

APPENDIX 4

LAND TO THE WEST OF DIDCOT

PLANNING APPLICATION REFERENCES PO2/W0848/O, PO2/W0849/O,

HAR/17774-X AND HAR/17774/1-X

DRAFT HEADS OF TERMS FOR PROPOSED AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

1. APPLICANTS

George Wimpey UK Limited and Taylor Woodrow Developments Limited ("the Applicants")

2. COUNCILS

South Oxfordshire District Council, Vale of White Horse District Council and Oxfordshire County Council

3. INTRODUCTION

1. The applications referred to above and which relate to the proposal for an urban extension at Great Western Park, Didcot (GWP), were first submitted to the Council on 22 October 2002. The applications were subsequently amended on 18 June 2004 and 5 December 2005.

2. Following extensive consultation and negotiation with the Applicants, Officers are now in a position to report the applications to Members for determination.

3. It is anticipated that the Officer recommendation will be approval subject, inter alia, to conditions and the prior completion of a Section 106 Agreement.

4. We set out below the proposed heads of terms for the Section 106 Agreement (the Agreement) which have been agreed with the Applicants.

4. PARTIES TO THE AGREEMENT

1. The parties to the Agreement will be George Wimpey, Taylor Woodrow and any other party holding an interest in the site. All three Councils will be a party to the Agreement.

5. GENERAL

1. *Conditionality*

The majority of the obligations will be conditional upon implementation of the planning permission. There will however be some obligations such as payment of the Councils' costs and pump priming contributions which will be paid either upon completion of the Agreement or following the grant of planning permission.

2. **Implementation Notices**

There will be restrictions on commencement of development until notices have been served on the Councils.

3. **Restriction on the number of dwellings**

The number of dwellings hereby permitted shall not exceed 3,300.

4. **Phasing of Development**

The Development hereby permitted shall not commence until the Applicants have submitted and the Councils have approved a plan showing the overall phasing of the development. The development shall thereafter be undertaken in accordance with the approved phasing plan.

6. **AFFORDABLE HOUSING**

1. **Percentage, Tenure, Mix and Provider**

1. The Applicants will be required to ensure on-site provision of 30% affordable housing spread across the site of which a minimum of 27% (264 units) shall be available for rent in perpetuity. The balance of the affordable housing will, in the absence of grant funding, be available as shared ownership¹.

2. The Applicants will be under an obligation to seek to secure grant funding for the provision of affordable housing and in the event that grant funding is secured, the percentage of rented accommodation required to be provided will be increased.

3. The Agreement will contain a cascade mechanism for the Councils' approving the applications for grant funding and will set out the steps to be taken to seek to maximise the opportunity of securing grant funding once an application has been submitted.

4. Unless otherwise agreed by the Councils the mix of affordable housing shall be:

- 20% one bedroom flats;

- 10% two bedroom flats
- 20% two bedroom houses
- 30% three bedroom houses; and
- 20% four bedroom houses.

5. All affordable housing to be provided by a registered social landlord(s) first approved by the Councils.

6. The average equity stake of the shared ownership units to be provided as part of the development shall be 50%. The rental levels are to be the Housing Corporations target rents.

2. **Phasing and Location of Affordable Housing**

1. The phasing shall be as follows:

- 25% prior to occupation of the 750th market dwelling
- 50% prior to occupation of the 1,250th market dwelling;
- 75% prior to the occupation of the 1,750th market dwelling;
- 100% prior to occupation of the 2,000th market dwelling.

2. The affordable housing shall be provided as an integral part of the overall development and shall be provided in the locations shown on an approved masterplan. The general principle will be provision of affordable housing in clusters of no more than 15 units mixed in with market dwellings.

3. The Applicants will be required to pay a financial contribution of £600,000 towards the additional costs of providing extra care rented housing units for older people and young adults, as part of the affordable housing requirement.

3. **Standard of Construction of Affordable Housing**

The affordable housing shall be constructed and fitted out in accordance with the latest Housing Corporation Design Standards.

7. **OPEN SPACE AND RECREATION**

- 1. **Indoor Facilities**

1. The Applicants will be required to make the payment of the sum of £1,997,000 towards enhancing and expanding the facilities at Didcot Wave and the provision of a new sports hall.
2. The contribution will be paid in instalments upon completion of the 400th dwelling.

2. **All Weather Pitch**

The Applicants will be required to pay the sum of £75,170 towards the provision of an all weather sports pitch either at Edmunds Park in Didcot or such other location as the Councils consider to be appropriate.

3. **Children's and Youth Play Facilities**

The Applicants will be required to identify an area of land comprising 4.6 hectares and provide the following play facilities in accordance with approved specifications:

- Seven LEAPs;
- Two combined LEAP/NEAPs;
- Two youth shelters;
- Two skateboard parks/play areas

4. **Outdoor Recreation**

1. The Applicants will not be permitted to implement the planning permission until an area of land comprising 10.8 hectares and shown on the approved masterplan has been identified for the provision of outdoor recreation facilities. The land will be transferred to the Councils in phases as and when the facilities have been provided.

2. The Applicants will be required to provide a minimum of the following²:

- Two cricket pitches
- Four full-size senior football pitches
- Three junior pitches

- Three mini pitches
- One full size rugby pitch
- Eight team changing room pavilion

all facilities to be provided in accordance with an agreed specification.

3. The Applicants will also be required to provide 3 hectares of land upon which to construct two MUGAs and a Tennis/Bowling facility in accordance with an approved specification. The completed facilities will then be transferred to the Councils².

5. **Informal Open Space**

1. The Applicants will be required to provide and lay out areas of informal open space amounting to not less than 41.6 hectares. Such informal and landscaped open space to be provided as an integral part of the overall development and shown indicatively on a drawing to be appended to the Agreement.

2. The Agreement will control the laying out, provision and timing of the transfer of the open space.

3. The Applicants will be required to manage and maintain the informal and landscaped open space until such time as the same is transferred to the Councils and will also be required to submit and comply with an environmental management plan.

6. **Allotments**

1. The Applicants will be required to make provision for two allotment sites within the development each comprising an area of one hectare. The provision of the Allotments will be phased. Each allotment will be required to be fully serviced including fencing, access, parking, water and electricity supply and small meeting room/storage area.

7. **Financial Contributions Towards Maintenance**

1. The Applicants will be required to pay the following contributions towards the maintenance of the facilities:

- Children's and Youth's play facilities, £1,102,000

- Outdoor recreation, £1,330,000
- Informal open space £2,782,000

Total: £5,214,000

8. Phasing of Provision and Timing for Payment of Contributions

1. The phasing of provision and timing for payment of contributions to be agreed prior to commencement of development. The general intention will be to ensure that the contributions are to be paid as and when the facilities are transferred to the Councils.

8. FACILITIES

1. Community Centres

1. The Applicants will be required to provide two community centres in the locations shown on the masterplan and in accordance with the specification appended to the Agreement. They will also be required to reserve an area of land shown indicatively on the masterplan for the provision of a third community centre. This land shall be reserved for a period of five years from the date of completion of the final dwelling and the Council can, at any time during this period, request that the Applicants build out the third community centre if there is sufficient evidence of local need for an additional facility.

2. The community centres are to be constructed in accordance with a detailed specification to be approved by the Councils.

3. The Applicants will be required to pay a financial contribution towards the maintenance of the community centres.

2. Local Facilities

1. The Applicants will be required to construct a supermarket comprising 500 sq m to shell and core. The supermarket shall be let and ready to trade prior to completion of the 600th dwelling. If necessary the Applicants will be required to offer a subsidised rent in order to encourage a retailer to occupy and trade from the unit.

2. There will be an ongoing obligation to market the supermarket site and other district centre facilities including, additional small retail units (up to 1,200 sq m in total), post office, pharmacy, public house, restaurant and a range of Class A3 to A5 uses.

3. The land which is to be used for the two neighbourhood centres, the district centre and the facilities to be provided thereon will be identified on the masterplan.

4. Applicants will be required to submit and comply with a neighbourhood centre and district centre management plan.

5. The Applicants will be required to identify an area of 8 hectares of land within the site (which shall include some land within the two local centres and the district centre) which is to be used for civic areas. This land, and the facilities to be provided there on, is to be shown on the masterplan. The Applicant will also be required to provide the Councils with details of the proposals for the management and maintenance of the civic areas - such information to be agreed prior to commencement of development.

3. Library Contribution

The Applicants will be required to pay a contribution of £867,794 to the Councils towards the improvement of library infrastructure and services in Didcot. Such payment to be made prior to completion of the 1,000th dwelling.

4. Other Civic Provision

The Applicants will be required to pay a contribution of £149,000 towards improvements to and/or enhancement of services at the Didcot Civil Hall. Such sum to be paid prior to completion of the 1,000th dwelling.

5. Public Art

The Applicants will be required to pay a contribution of £640,000 towards appointment of a public art co-ordinator, formulation of public art, strategy and provision of public art as an integral part of the overall development. The contribution is to be paid in five equal instalments. The first instalment is to be paid upon commencement of development and thereafter on the anniversary of the date of the first payment.

6. Health

1. The Applicants will be required to provide a health centre of a minimum size of 644 sq m capable of accommodating at least a four GP practice with associated facilities, reception and waiting areas.
2. Such health centre to be provided in accordance with an agreed specification and shall be available prior to completion of the 1,000th dwelling.
3. In addition to the provision of the health centre, the Applicants will set aside an area within the district centre for a dental practice and pharmacy.
4. The Applicants will also be required to provide a temporary doctor's surgery until the permanent health centre is constructed. The temporary doctor's surgery is to be provided and made available prior to completion of the 100th dwelling.

7. Social Services and supported housing

1. The Applicants will be required to identify an area of land comprising one acre for the construction of a high-dependency unit. The site shall be fully serviced and made available to the Councils from commencement of development for a period of 10 years from the date of completion of the 3,300th dwelling. The Councils can, at any time during the period acquire and build out the high dependency unit. During the intervening period the land will be laid out as open space and the Applicants will be responsible for maintaining the land, or alternatively, pay a financial contribution to the Councils towards maintenance.

8. Community Minibus

The Applicants will be required to pay a financial contribution of £55,000 towards cost of acquiring, running and maintaining one minibus to serve the community. This contribution is to be paid prior to completion of the 300th dwelling.

9. EDUCATION

1. The Applicants will be required to pay a contribution amounting to £28,544,100 to the County Council towards the provision, equipping (and initial maintenance) of:

- two primary schools, each school to be provided on a fully serviced site comprising 2.1 hectares, and an extension to the Steven Freeman Primary School;
 - provision of secondary education;
 - the provision of a fully serviced secondary school site of 10.1 hectares, 6.8 hectares of which should be made available free of charge (and 3.3 hectares of which should be made available for the County Council to purchase at £6,000 per hectare); and
 - a financial contribution towards meeting special educational needs.
2. The Councils will monitor the number of pupils generated by the development to establish any need for the provision of temporary classrooms. The Applicants will be required to meet the cost of any necessary temporary provision.
 3. The financial contributions shall be paid in the following instalments:
 - £5 million on commencement of development;
 - £5 million within 12 months of commencement of development;
 - £5 million within 24 months of commencement of development;
 - £5 million within 36 months of commencement of development;
 - £5 million within 48 months of commencement of development;
- and
- £3,544,100 within 60 months of commencement of development

10. TRANSPORTATION AND MOVEMENT

1. **Section 278 Agreement**

The Applicants will not be permitted to commence development until an agreement has been entered into pursuant to Section 278 of the Highways Act 1980 to secure the provision of off-site highway works.

2. **Milton Interchange**

1. The Applicants will be required to either undertake works to the Milton Interchange³ or, in the event that the works have been provided earlier as part of another development pay the sum of £2 million to the County Council upon commencement of development, such sum to be used towards other off-site highway improvements. These works shall be undertaken prior to the commencement of construction work on the site.

2. The Applicants will be required to enter into a S278 agreement with the Highways Agency to undertake works to the northbound exit and entry slips at Milton Interchange.

3. **Links to adjoining sites**

1. The Applicants will be required to ensure that the design of the development facilitates linkages to adjoining sites and will be required to make land available (or facilitate the acquisition of land) for and install:

- a bridleway linking to Cow Lane; and
- a footpath/cycleway and bus lane link to Vauxhall Barracks.

2. The Applicants will be under a general obligation to make land available at no cost in order to facilitate linkages to adjoining sites and will not be permitted to use certain parcels of land shown on the masterplan other than for the provision of access to adjoining sites and/or public amenity space.

4. **Financial Contributions**

1. The Applicants will be required to pay a contribution of £3,648,300 towards transportation and movement:

- Overall Infrastructure Contribution;
- Public Transport Interchange;

- Bus priority measures;
- maintenance of off-site highway works.

2. The timing for the payment of the contribution referred to in paragraph 10.4.1 shall be as follows:

- £1,000,000 within 12 months of commencement of development;
- £1,000,000 within 24 months of commencement of development;
- £1,000,000 within 36 months of commencement of development; and
- £648,000 within 48 months of commencement of development.

3. The Applicants will be required to pay a contribution of £3,800,000 towards bus subsidies. The timing for the payment of the contribution shall be as follows:

- £540,000 on completion of the 50th dwelling followed by 5 instalments of £540,000 each anniversary thereafter. The final instalment of £560,000 shall be payable on the 6th anniversary.

5. **Ongoing Monitoring**

The Applicants will be required to agree and thereafter fund a scheme of traffic monitoring in the villages and on the local Didcot Roads as the development progresses in accordance with scheme to be agreed, to assess whether the assumptions in their traffic model are correct and report the outcomes to the Councils. If the impacts are greater than anticipated the Applicants will be required to fund the cost of mitigation measures reasonably required by the County Council in consultation with the local community.

6. **Travel Plan Co-ordinator**

The Applicants shall be responsible for the cost of the Councils appointing a person to develop and monitor the green travel plan relating to GWP.

11. **STANDLAKE MUSEUM**

1. **Museum Service**

The Applicants will be required to pay the sum of £23,776 to the County Council towards the running, maintenance and operation of the Standlake Museum Resource Centre. Payment to be made prior to completion of the 1,000th dwelling.

12. **WASTE MANAGEMENT**

1. **Waste Recycling**

The Applicants will be required to pay the sum of £300,000 to the County Council towards waste recycling. Such contribution to be paid prior to completion of the 300th dwelling.

13. **ECO-HOMES ASSESSMENTS**

The Applicants will ensure that all dwellings are designed and constructed in a manner which complies with extant eco-homes very good standards and shall pay a contribution to the Councils of £30,300 towards the cost of assessing the Development to ensure compliance with Eco-homes standards.

14. **AIR QUALITY**

The Applicants will be required to pay a contribution to the Councils towards the cost of monitoring air quality within the vicinity of the site and shall use all reasonable endeavours to implement measures to reduce any adverse harm to air quality arising from the development.

15. **CONSULTATION**

1. The Applicants shall be required to establish a GWP Forum which shall be responsible for overseeing the design, evolution and delivery of the development.
2. The Forum shall comprise representatives for the Applicants, the Councils, the Parish Councils, the public and interested stakeholders.
3. There will be regular meetings of the Forum and meetings involving the wider public shall be held at least once every six months with the aim of affording the public an opportunity to air their views and to be appraised of the progress of the development and the measures which are being taken to integrate GWP with the existing community.

16. **TRANSFER OF LAND**

1. With the exception of the land for the third section of the site, all transfers of land must be freehold and for a nominal consideration of £1. The land shall be free of any financial charge or encumbrance which would affect the use of the land for the intended purpose. The Councils will not accept the imposition of restrictive covenants relating to future use of any land which is transferred to them.
2. The precise location for the school sites will need to be approved prior to the completion of the agreement. All sites must be transferred in a fully serviced condition, cleared and levelled with protective hoarding/fencing.
3. Prior to commencement of development, the Applicants will be required to undertake further site surveys/investigations in order to identify any abnormal construction costs. All remediation works must be carried out to ensure that the sites to be transferred are fit for their intended use. Any additional costs as a result of further remediation works will be born by the Applicants.
4. No land within the site or within the Applicants ownership or control will be permitted to be used for the erection of any telecommunication masts within 200 metres of any land which is to be transferred to the Councils.

17. **INDEXATION OF CONTRIBUTIONS**

1. Indexation of contributions referred to in the heads of terms will be recalculated to first quarter 2005 prices and will be based upon the following indices:
 - Contribution towards provision and management of provision of open space and recreation facilities - BCIS;
 - Contribution towards maintenance of open space facilities RPI;
 - Contribution towards improvement of facilities at Didcot Way - BCIS
 - Contribution towards maintenance of community centres RPI;
 - Contribution towards provision and maintenance of education facilities - BCIS;

period, the Applicants will apply to the Planning Inspectorate to request that the appeals in respect of the development and planning applications are put into abeyance for a period of at least six months.

- Contribution towards library services and facilities - BCIS;
- Contribution towards improvement of the Civic Hall - BCIS;
- Contribution towards appointment of public art coordinator and provision of public art - RPI;
- Provision of off-site highway works - Baxter;
- Contribution towards bus subsidies - Bus Index;
- Contribution towards museum services - BCIS;
- Contribution towards enhancement of waste management facilities - BAXTER; and
- Contribution towards monitoring of Section 106 Agreement obligations - RPI

18.

BONDS

1. All major financial contributions which are required to be paid under the Agreement will be bonded. The Applicants will be required to ensure that appropriate bond(s) is/are in place prior to commencement of development.

19.

COSTS

1. The Applicants will be required to pay the following contributions to the Councils:
 1. All reasonable and proper internal and external fees incurred in connection with preparing the heads of terms and drafting, negotiating and attending to completion of the Section 106 Agreement;
 2. Contribution of £155,000 towards the cost of monitoring compliance with the obligations to be contained within the Section 106 Agreement.

20.

TIMING FOR COMPLETION OF THE SECTION 106 AGREEMENT

1. The intention is that the Councils and the Applicants will seek to work with each other and cooperate in good faith and aim to finalise and complete the Agreement by 1 December 2006. During the interim