



# **Ipswich Garden Suburb: Infrastructure Delivery Plan**

20 January 2017



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# 1 Introduction

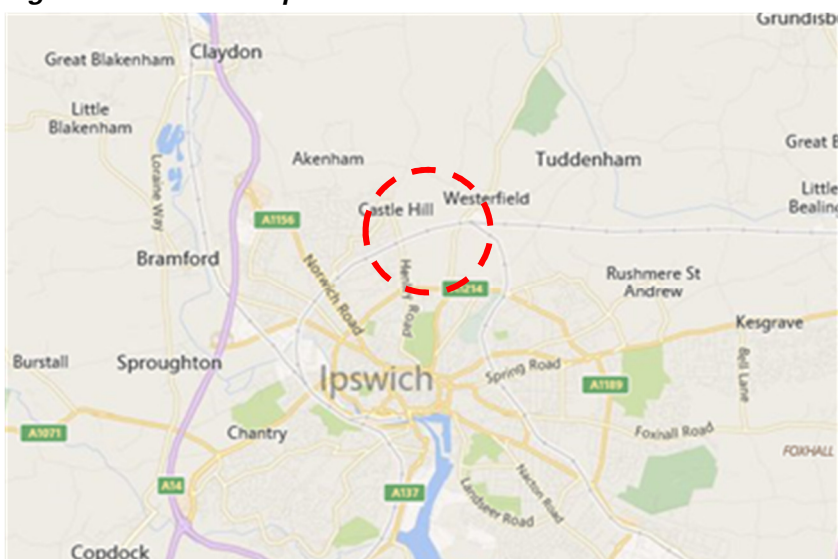
## Purpose of the IDP

- 1.1 The Infrastructure Delivery Plan (IDP) outlines the strategy and mechanisms for delivering the Ipswich Garden Suburb (IGS). In particular, the IDP has been prepared to provide an illustration of how the identified infrastructure required to support the IGS can be delivered through the development control / town planning applications process.
- 1.2 The IDP essentially acts as a high level reference and guide, setting out the agreed processes and principles and delivery mechanisms that will be updated as and when town planning applications are progressed and further detail and phasing timings are advanced. In particular, it is recognised that documentation contained within the planning applications will contain information which will develop the evidence base for concluding the triggers and detailed nature of the infrastructure to be provided. On that basis it is highlighted that the IDP is as detailed as it can be prior to the formation of detailed designs for the infrastructure, as well as more information relating to the phasing of development within IGS.
- 1.3 The IDP does not constitute Draft Heads of Terms for a planning agreement. It is intended for use in the formation of draft heads of terms and negotiation of section 106 agreements for each parcel of IGS land brought forwards and the various planning applications therein. The IDP is intended to inform the decision making process and consideration of planning applications. It will assist with the review of viability for each site coming forward as well as providing a route map against which individual planning applications can be measured in terms of how they will contribute to the comprehensive and timely development of IGS.
- 1.4 The purpose is to clearly outline those infrastructure elements that are needed to deliver the wider IGS that will be provided (or contributed to) from all relevant parties, or where relevant, by an individual member. It is based on the clear rationale for planning contributions (as outlined by the NPPF) to be fair, reasonable and proportional. This requirement is also reflected by CIL Regulation 122 which came into force in April 2010.
- 1.5 The IDP does not include the costs of infrastructure items, although assumptions on costs were concluded from the work in stage 1 of this commission (the final IDP being stage 3), these will require further refinement as more detail becomes available. The IDP has though been informed by analysis of likely costs and various stages of viability appraisal work. It is proposed that detailed costs and the contributions sought will be discussed and agreed with IBC through the planning applications.

## The IGS site

- 1.6 Ipswich Garden Suburb (IGS) is an area identified through the adopted Core Strategy and Policies Development Plan Document for the development of housing and associated facilities prior to 2021 on part, and as a broad area for housing and associated facilities after 2021 on the remainder.
- 1.7 The area extends to approximately 200ha of Greenfield land and lies on the northern edge of the urban area, between Henley Road in the west and Tuddenham Road in the east. The site is approximately 1.5 miles north of Ipswich Town Centre.

**Figure 1: Location of Ipswich Garden Suburb**



Source: Bing Maps 2017

- 1.8 The IGS proposal is to build up to 3,500 homes together with the associated infrastructure to address the impact of the new development creating a sustainable and integrated community. The IGS is designated in the draft Core Strategy which is supported by a Supplementary Planning Document – adopted as interim guidance in September 2014 (IGS SPD) which provides design guidance and master planning for the major urban extension.

### **Structure of the proposed neighbourhoods**

- 1.9 IGS is to be split into three key neighbourhoods; Fonnereau (“N1”), Henley Gate (“N2”) and Redhouse Farm (“N3”) as identified in Figure 2 below.

**Figure 2: Neighborhood Plan**



Source: Network Rail Briefing August 2015

1.10 The IGS is broken down into three neighbourhoods which are currently under various levels of control by the respective Stakeholders. A breakdown of the land under the respective ownerships is set out in the following table.

**Table 1: Stakeholders Interest in the Land**

Name	Neighbourhood	Stakeholder
Fonnereau	N1	(a) CBRE* (b) Ipswich School*
Henley Gate	N2	(a) Crest Nicholson* (b) Other (adj. Henley Road and Lower Road) outside of the control of Crest Nicholson
Red House	N3	(a) Mersea Homes* (b) Red House Farm

Source: Gerald Eve Stage 2 report – 2016. \* = key stakeholder

### Support work to date

1.11 To assist in the preparation of the IDP for IGS, IBC appointed consultants Mott MacDonald, Gerald Eve and Pinsent Masons in mid-May 2015. IBC requested that the IDP Review be prepared through the following 3 identified key sequential stages of work:

1. Review Costs, Infrastructure phasing and other key inputs presented by PBA – undertaken by Mott Macdonald;
2. Viability Review – undertaken by Gerald Eve; and
3. Delivery options – drafting of the IDP.



- 1.12 Stages 1 and 2 were completed in mid-2016 and the associated reports act as supporting documentation to this IDP.
- 1.13 During the course of this work there has been extensive consultation and engagement of the IGS Steering Group over a 15-month period. The Steering Group incorporates IBC, Suffolk County Council (SCC) and the key stakeholders listed above.

### **The identified solution**

- 1.14 The IDP considers the planning policy position, the delivery considerations of the required infrastructure items for the IGS and concludes with a recognised agreed delivery mechanism to implement the Infrastructure Plan.

## 2 Planning Context

### The policy position

- 2.1 IBC's Core Strategy and Policies Development Plan Document, December 2011 addresses the need to meet the requirements of the growing population and demand for dwellings by targeting an increase in developable land to provide new homes within Ipswich.
- 2.2 The Core Strategy designated the land known as IGS for the delivery of a significant proportion of the proposed new homes for Ipswich; and is supported by the IGS SPD which provides design guidance and master planning for the major urban extension. A number of objectives and requirements have been identified within the IGS SPD, which considers the targeted number of dwellings to be delivered; desired site densities; an estimated delivery time frame; and infrastructure and Section 106 contributions that are likely to be required to support the development.
- 2.3 Within this document, IGS is referred to within Policy CS10 as "Ipswich Northern Fringe". Policy CS10 refers to Ipswich Northern Fringe which is the outline site for IGS and considers that this site will enable the continuous delivery of housing and will form the main source of supply of housing land in Ipswich after 2021.
- 2.4 The Policy expresses concern that due to the limited availability of previously developed land in the rest of the town, the delivery of 1,000 dwellings will be expected to commence prior to 2021. This specific land has been identified as the Fonnereau neighbourhood, east of Henley Road and south of the railway line.
- 2.5 The Core Strategy Review which was published November 2014 and has yet to be adopted, contains detailed policies to enable the management of development in Ipswich. Policy CS10 has been updated and instead of being called Ipswich Northern Fringe, is now titled "Ipswich Garden Suburb" where it is considered to form a key component of the supply of housing land in Ipswich. The site is described to consist of 195ha and sets out the proposed land uses.
- 2.6 The Council's IGS SPD was prepared to provide a development brief to:
  - Guide the development of the whole IGS area;
  - Amplify the infrastructure that developments will need to deliver on a comprehensive basis alongside new housing, including community facilities and at an appropriate stage, the provision of a railway crossing to link potential development phases, in the interest of sustainability and integration;
  - Identify the detailed location of a district and two local centres and other supporting infrastructure; and
  - Provide guidance on the sequencing of housing and infrastructure delivery required for the development.

### The infrastructure list and triggers

- 2.7 Policy CS10 and Table 8b of the Core Strategy identifies and schedules out the required infrastructure for the IGS site. The policy identifies the infrastructure as required at either a 'Strategic' or 'Neighbourhood' level. The IGS SPD offers the following definitions;

**Strategic infrastructure** – that may be located in a single neighbourhood but is required to mitigate the cumulative impact of and serve the whole of the Garden Suburb development

(and in some cases the wider community), and therefore is likely to require a comprehensive approach from all landowners to secure its delivery.

**Neighbourhood infrastructure** – which refers to local infrastructure required primarily to serve the needs of the residents of the village or neighbourhood in which it is located and which will be delivered by the landowners / developers developing in a specific neighbourhood.

2.8 The IGS SPD also sets out indicative triggers points for each of the various elements of the infrastructure. In the main, the triggers relate to the occupation of housing units, or another event in the delivery of the garden suburb rather than a specific date or timeline given that the rate of construction cannot be predicted with a high degree of certainty. The Draft SPD notes that both the stated infrastructure and associated trigger points may need to be refined following completion of the Core Strategy Focused Review. At this point the triggers had been informed by;

- Advice from key stakeholders in light of available evidence concerning existing capacity, likely impact and mitigation required;
- The likely sequencing and management of development;
- The desire to create cohesive neighbourhoods in the interest of securing a sustainable development pattern;
- Ensuring that the development is viable and deliverable; and
- The availability of appropriate land.

2.9 The required infrastructure and associated triggers included in the SPD are summarised in the following schedule.

**Table 2: IGS Draft SPD Infrastructure and associated triggers**

<b>Strategic Infrastructure</b>		
<b>Infrastructure Theme (based on Draft SPD tables)</b>	<b>Item</b>	<b>Trigger Point for Delivery</b>
<b>Access &amp; Transport</b>	Vehicular Rail Crossing	Prior to the occupation of 300 dwellings in Henley Gate or as agreed with IBC in view of the sequencing of both Fonnereau and Henley Gate, unless this is otherwise required at an earlier point as informed by an agreed Transport Assessment for the whole development.
	Fonnereau Way cycle / pedestrian bridge	Prior to the occupation of 300 dwellings in Henley Gate or as agreed with IBC in view of the sequencing of both Fonnereau and Henley Gate, unless this is otherwise required at an earlier point as informed by Network Rail consultation.
	Phased delivery of bus service & bus priority measures	Strategic phasing plan for delivery of service and bus priority measures to be agreed prior to the commencement of development.
	Improvements to strategic town centre & east - west footpaths / cycleways	Strategic phasing plan for delivery of strategic improvements to be agreed prior to the commencement of development.
	Improvements to Westerfield Station and level crossing	Contribution towards car & cycle parking provision (to include CCTV, lighting, landscaping and other associated infrastructure) and level-crossing upgrade (where required by Network Rail) will be secured at an appropriate stage in the development.
	Controlled Pedestrian & Cycle Crossings on Westerfield Road	Prior to the first building occupation in both Fonnereau and Red House.
	Traffic management scheme for Westerfield Village, The Crofts and other locations	Details and timetable for delivery of scheme to be informed by the Transport Assessment for the whole development in agreement with SCC Highways department.
<b>Education</b>	1200 place secondary school, including sixth form facility, playing fields and recreational facilities secured for use by the community (proportionate contribution of school build cost)	Development will not be permitted to commence until arrangements are in place to secure the commencement of the construction of a secondary school within the SPD site in accordance with a timetable to be agreed. Phased contributions proportionate to pupil yield shall be secured throughout each stage of the development.
<b>Open space, recreation &amp; play</b>	Country Park with visitor centre for Henley Gate	Phasing for tree planting and landscaping to be agreed and commenced an early stage in the development of Henley Gate. Completion and land transfer of initial ancillary works to include visitor facility / community centre and works compound prior to the occupation of 500 dwellings in Henley Gate. Capital and maintenance contributions (or in-kind provision by the Henley Gate developer) and transfer of the remaining land will be secured at an appropriate stage in the development.
	Swimming Contribution (off-site)	Contributions to be secured at an appropriate stage in the development and used to enhance and maintain existing facilities.
<b>Community facilities</b>	District & Local Community Centres including community buildings with integrated library facilities & police office alongside new health centre & reserved sites for community use	Delivery linked to development of each neighbourhood.
	Funding for community development support officer(s)	Contributions to be secured on commencement of early phases of development to ensure officer(s) in post prior to first dwelling occupation.
<b>Utilities</b>	Strategic improvements to electricity supply	As required
	Strategic improvements to gas supply	As required
	Strategic improvements to Water supply	As required
	Strategic infrastructure to the sewerage system	As required
	Strategic infrastructure needed to deliver low carbon development	In accordance with agreed low carbon framework
	Strategic SuDS infrastructure & connections	In accordance with agreed phasing plan prior to the commencement of development.

Neighbourhood Infrastructure Requirements		
Infrastructure Theme (based on SPD tables)	Item	Trigger Point for Delivery
<b>Access &amp; Transport</b>	Off-site junction improvements in surrounding road network	Timetable for delivery to be informed by the Transport Assessment for the whole development in agreement with SCC Highways department.
	Connection to the Urban Traffic Management & Control (UTMC) System	Timetable for delivery to be informed by the Transport Assessment for the whole development in agreement with SCC Highways department.
	Travel Plan development, implementation & monitoring	Travel Plan to be submitted and agreed with SCC Highways department as part of full/outline application for the development of the site. To be implemented and monitored during and following each phase of the neighbourhood development.
	Improvements to Fonnereau Way	Prior to occupation of 500 dwellings.
	Pedestrian & cycle signage (monoliths)	Contributions to be secured at an appropriate stage in the development.
<b>Education &amp; Early Years</b>	3nr 2FE (forms of entry) primary schools & nursery	Serviced site (with access roads) to be transferred prior to occupation of 100 dwellings. The need and timetable for the provision of a second form of entry will be reviewed following this. Phased contributions proportionate to pupil yield shall be secured throughout each stage of the development.
<b>Open space, recreation &amp; play</b>	Neighbourhood parks, allotments & open spaces with equipped sports & play facilities as per SPD	In accordance with phasing plan to be agreed prior to the commencement of development.
<b>Community Infrastructure</b>	District Centre supporting infrastructure (CCTV, electric charging points, recycling facility, cycle	Prior to occupation of 500 dwellings.
	Community Centre in DC with integrated library facilities, workspace hub and police office (where required by Suffolk Constabulary)	Temporary community centre to be provided prior to occupation of 50 dwellings. Permanent community centre with integrated facilities prior to occupation of 500 dwellings.
	Health Centre	Serviced site within District Centre to be transferred at time to be agreed. Phased contributions for capital costs of providing health centre to be agreed.
<b>Other Items</b>	Household Waste Facilities	Contributions to be secured at an appropriate stage in the development.
	Superfast broadband infrastructure	To be delivered in each phase of development in neighbourhood.

Source: IGS SPD 2014

## Work to Date – Testing viability and delivery schedule assumed

- 2.10 The infrastructure cost and IGS viability work undertaken by Mott MacDonald and Gerald Eve concluded that the delivery of the IGS with the IGS SPD infrastructure requirements and associated trigger points would be viable. The work recommended that IGS could be delivered with Affordable Housing provision within phases of between 12% and 35%.
- 2.11 Whilst the work was undertaken and informed by discussions with stakeholders which included IGS landowners/development promoters, it was apparent at the end of this review process in May 2016, that some assumptions used in the viability work and hence its overall conclusion were not agreed by the current applicants.
- 2.12 The areas of disagreement were recognised but stage 3 was anticipated to be the point at which further consideration of the remaining concerns of key stakeholders could be addressed to ensure that the IGS SPD could be practically achieved. Initial IDP delivery mechanisms and options were presented and discussed at a workshop chaired by Pinsent Masons. During the course of the stage 3 work the Core Strategy Review Examination Hearing was held (July 2016) the outcomes of which have had an impact on the content of the stage 3 work.

## The emerging position – Core Strategy Review

- 2.13 The Core Strategy document is now in consultation on post submission modifications which were made following an Examination Hearing session undertaken by an independent planning Inspector. The most relevant changes to the IGS Policy CS10 included the removal of the triggers for the identified infrastructure items (as these were considered to be more appropriately dealt with in the IDP) and the addition of a reference to the affordable housing requirement of 31%.

- 2.14 There are no identified changes to the list of infrastructure required for IGS and set out in Policy CS10. These recent changes are reflected in the IDP.

### **The Current Position on Community Infrastructure Levy**

- 2.15 In terms of Community Infrastructure Levy (“CIL”) IBC consider that whilst the rates are subject to a previous consultation in 2013/14, the best option for delivering the required infrastructure for IBC will be through planning conditions and a site-specific Section 106 agreement with the landowners to ensure the commitment of either direct delivery or of financial sums towards infrastructure relating directly to the development site.

### **Applications submitted and status**

- 2.16 Planning applications are currently being considered by IBC for the entire Henley Gate Neighbourhood (Crest Nicholson proposal for 1,100 homes) and part of the Fonnereau Neighbourhood (CBRE/ Mersea Homes proposals for 815 homes). These applications are expected to be determined in 2017.

### **Collation of supporting evidence**

- 2.17 The current IDP does not include trigger points for delivery of the Strategic Infrastructure items, recognising that these will be informed by the section 106 Agreements for each application.
- 2.18 It is the intention for the IDP to be updated, (as to triggers), as and when town planning applications are progressed and further detail and phasing timings are advanced.

## 3 Delivery

### Infrastructure Delivery

#### Step 1 Categorisation of infrastructure

- 3.1 The infrastructure required to support the delivery of the IGS allocation should be divided into the following categories:

#### Neighbourhood Infrastructure

- 3.2 As much infrastructure as possible should be identified in this category by splitting infrastructure equally between the three neighbourhoods that comprise the allocation so that each neighbourhood can mitigate its own impact on site as far possible; and

#### Strategic Infrastructure

- 3.3 Some infrastructure will necessarily meet an allocation-wide need and will accordingly require site wide triggers and a site wide approach to delivery. This category can be further divided into the following sub-categories:

- On Site Strategic Infrastructure; and
- Off Site Strategic Infrastructure.

- 3.4 The Ipswich Garden Suburb Supplementary Planning Document (adopted as interim guidance in 2014) ("SPD") and Table 8B of the emerging Core Strategy Review have begun this process by dividing infrastructure into strategic and neighbourhood requirements.

- 3.5 The IDP process has tried to identify each item of Strategic Infrastructure as identified in the SPD and tests whether it could be easily subdivided between the neighbourhoods to reduce the scope of interdependency between the neighbourhoods. The objective of this exercise is to limit the scope of infrastructure that needs to be the subject of an allocation-wide delivery mechanism, since this will ultimately help to simplify the mechanism selected. The following conclusions have been identified:

#### Neighbourhood Infrastructure

- 3.6 Where infrastructure is to be provided in a single neighbourhood and is not relied upon as essential mitigation by any of the other neighbourhoods then it should be categorised as "Neighbourhood Infrastructure".

- 3.7 The following infrastructure falls within this category:

- Serviced primary school sites;
- Open space, recreation and play areas;
- Local/district centres within each neighbourhood including serviced sites for community infrastructure;
- Utilities;
- Superfast broadband;
- Low carbon measures; and
- SUDS.

- 3.8 Whilst it might be possible, and indeed advantageous, to have allocation-wide strategies in relation to some of the above infrastructure (e.g. open space), it is not essential in planning

terms to secure such an approach, hence the IDP proposing that they be treated as Neighbourhood Infrastructure. However, there should be nothing to prevent developers from coming together in the future to provide joined up approaches to providing Neighbourhood Infrastructure.

- 3.9 The allocation-wide delivery mechanism ultimately selected for the IGS does not need to secure the delivery of Neighbourhood Infrastructure since its delivery can be dealt with through site specific planning conditions/obligations.

#### On Site Strategic Infrastructure

- 3.10 Where infrastructure is to be provided in one or more of the neighbourhoods within the IGS and is required to support the allocation as a whole then it should be categorised as "On Site Strategic Infrastructure".

- 3.11 The following infrastructure falls within this category:

- Vehicular rail crossing (including link roads which connect bridge to Henley Road and Westerfield Road);
- Pedestrian rail crossing (including associated links to foot/cycle paths along Fonnereau Way);
- Country park;
- Secondary school; and
- Health, police and library provision within district centre.

- 3.12 The allocation-wide delivery mechanism ultimately selected for the IGS will need to secure the delivery of the On Site Strategic Infrastructure.

#### Off Site Strategic Infrastructure

- 3.13 As a general rule, where Strategic Infrastructure is to be provided off site and would ordinarily be delivered by a third party (e.g. by the Council or the County Council) then the assumed approach would be for each developer to pay financial contributions to the Council or County Council (as appropriate) relative to the number of residential units on their application site. This would potentially apply to the following infrastructure, with the exception of those noted:

- Junction improvements (likely to be secured by s278 agreement specific to a neighbourhood);
- Bus services;
- Bus priority measures;
- Improvements to town centre and east-west footpaths/cycle ways (likely to be secured by s278 agreement specific to a neighbourhood);
- Traffic management schemes; and
- Swimming pool contribution.

- 3.14 However, the above approach is dependent on addressing the pooling restriction in Regulation 123 of the Community Infrastructure Levy 2010 (see Section 8 of this paper) and either:

- The relevant Off Site Strategic Infrastructure being capable of delivery in phases, such that one neighbourhood's financial contribution could fund a discrete phase of that infrastructure item; or
- Where the Off Site Strategic Infrastructure item is not capable of being delivered in discrete phases, the Council or County Council (as appropriate) would need to confirm that it is willing and able to forward fund the cost of works in the event that the infrastructure item needs to be completed prior to the payment of contributions from some neighbourhoods.



- 3.15 It may be that the general approach outlined above cannot be achieved and this is relevant to both On and Off Site Strategic Infrastructure. This could be for instance because an item of On or Off Site Strategic Infrastructure must be delivered in its entirety by a specified trigger point and there is no public forward funding to facilitate this. In this case the first developer to reach this trigger would need to forward fund the entire cost of the infrastructure, subject to appropriate equalisation arrangements being put in place, if development is to progress beyond the identified trigger to delivery of the relevant item of infrastructure – this could arise in relation to the Country Park and/or bridges over the railway line. There are funds available to private sector developers for the purpose of forward funding infrastructure and the HCA ATLAS team are available to assist developers in accessing this funding.
- 3.16 The allocation-wide delivery mechanism selected for the IGS will need to secure developer contributions towards the delivery of the Off Site Strategic Infrastructure and/or agreement to deliver such infrastructure within their gift e.g. junction improvements.
- 3.17 As part of the planning application process further work is being undertaken by the Council and the County Council, alongside developers to identify which items of Off Site Strategic Infrastructure could be delivered in phases (to be allocated between the neighbourhoods and funded separately by each planning application). This would need to be agreed prior to determination of the planning applications.

### Step 2: Ownership of land

- 3.18 A fundamental component of any allocation-wide delivery mechanism will be securing the land on which On Site Strategic Infrastructure is to be built (including any land required to access such infrastructure e.g. on site roads) ("Strategic Infrastructure Land"). This is summarised in the table below:

**Table 3: On Site Strategic Infrastructure by Land Ownership**

Item of On Site Strategic Infrastructure	Owner(s)*
Vehicular rail crossing and associated roads	N1(a) – CBRE N2(a) – Crest Network Rail (air rights)
Pedestrian rail crossing and associated cycle/foot paths	N1(a) – CBRE N2(a) – Crest Network Rail (air rights)
Country park	N2(a) – Crest
Secondary school	N3(a) – Mersea
Health, Police and Library provision within District Centre	N1(a) – CBRE

\* Whilst this table does not identify all the current owners of these sites, all owners would need to be signatories to any agreement for the transfer of Strategic Infrastructure Land, including third parties freeholders/leaseholders where developer options remain to be exercised.

**Source: Gerald Eve Stage 2 report – 2016**

- 3.19 Those parties with an interest in the Strategic Infrastructure Land will need to enter into legally binding agreements to transfer the land, together with funding, to the Council or the County Council, (as appropriate), at the relevant time so as to ensure that the identified trigger for their delivery can be met. Any obligation to transfer Strategic Infrastructure Land would require the transfer to take place prior to commencement of the relevant development.
- 3.20 Alternatively, if it is not the Strategic Infrastructure Land owner(s) delivering the relevant item of infrastructure, then suitable alternative step-in arrangements (and funding) (e.g. construction access rights and/or dedication of rail bridges and access roads) will need to be secured via the delivery mechanism, to prevent development stalling across IGS.

- 3.21 There is a potential issue with the secondary school site since it has been identified by the County Council that the site needs to be transferred by 2019 to allow school opening by 2021. The need for the secondary school is driven by the demand which will arise from the IGS development (approximately 750 spaces would be needed as a result of the IGS development alone), together with demand for places outside of IGS. The County Council advise that around 700 more secondary and sixth form places will be required to meet forecast need even without the development of the Ipswich Garden Suburb due to the increase in primary school-aged children that Ipswich and many other areas have experienced. By 2021 it is recognised that the ability for existing facilities to accommodate the additional demand from IGS and wider Ipswich will be at capacity and a new secondary school will be required. The current understanding is that Mersea Homes have no plans to bring forward a planning application for the Red House neighbourhood (the neighbourhood in which land is allocated for a secondary school) and that its current legal arrangements with the previous site owners do not permit the partial draw down of land to enable the early release of the proposed secondary school site. It is understood that the County Council has opened negotiations to see if it is possible to bring the site forward by way of outright purchase.
- 3.22 In the absence of legally binding agreements to transfer Strategic Infrastructure Land, particularly for the secondary school site, then the Council and/or County Council would need to consider alternatives including independent purchase or, as a matter of last resort, using compulsory purchase powers to secure the land. Each application section 106 Agreement will need to include fall-back provisions for proportional funding of any necessary private acquisition/compulsory purchase and delivery by the Councils in these circumstances, which could include the professional and legal fees incurred as a result of the acquisition. These could include individual indemnities for the appropriate/proportional costs of acquisition.
- 3.23 It is envisaged that negotiations with Network Rail for the acquisition of air rights would be led by the party with responsibility for delivering the rail crossings, (Crest).
- 3.24 As part of the planning application process further work is being undertaken by the Council and the County Council to identify when land transfers are required and how this can be secured through current planning applications or if separate action is required.

### Step 3 Identification of triggers for strategic infrastructure

- 3.25 The SPD and Table 8B of the emerging Core Strategy Review have begun the process of identifying trigger points for the delivery of infrastructure. However there is flexibility written into these documents to enable those trigger points to be refined and reviewed.
- 3.26 The key consideration is identifying trigger points which not only bring about the infrastructure at the right times in the development but are evidenced to justify any requirements/restrictions this then has on particular sites within the IGS. As part of this process of justifying triggers and also to assist with simplifying where possible the delivery mechanism necessary to secure certain infrastructure items, consideration should also be given to whether any of the On Site Strategic Infrastructure can be delivered in discrete phases (which can be allocated to and paid for by the various neighbourhoods). For example:
- It may be possible to lay out the country park in phases so that a financial contribution paid by the initial planning consents go towards the laying out of part or the whole of the country park, with contributions from subsequent neighbourhoods being used to lay out the remainder of the country park, or specific items within the country park such as the visitor centre and car park; and
  - It may also be possible to provide the secondary school in phases, so that a reduced number of forms of entry are required to be secured by a specified trigger, with capacity built in to expand to provide the remaining forms of entry by a later trigger when more development has come forward.

- 3.27 As part of the planning application process further work would be undertaken by the Council and County Council to identify and provide evidence for:
- Trigger points for the transfer of Strategic Infrastructure Land;
  - Trigger points for the delivery of infrastructure (where the developers are delivering infrastructure);
  - Trigger points for the payment of contributions toward infrastructure (where the County/County Council/third parties are delivering infrastructure with developer contributions); and
  - Whether Strategic Infrastructure could be delivered/paid for in phases and if so how these phases could relate back to the trigger points for individual planning permissions.

#### **Step 4 Identifying who will deliver the strategic infrastructure**

- 3.28 The current version of the IDP assumes that the Council, County Council or third party would be responsible for delivering the Off Site Strategic Infrastructure with developer contributions. However, any delivery mechanism could, where appropriate and practical, provide the flexibility for developers to carry out 'works in kind' under licence for appropriate items of infrastructure (e.g. offsite highway works under a s278 agreement).
- 3.29 It is the Council's preference for developers to be responsible for delivering the On Site Strategic Infrastructure, with the exception of:
- The secondary school, which will be delivered by the County Council or other education provider with a combination of developer contributions and other funding; and
  - The country park, which the Council are looking into delivering with developer contributions.

### **Infrastructure Costs**

#### **Step 1 Determining cost of infrastructure**

##### **Neighbourhood Infrastructure**

- 3.30 It should be assumed that each neighbourhood will fund its own Neighbourhood Infrastructure. These costs should not be factored into the equalisation arrangements (see Step 2 below), but rather factored into the viability of each neighbourhood which in turn will inform the quantum of affordable housing to be provided within each planning application (see Step 3 below).

##### **Off Site Strategic Infrastructure plus any On Site Strategic Infrastructure to be delivered by Council/County Council/third party with developer contributions (e.g. secondary school)**

- 3.31 The cost of each item of infrastructure falling under this heading should be identified at the date of each planning permission, with index linking to be applied to the date of payment of developer contributions. These costs should be factored into the equalisation arrangements (see Step 2 below). It should be noted that since the IGS only gives rise to the need for approximately 750 secondary school and sixth form places, the cost (both in terms of land and build cost) of providing capacity in excess of that amount (up to the design capacity of 1,200) will need to be funded by the County Council (or potentially the Free Schools Programme) and will be excluded from the equalisation arrangements.

##### **On Site Strategic Infrastructure to be delivered by developers**

- 3.32 The cost of each item of infrastructure falling under this heading should be identified at the date of each planning permission. These costs will be factored into the equalisation arrangements (see Step 2 below).

## Step 2 Equalisation Arrangements

- 3.33 The costs of the Off Site Strategic Infrastructure and the On Site Strategic Infrastructure should then be allocated between the neighbourhoods (or sub-neighbourhoods) that make up the allocation.
- 3.34 The supporting Gerald Eve Stage 2 Report proposes that equalisation be achieved by apportioning the costs with reference to the total number of dwellings anticipated across the whole allocation and then allocating those costs between the six sub-neighbourhoods based on assumed numbers of dwellings for each sub-neighbourhood.
- 3.35 Stage 2 of the IDP work looked at viability and factored in land costs into the equalisation arrangements by calculating the average land value of the net developable land value and gross developable land value across IGS. The acquisition of the secondary school site by the County Council and the sharing of this cost amongst developers, has raised the question as to whether the costs of other Strategic Infrastructure Land costs such as the Country Park should now also be treated in the same way and shared amongst the developers of IGS. In principle the averaging of the land value across IGS in the manner explained above will still ensure equalisation provided the costs and value attributed to the secondary school site are not factored into this average. This would have the effect of increasing the average (gross developable) land value across IGS and ensure that in viability terms the equalisation of Strategic Infrastructure Land costs is achievable.
- 3.36 It may be necessary for the developer(s) of the first neighbourhood(s) to forward fund items of Strategic Infrastructure in advance of other neighbourhoods being built out. For example:
- If an item of Strategic Infrastructure must be delivered in its entirety by a specified trigger point and there is no public forward funding available, a developer may have to forward fund items of Strategic Infrastructure being delivered by the Council, County Council or third party (e.g. highway works) potentially ahead of other neighbourhoods being ready to contribute their share; and
  - Developers may be required to deliver On Site Strategic Infrastructure (e.g. such as the rail crossings or country park) potentially ahead of other neighbourhoods being ready to contribute their share
- 3.37 It should be noted that the HCA ATLAS team may be able to assist the developers access forward funding for infrastructure.
- 3.38 Any forward funding of Strategic Infrastructure by a developer will need to be factored into the equalisation arrangements by one or a combination of the following:
- The proportionate reimbursement by other developers when their neighbourhoods/sub-neighbourhoods come forward for development (either reimbursement paid via the Council or directly between the developers); or
  - There may be scope to reduce or "back end" affordable housing provision for the planning consent(s) which has forward funded Strategic Infrastructure, with a corresponding increase or early provision of affordable housing on the other developments which have benefitted from the forward funding. Any such approach will however need to ensure that each of the applications contributes to creating balanced communities, with a mix of tenure types. Consideration will be given to requiring minimum affordable housing percentages, across the developments, albeit subject to viability.

## Step 3 Viability

- 3.39 Viability should be factored in following the equalisation of Strategic Infrastructure. Viability will then erode, if necessary, the on-site provision of items such as affordable housing. This of

course will be a matter for the Council as local planning authority to discuss with the developers when planning applications come forward.

## 4 The Delivery Mechanism

### Principles and Considerations

- 4.1 The IGS Steering Group has agreed to a number of principles and conditions in forming a delivery mechanism for IGS. These include the following key examples.
- 4.2 **The mechanism must not unduly delay development and must be easy to use and monitor** – these principles point to the need for a relatively simple mechanism which can be put in place in the timescales envisaged for the determination of the anticipated planning applications.
- 4.3 **The mechanism should contain commitments from all parties to deliver Strategic Infrastructure and not to inhibit the development of each others' neighbourhoods** – Each application s106 Agreement will contain obligations prohibiting parties from ransoming/impeding each other (including County Council and Council, if land has been transferred) to the extent that it impacts upon the timely delivery of strategic infrastructure or comprehensive development of IGS
- 4.4 **The mechanism should contain a review mechanism and be flexible to adapt to changing circumstances** – any review mechanism will be focussed on affordable housing provision on the basis that Strategic Infrastructure is essential mitigation for the comprehensive development of the IGS and its costs will be relatively fixed. It is envisaged that affordable housing would be secured via planning application specific s106 obligations, taking into account the viability of the individual application sites once they have satisfied their obligations under the equalisation arrangements for Strategic Infrastructure.
- 4.5 **The mechanism should include early warning signals to highlight delay and possibility of step-in rights** – each application s106 Agreement will need to contain obligations on the developers to attend periodic Steering Group meetings to discuss progress with infrastructure delivery. The Agreements will also impose infrastructure delivery monitoring and reporting requirements, by reference to (1) trigger points for the delivery of infrastructure (where developers are delivering infrastructure); and (2) trigger points for lead in times for delivering items. These monitoring and reporting provisions will inform if and when step in rights may need to be activated.

### Legal Constraints to consider

#### Regulation 123 of the Community Infrastructure Levy Regulations 2010

- 4.6 The restrictions in Regulation 123 mean that the Council could not lawfully take into account as a reason for granting planning permission for development at the IGS any obligations which:
- Provide for the funding or provision of infrastructure on the Council's infrastructure list (Regulation 123(2)); or
  - Provide for the funding or provision of a specific infrastructure project or a type of infrastructure if five or more obligations for that project or type of infrastructure have already been entered into since 6 April 2010, and it is a type of infrastructure that is capable of being funded by the levy (Regulation 123(3)).

#### Regulation 123(2) – restriction on double counting

- 4.7 As the Council has not adopted a CIL charging schedule Regulation 123(2) does not currently apply in the Council's area. However, the Council will continue to consider whether or not to bring forward a CIL Charging Schedule as part of the ongoing Core Strategy Review.

- 4.8 In the event that the Council adopts a CIL charging schedule, it would need to also publish a list of infrastructure for the purposes of Regulation 123. If the Council's infrastructure list included:
- Any general categories of infrastructure (e.g. a general heading of education infrastructure); or
  - Site specific infrastructure essential to the delivery of the IGS (e.g. the country park) then Regulation 123(2) would prevent such infrastructure being secured or funded through section 106 obligations.
- 4.9 If a CIL charging schedule was introduced by the Council, it is likely that IGS would be exempt given that it is generally accepted that the funding of specific infrastructure in relation to large scale developments such as IGS, is better resolved through S106 obligations as opposed to CIL contributions.

#### Regulation 123(2) – restriction on pooling

- 4.10 Regulation 123(3) applies whether or not the Council adopts a CIL charging schedule, and so applies now to planning applications promoted in the Council's area.
- 4.11 Financial contributions may be pooled from up to five separate planning obligations (this is generally interpreted to mean five separate agreements) for a specific item of infrastructure without breaching Regulation 123(3).
- 4.12 To establish a robust strategy for securing s106 contributions towards infrastructure at the IGS it will be necessary:
- For the Council to look back at s106 agreements entered into since 6 April 2010 to ascertain whether any infrastructure proposed to be secured by s106 as part of the IGS has already been the subject of planning obligations (and if so how many obligations); and
  - To limit the number of planning obligations secured in relation to the IGS so that the total number of obligations for any item of infrastructure does not exceed 5 (including any historic obligations).
- 4.13 If a separate planning obligation was entered into in respect of each of the six sub-neighbourhoods for the same item of infrastructure then clearly the Regulation 123(3) pooling restriction would be breached on the IGS alone.
- 4.14 A potential way to address the pooling issue is to define the infrastructure project in respect of which contributions are sought as narrowly as possible. For example the purpose for which contributions are paid could be described as:
- Contributions towards the IGS secondary school (as opposed a generic purpose of education provision in the Council's area) which might allow the Council to secure five contributions towards the provision of the secondary school with a sixth contribution towards a discrete phase (e.g. an extension of school building or provision of a playing field);
  - A contribution towards upgrading the junction of Valley Road with Henley Road (as opposed to a generic contribution towards offsite highway works in the vicinity of the IGS) so that offsite highway works could effectively be divided up between the neighbourhoods; and
  - A contribution towards a specific element of the country park such as the visitor centre (as opposed to a contribution towards the country park generally), again so that phases of the country park could be divided up between the neighbourhoods.

### State aid

- 4.15 Any delivery mechanism which requires the Council or County Council to forward fund elements of Strategic Infrastructure would need to be health checked for compliance with rules against state aid, which apply to some loans. However where the forward funding is for strategic infrastructure for public use and such funding is used to forward fund developer contributions as is the position in this case, it is unlikely to be caught by state aid.

### The Recommended Infrastructure Plan

- 4.16 In developing and identifying a preferred delivery mechanism option for the IDP for IGS, six different options were considered. These included;
1. Outline Planning application for whole allocation
  2. Development / landowner agreement
  3. Site Specific CIL
  4. Delivery of Strategic Infrastructure by councils funded by developer roof tax
  5. Joint Venture
  6. Framework s106 agreement with all developers / landowners as party
- 4.17 The preference from the Council's perspective would have been to receive a single planning application for the entire allocation (Option 1) from a single developer or consortium of developers working collaboratively to deliver IGS as a whole. This would enable the allocation to be comprehensively planned and for Strategic Infrastructure Land to come forward as required to ensure the timely delivery of Strategic Infrastructure.
- 4.18 However, the Council acknowledges that Option 1 is not achievable and that Crest Nicholson and CBRE/Mersea have already submitted planning applications for the land they control within the neighbourhoods of Henley Gate and Fonnereau.
- 4.19 Option 6 (Framework s106 agreement with all developers/landowners as party) would offer a number of advantages to securing a comprehensive delivery of IGS and has been discussed extensively with CBRE/Mersea and Crest Nicholson. It has been concluded that whilst this option would deliver many of the key principles (see para 4.1) which were considered necessary for any chosen delivery mechanism, it was clear that it was not supported by these parties. The lack of support for this option would mean that discussions around the option would be protracted, lengthy and resource intensive. Ultimately it was concluded that pursuing this option would result in delays to development starting.
- 4.20 An alternative option has become increasingly more feasible as a combination of factors have progressed and enabled the Council to reconsider its approach to some aspects of the Strategic Infrastructure. Primarily the Council allocation of the whole of IGS in the Local Plan and the subsequent Crest Nicholson planning application in respect of its land in June 2016, has provided more certainty around the delivery of development in this part of the IGS site along with the aspects of Strategic infrastructure which would be provided and/or funded through this development (e.g. Country Park, junction improvements, rail bridges) Secondly discussions have evolved around the proposals for:
- (a) Proposed acquisition of the Red House site by the County Council to deliver the secondary school; and
  - (b) Council delivery of the country park; resulting in local control of the funding / phasing of these items of On Site Strategic Infrastructure.



- 4.21 Subsequently, and through extensive dialogue with the key stakeholders and in order to reflect the findings of the Local Plan Review, a delivery mechanism based on option 4 is in the process of being negotiated between the IGS Steering Group.
- 4.22 The delivery of strategic infrastructure by councils funded by developer roof tax is based on individual planning applications being submitted independently with section 106 agreements to offer;
- Delivery of neighbourhood infrastructure;
  - Transfer of land required for some items of onsite strategic infrastructure to Council and County Council;
  - Delivery of some items of onsite strategic infrastructure by the land owning developer; and
  - Payment of contributions to Council and County Council towards delivery of strategic infrastructure.
- 4.23 One of the advantages associated with a delivery mechanism based on Option 4 is its potential to allow applications to be determined sooner and therefore secure earlier delivery of homes. However, four issues are identified with this approach which are considered below.

### Issue 1: Delivery of On Site Strategic Infrastructure on other sites

- 4.24 Option 4 presents a problem in terms of delivering certain items of On Site Strategic Infrastructure at the right times when they are not in the control of the parties who are developing out their sites at those times. This a particular issue for the Secondary School which is located in the Red House neighbourhood and is required by a time which is unlikely to coincide with that site being brought forward for development. To overcome this issue, of the five On Site Strategic Infrastructure items, two of these i.e. the Secondary School and the Country Park, are now proposed or being considered for delivery by the County Council and Council respectively which would enable greater control of the timing for the delivery of these items. How this issue is proposed to be resolved for each of the On Site Strategic Infrastructure items is discussed below:

#### Secondary school

- 4.25 Issues of delivery related to this item are intended to be overcome, by:
- Acquisition of the site being agreed by the County Council to enable delivery by 2021;
  - Clear agreement on the costs of servicing the site and how these would be shared;
  - Proportional contributions for its delivery being secured; and
  - Planning obligations being imposed preventing occupation by informed triggers.

- 4.26 Whilst this does not guarantee delivery of the Secondary School, these could prevent the development going beyond points which trigger the additional strategic provision. The approach requires a number of actions to be undertaken by the County Council including acquiring an option to purchase the site and providing robust evidence to inform triggers for restricting occupation and the amount of financial contributions required and when.

#### Country Park

- 4.27 The Council has provisionally agreed to take on the delivery of the Country Park site, which would enable proportional contributions for its delivery/maintenance to be secured, and with the use of appropriate pre-occupation restrictions pending phased delivery of the infrastructure, would reduce the risks of non-delivery.
- 4.28 In relation to the proposed transfer of the Country Park land to the Council, discussions have already taken place with Crest Nicholson and there are no 'in principle' objections to the Council's proposals.

### Vehicular and pedestrian rail crossings (and associated roads / cycle / foot paths)

- 4.29 The works to deliver the crossings are not within the current Crest Nicholson and CBRE/Mersea applications. On that basis the options for restricting development until the bridges are in place are being explored along with the various responsibilities which will need to be attributed to each party,
- 4.30 Discussions have taken place with both parties to agree an approach whereby, Crest Nicholson would physically deliver both bridges, with financial contributions/access/rights obligations on CBRE to facilitate that delivery. Given the use of individual section 106 Agreements there is a need to provide a fall-back solution; this being the obligations on each party to transfer the relevant parts of land (and/or all necessary rights/licenses) to the Council, together with financial contributions to facilitate delivery.
- 4.31 The fall-back is needed as neither Crest Nicholson nor CBRE will benefit from step-in rights on land outside its control. By imposing obligations to transfer land to the Council, the Council could then either deliver the works on its own, or, transfer the land, (and/or alternatively all necessary rights/licences), to one of the parties, to deliver the works on its behalf. This would prevent a situation where one party sought to stalemate/ransom the other by refusing to carry out the works/transfer the necessary rights to the other.

### District centre – Health/Police/ Library provision

- 4.32 The Council's current proposals are for CBRE/Mersea to be under an obligation to provide a serviced site on which a commercial provider and /or the interested third parties (NHS/Police/County Council) can provide the district centre and allocated uses. This would be supported by obligations on each of the other developers to make proportional financial contributions to pay for the capital costs of delivering the Health/Police/ Library provision. It is also proposed to impose conditions restricting occupation of a set number of dwellings, on a proportional site basis, until the centre is occupational.
- 4.33 Provided that obligations to provide a serviced site for the District centre and make it available to the occupants are contained within an agreed Section 106 Agreement with CBRE/Mersea, the only potential issues will relate to pooling of contributions. However, in order to minimise the risks of pooling, the individual work package items i.e. (1) police fit out (2) NHS fit out and (3) library fit out could be defined separately, with each one acting as an individual item of infrastructure.

### Issue 2: Absence of joint working, step in rights and equalisation

- 4.34 It is proposed that to overcome this issue the following mechanism is adopted:
- 4.35 Following the Inspector's Report on the emerging Local Plan, the Council could seek an upfront resolution from its Planning Committee, for the whole allocation, setting out the local planning authority's position on all planning applications as follows (the resolution would need to be in place before any planning applications are considered by Committee):
- There must be a condition attached to any IGS consent requiring submission of details which demonstrate that the development will not prejudice the comprehensive or timely delivery of IGS e.g. potential for joint working/non-ransom positions/timely delivery of infrastructure; and
  - Where appropriate, any application for later sites must be accompanied by a Section 106 Agreement containing financial contributions to the Council, to retrospectively equalise their impact in relation to Strategic Infrastructure already delivered/funded.
- 4.36 In order to incentivise Crest, CBRE/Mersea and other developers to work jointly to deliver the Strategic Infrastructure, the Council could lawfully impose Grampian pre-development/pre-occupation conditions. Whilst this will not guarantee delivery, it is likely to incentivise the

developers and will also prevent the development going beyond points which trigger the additional strategic provision.

- 4.37 In relation to step in rights, whilst in the case of individual section 106 Agreements these would not pass to other developers, the Council has power under section 106(6) to enter onto land to carry out works and recover the costs from the relevant landowner(s) which could include the expense to the Councils of exercising the said step-in rights.

### **Issue 3: Secretary of State**

- 4.38 There is no guarantee that any refusal of an application on the basis of non-conformity with the comprehensive delivery requirement of the policy, (or of non-conformity with the Committee Resolution) would be upheld on appeal e.g. a finding that other material considerations indicate that planning permission should be granted, notwithstanding it not being in accordance with the adopted Local Plan. This would risk the delivery of Strategic Infrastructure. However, this risk is likely to reduce following the publication of the Inspector's Report and eventual adoption of the Local Plan.
- 4.39 It is also possible that individual developers appeal against the imposition of Grampian conditions. In order to minimise the chances of success of such an appeal, the evidence base informing the trigger points/occupation restrictions for the conditions will need to be as robust as possible; this will also inform the justification for the imposition of any pre-commencement conditions, already a requirement of the Town and Country Planning (Development Management Procedure) (England) Order 2015.
- 4.40 The use of pre-commencement/pre-occupation conditions may reduce but will not eliminate the risk that the Secretary of State disagrees with the need for, (or the timing for the delivery of), strategic infrastructure which would have negative implications for controlling timely and proportional provision of strategic infrastructure on other applications.

### **Issue 4: Pooling issue**

- 4.41 The issues surrounding Pooling have been considered above within the Legal Constraints sub-section.

### **The infrastructure schedule**

- 4.42 In summary, the proposed IGS IDP delivery mechanism is presented in the following schedule.

**Table 4 The Proposed IGS IDP Schedule**

Type of Infrastructure	Infrastructure Item	Neighbourhoods in which item located.	Current Landowner	Trigger Point	Who (Lead Partner)	Stakeholders	Funding Source / Delivery Mechanism	Equalisation
<b>Strategic on-Site</b>	Vehicular rail crossing including access routes either side of bridge connecting the bridge to Henley Road and Westerfield Road.	Fonnereau & Henley Gate	Crest Nicholson and CBRE	<p>Prior to Occupation of [x] dwellings on Crest site delivery of vehicular bridge and access connection to Henley Road.</p> <p>Prior to Occupation of (x) dwellings on CBRE/Mersea site delivery of access connection from bridge to Westerfield Road.</p> <p>Trigger to be evidenced by housing numbers in Fonnereau and Henley Gate, Transport Assessment and other place making considerations such as timing of key destinations such as district centre and country park.</p>	Crest Nicholson and CBRE/Mersea	Crest and CBRE Network Rail - air rights	Section 106/Grampian conditions to secure delivery by trigger points in each development.	<p>(a) claw back from other developers</p> <p>AND/OR</p> <p>(b) equalised through lower affordable housing requirement</p>
	Cycle / pedestrian rail crossing including cycle / foot path access routes either side of bridge connecting the bridge to Fonnereau Way.	Fonnereau & Henley Gate	Crest Nicholson and CBRE	<p>Prior to Occupation of [x] dwellings on Crest site delivery of pedestrian / cycle bridge and access connection to Fonnereau Way within Henley Gate.</p> <p>Prior to Occupation of (x) dwellings on CBRE/Mersea site delivery of access connection from Fonnereau Way</p>	Crest Nicholson and CBRE/Mersea	Crest and CBRE Network Rail - air rights	Section 106/Grampian conditions to secure delivery by trigger points in each development.	<p>(a) claw back from other developers</p> <p>AND/OR</p> <p>(b) equalised through lower affordable housing requirement</p>

Type of Infrastructure	Infrastructure Item	Neighbourhoods in which item located.	Current Landowner	Trigger Point	Who (Lead Partner)	Stakeholders	Funding Source / Delivery Mechanism	Equalisation
				<p>within Fonnereau</p> <p>Trigger to be evidenced by housing numbers in Fonnereau and Henley Gate, Transport Assessment and other place making considerations such as timing of key destinations such as district centre and country park.</p>				
	Secondary School	Red House	Mersea Homes	<p>Delivery of the secondary school provision required by 2021. Development in each site/neighbourhood to be restricted where necessary to ensure capacity is in place to accommodate additional pupils.</p> <p>Trigger to be evidenced by SCC to inform occupation restriction triggers.</p>	SCC	SCC and relevant landowner/developer	<p>Section 106s to secure financial contributions towards both land and build costs.</p> <p>SCC to advance acquisition of the required site.</p>	Each developer to pay education contribution relative to residential capacity of application site and contributions to be phased.
	Health / Police / Library provision within District Centre	Fonnereau	CBRE	<p>Occupation of [x] dwellings serviced district centre site to be provided by CBRE.</p> <p>Contributions for health / police / library facilities to be informed by NHS, Police, Suffolk County Council.</p>	CBRE/Mersea	CBRE/Mersea Police / NHS / Suffolk County Council	CBRE / Mersea under obligation to deliver district centre with other developers contributing to capital cost of health / police /library provision.	Each developer to pay NHS / Police / Library contribution relative to residential capacity of application site and contributions to be phased.

Type of Infrastructure	Infrastructure Item	Neighbourhoods in which item located.	Current Landowner	Trigger Point	Who (Lead Partner)	Stakeholders	Funding Source / Delivery Mechanism	Equalisation
	County Park	Henley Gate	Crest Nicholson	<p>Prior to development commencing and/or Occupation of [x] dwellings Crest transfer land for delivery of the Country Park.</p> <p>Triggers to be evidenced via phased approach to delivery of Country Park which accords with Habitat Regulations Assessment (HRA) requirements.</p>	IBC / Crest Nicholson	Crest Nicholson IBC	<p>Crest transfers land to IBC (or other agreed party) to deliver Country Park.</p> <p>Section 106s to secure financial contributions towards capital costs and land.</p>	<p>(a) claw back from other developers</p> <p>AND/OR</p> <p>(b) equalised through lower affordable housing requirement</p>
<b>Strategic off-Site</b>	Junction improvements	N/A	N/A	To be determined at the individual planning stage, informed by TA and joint working between developers and SCC.	SCC and relevant developer	All stakeholders	Works in kind by developers. Restrictions on development where later phases require junction capacity improvements to be undertaken.	<p>(a) claw back from other developers</p> <p>AND/OR</p> <p>(b) equalised through lower affordable housing requirement</p>

Type of Infrastructure	Infrastructure Item	Neighbourhoods in which item located.	Current Landowner	Trigger Point	Who (Lead Partner)	Stakeholders	Funding Source / Delivery Mechanism	Equalisation
	Bus Services	N/A	N/A	To be determined at the individual planning stage, informed by TA and joint working between developers and SCC.	Relevant developer	All stakeholders	IBC or SCC to fund via financial contribution from the developer relative to the residential unit numbers of their application site  OR Works in kind by developer	(a) claw back from other developers  AND/OR  (b) equalised through lower affordable housing requirement
	Bus Priority Measures	N/A	N/A	To be determined at the individual planning stage, informed by TA and joint working between developers and SCC.	SCC and relevant developer	All stakeholders	SCC to fund via financial contribution from the developer relative to the residential unit numbers of their application site  OR Works in kind by developer	Each developer to pay contribution relative to residential capacity of application site
	Improvements to town centre and east-west footpaths/cycle ways	N/A	N/A	To be determined at the individual planning stage, informed by TA and joint working between developers and SCC.	SCC and relevant developer	All stakeholders	SCC to fund via financial contribution from the developer relative to the residential unit numbers of their application site  OR Works in kind by developer	Each developer to pay contribution relative to residential capacity of application site

Type of Infrastructure	Infrastructure Item	Neighbourhoods in which item located.	Current Landowner	Trigger Point	Who (Lead Partner)	Stakeholders	Funding Source / Delivery Mechanism	Equalisation
	Traffic Management	N/A	N/A	To be determined at the individual planning stage, informed by TA and joint working between developers and SCC.	SCC	All stakeholders	SCC to fund via financial contribution from the developer relative to the residential unit numbers of their application site  OR  Works in kind by developer	Each developer to pay contribution relative to residential capacity of application site
	Swimming pool contribution	N/A	N/A	To be determined at the individual planning stage, informed by Sport England advice on provision requirements and IBC advice on appropriate projects.	IBC	All stakeholders	IBC to fund via financial contribution from the developer relative to the residential unit numbers of their application site	Each developer to pay contribution relative to residential capacity of application site
	Improvements to Westerfield Station	N/A	N/A	To be determined at the individual planning stage, informed by TA and joint working between developers and SCC.	IBC or SCC in consultation with Network Rail	All stakeholders	IBC or SCC to fund via financial contribution from the developer relative to the residential unit numbers of their application site	Each developer to pay contribution relative to residential capacity of application site



Type of Infrastructure	Infrastructure Item	Neighbourhoods in which item located.	Current Landowner	Trigger Point	Who (Lead Partner)	Stakeholders	Funding Source / Delivery Mechanism	Equalisation
	Controlled Pedestrian & Cycle Crossings on Westerfield Road	N/A	N/A	To be determined at the individual planning stage, informed by TA and joint working between developers and SCC.	SCC	All stakeholders	SCC to fund via financial contribution from the developer relative to the residential unit numbers of their application site  OR Works in kind by developer	Each developer to pay contribution relative to residential capacity of application site

## 5 Conclusions & Next Steps

### Proposed delivery mechanism

- 5.1 The proposed IGS delivery mechanism outlined in this IDP assumes that the strategic infrastructure (both on and off site) will be phased and apportioned as far as possible to enable discrete phases to be delivered by individual planning applications and S106 agreements. This is based on the option 4 scenario where strategic infrastructure is primarily delivered by the councils and funded by developer roof tax. It also recognises that there are some items which would be delivered by developers themselves and also that funding may not be borne equally between developers to overcome the fact that some items of infrastructure cannot be forward funded or delivered at the right times unless one or more developers make early investments in the relevant items of infrastructure. The mechanism is therefore based on individual planning applications being submitted independently with section 106 agreements to offer:
- Delivery of neighbourhood infrastructure;
  - Transfer or make available land required for any on-site strategic infrastructure to relevant party who is providing that item of strategic infrastructure (e.g. Council, County Council);
  - Pay contributions to Council, County Council or other third party towards delivery of strategic infrastructure, unless undertaking the delivery of the strategic infrastructure item themselves; and
  - Suitable equalisation arrangements to reflect the infrastructure delivery/financial contributions undertaken by each developer.
- 5.2 As identified within the IDP, there are a number of aspects which will need to be confirmed through the planning application process. These next steps include the following and can be used to update the relevant sections of Table 4 – The IDP schedule once agreed.

### Categorisation of Infrastructure

- 5.3 Further work is being undertaken by the Council and the County Council with information contained within the planning applications to identify:
- Which items of Off Site Strategic Infrastructure could be delivered in phases (to be allocated between the neighbourhoods and funded separately by each neighbourhood); and
  - Whether the Council/County Council is able to forward fund some or all of the Off Site Strategic Infrastructure. Initial discussions with the County Council indicate that forward funding is unlikely to be available for infrastructure falling within the County Council's remit.

### Trigger points

- 5.4 Confirmation by the Council and County Council to identify:
- Trigger points for the transfer of Strategic Infrastructure Land;

- Trigger points for the delivery of infrastructure (where the developers are delivering infrastructure);
- Trigger points for the lead in times for delivering items which will inform when step in rights may need to be activated;
- Trigger points for the payment of contributions toward infrastructure (where the County/County Council are delivering infrastructure with developer contributions); and
- Whether Strategic Infrastructure could be delivered/paid for in phases, and if so how these phases could relate back to the trigger points for individual neighbourhoods.

## Evidence Base

5.5 In order to proceed in developing and implementing the IGS IDP work needs to be undertaken in the collation of information to generate the required evidence base. The Table below sets out the suggested information and evidence needed to inform the next steps.

**Table 5: Evidence Base**

Council	Objective	Actions
County	Off-Site Highway Works	(a) Evidence base for proportional occupation restrictions/financial contributions (b) Exploring phasing options to allow sites to come forward individually
County	Secondary School	(a) Evidence base for proportional occupation restrictions and financial contributions (b) Advance discussions with Red House site owners in order to acquire land for the secondary school; and (c) Consider an 'in principle' resolution for the use of compulsory purchase powers in the event acquisition of the Red House Site by Agreement, cannot be achieved.
IBC	District Centre	(a) Evidence base for proportional occupation restrictions/financial contributions (b) Section 106 obligations /conditions on CBRE/Mersea to deliver the centre in a manner which will not hold up occupation on other sites
IBC	County Park	(a) More detailed work to be carried out to inform the appropriate decision making (b) Confirmation of phasing through the HRA process
IBC	Policy Framework	(a) In advance of local plan adoption, committee report drafting and conditions to support the delivery of strategic infrastructure (b) Post adoption of local plan, committee resolution(s) on IGS wide basis to support comprehensive delivery of strategic delivery and joint working