

DRAFT HEADS OF TERMS

Proposed Planning Obligation Agreement Section 106 Town and Country Planning Act 1990

This Heads of Terms has been assessed against the adopted Supplementary Planning Document on Planning Obligations dated 1st April 2008. All contributions in respect of the residential development are assessed against general market units only.

Planning application reference: P140963/O

Site for the development of up to 135 homes (89 open market units and 46 affordable homes), public open space, new access (including demolition of 144 Aylestone Hill), structural landscaping, sustainable drainage including balancing ponds and infrastructure on land at 144 Aylestone Hill and land to the east of Aylestone Hill, Hereford, HR1 1JJ.

1. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of:

£1,891.00 (index linked) for a 2 bedroom open market dwelling

£3,106.00 (index linked) for a 3 bedroom open market dwelling

£5,273.00 (index linked) for a 4+ bedroom open market dwelling

On the indicative housing scheme submitted this would equate to £83,861.39.

The contributions will provide for enhanced educational infrastructure at North Hereford Early Years, St Francis Xavier Roman Catholic Primary School (5% of total contribution), St Mary's Roman Catholic High School (8% of total contribution), and the Special Education Needs Schools (1% of total contribution). The sum shall be paid on or before first occupation of the 1st open market dwellinghouse, and may be pooled with other contributions if appropriate.

2. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of:

- £1,720.00** (index linked) for a 2 bedroom open market dwelling
- £ 2,580.00** (index linked) for a 3 bedroom open market dwelling
- £ 3,440.00** (index linked) for a 4+ bedroom open market dwelling

On the indicative housing scheme submitted this would equate to £146,282.00.

The contributions will provide for sustainable transport infrastructure to serve the development, which sum shall be paid on or before occupation of the 1st open market dwellinghouse and may be pooled with other contributions if appropriate. The sustainable transport infrastructure will include improvements to cycling and walking facilities between the site, colleges/schools and the city centre, and local employment sites (the schemes could include the Prospect Walk scheme @ £250,000, Aylestone Park cycle facility @ £200,000.00 and improvements to public transport facilities. The SCOOT system controlling the traffic signal between the site and the city centre needs upgrading as it is at capacity @ £20,000.00).

3. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of:

- £878.00** (index linked) for a 1 bedroom open market dwelling
- £1066.00** (index linked) for a 2 bedroom open market dwelling
- £1,442.00** (index linked) for a 3 bedroom open market dwelling
- £1,756.00** (index linked) for a 4 bedroom open market dwelling

On the indicative housing scheme submitted this would equate to £138, 332.00.

The contributions will provide for off-site play facilities, an off-site contribution to meet policy requirements towards Aylestone Park and the provision of community sports facilities to develop a junior hub for football with training facilities for all ages and associated infrastructure in meeting identified deficiencies in the Playing Pitch Assessment for Hereford, which sum shall be paid on or before occupation of the 1st open market dwellinghouse and may be pooled with other contributions if appropriate.

4. Alternatively, the developer covenants with Herefordshire Council to:

4.1 The removal of the top soil from the development site (subject to a waste management plan)

4.2 Before occupation of any dwelling on the land to pay the sports contribution to the Council unless the owner has entered into a contract with the Council for the relocation of the top soil referred to in paragraph 4.1 above for the provision of 3 sports pitches at Aylestone Hill Park. The developer will be liable for the laying out of the pitches i.e levelling and appropriate drainage in accordance with condition 2 of planning permission HC940371QZ/E which states that notwithstanding the details indicated on the deposited drawing full details of the design, location and construction of the proposed playing pitches shall be submitted to and agreed by the Local Planning Authority prior to commencement.

5 The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£10,680.00** (index linked). The contribution will provide for waste reduction and recycling in Hereford. The sum shall be paid on or before occupation of the 1st open market dwelling, and may be pooled with other contributions if appropriate.

6 The developer covenants with Herefordshire Council to either pay Herefordshire Council a 15 year commuted sum for maintenance of the on-site Public Open Space (POS) and Attenuation Basins, if to be adopted by the Council. Such sums to be calculated in accordance with the Council's tariffs or, the maintenance of the on-site Public Open Space (POS) will be by a management company which is demonstrably adequately self-funded or will be funded through an acceptable on-going arrangement; or through local arrangements such as a Trust set up for the new community for example. There is a need to ensure good quality maintenance programmes are agreed and implemented and that the areas remain available for public use.

Note: The attenuation basin will be transferred to the Council with a 60 year commuted sum. This will be done as part of a land transfer.

- 7 The developer covenants with Herefordshire Council that 35% of the residential units shall be “Affordable Housing” which meets the criteria set out in policy H9 of the Herefordshire Unitary Development Plan and the National Planning Policy Framework or any statutory replacement of those criteria and that policy including the Supplementary Planning Document on Planning Obligations (2008).
- 8 Of those Affordable Housing units, at least 54% shall be made available for social rent with the remainder 46% being available for intermediate tenure occupation. For the avoidance of doubt, the term intermediate tenure shall not include equity loans or affordable rent.
- 9 All the affordable housing units shall be completed and made available for occupation prior to the occupation of no more than 80% of the general market housing or in accordance with a phasing programme to be agreed in writing with Herefordshire Council.
- 10 The Affordable Housing Units must at all times be let or managed by a Registered Provider in accordance with the guidance issued from time to time by the Homes and Communities Agency (or any successor agency) with the intention that the Affordable Housing Units shall not be used for any purpose other than the provision of Affordable Housing by way of Social Rented Housing and Intermediate Housing (unless otherwise agreed in writing by the Council) to persons who are:
 - 10.1 registered with Home Point at the time the Social Rented Housing Unit or the Intermediate Rent Housing Unit become available for residential occupation; or
 - 10.2 is eligible for a Shared Ownership Housing Unit under the Herefordshire Allocations Policy and the allocation policy of the landlord Registered Proprietor; and
 - 10.3 satisfy the requirements of paragraph 13 below.
11. The Affordable Housing Units must be advertised through Home Point and allocated in accordance with the Herefordshire Allocation Policy for occupation as a sole residence to a person or persons one of who has:-

11.1 a local connection with the parish of Aylestone;

11.2 in the event there being no person with a local connection to the above parish any other person ordinarily resident within the administrative area of Herefordshire Council who is eligible under the allocation policies of the Registered Social Landlord if the Registered Social Landlord can demonstrate to the Council that after 28 working days of any of the Affordable Housing Units becoming available for letting the Registered Social Landlord having made all reasonable efforts through the use of Home Point have found no suitable candidate under sub-paragraph 10.1 above

12. For the purposes of sub-paragraph 11.1 of this schedule 'local connection' means having a connection to one of the parishes specified above because that person:

12.1 is or in the past was normally resident there; or

12.2 is employed there; or

12.3 has a family association there; or

12.4 a proven need to give support to or receive support from family members; or

12.5 because of special circumstances

13. The developer covenants with Herefordshire Council to construct the Affordable Housing Units to the Homes and Communities Agency 'Design and Quality Standards 2007' (or to a subsequent design and quality standards of the Homes and Communities Agency as are current at the date of construction) and to Joseph Rowntree Foundation 'Lifetime Homes' standards. Independent certification shall be provided prior to the commencement of the development and following occupation of the last dwelling confirming compliance with the required standard.

14. The developer covenants with Herefordshire Council to construct the Affordable Housing Units to Code Level 3 of the 'Code for Sustainable Homes – Setting the Standard in Sustainability for New Homes' or equivalent standard of carbon emission reduction, energy and water efficiency as may be agreed in writing with the local planning authority. Independent certification shall be provided prior to the commencement of the development and following occupation of the last dwelling confirming compliance with the required standard.
15. In the event that Herefordshire Council does not for any reason use the sum specified in paragraphs 1, 2, 3, 4 and 5 above for the purposes specified in the agreement within 10 years of the date of this agreement, the Council shall repay to the developer the said sum or such part thereof, which has not been used by Herefordshire Council.
16. The sums referred to in paragraphs 1, 2, 3, 4 and 5 above shall be linked to an appropriate index or indices selected by the Council with the intention that such sums will be adjusted according to any percentage increase in prices occurring between the date of the Section 106 Agreement and the date the sums are paid to the Council.
17. The developer covenants with Herefordshire Council to pay a surcharge of 2% of the total sum detailed in this Heads of Terms, as a contribution towards the cost of monitoring and enforcing the Section 106 Agreement. The sum shall be paid on or before the commencement of the development.
18. The developer shall pay to the Council on or before the completion of the Agreement, the reasonable legal costs incurred by Herefordshire Council in connection with the preparation and completion of the Agreement.

Yvonne Coleman

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