

MEETING NOTE



100 Pall Mall
London
SW1Y 5NQ

Attendees:		LLDC
		Pinsent Masons abbreviated to PM
		Arup
		MSG
		HSF
		HSF
		DP9
		DP9
Date	Friday 4 th May 2018	
Subject	Stratford Gardens – S106	

General Principles

HSF ■ explained that it will be important to progress the licensing discussions with the licensing authority (LB Newham) in parallel with the preparation and determination of the planning application, to ensure any licensing restrictions on the venue are consistent with planning conditions / s106 obligations and to avoid the two processes being run one after the other, causing repetition of the same issues and confusion for local residents.

HSF
LLDC-A In this context, ■ suggested that the licensing authority should attend certain pre-application meetings. ■ agreed with this.

HSF ■ confirmed that MSG is in the process of appointing a licensing solicitor.

HSF ■ advised that the advert consent application / S278 Agreement will also be progressed alongside the planning application.

DP9 ■ outlined that the S106 obligations will need to be CIL compliant i.e. obligations should only be sought where they meet all of the following tests:

- necessary to make the development acceptable in planning terms;
- directly related to the development; and
- fairly and reasonably related in scale and kind to the development.

Programme

DP9 [REDACTED] outlined that the intention is for the application submission to be accompanied by an Environmental Statement, which outlines the impacts on the local area, and identifies the required mitigation measures and proportionate infrastructure contributions/improvements to make the development acceptable.

HSF [REDACTED] explained that the intention is to progress and submit detailed Heads of Terms as part of the application submission i.e. to front load the S106 process as far as possible.

HSF [REDACTED] outlined that the aim is then for the S106 Agreement to be drafted during determination of the application, which would ensure there are limited delays in agreeing the S106 Agreement / issuing the decision notice post-committee. This was agreed in principle by Pinsent Masons LLP and LLDC.

Titles and Parties

HSF [REDACTED] confirmed the freehold of the site is owned by Stratford Garden Property Limited.

HSF [REDACTED] explained that the development is likely to involve some limited over sailing over land owned by Network Rail, the Secretary of State/ HS1 Limited and Engie. [REDACTED] suggested that it is not necessary to include these landowners as part of the S106 Agreement. [REDACTED] agreed with this on the assumption that this 'over sailing' land is not, of itself, required to be subject to any planning obligations. **HSF PM**

LLDC-A [REDACTED] said that he expected LB Newham would wish to be a party to the S106 Agreement. [REDACTED] to consider this further. **HSF**

HSF [REDACTED] advised he does not anticipate that it will be necessary for TfL to be party to the S106 Agreement based on MSG's current expectations as to the contents of the Agreement. [REDACTED] advised they are comfortable with this, but suggested early engagement with TfL to discuss and confirm because TfL are separately represented and LLDC/PM cannot speak for them. **LLDC-A / PM**

S106 Headings

DP9 [REDACTED] outlined the intention is to limit the number of S106 obligations/conditions that restrict the operation of the venue as far as possible. This will be informed by the ongoing technical assessments.

Furthermore, there should be as few pre-commencement conditions and obligations as possible so that MSG may start construction on site promptly after the grant of planning permission.

DP9 [REDACTED] outlined a need to discuss and understand with LLDC any restrictions on the operation of the venue as soon as possible, given that this will be crucial to the commerciality of the venue.

Event Management

LLDC-A [REDACTED] explained that there are multiple stakeholders with whom it will be necessary for MSG to engage regarding the management of events, such as the Safety Advisory Group and the Olympic Park Management Team etc. Full list of relevant entities to be confirmed by LLDC.

DP9 [REDACTED] confirmed that an Event Management Plan would be produced prior to the grant of planning permission, for LLDC's approval, and relevant consultants are engaged to produce this. The Plan would be relevant for both the planning and licensing applications.

LLDC-A ■ advised that MSG should engage/co-ordinate with relevant local groups and surrounding neighbours (e.g. Westfield) to discuss the impact of the development on the surrounding area, and explain how any adverse impact will be mitigated.

LLDC-A In this context, ■ advised that MSG should engage with surrounding neighbours and local groups on the Event Management Plan.

LLDC-A ■ queried whether TfL are seeking support for station staff during event days. ■ advised that this is not considered appropriate. **DP9**

DP9 ■ advised that any contributions would need to be proportionate to mitigate any impacts of the development, and not mitigate pre-existing issues.

DP9 ■ advised it is not expected that the development would contribute to infrastructure which is included on the LLDC's regulation 123 list (nor would this in fact be lawful under the current CIL Regulations).

Arup ■ advised that under the new EIA regulations it may be necessary for the LLDC to secure measures to monitor the effects of the development (i.e. Travel Plan, noise, light). SH outlined that a community liaison process would need to be established as part of this.

DP9 ■ explained that there would be parts of the Development accessible from the public realm area without the need for a ticket to an event, such as restaurants etc.

Transport

DP9 ■ outlined that the key transport related considerations will be:

- Servicing and deliveries
- Construction Management
- Travel Plan
- Blue badge parking
- Event timings / management

DP9 • Infrastructure contributions – ■ outlined that the contributions need to be proportionate to the level of impact.

LLDC-A ■ advised that the expectation is for the development to contribute towards Stratford Station, but the level of contribution and what exactly it will be spent on will be dependent on the level of impact (as informed by the technical assessments).

DP9 ■ advised that other measures to reduce impact on Stratford Station would be considered e.g. measures to encourage use of alternative public transport routes, such as Maryland station, and limiting the impact on peak hours as far as possible.

MSG ■ advised that MSG is in the process of developing a scheme for Montfichet Road, which would be presented to LLDC.

LLDC-A ■ advised that the Montfichet Rd scheme will need to be reflected in the Travel Plan i.e. closure of Montfichet Rd during events.

LLDC-A ■ advised that there is a need to establish a theoretical area where highways works may take place. In particular, ■ was keen to understand how the bridges will connect into the highway.

LLDC-A ■ outlined there is a need for LLDC to consider whether Controlled Parking Zones should be altered to mitigate the impact of the development.

Public Realm

LLDC-A ■ outlined that LLDC would expect public access to accessible areas outside of the actual venue itself e.g. the bridges. ■ commented that LLDC has well established 'public realm' drafting from the various Stratford City section 106 agreements. ■ said he was familiar with this as was himself involved in the drafting of it.

HSF

MSG ■ outlined that MSG are comfortable with public access to the site, including the podium, but that access may need to be restricted at certain times E.g. for the purposes of security or public safety. It is not expected that 24 hour access will be available to the podium, with closures overnight to avoid the risk of anti-social behaviour.

It was explained that all bridges would remain in private ownership and the Section 106 Agreement will contain obligations in relation to the terms for access to the public realm.

It was discussed that an estate management plan would be required to cover public access to the site.

Sphere Exterior

MSG ■ outlined that the sphere exterior will be made up of LED screens.

MSG ■ advised that the design of the sphere exterior allows for the intensity/content to be controlled on different parts of the building.

DP9 ■ explained this could be used to control light pollution to nearby sensitive receptors (i.e. residential developments) and mitigate safety concerns (including rail/road distraction). This will be informed by the ongoing technical assessments.

It was discussed that further consideration will be required as to how road/rail safety is assessed in the context of the sphere exterior display.

DP9 ■ advised that public art could potentially be displayed on the sphere exterior – this would need to be discussed further.

DP9 ■ advised that a visual management strategy will be developed to take account of the above considerations.

Employment

MSG ■ outlined that MSG is keen to engage with LLDC and Newham to develop a positive employment, skills and training strategy.

MSG ■ outlined that MSG is keen to link this to a digital related training programmes i.e. linked to MSG operations.

DP9 [redacted] outlined that the employment, skills and training strategy would be developed as part of the application submission.

Community Programme

MSG [redacted] outlined that MSG is hiring a community engagement manager, and is keen to develop a community programme, to include for example. engagement with local schools.

MSG [redacted] outlined that the intention is to link the programme to MSG operations.

Other possible items discussed included: opportunities for local artists to use space at the venue, work experience opportunities for local residents/young people and scholarship funding.

LLDC-A [redacted] advised that LB Newham is likely to request free ticket allocations for local residents. [redacted] **MSG**

Energy and Sustainability

DP9 [redacted] advised that a range of sustainability measures will be incorporated into the design of the building. These were discussed at the pre-application meeting on 27th April, including the following:

- Using reasonable endeavours to Connect into the ENGIE CHP Plant, subject to an ability to cascade out on commercial grounds. JL said that the end stage of the cascade would be a carbon off-set payment based on the price per carbon tonne as set out in the carbon offset SPD.
- Materials efficiency e.g. intention to reduce material use in building design, encouraging reuse of existing materials and use of recycled content etc.
- Climate Change Adaptation e.g. increase asset resilience to future climate change impacts including risks to end user safety from extreme weather events and climate change.
- Water Efficiency and management e.g. a water efficiency strategy to achieve the maximum number of BREEAM credits and demonstrate compliance with relevant policy requirements, rainwater harvesting.

Design

PM [redacted] outlined there will need to be an obligation within the S106 Agreement addressing the situation where the scheme architect is changed post the grant of consent, so as to ensure a building of a high quality design is delivered. This will be in the usual standard form.

Security

A pre-application meeting is scheduled for 2nd July to discuss security measures in further detail.

Planning Use Class

HSF [redacted] outlined that it seems most sensible to have the planning use class of the venue as Sui Generis – This was agreed by the LLDC. [redacted] advised that the building would be treated as one planning unit with a description of the uses within the building to be agreed for the purpose of defining the **HSF**

HSF

Sui Generis use. [REDACTED] agreed to prepare a description to include the podium and the public realm area.

DRAFT