



# HEADS OF TERMS FOR DEVELOPMENT CONSENT OBLIGATION (SECTION 106 AGREEMENT): 7.1

DECARBONISATION

## Cory Decarbonisation Project

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Revision A

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## 1. INTRODUCTION

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- 1.1.1. This document sets out the Heads of Terms for a planned development consent obligation associated with the Proposed Scheme, pursuant to section 174 of the Planning Act 2008 and section 106 of the Town and Country Planning Act 1990 ('the Agreement').
- 1.1.2. The Agreement will bind all plots owned by the Applicant (on the land plans submitted with the Application, which represents the main site of the authorised development), the Mitigation and Enhancement Area, as well as the BNG Opportunity Area.
- 1.1.3. The Agreement would be entered into by the Applicant, London Borough of Bexley ('LBB'), the Peabody Trust ('Peabody'), as owners of the BNG Opportunity Area, and Thames Water Utilities Limited ('TWUL'), as owners of the Crossness TWUL Land.
- 1.1.4. The Agreement flows from the output of the environmental impact assessment and Biodiversity Net Gain Assessment work and secures the off-site elements of the commitments set out in the Outline Landscape, Biodiversity, Access and Recreation Delivery Strategy.
- 1.1.5. As such, the Agreement, once completed, is to be taken into account in the planning balance.

## 2. HEADS OF TERMS

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### 2.1. PROPOSED DEFINITIONS

“Access Improvements” means the creation of a new public right of way parallel to Eastern Way, with associated vegetation clearance and associated statutory processes;

“Access Improvements Contribution” means a contribution of [£ to be discussed with LBB] to the cost of the Access Improvements;

“Alternative Off-Site Delivery Mechanism” means an alternative strategy proposed by the Applicant, rather than delivery of the BNG Opportunity Area, to ensure that a minimum 10% biodiversity net gain in habitats units is achieved as a result of the Proposed Scheme and that the off-site ecological compensation set out in the landscape, biodiversity, access and recreation delivery strategy is delivered, and which ensures that any such strategy is maintained for 30 years;

“BNG Opportunity Area” means an area has been identified within land outside of the Site Boundary, located approximately 1km to the west. The BNG Opportunity Area is displayed in **Figure 7-7: Proposed Habitat and Creation Enhancements (Volume 2)**. The provision of these works will be secured by a Section 106 agreement;

“BNG Opportunity Area Delivery Contribution” means a contribution of [[£] to be discussed with LBB and Peabody] to enable the delivery of the BNG Opportunity Area;

“BNG Opportunity Area Management Contribution” means a contribution to the management costs of the BNG Opportunity Area for 30 years from the date that the works to deliver the BNG Opportunity Area are completed;

“Crossness LNR” means the area currently designated as Crossness Local Nature Reserve and as extended pursuant to the DCO;

“Crossness Endowment” means an endowment payment paid by the Applicant at the time of decommissioning of the Proposed Scheme, providing an endowment for the on-going management of the Crossness LNR to cover the remaining period that would have otherwise have been subject to management pursuant to the 1994 Agreement (as defined in the DCO) at the end of the decommissioning of the Proposed Scheme, in a manner determined by LBB;

“Crossness LNR Manager” means the manager of Crossness LNR, currently employed by TWUL;

“Crossness LNR TWUL Land” means those parts of the Crossness LNR, as extended by the DCO, which fall within TWUL’s ownership, and outside of the DCO Order limits;

“date of final commissioning” has the same meaning as in the DCO;

“DCO” means the development consent called the Cory Decarbonisation Project Order; and

“Off-Site Proposals” means the off-suite elements for the delivery of biodiversity net gain and off-site ecological compensation included in the landscape, biodiversity, access and recreation delivery strategy submitted for approval under the DCO, which must either include for delivery of the BNG Opportunity Area, or an Alternative Off-Site Delivery Mechanism or a mixture of both in order to achieve a minimum 10% biodiversity net gain in habitats units as a result of the Proposed Scheme.

## **2.2. ACCESS IMPROVEMENTS**

- 2.2.1. Prior to the date of final commissioning of the Proposed Scheme, the Applicant must pay the Access Improvements Contribution to LBB.
- 2.2.2. LBB must not spend the Access Improvements Contribution for any other purposes other than for the Access Improvements.

## **2.3. CROSSNESS LNR**

- 2.3.1. TWUL will be required to continue to employ the Crossness LNR Manager for the lifetime of the Proposed Scheme, unless otherwise agreed with LBB.
- 2.3.2. TWUL agrees that it will manage the Crossness LNR TWUL Land in accordance with the landscape, biodiversity, access and recreation delivery strategy approved under the DCO.
- 2.3.3. No later than 30 days following approval of the approved landscape, biodiversity, access and recreation delivery strategy, TWUL must notify the Applicant of the estimated increase in its costs in managing the Crossness LNR TWUL Land as a result of changes to the current management of the Crossness LNR that are required by the approved landscape, biodiversity, access and recreation delivery strategy, such costs to include any costs associated with the increased responsibilities of the Crossness LNR Manager, for the first five years of the Proposed Scheme’s operational lifetime.
- 2.3.4. The Agreement will set the process by which this amount is agreed and for the Applicant to pay that amount to TWUL prior to date of final commissioning of the Proposed Scheme.
- 2.3.5. The Applicant covenants to pay the Crossness Endowment to LBB no less than 30 days after the service of the notice of decommissioning on LBB pursuant to the DCO.

## **2.4. BIODIVERSITY NET GAIN AND OFF-SITE ECOLOGICAL COMPENSATION**

- 2.4.1. The Applicant and Peabody covenant to use all reasonable endeavours to enable the delivery of the BNG Opportunity Area to be included as part of the Off-Site Proposals.
- 2.4.2. If the Off-Site Proposals include delivery of the BNG Opportunity Area:

- (a) Following approval of the landscape, biodiversity, access and recreation delivery strategy, the Applicant will make the BNG Opportunity Area Delivery Contribution to Peabody to deliver the BNG Opportunity Area as part of its overall programme of enhancements in the local area.
  - (b) Peabody covenants to deliver the works needed to deliver BNG Opportunity Area prior to the date of final commissioning of the Proposed Scheme, unless applies.
  - (c) No earlier than 2 months prior to completion of the works needed to deliver the BNG Opportunity Area, Peabody shall notify the Applicant of the BNG Opportunity Area Management Contribution amount.
- 2.4.3. The Agreement will set the process by which the BNG Opportunity Area Management Contribution amount is agreed and for the Applicant to pay that amount to Peabody prior to the date of final commissioning of the Proposed Scheme (as defined by the DCO).
- 2.4.4. Peabody will covenant to manage and maintain the BNG Opportunity Area for a period of 30 years from the date that the works to deliver the BNG Opportunity Area are completed.
- 2.4.5. The Applicant must notify Peabody and LBB nine months before it intends to formally notify LBB of the date of final commissioning of the Proposed Scheme as required by the DCO.
- 2.4.6. If the works to deliver the BNG Opportunity Area are not completed by Peabody six months prior to the intended date of final commissioning notified by the Applicant pursuant to 2.4.5:
- Peabody must stop any works it has undertaken on the BNG Opportunity Area and 2.4.4-2.4.5 shall not apply;
  - Peabody must return to the Applicant that part of the BNG Opportunity Area Delivery Contribution not yet expended;
  - the Applicant must re-discharge the DCO Requirement on the landscape, biodiversity, access and recreation delivery strategy to confirm details of the Alternative Off-Site Delivery Mechanism; and
  - the Applicant must then put in place the Alternative Off-Site Delivery Mechanism prior to the date of final commissioning of the Proposed Scheme.
- 2.4.7. If the Off-Site Proposals do not include delivery of the BNG Opportunity Area and/or, the approved landscape, biodiversity, access and recreation delivery strategy indicates that more than the BNG Opportunity Area is required to deliver a 10% biodiversity net gain in habitats units as a result of the Proposed Scheme and/or required off-site ecological compensation, then the Off-Site Proposals must include the Alternative Off-Site Delivery Mechanism, and the Applicant must put in place that Alternative Off-Site Delivery Mechanism prior to the date of final commissioning of the Proposed Scheme.



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