

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 April 2008. All contributions in respect of the residential development are assessed against general market units only.

Planning application: P143842/O

Outline application for 37 dwellinghouses with all matters reserved except for access on land to the north of the A40, East of Hunsdon Manor, Weston under Penyard, Ross-on-Wye, Herefordshire

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

£1,212 (£1,123 secondary & £89 SEN) (index linked) for a 2 bedroom open market flat

£ 2,174 (£2,036 secondary & £138 SEN) (index linked) for a 2/3 bedroom open market dwelling

£4,336 (£4,089 secondary & £247 SEN) (index linked) for a 4+ bedroom open market dwelling

The contributions will provide for enhanced educational facilities at John Kyrle High School and the Special Education Needs Schools. The sum shall be paid on or before first occupation of the 12th open market dwellinghouse, and may be pooled with other contributions if appropriate.

“Education Facilities” mean education improvements at John Kyrle High School by the internal extension of two first floor rooms to create additional teaching spaces and improved provision for special education needs through an external extension to create a physiotherapy room.

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

£1,966.00 (index linked) for a 2 bedroom open market dwelling

£2,949.00 (index linked) for a 3 bedroom open market dwelling

£3,932.00 (index linked) for a 4+ bedroom open market dwelling

The contributions will provide for sustainable transport infrastructure to serve the development. The sum shall be paid on or before first occupation of the 12th open market dwellinghouse, and may be pooled with other contributions if appropriate.

The sustainable transport infrastructure will include:

- Improvements to the highway network in Weston under Penyard to facilitate pedestrian/cycle access to the village amenities.

- The provision of gateway features at either end of the village to enhance the entrance to the village this would be in connection with the red surfacing and roundels that are required as part of the S278 highway process.

Note: The following highway works are necessary to make the development acceptable and will be a condition of the planning permission to be delivered through Section 278 agreement:

- *Traffic Regulation Order to move the speed limit east to incorporate the access to within a 30mph speed limit.*
 - *Red surfacing and roundels removed and replaced.*
 - *Extension of the footpath.*
 - *Changes to existing bus stop to move existing bus stop offline and away from proposed access to assist with visibility splays and to include improvements to bus passenger waiting.*
 - *Provision of a pedestrian (controlled) crossing to access school.*
3. The developer covenants with Herefordshire Council to provide a minimum of **0.102** hectares of on-site green infrastructure comprising:
- **0.034** hectares of Public Open Space
 - **0.068** hectares of Children's Play of which **0.02** hectares should be formal play

The on-site green infrastructure shall be made available on or before occupation of the 12th open market dwellinghouse.

4. The developer covenants with Herefordshire Council that the maintenance of the on-site Public Open Space will be by a management company which is demonstrably adequately self-funded or will be funded through an acceptable ongoing arrangement; or through local arrangements such as the parish council or a Trust set up for the new community for example. There is a need to ensure that 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 the land transfer.

5. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£80** (index linked) per dwelling. 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.
6. The developer covenants with Herefordshire Council that 35% (up to 13 units) 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.

7. Of those 13 Affordable Housing units, at least 8 shall be made available for social rent with the remaining 5 being available for intermediate tenure occupation.
8. 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.
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:-
 - 10.1. registered with Home Point at the time the Affordable Housing Unit becomes available for residential occupation; and
 - 10.2. satisfy the requirements of paragraphs 11 & 12 of this schedule
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 whom has:-
 - 11.1. a local connection with the parish of Weston under Penyard;
 - 11.2. in the event there being no person with a local connection to the parish of Weston under Penyard a local connection to the adjoining parishes;
 - 11.3. in the event of there being no person with a local connection to 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 11.1 above.
12. For the purposes of sub-paragraph 11.1 & 11.2 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. In the event that the Herefordshire Council does not for any reason use the sum specified in paragraphs 1, 2, 5 and 6 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.

14. The sums referred to in paragraphs 1, 2, 5 and 6 above shall be lined to an appropriate index of indices selected by the Council with the intention that such sums will be adjusted according to any percentage in prices occurring between the date of the Section 106 Agreements and the date the sums are paid to the Council.
15. 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 commencement of the development.
16. 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.