

DRAFT HEADS OF TERMS TO S.106 AGREEMENT			
	Infrastructure Scheme or S.106 Item	Description / amount / s.106 heading	Trigger Point(s) (unless ongoing)
<b>SUSTAINABLE TRANSPORT</b>			
1.	Transport Strategy	<ul style="list-style-type: none"> <li>Review of progress against Transport Strategy Objectives using results from the Transport Monitoring Reports and Transport Review Group feedback and other relevant data.</li> </ul>	Each phase
2.	Transport Review Group (TRG) & Transport Monitoring Report	<ul style="list-style-type: none"> <li>To set up TRG to include arrangements in place for its future operation and the funding and coordination of its work- observe and perform the requirements of the TRG Terms of Reference.</li> <li>TRG role will include: <ul style="list-style-type: none"> <li>i. considering and commenting on phase mitigation scheme submission and approval process.</li> <li>ii. receiving reports on the Implementation of Site-Wide and phase Travel Plan measures.</li> <li>iii. considering and commenting on Transport Monitoring Report to monitor the impacts of the transport measures implemented against the strategy.</li> </ul> </li> </ul>	Within 6 months of planning permission
3.	Monitor and Manage Framework	<ul style="list-style-type: none"> <li>Requirement for Transport Monitoring Report (a single report for the whole development including trip rates/measures implemented/ traffic and travel behaviour monitoring).</li> <li>Monitor and manage ("M&amp;M") schemes list (to be modified via agreement of the TRG and subject to relevant approvals by overseeing highways authorities).</li> <li>Monitor and manage schemes to be planned and delivered in accordance with triggers below or where no trigger is set out below then in accordance with Highway Mitigation Trigger Point Identification Methodology (or as updated) and discussed via the TRG. Occupation restrictions as per the triggers to be included unless pushed forward as agreed with TRG.</li> <li>M&amp;M schemes to be implemented and open to traffic as set out in list below (where identified as subject to M&amp;M) unless otherwise agreed with the relevant highways authorities and discussed via the TRG. Consideration of alternative trigger will require evidence to justify and be compared back to relevant material submitted with the application and the modelling which informed the triggers set out here.</li> <li>Where identified in the schemes list below new traffic surveys are to be undertaken (methodology for which must be agreed in writing by the Local Highways Authority).</li> <li>The final proposed improvement scheme and accompanying DMRB compliant Road Safety Audit must be submitted for approval by the LPA in consultation with the overseeing highways authority. Relevant drawing numbers subject to M&amp;M.</li> <li>Items not identified as subject to M&amp;M are required in any event.</li> </ul>	<p>Transport Monitoring_Report submitted for approval on 1<sup>st</sup> anniversary of Planning Permission and annually thereafter until final occupation plus 5 years</p> <p>Monitor and Manage Schemes List to be reviewed annually from [ commencement of development] through TRG or as and when required during consideration of phase submission under condition T2.</p>
		<ul style="list-style-type: none"> <li>M20 J9 <ul style="list-style-type: none"> <li>Improvements to Trinity Road and improvements to Fougères Way (drawing ref:10029956-ARC-XX-XX-DR-HE-0049 P02 [TRR V2 – Appendix I])</li> <li>and 10029956-ARC-XX-DR-HE-0052 P01 (Fougères Way)</li> </ul> </li> </ul>	Prior to 1 <sup>st</sup> occupation of development which generate trips – trigger subject

			to review of updated traffic survey and then subject to M&M.
		<ul style="list-style-type: none"> <li>M20 J10</li> </ul>	Prior to 1 <sup>st</sup> Occupation and Subject to a completion of further technical assessments and identification of trigger points following updated traffic surveys and then subject to M&M
		<ul style="list-style-type: none"> <li>A292 Hythe Road / M20 London Bound Slip Road (drawing ref: 10029956-ARC-XX-XX-DR-HE-50 [TRR V2 – Appendix L])</li> </ul>	Prior to 1 <sup>st</sup> occupation and subject to a completion of further technical assessments and identification of trigger points following updated traffic surveys and then subject to M&M,
		<ul style="list-style-type: none"> <li>M20 J10a (drawing ref: 10029956–ARC–XX–XX–DR–HE–0051 [TRR V2 – Appendix L])</li> </ul>	Prior to 1 <sup>st</sup> occupation and Subject to a completion of further technical assessments and identification of trigger points following updated traffic surveys and then subject to M&M.
		<ul style="list-style-type: none"> <li>M20J11 (drawing ref: 10029956-ARC-XX-XX-DR-HE-0036 P02 [TRR V2 – appendix I]) <ul style="list-style-type: none"> <li>Eastbound diverge</li> <li>Eastbound merge</li> <li>Westbound diverge</li> <li>Westbound merge</li> </ul> </li> </ul>	EB diverge: Prior to occupation of 5264 dwellings EB merge: Prior to occupation of 4023 dwellings WB diverge: Prior to occupation of 4023 dwellings WB merge: Prior to occupation of 6601 dwellings All triggers subject to M&M
		<ul style="list-style-type: none"> <li>M20 J12 Eastbound merge (drawing ref: 10029956-ARC-XX-XX-DR-HE-0040 P02 [TRR V2 – Appendix I])</li> </ul>	Prior to occupation of 8,499 <sup>th</sup> dwelling subject to M&M
		<ul style="list-style-type: none"> <li>M20 J13 (Castle Interchange) (drawing ref: 10029956-ARC-XX-DR-T-0017 [TRR V2 – Appendix I])</li> </ul>	Prior to occupation of 5059 dwellings subject to M&M
		<ul style="list-style-type: none"> <li>Dualling of A20 between eastern Otterpool Ave Junction with the A20 and the A20 southern roundabout</li> </ul>	Prior to occupation of 4,500 dwellings subject to a completion of further technical assessments and identification of trigger points and then subject to M&M
		<ul style="list-style-type: none"> <li>A260 Spitfire Way/White Horse Hill/A20 slip roads (drawing ref: 10029956-OP-ARC-XX-DR-T-0018 – [TRR V2 – Appendix I])</li> </ul>	Prior to first occupation of development which generate trips – trigger subject to review of updated traffic survey and then subject to M&M.
		<ul style="list-style-type: none"> <li>A20 Ashford Road/A20 Junction 11 Left-in Left-out (LILO) (drawing ref: 10029956-ARC-XX-XX-DR-HE-0043 [TRR V2 – Appendix I])</li> </ul>	Prior to occupation of 5059 dwellings subject to M&M

		<ul style="list-style-type: none"> <li>A20 Hythe Road/The Street (drawing ref: 10029956-ARC-XX-XX-DR-HE-0045 [Appendix I])</li> <li>B2067 between junction with Otterpool Lane and Roman Road, Aldington Road.</li> </ul>	<p>Prior to occupation of 5264 dwellings subject to M&amp;M</p> <p>Traffic surveys every 3 years upon first occupation of development to the south of the A20. Should vehicle flows exceed those predicted in the Transport Assessment then measures will need to be implemented to seek to reduce vehicle flows in consultation with the Local Highway Authority.</p>
4.	Other items	<ul style="list-style-type: none"> <li>B2064 Cheriton High St/B2063 Risborough Lane (£210,000)</li> <li>B2064 Cheriton High St/A2034 Cherry Garden Avenue (£150,000)</li> <li>Barrow Hill Shuttle Signals (£200,000)</li> <li>M20 J11 Partial Signalisation (drawing ref: 10029956-ARC-XX-XX-DR-HE-0036 P02 [TRR V2 – appendix I])</li> <li>A259 / Dymchurch Road / Military Road (drawing ref: 10029956-ARC-XX-XX-DR-HE-0047, [TRR V2 – Appendix I]) , subject to TRO by KCC.</li> <li>A261 London Road / Barrack Hill (drawing ref: 10029956-ARC-XX-XX-DR-HE-0046, [TRR V2 – Appendix I])</li> <li>A259 Prospect Road / Stade Street (drawing ref: 10029956-ARC-XX-XX-DR-HE-0048, [TRR V2 – Appendix I])</li> <li>Alkham Valley Road/A20 slips (£30,000)</li> <li>A260 Canterbury Road/Alkham Valley Road (£80,000)</li> <li>Aldington Road closure - subject to approved TRO by KCC. (drawing ref: 10029956-ARC-XX-XX-DR-HE-0039 P04 [Transport Response to KCC Comments (18 January 2023)]).</li> <li>Harringe Lane closure, subject to TRO by KCC (drawing ref: 10029956-ARC-XX-XX-DR-HE-0037 P02, [TRR V2 – Appendix A]).</li> </ul>	<p>Contribution required prior to 1<sup>st</sup> occupation</p> <p>Contribution required prior to 1<sup>st</sup> occupation</p> <p>Contribution required prior to occupation of 2968 dwellings</p> <p>Implementation prior to occupation of 4525 dwellings</p> <p>Implementation prior to 1<sup>st</sup> occupation</p> <p>Implementation prior to occupation of 7797 dwellings subject to M&amp;M</p> <p>Implementation prior to 1st occupation</p> <p>Contribution required prior to 1<sup>st</sup> occupation</p> <p>Contribution required prior to occupation of 500 dwellings,</p> <p>Prior to any occupation south of A20 Subject to approved TRO by KCC</p> <p>Prior to any occupation east and west of Otterpool Lane Subject to approved TRO by KCC</p>
5.	Framework Travel Plan Coordinator	<ul style="list-style-type: none"> <li>Appoint a Travel Plan Coordinator and ensure no break in performance of the role.</li> <li>The Travel Plan Coordinator shall monitor the implementation of the Framework Travel Plan and all other travel plans approved for the development or any part of it and act as liaison between the Owner(s) , Council and KCC to ensure the objectives of each Travel Plan are met and implemented.</li> </ul>	Appointment Within 6 months of Planning Permission.
6.	Travel Plan compliance and Monitoring (KCC)	<ul style="list-style-type: none"> <li>Contribution towards the cost of KCC H&amp;T monitoring compliance with travel plans (£1,000 per annum over life of travel plan – final occupation plus 5 years)</li> <li>Compliance with Framework Travel Plan and phase Travel Plans</li> </ul>	£1,000 per annum over life of each travel plan – final occupation plus 5 years

7.	Highway Adoption Strategy	<ul style="list-style-type: none"> <li>• Highway Adoption Strategy to be submitted for approval and shall include: <ul style="list-style-type: none"> <li>○ The elements of the transport network which shall be offered for adoption by the local highway authority.</li> <li>○ The elements of the transport network within the site which shall be retained in private ownership, with details of the management arrangements for these elements of the network.</li> <li>○ The elements of the recreational path network that shall be offered for adoption as Public Rights of Way.</li> <li>○ The elements of the recreational path network which shall be retained in private ownership, and the management arrangements for these elements of the network.</li> </ul> </li> </ul>	Strategy/approach to be submitted with each phase and details provided with each RMA
8.	PROW (Off-Site Mitigation)	<p>Works to be completed via direct delivery if agreed via KCC PROW and PROW Management Scheme. In event of payment in lieu capped payments amounting to £2,676,210 for package of mitigation. To include completion of missing links in walking trails and improvements to parking capacity at key locations and various footpath improvements including:</p> <ul style="list-style-type: none"> <li>○ HE343</li> <li>○ HE291</li> <li>○ HE357</li> <li>○ HE271</li> <li>○ HE317</li> <li>○ HE271A</li> <li>○ Promotion and provision of information</li> </ul> <ul style="list-style-type: none"> <li>• HE318, HE317 - access to AONB and Greensand Ridge; HE293, 281 and 313 (all footpaths) providing links to east of site.</li> </ul>	Direct delivery by phase prior to 1 <sup>st</sup> occupation on relevant phase or contribution for off-site is required to be paid before submission of any RMAs relating to that phase (as identified and agreed through Management Scheme – see 9).
9.	PROW Management Scheme	<p>A PROW Management Scheme for onsite PROW improvements submitted for approval in writing for each phase to include:</p> <ul style="list-style-type: none"> <li>• Each Public Right of Way affected and cover pre-construction, construction signage and completion over the delivery period including a delivery programme with timings</li> <li>• Local engagement strategy and how local residents will be involved.</li> <li>• Plans and drawings at sufficient scale as to clearly identify the layout and extent of the public rights of way, any associated infrastructure</li> <li>• A detailed strategy relating to off-site connectivity, how the PRoW secure and provide permeability throughout the area and onward to transport and existing community facilities to ensure opportunities for network connectivity</li> <li>• monitoring arrangements</li> </ul> <p>All details to be approved by KCC PRoW and Access Service.</p>	Prior to Tier 2 Framework Submission for each affected phase
10.	On-site pedestrian and cycle access	<ul style="list-style-type: none"> <li>• Covenants to provide the pedestrian / cycle / routes and signage across that phase</li> <li>• Ensure each section links to existing network of pedestrian/cycle/existing network</li> <li>• Covenants to maintain the cycleways and footways in good condition and repair</li> <li>• Allow the general public free and unobstructed access (unless closed for construction activity, emergency or maintenance repair and agreed with Council).</li> </ul>	Delivery as per the programme and timings approved under 9 on the affected phase

		<ul style="list-style-type: none"> <li>• Ensure they are kept lit (where appropriate), clean and free from obstruction in accordance with Green Infrastructure and Arboricultural Statement for each phase.</li> <li>• Submit for approval: <ul style="list-style-type: none"> <li>- A plan of a network of pedestrian footways and cycle routes across that phase, which are not on plots disposed to plot developers.</li> <li>- Details and timetable for delivery of pedestrian footways and cycle signage to be installed across that phase.</li> </ul> </li> </ul>	
11.	MaaS Action Plan	<p>Mobility as a Service Action Plan (MaaS) means a written plan which shall include:</p> <ul style="list-style-type: none"> <li>• An overarching action plan and timetable for the delivery of a single, comprehensive, and on-demand mobility service offering end-users access to mobility through a single application and a single payment channel (instead of multiple ticketing and payment operations).</li> <li>• Details of liaison with KCC and other stakeholders to show how MaaS will integrate the existing public transport operators in the vicinity of the development.</li> <li>• Obligations to implement in accordance with its terms and obligations on plot developers to do the same.</li> </ul>	<p>Prior to 1<sup>st</sup> occupation</p> <p>Plan to be updated with each phase submission and reported on as part of regular transport monitoring.</p>
12.	Town Centre Bus Service improvements	<ul style="list-style-type: none"> <li>• Town Centre Phase bus improvements including bus interchange – number 10/10A 2bph in each direction service minimum</li> <li>• £840,000 which will be used to provide an appropriate bus service or enhance an existing one dependent on the status of the bus network at the time of implementation. In the event service 10/10A is withdrawn or reduced TRG to consider appropriate service addition to fill the gap (proposals to be approved by LPA/KCC) and the cost of this which added cost is to be met by the developer.</li> <li>• Monies to be paid to KCC.</li> <li>• Supporting infrastructure to be provided by developer.</li> </ul>	<p>First payment of £168,000 prior to 200th occupation</p> <p>Thereafter annually £168,000 for a further four years</p>
13.	Travel vouchers	<ul style="list-style-type: none"> <li>• One £500 sustainable travel voucher/credit for each dwelling so that sustainable travel patterns are encouraged from the outset and in accordance with agreed Transport Strategy and as provided for in the Framework Travel Plan.</li> </ul>	<p>Each dwelling – prior to first occupation of that dwelling. To operate by reserved matters area.</p>
14.	Westenhanger Rail Station (interim improvements)	<ul style="list-style-type: none"> <li>• Obligations to deliver the Interim Westenhanger Station facilities in accordance with Table [ ] in the Transport Strategy submitted with the application dated March 2022.</li> </ul>	<p>No later than commencement of development on Early Parcels</p>
15.	Highways agreements	<ul style="list-style-type: none"> <li>• KCC to approve relevant details and developer/owner to enter into s.278/s.38 agreements where appropriate.</li> </ul>	<p>In advance of relevant works</p>
<b>HERITAGE</b>			
16.	Heritage Strategy	<ul style="list-style-type: none"> <li>• To establish the Heritage Advisory Group and observe and perform the requirements of the Heritage Advisory Group Terms of Reference, being a consultative group providing recommendations to the LPA (which will be the ultimate decision taker) with membership to be one representative from or on behalf of each of LPA/KCC/Owner(s)</li> <li>• Monitor the objectives and measures in the Heritage Strategy and any updates thereof in line with the Purpose and Visions and Objectives Sections of the Heritage Strategy.</li> </ul>	<p>Establish the HAG prior to the commencement of development (and meet as often as agreed by LPA)</p>

17.	Castle Protocol	<ul style="list-style-type: none"> <li>• Castle Protocol to be set out to be followed in order to progress one or more separate planning applications (and applications for other associated consents) for the Castle to include: <ul style="list-style-type: none"> <li>A. observance of the approved CIPP</li> <li>A. pre-application engagement;</li> <li>B. scope of assessments to be undertaken;</li> <li>C. application materials to be included;</li> <li>D. proposals to encourage community engagement with the future of the Castle and awareness of its offer/proposed offer (can include public access)</li> <li>E. timeline for bringing forward these applications</li> </ul> </li> <li>• Submission of a work programme and timeline for approval to include the technical, research and evaluation work required to implement the Castle Protocol and the Castle CMP Management Policies.</li> <li>• Obligation to prepare and submit planning applications and SMC consents in accordance with the approved work programme and in order to deliver the agreed maintenance programme including removal of temporary buildings / vegetation.</li> </ul>	<p>Submission of a Castle Protocol prior to or concurrent with relevant phase.</p> <p>A phase including any part of the Castle Area must include all the Castle Area and the Early Parcels (TC.1 to TC.5).</p>
18.	Roman Villa	<ul style="list-style-type: none"> <li>• Submission and approval of a feasibility study For the Roman Villa to include: <ul style="list-style-type: none"> <li>○ Options appraisal</li> <li>○ Identification of positive actions and outcomes</li> <li>○ Implementation Plan</li> <li>○ Mechanism for independent review of appraisal</li> <li>○ Performance of measures</li> </ul> </li> </ul>	Triggers [ tba]
19.	Castle Long Term Management Vehicle (CLTMV)	<ul style="list-style-type: none"> <li>• CLTMV Options Appraisal and Proposal to be submitted for approval and include: <ul style="list-style-type: none"> <li>○ Options appraisal to including potential legal status, funding arrangements and governance structures – identify preferred approach</li> <li>○ Recommendation as to preferred option</li> </ul> </li> <li>• Approved preferred option details to include: <ul style="list-style-type: none"> <li>○ The proposed CLTMV Business Plan and timetable for implementation</li> <li>○ The proposed CLTMV funding arrangements</li> <li>○ The proposed CLTMV governance structure</li> <li>○ The proposed CLTMV constitution and the proposed relationship to the LLP and to the Council</li> <li>○ Proposed default/step in arrangements</li> </ul> </li> </ul>	<p>Options appraisal to be approved prior to commencement of development of Early Parcels in Castle Phase</p> <p>Preferred option details to be approved before any occupation on Early Parcels</p> <p>Implementation according to its terms</p>
20.	Lymnpe Airfield	<ul style="list-style-type: none"> <li>• Submission of Interim Management Plan for approval to include: <ul style="list-style-type: none"> <li>○ Maintenance and preservation</li> <li>○ Approach to and carrying out of condition surveys</li> <li>○ Interim proposals for interpretation for enjoyment of residents</li> </ul> </li> <li>• Submission of Long-Term Management Plan concurrent with phase to include preservation and making safe of military assets including public visiting, experience and understanding same for any built assets in the open space of the phase which includes AP1 and AP2.</li> <li>• Performance/Observance of management plans.</li> </ul>	<p>Interim Management Plan: Prior to or concurrent with relevant phase</p> <p>Long Term Management Plan: Prior to 1<sup>st</sup> occupation on the phase which includes AP.1 /AP.2</p> <p>Ongoing</p>

21.	Feasibility Study – Storage of Archaeological Finds	<ul style="list-style-type: none"> <li>Feasibility Study submitted for discussion in HAG and approval by LPA for presentation of finds from the site and for the storage of the archive that is being created by the fieldwork. It shall include: <ul style="list-style-type: none"> <li>A. Options appraisal for storage, display and archiving</li> <li>B. Details that ensure that any archaeological archive is accessible to local residents, future researchers and interested parties.</li> </ul> </li> <li>Following agreement to preferred option, strategy for delivery to include programme/timing to be discussed in HAG and then for approval by LPA.</li> <li>Make available suitable on-site space (either at a dedicated facility or co-located within other community spaces) for the public display and presentation of archaeological discoveries and key finds in accordance with agreed strategy.</li> </ul>	<p>Study to be approved before commencement apart from Enabling Works</p> <p>Trigger(s) to be included in strategy. Strategy to be submitted/approved before first occupation</p>
22.	Clerk of Works for Archaeology	<ul style="list-style-type: none"> <li>Submission of Job Description for approval to a maximum value £375,000 (£25,000 per annum for 15 years).</li> </ul>	Submit for approval prior to submission of first reserved matters application
23.	Archaeology and Community Engagement	<ul style="list-style-type: none"> <li>Submission of a Job Description for approval for a Community Archaeologist post within Stewardship Vehicle</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>Details of how this role will be incorporated into the role and function of the Stewardship Vehicle to secure public involvement in accordance with the aims with the Purpose and Visions and Objectives Sections of the Heritage Strategy</li> <li>£375,000 (£25,000 for 15 years) in accordance with payment schedule to be agreed.</li> </ul>	Submit prior to commencement of development on any Reserved Matters Area OR in accordance with payment schedule
24.	Heritage Trail and Interpretation	<ul style="list-style-type: none"> <li>Implementation of heritage trails in accordance with Strategic Design Principles and to enable enhanced public access to and appreciation of key heritage assets, including the establishment and on-going management of necessary routes, waymarking and interpretation with a delivery plan to be approved.</li> </ul>	Direct delivery with each phase
<b>OPEN SPACE AND RECREATION</b>			
25.	Country Park	<ul style="list-style-type: none"> <li>Submit for approval a Country Park Specification and Design Brief.</li> <li>Establishment of appropriate stewardship arrangements.</li> </ul>	Prior to commencement of development of the phase containing the Country Park and parcels CP1 – CP3.
26.	Westenhanger Castle Park	<ul style="list-style-type: none"> <li>Submit for approval a Castle Park Specification and Design Brief.</li> <li>Establishment of appropriate stewardship arrangements.</li> </ul>	Prior to commencement of development of any Early Parcels.
27.	Open Space Delivery and Certification Procedure	<ul style="list-style-type: none"> <li>Delivery of open space</li> <li>Process for certifying practical completion of each relevant piece of Open Space.</li> <li>12 month maintenance period following practical completion (Owner to make good any defects) prior to issue of final certificate.</li> </ul>	Triggers to be agreed by phase Trigger points to be agreed on a per RMA basis
28.	Manage And Maintain	<ul style="list-style-type: none"> <li>Manage and maintain in accordance with the Estate Management Principles approved as part of the Stewardship Vehicle.</li> <li>Restrictions on use for open space and no other purpose</li> <li>Permit general public access.</li> <li>Temporary open space provision.</li> </ul>	Ongoing following practical completion of relevant item of open space

29.	Green Infrastructure Ranger(s)	<ul style="list-style-type: none"> <li>• Submit for approval job specification prior to occupation of 1<sup>st</sup> dwelling.</li> <li>• Recruit and appoint Green Infrastructure Ranger(s) in accordance with agreed Job Specification agreed with the LPA aligned with Stewardship Vehicle.</li> <li>• Post(s) to be retained for lifetime of delivery period plus 5 years.</li> </ul>	Following practical completion of Westenhanger Castle Park
30.	Cemetery / burial space	<ul style="list-style-type: none"> <li>• Submit for approval a Specification and Design Brief for the cemetery and associated burial space.</li> <li>• Must include satellite depot and mess facilities (to supplement Hawkinge Cemetery) of no less than 1,000sq.ft mess/office area</li> <li>• Land to be transferred to Council.</li> </ul>	Prior to commencement of any RMAs beyond 3,000 units
31.	Leisure Centre	<ul style="list-style-type: none"> <li>• Submit in writing for approval a Leisure Centre Feasibility Study.</li> <li>• Subject to findings of feasibility study, submit in writing for approval a Leisure Centre Delivery Plan to provide details of the delivery of the Leisure Centre within the application area.</li> <li>• To accord with the approved Sports and Recreation Strategy and to be implemented in accordance with its terms and reflected in relevant phase framework submissions.</li> </ul>	<p>Feasibility study prior to occupation of 2000 homes</p> <p>Delivery plan prior to occupation of 2500 homes</p>
32.	Brockhill Country Park	<ul style="list-style-type: none"> <li>• Brockhill Country Park - early provision of community space and/or improvements to existing facilities impacted.</li> <li>• To include: <ul style="list-style-type: none"> <li>○ Footpath improvements</li> <li>○ Improved parking provision.</li> <li>○ Improved natural play/education facilities.</li> <li>○ Improved cycle storage</li> <li>○ Biodiversity improvements</li> </ul> </li> <li>• Currently index linked by the BCIS General Building Cost Index from Oct 2016 to the date of payment (Oct-16 Index 328.3).</li> </ul>	£325,000 for physical works – phased contribution with half being due before occupation on the phase containing the Town Centre and half before occupation on the phase containing parcels HF1 - HF3
<b>BIODIVERSITY</b>			
33.	Farmbirds and brown hare (off-site mitigation)	<ul style="list-style-type: none"> <li>• Submit for approval details including: <ul style="list-style-type: none"> <li>○ A plan identifying the areas required for farmland bird/brown hare mitigation</li> <li>○ A phasing and delivery programme including timelines and details of mitigation.</li> </ul> </li> <li>• Appropriate mechanism for ensuring delivery of the approved mitigation.</li> </ul>	Prior to commencement of development of 2 <sup>nd</sup> phase
34.	Biodiversity Net Gain	<ul style="list-style-type: none"> <li>• Obligations to secure minimum 10% net gain across the lifetime of the project and the same for each phase (in each case with reasonable endeavours to achieve a target 20% net gain) unless the LPA has agreed a lower net gain for that phase which deficit has been made up elsewhere on the development.</li> <li>• A delivery plan for the BNG setting out sequencing of relevant works alongside delivery of development in reserved matters areas within the phase.</li> <li>• Habitat secured and maintained for at least 30 years via stewardship vehicle or conservation covenants.</li> </ul>	Implement in accordance with its terms
35.	Biodiversity Net Gain – Monitoring Requirements	<ul style="list-style-type: none"> <li>• Biodiversity Monitoring Report (BMR) submitted for approval.</li> </ul>	Biodiversity Monitoring Report submitted for approval on 1st



		<ul style="list-style-type: none"> <li>Biodiversity value will be calculated in accordance with a biodiversity metric in force at the time unless agreed in writing by the LPA (measured in terms of “biodiversity units”).</li> <li>The baseline metric currently developed for these purposes is the Biodiversity Metric 3.1, issued by Natural England in July 2021 – any deviation must be explained against agreed baseline position for each phase.</li> <li>Provide data for national or county-wide register for net gain delivery sites as appropriate ongoing monitoring and reporting with obligations on plot developers for each RMA to do the same as appropriate.</li> </ul>	<p>anniversary of grant of planning permission. Requirement to update concurrent with each Phase Framework Submission.</p> <p>Implement in accordance with its terms</p> <p>Cost schedule [tba] monitoring requirement per annum over 30-year period</p>
36.	Ecological Clerk of Works	<ul style="list-style-type: none"> <li>Confirmation of suitably qualified personnel– job description to be submitted for approval.</li> <li>Responsible for overseeing implementation of the EMMP commitments.</li> </ul>	Job Description submitted for approval for each phase prior 1 <sup>st</sup> Tier 2 Framework Submission
37.	Sustainable Access and Recreation Management Strategy (SARMS) (relating to protected areas including SPAs)	<ul style="list-style-type: none"> <li>Contributions towards monitoring set out in the SARMS to accord with CSR and ensure conclusion of no spill over recreational visitation to the Dungeness complex of protected sites is correct.</li> </ul>	<p>Bird Surveys &amp; Reporting £21,410 per phase (after first)</p> <p>Visitor surveys &amp; reporting £25,600 per phase</p>
38.	EBNT Tool	<ul style="list-style-type: none"> <li>Environmental Benefits from Nature Tool (EBNT) – requirement to update at each phase.</li> <li>EBNT provides developers, planners and other interested parties with a means of enabling wider benefits for people and nature from biodiversity net gain. The tool uses a habitat-based approach to provide a common and consistent means of considering the direct impact of land use change across 18 ecosystem service services. The same data from BNG can be used in the EBNT to calculate the wider ecosystem service benefits associated with the habitats (such as, carbon sequestration, recreational value and air quality benefits – see AQ and ammonia requirements).</li> <li>The submission shall consider opportunities to increase biogenic carbon sequestration as part of each phase.</li> </ul>	Requirement to update concurrent with each Phase Framework Submission
<b>HOUSING</b>			
39.	Site Wide Affordable Housing	<ul style="list-style-type: none"> <li>Delivery of minimum of 22% of all homes as affordable housing] in accordance with the tenure mix and housing mix as set out in the Housing Strategy (to be set out as the default dwelling mix). A minimum of 10% of all homes will be affordable or social rent.</li> <li>The affordable housing homes should be distributed evenly across each phase (i.e. each phase to achieve 22% affordable housing) and be tenure blind with the private homes.</li> </ul>	None
40.	Phase Affordable Housing Scheme	<ul style="list-style-type: none"> <li>Submission and approval of a phase Affordable Housing Scheme, such scheme to set out appropriate matters for the relevant phase (and referring to other phases to ensure delivery of site-wide requirements) and be in accordance with the default</li> </ul>	Prior to submission of any residential reserved matters application for the phase

		dwelling mix (as in the Housing Strategy) unless otherwise agreed (quantum/mix/tenure mix).	
41.	RMA Affordable Housing Scheme	<ul style="list-style-type: none"> <li>Submission and approval of a RMA Affordable Housing Scheme for approval, such scheme to set out necessary details (quantum/mix/tenure mix): for the relevant RMA and be in accordance with the relevant approved phase Affordable Housing Scheme including when reference made to other RMAs in that phase.</li> </ul>	Prior to commencement of development on each RMA containing dwellings
42.	Market Housing Restrictions	<ul style="list-style-type: none"> <li>No more than 60% of private homes in each RMA to be occupied until 60% of the approved affordable homes are delivered on that RMA, where applicable.</li> <li>No more than 90% of private homes in each RMA to be occupied until 100% of the approved affordable homes are delivered on that RMA, where applicable.</li> </ul>	Implement in accordance with its terms
43.	Affordability / Rent Controls	<ul style="list-style-type: none"> <li>Provisions to secure a range of intermediate rent (which shall be no greater than 80% of market rent) and shared ownership products meeting a range of local needs.</li> </ul>	Implement in accordance with its terms
44.	Nomination Rights / Allocations Process/Local Lettings Schemes	<ul style="list-style-type: none"> <li>Local Letting Schemes.</li> <li>Process for allocating homes.</li> </ul>	By RMA.
45.	Self and Custom Build	<ul style="list-style-type: none"> <li>Phase Self/Custom Build Action Plan to be approved. To include monitoring arrangements and plot passports.</li> </ul>	By Phase. Prior to submission of 2 <sup>nd</sup> phase
46.	Community-led housing	<ul style="list-style-type: none"> <li>Community-led Housing Feasibility Study to be approved and implemented .</li> </ul>	Prior to or concurrent with second phase to come forward
47.	Build to Rent Sector	<p>BTR Marketing and Management Plan to be approved, shall include:</p> <ul style="list-style-type: none"> <li>management principles for the BTR Housing Units ;</li> <li>the minimum length of term/right to renew for each letting</li> <li>break provisions;</li> <li>management of BTR units by an appropriate single professional property manager (with min service standards);</li> <li>principles to be applied to rent increases;</li> <li>shall not require upfront fees to be paid;</li> </ul> <ul style="list-style-type: none"> <li>BTR Units to be delivered alongside other market units in the RMA.</li> <li>Clawback provisions.</li> </ul>	Submit M&MP for approval concurrently or prior to submission of any reserved matters application for RMAs containing BTR. Plan to be approved before occupation of BTR
<b>ENERGY</b>			
48.	Energy Use Intensity & Monitoring	<ul style="list-style-type: none"> <li>Domestic and non-domestic development must demonstrate the use of an assured performance method during detailed design, construction and commissioning in order to ensure that the buildings' operational energy performance achieves the performance targeted at planning.</li> <li>Obligations on all plot developers to disclose and minimise the anticipated Energy Use Intensity at design, pre-occupation and construction stage.</li> <li>To monitor and report on total energy use for 5 years post-occupancy in line agreed methodologies suitable methods and processes and subject to a process for data collection being made available by the Local Authority to undertake these activities.</li> </ul>	Implement in accordance with its terms
49.	ESCO Feasibility Study	<ul style="list-style-type: none"> <li>A study to assess the feasibility establishment of an energy services company (ESCO) with the purpose of managing the renewable and low carbon energy infrastructure and energy supplies to individual households and non-domestic users to</li> </ul>	Prior to submission of Early Parcels RMAs

		support the net zero aspiration and options for it to be integrated with the Stewardship Vehicle.	
<b>WASTE</b>			
50.	Waste Review Group (WRG) and waste Arisings	<ul style="list-style-type: none"> <li>To set up WRG to include arrangements in place for its future operation - observe and perform the requirements of the WRG Terms of Reference [to be agreed and to include support and communication of delivery plans].</li> <li>All parties to use reasonable endeavours to work collectively (to mean in accordance with a timeline and work programme agreed through the WRG) to secure a waste transfer station capable of accommodating the waste arisings from the development.</li> </ul>	WRG to be established Within 6 months of planning permission
51.	Waste Facilities Contribution	<ul style="list-style-type: none"> <li>Owner is required to meet the cost of disposing of waste arisings from the development (£1,653,000).</li> <li>Form of contribution (whether by payment, transfer of land or delivery of services) to be agreed before s106 finalised.</li> <li>Provision for land to be safeguarded and transferred on terms to be agreed subject to this being in conformity with the terms of the outline planning permission.</li> </ul>	1 <sup>st</sup> occupation (if contribution) or as WRG agrees
<b>WATER AND DRAINAGE</b>			
52.	Drainage (discharge)	<ul style="list-style-type: none"> <li>Nutrient Wetlands Management Plan – submission for approval</li> <li>Obligations on plot developers to ensure that greenfield (existing) discharge rates would not be exceeded during rainfall events up to a 1 in 100 (1%) annual probability including an allowance for climate change.</li> </ul>	Prior to 1 <sup>st</sup> occupation  Implemented in accordance with its terms
53.	Transfer of SUDs drainage features to relevant management body	<ul style="list-style-type: none"> <li>Direct delivery and management through Stewardship Vehicle OR Transfer and monitoring arrangements (tbc).</li> </ul>	Prior to 50% occupation of each RMA
<b>AIR QUALITY</b>			
54.	Air Quality reporting and mitigation	<ul style="list-style-type: none"> <li>Approval of methodology for the modelling of nitrogen deposition from the development as a whole including any impact from road traffic.</li> <li>In accordance with the approved methodology the submission for approval of a modelling report with each phase to include any required mitigation.</li> <li>Delivery of approved mitigation.</li> <li>The above to be in consultation with the relevant competent authority.</li> </ul>	Site modelling to be approved prior to commencement of development.  Further triggers TBA.
<b>COMMUNITY DEVELOPMENT</b>			
55.	Community development programme	<ul style="list-style-type: none"> <li>To submit for approval a Community Development Programme to enable early and ongoing implementation of a range of activities to support and integrate existing and emerging new community, linking a range of themes e.g. arts, heritage, nature/wildlife, education and wellbeing.</li> <li>To maintain the programme thereafter in accordance with its terms.</li> </ul>	Prior to 1 <sup>st</sup> occupation
56.	Community development officer	<ul style="list-style-type: none"> <li>Employ the Community Development Officer in accordance with Job Description submitted to and approved by the LPA. Job description to include community engagement and engagement with Brockhill Park.</li> </ul>	JD submission no later than 1st anniversary of planning permission. Appoint or procure within 6 months of advertising Retain post for [15] years or earlier by agreement with LPA depending on

			establishment and independent operation of the community
<b>HEALTH AND COMMUNITY FACILITIES</b>			
57.	Social care including residential or extra care provision	Direct delivery by a provider in consultation with KCC of one x 60 bed care home.	[ TBA ]
58.	Provision of Healthcare and Community Facilities– Submission of Strategy	<p>The healthcare aspects of the Strategy shall be produced in consultation with NHS England/ NHS Kent and Medway ICB, KCC, F&amp;HDC for LPA approval and shall address the following:</p> <ul style="list-style-type: none"> <li>• How OP is addressing the Planning for Health Principles</li> <li>• The proposed location, timing, outline spec and delivery of any temporary GP facility or how the GP permanent facility will be phased</li> <li>• Up-to-date demographic analysis of likely population agreed with the ICB</li> <li>• The proposed location of the health care facility within first phase</li> <li>• The proposed size of the facilities (being sufficient in size to serve a patient list of c 25,000 with enough flexibility built in so that provision can reflect local need and best practice)</li> <li>• The outline specification for the design and delivery of the facilities including provision for an ambulance bay and/or Ambulance Community Response Posts (ACRPs) or similar</li> <li>• Proposed timing for construction and approach to triggers for buildings, (including design stage) land and/or funds for required capacity</li> <li>• Proposed terms of transfer/lease.</li> </ul> <p>The healthcare facility will be developed in accordance with the following principles:</p> <ul style="list-style-type: none"> <li>• To be located in the town centre; a prime and easily accessible location with good transport links.</li> <li>• Indicative list for the community hub to include space for family and social care, community services, primary care services not an exhaustive list.</li> <li>• It is anticipated that the first premises will provide some generic spaces for community use and which could provide space for local service providers to encourage residents to 'stay local' (see community facilities below).</li> <li>• Makes provision for phased delivery or interim provision.</li> </ul> <p>The Community Facilities aspects of the Strategy shall explain the approach to the bringing forward of community space of size function and specification in order that the needs of the development can be met at all times (“The Community Need Objective”) but in a way which provides flexibility to respond to needs going forward (“The Community Flexibility Objective”). The strategy shall address the provision of early/temporary community space and shall make provision for periodic reviews of the Strategy.</p> <p>As a baseline provision the Strategy will make provision for the following through either self-delivery or as a fallback payment and land in lieu (the strategy may provide for these to be</p>	<p>Approval of strategy before 1st Phase Framework is approved and any development can begin in 1<sup>st</sup> phase.</p> <p>Triggers to be agreed as part of Strategy.</p> <p>In the event of interim facilities - provided prior to 1<sup>st</sup> occupation.</p>

	<p>delivered in a variety of configurations including multi use or co-located facilities and shall avoid unnecessary duplication):</p> <ul style="list-style-type: none"> <li>• Library facility</li> <li>• Early help</li> <li>• Community learning</li> <li>• Social care employment and community space</li> <li>• Public Health integration</li> </ul> <p>The Strategy will for community facilities include the proposed timing for construction and approach to triggers (expressed in terms of dwelling occupations for facilities, (including design stage) or as the case may be land and/or funds if self-delivery is not proposed and will address future flexibility of facilities.</p> <p>For all services below access to space to be made available at nil cost or as agreed and include fixtures, fittings and equipment. Other terms of transfer/lease to be agreed. The strategy will address who will in each case deliver and operate the community facilities and on what terms.</p> <p>The baseline position is as follows but subject to agreement/review via the strategy:  <i>Library</i> – total cost £1.2m 200 sqm X £3500 fully equipped, dedicated space (200sqm) in a Wi-Fi enabled community facility at nil cost to KCC or as agreed. Developer contributions to cover library equipment, stock, services including digital infrastructure, shelving, resourcing initial offer and resources for the new users. Adaptations for the elderly or mobility-impaired or any other similar measures to improve access and inclusion. Libraries to be a named consultee on community hub building design.</p> <p><i>Community Learning</i> – total cost £1.1m 180 sqm (3x60sqm classrooms); formerly adult education, includes adult numeracy &amp; literacy classes. Community Learning to be a named consultee on community hub building design.</p> <p><i>Early Help</i> (family/children’s services) – total cost £1.2m; 230sq.m for early help (use at nil cost to KCC or as agreed); could be part of wider health hub.</p> <p><i>Social Care community and employment space</i> – total cost £2.4m 500sq.m. social care requirements (on and off site) may include: assistive technology; community facilities accessible for those with both mental and physical disabilities; sensory facilities; changing places and any other requirements agreed with KCC or payment in lieu. Use at nil cost to KCC or as agreed.</p> <p><i>Public Health</i> - co-locate with social care and NHS; delivery of a range of public health services including smoking cessation, sexual health services, substance misuse services, One You (a service covering obesity, alcohol and smoking), Live Well Kent (a service focussed on mental and physical wellbeing, also covers factors like employment and debt). Public health to be a</p>	<p>Triggers are to be included in the Strategy provided Community Needs Objective and Community Flexibility Objective are met</p>
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		<p>named consultee/stakeholder in design of health and community hubs. Terms for KCC access tba.</p> <p>The strategy will set out guiding principles as to the quantum of community space to be provided by phase.</p> <p>A Community Facilities Review Group to be established in order to oversee operation of the strategy and agree provision within above scope. Membership to be agreed.</p> <p>Obligations to provide the healthcare and community facilities in accordance with its terms.</p>	
59.	Cultural and Creative Strategy	<ul style="list-style-type: none"> <li>• Appoint a Creative Champion - job description to be submitted for approval.</li> <li>• Establish a project board/advisory panel for arts and creativity who will: <ul style="list-style-type: none"> <li>○ Commission a Public Art Policy and Strategy;</li> <li>○ Commission a Case for Investment to identify funding sources and create a medium-term fundraising and investment strategy;</li> <li>○ Devise an Implementation Plan which will include a costed action plan, a funding strategy, a project plan and a risk register;</li> <li>○ Continue to work on early pilot projects.</li> </ul> </li> <li>• Regularly review the Creative and Cultural Strategy as the development is delivered and residents assume ownership and management of the strategy and take their own vision forward.</li> </ul>	<p>Job Description prior to 1<sup>st</sup> occupation and maintain post until end point to be agreed</p> <p>Art Policy and Strategy to be reviewed prior to or concurrent with each phase unless agreed updated within preceding 12 calendar months</p>
<b>LONG TERM STEWARDSHIP</b>			
60.	Stewardship Vehicle	<ul style="list-style-type: none"> <li>• Submission for approval in writing the Stewardship Vehicle Proposal which shall conform to the principles set out in the Governance and Stewardship Strategy submitted as part of the planning application and dated [ ] and shall ensure that the Otterpool Park Stewardship Vehicle is set up in such a way as to achieve the following: <ol style="list-style-type: none"> <li>A. To hold, manage, develop or otherwise deal with the freehold and/or leasehold interests of relevant areas of land or assets on the application site;</li> <li>B. To provide services (including community services) for the benefit of Otterpool Park residents;</li> <li>C. To undertake social inclusion and other community functions for the benefit of those living and/or working at the new settlement; and</li> <li>D. To do all such things as may be considered to be incidental or conducive to any of the above.</li> </ol> </li> </ul> <p>The Stewardship Vehicle Proposal (SVP) means a written statement which shall include the following:</p> <ul style="list-style-type: none"> <li>• proposed legal status, draft memorandum and articles of association;</li> <li>• the proposed Stewardship Business Plan;</li> <li>• the proposed Stewardship Vehicle funding arrangements including key principles for service charges, service charge increase and proposed limits;</li> <li>• the proposed Stewardship Vehicle governance structure;</li> </ul>	<p>Prior to submission of 1<sup>st</sup> phase framework</p>

		<ul style="list-style-type: none"> <li>the proposed SV constitution and the proposed relationship to the LLP and to the Council;</li> <li>the proposed default and step in right arrangements;</li> <li>the proposed Estate Management Principles.</li> <li>The process to be followed for securing the LPA's written approval to periodic review of the SVP.</li> </ul>	
61.	Phase Stewardship Asset Plan	<p>Submitted for approval in writing in relation to each phase and means a written statement which shall include the following information:</p> <ul style="list-style-type: none"> <li>A. the land and/or assets and facilities for each phase that are proposed to be transferred into the vehicle for long-term stewardship and trigger events to be approved for transfer into the vehicle with reference to number of dwelling occupations in the relevant phase;</li> <li>B. the anticipated costs of managing and maintaining the relevant land or asset based on actual figures where possible or examples of similar land or assets;</li> <li>C. the proposed sources of income and revenue;</li> <li>D. the most appropriate governance model to apply to each relevant area of land or asset;</li> <li>E. the timing of implementation of the chosen governance model and any interim measures required, including management by the LLP;</li> <li>F. any linkages between different areas of land or assets that should be reflected and/or considered as part of the governance model.</li> </ul>	Prior to commencement of relevant phase other than Enabling Works
62.	Stewardship Asset Transfers	<ul style="list-style-type: none"> <li>Obligations to secure transfer of relevant assets into stewardship vehicle and comply with approved plan.</li> </ul>	Implementation of Phase Stewardship Asset Plan in accordance with its terms including transfer of assets into vehicle in accordance with approved triggers in approved PSAP
<b>EDUCATION</b>			
63.	Education Review Group (ERG)	<ul style="list-style-type: none"> <li>A monitor and manage approach will be applied to education need and be implemented in accordance with Education Review Group Terms of Reference. A Group comprising County Council, the LPA and the developer and such other persons as the ERG shall unanimously agree should attend will be created. Its purpose is to respond monitor the numbers and ages of pupils moving to, living in, being born within the development to ensure sufficient education provision is available in a timely manner. It may also agree to the developer building a school – the default position being that land and capital are to be transferred/paid to KCC.</li> <li>Neither KCC's statutory duties as education authority nor F&amp;HDC's as LPA are to be usurped by the agreement and subject to those caveats, all decisions of the ERG must be unanimous.</li> <li>Default triggers for schools sites and contributions are outlined below against which the group can monitor and agree variations.</li> </ul>	First meeting within three months of commencement of development. Meetings three times a year to match school seasons.

		<ul style="list-style-type: none"> <li>To support delivery at the right time, contributions to be discussed and overseen by ERG and used to deliver the overall education infrastructure for the development in optimum way for education benefits to meet the needs of the development.</li> </ul>	
64.	Nursery and pre-school provision	<ul style="list-style-type: none"> <li>Provision for 780 places, including 52 to be based in each primary school</li> <li>To include outside play space and suitable locations i.e. compatible neighbours</li> <li>Remaining 8 to be based in community and commercial premises. If community premises, a dedicated space to be provided. Subject to process to be followed for finding community/commercial operator.</li> <li>Community/commercial premises to have suitable parking and drop-off and pick up spaces, plus outdoor play space.</li> <li>Community/Commercial Nurseries subject to finding willing operator.</li> </ul>	The seven primary school nurseries will be triggered in line with the primary schools and funded from within the £10.6m contributions for each. Early years setting to be open every 500-600 occupations as minimum and may include nurseries opening in community or commercial premises between the opening of each primary school.
65.	Primary school provision	<ul style="list-style-type: none"> <li>Six sites at 2.6ha, one at 2ha each appropriately serviced and accessed</li> <li>Contributions for seven high quality schools being £10.6m per school plus indexation.</li> </ul> <p>Potential for two delivery options:  <b>Delivery commissioned by the County Council;</b> the County Council requires that the land required for school provision is transferred to it or its nominee (e.g. DfE) freehold under its General Transfer terms, and at nil cost, together with the required financial contributions to enable it to commission school places. Licence to be granted for early access to sites  <b>Direct delivery by the developer</b> may be agreed by ERG subject to all necessary approvals of Secretary of State. Design and construction details to be approved by KCC and land to be transferred freehold to KCC or its nominee under its general transfer terms.</p> <p>In the event of direct delivery developer to make payment to KCC for diseconomies of scale/indemnify KCC for the costs of these including revenue costs. These sums are to be agreed at the time and subject to evidence of increased costs/cost risk.</p> <p>Delivery route to be discussed and agreed through the Education Review Group in accordance with its terms.</p>	In accordance with Education Delivery Triggers Table <u>below</u> or as agreed through variation with the ERG



66.	<b>Proposed Education Triggers subject to ERG review</b>		<b>Generally 3 years before opening</b>	<b>2 years before opening</b>		<b>3 years before opening</b>	<b>2 years before opening</b>
	<b>Primary School No</b>	<b>School open by occupation of (not an occupation restriction provided owner has complied in terms of land/contribution)</b>	<b>Provide appropriate condition surveys and agree location in writing by (Tier 2) and give license and means to KCC to access</b>	<b>Transfer vacant serviced site and ensure access to KCC requirements by occupation of</b>	<b>Bonds if required TBC*</b>	<b>contribution 1 10% OF THE AGREED CONTRIBUTION + INDEXATION</b>	<b>contribution 2 90% + INDEXATION</b>
	1	385 dwellings	Prior to commencement of development	Within 6 months of the commencement of 1st dwelling		On commencement of development	12 months after contribution 1
	2	1489 dwellings	occupation of 385 dwellings	716 dwellings		Occupation of 385 dwellings	Occupation of 716 dwellings
	3	2968 dwellings	occupation of 1489 dwellings	1912 dwellings		Occupation of 1489 dwellings	Occupation of 1912 dwellings
	4	4023 dwellings	occupation of 2440 dwellings	2968 dwellings		Occupation of 2240 dwellings	Occupation of 2968 dwellings
	5	5059 dwellings	occupation of 3525 dwellings	4023 dwellings		Occupation of 3525 dwellings	Occupation of 4023 dwellings
	6	6601 dwellings	occupation of 5059 dwellings	5593 dwellings		Occupation of 5059 dwellings	Occupation of 5593 dwellings
	7	7797 dwellings	occupation of 6097 dwellings	6601 dwellings		Occupation of 6097 dwellings	Occupation of 6601 dwellings
67.	Secondary School Provision	Two secondary school sites as per delivery route options for primary schools: <ul style="list-style-type: none"> <li>• One for an 8FE site at 10.5ha.</li> <li>• 6.4ha for a 6FE site.</li> <li>• Sites to be transferred freehold in accordance with KCC transfer requirements at nil cost to KCC and be appropriately serviced and accessed.</li> <li>• Funding New build rates and expansion rates per place in the draft dev cons guidance are £27,935.96 and £26,646.36 respectively.</li> </ul>				In accordance with Education Delivery Triggers Table or as agreed through variation with the ERG.	

		<ul style="list-style-type: none"> <li>ERG may agree a single secondary school instead of two in which case land area and contribution are to be agreed as part of this change.</li> </ul>																																			
68.	<p><b>Proposed Education Triggers subject to ERG review</b></p> <table border="1"> <thead> <tr> <th></th> <th></th> <th>3 years before opening</th> <th>2 years before opening</th> <th></th> <th>3 years before opening of first 4FE</th> <th>2 years before opening of first 4FE</th> </tr> <tr> <th>Secondary School No</th> <th>School open by occupation of</th> <th>agree location in writing by occupation of</th> <th>Transfer site and ensure access by occupation of</th> <th>Bonds if required</th> <th>contribution 1 10% OF THE AGREED CONTRIBUTION + INDEXATION</th> <th>contribution 2</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Occupation of 2440 dwellings</td> <td>Occupations of 1066 dwellings</td> <td>occupation of 1489 dwellings</td> <td></td> <td>10% of agreed contribution at occupation of 1066 dwellings</td> <td>90 % of agreed contribution at occupation of 1489 dwellings</td> </tr> <tr> <td>2</td> <td>Occupation of 7262 dwellings</td> <td>Occupation of 5593 dwellings</td> <td>Occupation of 6097 dwellings</td> <td></td> <td>10% of agreed contribution at occupation of 5593 dwellings</td> <td>90% of agreed contribution at occupation of 6097 dwellings</td> </tr> </tbody> </table> <p>Secondary School off-site contributions</p> <ul style="list-style-type: none"> <li>Offsite provision triggers- assumption that the two grammar schools will need to grow by 1FE each as this would be the most practicable solution.</li> <li>Contributions required around 2 years before additional provision would be required.</li> <li>Offsite contributions required at expansion rate:</li> </ul> <table border="1"> <tr> <td></td> <td>1FE of contributions (150 year 7-11 places at expansion rate and 40 sixth form places 190 places in total)</td> <td>2FE of contributions (150 year 7-11 places at expansion rate and 45 sixth form places 19 places in total)</td> </tr> <tr> <td>Triggers</td> <td>occupation of 2440 dwellings</td> <td>occupation of 5593 dwellings</td> </tr> </table>					3 years before opening	2 years before opening		3 years before opening of first 4FE	2 years before opening of first 4FE	Secondary School No	School open by occupation of	agree location in writing by occupation of	Transfer site and ensure access by occupation of	Bonds if required	contribution 1 10% OF THE AGREED CONTRIBUTION + INDEXATION	contribution 2	1	Occupation of 2440 dwellings	Occupations of 1066 dwellings	occupation of 1489 dwellings		10% of agreed contribution at occupation of 1066 dwellings	90 % of agreed contribution at occupation of 1489 dwellings	2	Occupation of 7262 dwellings	Occupation of 5593 dwellings	Occupation of 6097 dwellings		10% of agreed contribution at occupation of 5593 dwellings	90% of agreed contribution at occupation of 6097 dwellings		1FE of contributions (150 year 7-11 places at expansion rate and 40 sixth form places 190 places in total)	2FE of contributions (150 year 7-11 places at expansion rate and 45 sixth form places 19 places in total)	Triggers	occupation of 2440 dwellings	occupation of 5593 dwellings
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69.	Sixth Form	<ul style="list-style-type: none"> <li>Onsite 471 places to be split proportionately between the Secondary Schools and off-site expansions.</li> <li>In accordance with the rates for year 7-11 pupils.</li> </ul>	In accordance with Education Delivery Triggers Table or as agreed through variation with the ERG																																		
70.	Special Educational Needs	<ul style="list-style-type: none"> <li>80 SEN Places</li> <li>Options to include delivery as a standalone school or as a specialist provision(s) within a mainstream school(s). A site of 1.5ha will be required for standalone school. If delivered as part of campus site or mainstream school the site size implications to be reviewed. ERG to agree option.</li> <li>Funding rate of £50,893.35 per place.</li> </ul>	In accordance with Education Delivery Triggers Table or as agreed through variation with the ERG																																		

71.	Flexibility of education sites	<ul style="list-style-type: none"> <li>• KCC to use school sites for education purposes.</li> <li>• Reasonable endeavours to support principle of the community use of school buildings through Community Use Agreements and will actively encourage within the scope of legislation and costs.</li> </ul>	Variation agreed through ERG as and when required
<b>MONITORING</b>			
77	Monitoring Costs and Scheme	<ul style="list-style-type: none"> <li>• To pay the Council's and KCC's costs (70/30 split) in connection with monitoring compliance with the S106. Payable in instalments.</li> <li>• To include Council costs for maintaining dedicated webpage to ensure real-time access to monitoring and progress reports for the community.</li> <li>• To provide updates tracking the S106 obligations that have been performed or discharged and those outstanding.</li> </ul>	<p>From first commencement- per annum (reviewed annually)</p> <p>Webpage maintenance prior to submission of 1<sup>st</sup> RMA</p>

Notes

1. Details to be confirmed as part of S106 negotiations/legal advice.
2. Reference to phases mean phases approved under conditions T2(1) and T2(1)
3. Any obligations expressed in the positive will be supported by the equivalent negatively worded obligation unless agreed otherwise during negotiations.
4. Controls/triggers to endure notwithstanding further planning permissions unless adequate controls in place.
5. Design standards for social and community infrastructure assumes inclusive/accessible design, sustainable transport, parking and active travel routes.
6. NH to be involved in drafting of highway provisions impacting SRN.
7. Indexation to ensure values are not reduced over time.
8. The costs and disbursements of the County Council's and LPA's Legal and other Professional Advisors incurred in connection with the negotiation, preparation and completion of the deeds, ongoing monitoring and delivery.
9. Land requirements as set out in schedule and safeguarded for transfer of land for highway and other purposes as specified.
10. Bonds if required.
11. Updating and implementation of site-wide strategies in line with planning conditions may need to be reflected in S106 obligations.
12. As the applicant is seeking higher, exemplar design standards for community buildings (for example schools) additional contributions may be required to fund higher standards.
13. Drafting to reflect that education obligations are subject to the principle that the development is not required to meet the cost of education needs beyond those generated by the development
14. Final wording of 106 may inform final wording of conditions and vice versa all subject to the delegated authority of the Chief Planning Officer