

DRAFT

HEADS OF TERMS

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

Planning Application P164024/F

Site address:

Former Council offices, Bath Street, Hereford.

Planning application for:

Proposed part conversion of existing building and erection of new build to provide 75 dwellings comprising;

Social Rent	1 Bed Flat	7
Social Rent	2 Bed Flats	7
Affordable Rent	1 Bed Flat	1
Affordable Rent	2 Bed Flat	13
Private Rent	1 Bed Flat	22
Private Rent	2 Bed Flat	25

This Heads of Terms has been assessed against the adopted Supplementary Planning Document on Planning Obligations dated 1st April 2008, and Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 (as amended). All contributions in respect of the residential development are assessed against open market units only except for item 2 which applies to all new dwellings.

1. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of £32,250.00 (index linked) to provide enhanced educational infrastructure at St Thomas Cantilupe Primary School. 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 £6,000.00 (index linked). The contribution will be used to provide waste and recycling bins for the dwellings. The sum shall be paid on or before the commencement of the development.
3. The developer covenants with Herefordshire Council to restrict occupiers of the units from applying for parking permits in Zone 1 of Hereford City.
4. The developer covenants with Herefordshire Council to provide on site green infrastructure to a minimum of 0.047ha (470sq m) of public open space/community gardens.
5. The maintenance of any 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 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.

6. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of £46,530.00 (index linked) for outdoor sports facilities for hockey, rugby, football and cricket provision as identified in the Councils Playing Pitch Assessment 2012 and Outdoor Sports Investment Plan 2016. The sum shall be paid on or before the commencement of the development, and may be pooled with other contributions if appropriate.
7. The developer covenants with Herefordshire Council that up to 16 of the residential units shall be "Affordable Housing" which meets the criteria set out in policy H1 of the Herefordshire Local Plan Core Strategy or any statutory replacement of those criteria and that policy including the Supplementary Planning Document on Planning Obligations.
8. All the affordable housing units shall be completed and made available for occupation in accordance with a phasing programme to be agreed in writing with Herefordshire Council.
9. 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:-:
 - 9.1. registered with Home Point at the time the Affordable Housing Unit becomes available for residential occupation; and
 - 9.2. satisfy the requirements of paragraphs 9 & 10 of this schedule
10. 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:-
 - 10.1. a local connection with the parish of Hereford
 - 10.2. in the event of there being no person with a local connection to Hereford 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 9.1 above.
11. For the purposes of sub-paragraph 9.1 of this schedule 'local connection' means having a connection to one of the parishes specified above because that person:
 - 11.1. is or in the past was normally resident there; or
 - 11.2. is employed there; or
 - 11.3. has a family association there; or
 - 11.4. a proven need to give support to or receive support from family members; or
 - 11.5. because of special circumstances;
12. In the event that Herefordshire Council does not for any reason use the sums in paragraphs 1, 2 and 5 above, for the purposes specified in the agreement within 10 years of the date of payment, the Council shall repay to the developer the said sum or such part thereof, which has not been used by Herefordshire Council.
13. The sums referred to in paragraphs 1, 2 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.

14. If the developer wishes to negotiate staged and/or phased trigger points upon which one or more of the covenants referred to above shall be payable/delivered, then the developer shall pay a contribution towards Herefordshire Council's cost of monitoring and enforcing the Section 106 Agreement. Depending on the complexity of the deferred payment/delivery schedule the contribution will be no more than 2% of the total sum detailed in this Heads of Terms. The contribution shall be paid on or before the commencement of the development.
15. 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
Planning Obligations Manager
21 August 2017