

# **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**

May 2023 – Deadline 5

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<b>Signed</b>	KA	<b>Date</b>	26.05.23
<b>Document Owner</b>	CMS		

DATE:

24<sup>th</sup> May

2023

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

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between

**(1) SLOUGH BOROUGH COUNCIL**

and

**(2) SSE SLOUGH MULTIFUEL LIMITED**

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THIS DEED is made on the 24<sup>th</sup> day of May 2023

**BETWEEN:**

- (1) **SLOUGH BOROUGH COUNCIL** of Observatory House, 25 Windsor Road, Slough, SL1 2EL (the "Council")
- (2) **SSE SLOUGH MULTIFUEL LIMITED** (Company Registration Number 11271136) of No.1 Forbury Place, 43 Forbury Road, Reading, United Kingdom, RG1 3JH (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 The First Permission and the Second Permission have now been superseded by the Third Permission.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 obligations, covenants and restrictions contained in 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 Deed to ensure the obligations, covenants and restrictions contained in the Principal Deed (as varied by the Deed of Variation) apply 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 the proper planning of its area that the Developer should enter into this Deed in order to be bound by the obligations, covenants and restrictions contained in the Principal Deed (as varied by the Deed of Variation) with the intention that the obligations, covenants and restrictions contained in the Principal Deed (as varied by the Deed of Variation) may be enforced by the Council against the Developer and any person deriving title from the Developer save as otherwise expressly excluded under 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) .

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 the Developer 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 Clause 4 of this Deed is conditional upon and shall have no effect until DCO Commencement.

## **4. THE DEVELOPER'S COVENANTS**

4.1 Subject to clauses 3.2 and 5 of this Deed, 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) relating to the Consented Development as though the Consented Development 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.



**APPENDIX 1: PRINCIPAL DEED AND DEED OF VARIATION**

DATED 4 May 2016

(1) SLOUGH BOROUGH COUNCIL

-and-

(2) SLOUGH TRADING ESTATE LIMITED

-and-

(3) FIBRE POWER (SLOUGH) LIMITED, SLOUGH UTILITY SERVICES LIMITED, ~~ELIAN~~ COPPORATE TRUSTEE (JERSEY) LIMITED AND ~~ELIAN~~ TRUSTEE (JERSEY) LIMITED

-and-

(4) SSE GENERATION LIMITED

Agreement pursuant to section 106 of the Town and Country Planning Act 1990 as amended

Relating to land at 342 Edinburgh Avenue, Slough, SL1 4TU

**Head of Legal Services**  
**Slough Borough Council**  
**St Martins Place**  
**51 Bath Road**  
**Slough**  
**Berkshire**  
**SL1 3UF**

**Council Reference**  
Legal: LM/016292(PL)  
Client: Planning/P/00987/024

**Authority**  
Committee: Planning Committee 8<sup>th</sup> January 2015



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THIS DEED is made

A

day of

May

2016

**BETWEEN:**

- (1) **SLOUGH BOROUGH COUNCIL** of St Martins Place, 51 Bath Road, Slough, Berkshire, SL1 3UF ("the Council");
- (2) **SLOUGH TRADING ESTATE LIMITED** of Cunard House 15 Regent Street London SW1Y 4LR and whose Registered Company Number is 01184323 ("the Owner");
- (3) **FIBRE POWER (SLOUGH) LIMITED** of 55 Vastern Road Reading Berkshire RG1 8BU and whose Registered Company Number is 02902170, **SLOUGH UTILITY SERVICES LIMITED** of 55 Vastern Road Reading Berkshire RG1 8BU and whose Registered Company Number is 03486590, <sup>intertrust</sup> **ELIAN CORPORATE TRUSTEE (JERSEY) LIMITED** (formerly known as <sup>Elian</sup> Ogier Corporate Trustee (Jersey) Limited) of 44 Esplanade St Helier Jersey JE4 9WG and whose Registered Company Number is 78260 and <sup>intertrust</sup> **ELIAN TRUSTEE (JERSEY) LIMITED** (formerly known as <sup>Elian</sup> Ogier-Trustee (Jersey) Limited) of 44 Esplanade St Helier Jersey JE4 9WG and whose Registered Company Number is 33302 (together "the Tenant"); and
- (4) **SSE GENERATION LIMITED** whose registered address is 55 Vastern Road, Reading, Berkshire RG1 8BU and whose Registered Company Number is 02310571 ("the Developer").

**WHEREAS:**

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated.
- (B) The Council is the Housing, Highway, and Education Authority for the area within which the Land is situated.
- (C) The Council is the authority by whom the planning obligations contained in this Agreement are enforceable.
- (D) The Owner holds the freehold title to the Land which is registered at the Land Registry under Title Numbers BK410618, BK349559, BK331441 and BK382022 and enters into this Agreement to consent to its terms.
- (E) The Tenant holds various leasehold interests in the Land which are registered at the Land Registry under Title Numbers BK20168, BK420169, BK420176, BK420177 and BK420178.

- (F) The Tenant is a member of the Developer's Group of Companies and has agreed to enter into this Agreement and to provide a covenant to comply with the terms of this Agreement..
- (G) The Developer has by the Application applied to the Council for planning permission to develop the Land that is the subject of the Application.
- (H) The Council considers it expedient in the interests of proper planning of its area and having regard to all other material considerations that provision should be made for regulating the Development contained in the planning permission in the manner set out in this Agreement.
- (I) The Council is prepared to grant the Planning Permission pursuant to the Application subject to the prior completion of this Agreement.

**IT IS AGREED AS FOLLOWS:**

**1 Interpretation**

In this Agreement the following words (arranged in alphabetical order) begin with a capital letter and have the following meaning, unless the context otherwise requires:

<b>"Act"</b>	means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force;
<b>"Action Plan"</b>	means a series of time-bound actions that are identified and implemented by the Developer so that the Travel Plan's Modal Shift targets can be achieved;
<b>"Agreement"</b>	means this planning agreement made by Deed pursuant to section 106 of the Act;
<b>"Air Quality Contribution"</b>	means the sum of £110,000.00 (one hundred and ten thousand pounds);
<b>"Application"</b>	means the planning application made by the 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;
<b>"Apprentice"</b>	means a person who fulfils requirements of and participates in an apprenticeship scheme, works alongside experienced staff, gains job-specific skills related to construction, operation and/or maintenance earns a wage, gets holiday pay, studies towards a related qualification (usually one day a week) in NVQ level 2 or above and areis employed for a minimum of 12 months;
<b>"Apprenticeship Agreement"</b>	means an apprenticeship agreement entered into pursuant to and in accordance with the requirements of the Employment and Skills Plan;
<b>"Apprenticeship Scheme"</b>	means the Developer's scheme as detailed in the Employment and Skills Plan and prepared in accordance with the Construction Apprenticeship Scheme as administered by the Construction Industry Training Board or equivalent) to provide a minimum of 5 (five) apprenticeships in (including but not limited to) construction, construction management or mechanical/electrical/controls or equivalent or project management fields including operations and maintenance;
<b>"Baseline Survey"</b>	means a TRICS SAM Survey undertaken within six months of the Commissioning of the Development;
<b>"Borough"</b>	means Slough Borough Council;
<b>"Commencement of Development"</b>	means commencement of Development as defined by section 56 of the Act and which for the avoidance of doubt shall not include the Permitted Preliminary Works and the terms "Commence" and "Commenced" shall be construed accordingly;
<b>"Commencement Notice"</b>	means written notice given by the Developer to the Council providing five Working Days', advance notice that the Commencement of Development is due to take place and specifying the date of intended Commencement of Development;



<p><b>“Commissioning of the Development”</b></p>	<p>means the Completion of the operability tests including all testing of the systems and components of the Development in order to verify that they function in accordance with the design objectives, specifications and operational requirements of the Developer and are deemed to be commercially operable “commission” and other cognate expressions in relation to the Development shall be construed accordingly;</p>
<p><b>“Completion”</b></p>	<p>means the practical completion of any works referred to in a particular clause or clauses of this Agreement or as the context may allow and the terms “Complete” and “Completed” shall be construed accordingly;</p>
<p><b>“Construction Apprenticeship Scheme Contribution”</b></p>	<p>means the sum of £81,000.00 (eighty-one thousand pounds);</p>
<p><b>“Construction Environmental Management Plan”</b></p>	<p>means the plan to manage and mitigate potential impacts of the construction of the Development containing the principles set out in Appendix B1 to the environmental statement;</p>
<p><b>“Construction Environmental Management Plan Monitoring Fee”</b></p>	<p>means a one off payment of £3,000.00 (three thousand pounds);</p>
<p><b>“Construction Phase”</b></p>	<p>means the period of construction of the Development from Commencement of Development until Commissioning of the Development;</p>
<p><b>“Contribution(s)”</b></p>	<p>means the Air Quality Contribution, the Apprenticeship Contribution, the Environmental Improvement Contribution and the Traffic Safety Contribution jointly or any one of them as the context may require;</p>
<p><b>“Cooling Towers”</b></p>	<p>means the cooling towers on the land shown edged blue on the Plan;</p>
<p><b>“Designated Routes”</b></p>	<p>means those routes for HGVs shown tinted green, black and purple respectively on the Route Map and further described as:</p> <p><b>Route 1</b> – Farnham Road from the M40 Junction 2 (nights only) then arriving via Edinburgh Avenue (green);</p> <p><b>Route 2</b> – Junction 6 of the M4, using Tuns Lane and either Farnham Road or Leigh Road (via Bath Road), then either</p>

	<p>Edinburgh Avenue (via Liverpool Road) or Buckingham Avenue (black);</p> <p><b>Route 3</b> – Junction 7 of the M4, using the A4 Bath Road, then either Dover Road or Leigh Road and then either Buckingham Avenue or Edinburgh Avenue (via Fairlie Road or Liverpool Road) (purple);</p>
<b>"Development"</b>	means development of the Land proposed by the Application and permitted by a Planning Permission granted pursuant to the Application;
<b>"Employment and Skills Plan"</b>	means the Developer's written plan to provide the Apprenticeship Scheme and local employment opportunities submitted to and approved by the Council prior to Commencement of Development and in the form attached at Schedule 7.7;
<b>"Employment and Skills Plan Monitoring Fee"</b>	means a one off payment of £4,000.00 (four thousand pounds);
<b>"Environmental Improvement Contribution"</b>	means the one off payment of £120,000.00 (one hundred and twenty thousand pounds);
<b>"Euro VI Standards"</b>	means the European Commission's emissions standards for heavy goods vehicles under EU Regulation 595/2009 (as amended) ;
<b>"Existing Heat Infrastructure Network"</b>	means a combination of buried and above ground network of heat distribution pipes owned by the Developer (or a Group Company) in and around the Land as in situ at the date of this Agreement;
<b>"Final Travel Plan"</b>	means an updated Travel Plan agreed with the Council, which includes targets that have been agreed with the Council;
<b>"Future Heat Infrastructure Network"</b>	means the expansion of the Existing Heat Infrastructure Network and/ or the development of a network of heat distribution pipes owned by the Developer (or a Group Company) within the administrative boundary of Slough Borough Council;
<b>"Group Company"</b>	means in relation to a company, that company or any holding company or subsidiary being a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;

<b>"HGV"</b>	means the heavy goods vehicles carrying bulk materials including waste fuels, reagents and ash residues as more particularly provided for within the HGV Movement Report;
<b>"HGV Movements"</b>	means those movements to or from the Land by HGVs;
<b>"HGV Movement Reports"</b>	<p>means a report produced by the Developer every calendar year identifying:</p> <ul style="list-style-type: none"> <li>• the numbers and times of HGV Movements;</li> <li>• the frequency of movements of HGVs via each of the Designated Routes;</li> <li>• the average payload per movement;</li> </ul>
<b>"Index-Linked/Linking"</b>	<p>means the recalculation of any payment specified in this Agreement by applying the following formula:</p> $\frac{A \times B = D}{C}$ <p>Where:</p> <p>A = the payment specified in this Agreement in pounds sterling;</p> <p>B = the figure shown in the RPIX for the month last published prior to the date of the payment to be made under this Agreement;</p> <p>C = the figure shown in the RPIX for the month immediately prior to the date of this Agreement; and</p> <p>D = the recalculation sum in pounds sterling payable under this Agreement or if the RPIX shall cease to be compiled or the formula shall otherwise be incapable of operation then such other equivalent means as shall be proposed by the Owner or to recalculate such payment with the intent that it shall have like effect and be approved by the Council;</p>
<b>"Interest"</b>	means the rate of interest being 8% above the base lending rate of Lloyds Bank plc from time to time in force, such interest to be apportioned on a daily basis;
<b>"Land"</b>	means the land known as 342 Edinburgh Avenue, Slough, Berkshire SL1 4TU shown for the purposes of identification only as edged blue on the Plan;

<b>"Local Employment and Skills Agency"</b>	means the local Jobcentre Plus, employment service providers, voluntary and community sector training providers and careers service providers, including Slough Aspire, East Berkshire College and such other agency as may be approved in writing by the Council;
<b>"Material Operation"</b>	means any operation as defined in section 56(4) of the Act but not including the Permitted Preliminary Works;
<b>"Minor Application Works"</b>	means the development proposed by the Developer under application number P/00987/25;
<b>"Modal Shift Targets"</b>	means the change in the proportion of persons travelling to and from the Land using more sustainable modes of transport other than driving a car alone (where walking, cycling, the use of public transport or car sharing are more sustainable than driving a car alone);
<b>"Monitoring Charge"</b>	means a one off payment of £2,500.00 (two thousand five hundred pounds) towards the Council's officer costs of monitoring compliance with the obligations contained in this Agreement;
<b>"Night Time"</b>	means the hours between 23:00hrs to 07:00hrs;
<b>"Operational Phase"</b>	means the period from Commissioning of the Development through to the first 3 years of the operational lifetime of the Development;
<b>"Payment Notice"</b>	means the notice of payment found annexed at Schedule 4 to this Agreement;
<b>"Peak Hours"</b>	means the hours between 07:30hrs to 09:30hrs and 16:30hrs to 18:30hrs;
<b>"Permitted Preliminary Works"</b>	means site clearance work, survey work, archaeological field work, investigations for the purposes of assessing ground conditions, remedial work in respect of contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary means of enclosure, the preparation of facilitates for the use of the contractor, the temporary display of site notices and advertisements, the provision of site security and any other works agreed by the Council;
<b>"Plan"</b>	means the plan referred to in this Agreement and found

	annexed at Schedule 2 and numbered DWD/7784/01;
<b>"Planning Permission"</b>	means a planning permission for the Development in substantially the draft form annexed in Schedule 3;
<b>"Remedial Measures"</b>	<p>means the measures intended to achieve Modal Shift Targets when Travel Plan targets have not been achieved within the specified timeframe together with a timetable for the implementation of such measures including any of the following measures as may be reasonable and appropriate in the circumstances having proper regard to the measures already implemented:</p> <p>(a) re-issue of travel information pack to staff;</p> <p>(b) revision of web / intranet travel pages;</p> <p>(c) further promotion of the cycle hire Slough scheme to staff;</p> <p>(d) further promotion of the Slough car share scheme to staff;</p> <p>(e) further provision of car share bays if there is demand for such bays;</p> <p>(f) internal newsletters / promotions to highlight local travel initiatives available to employees;</p> <p>(g) promotion of travel 'apps' and journey planning tools available;</p> <p>(h) further promotion of cycle salary sacrifice scheme for staff; and</p> <p>(i) further promotion of bus salary sacrifice scheme for staff;</p>
<b>"RPIX"</b>	means the definition afforded from time to time by the Office for National Statistics and for the avoidance of doubt is the figure shown as the Retail Prices Index Excluding Mortgage Interest Payments (RPIX) published by the Office of National Statistics every month;
<b>"Route Map"</b>	means the plan annexed at Schedule 2;
<b>"SAM"</b>	means the SAM (Standard Assessment Monitoring) which is a system of monitoring and assessing the effectiveness of Travel Plans using TRICS methods;
<b>"Section 73 Application"</b>	means an application made pursuant to section 73 of the Act to amend or remove a condition within either the Permission or a planning permission granted pursuant to an earlier

	application made pursuant to section 73 of the Act;
<b>"Slough Aspire"</b>	means a private public partnership between the Council, East Berkshire College and SEGRO;
<b>"Specified Date"</b>	means any date specified or discernible under this Agreement as the date upon which any obligation arising under this Agreement is required to be performed (and (in respect of any obligation to pay money) the date upon or by which such payment falls due;
<b>"Traffic Safety Contribution"</b>	means the sum of £125,000.00 (one hundred and twenty-five thousand pounds);
<b>"Travel Plan"</b>	means the long-term management strategy for operational staff of the Development that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed, which involves the development of agreed and explicit outcomes, linked to an appropriate package of measures, aimed at encouraging more sustainable travel;
<b>"Travel Plan Annual Monitoring Report"</b>	means the report which the Developer must submit to the Council annually during the Travel Plan Monitoring Period, in the template form attached at Schedule 6 such report to include details of measures implemented, actions undertaken, survey results, progress against targets, and a revised Action Plan for future years;
<b>"Travel Plan Monitoring Contribution"</b>	means the sum of £3,000.00 (three thousand pounds) to cover the Council's costs for administering the requirements for surveys and for reviewing the monitoring reports and the Developer's compliance with the terms of the Travel Plan. For the avoidance of doubt this does not include the undertaking of the monitoring itself;
<b>"Travel Plan Coordinator"</b>	means the person/s to be appointed by the Developer who shall act as Coordinator of the Travel Plan and shall be responsible for the implementation, monitoring and progress review of the Travel Plan for a period of five years from the Commissioning of the Development in order to achieve the Travel Plan objectives;
<b>"Travel Plan Monitoring"</b>	means the Travel Plan monitoring to be undertaken by the Developer and submitted to the Council, as specified in the

	approved Travel Plan and including the TRICS and SAM Surveys and Monitoring Reports;
<b>"Travel Plan Guidance Checklist"</b>	means the guidance document at Schedule 5;
<b>"Travel Plan Monitoring Period"</b>	means the period of five years from the date of Commissioning of the Development, representing the minimum period during which the Travel Plan will be monitored;
<b>"TRICS"</b>	means the TRICS (Trip Rate Information Computer System) system records trip generation from developments;
<b>"TRICS SAM Survey"</b>	means the TRICS SAM Survey funded by the Developer to be undertaken independently in accordance with the TRICS SAM Survey requirements (Procedures and costs can be found at: <a href="http://www.trics.org/sam/">http://www.trics.org/sam/</a> );
<b>"Working Day"</b>	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory Bank Holiday.

1.2 Where the context so requires:

- (a) References to clauses and schedules are unless otherwise stated references to clauses and schedules to this Agreement and headings to clauses of this Agreement do not affect the interpretation or construction of this Agreement;
- (b) Words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- (c) References to any party shall include the successor(s) in title of that party and the covenants, restrictions, obligations and liabilities of the Developer as comprising more than one person are joint and several; and
- (d) The planning obligations herein shall be enforceable by the Council against the Tenant and the Developer and its successors and assigns as if those persons had been an original covenanting party in respect of that interest for the time being held by it PROVIDED ALWAYS that:
  - (i) Any covenant contained herein whereby the relevant party is to do an act or thing shall also be construed as if it were also a covenant to do to cause procure or permit and to suffer to be done such act or thing to be done;

- (ii) Any covenant contained herein whereby the relevant party is not to do an act or thing shall also be construed as if it were also a covenant not to cause not to permit and not to suffer to be done such act or thing to be done;
- (iii) References to any statute include all regulations, orders, directions and other instruments made under that statute and any statute, regulation, order, direction or other instrument amending consolidating or replacing it in force from time to time; and
- (iv) Where any approval consent agreement or the like is required to be given pursuant to the terms of this Agreement it shall be in writing and no party shall unreasonably withhold or delay any such approval consent agreement or the like provided that nothing herein shall fetter the statutory rights powers or duties of the Council.

## **2 Legal Effect**

- 2.1 This Agreement is made pursuant to section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers to the intent that it shall bind the Developer and the Tenant and its successors in title to its leasehold interests to each and every part of the Land and its assigns and all persons deriving title from the Tenant or its successors and assigns.
- 2.2 The covenants, restrictions and requirements imposed upon the parties under this Agreement create planning obligations pursuant to section 106 of the Act and are enforceable by the Council as a local planning authority.
- 2.3 Subject to the provisions of clause 3 and the obligations contained in Schedule 1, this Agreement shall take effect upon the date of this Agreement.
- 2.4 This Agreement does not fetter the statutory rights, powers and duties of the Council.
- 2.5 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **3 Conditionality**

With the exception of clause 2, clause 3, clause 5, clause 6, clause 7, clause 9, clause 10, clause 11, clause 12 and clause 15 (which take effect immediately) this Agreement is conditional on the grant and issue of Planning Permission.

## **4 Parties' Obligations**

- 4.1 The Developer and the Tenant covenant with the Council:



- (a) within fourteen Working Days of disposing of its interest in the Land to provide the Council with full details of the person acquiring that interest and an address for service;
- (b) not to carry out or permit the carrying out of a Material Operation on any part of the Development before the Developer has served the Commencement Notice;
- (c) to pay the Monitoring Charge to the Council upon the Commencement of Development;
- (d) to pay any reasonable and proper legal and other professional costs reasonably and properly incurred by the Council in enforcing the performance of the Developer's obligations under the Agreement within twenty Working Days of written demand by the Council;
- (e) on completion of this Agreement to pay the Council's reasonable and proper legal costs incurred in the negotiation, preparation and execution of the Agreement and any other reasonable and proper professional costs associated therewith including any VAT thereon and disbursement properly incurred in the negotiation of the Agreement; and
- (f) to observe and perform the restrictions and obligations set out in Schedule 1 of this Agreement.

4.2 The Council covenants with the Developer:

- (a) on application to issue written confirmation of compliance or partial compliance (where appropriate) with the planning obligations contained in this Agreement; and
- (b) to observe and perform the obligations set out to be on its part contained in Schedule 1 in this Agreement.

**5 Dispute Resolution**

- 5.1 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or in connection with this Agreement which the parties fail to resolve following a reasonable period (of not less than fifteen Working Days) of negotiation may be referred to the decision of a single arbitrator to be agreed by the parties or failing such agreement within fourteen days of notification of a dispute, to be nominated (on the application of one of the parties) by the president for the time being of the Royal Institute of Chartered Surveyors and any such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996.
- 5.2 The persons calling for the determination shall make written submission to the arbitrator and the other parties within ten Working Days of his appointment.

5.3 The arbitrator shall make directions as to a timetable for presentation of evidence and the other parties shall have twenty-one Working Days from receipt or such extended period as the arbitrator shall allow to respond.

5.4 The arbitrator's decision shall be in writing and give reasons for his decisions.

5.5 The arbitrator's fees shall be met by the person calling for the determination unless the other party is found by the arbitrator to have acted unreasonably, in which case the other party shall meet such costs and reimburse any arbitrator's fees already paid by the other party.

## **6 Notices**

6.1 All notices served pursuant to this Agreement shall be in writing and shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

6.2 Any notice served pursuant to this Agreement shall cite the number and clause of the Agreement to which it relates and in the case of notice to the Council the planning reference number for the Development.

## **7 Local Land Charge**

This Agreement is a local land charge and shall be registered as such by the Council in the Register of Local Land Charges.

## **8 Payments**

8.1 The Developer agrees that:

(a) the Contributions (with the exception of the Monitoring Charge) payable under this Agreement shall be Index-Linked;

(b) the payment of any Contribution under this Agreement shall be taken to include the actual Contribution payable including any amount for Index-Linking and also if due of any Interest;

(c) in the event that any Contribution or part thereof is not paid by the Specified Date then Interest shall be due on the sum outstanding and shall be apportioned on a daily basis from the Specified Date to date of actual payment;

(d) notwithstanding that the Developer and/or Tenant shall pay Interest on the Index-Linked sum as calculated pursuant to clause 8.1(d) above, the Developer and/or Tenant shall also be responsible for the amount of Index-Linking between the Specified Date to the date of

actual payment even though that additional Index-Linking attracts no Interest; and

(e) any Interest paid will not form part of the Contribution due and will belong to the Council.

8.2 Any payments due to the Council under the terms of this Agreement shall be paid accompanied by the Payment Notice and monies shall be sent to the Council by means of telegraphic transfer.

## **9 Cessation and Liability**

9.1 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity illegality or unenforceability shall not effect the validity or enforceability of the remaining provisions of this Agreement.

9.2 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.

9.3 The cessation of this Agreement shall not affect the liability of any party for any earlier breach.

9.4 Save for the indemnity given to the Owner by the Developer and the Tenant pursuant to clause 15 below, no person shall be liable for any breach of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the part of the Land affected by the breach arising prior to parting with such interest.

9.5 Subject always to Clauses 9.6 and 9.7 insofar as different parts of the Land are owned or become owned by different persons the Tenant covenants with the Council that each such person who owns an interest in the Land shall cooperate in the adherence and discharge of the obligations herein contained insofar as they are able with all other persons holding an interest in the Land and shall do anything reasonably necessary so as to ensure that the covenants insofar as they relate to or affect each party's respective interest in the Land herein expressed to be made on behalf of 'the Developer' are fulfilled.

9.6 The covenants contained in this Agreement shall not be enforceable against any statutory undertakers in relation to any parts of the Land acquired by them for electricity substations, gas governor stations or pumping stations.

9.7 No waiver (whether express or implied) by the Council of any breach of or default by the Developer in performing or observing any of the terms of or covenants, obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from

enforcing any of the said terms, covenants, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Developer.

9.8 This Agreement shall apply to development carried out pursuant to a planning permission granted pursuant to a Section 73 Application and that all references within this Agreement to the Permission shall be construed accordingly in the circumstances.

9.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

## **10 Miscellaneous**

10.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of VAT properly payable in respect thereof.

10.2 If VAT becomes payable on payments made under this Agreement that VAT will be additional to the sums required provided that the paying party will be entitled to valid VAT receipts in respect of any vatable supplies properly incurred under this Agreement.

10.3 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10.4 Without prejudice to the Council's statutory rights of entry, the Tenant shall permit the Council and its authorised employees and agents upon reasonable written notice to enter on the Land at all reasonable times for the purposes of verifying whether or not the obligations arising hereunder have been performed or observed PROVIDED THAT for the avoidance of doubt, in exercising any such rights of entry, the Council shall be required to comply with the Tenant's proper health and safety standards and practices (as may from time to time apply).

10.5 In the event of the planning obligations contained in this Agreement being modified a note or memorandum therefore shall be endorsed on this Agreement.

10.6 The Developer and the Tenant (jointly and severally) warrant to the Council that it (respectively) has the full power and authority to enter into this Agreement and that there is no person having a charge or any other interest in part of the Land as appropriate whose consent is necessary to make this Agreement binding on the Land and all estates and interests therein.

## **11 Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England.

**12 General**

The Developer, the Tenant and the Council hereto agree that:

- 12.1 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council in the exercise of any statutory function.
- 12.2 Nothing in this Agreement fetters or restricts the exercise by the Council of any of their powers.
- 12.3 This Agreement constitutes a Deed and is made pursuant to the provisions of section 106 of the Act.
- 12.4 The obligations contained at Clause 4 and Schedule 1 of this Agreement are planning obligations for the purpose of section 106 of the Act shall be enforceable by the Council as local planning authority.

**13 Tenant's Obligation**

- 13.1 The Tenant declares that its leasehold interests in the Property shall be bound by the terms of this Agreement and covenants (in the Developers default) to comply with the various obligations upon the Developer as herein contained.

**14. Owner Consent**

The Owner hereby consents to the Developer and Tenant entering into this Agreement and to the Tenant's leasehold interests in the Land being bound by the covenants in this Agreement. Should the Owner forfeit the Tenant's leases or take possession of the Land before the planning obligations contained in this Agreement have been performed in full (and subject to the Tenant not being granted relief from forfeiture by a Court) the Owner agrees to be bound by those provisions of this Agreement which are binding on the Tenant.

**15. Indemnity to Owner**

The Developer and the Tenant (jointly and severally), covenant with the Owner to perform the obligations imposed on the Owner by this Agreement and to indemnify the Owner and keep the Owner indemnified against all payments costs claims proceedings expenses demands and any other liabilities arising under this Agreement by virtue of the covenants on the part of the Developer the Tenant and the Owner contained in this Agreement and against all other reasonable professional costs and expenses suffered or incurred by the Owner arising out of or in connection with the terms of this Agreement.

In Witness whereof the parties hereto have executed this Deed on the day and year first before written

Executed as a deed by affixing )  
the Common Seal of )  
Slough Borough Council )  
in the presence of: )



374/3

Amardip Healy (Authorised Officer)  
Head of Legal Services



Executed as a deed by )  
**SLOUGH TRADING ESTATE LIMITED** )  
acting by )  
a director, in the presence of )



Signature of Witness:...

Name (IN BLOCK CAPITALS): ALISON COOK

Address: Sl...

Sl...

Signed as a deed by )  
**FIBRE POWER (SLOUGH) LIMITED** )  
acting by )  
a director, in the presence of )



Signature of

Name (IN BLOCK CAPITALS): ASHLEY COMERFORD

Address: SSE...

...

...

Occupation: BUSINESS DEVELOPMENT MANAGER

Signed as a deed by  
SLOUGH UTILITY SERVICES LIMITED  
acting by  
a director, in the presence of

)  
)  
)  
)  
)  
*Geoffrey Hastings*

Signature of Witness: *Ashley Cumerford*

Name (IN BLOCK CAPITALS): ASHLEY CUMERFORD

Address: SSE, 200 PUNKELD ROAD

PERTH

PHILZAO

Occupation: BUSINESS DEVELOPMENT MANAGER

*INTEREST*  
*[Signature]*

Signed as a deed by  
ELIAN TRUSTEE (JERSEY) LIMITED  
acting by  
a director, in the presence of

)  
)  
)  
)  
)  
*[Signature]*

Signature of Witness: *Nicola Heffernan*

Name (IN BLOCK CAPITALS): Nicola Heffernan

Address: 44 Esplanade

St Heller

Jersey

JE4 9WG

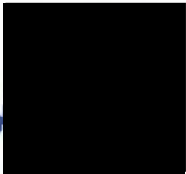
Occupation: Assistant Manager

**Lawrie Cunningham**  
~~Alternate Director~~

*[Signature]*

Jane Strammers  
Director

*Interchange*



Jane Stammers  
Director

Signed as a deed by )  
**ELIAN CORPORATE TRUSTEE (JERSEY)** )  
**LIMITED** acting by )  
a director, in the presence of )



Lawrie Cunningham  
~~Alternate Director~~

Signature of Witness:

Name (IN BLOCK CAPITALS):

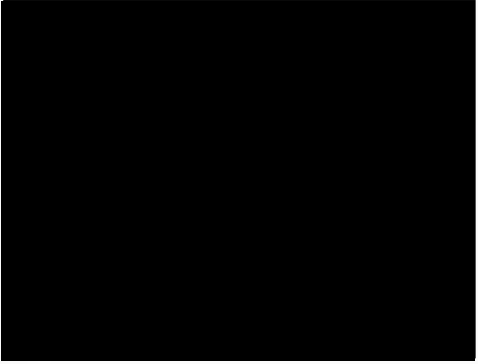
Address:

[Redacted]

[Redacted]

Occupation: *Assistant Manager*

Signed as a deed by )  
**SSE GENERATION LIMITED** )  
acting by )  
a director, in the presence of )



Signature of Witness:

Name (IN BLOCK CAPITALS):

Address:

*K. M.*

Occupation: *Personal Assistant*





Schedule 1

The Developer's Covenants

**The Developer's Covenants**

**1. Commencement Notice**

1.1 The Developer covenants with the Council to give the Council the Commencement Notice.

1.2 In the event the Commencement Notice has not been received by the Council the Council shall set the date that it reasonably believes to have been the date of Commencement of Development.

**2. Contributions**

The Developer covenants with the Council to pay to the Council the following Contributions in the manner stated:

2.1 Air Quality Contribution

The Air Quality Contribution shall be paid prior to the Commencement of Development;

2.2. Environmental Improvement Contribution

The Environmental Improvement Contribution shall be paid prior to the Commencement of Development;

2.3. Traffic Safety Contribution

The Traffic Safety Contribution shall be paid prior to the Commencement of Development.

2.4 The Developer covenants that all payments of the Contributions shall be accompanied by the Payment Notice.

2.5 The Developer covenants not to permit the Commencement of Development unless and until the Council has received in full all of the Contributions (except the Construction Apprenticeship Contribution) AND FOR THE AVOIDANCE OF DOUBT payment in full includes any Indexation or Interest that may be due to be paid.

### **3. HGV Routing Arrangements**

#### **3.1 The Developer covenants to:**

**3.1.1** take all such steps as are proper and necessary to ensure that all HGV's using the Land only travel on the Designated Routes shown on Plan B;

#### **3.1.2** use its reasonable endeavours to ensure:

- (i) the inclusion of such routing requirements within the conditions of contract with all haulage contractors employed or instructed by the Developer employing HGV traffic to travel to and from the Development such conditions to include issuing a driver with a warning and preventing such driver or company from entering the Development if the Designated Routes are not followed;
- (ii) there is a clear process of issuing to HGV drivers of a map indicating the Designated Routes to be used with a written warning that failure on the part of such drivers to comply with such directives (except where impractical or in emergencies or directed by authorities including but not limited to transport, police and emergency services) could result in contractual termination or disciplinary action as appropriate; and
- (iii) to keep a log of all breaches of the Designated Routes which shall include details of the date of failure/ breach of Designated Route instructions, the driver's details, the company the driver is driving for and the number of times the driver or company have been in breach of the Designated Routes and what action has been taken by the Developer and to make such log available to the Council on request; and
- (iv) inform the Council within the HGV Movement Reports of the enforcement steps that have taken in accordance with this paragraph.

### **4. Operational Traffic Movement**

#### **4.1 The Developer shall:-**

**4.1.1** procure that only the Designated Routes are used for HGV Movements;

- 4.1.2 not permit more than 126 HGV Movements to and 126 HGV Movements from the Land per day on average annually (of which no more than 64 HGV Movements to the Land shall be during Night Time);
- 4.1.3 not permit more than 8 HGV Movements to the Land per hour during Night Time (of which no more than 3 HGV Movements to the Land per hour shall use Route 1 (Junction 2 of the M40));
- 4.1.4 not schedule any HGV Movements to the Land during Peak Hours on any Working Day PROVIDED THAT for the avoidance of doubt the Developer shall be permitted to schedule HGV Movements at any time during weekends;
- 4.1.5 submit an annual HGV Movement Report to the Council until the Council provides written confirmation that it no longer requires the HGV Movement Report;
- 4.1.6 procure that no HGVs are allowed to arrive at or depart from the Land via the A355 Farnham Road (north of Edinburgh Avenue) during daytime;
- 4.1.7 not permit more than 50,000 HGV Movements per year;
- 4.2 in the event that the number of HGV Movements is anticipated to reach 50,000 per year the Developer shall inform the Council in advance by way of written notice; and
- 4.3 in the event that the number of HGV Movements reaches 50,000 the Developer shall not permit any further HGV Movements to be made without the prior written consent of the Council.

## **5. Euro VI Standards**

The Developer covenants to impose an obligation on all counterparties to its waste derived fuel procurement contracts relating to the Development, to ensure that all HGVs delivering waste derived fuels shall, as a minimum, be in full compliance with the Euro VI Standards.

## **6. Heat Infrastructure Network**

- 6.1 The Developer shall endeavour to retain the connections to the Existing Heat Infrastructure Network and shall not without the prior written consent of The Council (such consent not to be unreasonably withheld or delayed) interfere with the Existing Heat Infrastructure Network PROVIDED THAT such consent shall not be required for works of re-routing required or pursuant to the implementation of the Planning Permission.

- 6.2 The Developer shall use its reasonable endeavours, where it deems it economically viable (at the Developer's absolute discretion) to maintain develop and expand the Future Heat Infrastructure Network and in doing so to promote the sale and distribution of steam.
- 6.3 The Developer shall be required to produce an annual report on the status of the Heat Infrastructure Network in terms of:
- (a) Future plans for expansion and development of heat infrastructure network;
  - (b) Number of existing customers; and
  - (c) Future plans for increasing number of new connections/customers.
- 6.4 The Developer covenants to submit the annual report on the status of the Heat Infrastructure Network to the Council on the 1<sup>st</sup> of May of each year.

## **7. Travel Plan**

7.1 The Developer covenants with the Council as follows:

- 7.1.1 to pay to the Council the Travel Plan Monitoring Contribution prior to the Commissioning of the Development;
- 7.1.2 not to Commission the Development until the Travel Plan has been submitted to and approved by the Council in writing, such approval to not be unreasonably withheld;
- 7.1.3 not to Commission the Development until a Travel Plan Coordinator has been nominated for the Development at its own expense and shall provide the Council with details of their name, office address, email address and telephone number;
- 7.1.4 to include in the Travel Plan, but not limited to, the following sections:
  - (a) Foreword and Introduction
  - (b) Site Characteristics
  - (c) Site Accessibility
  - (d) Baseline Travel Information
  - (e) Objectives
  - (f) Targets
  - (g) Measures

- (h) Travel Plan Co-ordinator and Management Support
  - (i) Monitoring and Reporting
  - (j) Action Plan;
- 7.1.5 to implement the approved Travel Plan (as amended and agreed by the Council and Developer) for a period of not less than five years from the date of Commissioning of the Development and use reasonable endeavours to ensure that each of the targets in the approved Travel Plan are met;
- 7.1.6 to procure that any occupier or tenant of the Development complies with the terms and requirements of the Travel Plan and any changes thereto;
- 7.1.7 Within two months of the Baseline Survey being undertaken, the Developer will resubmit for approval by the Council, a Final Travel Plan showing the Baseline Survey results and any updated measures and targets as a result of the Baseline Survey; and
- 7.1.8 The Final Travel Plan shall be updated by the Developer during the Travel Plan Monitoring Period following any reasonable recommendations from the Council, based on the results of the Travel Plan Monitoring.

#### **Travel Plan Monitoring**

7.2 The Developer covenants as follows:

- 7.2.1 the Travel Plan shall be monitored by the Developer using the current TRICS UK standards, in place at the time when each monitoring survey is due; or subsequent standards if the monitoring becomes overdue and FOR THE AVOIDANCE OF DOUBT if the monitoring becomes overdue the monitoring standards in place at the time the survey is being conducted will be the standard that is required to be followed and not those in place at the time the survey was due;
- 7.2.2 a Baseline Survey shall be commissioned by the Developer within 6 months of the Commissioning of the Development;
- 7.2.3 further TRICS SAM Surveys shall be undertaken during the same calendar month as the Baseline Survey, in the 3<sup>rd</sup> and 5<sup>th</sup> Years from the Commissioning of the Development;
- 7.2.4 that it will submit the results of the TRICS SAM Survey monitoring to the Council and TRICS at no charge for inclusion within the TRICS database;

- 7.2.5 in the event that it fails to commission the required TRICS survey, the Developer shall in addition pay the Council costs in commissioning such survey up to a maximum of £6,500 (six thousand five hundred pounds) per survey;
- 7.2.6 that any requirement for additional monitoring by the Council shall also be carried out during the Travel Plan Monitoring Period in accordance with the approved Travel Plan;
- 7.2.7 that it shall submit the Travel Plan Annual Monitoring Report to the Council for its approval, detailing survey results (in applicable years), progress towards targets, and implementation of measures (including Remedial Measures as appropriate). Such reports shall be submitted within two months of the survey date where applicable;
- 7.2.8 any Remedial Measures that are required following the submission of the Travel Plan Annual Monitoring Report will be implemented within two months of the submission of the Travel Plan Annual Monitoring Report (or such period as the parties may agree acting reasonably); and
- 7.2.9 that it shall be responsible for the proper costs of monitoring and reviewing the Travel Plan and for the submission of all survey results and reports to the Council.

7.3 The Developer and the Council agree as follows:

- 7.3.1 that the Travel Plan Monitoring Period shall cease following approval of the Year 5 monitoring report by the Council unless there is a failure to implement the Remedial Measures in which case the Travel Plan Monitoring Period will be extended by such time as the parties agree to be reasonably required in order to implement such measures; and
- 7.3.2 should the Council propose a meeting with the Developer or Travel Plan Coordinator in order to discuss the progress of action implementation, target achievement, or other issues, the Developer or Travel Plan Coordinator shall attend the proposed meeting which shall take place within 20 Working Days of the Council's request being made and shall be on a date and at a place determined by the Council (acting reasonably).

#### **Travel Plan Targets**

7.4 The Developer and the Council agree as follows:

- 7.4.1 the Modal Shift Targets shall be approved by the Council in the Final Travel Plan; and
- 7.4.2 the Developer shall use reasonable endeavours to ensure that each of the targets in the Travel Plan are met.

7.5 In the event that the Travel Plan is not being complied with or fails to meet its approved objectives or targets the Developer shall provide to the Council for its approval an updated Travel Plan within 60 days of the annual review, in which Remedial Measures are outlined to achieve targets together with a revised Action Plan.

## **8. Construction Environmental Management Plan**

8.1 The Developer covenants to submit to the Council for approval a draft Construction Environmental Management Plan in accordance with the requirements of the Planning Permission.

8.2 The Developer covenants not to permit the Commencement of Development unless the Construction Environmental Management Plan has been approved in writing by the Council.

8.3 The Developer covenants to pay the Construction Environmental Management Plan Monitoring Fee prior to the Commencement of the Development.

## **9. Apprenticeship Scheme**

9.1 Six months prior to the Commencement of Development the Developer covenants to pay the Employment and Skills Plan Monitoring Fee and submit to the Council, Economic Development Team, for its approval an Employment and Skills Plan in the form attached at Schedule 7.

9.2 The Developer covenants to implement and comply with the Employment and Skills Plan during the Construction Phase and/or the Operational Phase.

9.3 The Developer-(or its contractors and sub-contractors on the Developer's behalf) shall work with the Local Employment and Skills Agencies to recruit Apprentices to the posts.

9.4 During the Construction Phase and the first three years of the Operational Phase the Developer will use reasonable endeavours to:

- Identify potential Apprentice vacancies;
- Encourage applications from suitable candidates resident in the Borough by liaising with the local Jobcentre Plus, employment service providers, voluntary and community sector training providers and careers service providers, including Slough Aspire and East Berkshire College;
- Upon appointment of any Apprentices to commission customised training (that is not currently delivered in the Borough through mainstream courses) in accordance with the Construction Apprenticeship Scheme; and
- Engage with the local community including local schools and colleges to provide educational material and information.



9.5 The Developer covenants during the Construction Phase and the Operational Phase to provide to the Council an annual monitoring report detailing:

- a the numbers of Apprentices recruited to the Apprenticeship Scheme in the given calendar year;
- b the progress of the Apprenticeship Scheme;
- c the achievements against the Employment and Skills Plan;
- d the duration of each Apprenticeship created;
- e the qualifications gained by the Apprentices;
- f any permanent jobs created; and
- g a copy of any Apprenticeship Agreements.

9.6 In the event that the Developer fails to appoint the total of 5 Apprentices by a date no later than 3 years from the Commissioning of the Development the Council shall serve notice on the Developer requiring payment of 20% of the <sup>Construction Scheme</sup> Apprenticeship Contribution for each Apprenticeship <sup>SPC</sup> which has not been provided, such contribution to be paid within 20 Working Days of demand.

#### 10. Cooling Towers

- 10.1 The Developer covenants to submit to the Council prior to the Commencement of Development a plan to repaint the Cooling Towers in accordance with the Council's colour specification.
- 10.2 Upon receipt of an approved plan, the Developer covenants to submit to the Council a timetable for the repainting of the Cooling Towers.
- 10.3 The Developer covenants to repaint the Cooling Towers in accordance with the approved plan and timetable which shall be completed prior to the Commissioning of the Development.
- 10.4 The Developer covenants not to Commission the Development unless paragraphs 10.1-10.3 have been complied with.

#### 11. Operation

The Developer covenants not to Commission the Development unless the Minor Application Works have been fully implemented.

#### The Council's Covenants

#### 12. Expenditure

- 12.1 The Council covenants with the Developer to expend the Contributions in the following manner and for no other purpose:

**Air Quality Contribution**

- (a) £100,000 (one hundred thousand pounds) of the Air Quality Contribution towards a new air quality monitoring station at Air Quality Management Area, No.3 (Three Tuns), the development of low emission strategy and action plan, project management of the action plan, additional mitigation measures;
- (b) £10,000 (ten thousand pounds) of the Air Quality Contribution to the City of London Corporation;

**Environmental Improvement Contribution**

- (c) The Environmental Improvement Contribution towards the environmental improvements of open spaces in the Britwell and Northborough areas to provide landscape improvements on land provided for recreational use including land at but not exclusively;
- i. Kennedy Park
  - ii. land south of Bodmin Avenue
  - iii. land south of Kennedy Park
  - iv. Monksfield Way Recreation Ground

and for the short term subsequent maintenance of the improvements (five year establishment period).

**Traffic Safety Contribution**

- (d) The Traffic Safety Contribution towards improved highway safety measures including but not exclusively:
- a. Improvements to the junctions of Edinburgh Avenue with Liverpool Road and Fairlie Road.
  - b. Junction improvements on Dover Road / A44.
  - c. Upgrade of remaining sections of east-west cycle route – A355 Farnham Road, Ajax Avenue, Bedford Avenue, Buckingham Avenue, Henley Road and Burnham Lane.

**Apprenticeship Contribution**

(e) The Construction Apprenticeship Scheme Contribution towards the provision of a sponsored training scheme.

12.2 The Council covenants with the Developer that the whole or any part of the Contributions not be committed to expenditure in accordance with the provisions of paragraph 12 to this Schedule on the expiration of ten years from the date of payment then, on the application by the paying party only, any remaining unspent part of any or all of the Contributions that remain shall be repaid to the paying party at the end of the appropriate payment period as specified in this paragraph.

### **General Provisions**

13. The Developer and the Council agree and confirm that:

13.1 the Contributions may be expended and applied to both the actual costs of provision along with the professional costs fees and disbursements associated with delivering the specific objective of the relevant Contribution;

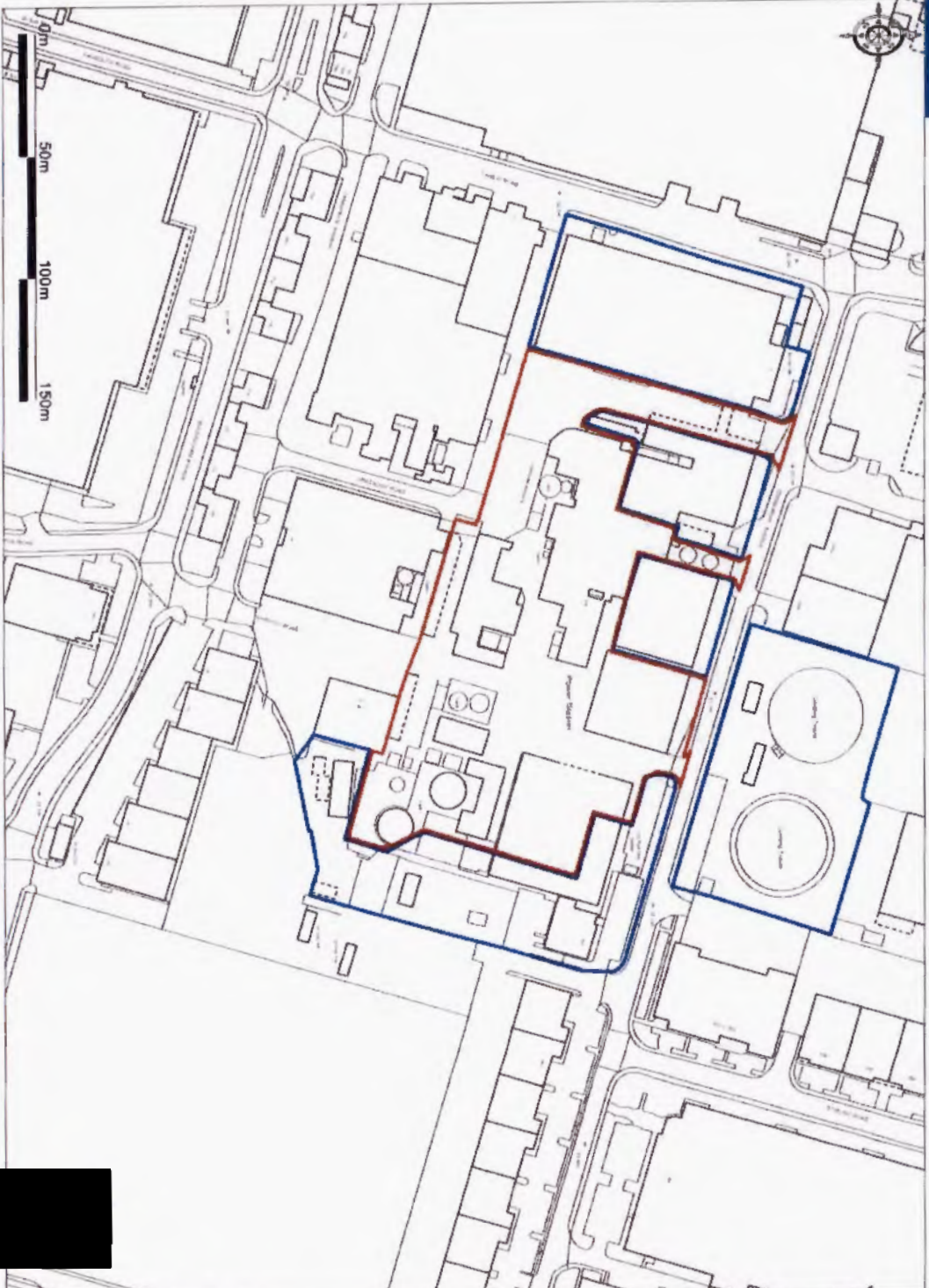
13.2 the Contributions or any part thereof shall be deemed to have been committed if the Council has made a resolution to expend the Contributions or has entered into any contract or given any undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend funds in the future.

13.3 the Council may, in the discharge of its obligations under this Schedule seek the services of or pass its responsibility to any third party.

Schedule 2

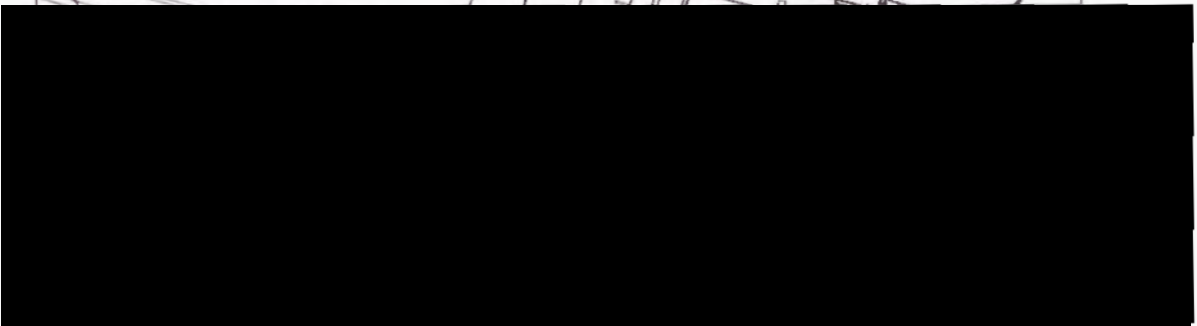
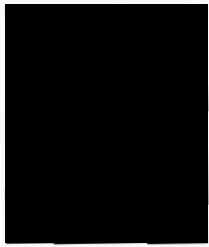
Plan

Multifuel - Site Location Plan



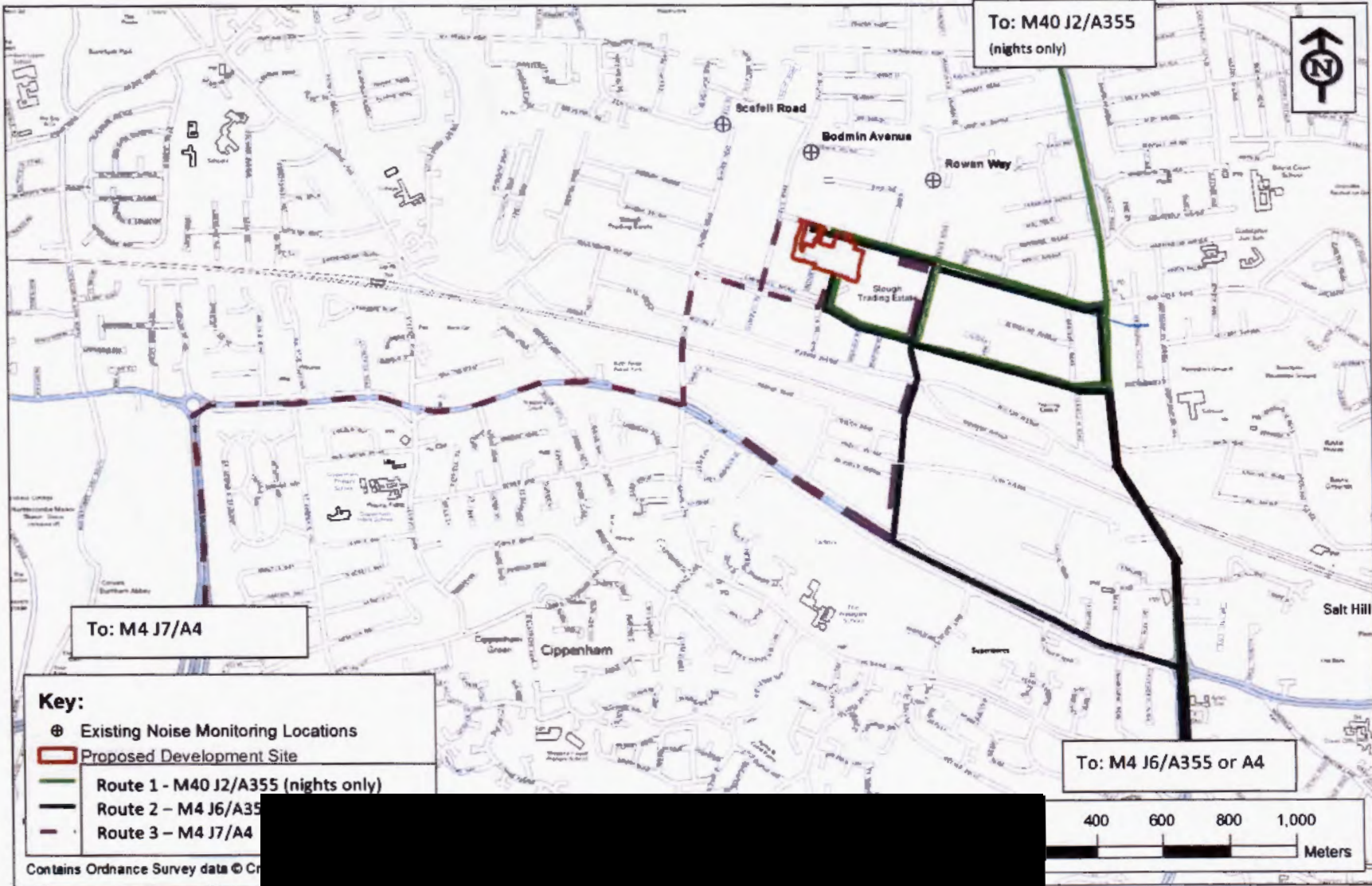
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DWD/7784/01



**Route Map**

**SLOUGH HEAT AND POWER**  
**PLAN B - ROUTE MAP**

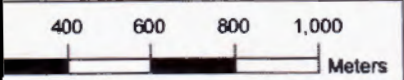


To: M4 J7/A4

To: M40 J2/A355  
 (nights only)

To: M4 J6/A355 or A4

- Key:**
- ⊕ Existing Noise Monitoring Locations
  - ▭ Proposed Development Site
  - Route 1 - M40 J2/A355 (nights only)
  - Route 2 - M4 J6/A355 or A4
  - - - Route 3 - M4 J7/A4



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Schedule 3

**Draft Planning Permission**



**DRAFT DECISION NOTICE - THIS IS NOT A FORMAL DETERMINATION**

Application No	P/00987/024	Registration Date	15-Oct-2014
Application Type	Full Planning		
Location	Slough Heat & Power Station, Edinburgh Avenue, Slough, SL1 4TU		
Proposal	DEMOLITION OF REDUNDANT PLANT AND BUILDINGS AND DEVELOPMENT OF A MULTIFUEL COMBINED HEAT AND POWER (CHP) 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 (FGT) 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.		
Recommendation	Approval in principle, subject to S106 completion		

**CONDITION(S)/REASON(S):**

1. The development hereby permitted shall be commenced within 5 years from the date of the planning permission.

**REASON** To prevent the accumulation of planning permissions, and to enable the Council to review the suitability of the development in the light of altered circumstances and to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

2. The development hereby approved shall be implemented only in accordance with the following plans and drawings hereby approved by the Local Planning Authority:
  - a) Site Location Plan, Drawing No. DWD/7784/01, Recd 07/10/2014
  - b) Proposed Development Site Layout, Drawing No. P101, Dated Sept 2014, Recd 07/10/2014
  - c) Parameter Drawing for South Elevation, Drawing No. P102, Dated Sept 2014, Recd 07/10/2014
  - d) Parameter Drawing for North Elevation, Drawing No. P103, Dated Sept 2014, Recd 07/10/2014
  - e) Parameter Drawing for West Elevation, Drawing No. P104, Dated Sept 2014, Recd 07/10/2014
  - f) Parameter Drawing for East Elevation, Drawing No. P105, Dated Sept 2014, Recd

07/10/2014

g) Proposed Site Access, Drawing No. P106, Dated Sept 2014, Recd 24/12/2014

The plans submitted are in the form of parameter plans which define the maximum envelope for the proposed development.

**REASON** To ensure that the site is developed in accordance with the submitted application and to ensure that the proposed development does not prejudice the amenity of the area and to comply with the Policies in the Development Plan.

3. The commencement of the development shall not take place until there has been submitted to, approved in writing by, and deposited with, the Local Planning Authority a scheme for the development which shall include provisions for:

(a) details of the siting, design, external appearance, dimensions and floor levels of all new or modified buildings and structures;

(b) details of the colour, materials and surface finishes in respect of those buildings and structures referred to in (a) above; a sample of the materials should be submitted.

(c) details of vehicular circulation roads, parking hardstandings, loading and unloading and turning facilities on the site;

(d) details of all new or modified permanent fencing and gates required on the site;

(e) details of all permanent external lighting on the site;

(f) details of fire suppression measures and access of fire extinguishing appliances to all major buildings, structures and storage areas; and

(g) phasing of works included in the scheme.

The height of the emission chimney stack(s) shall not exceed 90m (agl) unless prior written approval is obtained from the Local Planning Authority.

The maximum height of the highest building shall not exceed 48m (agl) unless prior written approval has been obtained from the Local Planning Authority.

The quality of design shall be in accordance with the principles set out within the Design Code, Dated September 2014.

The development shall thereafter be carried out only in accordance with the approved scheme subject to any changes to such scheme that are obtained prior written approval from the Local Planning Authority before any alterations take place.

**REASON** To ensure a satisfactory appearance of the development so as not to prejudice the visual amenity of the locality in accordance with Policy EN1 of The Adopted Local Plan for Slough 2004, Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document,

December 2008, and the National Planning Policy Framework.

4. A plan showing a comprehensive landscaping and tree planting scheme indicating 'green walls' and other planting, together with the type, density, position of planting shall be submitted to and approved by the Local Planning Authority before the development hereby permitted is commenced. The submitted details shall be comparable to Drawing No. P309, Illustrative Proposed Landscape Layout, dated Sept 2014, recd 07/10/2014. The approved scheme shall thereafter be implemented during the first available planting season related to stages of completion of the development and in the event of loss by death or other means, any such planting shall be replaced and maintained during the life of the facility.

REASON In the interests of the visual amenity of the area and accordance with Policy EN3 of The Adopted Local Plan for Slough 2004, Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

5. No development hereby permitted shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved in writing by the Local Planning Authority:

1. Phase 1 Desk Study

Development works shall not commence until a Phase 1 Desk Study has been submitted to and approved in writing by the Local Planning Authority. The Phase 1 Desk Study shall be carried out by a competent person in accordance with Government, Environment Agency and Department for Environment, Food and Rural Affairs (DEFRA) guidance and approved Codes of practices, including but not limited to, the Environment Agency model procedure for the Management of Land Contamination CLR11 and Contaminated Land Exposure Assessment (CLEA) framework, and CIRIA Contaminated Land Risk Assessment Guide to Good Practice C552. The Phase 1 Desk Study (including a site walkover) will identify all potential sources of contamination at the site, potential receptors and potential pollutant linkages (PPLs) to inform the site preliminary Conceptual Site Model (CSM).

REASON To ensure that the site is adequately risk assessed for the proposed development and in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

6. Should the findings of the Phase 1 Desk Study approved pursuant to the Phase 1 Desk Study condition identify the potential for contamination, development works shall not commence until an Intrusive Investigation Method Statement (IIMS) has been submitted to and approved in writing by the Local Planning Authority. The IIMS shall be prepared in accordance with current guidance, standards and approved Codes of Practice including, but not limited to, BS5930, BS10175, CIRIA 665 and BS8576. The IIMS shall include, as a minimum, a position statement on the available and previously completed site investigation information, a rationale for the further site investigation required, including details of locations of such investigations, details of the methodologies, sampling and monitoring proposed.

REASON To ensure that the type, nature and extent of contamination present, and the risks to receptors are adequately characterised, and to inform any remediation strategy proposal and in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

7. Development works (this acknowledges that certain enabling works activities – such as demolition – would need to occur prior to the site investigation and remediation being undertaken) shall not commence until remediation works have been carried out in accordance with a Site Specific Remediation Strategy (SSRS). The SSRS must first be submitted to and approved in writing by the Local Planning Authority. The SSRS shall, as a minimum, contain details of any additional site investigation undertaken with a full review and update of the preliminary Conceptual Site Model (CSM), the precise location of the remediation works and/or monitoring proposed, including earth movements, licensing and regulatory liaison, health, safety and environmental controls, and any validation requirements.

Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

REASON To ensure that remediation works are adequately carried out, to safeguard the environment and to ensure that the development is suitable for the proposed use and in accordance with Policy 8 of the Core Strategy 2008.

8. Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site and its potential to impact the controlled waters receptors shall each be submitted to and approved, in writing, by the local planning authority:
  - 1) A preliminary risk assessment which has identified:
    - all previous uses
    - potential contaminants associated with those uses
    - a conceptual model of the site indicating sources, pathways and receptors (controlled waters)
    - potentially unacceptable risks arising from contamination at the site.
  - 2) A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all controlled waters receptors that may be affected, including those off site.
  - 3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
  - 4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.

**REASON** To protect groundwater quality. This site is located within source protection zone 3 and over a primary aquifer. The new power station is likely to require the use of deep penetrative foundations, and the potential for mobilising residual contamination from the surface into the Principal Aquifer under the site needs to be fully addressed. This condition is in line with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008 and the National Planning Policy Framework.

9. Prior to commencement of development, a verification report demonstrating completion of the works set out in the approved remediation strategy with regards to controlled waters and the effectiveness of the remediation of controlled waters shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a 'long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority. The long-term controlled waters receptors monitoring and maintenance plan shall be implemented as approved.

**REASON** To ensure that the site no longer poses a risk to controlled waters. This condition is in line with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

10. No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

**REASON** Infiltration of surface water through contaminated land can result in leaching of contamination into the underlying aquifer and increase the rate of migration of any previously contaminated groundwater. This condition is in line with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

11. Any oil, fuel, lubricant and other pollutants shall be handled on the site during construction in such a manner as to prevent pollution of any watercourses, aquifer or soil. For any liquid other than water, this shall include storage in suitable tanks and containers which shall be housed in an area surrounded by bund walls of significant height and construction so as to contain 110% of the total contents of all containers and associated pipework. The floor and walls of the bunded areas shall be impervious to both water and oil. The pipes shall vent downwards into the bund.

**REASON** To prevent pollution of any watercourses, aquifer or soil, in line with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

12. The construction of the surface and foul water drainage system, including details of firewater retention shall be carried out in accordance with details submitted to and approved in writing by the Local Planning Authority before the development commences. All outfalls to the drainage system including soakaways should be sealable in case of an emergency.

REASON To ensure that foul and water discharge from the site is satisfactory and shall not prejudice the existing sewerage systems in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

13. Prior to commencement of development, details of the odour management plan, such as a ventilation or odour filtration system for the bunker and tipping hall area, shall be submitted to, and approved in writing by the Local Planning Authority. Thereafter, the approved details shall be maintained, operated and retained throughout the operational life of the development.

REASON To prevent adverse harm and/or nuisance to adjacent occupiers, in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008.

14. Prior to commencement of the development hereby permitted, a scheme for flood prevention measures, in accordance with the approved Flood Risk Assessment (FRA), dated January 2014 and the following mitigation measures detailed within the FRA shall be submitted and prior written approval obtained from the Local Planning Authority:

1. Limiting the surface water runoff generated by the 1 in 100 year plus climate change critical storm so that it will not exceed the existing calculated run-off from the site and not increase the risk of flooding off-site unless otherwise agreed in writing with the Local Planning Authority.

2. provision of compensatory flood storage on/or in the vicinity of the site to achieve up to a 1 in 100 year plus climate change standard unless otherwise agreed in writing with the Local Planning Authority.

3. Submission of a feasibility study to achieve a Greenfield site equivalent, this should be submitted to and approved the Local Planning Authority. The approved details shall be implemented and retained thereafter.

REASON To protect the site and the local environment from flooding in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008.

15. The commencement of the development shall not take place until there has been submitted to, approved in writing by, and deposited with the Local Planning Authority, in consultation with the Environment Agency, a scheme detailing the design and construction together with a hydro-geological risk assessment of the fuel storage bunkers. The scheme shall include details to demonstrate that the design and construction methods will not give rise to the risk of pollution to groundwater, and

shall be implemented, subject to any changes to such scheme that are agreed in writing by the Local Planning Authority, in consultation with the Environment Agency.

REASON To protect groundwater quality. This condition is in line with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

16. Before the development commences, details from the applicant on the formation of a local liaison group shall be submitted to the Local Planning Authority. Such a group shall include representatives from the Borough Council, operators and other appropriate parties and shall meet four times per annum from the start of construction, unless an alternative arrangement is agreed in writing by the Local Planning Authority.

REASON To provide a forum for the exchange of information relating to the development.

17. Prior to the commencement of development, a Construction Environmental Management Plan shall be submitted to, approved in writing by, and deposited with the Local Planning Authority. The statement shall include provision for:

(a) the parking of site operatives and visitors vehicles;

(b) loading and unloading of plant and materials;

(c) management of construction traffic and access/haul routes and controlled hours of delivery including;

1) Any alterations to existing points of access between the application site and the highway shall be formed, laid out and constructed in accordance with specifications and with sightlines to be submitted in further detail and approved by the Local Planning Authority before the scheme commenced on site.

2) Specification of haul route(s) and of any temporary signage to be provided to identify the route and promote its safe use,

3) Identification of the times when major items of plant and equipment are to be transported to and from the site.

4) Identification of the routing strategy and procedures for the notification and conveyance of an abnormal or indivisible load authorised by the Highways Agency pursuant to the Road Vehicles (Authorisation of Special Types) (General) Order 2003.

5) Wheel washing facilities and arrangements for removal of mud from public highway.

6) Proposals for communicating information with its terms, subject to any variation which has prior written approval of the Local Planning Authority in conjunction with the Highways Agency and Thames Valley Police.

(d) Storage of plant and materials to be used.

(e) A scheme for recycling /disposal of waste from demolition and construction works.

(f) Before the site works and construction of the development commences, details of all temporary external lighting shall be submitted to and approved in writing by the Local Planning Authority and shall be carried out in accordance with the approved details.

(g) Noise and Vibration Management and Monitoring Plan with quarterly reporting to the Local Planning Authority that covers all demolition and construction activity during construction phase. Noise monitoring locations and noise limits are required to be agreed with the Local Planning Authority prior to the construction phase to safeguard adjacent neighbouring properties from significance annoyances in accordance with British Standard:6472-1 and 5228.

(h) Dust Management and Monitoring Plan with quarterly reporting to the Local Planning Authority that covers all demolition and construction activity during construction phase. Dust monitoring locations and dust limits are required to be agreed with the Local Planning Authority prior to the construction phase.

(j) Spillage Plan to be submitted to the Local Planning Authority that will cover all construction and demolition activities to protect the environment from pollution. The commencement of site construction works shall not take place until a scheme detailing the method to be used for pile driving has been submitted to and approved by the Local Planning Authority.

(k) Noise Control During Construction – During the course of the site preparation, demolition and construction phase of the project there shall be a clear plan to control noisy activities during the daytime period. Noisy activities are those that are likely to give rise to noise levels in excess of 100dB(A) sound power level at the source. There shall be no noisy activities, unless otherwise approved with Slough Borough Council, between the hours of 6:00pm and 7:00am Monday to Friday and at no time during the weekend.

The following plant/activities are listed by way of example of those tools or operations likely to be included in those restricted to daytime period only:

- impact wrenches;
- sheet piling (auger piling would be acceptable);
- concrete scabbling; and
- concrete jack hammering.

In addition any site preparation, demolition or construction activity that may be audible at the nearest residential receptors shall be carried out as far as is reasonably practicable during daytime periods (any day). Any known periods of prolonged out of hours activity that are necessary, e.g. a prolonged concrete pour, that may give rise to noise shall, if approved by Slough Borough Council, be communicated to local residents in advance of the activity taking place.

**REASON** In the interests of the amenities of the area in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026,



Development Plan Document, December 2008, and the National Planning Policy Framework.

18. The commencement of the development shall not take place until there has been submitted to, and approved in writing by the Local Planning Authority, in consultation with Natural England and the Environment Agency, a scheme detailing the measures to be taken to secure the welfare of legally protected fauna which are found on, inhabit or use the site. There shall be the provision of alternative nesting boxes, located in an easterly facing location and at a height greater than 20m.

REASON For the protection of legally protected species under the Wildlife and Countryside Act 1981 (as amended) and the Conservation of Habitats and Species Regulations 2010.

19. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

REASON To protect human health and controlled waters receptors. This condition is in line with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

20. The authorised development shall be installed, operated on the site and maintained in a manner that complies with the site boundary noise level of 60dB(A) as measured 3.6m from the nearest building façade and 2m above ground level.

In addition, the authorised development shall be designed to not give rise to tonal components including humming, tones, or screeches and impulse noises that are perceptible at any residential dwelling surrounding the site as measured/observed by an Enforcing Officer from the Local Authority other than in an emergency required for safe operation of the authorised development.

REASON In the interests of the amenities of the area in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

21. Before any site works is commenced, details of the temporary construction compound (including offsite) shall be submitted to and approved in writing by the Local Planning Authority. Such details shall include fencing, parking and storage areas, access points and wheel washing materials and must take into account pollution control requirements for the site as well as surface water drainage and foul sewer connections.

REASON In the interest of highway safety, in accordance with Core Policy 7 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008.

22. Prior to the commencement of the demolition of the authorised development, the undertaker must submit to the planning authority for its approval a decommissioning and demolition scheme. No demolition works may be carried out until the Local Planning Authority has approved the scheme.

The scheme submitted and approved must include details of:

- (a) the buildings to be demolished;
- (b) the means of removal of the materials resulting from the decommissioning works;
- (c) the phasing of the demolition and removal works;
- (d) any restoration works to restore the Order land to a condition agreed with the planning authority;
- (e) the phasing of any restoration works;
- (f) a timetable for the implementation of the scheme.

The scheme must be implemented as approved.

**REASON** In the interests of the amenities of the area in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

23. Only waste derived fuel of a classification specified in the environmental permit may be combusted in the boilers of the authorised development (other than in respect of start up, shut down or boiler stabilisation when natural gas shall be used).

There shall be no burning of hazardous waste on site and the facility will only accept pre-treated waste.

**REASON** To ensure the proposed facility accords with national, regional and local waste strategies.

24. The means of operational access for the development, including any alterations to existing points of access between the application site and the highway shall be formed, laid out and constructed in accordance with Drawing No. P106, Dated Sept 2014, Recd 24/12/2014.

**REASON** In accordance with Core Policy 7 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

**25. Remediation Validation**

No development within or adjacent to any area(s) subject to remediation works carried out pursuant to the Phase 3 Site Specific Remediation Strategy condition shall be occupied until a full validation report for the purposes of human health protection has been submitted to and approved in writing by the Local Planning Authority. The report shall include details of the implementation of the remedial strategy and any contingency plan works approved pursuant to the Site Specific Remediation Strategy condition above. In the event that gas and/or vapour protection measures are specified by the remedial strategy, the report shall include written confirmation from a Building Control Regulator that all such measures have been implemented.

REASON: To ensure that remediation work is adequately validated and recorded, in the interest of safeguarding public health and in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

26. During constructions no water, effluent or drainage shall be discharged from the site directly onto the highway and/or into the highway drainage system.

REASON To protect the highway drainage system, in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

27. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

REASON Piling or any other penetrative foundation design could push contamination into the underlying Principal Aquifers. This condition is in line with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 – 2026, Development Plan Document, December 2008.

28. During the operational phase best practice shall be employed to minimise emission of dust from the site in particular (but without prejudice to the generality of the foregoing) water damping down equipment shall be available on site at all times during dry weather so that areas within the site can be watered to lay dust when necessary.

REASON To safeguard the amenities of adjacent neighbouring properties in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

29. The commissioning of the authorised development shall not take place until there has been submitted to, and approved in writing by, Slough Borough Council a programme for the monitoring of noise generated by the authorised development. The programme shall specify the locations (likely to include those measured historically) from which the noise will be monitored and the method of noise measurement by reference to the appropriate British Standard. This programme will also include:
- Provision for investigations and/or additional monitoring in the event of a complaint or a request from Slough Borough Council.
  - Information to demonstrate that the site boundary condition has been met
  - Information to demonstrate that Predicted Operational Noise Rating Level (LAeq,T dB) from the authorised development is the same as, or less than, prevailing background noise levels at nearby sensitive receptors.
  - Commitment to provide the report to Slough Borough Council as soon as practicable.

REASON In the interests of the amenities of the area in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

30. All waste derived fuel shall enter the tipping hall building and, where the fuel is accepted, will be deposited into the bunker. A waste derived fuel delivery may sometimes be tipped into a designated area within the tipping hall and, if accepted, will then be transferred to the bunker. If it is rejected it will be returned to the supplier.

At no time shall waste derived fuel or any other materials be deposited or stored outside of the building unless details have been submitted to and approved by the Local Planning Authority.

REASON To safeguard the amenities of adjacent neighbouring properties in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

31. All laden vehicles delivering waste derived fuels or by-products leaving or entering the site shall be covered or fully enclosed.

REASON In the interest to protect other highway users, in accordance with Core Policy 7 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008.

32. Upon completion of the authorised development, the developer shall investigate any claims of a loss of quality of television reception as a result of the new building interfering with television signals and take appropriate measures to restore picture quality.

REASON To prevent adverse harm and/or nuisance to adjacent occupiers, in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008.

33. No public address sound systems or reproduction or amplification equipment which is audible at the site boundary shall be installed or operated on the site without prior written approval of the Local Planning Authority.

REASON To prevent adverse harm and/or nuisance to adjacent occupiers, in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008.

34. The authorised development shall be operated in accordance with the waste hierarchy by means of the measures specified in the environmental permit and any operational environmental management system.

REASON To ensure the proposed facility accords with national, regional and local waste strategies.

35. No waste transfer operations shall take place on site other than in the normal operation of the plant, including:

- Rejection of non-compliant fuel deliveries
- bunker emptying during an unforeseen shutdown
- ash and residue storage and dispatch
- Tramp metal storage and dispatch

REASON To ensure that no waste transfer activity take place on site.

36. Prior to commencement of the Operational Development hereby permitted, a scheme describing site security, haul routes, arrangements for keeping the public highway clean, parking for fuel and other delivery vehicles, staff and maintenance vehicles shall be submitted to and approved in writing by the Local Planning Authority and implemented in accordance with approved details.

REASON In the interests of highway safety, in accordance with Core Policy 7 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008

37. The authorised development may not be commissioned until:  
(a) a scheme to prevent the infestation or emanation of insects or vermin from the authorised development has been submitted to and approved by the planning authority; and  
(b) the approved scheme has been implemented.

The approved scheme must be maintained throughout the operation of the authorised development.

In subparagraph (1), "insects and vermin" excludes insects and vermin that are wild animals included in Schedule 5 to the Wildlife and Countryside Act 1981(a) (animals which are protected), unless they are included in respect of section 9(5) of that Act only.

REASON To protect the amenities of nearby properties, in accordance with Core Policy 8 of The Slough Local Development Framework, Core Strategy 2006 - 2026, Development Plan Document, December 2008, and the National Planning Policy Framework.

38. The height of the development will necessitate that aeronautical charts and mapping records are amended. The developer must notify the Defence Geographic Centre with the following information prior to development commencing:  
a. Precise location of development.  
b. Date of commencement of construction.  
c. Date of completion of construction.  
d. The height above ground level of the tallest structure.  
e. The maximum extension height of any construction equipment.  
f. Details of aviation warning lighting fitted to the structure(s).

REASON To ensure the Ministry of Defence aeronautical charts and mapping records are updated in the interests of aviation safety.

INFORMATIVE(S):

1. You are advised that there is a civil aviation requirement in the UK for all structures over 300 feet (91.4m) high to be charted on aviation maps. It follows that if the 300ft/91.4m threshold is reached, when construction time frames are known, the developer should liaise accordingly with the Defence Geographic Centre (dvof@mod.uk or post it to: D-UKDVOF & Power Lines, Geospatial Air Information Team, Defence Geographic Centre, DGIA, Elmwood Avenue, Feltham, Middlesex, TW13 7AH) which manages the UK's master database of tall structure from which aviation charting is derived.
2. You are advised that there is a legal requirement for lighting on any crane with a maximum height of 150m or more. Moreover, the Civil Aviation Authority further recommends that any crane of a maximum height of 60-150m is also fitted with aviation warning lighting. Additionally, if cranes on the site extend to a height of 300ft or more there will need to be consideration of the need to notify the cranes for civil aviation purposes. Temporary structures can be notified through the means of a Notice to Airmen (NOTAM). To arrange an associated NOTAM, the developer should contact the CAA's Airspace Utilisation Section (ausops@caa.co.uk / 0207 453 6599); they will need an accurate location, an accurate maximum height (including any carnage) and a completion date. If the crane is to be in place for in excess of 90 days it should be considered a permanent structure and will need to be notified as such: to that end you should contact the DGC (contact details above).
3. You are advised that an air ambulance location should be identified and should be included within the Site Emergency Plan.
4. You are advised that controlled waters herein is as defined within the Defra Environmental Protection Act 1990: Part 2A, Contaminated Land Statutory Guidance (April 2012)

Informative

This notice DOES NOT convey any consent that you may require for Building Regulations. If you are unsure whether you need Building Regulations approval and before you start any work please contact Building Control Services independently on (01753) 875810 to check whether they require an application.

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**Schedule 5**

**Travel Plan Guidance Checklist**



## Travel Plan Guidance and Checklist

### SLOUGH'S APPROACH TO TRAVEL PLANS

Slough Borough Council (SBC) actively promotes the development and operation of Travel Plans through planning applications, and voluntary company & workplace initiatives. This guidance and checklist has been developed to help those preparing Travel Plans produce good quality plans that will achieve both measurable outcomes and pass the assessment process. **This checklist should be completed and submitted with your Travel Plan.** All Travel Plans should be submitted in PDF format. For further advice on travel plans and the planning process, please refer to the [SBC Developer's Guide](#).

Before preparing your Travel Plan, please read this guidance fully, and make use of the following useful documents:

[Department for Transport – The Essential Guide to Travel Planning](#)

[Department for Transport – Good Practice Guidelines: Delivering Travel Plans through the Planning Process](#)

[Department for Communities and Local Government – National Planning Policy Framework](#)

Further information about the wider transport policy objectives in Slough (Local Transport Plan 2011-2026) can be found on the [SBC website](#).

Contributions are secured from developers at the planning stage (usually between £3,000 and £6,000, but larger or more complex developments the fees may be higher) in order for the council to monitor the progress of the travel plan over its life. This is referred to as the 'Travel Plan Monitoring Contribution'. Please note that this contribution does not cover the monitoring itself, only the council's review of the travel plan progress. The monitoring itself is the developer's responsibility, in terms of funding, undertaking and analysing the monitoring.

#### Guiding Policies

Guided by the broader framework of the Local Transport Plan for Slough, SBC supports the implementation of Travel Plans. These encourage car sharing, walking, cycling, motorcycle and public transport use. These are coupled with minimising the need to travel, through better planning and provision of local facilities (e.g. remote, flexible and teleworking, and close proximity of homes and workplaces).

These policies can help to deliver a better **quality of life** for Slough's residents, employees and visitors. A Travel Plan can improve air quality, help manage traffic levels, and improve public transport services to enhance the overall sustainability of local communities. From a business perspective, operational costs and strategic risks are reduced, and social and environmental credibility and performance is enhanced.

Any Travel Plan which is submitted to SBC, or which is operational within Slough, would be expected to show a relationship between all these quality of life aspects and the existing and proposed measures as set out in the Travel Plan. These measures will be designed to address any impacts of travel generated by staff, visitors/customers, and goods/deliveries. This information must be set within a local context at a site-specific level of detail. Current national and local guidance and innovative ideas would be expected to have informed the approach taken in preparing the Plan.

Overall, the Travel Plan should be seen as a 'movement strategy' which can be used to guide all future decisions in relation to travel.

## Travel Plan Guidance and Checklist

### Structure of your Travel Plan

The travel plan should be structured as follows:

1. Foreword and Introduction
2. Site Characteristics
3. Site Accessibility
4. Baseline travel information
5. Objectives
6. Targets
7. Measures
8. Travel Plan Co-ordinator and Management Support
9. Monitoring and Reporting
10. Action Plan

This document provides guidance as to what should be included in these sections. After each explanation there is a box to tick to show that your Travel Plan will be providing this information. Some sections of text are highlighted in bold to illustrate their importance. Your travel plan will be assessed in line with this checklist.

### Foreword and Introduction

Each Travel Plan should contain a foreword stating senior management support to the Travel Plan and be signed by the developer and occupier. The foreword should explain the ethos of the development and design principles to be incorporated. Following the foreword you should provide an Introduction to the Travel Plan. This must include the organisation's motivation for developing the travel plan.

If you have commissioned a consultant to help prepare your Travel Plan then the developer's logo should also be prominently displayed on the cover of the Plan and in other sections where appropriate.

Please tick this box if your Travel Plan has met this requirement

### Site Characteristics

Your Travel Plan should provide detailed information and drawings about the site, the layout of the site, the location of the site, the operation of the site and the motivation for developing a Travel Plan.

#### Site Information

Site name and address, name of organisation who owns the site, the lease duration if applicable, type of development proposed (e.g. an entire building with its own grounds, a retail park etc).

Please tick this box if your Travel Plan has met this requirement

#### Site Layout

Provide a site layout plan (in a scalable and readable format).

Please tick this box if your Travel Plan has met this requirement

#### Site Location

Describe the site location (e.g. town centre, business/industrial park, urban fringe, rural). Provide a location plan (showing site in relationship to local settlements and road/rail network, in a scalable and readable format).

Please tick this box if your Travel Plan has met this requirement

#### Site Operation

A description of the proposed operation of the development should be provided; explaining the type of operations to be undertaken, the gross floor area, number of current and proposed users (e.g. staff / residents / visitors / students etc) and any shift patterns where applicable.

It may be that certain elements of the above are unknown (e.g. for speculative developments, or where the occupier is currently unknown) – please just make a note of the fact that some information

## Travel Plan Guidance and Checklist

is available but will be provided at a later stage.

Please tick this box if your Travel Plan has met this requirement

### **Site Accessibility**

To understand the accessibility of your site in terms of access to public transport, pedestrian, cycling, motorcycling, vehicles and car parking a detailed site audit should be undertaken.

#### Access and Permeability for Pedestrians and Cyclists

To illustrate the accessibility and permeability of your site to pedestrians and cyclists, a movement diagram showing desire lines through and within the development should be provided. To illustrate linkages between your site and local facilities please provide a map showing walk and cycle distances to these facilities.

Please tick this box if your Travel Plan has met this requirement

### **Pedestrian Access**

Describe the existing pedestrian routes to the site. For example there are probably 2 to 3 walking journeys between the site and bus stops, railways stations, local shopping centre and main residential areas. Provide details including: walk distance; delays or detours; missing infrastructure like footways, bridges, road crossings, lighting; and any known obstructions (flooding/overgrown bushes), road safety concerns or personal security issues (fear of crime and assault).

Please tick this box if your Travel Plan has met this requirement

### **Cycle Access**

State whether there are any existing cycle routes leading to or close to the site. Describe what type of cycle route facility is available (e.g. off-road, on-road, part of National Cycle Network) and also describe the type of roads around the development in terms of potential for cycling, considering topography, lighting, speed, volume of traffic and safety.

Please tick this box if your Travel Plan has met this requirement

### **Existing Cycle Facilities**

Detail the existing cycle storage including how many cycle parking spaces are to be provided for employees (long-stay) and for visitors (short-stay), the type of racks to be installed, whether the racks are undercover, in a secure area, and covered by CCTV. If the provision of the provision of changing, showering, lockers and clothes drying facilities is included within the travel plan then this must be supported by details of such facilities on submitted floor plans.

Please tick this box if your Travel Plan has met this requirement

### **Public Transport Accessibility**

To illustrate the accessibility of your site to public transport a map/drawing should be provided showing the location of the nearest bus stops, taxi ranks, railway stations and public transport interchanges (where they exist). The drawing could also graphically show bus routes.

Please tick this box if your Travel Plan has met this requirement

### **Access to Bus Services**

Provide details of bus services that operate within 800 metres of the site including details about service number, service start and destination points, main destinations along route, time of first and last services in the week/ weekend, peak frequency, location of nearest stops.

Please tick this box if your Travel Plan has met this requirement

### **Bus Stop Facilities**

Provide details of the bus stop infrastructure including stating whether there is a shelter, seats, timetable information, direct lighting, a flag, and real time passenger information.

Please tick this box if your Travel Plan has met this requirement

### **Privately Contracted Bus/Minibus Services**

Does the site or organisation currently arrange, fund or subsidise a bus service (i.e. a shuttle bus service to a railway station or a work bus)? If this is the case, detail the areas served and its key destinations, the frequency of services and hours of operation should be stated. Consideration should also be given to sharing any other contract bus services provided by separate employers that site employees could use.

## Travel Plan Guidance and Checklist

<input type="checkbox"/>	Please tick this box if your Travel Plan has considered these services
--------------------------	--

### Rail Transport Links

Detail the distance to the nearest railways stations, providing information on how long the journey takes by different modes and whether there are any direct pedestrian and cycle links to the station. If your site is located close to a railway station please state the journey times to other major settlements by train (e.g. London to Slough 20 minutes), the service frequency, routes, cost, and interchange.

<input type="checkbox"/>	Please tick this box if your Travel Plan has met this requirement
--------------------------	---

### Site Access/Egress Points

Identify the site access points on the site layout plan and explain what modes of transport can use each access. Have you undertaken a Road Safety Audit of the interaction of people, cyclists and vehicles at these access points?

<input type="checkbox"/>	Please tick this box if your Travel Plan has met this requirement
--------------------------	---

### Car Parking

Provide details of the number of car parking spaces (currently available, and proposed) for users (staff / visitors etc), if more than one car park is proposed please provide details. How will access to the car park(s) be controlled? State the number of spaces allocated for the disabled, pool vehicles, and priority spaces for car sharers. State current situation for parking – does parking occur out of marked bays? Do your users park outside of your site on nearby streets? Have you carried out a parking survey – if so provide details. State current ratio of users to spaces. What is the current ratio of spaces to gross floor area? State whether there is an existing Controlled Parking Zone in operation around your site.

<input type="checkbox"/>	Please tick this box if your Travel Plan has met this requirement
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### Motorcycle Parking

Provide the number of motorcycle spaces provided and whether there are any secure racks.

<input type="checkbox"/>	Please tick this box if your Travel Plan has met this requirement
--------------------------	---

### Goods and servicing

Provide information on the goods and servicing needs and facilities at the development. E.g. frequency of deliveries / servicing, loading facilities (note if on / off street)

<input type="checkbox"/>	Please tick this box if your Travel Plan has met this requirement
--------------------------	---

### **Baseline travel information**

An employee / visitor / resident / user (as appropriate) travel survey must be undertaken if the site is already operating. If the company or organisation is moving to a new site then you are encouraged to ask your employees how they envisage they will travel to the new site.

Postcode plotting is encouraged where applicable.

If a site is not yet occupied, trip generation modal split data must be summarised in the travel plan.

Travel surveys must conform to **TRICS SAM methodology** for independent surveying and this must be funded by the developer. See [h \[REDACTED\]](#) for more information.

Provide details of when your travel surveys will be undertaken following occupation of the development.

<input type="checkbox"/>	Please tick this box if your Travel Plan has met this requirement
--------------------------	---

## Travel Plan Guidance and Checklist

### Objectives and Benefits

The identification of your objectives (the high level aims of your Travel Plan) will be largely based upon the particular circumstances of your site and the motivations of your Travel Plan.

Objectives of the travel plan must be listed. Objectives should also contribute to the wider objectives of the Slough Local Transport Plan and other locally relevant planning documents.

The travel plan should explain the benefits that are likely to be achieved for the users of the development, the company / organisation, the local community, and to the local and global environment.

The results of the travel survey (where applicable) and the proposed objectives should be supported by a Change Management Approach, identifying the strategy for user engagement.

Please tick this box if your Travel Plan has met this requirement

### Targets

SMART (Specific, Measurable, Achievable, Realistic and Time-related) targets must be given for the travel plan. Targets should contribute to the wider Slough Local Transport Plan targets of reducing congestion and pollution. Targets must look to reduce the single occupancy vehicle mode share. If targets are interim, a date must be given as to when they will be finalised (e.g. following full occupation surveys), and whose responsibility this is.

Draft travel plans should make use of available data (e.g. TRICS / census travel to work data, etc) in order to set targets. In this case, targets must be identified as 'draft' and it must be noted that the targets will be re-assessed – in conjunction with the council - following the baseline surveys at the development.

Targets must be appropriate to the development in terms of modes. A Single Occupancy Vehicle reduction target must be given for all sites.

Please tick this box if your Travel Plan has met this requirement

## Travel Plan Guidance and Checklist

### Measures

A range of measures to support the travel plan should be set out, including, but not limited to, the following types of measure:

- Parking management strategy
- Car sharing strategy (including links to [REDACTED])
- Business mileage strategy
- Public transport incentives
- Public transport infrastructure and services (larger developments)
- Cycling strategy
- Promotion of the Cycle Hire Slough scheme [REDACTED]
- Walking strategy
- Motorcycling strategy
- Alternative work practices
- Reducing the need to travel
- Fleet vehicles and deliveries strategy
- Publicity and promotion strategy
- Visitor / customer / user travel strategy

Measures must be appropriate to the type and size of development, and must be sufficient to foster successful modal shift in line with the objectives and targets.

Please tick this box if your Travel Plan will include appropriate measures

### Travel Plan Coordinator (TPC) and Management Support

The following must be provided within the travel plan:

- A named TPC and their contact details (an interim person will suffice if the occupier is not yet known)
- Roles and responsibilities of the TPC, including the time commitment of that person to the role, their background, and their position within the wider organisation, and whether the role is permanent or temporary
- A travel plan steering group should be created and hold regular meetings
- Provide information on who has been consulted in the development of the travel plan (e.g. senior management, staff, union representatives, others). Provide evidence such as meeting minutes
- Provide details on how your travel plan links to your organisation's wider corporate policies (e.g. Corporate Social Responsibility, environmental management, health and safety, etc)
- Provide details on how the travel plan will be funded through its life, including the TPC role, measures and monitoring

Please tick this box if your Travel Plan has met this requirement



## Travel Plan Guidance and Checklist

### Monitoring and Reporting Strategy

The monitoring section must set out:

- Monitoring to be undertaken at the site - as a minimum travel surveys at 1, 3 and 5 years from occupation
- Any additional monitoring as appropriate (e.g. ad-hoc surveys in the years between the main surveys above)
- The travel surveys must conform to TRICS SAM methodology for independent surveying and this must be funded by the developer. See [REDACTED] for more information
- Who will be responsible for coordinating and commissioning the monitoring at the site
- Annual reporting to SBC, and whose responsibility this is
- Within the annual report - provision for remedial measures and additional monitoring as necessary should targets not be on track

Further information about the monitoring procedures can be found in the document 'Monitoring of Development Travel Plans in Slough', available on the SBC website.

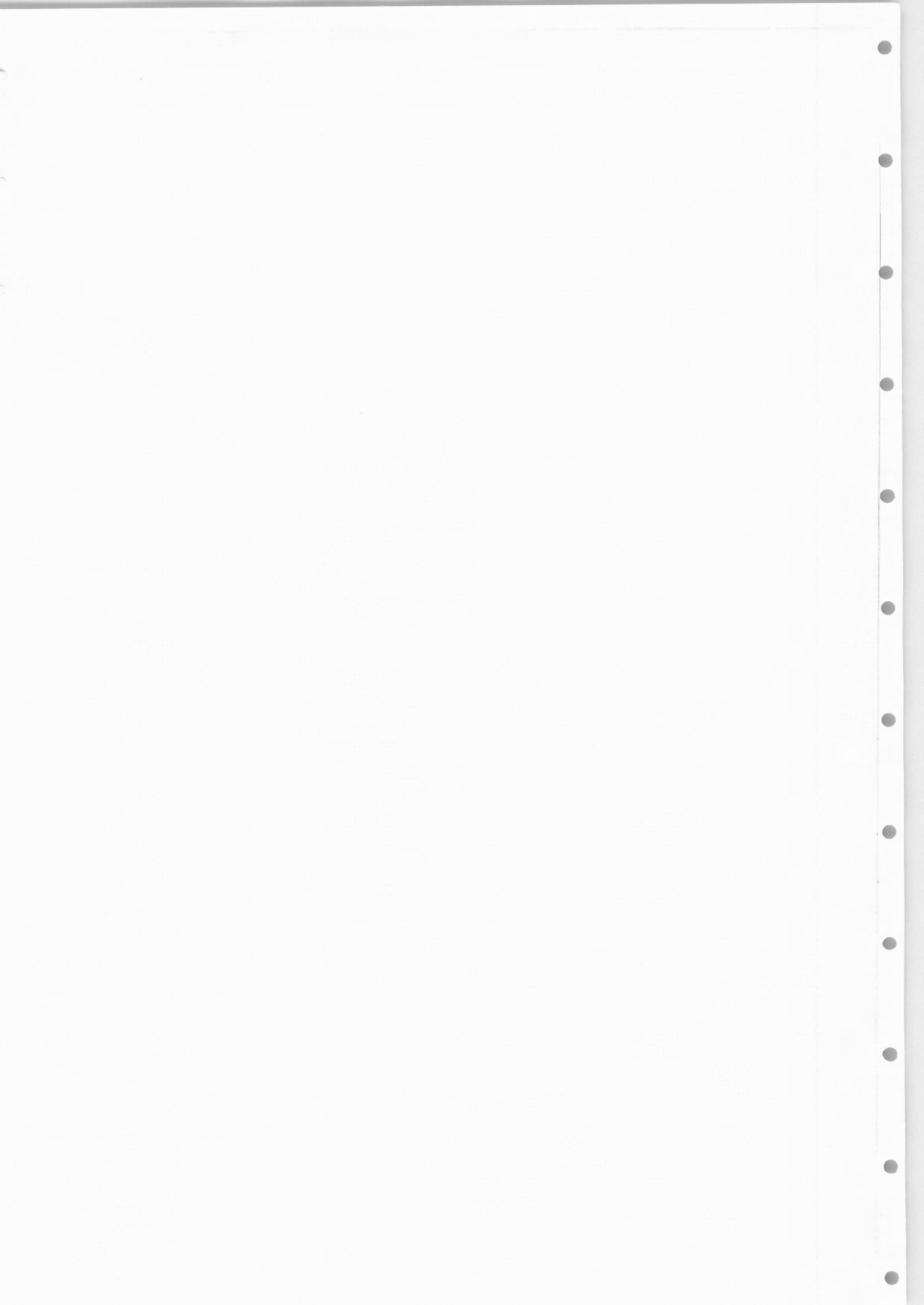
Please tick this box if your Travel Plan has met this requirement

### Action Plan

An action plan must be provided, summarising the programme of measures, targets, roles and responsibilities, and timescales. The action plan should focus on the implementation and delivery of the travel plan.

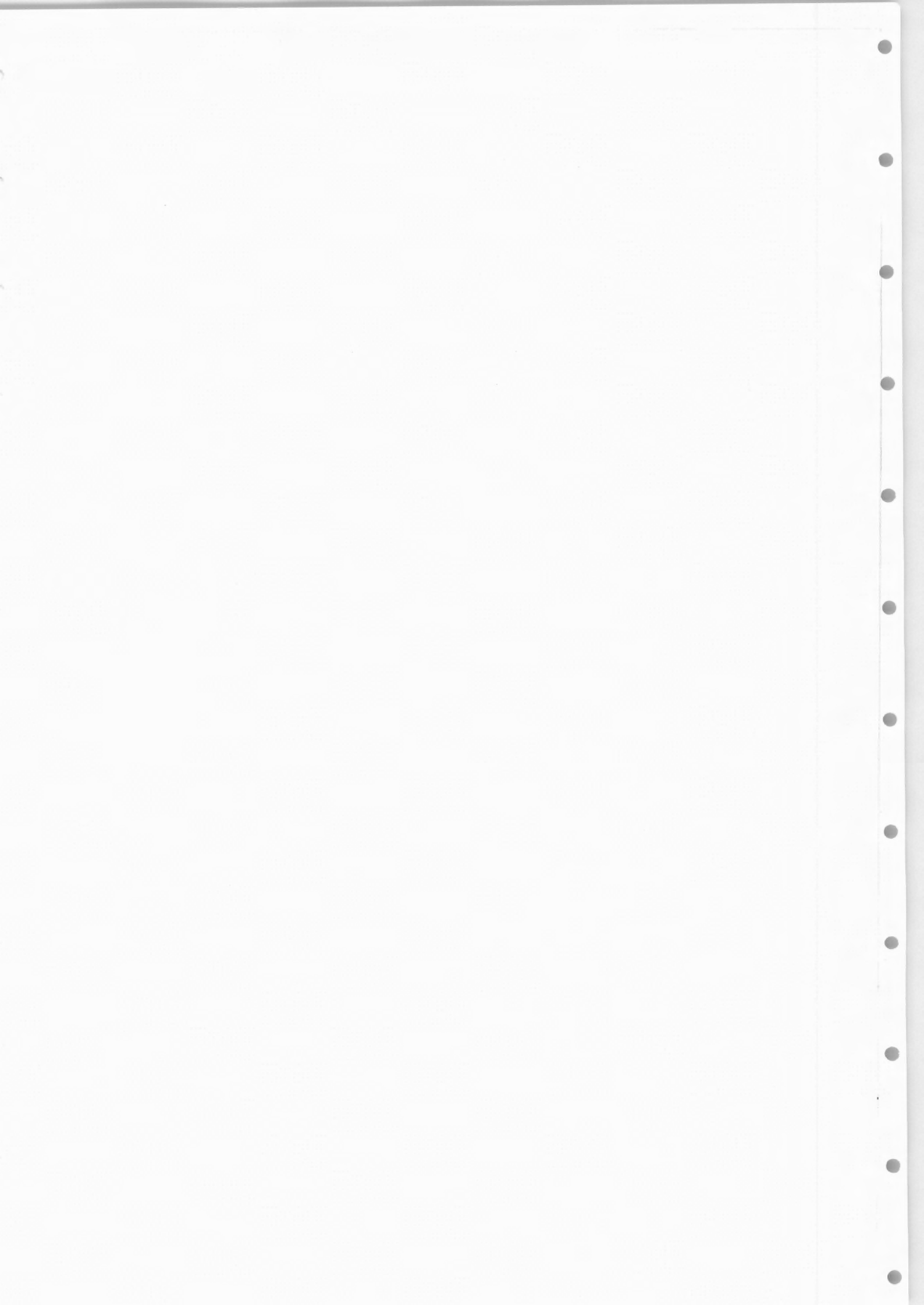
Please tick this box if your Travel Plan has met this requirement

If further advice on travel plan content is required, please contact SBC on [transportdevelopment@slough.gov.uk](mailto:transportdevelopment@slough.gov.uk)



**Schedule 6**

**Annual Travel Plan Monitoring Report**



## Travel Plan Monitoring Report

Organisation Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_

## 1. Travel Plan actions undertaken

Table 1: Actions undertaken

Action undertaken	Details	Date	Notes

## 2. Survey data

Table 2: Type of survey undertaken

Type of survey undertaken	
User/s surveyed	

Table 3: 'Main mode' modal split

Mode	Percentage (as shown in TRICS SAM output report)
Single vehicle occupants	%
Multi vehicle occupants	%
Cyclists	%
Pedestrians	%
Public transport users	%
<b>TOTAL</b>	<b>100%</b>

### 3. Progress against targets

Table 5: Progress against targets (aim targets)

Mode	Baseline survey modal split (%)	Full survey undertaken in ____ year (%)	Change from baseline (% points)	Original target for ____ (year)	Target achieved? (Yes / No)	New target/s and date/s	Comments
Single vehicle occupants							
Multi vehicle occupants							
Cyclists							
Pedestrians							
Public transport users							
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>					



Action target	Date	Achieved? (Yes / No)	New target/s and date/s	Comments

**Table 6: Progress against targets (action targets) (where applicable)**

## 4. Action plan

Action	Details	Funding	Responsibility	Action to be achieved by? (date)

## 5. Sign off

I confirm that this monitoring report is submitted as a full and accurate record.

Name:

Title:

Organisation:

Email address:

Phone number:

Date:

## 6. Slough Borough Council sign off

I confirm that this monitoring report meets the required standards and I approve the action plan and targets detailed within this document

Name:

Title:

Organisation:

Email address:

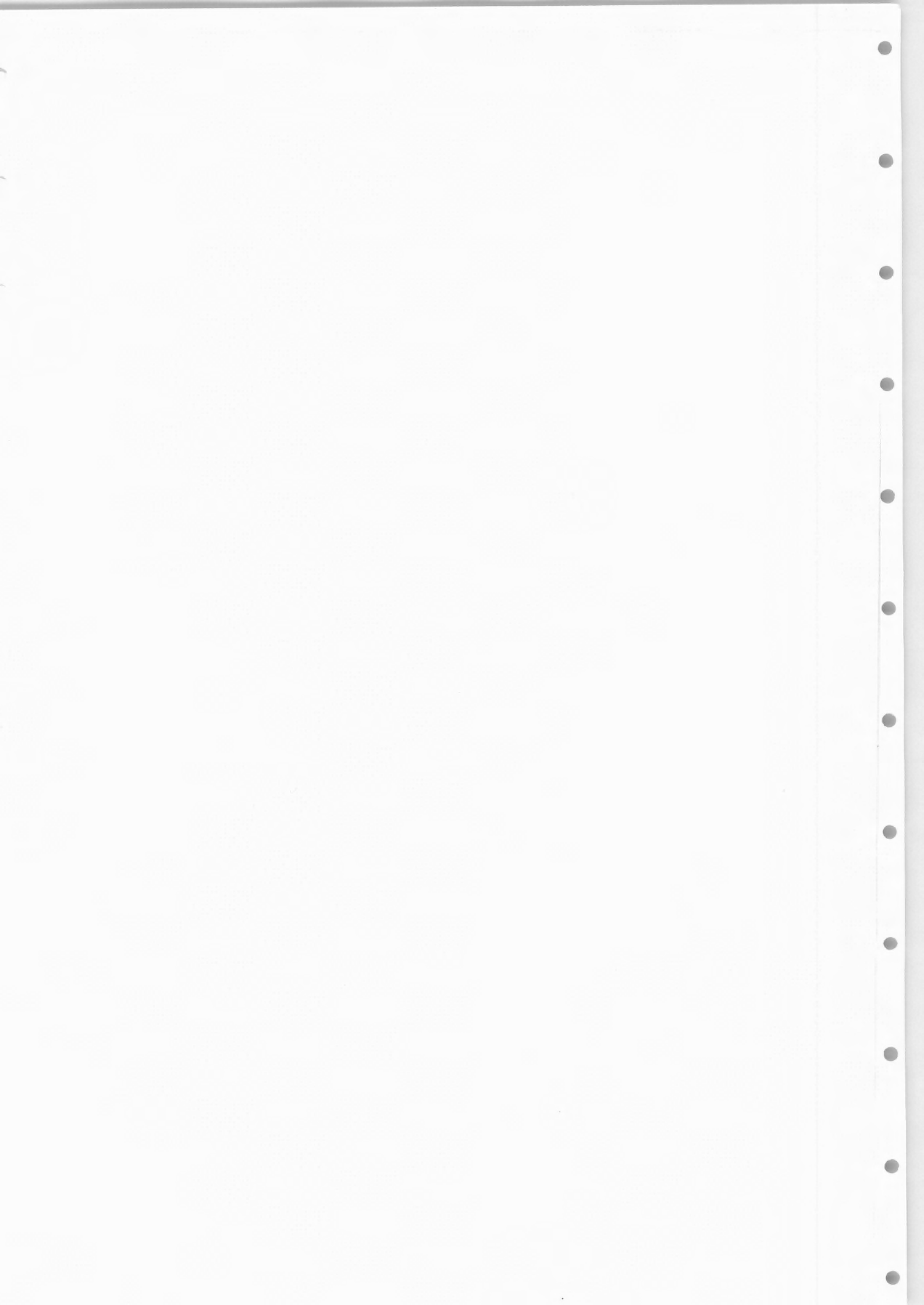
Phone number:

Date:

## Appendix A – Travel Plan document

**Schedule 7**

**Employment and Skills Plan**



## Employment and Skills Plan

Site	
Developer	
Main Contractor	
Author	
Reference	
Estimated build value	
Planned start date	
Planned completion date	

This document forms the Developer's response to clauses ..... of the Section 106 agreement between Slough Borough Council and .....

**1. Introduction**

The Section 106 Agreement (Town and Country Planning Act) linked to this development, obliges the Developer to agree an Employment and Skills Plan (ESP) with the Local Planning Authority (Slough Borough Council). For the purpose of this Plan, the Developer also includes its contractors and sub-contractors on the Developer's behalf.

This mutually authored plan is to show how the skills levels within the local labour market will be developed both during the construction phase and following completion of commissioning of the development.

**2. Development**

Describe the project below – site location, site information, what is being constructed and what the end use will be once completed

--

**3. Delivery – Construction phase/ Commissioning of the development**

**3.1 Apprentice starts**

This target describes recruitment of an Apprentice:

Supervision:	Target:	
Activity:	How many:	When:
Activity:	How many:	When:

**3.2 Apprentice completions**

This target describes completion of a formal apprenticeship framework

Supervision:	Target:	
Activity:	How many:	When:
Activity:	How many:	When:



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### 3.3 Supported Employment

Describe the identification of job opportunities and the partnership with Local Employment and Skills Agencies to source potential employees

Supervision:	Target:	
Activity:	How many:	When:
Activity:	How many:	When:

### Learning & Development

How will relationships with local schools and further education colleges be developed to support delivery?

### 4. Delivery – End user method statement

- 4.1 The employment and skills plan will be developed by the occupier in partnership with the Council. The Developer shall work with the Local Employment and Skills Agencies to recruit Apprentices to the posts.
- 4.2 During the Construction Phase/Commissioning Phase the Developer will use reasonable endeavours to:
  - Identify potential apprentice vacancies

- Encourage applications from suitable candidates resident in the Borough by liaising with the local Jobcentre Plus, employment service providers, voluntary and community sector training providers and careers service providers, including Slough Aspire and East Berkshire College;
- 4.3 Following approval of the employment and skills plan the Developer will work in partnership with the council to implement and promote the objectives of the approved plan and ensure that so far as is reasonably practicable the targets are met.

The Developer shall provide to the council annual monitoring report detailing:

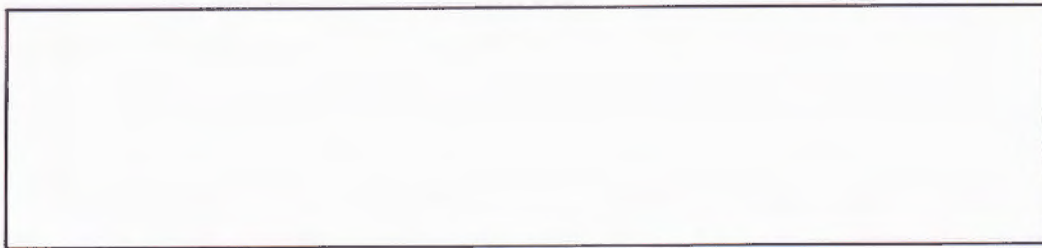
- a the numbers of Apprentices recruited to the Apprenticeship Scheme in the given calendar year.
- b The progress of the Apprenticeship Scheme
- c The achievements against the Employment and Skills Plan
- d The duration of each Apprenticeship created
- e The qualifications gained by the Apprentices
- f Any permanent jobs created
- g A copy any Apprenticeship Agreement(s)

#### **5. Contact Details**

Please list below the telephone, email and address details for the Developer's project team

#### **6. Agencies used**

Provide contact details for the employment agencies used to recruit people to work on this project. You may wish to distinguish between local and national agencies and specify the skills you are recruiting for



**7. Signatures**

This employment and skills plan has been signed by duly authorised representatives of each of the parties

**SIGNED**  
For and on behalf of Developer

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

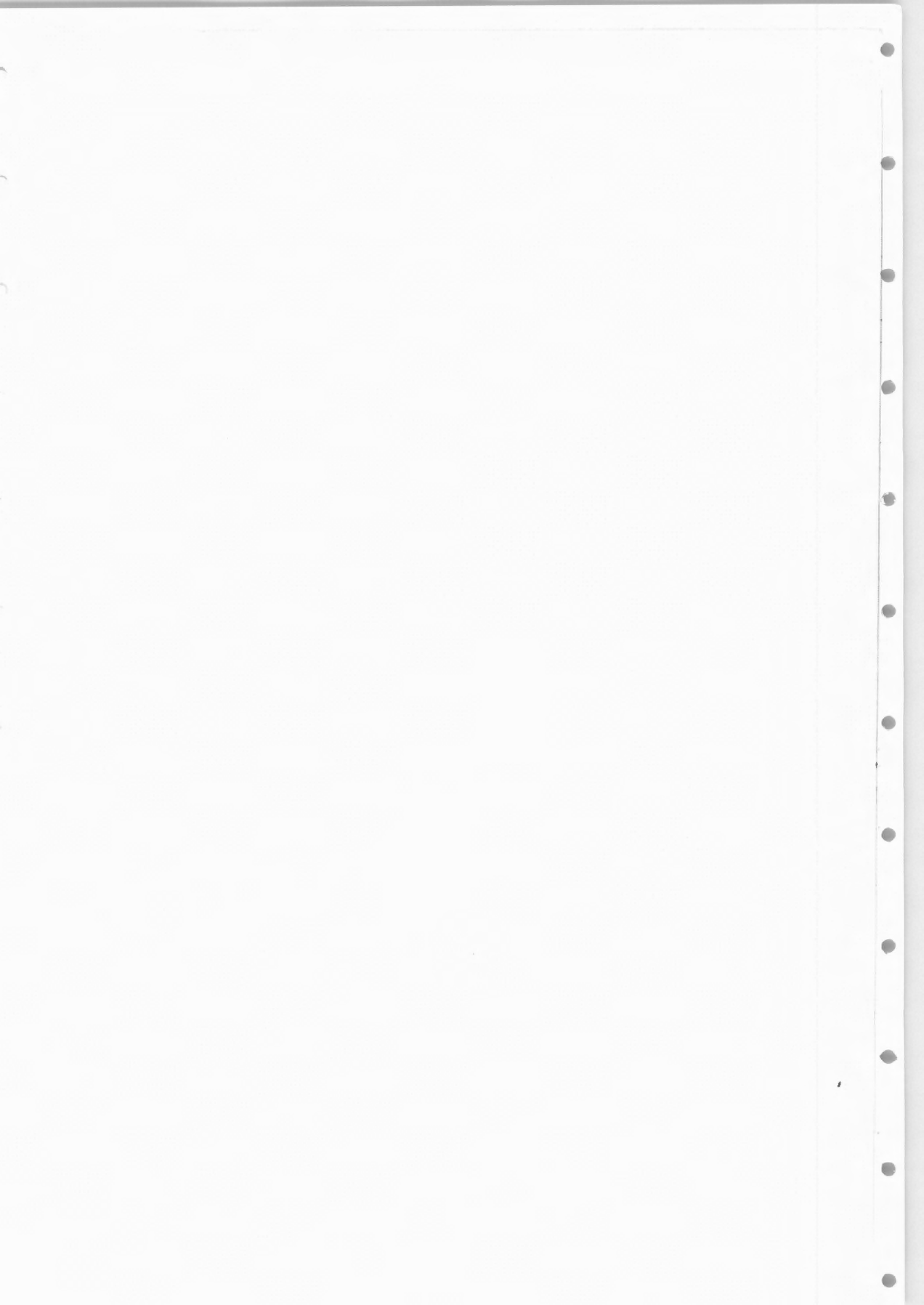
**SIGNED**  
For and on behalf of Slough Borough Council

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



DATED 17<sup>th</sup> November 2020

- (1) SLOUGH BOROUGH COUNCIL
  - (2) SLOUGH TRADING ESTATE LIMITED
  - (3) FIBRE POWER (SLOUGH) LIMITED
  - (4) SLOUGH UTILITY SERVICES LIMITED
  - (5) INTERTRUST TRUSTEE 2 (JERSEY) LIMITED
  - (6) INTERTRUST CORPORATE TRUSTEE (JERSEY) LIMITED
- AND
- (7) SSE GENERATION LIMITED

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**DEED OF VARIATION**

Pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended)  
relating to the Section 106 Agreement dated 4 May 2017

BETWEEN

(1) the Council (2) Slough Trading Estate Limited (3) Fibre Power (Slough) Limited (4)  
Slough Utility Services Limited (5) Intertrust Corporate Trustee (Jersey) Limited (6) Intertrust  
Trustee (Jersey) Limited and (7) SSE Generation Limited

Relating to the development of the land at  
342 Edinburgh Avenue, Slough, SL1 4TU

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**Council Reference**

Legal: SLGH-RTR001-059006

THIS DEED OF VARIATION OF SECTION 106 AGREEMENT is made the 17<sup>th</sup> day of November 2020

**BETWEEN:**

- (1) **SLOUGH BOROUGH COUNCIL** of Observatory House, 25 Windsor Road Slough SL1 2EL ("**the Council**");
- (2) **SLOUGH TRADING ESTATE LIMITED** of 1 New Burlington Place, London W1S 2HR and whose registered company number is 01184323 ("**the Owner**");
- (3) **FIBRE POWER (SLOUGH) LIMITED** of No 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH and whose registered company number is 2902170, **SLOUGH UTILITY SERVICES LIMITED** of No 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH and whose registered company number is 3486590 **INTERTRUST TRUSTEE 2 (JERSEY) LIMITED** (formerly known as Ogier Trustee (Jersey) Limited) (incorporated in Jersey) and **INTERTRUST CORPORATE TRUSTEE (JERSEY) LIMITED** (formerly known as Ogier Corporate Trustee (Jersey) Limited) (incorporated in Jersey) whose address for service in the UK is Legal Services, Number One Forbury Place, 43 Forbury Road, Reading RG1 3JH (together "**the Tenant**"); and
- (4) **SSE GENERATION LIMITED** of No 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH and whose registered company number is 2310571 ("**the Developer**").

**WHEREAS:**

- (A) The Council and the parties named therein entered into the Principal Deed pursuant to Section 106 of the Act in respect of the Development (each as defined in the Principal Deed).
- (B) The Owner holds the Freehold Title to the Land (as defined in the Principal Deed and as amended by this deed) which is registered at H.M. Land Registry under Title Numbers BK349559, BK331441, BK382022 and BK410618 and enters into this Agreement to consent to its terms.
- (C) The Tenant holds various Leasehold interests in the Land which are registered at the Land Registry under title numbers BK420177, BK420178, BK420168, BK420169, and BK420176.
- (D) The Developer is developing the Land in accordance with the Planning Permission (as defined in the Principal Deed).
- (E) The Land is comprised of 342 Edinburgh Avenue, Slough, SL1 4TU.

- (F) The Land is subject to a Section 106 Agreement dated 4 May 2017 made between (1) the Council (2) Slough Trading Estate Limited (3) Fibre Power (Slough) Limited, Slough Utility Services Limited, Intertrust Corporate Trustee (Jersey) Limited, Intertrust Trustee (Jersey) Limited and (4) SSE Generation Limited ("**the Principal Deed**").
- (G) The Council is the local planning authority for the purposes of the 1990 Act and considers it expedient in the interests of the proper planning of its area that the Principal Deed should be amended in the following manner.
- (H) The Developer/Tenant has submitted a request to the Council under section 106A of the 1990 Act to modify the Principal Deed and the Council has agreed to modify the Principal Deed as herein provided.
- (I) The parties have agreed that the Principal Deed shall be varied in the manner hereinafter appearing and pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 as amended and that this Deed is supplemental to the Principal Deed and should be read in conjunction with the Principal Deed.
- (J) Without prejudice to the terms of the Principal Deed, the parties hereto agree to amend the terms and covenants contained in the Principal Deed as set out below.

**NOW IT IS AGREED** as follows:

**1 Definitions and Interpretation**

- 1.1 In this Deed, all words and expressions defined in the Principal Deed shall have the same meaning in this Deed save where expressly stated in this Deed and for the avoidance of doubt, the Principal Deed shall remain in full force and effect save as varied by 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 within the Principal Deed are to clauses within the Principal Deed.
- 1.4 In this Deed the following expressions shall unless the context otherwise states have the following meaning now allocated to them:

**“this Deed”** means this deed of variation;

**“the Parties”** means all the parties to this Deed ;

**“Principal Deed”** means the Section 106 Agreement dated 4 May 2017 entered into by (1) the Council (2) Slough Trading Estate Limited (3) Fibre Power (Slough) Limited (4) Slough Utility Services Limited (5) Intertrust Corporate Trustee (Jersey) Limited (6) Intertrust Trustee (Jersey) Limited and (7) SSE Generation Limited;

**2 LEGAL EFFECT**

- 2.1 This Deed is made under Sections 106 and 106A of the 1990 Act and the obligations, restrictions and covenants contained in this Deed are planning obligations for the purposes of the said Section 106 of the 1990 Act and are enforceable by the Council against the Developer, the Tenant or any future tenants or occupiers of the Land 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 Owner, Developer or Tenant or their successors in title.



- 2.2 This Deed is also entered into pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.3 This Deed shall take effect on the date hereof.
- 2.4 In all other respects, the Principal Deed (as varied by this Deed) shall continue in full force and effect.

### 3 Variations

The following variations will be made to the Principal Deed, detailed as follows:

- 3.8.4 The definition of "HGV Movements" in the Principal Deed shall be deleted in its entirety and replaced with the following:

**"HGV Movements"** means those movements to or from the Land by HGVs (and for the avoidance of doubt, for the purposes of this definition, a separate HGV Movement shall be deemed to occur on the occasion of each separate arrival or departure of any HGV to or from the Land)"

- 3.8.5 The definition of "Land" in the Principal Deed shall be deleted in its entirety and replaced with the following:

**"Land"** means the land known as 342 Edinburgh Avenue, Slough, Berkshire SL1 4TU shown for the purposes of identification edged in red and blue on the Plan"

- 3.8.6 Schedule 1, Clause 4.1.7 in the Principal Deed shall be deleted in its entirety and replaced with the following:

*"not permit more than 100,000 HGV Movements per year"*

- 3.8.7 Schedule 1, paragraphs 4.2 and 4.3 in the Principal Deed shall be deleted in its entirety and replaced with the following:

3.8.7.1 Paragraph 4.2 :

*"In the event that the number of HGV Movements is anticipated to reach 100,000 in any year the Developer shall inform the Council in advance by way of written notice".*

3.8.7.2 Paragraph 4.3:

*"In the event that the number of HGV Movements reaches 100,000 in any year the Developer shall not permit any further HGV Movements to be made in that year without the prior written consent of the Council".*

**4 COSTS**

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

**5 RIGHTS OF THIRD PARTIES**

The Parties 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.

**6 WAIVER**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

**7 POWERS OF THE COUNCIL**

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 statues by-laws statutory instruments orders regulations or power in the exercise of their functions as a local authority.

**8 REGISTRATION OF THIS DEED**

This Deed is a Local Land Charge and the Council shall register it in its Register of Local Land Charges in accordance with the provisions of the Local Land Charges Act 1975 and Section 106(11) of the Town and Country Planning Act 1990 as amended.

**9 TRUSTEE PROVISIONS**

In this clause 9 the following definitions apply:

**"Declaration of Trust"** means the declaration of trust dated 9 November 2007 pursuant to which the Jersey Trustees hold the Land.

**"Jersey Trustees"** means Intertrust Corporate Trustee (Jersey) Limited and Intertrust Trustee 2 (Jersey) Limited

- 9.1 Any liability the Jersey Trustees may incur under this Deed is limited to the value of the assets held by the Jersey Trustees pursuant to the Declaration of Trust from time to time, and any liability above and beyond the trust assets is extinguished.
- 9.2 The Jersey Trustees are contracting in this Deed in their capacity as trustees under the Declaration of Trust only.

Dalton  
Warner  
Davis

Multifuel - Site Location Plan

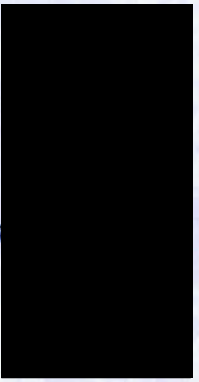
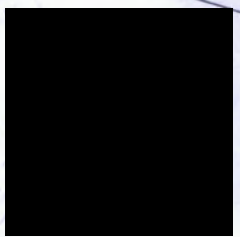


Promap

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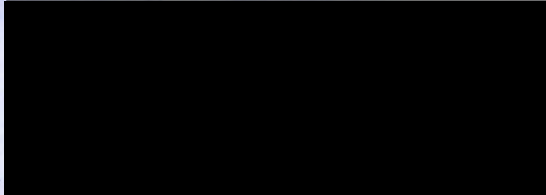
DWD/7784/01

S406



**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a Deed by affixing the Common Seal of **SLOUGH BOROUGH COUNCIL** in the presence of:



.....  
Sushil Thobhani (Authorised Officer)  
Service Lead (Governance)



EXECUTED as a Deed by  
**SLOUGH TRADING ESTATE LIMITED**  
By a Director in the presence of a witness:



Print Name

\_\_\_\_\_



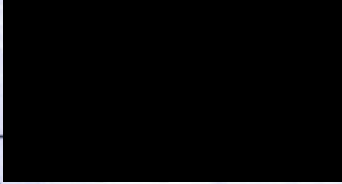
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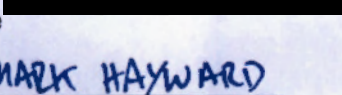
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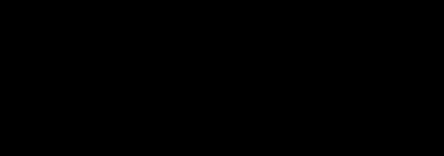
Address **[REDACTED]**

Occupation **CHARTERED ACCOUNTANT**


EXECUTED as a Deed by  
**FIBRE POWER (SLOUGH) LIMITED** ✓  
By a Director in the presence of a witness:

Director 

Print Name   
MARK HAYWARD

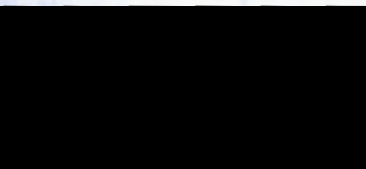
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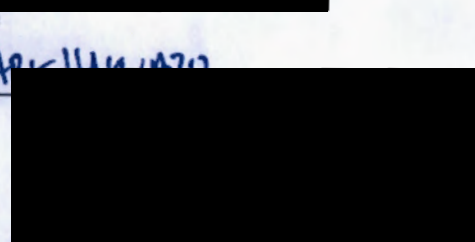
Print name PETER VALKENBURG

Address 

Occupation Quantity Surveyor

EXECUTED as a Deed by  
**SLOUGH UTILITY SERVICES LIMITED** ✓  
By a Director in the presence of a witness:

Director 

Print Name   
MARK HAYWARD

Witness 

Print name PETER VALKENBURG

Address 

Occupation Quantity Surveyor

EXECUTED as a Deed by  
**INTERTRUST TRUSTEE 2 (JERSEY) LIMITED**  
in its capacity as trustee under the Declaration of Trust  
By a Director in the presence of a witness:

Director

Print Name

ROGER BOLAN

Witness

Print name **Charles Thomas**

Address

St Helier  
Jersey

Occupation

Administrator

EXECUTED as a Deed by  
**INTERTRUST CORPORATE TRUSTEE (JERSEY)  
LIMITED** in its capacity as trustee under the Declaration  
of Trust  
By a Director in the presence of a witness:

Director

Print Name

CHEMEL HESLOP

Witness

Print name **Charles Thomas**

Address

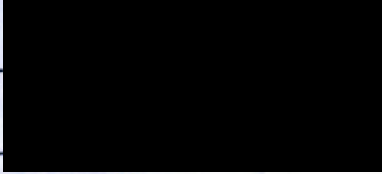
St Helier  
Jersey

Occupation

Administrator

EXECUTED as a Deed by ✓  
**SSE GENERATION LIMITED**  
By a Director in the presence of a witness:

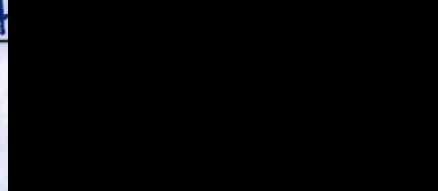
Director



Print Name

MARK H. [REDACTED]

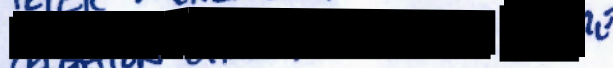
Witness



Print name

PETER VALKENBORG

Address



Occupation

QUANTITY SURVEYOR



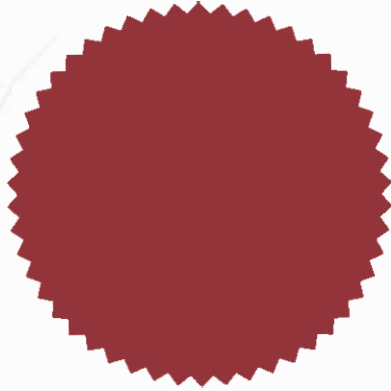
IN WITNESS whereof the parties hereto have executed this Deed as a deed the day and year first before written

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

in the presence of



PATRICK KELLY  
SENIOR LAWYER & TEAM LEADER  
HB PUBLIC LAW



5985

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

[REDACTED]

.....ANN GRAY  
PRINT NAME

Witness Signature: ..... [REDACTED]

Witness Name: .....PAUL CHILVERS.....

Witness Address: ..... [REDACTED]

Witness Occupation: .....HEDGING MANAGER.....

