

Appendix 9 - 12/00400/AS – Land at Chilmington Green – Heads of Terms for a s106 agreement

Legislation

Planning obligations under Section 106 of the Town and Country Planning Act 1990 (as amended), commonly known as s106 agreements, are a mechanism which make a development proposal acceptable in planning terms, that would not otherwise be acceptable. They are focused on site specific mitigation of the impact of development. A s106 obligation can:

1. restrict the development or use of the land in any specified way
2. require specified operations or activities to be carried out in, on, under or over the land
3. require the land to be used in any specified way; or
4. require a sum or sums to be paid to the authority on a specified date or dates or periodically

The legal tests for when LPA's can use a s106 agreement are set out in regulation 122 and 123 of the Community Infrastructure Levy Regulations 2010 as amended. With regard to CIL compliance, the test is that a planning obligation may only constitute a reason for granting planning permission for the development if the obligation is:

- (a) necessary to make the development acceptable in planning terms;
- (b) directly related to the development; and
- (c) fairly and reasonably related in scale and kind to the development.

During the course of negotiating the Heads of Terms set out below, officers from ABC and KCC have provided clear evidence for all proposed contributions and works of how the sums have been calculated (with the scale directly relating to the scale of the development applied for) and how they will be spent to directly benefit the residents of Chilmington and mitigate the impact of the development on service provision. The policy references and other starting points are set out in the table below together with any necessary commentary.

National Planning Policy Framework (NPPF) – Policy Tests

As well as the legal tests, the policy tests are contained in the National Planning Policy Framework (NPPF):

"203. Local planning authorities should consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations. Planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition.

204. Planning obligations should only be sought where they meet all of the following tests:

- *necessary to make the development acceptable in planning terms*
- *directly related to the development; and*
- *fairly and reasonably related in scale and kind to the development."*

"205. Where obligations are being sought or revised, local planning authorities should take account of changes in market conditions over time and, wherever appropriate, be sufficiently flexible to prevent planned development being stalled."

Officers consider that all of the recommended obligations below meet the CIL tests and are necessary to make the proposed development acceptable in Planning terms.

	Detail of Obligation	Amount(s)	Trigger Point(s)	AAP and other policy references (in accordance with the requirements of the CIL Regulations set out above)	Notes
	Affordable Housing				
1.	<p>a) Subject to viability appraisal(s) as set out in Head 37, to provide not less than 30% of the total 5, 750 dwellings as affordable housing (AH), comprising 60% affordable rented units and 40% in other forms of affordable provision (or such other proportion as the Council specifies) and to such standards, timings and other particulars as the Council specifies in an affordable housing scheme(s). The affordable housing shall be owned and managed by a registered provider of social housing previously approved by the Council.</p> <p>b)The initial phase (for viability purposes) of 1000 dwellings to deliver 10% AH. Thereafter, viability to be reassessed for each subsequent “phase” (as defined by Head 37) to determine the level of AH provision for that phase. No phase shall deliver less than 10% or more than 40% affordable housing (direct provision).</p> <p>c) 5% of all affordable housing units to be Habinteg Wheelchair Housing Design Guide Standard, to cater for people with physical disabilities and families with disabled children.</p> <p>d) The Developers to build all units unless otherwise agreed (see below) and transfer them to the ownership of Housing Associations. Alternatively, subject to prior approval by the Council, to gift land plot/s to Housing associations and or Ashford Borough Council together with financial contributions for construction of the units to deliver a number of the units on the plot/s of which they would retain</p>	<p>Phase 1 - [60] affordable rented units</p> <p>[40] Intermediate tenure units</p> <p>Phases 2 - 9 – delivery (scale and tenure) to be approved by LPA following a review of viability for that phase.</p>	<p>To be agreed in the affordable housing scheme to be approved prior to commencement of each viability phase but based on</p> <p>AAP Main Phase 1 – 448 units</p> <p>AAP Main Phase 2 – 341 units</p> <p>AAP Main Phase 3 – 467 units</p> <p>AAP Main Phase 4 – 469 units</p> <p>All affordable units within a sub-phase to be built and transferred before occupation of 75% of the open market dwellings within that viability phase.</p>	<p>Core Strategy – CS1, CS5, CS9 policy CS12 (which requires 30% AH), CS13</p> <p>AAP – policy CG1- c) delivery of varied housing offer, CG18 – Provision of Affordable Housing; development aims to provide a total of 30% affordable housing (1, 725) with a tenure split of 60% affordable rent and 40-% other forms of affordable provision. Viability case for lesser provision may be accepted by the Council. No less than 10% AH and a maximum of 40% in any main phase. CG22.</p> <p>Reference should be made to the Chilmington Green Accommodation Quality Charter – Older People and Vulnerable Groups to assist in understanding the Councils objectives with these particular types of accommodation.</p> <p>The Affordable Housing SPD and guidance in the NPPF.</p> <p>Sustainable Design and Construction SPD</p> <p>Residential Space and Layout SPD</p>	<p>Please refer to Head 37 for how viability is proposed to be assessed across the scheme as a whole and within each viability phase (as defined by Head 37). The main outcome of the viability reviews of each such phase will be to determine the scale and type of AH to be provided within each viability phase. Although the obligation to provide AH within the first viability phase of 1000 dwelling units will be fixed at 10% and the mix indicated in column 2, the levels of and type (within certain parameters – see below) of AH within each subsequent phase will be determined by viability reviews of those phases and through the agreement of AH schemes for those phases.</p> <p>The levels of Affordable Housing are key to the viability of the site due to the significant cost of subsidising “traditional” forms of AH. AH only and (no other infrastructure provision) may be reduced within each phase from the target of 30 % provision if it can be demonstrated that a given phase cannot afford its full complement of 30% provision.</p> <p>The Council may accept a viability case for a reduction from 30% AH provision within a phase, but the level of AH provision within each and every phase will not fall below 10% and not exceed 40% of the total dwellings within each and every phase. Furthermore, the level of AH provision will not exceed 40% and fall below 10% of the total dwellings across any “main phase” (as defined by the AAP).</p> <p>The Council may also accept a departure from the obligation in column 1 to have 60% of all Affordable Housing being affordable rented within a phase. However, the level of affordable rented provision within each and every phase will not fall below 30% of the total AH provided within each and every phase and the level of affordable rented provision will not fall below 30% of the total Affordable Housing provided across any “main phase”.</p>

	<p>ownership. This to include the scope to use the plots sold to Ashford Borough Council to deliver self- build options.</p> <p>e) The Developers to also covenant to sell serviced land parcels at market value to RP's if an offer equivalent to an offer from another developer is received from an RP.</p> <p>(Housing principles document to be agreed and appended to S106)</p>				<p>If there is any agreed under – provision of the level of AH within a phase (i.e. below 30% of all dwellings within a phase being AH) that under – provision will be rolled over to the next phase and provided therein subject to the viability of that phase as demonstrated by its viability appraisal and the application of a cap on the maximum provision of AH within any and all phases of 40%.</p> <p>If there is any agreed under provision of affordable rented within a phase (i.e. below 60% of total affordable housing provided within that phase) that under provision will be rolled over to the next phase and provided therein subject to the viability of that phase as demonstrated by its viability appraisal.</p> <p>There are a number of areas within particular Main phases of the development where it may be appropriate to deliver greatly reduced or no affordable housing to assist the developer to achieve the design and character area ambitions of the Chilmington Green Area Action Plan. The character areas in question where this approach could be adopted include the:</p> <ul style="list-style-type: none"> • Chilmington Green Hamlet Character Area • Southern Fringe Character Area • Discovery Park Edge Character Area <p>Delivery of the older person's accommodation and supported persons accommodation needs to be synchronised with the District Centre in Main phase 1 and if required following further review in the Local Centres within Main phases 3 and 4, having suitably established facilities to ensure that appropriate service provision is available to assist with the function of these types of accommodation and for the wellbeing of the occupants. If the District Centre and Local Centres take longer to be 'functional' than is anticipated then ABC could accept areas of land set aside for delivery of the older person's and supported accommodation. This land should be in close proximity to the 'centres', to deliver this provision when the 'centres' are suitably established.</p>
	Sustainable Design and Construction				
2.	<p>Carbon Off- Setting Contribution</p> <p>To make contributions to the Ashford</p>	To be calculated using the shadow price of carbon set	No occupation of a building until the energy	Core Strategy - policies CS1, CS5, CS9 and CS10 (C).	The achievement of the relevant CSH/BREEAM standard will primarily be achieved via a planning

	<p>Carbon Fund based on the residual carbon emissions of the development set out in the energy performance certificate for each building and quantified over 10 years, (as set out in policy CS10 or its replacement).</p> <p>(NB: this Head will deal with the issue of changes to the Building Regulations in 2016, and any other legislative changes)</p>	<p>out in the Sustainable Design and Construction SPD.</p>	<p>performance certificate has been supplied. Contributions to be aggregated to those attributable to tranches of 100 dwellings or paid individually in the case of non-residential buildings.</p>	<p>AAP - CG0, CG19, Chapter 12 - Percentage of new homes to meet relevant Code for Sustainable Homes standards as established through Policy CS10 (Core Strategy) and supported through the Sustainable Design and Construction SPD 100%. Percentage of new buildings to meet relevant BREEAM standards as established through Policy CS10 (Core Strategy) and supported through the Sustainable Design and Construction SPD 100%. Percentage of Carbon Dioxide Emissions (regulated) reduced from:</p> <p>1) residential development - At least 15%</p> <p>2) non-residential development - At least 10%</p> <p>Sustainable Design and Construction SPD</p>	<p>condition. The relevant code for residential is Code 4: the relevant code for non-residential is BREEAM Excellent. There will also be other buildings that will need to achieve a bespoke standard i.e. education buildings. However, achieving carbon neutrality may have to be achieved by the payment of a carbon off-setting payment. In part this will depend on progress on the CHP plant shown in the district centre (Head 3), which is under discussion. This Head provides for such payments to be made, if necessary, in order to achieve compliance with CS10.</p>
3.	<p>Provision of a CHP plant</p> <p>To agree the design and specification of a CHP plant prior to the submission of any RM application in the District Centre or by the occupation of 200 dwellings on the site whichever is the earlier, capable of serving all the development at Chilmington Green, unless otherwise agreed by the LPA. To construct the plant prior to the occupation of any floorspace in the District Centre or by the occupation of 500 dwellings whichever is the earlier. To provide underground ducting to all properties to enable them to receive energy generated by the CHP plant, unless otherwise agreed by the LPA. Once installed, the plant shall be retained in effective working order.</p>	<p>Design and specification to be approved by the LPA prior to occupation of 200 dwellings on the site.</p>	<p>Agree design = prior to 200 dwellings.</p> <p>Construct = prior to occupation of 500 dwellings.</p>	<p>Core Strategy - policies CS1, CS9 and CS10 (C), the Sustainable Design and Construction SPD and guidance in the NPPF.</p> <p>AAP – CG0, CG19, Chapter 10 policy CG19 requires a district heating system supported by a Combined Heat and Power system.</p> <p>Sustainable Design and Construction SPD</p>	<p>See Head 2 above.</p>
4.	<p>Provision of flexible/sustainable residential accommodation</p>	<p>1. All non-flated accommodation. 2. Any residential</p>	<p>Approval of RM.</p>	<p>Core Strategy - policies CS1, CS5, CS9</p>	<p>This will be a key part of the monitoring regime carried out by ABC and of approval at RM</p>

	<ol style="list-style-type: none"> 1. All houses to meet Lifetime Homes standard. 2. All party/separating structures to achieve airborne sound insulation values at least 8dB higher and impact sound insulation values at least 8dB lower than Approved Document E (2003 edition, with 2004 amendments) 3. All homes to have high-speed internet access (minimum speed of >25 MB). 4. All RM approvals to achieve BforL 12. 5. All homes to be capable of flexible expansion to meet agreed flexibility targets. 6. All daylighting standards to be a minimum of 2% in kitchens and 1.5% in livings rooms, dining room and studies – using BS 8206-2 <p>(NB: this Head may be superseded in part through overlap with the Head relating to the Quality Agreement during final negotiation and the Design Code).</p>	<p>property with separating/party structure.</p> <ol style="list-style-type: none"> 3. All homes. 4. All homes. 5. All homes. 6. All homes 7. All homes. 		<p>AAP – CG0, CG19the Vision for Chilmington Green. Policy CG1 c)</p> <p>The Chilmington Green Quality Charter 8, 9, 10, 11, 15, 16, 22.</p>	<p>stage.</p>
	<p>Community Management Organisation (CMO)</p>				
<p>5.</p>	<p>Provision of the CMO</p> <p><u>Purpose and Form</u></p> <p>1.1 The developers will work with the Council to agree and jointly set up a CMO that fully accords with the principles set out in the Brief for that organisation agreed between the developer team and the Council and as subsequently agreed by the Chilmington Green Task Group in</p>	<p>As set out in Column1.</p>	<p>Process to commence upon signing of the s106.</p>	<p>Core Strategy - policies CS1, CS5, CS7, CS8, CS9, CS11, CS18</p> <p>AAP –, CG0, CG1, CG8, CG10, all policies requiring the maintenance of Community Infrastructure.</p> <p>The Chilmington Green Quality Charter – 1, 2, 3 (part), 4, 5,</p>	<p>AAP Chapter 8, envisages the creation of a community development trust type arrangement at Chilmington Green, in the form of an independent not for profit organisation, which would aim to bring social, economic and environmental benefits to the community. It would be a community-led organisation with an approach that encourages and supports people taking responsibility for their own communities. Such a trust would work alongside the existing parish councils – each</p>

	<p>June 2013 (such Brief to be annexed to the S106) including providing funding for that process.</p> <p>1.2 The developer shall submit to the LPA and the LPA shall approve the constitutional documentation/arrangements creating and governing the operation of the CMO and the form of entity the CMO will take (notwithstanding the references to limited companies in the Brief referred to above). The constitutional arrangements/documentation shall</p> <p>1) ensure the CMO shall have inclusive governance arrangements as set out and in accordance with the key principles/objectives of the Brief</p> <p>2) Provide for a balanced representation of interests (developer/resident/Local Authority/other) on any board or other governing/voting body</p> <p>and</p> <p>3) ensure the CMO can effectively carry out all of its intended functions including estate management.</p> <p><u>Timing of the creation of the CMO</u></p> <p>2.1 A Shadow CMO Board shall be created and shall be operational at least four months before the commencement of any works on site. The Shadow CMO Board shall be created in accordance with the principles outlined in the brief. The LPA shall approve the identity of the members of the Shadow CMO Board, its terms of reference and its operating procedures prior to it being created, and it shall be</p>				<p>body having a set of related but clearly distinguished roles and responsibilities. Policy CG10 states:-</p> <p>“In order to help establish a strong community at Chilmington Green, the council supports a community led management arrangement.</p> <p>The preferred solution for community governance at Chilmington Green will need to be determined before outline planning permission is granted but there is scope for a community development trust arrangement to take on the responsibility for managing and maintaining a variety of uses, facilities and space to be delivered as part of the development.</p> <p>A detailed strategy, supported by a business case, will need to be prepared and agreed with the council which will need to establish the scope of the community governance arrangement, how it will evolve and develop over time, and the long term financial sustainability of the model. In particular, this strategy will need to show how the arrangements proposed would successfully interact with and work alongside the existing parish councils.</p> <p>An appropriate level of developer contribution will need to be made in line with the approved business case to provide for the arrangement proposed and for community development (especially in the early years), including staff, premises and equipment costs. This support will need to be provided until a local community management body in a form agreed by the council (e.g. a Trust) has been set up and is operationally effective with a firm financial basis (including property and other endowments and a potential resident service charge regime.”</p>
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	<p>created as approved by the LPA.</p> <p>2.2 Interim paid staff management to be in place and funded with the first stage start-up grant contribution (as set out below) before statutory commencement of any works on site</p> <p>2.3 The “full” CMO as agreed shall be formally established as an entity before the first residential occupation on the site in accordance with the constitutional details approved by the LPA.</p> <p>2.4 A full operating business plan for the 20 year development period (3years in detail, 17 years in outline) to be submitted by the developer in accordance with decision criteria to be previously agreed by the Council in consultation with the CMO within 3 months of statutory commencement on site, and to be reviewed annually. This approved business plan will inform what is ultimately decided/approved by the LPA in consultation with the CMO re the amount of the resident levy and the commercial levy (see 6.1 below)</p> <p><u>CMO responsibilities and transfer of community assets</u></p> <p>3.1 The CMO will own, and/or maintain and manage in ways consistent with its final approved business plan(s) a stock of community assets required by the AAP for residents of the development. In accordance with the requirements set out in other Heads of Terms to draw up and agree detailed sites, specifications and designs for approval by the council and in consultation with the CMO, the developers must either</p> <p>a) provide at least the following</p>				
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	<p>community assets and provide for the unencumbered freehold of these assets to be transferred to the CMO for nil consideration to a timetable to be agreed, or</p> <p>b) provide funding to enable the CMO to deliver those assets.</p> <p>The developer will be responsible for providing appropriate vehicular and pedestrian access to the agreed sites and all necessary and relevant services/utilities to those assets through prior agreement with the LPA, Borough Council and CMO in addition to the costs stated in each Head of Terms referred to. The principal assets are as follows:</p> <p>a) At Discovery Park, outdoor sports pitches as set out in Head 12 below totalling 22.08 ha of land.</p> <p>b) At Discovery Park land (0.04 ha) and funding [£xx] for the construction of a landscaping maintenance depot and workshop (if subsequently deemed needed by the CMO).</p> <p>c) At Discovery Park a sports hub of 1.37ha as set out in Head 12.</p> <p>d) Informal and natural green space of 27.6 ha at the various triggers points stated in Head 8.</p> <p>e) Children's and young people's play space of 6.94 ha as set out in Head 10.</p> <p>f) Allotment space of 2.76 ha as set out in Head 11.</p> <p>g) At Discovery Park strategic park space (DP3) as a contribution from and justified by the development towards a larger strategic park of 7.44ha as set out in Head 12.</p> <p>h) Ecological and visual mitigation land of 92.85 ha.</p> <p>i) Existing woodland of xxx Ha (TBA)</p>				
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	<p>(Head 25).</p> <p>j) Flood attenuation/SuD's land of 9.74ha as set out in Head 7.</p> <p>k) At the Hamlet space and the transfer of fully serviced built facilities for a cricket pitch, community pavilion and associated other sporting activities as set out in Head 9 totalling [1.795 ha of land and facilities]</p> <p>l) Built space for two local hubs of [0.06 ha and 0.07 ha] and a district centre community hub of 0.4802ha] as set out in Heads 15 and 14.</p> <p>m) Built space for local health centre. As Head 14.</p> <p>n) Soft landscape verges TBA (maintenance only)</p> <p>o) Bus shelters, benches, litter bins, street name plates and other street furniture TBA (maintenance only)</p> <p><u>CMO operating premises (1, 2 and 3)</u></p> <p>4.1 No later than 12 weeks prior to the first occupation of a dwelling on the site, the developer will provide the CMO Premises 1 comprising of no less than 300 square metres of floorspace of temporary, good quality and fully serviced (in accordance with a specification to be approved by the LPA prior to the commencement of the first dwelling) and accessible/DDA compliant office, meeting, activity, storage and reception space for the use of the CMO (including high-speed internet access of >100MB) together with appropriate temporary parking for staff and visitors. The premises must be on the development site, in a location to be previously approved by the LPA within 3 months of development first commencing. The developer will make this facility</p>				
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	<p>available on a lease at nil consideration until the CMO has moved to premises 2.</p> <p>4.2 Within the floorspace of the district centre, within a building designed for ultimate use as commercial and retail floorspace the developer will provide 300 square metres of usable and serviced and accessible floorspace (including high-speed internet access of >100MB) together with appropriate parking for staff and visitors on a lease at nil consideration for the second temporary office and meeting space of the CMO (Premises 2) by the occupation of 500 dwellings on the site. The developer will make this facility available until the CMO has moved to Premises 3.</p> <p>4.3 The CMO will be provided with 300 square metres of permanent office and meeting room space (including high-speed internet access of >100MB) within the community hub as part of the specification for that building (to be constructed and transferred at nil consideration) in the District Centre together with appropriate parking for staff and visitors to allow relocation by the CMO to it by the occupation of 1800 dwellings on the site.</p> <p><u>Commercial, retail and office buildings and/or residential buildings and/or cash endowment</u></p> <p>5.1 The CMO will be provided with the unencumbered freehold title for nil consideration to a mix of a minimum of 20,000 square feet (but up to 50,000 sq ft) of lettable commercial, retail and office buildings (including high-speed internet access of</p>				
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	<p>>100MB) or such other form of endowment (i.e. cash endowment or residential units) as is approved by the LPA. The commercial retail and office buildings and/or residential dwellings shall be constructed by the developer to a specification to be previously approved by the LPA/Council in consultation with the CMO.</p> <p>5.2 The endowment shall be delivered to the CMO in accordance with the triggers requirements and processes set out in the document entitled "Mechanism for delivery of endowment to CMO" to be agreed and appended to the s106 [Draft appended to these Heads of Terms]</p> <p>5.3 If it is agreed not to provide 50,000 sq ft of commercial/retail/office, a minimum of 20,000 square feet of commercial/retail/office floorspace shall be provided. This minimum provision shall be supplemented by additional endowment be that additional commercial floorspace and/or residential units and/or cash endowment of a sufficient quantum and appropriate type to generate sufficient income for the CMO over the short and long term to enable the CMO to be self sufficient, the timing of provision of and form of such "additional" endowment to be approved by the LPA in consultation with the CMO in accordance with Annex [LJ insert reference to Annex)</p> <p><u>Other financing of the CMO</u></p> <p>6.1 The developer to put in place the following financing requirements as commitments for ensuring a fully viable and sustainable operating CMO model:</p> <p>a) An annual business levy of £1 per</p>				
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	<p>square metre (but ultimately the exact amount to be determined by the first business plan approved by the LPA see 2.4 above) to apply to all commercial, retail and office leaseholders and freeholders within the development (whether or not the floorspace is endowed to the CMO). The CMO to receive the levy and have the ability to vary the amount annually upwards by no more than the consumer prices index (CPI), and have the ability through covenants or other appropriate mechanism to enforce collection in the event of non-payment. The LPA shall approve the legal /mechanism documentation securing this levy for the benefit of the CMO prior to first occupation of any commercial floorspace. There shall be a restriction on the occupation of each premises until such legal mechanism/documentation has been implemented as approved in respect of each premises.</p> <p>b) An annual residents levy per property to be an average of £300 per property (but ultimately the exact amount to be determined by the first business plan approved by the LPA see 2.4 above) adjusted per property according to housing mix) to be secured for the benefit of the CMO in respect of each residential dwelling. The LPA to approve the legal documentation securing this levy for the benefit of the CMO prior to first occupation of a dwelling and there shall a restriction on the occupation of each dwelling until such legal mechanism/documentation has been implemented as approved in</p>				
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<p>respect of each dwelling. The CMO shall have the ability to vary the levy annually by no more than the consumer prices index (CPI), but including the ability to discount or provide exemptions as it sees fit, and have the ability to enforce collection in the event of non-payment.</p> <p>c) A start up grant (to provide for recruitment of interim CMO staff and other start-up costs) of £150,000 from the developers paid before statutory commencement.</p> <p>d) A variable 'deficit grant' of £ per year to be specified depending on the business plan and outturn costs for each year- but a total of £2.3m (payable annually on 5 April for the entire period of the development) by the developers to cover the CMO's annual operating losses until the CMO operating position achieves annual surpluses consistent with the agreed CMO business plan model or for at least 20 years after commencement of development (whichever is later).</p> <p><u>Other matters</u></p> <p>7.1 Design specifications for community and other buildings and open spaces required to be provided by the developer and transferred to the CMO will be subject to a process whereby the LPA/ABC/CMO first signs off a brief produced by the developer which contains a design specification and costing, and whereby the final design is to be approved by the local planning authority in consultation with the CMO shadow or full board and KCC and the PCT as appropriate before planning permission is applied for. Any building will be subject to a one year maintenance period during which the developer will put right any defects that</p>				
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	<p>emerge. Flexibility to be retained as to final responsibility to whether the developer or CMO undertake/commissions the building work for each individual requirement.</p> <p>7.2“The developer shall pay an appropriate inspection fee in respect of each building/facility to be transferred to the CMO and all appropriate collateral warranties relating to the construction of the relevant building facility shall be provided to the CMO. Where property is to be transferred to the CMO, the unencumbered freehold to that property shall be transferred to the CMO for nil/nominal consideration and the land shall be free of contamination”.</p> <p>(two papers annexed to the s106 – CMO principles paper and CMO commercial estate paper)</p>				
6.	<p>Early Community Development</p> <p>Provision of funding for staff and accommodation/running costs for a community development programme including the costs of establishing a community website.</p>	£50, 000 per year first payable on statutory commencement date	Statutory commencement of development and each anniversary of commencement for 5 years until the CMO is fully established and funded.	<p>Core Strategy - policies CS1, CS5, CS9, Cs18</p> <p>AAP – CG10 chapter 3 Vision for Chilmington Green, paras. 3.6 – 3.11.</p> <p>The Chilmington Green Quality Charter – 1.</p>	These monies are separate from the CMO funding, and derive from the CG Quality Charter requirements although in practice it is likely that staff will work together possibly within the CMO premises.
7.	<p>SUDS provision, maintenance and management contribution</p> <p>1.The laying out and transfer with a contribution to the relevant management body (which may be the CMO) following approval of a maintenance plan for all surface SUDS drainage features that will not be in private ownership. SUDS features to be provided as a minimum are,</p> <p>Detention ponds: 3.40Ha</p>	Capital cost @ £23,759/Ha £80,780.60 (plus all professional fees)	Timing as required to serve developments - to be agreed and provided prior to such development(s) being brought into use.	<p>Core Strategy - policies CS1, CS5, CS9, CS11, CS19, Cs20</p> <p>AAP Chapter 12 - Percentage of new development to meet the relevant maximum run off rates as established through Policy CS20 (Core Strategy) and the Sustainable Drainage SPD – 100%</p> <p>Appendix 3 - SUDS – ongoing delivery of SUDS network, including</p> <p>a) Phase 1 - the delivery of the strategic SUDS pond to the west of Willow Wood - size to</p>	<p>The achievement of the relevant standard run-off rate/discharge rate will primarily be achieved via a planning condition, which will determine the design of SUDs features, their construction and maintenance. The s106 requirement will therefore relate primarily to maintenance of SUDs features within a wider ecological/POS environment, probably by the CMO (see Head 3).</p> <p>The costs both capital & commuted sums use the cost evidence for the PGS&W SPD formulated 2010/11, and therefore requires indexing.</p> <p>It is not yet clear to what extent the CMO will acquire additional SUDS infrastructure and be responsible for its</p>

	<p>Permanently wet ponds: 6.34Ha</p> <p>Total Provided: 9.74 Ha of ponds and swales</p> <p>2. Any other SUDS features not within private ownership proposed as part of agreeing drainage features pursuant to conditions, shall be provided as agreed and should maintenance by either ABC/KCC/CMO be agreed, be subject to the payment of commuted sums to be agreed.</p>	<p>Commuted sum @ £2,200/Ha £7,480 / year for 10 years</p> <p>Capital cost @ £35,639/Ha £225,951.26 (plus all professional fees)</p> <p>Commuted sum @ £550/Ha £3,487 / year for 10 years</p> <p>Capital costs/commuted maintenance sums to be agreed following approval of features by condition.</p>		<p>be agreed</p> <p>The Chilmington Green Quality Charter –21.</p> <p>Sustainable Drainage SPD</p> <p>Public Green Spaces and Water Environment SPD</p>	<p>upkeep. Hence the sum referred to in column 2 may need to increase or decrease depending on the quantum and nature of other SUDS infrastructure to be adopted by the CMO if offered and agreed. The S106 will set out a methodology to calculate this additional appropriate contribution.</p> <p>Originally it was envisaged that KCC would be responsible for all SUDS features due to commencement of Schedule 3 of the Flood and Water Management Act 2010. Transition arrangements were then revised by Defra, and now the Govt is consulting on a regime that would see ABC responsible for much of SUDS systems. If adoption is sought by the applicant it must be undertaken in conjunction with a Section 38 highways agreement for highway adoption as proposed in KCC's interim drainage adoption guidelines. Adoption would be restricted to the highway boundary, would not normally apply to open spaces and certain elements would require payment of commuted sums. Retrospective adoption by the drainage approving body would not be sought.</p> <p>Subject to satisfactory design KCC will adopt SUDs which are associated with the highway. Decisions in relation to drainage adoption have implications for highway adoption. Therefore both highway and drainage adoption must be considered at the same time.</p>
	Public Open Space, Play Areas, Sports pitches and associated buildings				
8.	<p>Informal/Natural Green Space</p> <p>1. A total of 27.60ha of publically accessible and usable space to be provided on site to include pathways, cycleways, planting and incidental play features.</p> <p>2. The total quantum necessary per phase will be dependent on the size of the AAP Main phase based on 2.0Ha/1000 persons. Phasing to be as follows,</p>	<p>Capital cost @ £75,103.73/Ha</p> <p>Total = not less than £2,072,862.95 (this excludes all professional fees such as specification and design costs or supervision fees which need to agreed separately depending upon delivery option agreed).</p>	<p>Partly dependant on when other open spaces will be provided, as informal green space provides much of the necessary green routes and these should be delivered in parallel to other strategic open spaces, but no later than,</p> <p>a) . Phase 1 –1000 dwellings</p>	<p>ABLP – policy LE5, LE7, LE9.</p> <p>Core Strategy - policies CS1, CS2, CS5, CS9, CS11 and CS18, Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - CG1, CG8, CG9, Chapter 12 and Appendix 3 - Additional amount of public open space delivered at Chilmington Green:</p> <p>Informal / Natural Green Space - complemented by pathways and cycle</p>	<p>Drainage potentially necessary. Note location of pylons and treatment of the space they are within.</p> <p>The costs both capital & commuted sums are based on the PGS&W SPD. The cost evidence for this policy was formulated 2010/11, and therefore requires indexing.</p> <p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

	<p>a) Phase 1 – 6.96 ha b) Phase 2 – 5.76 ha c) Phase 3 – 7.2 ha d) Phase 4 – 7.68ha</p> <p>3. LPA/ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing for each AAP Main phase, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before any RM applications for a phase is applied for. Any area and the structures/planting within them will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4. Developer to provide/construct in consultation with ABC and CMO and the unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost following the maintenance period.</p>		<p>b) Phase 2 – 2500 dwellings c) Phase 3 – 4000 dwellings d) Phase 4 – 5500 dwellings</p> <p>Developer to provide and maintain for 1 year and transfer to Community Management Organisation at nil consideration.</p>	<p>routes where appropriate;</p> <p>a) Phase 1 = 6.96 ha b) Phase 2 = 5.76 ha c) Phase 3 = 7.2 ha d) Phase 4 = 7.68 ha</p> <p><u>Total</u> = At least 27.6 ha</p> <p>Public Green Spaces and Water Environment SPD</p>	
9.	<p>Chilmington Hamlet</p> <p>1.To provide the following facilities, on a site area the boundaries of which are to be previously agreed with the Council and CMO,</p> <p>a) 1 x Cricket Pitch 1.42ha b) 1 x Community Pavilion 0.029ha to comprise 297sqm of floorspace (of which 250 sq m needs to be designed to be usable as community space) c) 1 x batting cage 0.019ha d)1 x bowling green 0.16ha e)2 x tennis courts 0.13ha f)1 x car park 0.025ha</p>	<p>1. £1,208,000.00 capital build costs (excl fees, contingencies and inflation, specification and design costs or supervision fees which need to be agreed separately.).</p> <p>Access roads and service costs are assumed to be provided by the developer and not part of the above costs.</p>	<p>Brief to be agreed by occupation of 1000 dwellings. To be completed and brought into use by the occupation of 1,400 dwellings, maintained for one year and then transferred free of charge to the CMO.</p>	<p>ABLP – policy LE8.</p> <p>Core Strategy - policies CS1, CS2, CS5, CS9 and CS18, Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - CG0, CG1, CG5, CG8, Chapter 5 and policy CG5 – laying out of the cricket ground. Chapter 6 and policy CG8. Chapter 12 and Appendix 3 - 3.Outdoor sports space :</p> <p>Phase 1 –1.85 ha at the Hamlet</p>	<p>Additional facilities have been included in this location that ensures the total outdoor sports allocation is used to create a multi functional leisure facility that will serve a wider demographic of the community and still well within the land identified by the AAP.</p> <p>The 1.38ha identified in the OPA was a significant deficit from the 1.85ha identified in the AAP. There were also serious concerns about locating tennis and netball facilities in isolated areas; these are now relocated to more appropriate areas such as the or Discovery Park.</p> <p>Due to the sensitive nature of the Hamlet and the aesthetic aspirations careful consideration with regards design, may cause costs to rise, as will quality of the</p>

	<p>Total 1.79 ha site area</p> <p>2. Equipment storage facility (for mowers, rollers etc) on 0.005ha of land adjoining the site of 1. above.</p> <p>3. ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4. Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>	<p>Commuted sum = £241,600.00 (excl indexation)</p> <p>2. £10,000 - £58,000 capital cost (TBA)</p>		<p>Appendix 3- Community space at cricket pitch</p> <p>Public Green Spaces and Water Environment SPD</p>	<p>existing land, as land drainage will also have an impact on the capital cost and commuted sum.</p> <p>Timing and provision more than accords with AAP Infrastructure Delivery Plan.</p>
10.	<p>Children's and Young People's Play Space</p> <p>1.To construct and provide not less than 6.94 ha of Children's and Young Peoples equipped play space as follows</p> <p>a) Main Phases1and 2 – delivering Play Space PS1 (0.5ha) at a location to be agreed but generally at the District Centre, Play Space PS2 (1.5ha) at a location to be agreed but proposed adjacent to the Hamlet on the masterplan and Play Space PS6 (1.44ha) = 3.44 ha in total.</p> <p>b) Main Phase 3 – delivering Play Space PS4 (1.5ha) at a location to be agreed but generally at the location shown on the masterplan</p> <p>c) Main Phase 4 - delivering Play</p>	<p>Capital cost @ £470,026.06/Ha</p> <p>Total £3,261, 980. 85 (excludes all professional fees)</p> <p>Commuted sum @ £57,602.09/Ha £399, 758. 50/ year for 10 years</p> <p>Capital sums do not include specification and design costs or supervision fees which need to be agreed separately. Areas do not</p>	<p>Play Space 1 – by the occupation of 500 dwellings.</p> <p>Play Space 2 -by the occupation of 1000 dwellings.</p> <p>Play Space 4 -by the occupation of 4000 dwellings.</p> <p>Play Space 5 -by the occupation of 5000 dwellings.</p> <p>Play Space 6 -by the occupation of 2000 dwellings.</p> <p>Play Space 7 – by the</p>	<p>ABLP – policy LE5, LE7, LE9.</p> <p>Core Strategy - policies CS1, CS2, CS5, CS9 and CS18, , Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - CG0, CG1, CG8 Chapter 6 and policy CG8. Appendix 3 - Equipped play space:</p> <p>a) Phase1 - delivering (0.5ha) at District Centre and part of Play Space area (1.2ha) proposed adjacent to the Hamlet = 1.70 ha.</p> <p>b) Phase 2 – Delivering the remaining parts of the play area next to the Hamlet (0.3ha) and part of the play space area (1.14ha) in Discovery Park</p>	<p>Play space 3 is not considered to be suitable located but is not necessary to meet the requirements of the AAP. A phased delivery for each play space is a consideration for discussion, provided it is carefully planned and provides the necessary quantum of need for the development provided.</p> <p>Drainage potentially necessary. Note location of pylons and treatment of the space they are within</p> <p>The costs both capital & commuted sums are based on the PGS&W SPD. The cost evidence for this policy was formulated 2010/11, and therefore requires indexing.</p> <p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

	<p>Space PS5 (1.5ha) at a location to be agreed but generally at the location shown on the masterplan and Play Space PS7 (0.5ha) at a location to be agreed but generally at the location shown on the masterplan.</p> <p>3. ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4. Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>	<p>include any landscaped buffers/screening around play areas.</p> <p>Designs to be agreed by the CMO and ABC prior to PP being applied for.</p>	<p>occupation of 5000 dwellings</p>	<p>= 1.44 ha.</p> <p>c) Phase 3 – delivering play space to support southern phase (1.5ha) and rest of play space are envisaged within Discovery Park (0.3ha) = 1.8ha</p> <p>d) Phase 4 – delivering play space area that will support south eastern phase (1.5ha) and play space area (0.5ha) proposed near the western part of Discovery Park = 2 ha.</p> <p>Total = 6.94 ha</p> <p>Public Green Spaces and Water Environment SPD</p>	
<p>11.</p>	<p>Allotments</p> <p>To provide on- site no less than 2.76ha of allotments as follows,</p> <p>A) Phase 1 – 0.7 ha of equipped space by the occupation of 1000 dwellings,</p> <p>B) Phase 2 – 0.57 ha of equipped space by the occupation of 2, 500 dwellings,</p> <p>C) Phase 3 – 0.72 ha of equipped space by the occupation of 4, 000 dwellings,</p> <p>D) Phase 4 – 0.77 ha of equipped space by the occupation of 5, 500 dwellings,</p> <p>3. ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing, and the final</p>	<p>Capital cost @ £447,916.67/Ha</p> <p>Total £1,236,250.01 (this excludes all professional fees and specification and design costs or supervision fees which need to agreed separately depending on delivery option)</p>	<p>Developer to provide and transfer to Community Management Organisation (CMO)</p>	<p>ABLP – policy LE8.</p> <p>Core Strategy - policies CS1, CS2, CS5, CS9, CS11 and CS18, , Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - CG0, CG1, CG8 Appendix 3 Allotment provision:</p> <p>a) Phase 1 – Leading to 0.7ha of space</p> <p>b) Phase 2 - Leading to 0.57 ha of space</p> <p>c) Phase 3 - Leading to 0.72 ha of space</p> <p>d) Phase 4 – Leading to 0.77 ha of space</p>	<p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

	<p>design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4. Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>			<p>Total= At least 2.76 ha</p> <p>Public Green Spaces and Water Environment SPD</p>	
12.	<p>Strategic Parks and Sports Facilities</p> <p>1. Discovery Park Outdoor Sports Pitches – provision of a variety of outdoor sports pitches – mix TBA.</p> <p>a) Design Brief to be commissioned before the commencement of development to masterplan and scope the park and prepare for public consultation.</p> <p>b) Sum to be paid to ABC 2 months before the commencement of development to engage consultants to draw up a specification for a brief, tender and appoint consultants.</p> <p>c) Consultant to produce Design Brief for consultation by occupation of the 1000th dwelling.</p> <p>d) Brief to include phasing of provision of pitches and associated buildings (likely two phases).</p> <p>e) Agreed brief to be used as a basis for payment of sums or construction by developers.</p> <p>Sports Pitches: 22.08ha of sport pitch land(inc. changing/maintenance buildings) required on site at cost of £34.51 per m2 for pitch provision (taken from Green Spaces PSD). Final decision to be made at design stage, but pitches could comprise,</p>	<p>Design Brief costs £20,000 (plus indexing)</p>	<p>Phase 1 construction to commence by 2, 200 dwellings and be complete by 3, 200 dwellings.</p> <p>Phase 2 construction to commence by 4, 000 dwellings and complete by 5, 000 dwellings.</p>	<p>ABLP – policy LE8, LE9.</p> <p>Core Strategy - policies CS1, CS2, CS5, CS9, CS11, CS18 and CS18a, Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - CG0, CG1, CG8 Appendix 3 Strategic Parks and outdoor Sports Space:</p> <p>a) Phase 1 – Leading to 1.081ha of strategic parks and 5.57ha of pitches</p> <p>b) Phase 2 - Leading to 0.86ha of strategic parks and 4.6 ha of sports pitches</p> <p>c) Phase 3 - Leading to 1.08 ha of strategic parks and 5.76ha of sports pitches</p> <p>d) Phase 4 – leading to 1.20 ha of strategic parks and 6.2 ha of sports pitches</p> <p>Total = At least 4.41 ha of strategic parks and 22.08 ha of sports pitches</p> <p>Public Green Spaces and Water Environment SPD</p>	<p>The AAP – para 1.17 states that one example where flexibility may be needed is in the provision of community and sport facilities at Chilmington Green. The pattern of such provision may be influenced by the way the secondary school is provided (which will deliver a number of buildings and spaces, within reasonable walking distance of the whole development that could serve a dual function for the community). If the school's facilities are genuinely designed and managed in a way that can meet wider local community needs, then this could dictate a consequential reduction in the need for such provision elsewhere, such as outdoor sports or indoor sports space. However, this position can only be reached once the school is operational and therefore would only apply to the latter phases of the development (Phases 3 and 4).</p> <p>Although the AAP assumes delivery in 4 phases, this would not be cost effective and therefore delivery will occur in 2 phases as per column 2, leading to the same overall outcome .This means that for Main Phase 1, there will not be any provision at DP by 1, 450 dwellings. However, there is additional provision at The Hamlet and construction will commence at 2, 200 units.</p> <p>Potentially 7.5ha of land is unsuitable for outdoor sports pitches therefore the facilities included account for an assumed shortfall in space and are more suitable for the needs of a large scale development and a management trust.</p> <p>The location of the sports pitches and hub needs careful consideration given the ground conditions and significant</p>

<p>2 x 3G pitch 1.5 ha</p> <p>1 x Hockey Pitch/Astro 0.64 ha</p> <p>2 x youth pitches 1.22 ha</p> <p>2 x adult pitches 1.5 ha</p> <p>2 x Netball courts 0.16ha</p> <p>Other 9.56 ha</p> <p>Total Outdoor Sport 22.08 ha</p> <p>(NB: Flexibility will be needed on the number/type of pitches to be provided depending upon demand at the time. It may be that surfaces to a better spec plus some informal pitches may ultimately be selected within the overall cost ceiling/area.)</p> <p>2. Discovery Park Sports Hub To provide a facility consisting of,</p> <p>Indoor Sports Facility 0.153ha</p> <p>Café/Bar 0.037ha</p> <p>8 team changing room 0.5ha</p> <p>Car Parking 0.23ha</p> <p>Landscaping Amenity grass, verge & planted trees & footpaths</p> <p>Total Sports Hub Area = 1.37ha</p> <p>a)ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing (including high-speed internet access of >100MB), and</p>	<p>£1, 500, 000.00</p> <p>£606,000.00</p> <p>£150,000.00</p> <p>£186,000.00</p> <p>£320,000.00</p> <p>£0</p> <p>Total capital costs of sports pitches: £2,782,000.00 (plus fees, contingencies and indexing specification and design costs and supervision fees which need to be agreed separately).</p> <p>Total Capital Requirement = £4,976,157 (plus fees, contingencies and indexing specification and design costs and supervision fees which need to be agreed separately).</p>			<p>ecological value of areas of the site suggested in the OPA for the pitches and hub.</p> <p>The facilities identified represent the best use of land, provide an opportunity to deliver iconic, high specification facilities that can be used by the whole spectrum of users as well as becoming regional centres of excellence. The all weather nature of some of these facilities means they can be used year round.</p> <p>A common sense approach will be required towards phasing as some of the indoor facilities such as the changing facilities will need to be delivered in line with the outdoor sports pitches.</p> <p>Potential leisure amenities not included but mentioned in design code workshop: Mountain bike trail, Trim trails, Outdoor amphitheatre</p> <p>Timing and provision overall accords with AAP Infrastructure Delivery Plan.</p>
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<p>the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for by 1000th. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>b)Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p> <p>3. DP1 & DP2 Discovery Park extensions (27.39ha) – to provide landscaping , woodland planting and access as set out in AAP.</p> <p>4. On site provision DP3 (excluding F6 and 7) - to provide 8.88 ha of laid out Strategic Park (which includes 1.44ha of play areas as set out above at PS6)I ha before occupation of the 1,500th dwellings</p> <ul style="list-style-type: none"> a) A further 0.86 ha before occupation of 2, 500 dwellings b) A further 1.08 ha before occupation of the 4, 000th dwelling c) A further 1.2 ha before occupation of the 5, 500 dwellings. d) Remainder to be agreed. <p>–</p> <p>4.1ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during</p>	<p>3.Cost to be agreed</p> <p>4.Capital £2,056,813 triggers to be part of the master planning process for Discovery Park</p>			
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	<p>which the developer will put right any defects that emerge.</p> <p>4.2 Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>				
13.	<p>Cemeteries</p> <p>Off-site contribution towards the provision of cemeteries and associated facilities and maintenance thereof for dwellings occupied post 2020.</p>	<p>Viability Phase 2 - £500k to allow for site acquisition and preparation (identified in new local plan)</p> <p>Viability Phase 3 - £100k for remainder of site layout/ access road/ services etc</p> <p>Viability Phase 6 - £100k Enlargement costs – new roads/ planting etc</p> <p>Viability Phase 9 - £100k Enlargement costs – new roads/ planting etc</p>	<p>Payable for dwellings occupied post 31st December 2020 in line with the viability phases quoted.</p>	<p>Core Strategy - policies CS1, CS2, CS9 and CS18, Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - CG0, CG1,</p> <p>Public Green Spaces and Water Environment SPD</p>	<p>This sum departs from the sums set out in the Public Green Spaces SPD. This is because by aggregating contributions in the way proposed it is realistic that they could deliver a new cemetery.</p>
	<p>Indoor Leisure, Sports and Community facilities (excluding DP) and associated external spaces</p>				
14.	<p>District Centre / Community Hub</p> <p>1. The provision of a facility to comprise the following,</p> <p>a) 1 x Multi purpose community leisure building 0.1ha + Associated Hub space i.e. lobby, extra toilets, toilets including an 18sqm Changing Place, DDA compliant kitchen, reception, café, trust office 0.034 ha</p> <p>b) 1 x Family & Social Care facility 0.034ha</p> <p>c) 1 x Youth facility 0.016ha</p> <p>d) 1 x Library access point 0.0012ha</p> <p>e) 1 x Community Learning (skills plus) 0.01ha</p> <p>f) 1 x dedicated police space 0.005ha</p> <p>g) 1 x MUGA 0.08ha</p>	<p>Capital build costs £5,152,127.00 (excl design fees, contingencies and inflation etc to be agreed).</p> <p>Access roads and service costs are assumed to be provided by the developer and not part of the above costs.</p>	<p>The detailed planning application/master plan should commence before the occupation of the 500th unit and be completed before the occupation of the 1,100th unit. This will set out the best triggers for each element with the overarching notion that the Hub will be built out in one go where feasible.</p> <p>Construction</p>	<p>ABLP – policy LE8.</p> <p>Core Strategy - policies CS1, CS5, CS9</p> <p>The Chilmington Green Quality Charter – 1, 2, 3 (part).</p> <p>AAP – CG0, CG1, CG8 policy CG3 - Chapter 5 – multi-purpose community leisure building, community space. Policy CG17 – community including 340 sqm for families and social care, 6GP practice.</p> <p>Chapter 12 and Appendix 3 - Amount of indoor sports / community provision</p>	<p>The AAP Infrastructure Delivery Plan requires Community leisure provision – 2 court badminton hall (or equivalent) to be delivered at the District Centre on completion of the 1,300th unit. There will be a requirement to master plan this aspect of the development as it is not clear as yet on the best method of delivery, either as one building so utilities can be shared or as a campus format. This will impact one way or another on the capital requirements.</p> <p>The thematic group has decided the best approach would be to deliver most of the facilities alongside one another and therefore it may be prudent & cost effective to deliver them at the same time.</p> <p>It is therefore proposed that delivery commences at 1, 300 dwellings, and completes at 1, 800 dwellings. The</p>

	<p>h) 1 x car park 0.092</p> <p>Total 0.3722 ha</p> <p>2. a) Adjoining and associated with an 8 GP surgery 0.1ha, (or equivalent health related space)</p> <p>b) 2 Dentist Surgery 0.008ha and/or health related spaces</p> <p>Total health 0.108 ha</p> <p>1. ABC/CMO/KCC/PCT to sign off a brief produced by the developer which contains a design specification and costing (including high-speed internet access of >100MB), and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>2. Enhanced design features in community facilities to enable use by the elderly, those with learning and physical disabilities and dementia sufferers.</p> <p>3. Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>		<p>commences 1, 300 complete by 1, 800 dwellings</p> <p>The GP surgery may be required at the commencement of the development for the NHS to be interested but also this would need to be phased, so minimal GP's required initially.</p>	<p>delivered at Chilmington Green:</p> <p>Com/Leisure building at District Centre</p> <p>uses Appendix 3 - Community leisure provision – 2 court badminton hall (or equivalent) to be delivered at the District Centre</p> <p>Completion of the 1,300th unit</p> <p>-</p> <p>6) Social / health facilities – ongoing provision In line with emerging requirements generated by the development</p>	<p>AAP only talks about further provision relating to need for the remaining 3 AAP phases, therefore final provision will be ahead of AAP targets.</p>
15.	<p>Local Centre hubs</p> <p>1. Orchard Village - to agree and provide a fully serviced site of 0.06ha plus car park of 0.0115 ha in a location within phase 3 to be agreed but generally in conformity with the masterplan by occupation of the 3,500th dwelling, and to</p>	<p>Building Capital Requirement £733,971.35(excl fees, contingencies and indexation etc).</p> <p>Commuted Sum = £146,794.27 (excl indexation)</p>	<p>Local Centre Hub at Orchard Village in Phase 3 by the Occupation of the 4,000th unit</p>	<p>ABLP – policy LE8.</p> <p>Core Strategy - policies CS1, CS5, CS9</p> <p>AAP – CG0, CG1, CG4, chapter 5 Policy CG4. Appendix 3 – Phase 3 – Community space provision (500sqm), prior to the completion of the 4000th</p>	<p>The scale is larger than defined in the AAP. Location on the OPA is not clear. The facility will need to be equipped with a kitchen, lobby, toilets to be a functional community space for use by the voluntary sector.</p> <p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

	<p>construct to a previously agreed design (including high-speed internet access of >100MB) a local hub building to be available for use by the 4000th dwelling. [To transfer the unencumbered freehold free of charge to the CMO one year later].</p> <p>2. Chilmington Brook - to agree and provide a fully serviced site of 0.07ha plus car park of 0.0115 ha in a location within phase 4 to be agreed but generally in conformity with the masterplan by occupation of the 3, 5000 dwelling, and to construct to a previously agreed design (including high-speed internet access of >100MB) a local hub to be available by the 4000th dwelling. To transfer the unencumbered freehold free of charge to the CMO one year later.</p> <p>3. Enhanced design features in community facilities including the Community hub, sports centre and other facilities to enable use by the elderly, those with learning and physical disabilities and dementia sufferers.</p>	<p>CP Capital £25,000 Commuted £5,000</p> <p>Building Capital Requirement £748,190.10 (excl fees, contingencies and inflation).</p> <p>Commuted Sum = £149,638.02 (excl indexation)</p> <p>CPCapital £25,000 Commuted £5,000</p>	<p>Local Centre Hub at Chilmington Brook in Phase 4 by Occupation of 4,700th unit</p>	<p>unit. Phase 4 - Community space provision (500sqm), prior to the completion of the 4700th unit.</p>	
	Provision of the District and Local Centres				
16.	<p>1. Notwithstanding the floorspace to be constructed and transferred to the CMO, to lay out serviced sites, construct floorspace and market sites at the District Centre in accordance with a previously agreed brief(s) as follows,</p> <p>a) Retail- by the occupation of the 1000th dwelling to have laid out serviced sites for the supermarket (3, 100 sq m), and other retail units (4, 595 sqm). To construct a minimum of 5 retail shops (A1 – 5) of not</p>			<p>Core Strategy - policies CS1, CS5, CS7, CS9, CS16, CS18</p> <p>AAP – CG0, CG1, CG3, CG4, Chapter 5 - Amount of retail/ employment space provided at the District Centre:</p> <p>Supermarket - 3, 100 sqm</p> <p>General A1 – A5 - 4, 595 sqm</p>	<p>CS Policy CS7 - The Economy and Employment Development is particularly relevant. The Council is committed to improving the economy of the borough and enabling a range of employment opportunities to be provided that will be sufficient to generate an additional 16,700 jobs by 2021, thus ensuring that employment remains in balance with housing development. This is a key element of building a sustainable community. This will ensure that in addition to the floorspace provided for the CMO that job opportunities are available within the site.</p> <p>Timing and provision accords with AAP Infrastructure</p>

	<p>less than 150 sqm internal floorspace each, and market in accordance with a marketing plan.</p> <p>b) Office - by the occupation of the 1000th dwelling to have laid out serviced sites (including high-speed internet access of >100MB) for the construction of 2, 610 sqm of B1(a) floorspace, and to have marketed the same.</p> <p>c) Commercial - by the occupation of the 1000th dwelling to have laid out serviced sites for the construction of a public house, day nursery, dentist.</p>			B1 uses - 7, 000 sqm	Delivery Plan.
17.	<p>To construct floorspace at the 2 Local Centres as follows,</p> <p>Retail - by the occupation of the 2, 500th and 4, 000th dwellings respectively to have laid out serviced sites for retail units and to construct a minimum of 1 retail shops (A1 – 5) of not less than 150 sqm internal floorspace each, and market in accordance with a marketing plan.</p>			<p>Core Strategy - policies CS1, CS5, CS7, CS9, CS16, CS18</p> <p>AAP - CG0, CG1, CG3, CG4 Amount of retail/ employment space provided at Local Centres (combined totals):</p> <p>General A1 – A5 - 850 sqm</p> <p>B1 uses - 1, 700 sqm</p>	Timing and provision accords with AAP Infrastructure Delivery Plan.
Education Provision					
18.	<p>Primary Education Provision</p> <p>1. Provision of 4 fully serviced sites at point of freehold transfer, transferred free of charge in accordance with KCC's General Site Transfer requirements (to be appended to the s106) as follows</p> <p>a) <u>Site 1</u> - 2.05 hectares of land within Main phase 1 at a precise location to be pegged out and agreed within 6 months of the commencement of development but generally in conformity with the masterplan. Licence to be granted to KCC</p>	<p>See column 3 for amounts and triggers.</p> <p>A total of £22.5m to be paid (index-linked) for Primary education purposes.</p>	<p>a) Primary School 1 First Payment of £150, 000 upon commencement of development</p> <p>b) Primary School 1 Second Payment £2, 285, 000 18 months after First Payment</p> <p>c) Primary School 1 Third Payment £2,103,200 36 months after First Payment</p> <p>d) Primary School 1</p>	<p>ABLP – policy CF21.</p> <p>Core Strategy - policies CS1, CS2, CS5, CS9 and CS18, saved Local Plan policy CF21, Developer Contributions/Planning Obligations SPG,, KCC Guide to Development Contributions and the Provision of Community Infrastructure and guidance in the NPPF.</p> <p>The Chilmington Green Quality Charter – 3 (part)</p> <p>AAP - CG0, CG1, CG15 Chapter 5 and Appendix 3; Education provision at</p>	<p>Land and buildings owned by KCC and leased to an academy trust.</p> <p>Academy presumption legislation requires that KCC builds the school using developer contributions.</p> <p>Maintenance of school buildings, external areas and site will be the responsibility of the academy trust following approval by Department for Education.</p> <p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

	<p>to enter the site upon agreement of the boundaries. Site to be conveyed together with the use of a construction access 18 months after the commencement date. Full access capable of use by all traffic to be provided 36 months after commencement.</p> <p>b) <u>Site 2</u> - 2.05 hectares of land within Main phase 2 at a precise location to be pegged out and agreed prior to the occupation of 1050 dwellings but generally in conformity with the masterplan. A licence to be granted to KCC for access to the proposed school site upon agreement. Site to be conveyed together with the use of a construction access prior to the occupation of 1, 450 dwellings or 8 years following commencement of development whichever is the earlier.</p> <p>c) <u>Site 3</u> - 2.05 hectares of land within Main phase 3 at a precise location to be pegged out and agreed prior to the occupation of 3, 000 dwellings but generally in conformity with the masterplan. A licence to be granted to KCC for access to the proposed school sites upon agreement. Site to be conveyed together with the use of a construction access prior to the occupation of 3, 340 dwellings or 18 years from commencement of development whichever is the earlier.</p> <p>d) <u>Site 4</u> - 2.05 hectares of land within Main phase 4 at a precise location to be pegged</p>		<p>Fourth Payment £1, 461, 800 prior to the occupation of 1001 dwellings.</p> <p>e) Primary School 2 First Payment of £150,000 prior to occupation of 900 dwellings</p> <p>f) Primary School 2 Second £2,000,000 prior to the 1601st occupation</p> <p>g) Primary School 2 Third £2,000,000 prior to the 2201st occupation</p> <p>h) Primary School 2 Fourth Payment £1,850,000 seventy two months after PS2 First Payment</p> <p>i) Primary school 3 first payment £150,000 prior to occupation of 2,880 dwellings</p> <p>j) Primary school 3 Second Payment £2,000,000 prior to the 3401st</p> <p>k) Primary school 3 Third Payment £2,000,000 prior to the 4001st occupation</p> <p>l) Primary school 3 Fourth Payment £1,850,000 seventy two months after PS3 First Payment</p> <p>m) Primary school 4 First Payment £475,000 prior to occupation of</p>	<p>Chilmington Green:</p> <p>Primary school 1 - site transfer on commencement.</p> <p>Primary school 2 - completion of the 1, 050th unit.</p> <p>Primary school 3 - completion of the 2, 800th unit.</p> <p>Primary school 4 - completion of the 4, 550th unit.</p> <p>KCC Developer Contributions document.</p>	
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	<p>out and agreed prior to the occupation of 4, 500 dwellings but generally in conformity with the masterplan. A licence to be granted to KCC for access to the proposed school sites upon agreement. Site to be conveyed together with the use of a construction access prior to the occupation of 5, 060 dwellings or 24 years following the commencement of development whichever is the earlier.</p> <p>2. Provision of contributions towards the construction of Primary schools (including early years places) as set out in column 2 and 3.</p> <p>3. KCC shall be allowed to apply both secondary and primary contributions flexibly (i.e. as a single pot) in order to prioritise investment when required.</p>		<p>4600 dwellings or twenty two years following commencement of development, whichever is the earlier</p> <p>n) Primary school 4 Second Payment £2,025,000 twenty four months after PS4 First Payment</p> <p>o) Primary school 4 Third Payment £2,000,000 prior to occupation of 5200 dwellings or thirty six months after second payment whichever is the earlier.</p>		
19.	<p>Secondary Education Provision</p> <p>1.Provision of a fully serviced site of a minimum of 8ha, freehold transferred free of charge together with the use of a construction access in accordance with KCC's General Site Transfer requirements prior to occupation of the 750th dwelling</p> <p>2. Site to be pegged out and agreed prior to the occupation of 500 dwellings.</p> <p>3. A licence to be granted to KCC for access to the school site during a period of not less than 12 months prior to transfer of the sites.</p> <p>4. KCC shall be allowed to apply both secondary and primary contributions flexibly i.e. as a single pot) in order to prioritise investment when required.</p>	<p>1. Fully serviced and accessible site.</p> <p>2. Provision of a total of £22, 500, 000 in contributions (index-linked) towards the construction of the Secondary School as Column 3.</p>	<p>Phase 1</p> <ul style="list-style-type: none"> • First payment - £5,000,000 prior to occupation of the 750th dwelling or 1 January 2020 whichever is the earlier • Second payment - £6,000,000 prior to occupation of 1001 dwellings. • Third payment - £2,550,000 prior to occupation of 1601 dwellings. 	<p>ABLP – policy CF21.</p> <p>Core Strategy - policies CS1, CS5, CS9, CS18</p> <p>AAP – CG0, CG1, CG15 Chapter 10</p> <p>“When the secondary school facilities are needed will be mainly dependent on the anticipated pupils passing through the primary schools across Ashford. At present, the secondary school is expected to be required within either phase 1 or 2 of the Chilmington development (based on current modelling by the county council). The AAP indicates that site transfer to the relevant education authority will be within the second phase of the development. However, there must be flexibility in this. Whether this is earlier or later than phase 2”.</p> <p>Appendix 3: Transfer of the secondary</p>	<p>The Kent Commissioning Plan 2013 indicates that the process for commissioning a new secondary school will begin by 2017, subject to commencement of the development and housing occupations.</p> <p>This date will be subject to review by KCC having regard to development progress. KCC will also have regard to changes to the published housing trajectory and the rate of house building in Ashford.</p> <p>There is a strategic need for a Secondary School site at this time to respond to the both the need generated by the development taking into account projected capacity and the need to ensure that residents have access to an appropriate range of facilities reducing the need for travel .</p> <p>The procurement process for a Secondary School is a significant undertaking with a lead time of several years and it is therefore essential to have the certainty around a fixed transfer date. Transfer is therefore needed earlier than phase 2.</p> <p>Contributions from other developments will be applied to</p>

			<p>Phase 2</p> <ul style="list-style-type: none"> • First payment - £3,000,000 prior to occupation of 3,500 dwellings or 1 January 2031 whichever is the sooner • Second payment - £3,000,000 twelve months after SS Phase 2 First payment • Third payment - £1,500,000 24 months after the first payment • Fourth payment - £1,450,000 prior to occupation of 5,000 dwellings or 1 January 2038 whichever is the earlier. 	school site – phase 2 when required by the relevant education provider.	<p>fund design and early development work and to fund overall expansion from (6FE to 8FE).</p> <p>The school is likely to be built in 3 phases – the 6FE school funded by this development in two phases and a possible further expansion to 8FE later.</p> <p>Timing and provision is ahead of AAP Infrastructure Delivery Plan.</p>
	Other KCC services				
20.	<p>Provision of Library services</p> <p>1.The sum of £900, 000 to expand library service capacity in Ashford libraries (including the mobile library service) and to provide additional book stock, resources and equipment to be paid as follows</p> <p>2. Sums to be spent on the provision of Library Services to directly benefit the residents of Chilmington either within the development area or within a 5 mile radius of the site (including at the Ashford Gateway in Ashford Town Centre).</p> <p>3. A contribution, to be agreed as part of</p>		<p>The sum of £900,000 to be paid as follows</p> <p>a) Payment 1 of £225, 000 by occupation of 2,000 dwellings or 10 years following commencement of development whichever is earlier</p> <p>b) Payment 2 of £225, 000 by occupation of 3, 500 dwellings or</p>	<p>ABLP – policy LE8.</p> <p>Core Strategy - policies CS1, CS5, CS9, CS18</p> <p>AAP – CG0, CG1, CG8, CG10, Cg15, CG16, CG17 chapter 5. Appendix 3 – Phase 3 – Community space provision (500sqm), prior to the completion of the 4000th unit. Phase 4 - Community space provision (500sqm), prior to the completion of the 4700th unit.</p>	<p>Chilmington Community hub – CMO will own and run the community facilities. Unlikely that CMO will be able to make accommodation available free of charge so a commuted sum may be needed. Libraries (KCC) to commission or deliver service. Likely will install equipment e.g. public access computer(s), noticeboard and display of books + drop off box but around these pieces of equipment the space could be part of the entrance area/walk through space but would need to agree any designs. Would like to have opportunity to make occasional, ad hoc use of larger community space for special events and activities by making an individual booking as and when needed.</p> <p>Rent free use of temporary facilities (CMO preemies 1 and 2) may be required early on in development until</p>

	<p>the design spec, for the fitting out of 12 sqm of floorspace as a library and other access point at the Community Hub in the District Centre to be paid at the same time as the Community Hub is built and delivered to the CMO.</p> <p>4. A commuted sum for the renting of floorspace in the Community hub to be agreed if required by the CMO financial plan.</p>		<p>15 years following commencement of development whichever is the earlier</p> <p>c) Payment 3 of £225, 000 by occupation of 5,000 dwellings or 20 years following commencement of development whichever is the earlier</p> <p>d) Payment 4 of £225, 000 by occupation of 5, 500 dwellings or 25 years following commencement of development whichever is earlier.</p>		<p>facilities are available in the Community Hub.</p> <p>May be scope for outreach/mobile service for a temporary period while awaiting CH accommodation to be provided.</p> <p>See section on hub. Timing and provision accords with AAP Infrastructure Delivery Plan.</p>
21.	<p>Provision of Youth Services</p> <p>1. Commuted sum for the provision by KCC of youth services within the Chilmington development or for the direct benefit of Chilmington residents of £239, 000 to support flexible delivery on site and out-reach provision pending suitable accommodation being available on site. Including equipment and staff.</p> <p>2.A contribution of [£TBA] for the construction of 160 sqm of floorspace as youth centre facilities to provide centre based and outreach youth services on site at the Community Hub in the District Centre to be paid/constructed at the same time as the Community Hub</p>	<p>1.To be paid to KCC.</p> <p>2. To be paid to KCC <u>or</u> provided in kind if developer constructs CH, <u>or</u> paid to CMO.</p>	<ul style="list-style-type: none"> £119,500 prior to occupation of 500 dwellings or 3 years following commencement of development whichever is the earlier £119,500 prior to occupation of 1,100 dwellings or 5 years following commencement of development whichever is the earlier 	<p>ABLP – policy LE8.</p> <p>Core Strategy - policies CS1, CS5, CS9, CS18</p> <p>AAP – CG0, CG1, CG8, CG10, Cg15, CG16, CG17 chapter 5. Appendix 3 – Phase 3 – Community space provision (500sqm), prior to the completion of the 4000th unit. Phase 4 - Community space provision (500sqm), prior to the completion of the 4700th unit.</p> <p>KCC developer Contributions document.</p>	<p>Chilmington Community hub – CMO will own and run the community facilities. Unlikely that CMO will be able to make accommodation available free of charge so a commuted sum may be needed if not covered in other contributions.</p> <p>Sum required to kick start service over early years of development</p> <p>Rent free use of temporary facilities will be required early on in development until facilities are available in the Community Hub.</p> <p>May be scope for outreach/mobile service for a temporary period while awaiting accommodation to be provided.</p> <p>See section on hub. Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

	payment .				
22.	<p>Community Learning</p> <p>1.A contribution of £213, 000 for the provision /subsidy of new adult learning classes on site including Basic Skills, Literacy, Numeracy and IT Skills.</p> <p>2.A contribution of £TB A for the construction of 100 sqm of floorspace as 2 classrooms on site at the Community Hub in the District Centre to be paid/constructed at the same time as the Community Hub payment</p>		<p>Commuted sum to be paid as follows</p> <ul style="list-style-type: none"> £106, 500 prior to occupation of 1,500 dwellings or 5 years following commencement of development whichever is the earlier £106, 500 prior to occupation of 3,00 dwellings or 7 years following commencement of development whichever is the earlier 	<p>ABLP – policy LE8.</p> <p>Core Strategy - policies CS1, CS5, CS9, CS18</p> <p>AAP – CG0, CG1, CG8, CG10, Cg15, CG16, CG17 chapter 5. Appendix 3 – Phase 3 – Community space provision (500sqm), prior to the completion of the 4000th unit. Phase 4 - Community space provision (500sqm), prior to the completion of the 4700th unit.</p>	<p>Chilmington Community hub – CMO will own and run the community facilities. Unlikely that CMO will be able to make accommodation available free of charge so a commuted sum may be needed if not covered in other contributions.</p> <p>Rent free use of temporary facilities may be required early on in development until facilities are available in the Community Hub.</p> <p>May be scope for outreach/mobile service for a temporary period while awaiting accommodation to be provided.</p> <p>See section on hub. Timing and provision accords with AAP Infrastructure Delivery Plan.</p>
23.	<p>Family Social Care</p> <p>1.A contribution of £TBA for the construction of 340 sqm of floorspace as client meeting space plus use of a DDA compliant kitchen plus 18 sqm changing space on site at the Community Hub in the District Centre to be paid/constructed at the same time as the Community Hub payment. Enhanced design to enable use by the elderly, those with learning and physical disabilities and dementia sufferers.</p> <p>2. A contribution of £26, 450 prior to the occupation of 500 dwellings for the provision of Assistive Technology (Telecare) to enable clients to live at home independently with the technical aids at hand.</p> <p>3. A commuted sum to pay for the renting of the space if required by the CMO</p>		<p>1.Commuted sum of up to £272,000 based on 10 years rent free space (space will be available for others to use when not required by families and social care)</p> <p>2.£26,450 telecare payment paid prior to occupation of 500 dwellings or 3 years following commencement of development whichever is the earlier</p>	<p>Core Strategy - policies CS1, CS5, CS9, CS18</p> <p>AAP - CG0, CG1, CG8, CG10, Cg15, CG16, CG17</p>	<p>Chilmington Community hub – CMO will own and run the community facilities. Unlikely that CMO will be able to make accommodation available free of charge so a commuted sum may be needed if not covered in other contributions.</p> <p>Rent free use of temporary facilities will be required early on in development until facilities are available in the Community Hub.</p> <p>May be scope for outreach/mobile service for a temporary period while awaiting accommodation to be provided.</p> <p>See section on hub. Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

	business plan.				
24.	<p>Long term storage of archaeological archive</p> <p>£40,000 (£100 per box) to cover deposition at a suitable repository (appropriate museum floor space)</p>	Maximum of £40, 000.	First boxes deposited within 5 years of completion of Phase 1 with further boxes deposited within 2 years of completion of each successive phase. Capacity to accommodate further archive boxes as generated by further community heritage works within development site.	<p>Core Strategy - policies CS1, CS5, CS9</p> <p>AAP - CG0, CG1, CG8, CG10, CG15, CG17</p>	
Ecology and Structural Landscaping					
25.	<p>Ecology</p> <p>To provide the following ecological habitats to an agreed specification [and timescale] to provide for the mitigation of protected species on site,</p> <p>Ecologically managed farmland: 66.6Ha</p> <p>Long & open grassland: 7.76Ha</p> <p>Flooded meadow ecology park: 5.65Ha</p>	<p>Capital cost @ £44,419/Ha £2,958,305.40 (excludes all professional fees)</p> <p>Commutated sum @ £3,203/Ha £213,319.80 / year</p> <p>Capital cost @ £35,639/Ha £276,558.64 (excludes all professional fees)</p> <p>Commutated sum @ £11,000/Ha £85,360 / year</p> <p>Capital cost @ £23,759/Ha £134,238.35 (excludes all professional fees)</p>		<p>Core Strategy - policies CS1, CS5, CS9, CS11</p> <p>AAP – CG0, CG1, CG21 Chapter 10-policy CG21. Appendix 3 Ecological mitigation and enhancement – area located west of Willow Wood sized for mitigation and enhancement in respect of impact from development in phase 1.</p> <p>Early establishment of any areas needed to support latter phases of the development to ensure these areas are suitably established</p>	Timing and provision accords with AAP Infrastructure Delivery Plan.

	<p>New woodlands: 11.2Ha</p> <p>Species rich grassland: 1.64ha</p> <p>Total Provided: 92.85 ha on site provision.</p>	<p>Commuted sum @ £2,200/Ha £12,430 / year</p> <p>Capital cost @ £11,880/Ha £133,056.00 (excludes all professional fees) Commuted sum @ £220 /Ha £2,464 / year</p> <p>Capital cost @ £11,880 /Ha £19,483.20 (excludes all professional fees)</p> <p>Commuted sum @ £2,343 /Ha £3,842.52 / year</p>			
26.	<p>Woodland</p> <p>To carry out any remediation works to on-site woodlands, to maintain for a year and then to transfer to the CMO with a commuted maintenance sum 11.89 ha of existing woodland.</p>	<p>Commuted sum @ £1,290/Ha £15,338.10 / year</p>		<p>Core Strategy - policies CS1, CS5, CS9</p> <p>AAP - CG0, CG1, CG21 Appendix 3 - Strategic landscaping / advance planting – provision needed to complement the delivery of the southern strategic SUDS area, as well as to support development fronting Discovery Park at Brisley Farm</p>	<p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>
27.	<p>Advance planting belts</p> <p>Prior to the commencement of any dwelling, to agree a specification for and carry out the advance planting belts EC11, EC12, G25 as shown on the masterplan. To agree and carry out advanced planting around Chilmington Hamlet. To maintain these for a period of not less than 5 years and to then transfer the freehold together with an appropriate commuted sum to the CMO.</p>	TBA.	<p>Prior to the commencement of any dwelling,</p>	<p>Core Strategy - policies CS1, CS5, CS9</p> <p>AAP - CG0, CG1, CG21 Appendix 3 - Strategic landscaping / advance planting – provision needed to complement the delivery of the southern strategic SUDS area, as well as to support development fronting Discovery Park at Brisley Farm</p>	<p>To be transferred to CMO for maintenance. Further advance planting to CG5, be agreed via conditions.</p> <p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>
Transportation Matters					

28.	<p>Provision of main access points and link road</p> <p>1.The developer shall provide details of and put measures in place to ensure that all construction and delivery traffic enters the site from the A28 only during the construction phase. The construction access, and any changes to its configuration and location shall be constructed to an agreed standard prior to the commencement of any other development.</p> <p>2.The s278 agreement for Access A shall include land to be safeguarded to allow that roundabout to be enlarged should this be necessary at a future date as shown on drawing no. 131065-A-35 Rev A.</p> <p>3. The developer shall agree monitoring measures for traffic entering/leaving Access A post all construction for a period to be previously agreed with KCC. Should this demonstrate that Access A is being used to an extent exceeding the design capacity of drg no 131065-A-01 Rev B, then the developers to enter into a further s278 agreement to build the works shown on drawing no. 131065-A-35 Rev A to a timescale to be agreed with KCC.</p>		Timings needed.	<p>Core Strategy - policies CS1, CS5, CS9, CS15</p> <p>AAP – policies CG0, CG1, CG11, CG12, CG13. Dealing with the provision of the principal access points. Appendix 3 – Phase 1 - Establishment of two main vehicular accesses, and additional secondary access onto the A28. Completion of the link road between the two primary A28 access points through the District Centre.</p> <p>Phase2 – connecting the District Centre with Brisley Farm (condition).</p> <p>Phase 3 – local centre connection to Chilmington Green Road (condition)</p> <p>Phase 4 – 2nd local centre to Brisley Farm and Chilmington Green Road (condition)</p>	<p>The requirement to carry out the access works and the timing thereof is a matter for Grampian style conditions (nos. 19 – 24).</p> <p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>
29.	<p>Provision of other works to the A28</p> <p>1. In the event that KCC confirm that they will forward fund and deliver the A28 improvements, not to commence development unless and until the applicant has entered into an agreement pursuant to Section 278/38 of the Highways Act 1980 with the Highway Authority, securing the provision of the improvement works to the A28 shown on drawings B1620900/H/007 Rev A and B1620900/H/003 Rev A, dated 12.05.2011 (the “Jacobs Scheme”) or such other scheme to substantially the</p>	As per the s278 agreement to be entered into by the developers and KCC prior to the signing of this s106 agreement.	All costs.	<p>Core Strategy - policies CS1, CS5, CS8, CS9, CS15</p> <p>AAP – policies CG0, CG1, CG11, CG12, CG13 Chapter 9 – Policy CG11. Provision of funding towards the delivery of off-site improvements to the A28 corridor.</p>	Timing and provision accords with AAP Infrastructure Delivery Plan.

<p>same effect as may be required by KCC and approved by the Council, in a form to be agreed by ABC.</p> <p>2.The agreement will provide for the developer to make phased contributions to an agreed timescale towards the costs of improvement of the A28 between the Matalan Roundabout and Tank Roundabout as generally shown on drawing numbers: B1620900/H/007 Rev A dated 12.05.2011 and B1620900/H/003 Rev A dated 12.05.2011 or such other scheme to substantially the same effect as may be required by KCC and approved by the Council.</p> <p>3. In the event that KCC secure forward funding of part or all of the costs of the works described in 1 above, the developer shall make repayment of those costs less any other grants or other funding that KCC may secure as per the s278 funding agreement between the developer and KCC. If no external funding is secured then the developers will meet the costs of the whole scheme.</p> <p>4. The S278/38 agreement shall prescribe a fall-back position in the event that KCC are unable to deliver the works to the required timescale whereby the applicant shall deliver improvement works ensuring that there is sufficient capacity in the A28 to meet the needs generated by the development by trigger points to be no later than those identified by the Supplementary Transport Assessment (Vectos May 2014) and assessed through the ES process.</p> <p>5. The applicant shall covenant with the Council not to vary the terms of the S278/38 agreement it enters into with the highways authority and as approved by the Council.</p>				
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	6. The applicant shall covenant with the Council that it shall comply with and fulfil its obligations and covenants under the S278/38 agreement it enters into with the highways authority and as approved by the Council.				
30.	<p>Off -site pedestrian and cycle links</p> <ol style="list-style-type: none"> 1. Unless carried out by KCC to enter into a s278 agreement and construct a footway between Wainscot and Kingsthorpe Farm on the southern side of Magpie Hall Road and xxx on the northern side of Magpie Hall Road prior to the occupation of [4000] dwellings. 2. To make a bridleway connection to Tally Ho Road by [xxx] dwellings 3. To make a footpath/cycleway connection between the site and Matalan Roundabout via the footbridge over the A28 and Great chart Village by the occupation of [1500] dwellings 4. Promotion of NCR18 to be agreed between the parties. 			<p>Core Strategy - policies CS1, CS5, CS9, CS15</p> <p>AAP – policies CG0, CG1, CG11, CG12, CG13 Chapter 9 – policy CG13 -cycling and walking. Network of pedestrian routes and cycleways in accordance with strategic diagram 2c.</p>	<p>NB the cycleway from Matalan to tank is part of the A28 improvement works.</p> <p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>
31.	<p>Provision and Maintenance of estate roads</p> <ol style="list-style-type: none"> 1. Developers to appoint Clerk of Works to be available on site to supervise all road construction on all parts of the site and liaise with KCC/ABC respectively regarding highways construction matters. 2. All roads that are bus routes or which will take refuse vehicles will need to be offered to Kent Highways for adoption. Statutory services shall be provided in adopted areas only. 3. Adequate management arrangements to be put in place for unadopted areas – this could be <ol style="list-style-type: none"> a) Private maintenance – ABC need to 	<ol style="list-style-type: none"> 1. Adoption/maintenance of highways by Kent Highways to be subject to usual s38 requirements. 2. 30 years adoption fee for landscaping elements by CMO - samples of typical costs will be supplied, based on KCC/ABC rates for maintenance and renewal. 3. Maintenance sums to be agreed depending on option chosen by developer, prior to LP commencing. 		<p>Core Strategy - policies CS1, CS5, CS9, CS15</p> <p>AAP - policies CG0, CG1, CG11, CG12, CG13</p>	<p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

<p>approve business plan for maintenance prior to commencement of LP. b)Adoption by CMO with commuted maintenance sum.</p> <p><u>4.Carriageway</u></p> <p>KCC would adopt and maintain the carriageway associated with main routes subject to criteria for adoption being met.</p> <p><u>5.Footways</u></p> <p>Principal footways will be adopted by KCC subject to criteria for adoption being met.</p> <p><u>6.Verge & trees</u></p> <p>KCC would adopt verges between carriageway and principal footways subject to appropriate commuted payments and criteria for adoption being met. There will be no stats under verges.</p> <p><u>7.Landscaping</u></p> <p>Where landscaping is associated with the highway (inc. verge and trees), KCC will adopt, subject to adoption criteria being met, and licence back to CMO.</p> <p><u>8.Materials</u></p> <p>KCC would expect its pallet to be used on adopted roads. KCC relies on a standard pallet in order to have confidence in the robustness and suitability of materials from a safety, ease of maintenance and cost perspective. Poorer quality materials can fail more quickly and be costly to maintain. Alternatives might be considered providing that they are “fit for purpose” provide the same function (including safety/robustness and other criteria), are no more costly than</p>				
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	<p>standard pallet costs and are readily available now and in the future.</p> <p>9.Lighting</p> <p>KCC would expect its pallet to be used and will adopt and maintain the street lighting which is required for highway safety purposes. Any non-standard lighting to attract a commuted sum.</p>				
32.	<p>Provision of bus services</p> <p>To provide or enable the provision of bus services to serve the development in a phased manner as follows:-</p> <ol style="list-style-type: none"> 1. Provision of bus services infrastructure within the site to serve phase 1 of the development within the development area, to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure to a specification to be previously approved by the LPA and as indicatively shown on plan 131065/A/23 to enable an interim bus service as shown within the STA to be commenced no later than the occupation of 200 dwellings, and expanded no later than 1, 222 dwellings. 2. Provision of bus services infrastructure within the site to serve phases 1 and 2 of the development within the development area, to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure to a specification to 	1 – 6.TBA		<p>Core Strategy - policies CS1, CS5, CS9, CS15</p> <p>AAP - policies CG0, CG1, CG11, CG12, CG13. Policy CG1 – a) viable public transport network. Chapter 9 and policy CG12 – 20% of trips to be on public transport. Subsidy of a dedicated bus service from the development to Ashford TC on a 10 min frequency. Bus service provision – commencement of new bus service from Chilmington Green to Ashford Town Centre Implementation of appropriate bus priority measures and bus related infrastructure Precise timing to be agreed (but should be prior to occupation of the 200th dwelling at latest)</p> <p>Public transport - 20% of modal share to be monitored every 3rd year</p>	<p>KCC will not tender for a service or provide directly .</p> <p>Timing and provision accords with AAP Infrastructure Delivery Plan.</p>

	<p>be previously approved by the LPA and as indicatively shown on plan 131065/A/23 to enable an extended bus service as shown within the STA to be commenced no later than the occupation of 2, 772 dwellings.</p> <p>3. Provision of bus services infrastructure within the site to serve phases 1, 2 and 3 of the development within the development area, to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure to a specification to be previously agreed and as indicatively shown on plan 131065/A/23 to enable an extended bus service as shown within the STA to be commenced no later than the occupation of 4, 107 dwellings,.</p> <p>4. Provision of bus services infrastructure within the site to serve phases 1 – 4 of the development within the development area, to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure to a specification to be previously approved by the LPA and as indicatively shown on plan 131065/A/23 to enable an extended and final bus service as shown within the STA to be commenced no later than the occupation of 5, 000 dwellings.</p> <p>5. Provision of funding and procurement of a service between the site and Ashford Town Centre</p>				
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	<p>in a manner to be agreed as generally set out in para. 9.12 of the STA to enable buses to be run within the development for the phases set out above to the frequencies indicated for an agreed period until they become viable in their own right, or the Council has agreed to vary the frequency. Such funding to include for the branding of the service for Chilmington Green. The service shall aim to achieve,</p> <p>a) Prior to occupation of the 101st dwelling on the application site, procurement and commencement of the operation of a bus service of 30-minute frequency between the development site and Ashford Town Centre.</p> <p>b) Prior to occupation of the 1223st dwelling on the application site a 20-minute service frequency to be put in place by the applicant</p> <p>c) Prior to occupation of the 2,773rd dwelling on the application site a 13-14 minute frequency to be put in place by the applicant</p> <p>d) Prior to occupation of the 4,108th dwelling on the application site a 10-minute frequency to be put in place by the applicant</p> <p>6. Provision of bus vouchers per household to the value of £450 per annum for the first year of occupation of any dwelling.</p>				
33.	<p>Provision of on-site pedestrian routes and cycleways</p>		<p>3. £34,500 (see also Transport section) Diversions and</p>	<p>Core Strategy - policies CS1, CS5, CS9, CS15</p>	<p>Applications can be made to KCC to divert footpaths. It would be useful to have a phased approach to this along with an overriding "PROW changes plan" so that</p>

	<ol style="list-style-type: none"> 1. To build a network of pedestrian routes and cycleways including PROW as shown on drawing no. 131065-A-14 Rev A and open them to the public to a timescale to be agreed with the Council. 2. To provide for long-term maintenance arrangements of the network either through adoption by KCC or by the CMO. 3. To carry out the necessary processes to divert existing footpaths including meeting all costs as shown on drawing no.00122_OPA_08R in agreement with KCC prior to the commencement of each phase. 4. Provide funding for any required new/replacement signage, and mitigation along the new routes, or elsewhere for the loss of recreational routes/PROW in open space. 		<p>extinguishments; bridleway creations/ footpath upgrades to bridleway</p>	<p>3) Establishment of the strategic east / west pedestrian/cycleway connecting the District Centre to Discovery Park – including any needed landscaping and planting To be in place to serve the sports pitches at Discovery Park 4) Pedestrian, cycle, equestrian routes – ongoing Implementation alongside development in accordance with agreed network AAP - policies CG0, CG1, CG11, CG12, CG13</p>	<p>developers and KCC know what to expect and when. Following changes to legislation PROW's can now be diverted/changed at "Outline" stage to avoid delays in development. KCC would welcome changes to be applied for as soon as layouts are in a fairly concrete state. "Improvements" include signing, surfacing, furniture and creation of new routes to serve the recreational needs of the new population. Timing and provision accords with AAP Infrastructure Delivery Plan.</p>
34.	<p>Provision of off-site Traffic Calming Measures and monitoring of traffic levels</p> <ol style="list-style-type: none"> 1. Prior to the commencement of development, to agree a monitoring regime for traffic levels in Great Chart Village, Magpie Hall Road and [location to be agreed in Shadoxhurst] from the commencement of the development until its completion (unless otherwise agreed) including the locations and frequency to be agreed with ABC/KCC. 2. To carry out the agreed monitoring regime and submit the results to ABC/KCC at an agreed frequency. 3. To design to adoptable standards any traffic calming measures that may be agreed as necessary to mitigate the impact of additional 	<p>Total costs £408,498 (index linked) to be paid to KCC if not carried out by developer</p>	<p>Payment in stages to be agreed.</p>	<p>Core Strategy - policies CS1, CS5, CS9, CS15 AAP - policies CG0, CG1, CG11, CG12, CG13. Chapter 9 – policy CG11.</p>	<p>The STA states that measures in Great Chart will be implemented if total traffic levels rise by more than 10%, or HGV's increase by more than 10%. The same suggestions have been made for Magpie Hall Road. The residents group have also asked more recently for monitoring in Bethersden Road and Criol Road.</p>

	<p>traffic monitored at those locations, to consult on those measures and implement them to a timescale to be agreed with ABC/KCC.</p> <p>4. To monitor the impact of any installed traffic calming measures and adjust as necessary.</p> <p>5. To carry out further traffic monitoring as follows,</p> <p>a) Prior to the commencement of development to agree a specification for and carry out traffic monitoring at Mock lane, Cuckoo Lane, Criol Lane and Tally Ho Road [other locations under discussion].</p> <p>b) To repeat such monitoring prior to the occupation of 1500, 3000, 4500 and 5750 dwellings.</p>				
35.	<p>Repayment to the Regional Infrastructure Fund</p> <p>a) To repay to the Council contributions towards the cost of upgrading of the Drovers Roundabout and J9 of the M20 as already carried out by KCC, and due to the HCA.</p>	<p>Formula for the calculation of the RIF payment is as follows:-</p> <p>RIF contribution per 100 new PM peak trips = Drovers Roundabout element £414,969 + J9/Bridge element £525,939</p> <p>Total contribution =</p>	As per cost plan – in final phases of development..	<p>Core Strategy policies CS1, CS2, CS5, CS8, CS9, CS15 and CS18,</p> <p>Kent Local Transport Plan, Chapter 9 – “Implementation and Delivery” of Ashford Borough Council's Urban Sites and Infrastructure DPD (adopted October 2012), Policy U24, Chapter 9 – “Transport” of Ashford Borough Council's Chilmington Green Area Action Plan (adopted July 2013), Policy CG11.</p>	See RIF Repayment Calculation doc. sent by ABC on 15/04/14.
	Maintenance of the Public Realm				
36.	<p>1. Maintenance of highways (see xx above) – all carriageways/footpaths/cycleways along main roads to be maintained by KCC via s38/s278 agreements . all other highways to be the subject of agreement maintenance arrangements prior to commencements.</p> <p>2. Unadopted footpaths/cycleways to</p>	<p>1. See above.</p> <p>2. See above.</p> <p>3. Developer to provide previously agreed commuted sum.</p> <p>4. Developer to provide previously agreed commuted sum.</p> <p>5. Developer to provide previously agreed</p>		<p>Core Strategy - policies CS1, CS5, CS9</p> <p>AAP – policies CG0, CG1, CG11, CG12, CG13. Chapters 11 and 12 – policy CG22.</p>	Key part of quality agenda.

	<p>be maintained by the CMO.</p> <p>3. All soft verges within highways to be maintained by the CMO on licence from KCC.</p> <p>4. Maintenance/replacement of street furniture, including, but not limited to benches, litter bins, street name plates, bus shelters - ABC to devolve to CMO where agreed.</p> <p>5. Street cleansing – [PN to discuss with colleagues.]</p> <p>6. Play areas – see above.</p> <p>7. Informal POS – see above.</p> <p>8. Ecological areas/SUDS features – see above.</p> <p>9. Sports pitches – see above.</p> <p>10. Strategic parks – see above.</p> <p>11. Allotments -see above.</p>	<p>commuted sum.</p> <p>6. See above.</p> <p>7. See above.</p> <p>8. See above.</p> <p>9. See above.</p> <p>10. See above.</p> <p>11. See above.</p>			
	Review of Viability				
37.	<p>1. The 'initial viability appraisal' for the whole development prepared on an agreed basis, using June 2014 BCIS costs and local sales values, to demonstrate viability across the whole scheme will form the Base Line Viability assessment for the purposes of this agreement.</p> <p>2. Phases for the purposes of agreeing viability will be Phase 1 = 1, 000 dwellings, phases 2 – 8 = 600 dwellings each, phase 9= 550 dwellings.</p> <p>3. No deferred contributions will be sought – smaller phases will deliver any improvements in viability and thus additional affordable housing in line with the requirements of the AAP.</p> <p>4. Affordable housing will be the balancing item and will need to deliver a minimum of 10% and a maximum of 40% in any phase - unmet affordable housing in any phase will be rolled forward as a</p>	<p>Costs of Councils viability consultants.</p>		<p>Core Strategy - policies CS1, AAP – CG0, CG1, Chapter 1 (paras. 1.19 – 1.24) of the AAP deals with viability. Identifies that major developments have heavily “front – loaded” costs. Recognises that the initial phase (1450 dwellings) may not be able to support all infrastructure provision (para.1.22). Provides for viability model to be produced and independently tested for the 4 AAP phases. Aims to claw-back any under-provision through ABC’s deferred contributions policy (policy CG22)</p>	<p>See the section on viability in the main report, the consultants report and cost plan.</p>

	<p>policy requirement to the next phase (please see Head 1).</p> <ol style="list-style-type: none"> 5. Reviews of sales values to be based on prices achieved in the preceding quarter plus general review of Ashford area as per current appraisal. 6. Reviews of construction costs to be based on Median BCIS in the preceding quarter. 7. Quality uplift costs to be indexed using BCIS uplift. 8. Indexation to be applied to the infrastructure/other costs - indexes to be agreed. The need for infrastructure will also be tested at each review, for example assumptions on surveys, paying for service runs etc. If an item of infrastructure should have been provided in an earlier phase but wasn't it can't be recovered. 9. Indexation of the s106 contributions – indexes to be agreed. 10. Each review to commence on occupation of the 150th dwelling in any previous review phase - developers to meet all costs of each review and not to seek RM consent for any dwelling in that next review phase until the review for that phase has been concluded. 11. Profit levels for the first phase to be 20% on market dwellings and 6% on affordable dwellings – thereafter profit levels to be as per market requirements with a minimum of 16% and a maximum of 20%. 12. Any underspend on S106 requirements in a phase to be rolled forward into the next phase(s) to potentially bring forward other items earlier. S106 				
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	<p>infrastructure to be reviewed at each phase with LPA being able to specify provision of other items if policy changes subject to the overall cap.</p> <p>13. Reviews of Benchmark Land value - to be based on Savills database or other index to be agreed.</p> <p>14. Reviews to capture the value of any HCA or other grants.</p> <p>15. Delay – if a phase is not commenced within 1 year of the review appraisal being agreed then the review must be done again.</p> <p>16. Notwithstanding the outcome of these reappraisals it will not be possible to reduce the s106 financial contributions and other infrastructure provision secured via the S106 (other than AH) originally agreed, although it may be possible to re-phase them if cash flow proves an issue. AH will not fall below 10% on any sub-phase or across any “main phase” (as defined by the AAP) as a whole.</p> <p>17. Developer to be responsible for Council’s costs in relation to viability appraisals.</p>				
	Public Art and Heritage Interpretation				
38.	<p>Public Art</p> <p>1. A total of £750, 000 to be contributed/spent spread over 4 phases.</p> <p>2. The developer will work with the Council to agree a strategy for the whole scheme and when and where individual works will be provided.</p> <p>3. Individual works will be commissioned and installed in accordance with the agreed strategy and a maintenance schedule will also be agreed.</p>		<p>a) £50k to engage an approved Council arts provider upon commencement of the development for Artist Masterplanning of the whole scheme and start of first commissions on entrance points/main access.</p> <p>b) £100k upon occupation of the first 100 dwellings for</p>	<p>Core Strategy –policies CS1, CS5, CS9 various references.</p> <p>AAP – CG0, CG1, paras 5.24, 5.40, 5.85, 6.14, 11.42</p> <p>The Ashford Borough Public Art Strategy</p>	<p>The sum per dwelling reflects a long established per dwelling formula. Key part of quality agenda.</p>

			<p>carrying out artist commissions as above.</p> <p>c)25% of the remaining £600K, for each of the 4 phases, as defined in the AAP, the first to be paid before occupation of the 1000th dwelling and the remainder on commencement of that phase for artist commissions.</p>		
39.	<p>Heritage Interpretation</p> <p>1.Up to £60,000 to be spent on community heritage interpretation within the site.</p> <p>2. Community archaeologist on site for 3 years (£15,000 per annum)</p>		<p>1. £20,000 per annum, the first payment to be made 6 months after the commencement of development and annually thereafter.</p> <p>2. £15,000 paid at the commencement of development, £15,000 paid twelve months following commencement of development; and £15,000 paid twenty four months following commencement of development</p>	<p>Core Strategy - policies CS1, CS5 and CS9, and guidance in the NPPF, the Ashford Borough Public Art Strategy and the Kent Design Guide.</p> <p>AAP - policies CG0, CG1, CG8, CG15.</p>	As part of heritage mitigation.
	Travel Plans				
40.	<p>1.The developer shall submit travel plans for each approval of Reserved Matters containing buildings, to be approved by the Council prior to the commencement of any development within that scheme.</p> <p>2. Each travel plan shall aim to reduce car use by occupiers of that development by a target 20% and thus encourage alternative modes of transport.</p> <p>3. Each travel plan will contain incentive measures such as travel vouchers,</p>			<p>Core Strategy - policies CS1, CS2,CS5, CS9, CS15 and CS18, Kent Local Transport Plan and guidance in the NPPF.</p> <p>AAP - policies CG0, CG1, CG11, CG12, CG13. Chapter 9 and policy CG12 –and CG13A.</p>	In line with usual ABC/KCC requirements.

	bicycles etc to be paid for by the developer for an agreed period of time. 4. Each plan shall contain performance criteria together with additional measures to be put in place if target reductions in car based travel are not achieved.				
41.	Safeguarding of the Park and Ride land – land shown for such purpose in the AAP and lying within the application site to be safeguarded for such purposes.	All land so shown.	From the statutory commencement of development.	Core Strategy - policies CS1, CS5, CS9 AAP - policy CG14 – no development that would prejudice the ability to bring forward a P&R facility shall be permitted unless the Council has determined that the facility is no longer required.	The need for the facility is not generated by the development but there is a requirement to safeguard the land as required by the policy in the event that a need for this facility arises as envisaged by the CS.
	Quality Agreement and other Monitoring				
42.	Quality Agreement On-site build quality monitoring regime from the outset to be provided by ABC and funded by the developers applied consistently throughout the development, to deliver, <ol style="list-style-type: none"> 1. Skilled monitoring staff on site who will work with contractors on site to tackle build issues before they become problems. 2. A 'joined up' service to provide a co-ordinated pattern of approval and monitoring – including building control; planning conditions and agreement monitoring; 3. Construction management plan and waste management plan monitoring; 4. Specialist services such as energy efficiency certificates and sound insulation testing. 5. Regular reviews held with the local community management trust, developers/ site managers and local residents to capture and 	[TBA but likely to be not less than £80, 000 per year for the whole development period - see also section on Quality Agreement].	First payment upon commencement of development and on the anniversary thereof in subsequent years until the development is complete.	Core Strategy - policies CS1, CS5, CS9 AAP – CG0, CG1, CG19, Percentage of development to meet the council's adopted minimum Residential Space & Layout standards, including 'Building for Life' - 100%. Chapter 11 -quality control. Policy CG22 - "The council, other key local stakeholders, will monitor the delivery of development at Chilmington Green against established qualitative benchmarks and other agreed plans, briefs and codes, to ensure that the quality aspirations established within this AAP are delivered and maintained."	The approval of the construction and waste management plans to be covered by condition (see for example KCC proposed Heads of Terms) Whilst the Quality Charter itself is not part of the Development Plan, references to the need to deliver and monitor quality are almost too numerous to mention. For example, Chapter 11 of the AAP says, "11.55 Monitoring will also play an important role in maintaining quality at Chilmington Green. As set out in Chapter 12 of this AAP, there are various locally derived indicators and targets for the development to adhere to. Monitoring in this way will establish whether any interventions from the council are required, and when any swift and decisive action is needed. 11.56 In combination, the approaches referred to above will ensure that there is no degradation in the eventual built product from the quality aspired to through this AAP, whoever the developer is and however long the development takes to fully build out." The way that the sums have been arrived at have been the subject of full and detailed discussions between the Council and the developers.

	respond to any issues arising.				
43.	Travel Plan Monitoring Fee Contribution towards the cost of monitoring compliance with the travel plan and helping to ensure its success.	£1000 per year for the duration of the development period plus 5 years thereafter.	To commence on approval of the first travel plan and annually thereafter.	Core Strategy - policies CS1, CS2, CS5, CS9, CS15 and CS18, Kent Local Transport Plan and guidance in the NPPF. AAP – CG12, CG13, CG13A	In line with usual ABC/KCC requirements.
44.	S106 Monitoring Fee Contribution towards the Council's costs of monitoring compliance with the agreement or undertaking, and planning conditions including monitoring of trigger points, consultation with interested parties, attendance at CMO meetings, monitoring of compliance with the quality agreement, reviews of viability (not including consultants fees which are payable separately) etc.	£50, 000 per year for the whole development period - see also section on Quality Agreement.	First payment upon commencement of development and on the anniversary thereof in subsequent years until the development is complete.	Core Strategy - policies CS1, CS5, CS9 AAP - Chapter 11 -quality control. Policy CG22.	The scale of delivery means that Chilmington may account for up to 50% of completions for ABC per year. ABC have comprehensive monitoring systems in place which will ensure that compliance with the s106 agreement is achieved, and infrastructure is delivered in a timely way, but inevitably this will result in additional costs to the Council. Such monitoring is necessary to ensure that policy CG22 and the wider aspirations for Chilmington as a sustainable community are achieved. Developers have entered into many s106 agreements that provide for meeting the costs of such monitoring. These costs are included in the cost plan.
45.	Notices will have to be served on the Council at the time of the various trigger points in order to aid monitoring. All contributions to be index linked as set out on the Council web site in order to ensure the value is not reduced over time. The costs, expenses and disbursements of the Council's Legal and Planning Departments incurred in connection with the negotiation, preparation and completion of the deed are also payable. The Kent County Council will also require payment of their legal costs.				

Appendices to the s106 (to be agreed by the Chilmington Green Task Group)

1. CMO brief approved by the Chilmington Task Group
2. CMO commercial estate funding paper
3. KCC school site transfer
4. ABC/CMO site transfer requirements
5. ABC/CMO adoption requirements/process
6. Highway adoption/maintenance principles
7. AH principles papers (x2)

Mechanism for delivery of Endowment to CMO

1. The developer shall endow the CMO with either Option A) 50,000 sq ft of commercial floorspace OR Option B) a minimum of 20,000 sq ft of commercial floorspace plus an additional endowment comprising more commercial floorspace, residential units or cash endowment.
2. Commercial floorspace for the purposes of this head shall be floorspace falling within the following Use Classes A1, A2, B1, B2, A3-A5.
3. The endowment shall be delivered to the CMO in tranches. The first tranche of endowment shall be delivered to the CMO by no later than 6 years after Commencement of Development (or by the occupation of 1500 Dwellings). 3 years prior to that point in time/progress of the development (i.e. by the occupation of 750 Dwellings) the developer shall submit an endowment proposal to the LPA for its approval (in consultation with the CMO).
4. The endowment proposal shall propose whether the developer intends to deliver Option A) or Option B) above. If the developer chooses option B) the endowment proposal must:-
 - 4.1 demonstrate the following for it to be acceptable to the LPA:-
 - 4.1.1 that the “additional” endowment , in combination with the minimum 20,000 sq ft of commercial floor space to be provided , is capable of generating sufficient income for the CMO to discharge all of the CMO’s liabilities (as dictated by its approved business plan, that is then subject to annual review by the CMO) in the next financial year following the proposed delivery of the tranche/s of endowment;
 - 4.1.2 that the “additional” endowment , in combination with the minimum 20,000 sq ft of commercial floor space required to be provided is capable of generating sufficient income for the CMO to discharge all of the CMO’s predicted future liabilities over the course of the period of 20 years following commencement of development.
 - 4.2 propose triggers for the delivery of the “additional” endowment (whatever form that is) over and above the minimum 20,000 sq ft of commercial floor space to be provided and demonstrate that the timing of the delivery of that additional endowment to the CMO provides sufficient income at the relevant times in accordance with the assumptions made in the CMO’s approved business plan.
5. The “additional” endowment shall be delivered to the CMO in accordance with the triggers approved by the LPA as part of the approved endowment proposal.
6. If the developer chooses option B) the minimum of 20,000 sq ft of commercial floorspace shall be delivered to the CMO by the occupation of 1750 dwellings.
7. If the developer chooses option A) 20,000 sq ft of commercial floorspace (of the 50,000 sq ft total to be provided) shall be delivered to the CMO by the occupation of 1750 dwellings. The endowment proposal shall propose triggers for the delivery of the remaining 30,000 sq ft of commercial floorspace to the CMO and must demonstrate that the timing of the delivery of that commercial floorspace to the CMO provides sufficient income at the relevant times in accordance with the assumptions made in the CMO’s approved business plan.
8. The endowment shall be delivered to the CMO in accordance with the triggers approved by the LPA as part of the approved endowment proposal.
9. The endowment business plan may be revisited in terms of varying the triggers for provision of the endowment, and the type of endowment to be delivered to the CMO (other than the minimum provision of 20,00 sq ft of commercial floorspace by the occupation of 1750 dwellings) provided that such variation is approved by the LPA (in consultation with the CMO) and it has been demonstrated to the LPA that such variation will provide sufficient income for the CMO at the relevant times assumed by the CMO’s up to date business plan.
10. The endowment proposal shall be accompanied by a brief and specification for the proposed commercial estate and any allowed proportion of alternative residential units forming part of the endowment to include the location of proposed commercial/residential units the size and type of the proposed commercial units (A1, A2, B1, B2, A3-A5)/ residential units (2,3,4 bed) (as appropriate). The endowment shall be delivered to the CMO in accordance with the details approved by the LPA.

- 11 The CMO shall acquire the unencumbered freehold of each tranche of endowment in so far as comprises commercial floor space and residential dwellings for nil consideration free from contamination and with all appropriate collateral warranties relating to its construction to be provided to the CMO.
12. The developer shall pay for the reasonable costs of the CMO/LPA commissioning professional advice in determining the adequacy/acceptability of each tranche of endowment proposal.
13. The developer shall be responsible for all SDLT, costs professional fees and disbursements incurred by the CMO and its own costs incurred in conveying the unencumbered FH of the commercial unit/s and/or the residential dwellings (as appropriate) to the CMO;
14. The developer shall be responsible for all design and other professional fees incurred in preparing the brief and specification for the units comprising the commercial floor space and/or residential dwellings and preparing and submitting related Reserved Matter applications.