

Manydown updated draft S106 Heads of Terms

The below draft s106 Heads of Terms have been provided to the Local Planning Authority for further information as an update to the outline planning application for Manydown. The Heads of Terms will be subject to ongoing discussions with the LPA and statutory consultees to progress and agree the legal obligations to be secured.

(1) Affordable Housing

- To provide 40% affordable housing within each Key Phase
- To provide affordable housing as a 70% affordable rent and 30% shared ownership / shared equity default tenure split in accordance with the Local Plan with a mechanism within the legal agreement to revise the default tenure split by agreement to 70% affordable rent and 30% affordable ownership products as identified in Annex, paragraphs (b), (c) and (d) in the recently published version of the National Planning Policy Framework.
- Provide the details of the affordable housing scheme with each Key Phase Framework submission (as defined in the stages set out on page 4 of the Design and Access Statement MSD1R). This affordable housing scheme will include details of the affordable tenures, unit mix proposals in response to local needs, and the location and delivery arrangements for the affordable housing within that phase; and
- Monitor the approval and delivery of affordable housing units across the site in accordance with monitoring provisions that will be secured by the S106 legal agreement.

(2) Primary Schools

- To provide one 3 form entry Primary School. Option for Applicant to elect to design and construct or to pay a financial contribution to Children's Services in accordance with the HCC in the 'Developer Contributions Toward Children's Services Facilities' document (November 2018).
- To provide one 2 form entry Primary School. Option for Applicant to elect to design and construct or to pay a financial contribution to Children's Services in accordance with the HCC in the 'Developer Contributions Toward Children's Services Facilities' document (November 2018).
- To reserve additional land for a 1 form entry expansion of the 2 form entry Primary school. HCC Children's Services to elect prior to commencement of relevant Key Phase. In the event that land reserved for school expansion is not required within a prescribed time period, it will become available for further housing development.
- Financial contributions to be phased alongside the delivery of the proposals.
- The location and boundaries of the Primary Schools will be identified and confirmed within the relevant Key Phase Framework Submission(s).

(3) Secondary School

- The Applicant will reserve 12 hectares of serviced land for a 12-form entry Secondary School. Staged payments of financial contributions for a 5 form entry secondary school calculated in accordance with guidance published by

HCC in the 'Developer Contributions Toward Children's Services Facilities' document (November 2018).

- HCC Children's Services to elect and call for the site. In the event that some or all of the land reserved is not required within a prescribed time period, it will become available for further housing development. The additional land for 7FE if required is to be acquired at market value.
- The location and boundaries of the Secondary School will be identified and conformed within the Key Phase Framework Submission.

(4) Early years

- To provide 120 pre-school places in no fewer than three locations across the site. These facilities will generally be located within or augmenting community buildings.
- To market land for up to 360 nursery places in accordance with a Nurseries Marketing Plan, and in no fewer than three locations across the site.
- If, after an agreed period from the commencement of development within that phase, providers are not forthcoming, that land can then be used for commercial or residential use.

(5) Multi-functional Green Space and Equipped Play Areas

- The Quantity Standard of a minimum of 54.91 hectares of Multi-Functional Green Space will be provided across the site in accordance with the adopted Green Space Standards (2013) set out in Appendix 4 of the Local Plan (2016). In accordance with this standard this will comprise: neighbourhood parks, amenity green space, accessible natural green space, green corridors and buffers and biodiversity/landscape features. This will include strategic Multi-Functional Green Space and Neighbourhood Parks as set out on the Open Space and Landscape Parameter Plan (5556/OPA/005).
- Equipped Play Areas will be provided for the Proposed Development in accordance with adopted Green Space Standards (2013) set out in Appendix 4 of the Local Plan (2016) with a minimum of 0.422ha.
- The location and provision of the Quantity Standard of Multi-functional Green Space and Equipped Play Areas will be confirmed through the Site Wide Submission and with each Key Phase Framework Submission(s) in order that the distance criteria within the adopted Green Space Standards (2013) set out in Appendix 4 of the Local Plan (2016) are met for the site overall.
- An Open Space Monitoring Schedule will be agreed alongside the Site Wide Framework and then used to monitor the type and location of space that is fixed through the Key Phase Frameworks, Reserved Matters Applications and through delivery.
- Multi-Functional Green Space and Equipped Play Areas will be maintained by a Community Development Trust or Management Company unless adopted by Basingstoke & Deane Borough Council. If adopted, to pay the relevant maintenance and management contributions.

(6) Country Park

- To deliver a Country Park and Country Park Hub on the land identified on the Land Use Parameter Plan (5556/OPA/002).
- Delivery of the Park and access thereto will be phased over the construction period in accordance with a Country Park Development Brief to be agreed alongside the Site Wide Submission.
- The Country Park is to be maintained by a Community Development Trust or Management Company unless adopted by Basingstoke & Deane Borough Council. If adopted, to pay the relevant maintenance and management contribution.

(7) Allotment sites

- To provide 2 allotment sites totalling 2.8 hectares in area. The location will be set out in the relevant key phase framework and monitored as part of the Open Space Monitoring Schedule.
- The allotments are to be maintained by a Community Development Trust or Management Company unless adopted by Basingstoke & Deane Borough Council. If adopted, to pay the relevant maintenance and management contribution.

(8) Sports facilities

- To provide a Sports Facility comprising four grass sports pitches, a four tennis court/MUGA, together with associated changing rooms and car parking.
- To provide a 3G Artificial Pitch through a cascade mechanism, as either a shared facility with the Secondary School site together with a Community Use Agreement, OR on another part of the site as agreed with the LPA, OR to provide a financial contribution in lieu of on-site provision.
- The Sports Facility and Artificial pitch are to be maintained by a Community Development Trust or Management Company unless adopted by Basingstoke & Deane Borough Council. If adopted, to pay the relevant maintenance and management contributions.

(9) Community Facilities

- To provide a temporary community facility if required to ensure early access to community provision.
- To provide 3 permanent community facilities that total no less than 1500sqm in floor area overall and that are located such that all residents have good access to community provision across the site, and such that one community facility is delivered alongside each of the three principal key phases.
- Community facilities to be maintained by a Community Development Trust or Management Company unless adopted by Basingstoke & Deane Borough Council. If adopted, to pay the relevant maintenance and management contribution.

(10) Community Development Worker

- To recruit and employ a Community Development Worker role from first occupation and for no less than 9 years through the delivery of the scheme.

(11) Health Facility

- To reserve a single parcel of land as part of a Local Centre for the provision of a Health Facility, to be operated by a Health Provider.
- Set out the location and arrangements for the health facility in the relevant Key Phase submission, and first or second Local Centre Development Brief
- To provide a Health Facility Marketing Plan and market the land in accordance for a specified period.
- If providers are not forthcoming, that land can then be used for commercial or residential use.

(12) Local Centres

- To deliver a first local centre following a marketing strategy and the identification of appropriate land through the relevant Key Phase Submission(s).
- To deliver a second local centre following a marketing strategy and the identification of appropriate land through the relevant Key Phase Submission(s).

(13) Employment Skills Plan

- To provide and implement an Employment Skills Plan, including details of local employment and apprenticeship opportunities, skills training, enterprise benefits for local residents to secure employment, training for local residents and to increase awareness of construction industry roles and opportunities.
- To implement the Employment and Skills Plan alongside each key phase.

(14) Off-site Highway Improvements

- To provide all of a First List of necessary highway improvements on a phased basis with timings as agreed through the Key Phase Transport Assessment(s) and with the [Transport Solutions Group] and in order to mitigate traffic impacts on the road network which are directly attributable to the Proposed Development. To include:
 - A339 / Ringway (Trumpet Junction)
 - Fiveways Junction
 - Rooksdown Lane right-turn bans
- To provide a financial contribution between an upper and lower range for some or all of a Second List of highway improvements that may or may not be required in part or in full to mitigate the traffic impacts on the road network that are attributable to the Proposed Development. The final list of agreed improvements will be finalised through a monitor and manage approach by agreement with the [Transport Solutions Group] and to be determined through the combination of the Public Transport Services Strategy and Key Phase

Transport Assessments. This list may include some or all of the following improvements:

- List 2 part A (agreed improvements where the proportion attributed to Manydown needs to be confirmed)
 - A339 Union Lane / Newbury Road Roundabout
 - A339 Crabs Hill Junction
 - A339 George St / Little Knowl Hill Junction
 - A339 Basingstoke Road Junction
 - A339 Ashford Hill Junction
 - A339 Thornford Hill Junction
 - Kempshott Lane / Homesteads Road Junction
- List 2 part B (where the requirement for these improvements will be dependent on the modal share delivered through public transport/other measures:
 - West Ham Roundabout
 - Old Kempshott Lane Junction Right-turn Ban
 - Roman Way Roundabout
 - Victory Roundabout
- To pay a financial contribution to West Berkshire County Council to offset some of the highways impacts attributed directly to Manydown and towards the cost of implementing a strategy of improvements along the A339 Corridor
- To enter into relevant Section 278 and Section 38 agreements in order to ensure the delivery of the above.

(15) Pedestrian and Cycle Improvements

- To pay a financial contribution towards the cost of upgrading existing pedestrian and cycle networks between the Site, town centre and railway station. This contribution will be linked to a series of locations for necessary upgrades and phased according to delivery.

(16) Site Access Works

- To enter into a highways agreement to secure the delivery of the following site access points:
 - A339 Northern Access junction
 - Roman Road/Winklebury Way junction
 - B3400 Worting Road access roundabout
 - B3400 Worting Road southern access cross roads
 - Worting Road secondary southern access
- To construct each junction to a timescale to be agreed with the [Transport Solutions Group] as part of the Site Wide Framework submission.

(17) Public Transport Services Strategy

- To evolve and develop a Public Transport Services Strategy for agreement by the [Transport Solutions Group] and such that the appropriate provision and services levels for each phase can be agreed, this will include appropriate mitigation along the principal routes

- To provide an agreed level of public transport service alongside the phased delivery of the proposals and commencing with the First Key Phase.
- To monitor and review the public transport provision and impact as part of the [Transport Solutions Group] and to support the phased approach to delivery. This will focus on achieving a substantial modal share for public transport and ensuring that new services support and integrate with existing services where possible.

(18) Countryside Rights of Way

- To provide and where relevant make a financial contribution to Countryside Rights of Way Improvements in the vicinity of and serving the site.

(19) Travel Plans

- To provide a Travel Plan with each relevant Key Phase Framework submission.
- Pay the Travel Plan Approval Fee for the relevant Key Phase to the Highways Authority prior commencement of the Development on Site
- Pay the Travel Plan Monitoring Fee for each key phase to the Highways Authority prior to the first occupation within that key phase.
To also provide a school travel plan for each school to be provided alongside each relevant Reserved Matters Application.

(20) Main Street

- To enter into a highways agreement to deliver the main street through the site following in line with the following process
 - Strategic definition of the main street with the site wide submission
 - Full details of the relevant section of the main street with the relevant Key Phase Framework submission(s)

(21) Monitor and Manage Approach to Transport Strategy

- To agree to enter into a 'Monitor & Manage' approach of phased assessment of impacts and the implementation of transport mitigation measures where:
 - An overarching plan of measures to mitigate the transport impacts across the site is established through the Outline Planning Application – see '(14) Off-site Highway Improvements'.
 - Each subsequent Key Phase Framework Submission will be defined by a development area, indicative floorspace schedule, and associated trip generation. Each submission will include a Key Phase Transport Assessment that sets out detailed mitigation and delivery triggers aligned with a Key Phase Delivery Plan and measures set out in a Key Phase Travel Plan.
- To establish a [Transport Solutions Group] to consider the result of monitoring and to manage the mitigation measures going forward, that will include:
 - How and when the approved access junctions are to be delivered as required to serve the new homes coming forward with each key phase;
 - The sequencing and scope of the off-site highways works packages covered by the monitor and manage approach;

- The detailed design proposals for the Main Street and other principal streets as they come forward through the site wide submission and key phase frameworks and in support of the key phase transport assessments and travel plans;
- To develop and agree the public transport strategy and its delivery; and
- To confirm the phasing arrangement for the on-site and off-site pedestrian and cycling improvements
- As a minimum, the Applicant, Highways Authority and Local Planning Authority to nominate an appropriate representative(s).

(22) Gypsy and Traveller Pitch Provision

- To provide five permanent gypsy and traveller pitches in a single location. These are to be provided either on site or in an alternative location to be agreed.
- To provide a Gypsy and Traveller Pitch Specification within the relevant Key Phase Framework submission, confirming details of the location, dimension and boundaries of each pitch.
- To provide a Gypsy and Traveller Pitch Marketing Plan, and market in accordance with this plan.
- To monitor the delivery of the gypsy and traveller pitches in accordance with the monitoring provisions.

(23) Broadband and telecommunications

- To provide and implement a Broadband Strategy, setting out the measures to secure availability of high-speed broadband across the site.

(24) Monitoring

- To pay an annual Monitoring Sum from commencement of development for the purpose of monitoring compliance with the Monitoring Scheme.

(25) Indexation, Clawback

- Relevant provisions for contributions to be index linked to appropriate indices and to ensure use of monies paid for specific purposes by the LPA and HCC within agreed timeframes and clawback of any unexpended monies with interest.

(26) Third party contributions

- It is expected that the LPA will use all reasonable endeavours to secure financial contributions to all relevant planning obligations from other landowners within the Local Plan Allocation as these sites come forward for development. This is to ensure that infrastructure is appropriately and fairly provided across the whole allocation as required by Local Plan policy, and the Manydown Development Brief.