

SLOUGH MULTIFUEL EXTENSION PROJECT

Planning Inspectorate Ref: EN010129

The Slough Multifuel Extension Order

Land at 342 Edinburgh Avenue, Slough Trading Estate, Slough

Document Ref: 9.3 – Section 106 Supplemental Deed of Variation

The Planning Act 2008



Applicant: SSE Slough Multifuel Limited

March 2023 – Deadline 2

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**SUPPLEMENTAL DEED TO EXISTING PLANNING OBLIGATION
RELATING TO LAND AT 342 EDINBURGH AVENUE SLOUGH SL1 4TU**

between

(1) SLOUGH BOROUGH COUNCIL

and

(2) SSE SLOUGH MULTIFUEL LIMITED

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THIS DEED is made on the

day of

2023

BETWEEN:

- (1) **SLOUGH BOROUGH COUNCIL** of St Martins Place, 51 Bath Road, Slough, Berkshire, SL1 3UF 1ND (the “**Council**”)
- (2) **SSE SLOUGH MULTIFUEL LIMITED** of No.1 Forbury Place, 43 Forbury Road, Reading, United Kingdom, RG1 3JH with registered company number 11271136 (the “**Developer**”)

RECITALS

- (A) The Land benefits from the Third Permission, which is a variation of the Second Permission, which is itself a variation of the First Permission. The First Permission and the Second Permission have now been superseded by the Third Permission. The Third Permission permits the development of the Consented Development.
- (B) The Land is subject to the Principal Deed (as varied by the Deed of Variation). The Principal Deed (as varied by the Deed of Variation) applies to the Third Permission by virtue of clause 9.8 of the Principal Deed, which states that it shall apply to variation planning permissions granted pursuant to section 73 of the Act.
- (C) The Council and the parties named therein entered into the Principal Deed (as varied by the Deed of Variation) pursuant to sections 106 and 106A of the Act.
- (D) The Developer holds a leasehold interest in the Land which is registered at the Land Registry under Title Number BK511225.
- (E) The Developer has applied for the DCO which will supplement the Third Permission in respect of development permitted on the Land and allow for the DCO Development to be carried out in addition to the development permitted by the Third Permission.
- (F) The DCO would enable the Developer to extend the Slough Multifuel combined heat and power generating station consented pursuant to the Third Permission to the effect that, once extended, it will have a gross installed capacity of up to 60MW.
- (G) The parties herein have agreed to enter into this supplemental Deed to apply the obligations contained in the Principal Deed (as varied by the Deed of Variation) to the Developer and the DCO Development. The Principal Deed (as varied by the Deed of Variation) applies unvaried, and remains in full force and effect.
- (H) The Council is the local planning authority for the purpose of the Act for the area in which the Land is situated and considers it expedient in the interests of proper planning of its area that the Developer should enter into this Deed in order to be bound by the obligations contained in the Principal Deed (as varied by the Deed of Variation).
- (I) The Council is the authority by whom the planning obligations contained in this Deed and in the Principal Deed (as varied by the Deed of Variation) are enforceable.

1. INTERPRETATION

1.1 In this Deed, all words and expressions defined in the Principal Deed (as varied by the Deed of Variation) shall have the same meaning in this Deed save where expressly stated in this Deed.

1.2 The headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Deed.

1.3 All references in this Deed to clauses in the Principal Deed (as varied by the Deed of Variation) are to clauses within the Principal Deed (as varied by the Deed of Variation) as varied by this Deed.

1.4 In this Deed the following terms and expressions have the following meanings:-

"Consented Development" means the Slough Multifuel Facility permitted pursuant to the Third Permission;

"DCO" means the Slough Multifuel Extension Order granted pursuant to the DCO Application;

"DCO Application" means the application made under section 37 of the Planning Act 2008 submitted on behalf of SSE Slough Multifuel Limited to the Planning Inspectorate on 30 September 2022 and given reference number EN010129;

"DCO Commencement" means the date on which development authorised by the DCO is commenced pursuant to the DCO;

"DCO Development" means development carried out pursuant to the DCO;

"Deed of Variation" means the agreement dated 17 November 2020 made between: Slough Borough Council (1) Slough Trading Estate Limited (2) Fibre Power (Slough) Limited (3) Slough Utility Services Limited (4) Intertrust Trustee 2 (Jersey) Limited (5) Intertrust Corporate Trustee (Jersey) Limited (6) SSE Generation Limited (7) appended to this Deed at Appendix 1;

"First Application" means the planning application made by the First Developer dated 6 October 2014 and given the reference number P/00987/024 for the demolition of redundant plant and buildings and development of a multifuel combined heat and power generating station of up to 50 megawatts including an enclosed tipping hall; fuel storage bunker and blending facility; boiler house with combustion grate/s, boiler/s and auxiliary equipment; flue gas treatment plant/s; turbine hall with condensing steam turbine; ash and residue handling facilities; erection of a new south chimney stack (up to 90 metres height) or extension of existing south chimney stack (up to 85 metres height); plant, associated development and alterations to site access;

"First Developer" means SSE Generation Limited with company registration number 02310571;

"First Permission" means the planning permission granted with reference P/00987/024 dated 2 June 2017 pursuant to the First Application;

"Principal Deed" means the agreement dated 4 May 2017 made between: Slough Borough Council (1) Slough Trading Estate Limited (2) Fibre Power (Slough) Limited, Slough Utility Services Limited, Intertrust Corporate Trustee (Jersey) Limited and Intertrust Trustee (Jersey) Limited (3) SSE Generation Limited (4) relating to the development permitted by the First Permission as amended by the Second Permission and Third Permission appended to this Deed at Appendix 1;

“Second Application” means the planning application made by the First Developer dated 20 September 2019 and given the reference number P/00987/035 for the variation of the First Permission;

“Second Permission” means the planning permission granted with reference P/00987/035 dated 3 March 2020 pursuant to the Second Application;

“Third Application” means the planning application made by the First Developer dated 26 October 2021 and given the reference number P/00987/051 for the variation of the Second Permission;

“Third Permission” means the planning permission granted with reference P/00987/51 dated 1 February 2022 pursuant to the Third Application;

2. LEGAL EFFECT

- 2.1 This Deed is made under Sections 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of Localism Act 2011 and all other enabling powers.
- 2.2 The obligations, restrictions and covenants contained in this Deed are planning obligations for the purpose of Section 106 of the Act and are enforceable by the Council against the Developer and each of their successors in title to each and every part of the Land and their assigns and all parties deriving title from the Developer or their successors in title.
- 2.3 The parties hereto agree that, save as supplemented by this Deed, the Principal Deed (as varied by the Deed of Variation) shall continue in full force and effect.

3. CONDITIONALITY

- 3.1 Subject to Clause 3.2, the provisions of this Deed shall come into effect immediately upon completion of this Deed.
- 3.2 Clauses 4 and 5 of this Deed are conditional upon and shall have no effect until DCO Commencement.

4. THE DEVELOPER’S COVENANTS

- 4.1 The Developer covenants to observe and perform the covenants, restrictions and obligations of the First Developer contained in the Principal Deed (as varied by the Deed of Variation) in respect of the Development as though this includes a reference to the DCO Development.

5. ACKNOWLEDGEMENT

- 5.1 The Council acknowledges that the obligations contained in:
 - 5.1.1 clause 4.1(c) (payment of the monitoring charge)
 - 5.1.2 clause 4.1(e) (payment of legal costs)
 - 5.1.3 Schedule 1, paragraph 1.1 (commencement notice)
 - 5.1.4 Schedule 1, paragraphs 2.1 – 2.5 (contributions)
 - 5.1.5 Schedule 1, paragraph 8.1 – 8.3 (construction environment management plan)
 - 5.1.6 Schedule 1, paragraph 9.1 (employment and skills plan submission and monitoring fee)
 - 5.1.7 Schedule 1, paragraph 10.1 – 10.2 (cooling towers repainting plan and timetable)

of the Principal Deed (as varied by the Deed of Variation) have been discharged and do not need to be satisfied further.

6. COSTS

6.1 The Developer covenants to pay the Council's reasonable legal costs incurred in the negotiation, preparation and settlement of this Deed on or before the execution of this Deed.

7. RIGHTS OF THIRD PARTIES

7.1 The parties hereto intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed save for the successors in title to the parties and in the case of the Council the successor to its respective statutory functions.

8. POWERS OF THE COUNCIL

8.1 Nothing contained or implied in this Deed shall prejudice or affect or otherwise fetter the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders regulations or power in the exercise of their functions as a local authority.

9. COUNTERPARTS

This Deed may be executed in two or more counterparts, each of which when executed this and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

APPENDIX 1: PRINCIPAL DEED AND DEED OF VARIATION

IN WITNESS whereof the parties hereto have executed this Deed as a deed the day and year first before written

EXECUTED as a Deed by affixing the common seal of
SLOUGH BOROUGH COUNCIL

in the presence of:
.....

EXECUTED as a Deed by
SSE SLOUGH MULTIFUEL LIMITED
by a Director in the presence of a witness:

.....
Director

.....
PRINT NAME

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: