

Our Ref: LF/23061

4 October 2024

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Dear Ms Palmer

**Response to Local Planning Authority Submissions**

**S62a Application**

**S62A/2024/0057 Former Friends School Field, Mount Pleasant Road, Saffron  
Walden, CB11 3EB**

Further to your email of the 26 September 2024, we have the pleasure in enclosing a completed Unilateral Undertaking pursuant to s106 of the Act.

The Undertaking contains the following elements:

**Affordable Housing**

There is a commitment to 40% affordable housing delivery with a tenure mix of 70% Affordable Rented Units and 30% Shared Ownership, as required by the Local Planning Authority.

**Biodiversity Net Gain**

The application shows the need for off site habitat units to be purchased to ensure the delivery of 10% net gain. At present this is a requirement of 10.52 habitat units.

The first priority is delivering habitat units on site without the need for off site provision, the Undertaking is therefore drafted to enable a further Metric to be undertaken in accordance with the submitted Ecological Impact Assessment once the detailed landscaping strategy is approved, thus demonstrating the on-site provision and residual off site habitat units that are required to be purchased.

**Steven Barker**

Director  
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Director (Managing)  
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Once the off site requirement is ascertained, there is then two options, to provide off site units on other land owned by the Applicant within the Uttlesford administrative area, or to buy unit credits from a Biodiversity Gain Site Register.

The Applicant has been in contact with the Environment Bank who are maintain sites on the register. They have credits available for the Applicant to purchase once the final figure is ascertained.

This approach ensures that Net Gain is maximised on site prior to any off site mitigation being required.

#### Healthcare Contribution

This has been included within the Undertaking, but our concerns regarding the nature of this contribution have been expressed in our letter of the 20 September. As such the Undertaking does include a 'blue pencil' clause. It is therefore essential for any decision to make it clear whether the Inspector considers this contribution to be CIL compliant or not.

#### Sports Pitches, Clubhouse and Woodland

The Sport Pitches, Clubhouse and Woodland area are shown in yellow on the plan contained in Schedule 1.

The Town Council have expressed a willingness to take on the lease of this part of the site, to facilitate the use of the area by the Community. The provisions for such a transfer are contained within the Undertaking, along with an associated and agreed contribution towards 15 years maintenance of the area.

The Undertaking also provides for the land and contribution to be transferred to a management company should the Town Council not take on the lease of this space.

The trigger for delivery is set at 80% of the open market dwellings, this trigger has been specifically set to ensure that the development can progress without creating a health and safety issue resulting from members of the public travelling through the site to use the clubhouse and sports pitches.

#### Public Open Space

The remaining open space is shown in orange on the plan contained within Schedule 1.

This remaining open space has been separated out from the sports pitches, clubhouse and woodland due to the relationship with the residential development and most importantly the proposed interrelationship with the open space being provided as part of the adjacent development.



Both parcels of land if transferred to an alternative maintenance provider, such as the Town Council, would result in arbitrary boundaries for things like grass maintenance. This would be untenable as maintenance responsibilities would never be clearly defined.

The intention is that the same maintenance provider for the school development will take on the additional open space annotated in orange and a maintenance contribution will be available to that provider to cover the 15 years of maintenance required by the SPD, however, there is provision within the Undertaking to transfer this land to the Town Council if the situation on site should change.

The trigger is also 80%, but this is based on the need for the western open space to be used as a construction compound for the development.

#### Local Labour

The Undertaking makes provision for an Employment and Skills Plan to encourage local employment.

#### Education and Library Contributions

Are set out as requested by the County Council with payment upon first occupation.

As this application is made in full, there is no requirement for any mechanisms to be included in respect of any alternative housing mix.

#### Highways Contributions

The County Council has not sought contributions in respect of this application, as it sought additional information in the first instance. The Applicant has taken the initiative and ascertained the level of contributions sought by the County in respect of the adjacent Friends School development. These contributions were not secured as there was a viability issue associated with that scheme.

This Undertaking has therefore sought to include provision for both walking, cycling and bus improvements.

We are aware that the Local Planning Authority would prefer a s106 Agreement as opposed to a Unilateral Undertaking, the Applicant first approached the Authority on the 27 August 2024 with a view to progressing a tri-party agreement, unfortunately the first contact we had with solicitors representing the Council was on the 30 September 2024, 5 working days before the deadline for a signed and completed legal agreement. This left little time for meaningful discussion and to obtain agreement to a s106 prior to the stated submission date.

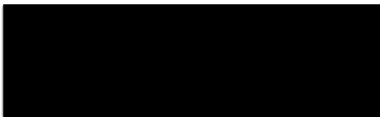


It is understood that the County Council wish to include a mechanism associated with the delivery of a Travel Plan. The Applicant is happy to delivery a Travel Plan but consider that this can be dealt with by means of an appropriately worded planning condition.

It is considered that this Unilateral Undertaking addresses the comments that have been received to date.

We trust the above assists in the determination of the application, if anything further is required, please do not hesitate to contact me.

Yours sincerely



**Liz Fitzgerald**  
Managing Director