

# 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 1<sup>st</sup> April 2008. All contributions in respect of the residential development are assessed against general market units only.

Planning Application – 150789/F

Proposed residential development of 20 dwellings (including 5 affordable dwellings) on land at Tenbury Road, Brimfield

1. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£79,895**. The contribution will provide enhanced educational infrastructure at Orleton Primary School, Wigmore High School, St Marys RC High School, Early Years, Post 16, Youth Services and Special Education Needs. The sum shall be paid on or before the commencement of the development, and may be pooled with other contributions if appropriate.
2. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£55,000**. The contributions will provide for sustainable transport infrastructure to serve the development. The monies shall be used by Herefordshire Council at its option for any or all of the following purposes:
  - a) Traffic calming and traffic management measures in the locality
  - b) New pedestrian and cyclist crossing facilities
  - c) Creation of new and enhancement in the usability of existing footpaths and cycleways connecting to the site
3. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£1,600** towards waste and recycling facilities. The contribution will be used to provide 1x waste and 1x recycling bin for each dwelling. The sum shall be paid on or before occupation of the 1st open market dwelling
4. The maintenance of the on-site Public Open Space (POS) and allotments 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 the parish council and/or 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: Any attenuation basin and/or SUDS which may be transferred to the Council will require a commuted sum calculated in accordance with the Council's tariffs over a 60 year period*
5. The developer covenants with Herefordshire Council that 25% (5 on the basis of a development of 20 dwellings) of the residential units shall be "Affordable Housing"

which meets the criteria set out in policy H9 of the Herefordshire Unitary Development Plan or any statutory replacement of those criteria and that policy including the Supplementary Planning Document on Planning Obligations.

6. All the affordable housing units shall be completed and made available for occupation prior to the occupation of no more than 50% of the general market housing or in accordance with a phasing programme to be agreed in writing with Herefordshire Council.
7. The Affordable Housing Units must at all times be let and managed or co-owned in accordance with the guidance issued by the Homes and Communities Agency (or any successor agency) from time to time with the intention that the Affordable Housing Units shall at all times be used for the purposes of providing Affordable Housing to persons who are eligible in accordance with the allocation policies of the Registered Social Landlord; and satisfy the following requirements:-
  - 7.1 registered with Home Point at the time the Affordable Housing Unit becomes available for residential occupation; and
  - 7.2 satisfy the requirements of paragraphs 7 & 8 of this schedule
8. 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 whom has:-
  - 8.1 a local connection with the parish of Brimfield and Little Hereford.
  - 8.2 in the event there being no person having a local connection to the parish of Brimfield and Little Hereford a person with a connection to the adjacent parishes;
  - 8.3 in the event of there being no person with a local connection to the above parishes any other person ordinarily resident within the administrative area of the 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 7.1 above.
9. For the purposes of sub-paragraph 6.1 and 6.2 of this schedule 'local connection' means having a connection to one of the parishes specified above because that person:
  - 9.1 is or in the past was normally resident there; or
  - 9.2 is employed there; or
  - 9.3 has a family association there; or
  - 9.4 a proven need to give support to or receive support from family members; or because of special circumstances;

10. In the event that Herefordshire Council does not for any reason use the sums in paragraphs 1, 2 and 3 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.
11. The sums referred to in paragraphs 1, 2 and 3 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.
12. 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.
13. 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.

**Andrew Banks**

**7<sup>th</sup> September 2015**