the persons appointed pursuant to paragraphs 3.1 – 3.3 of this Schedule.~~

~~4. Occupier Travel Plan~~

- ~~4.1 To require in any lease or sale of land of a Qualifying Building that prior to first Occupation the occupier shall submit an Occupier Travel Plan subject to the prior approval of the County Council as required by the Framework Travel Plan.~~

~~5. Public Transport Strategy~~

- ~~5.1 To observe and perform the provisions of the Public Transport Strategy until the expiry of five years from first Occupation of the final NG Building.~~
- ~~5.2 To use reasonable endeavours to procure that the occupants of each Qualifying Building shall observe and perform the provisions of the public Transport Strategy as well as the Occupier Travel Plan relating to that building following its approval by the Sustainable Transport Working Group.~~

- 1.2 Not to proceed further with the Development following the expiry of 28 days from the direction of the Sustainable Transport Working Group to pay monies from the Bus Services Fund to the County Council unless and until the monies directed to be paid have been paid

to the County Council provided that if the decision to make such a direction is subject to a review under the relevant provisions of Schedule 15 of the DCO then the 28 days shall commence on the date of the final resolution of that review whether by an expert or otherwise.

2. Travel Plan Monitoring Fee

2.1 To pay the Travel Plan Monitoring Fee to the County Council within 28 days of Implementation of the Development.

2.2 Not to proceed further with the Development following the expiry of 28 days of Implementation of the Development unless or until the Travel Plan Monitoring Fee has been paid to the County Council.

6.3. Highway Capacity Improvement Contribution

6.13.1 To pay the Highway Capacity Improvement Contribution to the County Council on the date upon which the entire length of the Road Bypass is opened to public traffic.

3.2 Not to proceed further with the Development following the opening of the entire length of the Road Bypass to public traffic unless or until the Highway Capacity Improvement Contribution Fee has been paid to the County Council.

7.4. Knock Lane/Blisworth Road Maintenance Fund

7.14.1 To pay the Knock Lane/Blisworth Road Maintenance Fund to the County Council on the date upon which the entire length of the Road Bypass is opened to public traffic ~~such monies to be held on account pending notification to the Owners that maintenance or minor works are required to Knock Lane and/or Blisworth Road due to increased use of those roads.~~

8. HGV Monitoring

4.2 ~~To obtain approval~~ Not to proceed further with the Development following the opening of the HGV Monitoring Scheme from the entire length of the Road Bypass to public traffic unless or until the Highway Capacity Improvement Contribution Fee has been paid to the County Council.

5. Weight Limit Signs Contribution

5.1 To pay the Weight Limit Signs Contribution to the County Council within 28 days of Implementation of the Development.

5.2 Not to proceed further with the Development following the expiry of 28 days of Implementation of the Development unless or until the Weight Limit Signs Contribution has been paid to the County Council.

6. Air Quality Contribution

6.1 To pay the Air Quality Contribution to the County Council in four instalments as follows:

6.1.1 £50,000 Index Linked prior to the commencement of any construction on the plots to be occupied by the NG Buildings;

6.1.2 £100,000 Index Linked prior to the first Occupation of an NG Building;

6.1.3 £50,000 Index Linked prior to the Occupation of more than two million square feet of NG Buildings; and to install a HGV Monitoring System

6.1.4 £50,000 Index Linked prior to the Occupation of more than three million square feet of NG Buildings.

~~for the County Council to apply in accordance with the approved HGV Monitoring Scheme prior to Occupation of an NG Building obligations on the County Council set out in Schedule 4.~~

~~6.2 Not to proceed further with the Development following the commencement of construction on a plot to be occupied by the NG Buildings unless and not to Occupy until the relevant part of the Air Quality Contribution has been paid to the County Council.~~

~~8.16.3 Not to proceed further with the Development following the Occupation of an NG Building until the HGV Monitoring System has been installed unless and is operational in accordance with the approved HGV Monitoring Scheme until the relevant part of the Air Quality Contribution has been paid to the County Council.~~

~~8.2 To inspect repair replace and maintain the equipment comprising the HGV Monitoring System to ensure that the equipment is in good working order at all times and to remedy any deficiency in the equipment as expeditiously as possible so as to minimise any period during which the HGV Monitoring System is not operational.~~

~~8.3 To ensure that the Occupiers of all NG Buildings are made aware of the HGV Monitoring Scheme and the HGV Monitoring System.~~

6.4 Not to proceed further with the Development following the Occupation of two million square feet of NG Buildings unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.

6.5 Not to proceed further with the Development following the Occupation of three million square feet of NG Buildings unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.

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SCHEDULE 03

DISTRICT COUNCIL'S OBLIGATIONS

1. Community Fund

- ~~1.1 To use the Community Fund Contribution for Qualifying Projects within the Parishes provided that a maximum of 5% of the contribution may be applied to the administrative costs of the District Council in dealing with the payment and application of the Community Fund.~~
- ~~1.1 To notify the Parish Councils within 30 days of Community Liaison Group upon receipt of the Community Fund Contribution or any part thereof.~~
- 1.2 ~~To pay each payment of the Community Fund Contribution or part thereof to the Parish Councils where such written request is supported by documentary evidence demonstrating procurement of works, services or building contracts or other such evidence as shall be agreed with the District Council and confirmation that they will and to apply the Community Fund Contribution having regard to the wishes of the Community Liaison Group subject to paragraph 1.1 above.~~
- ~~1.2.1 use the Community Fund Contribution for the delivery of community projects detailed in Schedule 5 or another purpose first agreed To repay to the Owners or the party who paid the monies originally together with the Developer;~~
- ~~1.2.2.1.3 contract with the District Council to return simple interest at the base rate available from time to time of the Bank of England any monies that have not been spent or are irrevocable/irrevocably committed for the purposes approved pursuant to Schedule 5 upon the expiry of five years from the receipt of the final payment of the Community Fund Contribution and that such payment will be made promptly and in any event within 28 days of the expiry of that five years/year period.~~
- ~~1.2.3.1.4 To provide the Owners upon written request with the details of the relevant Parish Council's expenditure of the Community Fund Contribution provided that no more than two request per year will be submitted by the Owners.~~
- ~~1.3 To repay to the Owners or the party who paid the monies originally together with simple interest at the base rate available from time to time of the Bank of England such unexpended monies as may be returned to the District Council pursuant to paragraph 1.2.2 of this Schedule 3.~~

2. Discharge of Developer Obligations

- 2.1 Upon reasonable request from the Owners and subject to its reasonable and proper professional costs and charges the District Council will certify compliance or partial compliance with the provisions on this Agreement.

SCHEDULE 04

COUNTY COUNCIL'S OBLIGATIONS

1. Bus Services Fund

~~1.1.1~~ To use the Bus services Fund as directed by the Sustainable Transport Working Group.

~~1.1.2~~ To ~~participate in and support~~ repay to the ~~Sustainable Transport Working Group until~~ Owners or the ~~expiry~~ party who paid the monies originally together with any interest accrued any part of the Bus Services Fund which remains unexpended after the period of five years from ~~full Occupation of the Development~~ the date of payment.

2. Travel Plan Monitoring Fee

~~2.1~~ To use the Travel Plan Monitoring Fee solely for the monitoring of compliance with the Framework Travel Plan and for no other purpose whatsoever.

2.3. Highway Capacity Improvement Contribution

~~2.13.1~~ To use the Highway Capacity Improvement Contribution solely towards schemes for the improvement of capacity at the A45 Queen Eleanor Interchange and junctions along the A5076 Mereway and A5076 Danes Camp Way between the A45 London Road and the A5123 Oxford Road inclusive and for no other purpose whatsoever.

~~2.23.2~~ To repay to the Owners or the party who paid the monies originally together with ~~simple~~ any interest ~~at the base rate available from time to time of the Bank of England~~ accrued any part of the Highway Capacity Improvement Contribution which remains unexpended after the period of five years from the date of payment.

3.4. Knock Lane/Blisworth Road Maintenance Fund

~~3.14.1~~ To pay the Knock Lane/Blisworth Road Maintenance Fund into an interest bearing account.

~~3.24.2~~ In the event that Knock Lane and/or Blisworth Road require maintenance or other remedial works due to the increased use of those roads as a result of the Development to notify the Owners that it intends to use all or part of the Knock Lane/Blisworth Road Maintenance Fund to carry out such maintenance such notification to confirm the amount of the fund to be used.

~~3.34.3~~ To repay to the Owners or the party who paid the monies originally together with ~~simple~~ any interest ~~at the base rate available from time to time of the Bank of England~~ accrued any part of the Knock Lane/Blisworth Road Maintenance Fund which remains unexpended after the period of five years from the date of payment.

SCHEDULE 8

APPRENTICESHIP SCHEME

A scheme for the employment of apprentices on the Development which shall endeavour so far as is practicable to meet the criteria listed below and shall include a requirement for specific schemes (submitted to the District Council and agreed in writing prior to the Implementation of the Development) for all construction relating to the Development including the construction of each NG Building, all ancillary uses, landscaping and all infrastructure serving the Development:

- ~~1. Apprentices should where possible be from within 20 miles of the centre of Northampton.~~
- ~~2. Apprentices should target five percent of the workforce on the Development during periods of construction.~~
- ~~3. Apprentices should be provided employment during construction activities on site where those construction activities coincide with the time period of their apprenticeship.~~
- ~~4. A named training provider, such as Construction Futures, shall be identified and be responsible for implementing and overseeing the requirements for training and employment of apprentices in accordance with the submitted scheme which shall for the avoidance of doubt source apprentices within the administrative areas of Northampton Borough Council or South Northamptonshire Council.~~
- ~~5. Apprentices shall be paid no lower than the national apprenticeship wage.~~
- ~~6. On site training will be provided to apprentices during construction activities on site.~~
- ~~7. Training weeks required for apprentices shall be determined as part of the Strategy in conjunction with the named training provider.~~
- ~~8. Apprenticeship courses content shall be adopted as specified by relevant training providers but shall include provision that:
 - ~~8.1 the contractor will confirm the type of trainees (except that students eligible for on-site training will not be under 16 years of age);~~
 - ~~8.2 trainees will obtain a CSCS card as part of their apprenticeship;~~
 - ~~8.3 the development contractor will undertake risk assessments for the employment of young inexperienced personnel on site;~~~~
- ~~9. On completion of apprenticeships consideration will be given to students submitting application forms and/or CVs to the Owners and Developers who shall adopt best practice to interview candidates.~~
- ~~10. The Strategy shall include a regular monitoring and review mechanism carried out or in conjunction with the nominated training provider which shall include reporting to the District Council every two months (or such other period as may be expressly agreed with the District Council) and shall take into account:
 - ~~10.1 the number of apprentices on the Development;~~
 - ~~10.2 the completion rates of apprentices;~~
 - ~~10.3 future employment of apprentices on Development;~~
 - ~~10.4 the performance against the targets in the approved Apprenticeship Scheme;~~~~

~~10.5 methods for securing the targets in the approved Apprenticeship Scheme where there is an underperformance.~~

~~11. Construction related apprentices/trainees recruited from an online source of apprenticeship vacancies may be agreed by the District Council in substantially the same form as set out above.~~

~~12. There shall be flexibility in the approach to achieving the targets set out above.~~

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SCHEDULE 6

5. Weight Limit Signs Contribution

- 5.1 To use the Weight Limit Signs Contribution solely for the provision and installation of signs advertising the HGV environmental weight limits imposed by article 19 and Part 3 of Schedule 9 of the DCO and for no other purpose whatsoever and to procure the erection of the signs within 28 days of the Owners giving notice that such signs are required to be erected in accordance with the aforesaid provisions of the DCO
- 5.2 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Weight Limit Signs Contribution which remains unexpended after the period of five years from the date of payment.

6. Air Quality Contribution

- 6.1 To pay each instalment of the Air Quality Contribution to the Borough Council within 28 days of its receipt upon receipt of confirmation that it will be used for the Air Quality Measures and that in the event of all or any of the money not being used for those purposes within ten years of its receipt it will be repaid to the County Council.
- 6.2 To repay any monies repaid to the County Council by the Borough Council pursuant to paragraph 6.1 above to the party who paid the contributions to the County Council within 28 days of receipt of such monies.

SCHEDULE 5

LIST OF APPROVED COMMUNITY PURPOSES

Projects within the administrative areas of the ~~Parish Councils~~Parishes to:

1. ~~f~~carry out physical improvements to the public realm;
2. enhance nature conservation interest;
3. improve the physical environment of the villages within the areas of the ~~Parish Councils.~~Parishes.

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SCHEDULE 7

SUSTAINABLE TRANSPORT WORKING GROUP CONSTITUTION

Sustainable Transport Working Group

1. ~~A Sustainable Transport Working Group (STWG) will be established to:~~

- ~~1.1 Advise the appropriate authority or operator on all matters relating to the implementation and performance of the Framework Travel Plan (FTP), Public Transport Strategy (PTS), Bus Services and on the appropriate disbursement of monies from the Bus Services Fund;~~
- ~~1.2 Oversee the work of the Framework Travel Plan Co-ordinator (TPC), receiving his monitoring and review reports on the performance of the FTP and PTS and recommending further action as deemed necessary;~~
- ~~1.3 Approve on behalf of the local planning authorities, highway authority and the Developer all subsequently submitted specific Occupier Travel Plans to ensure their consistency with and support for the agreed measures and targets in the FTP and PTS, and all subsequent reviews of their performance and delivery;~~
- ~~1.4 Make recommendations to the appropriate parties for the amendment by agreement of the provisions of the FTP and PTS in the light of circumstances at that time.~~

2. ~~Membership of the STWG will comprise 1 voting representative from each of:~~

- ~~2.1 the Developer (or Owners) who will normally take the Chair~~
- ~~2.2 the County Highways and Local Transport Authority (Northamptonshire County Council)~~
~~Plus non-voting but contributing representatives of:~~
- ~~2.3 one each of the District Planning Authorities (South Northamptonshire Council and Northampton Borough Council)~~
- ~~2.4 Interested Railway or Bus operators~~
- ~~2.5 Such other interested parties, stakeholders and expert bodies as members of the STWG may from time to time believe would be helpful to the work of the STWG.~~

3. ~~Meetings of the STWG will be convened, attended and serviced by the Framework Travel Plan Co-ordinator at not more than 6 monthly intervals or other such intervals as agreed by the STWG in a venue provided by the Developer (or such other frequency, place and timing as the voting members may subsequently agree upon), giving not less than ten clear working days' notice to all parties invited with an agenda with relevant background papers for the matters to be considered. All invited members shall have the right, with good reasons, to propose an item to be discussed at the meeting under urgent business, however, any representative of a voting member may require any item to be deferred for consideration or decision at a subsequent meeting, or dealt with in another way, in order to take advice or conduct deeper research on the matter.~~

4. ~~Invited parties shall make every endeavour to attend the meeting or to be appropriately represented but the meeting shall only be quorate if a representative from Northamptonshire County Council and the Developer is present.~~

5. ~~The representatives from the local authorities specified at clause 2 will be able to request that no decision be taken by the STWG on a matter discussed at a meeting of the STWG without prior reference to an approval of senior managers and/or elected members as appropriate.~~

- ~~6—Decisions are to be taken on a majority vote with each member of the STWG present having a single vote. The Developer's vote shall be weighted to be equal to the number of voting members (other than the Developer) of the STWG that are present at the meeting.~~
- ~~7—The TPC shall minute each meeting and circulate copies as soon as practical to all invited parties. Such minutes, once confirmed at the subsequent meeting, will become a matter of public record, subject to redaction of individual items of true commercial or personal confidentiality.~~
- ~~8—The STWG will continue to meet until at least 5 years after full Occupation or such time (which may be earlier or later) as the STWG decides it has fully served its purpose, at which time all powers and responsibilities the STWG has exercised shall revert to the appropriate body.~~
- ~~9—The STWG shall at all times be free to consult with other relevant authorities and bodies and shall at the election of any member be at liberty to invite persons to attend meetings in a non-voting capacity.~~
- ~~10—In the event of any dispute arising between the members of the STWG then it is expected those members ("the Relevant Parties") will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.~~
- ~~11—If the Relevant Parties are unable to resolve the dispute amicably one party may by serving notice by email and recorded delivery post on all the other Relevant Parties ("the Notice") with a copy to all other members of the STWG within fourteen days of the meeting referred to in paragraph 8 or later by agreement between the Relevant Parties refer this dispute to an Expert for determination and where the dispute has not been resolved amicably any decision arising out of the dispute shall not be decided until the dispute has been resolved as provided for herein.~~
- ~~12—In order to refer the dispute to an Expert the Notice must specify:
 - ~~12.1 the nature, basis and brief description of the dispute; and~~
 - ~~12.2 the proposed Expert~~~~
- ~~13—In the event that the Relevant Parties are unable to agree whom should be appointed as the Expert within 14 days after the date of the Notice then any of the Relevant Parties may request the President of the Law Society to nominate the Expert at their joint expense and that Relevant Party shall request that such nomination shall be made within 14 days of the request, and any failure for such nomination to be made within 14 days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England instead.~~
- ~~14—The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Relevant Parties and at whose cost shall be at the discretion of the Expert or in the event that he makes no determination, such costs will be borne by the Relevant Parties in equal shares.~~
- ~~15—The Expert when making his determination shall have regard to the contents of the National Planning Policy Framework or any replacement thereof and any relevant transportation policy adopted by any of the County Council's and, where relevant, any increase or decrease in the traffic including public transport and travel by other sustainable means arising from the Development compared with that presented in the Northampton Gateway Transport Assessment or such other assessment, automatic traffic counts or monitoring data as may be supplied by the Relevant Parties.~~
- ~~16—The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 42 days from the date of his appointment to act.~~
- ~~17—The Expert will be required to give notice to each of the Relevant Parties inviting each of them to submit to him within 14 days written submissions and supporting material and will afford to each of the Relevant Parties an opportunity to make counter submissions within a further 7 days in respect of any such submission and material.~~

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Signed as a deed by
HEREWARD CHARLES WAKE
in the presence of

)
)

Witness signature

Witness name

Witness address

Witness occupation

Signed as a deed by
JOHN HEReward WAKE
in the presence of

)
)

Witness signature

Witness name

Witness address

Witness occupation

Signed as a deed by
ROXHILL (JUNCTION 15) LIMITED
acting by one director in the
presence of a witness

)
)
)
)

Signature of director

Witness signature

Witness name

Witness address

Witness occupation

Executed as a deed by affixing)
the common seal of)
SOUTH NORTHAMPTONSHIRE COUNCIL)
in the presence of:)

Authorised Signatory

Executed as a deed by affixing)
the common seal of)
NORTHAMPTONSHIRE COUNTY COUNCIL)
in the presence of:)

Authorised Signatory