

THE LANES, PENWORTHAM
TAYLOR WIMPEY AND HOMES ENGLAND

SECTION 106 OBLIGATIONS
SUGGESTED HEADS OF TERMS FOR DISCUSSION
(A SINGLE SECTION 106 AGREEMENT FOR BOTH APPLICATIONS)

1. Affordable Housing

- 1.1 Each Phase of the Development shall deliver 30% Affordable Housing, split [70% affordable and social rented, 25% First Homes and 5% intermediate], or such tenure split as the Council may agree in writing from time to time {definitions to be added}.
- 1.2 The first application for Reserved Matters which includes housing shall be accompanied by an Affordable Housing Scheme which shall set out the detail of how the Affordable Housing shall be delivered in the relevant Phase and which includes the overall strategy for the delivery of the Affordable Housing across the Development as a whole.
- 1.3 Each subsequent application for Reserved Matters which includes housing shall be accompanied by an updated Affordable Housing Scheme.
- 1.4 The Affordable Housing shall be delivered in accordance with the approved Affordable Housing Scheme as amended from time to time with the written approval of the Council.
- 1.5 {Delivery obligations and obligations regarding allocation of affordable units, to be added}

2. Education

Primary School Land

- 2.1 The land shown shaded [] on Plan [X] shall be safeguarded for a primary school with 2-form entry for a period of [TBC] years from the date of Commencement and shall be used for no purpose other than for landscaping or such interim or meanwhile uses as may be agreed in writing from time to time by the Council.
- 2.2 In the event that within [TBC] years from the date of Commencement the Council serves the Primary School Notice on the Owner confirming it has all approvals and funding required to deliver the Primary School the Owner shall transfer the land to Council for nil consideration, such land to measure no less than 2 Ha and benefit from sufficient rights of access and services so as to enable the Primary School to be constructed and occupied.

- 2.3 {Trigger for transfer to be discussed with Council, and form of transfer to be appended to Section 106 Agreement}
- 2.4 In the event that the Council has not served the Primary School Notice on the Owner within [TBC] years from the date of Commencement then the obligation to safeguard the land shown on Plan [X] shall cease and the said land shall be free of such safeguarding or restrictions.
- 2.5 {To discuss whether any Contributions required in the event the Council does not call for the School Land}

3. **[Infrastructure Delivery Plan]**

- 3.1 The first reserved matters application shall be accompanied by the [Infrastructure Delivery Plan], which shall be in accordance with the principles of the framework infrastructure delivery schedule appended to the Agreement.
- 3.2 The Development shall not be commenced until the Owner or the Developer has submitted and the Council has (in consultation with the Highway Authority and National Highways as appropriate) approved in writing the [Infrastructure Delivery Plan].
- 3.3 Each application for Reserved Matters shall be accompanied by an updated [Infrastructure Delivery Plan] and the development comprised in those Reserved Matters shall not be commenced unless and until the Council has approved the relevant [Infrastructure Delivery Plan] in writing.
- 3.4 The development shall be carried out in accordance with the then current approved version of the [Infrastructure Delivery Plan] subject to such amendments and variations as may be agreed in writing by the Council from time to time.

4. **Sustainable Travel**

Sustainable Travel Scheme

- 4.1 The Development shall not be occupied unless and until a Sustainable Travel Scheme has been submitted to and approved in writing by the Council PROVIDED THAT the Sustainable Travel Scheme shall follow the principles in the Mobility, Monitoring and Managing Strategy and which may be updated from time to time with the written approval of the Council.
- 4.2 The Sustainable Travel Scheme shall be guided by the principles and objectives of the Sustainable Travel Strategy at Appendix [X] and shall seek to influence the travel choices made by residents of and visitors to the Development and in particular shall:
- 4.2.1 seek to maximise the opportunities for people to walk and cycle to, from and around the Development;
 - 4.2.2 provide a Mobility Hub in the Village Centre (and an Interim Mobility Hub pending the opening of the permanent Mobility Hub) to provide and encourage the use of cycles, hire bikes, electric bikes, scooters, car-

pooling, car hire, and similar alternatives to car ownership and single-occupant car travel;

- 4.2.3 investigate the feasibility of the creation of mobility hubs off-site to operate in conjunction with the Mobility Hub in the Village Centre;
 - 4.2.4 investigate the feasibility of establishing delivery and servicing arrangements for the Development which minimise the need for vehicular use within the Development;
 - 4.2.5 create the environment for working at home or a Third Place (to be defined through initiatives such as the roll-out of super-fast broadband through the Development);
 - 4.2.6 implement measures to maximise the availability of information regarding sustainable travel choices to those residents at or using the Development (including the provision of residents' travel packs); and
 - 4.2.7 details of the responsibilities of the Community Concierge to be appointed pursuant to para 4.8 below.
- 4.3 The Sustainable Travel Scheme shall include details of the operating hours and functions of the Mobility Hub (and for any interim Mobility Hub which operates pending the opening of the permanent Mobility Hub), including setting out how the Community Concierge will operate from the Mobility Hub, and its responsibilities and operational requirements.
- 4.4 The Owner shall use reasonable endeavours to consult and liaise with local employers and the developers and travel plan co-ordinators of other developments in the Council's area to establish whether it is feasible to promote joint measures or initiatives so as to increase the effectiveness and sustainability of the sustainable transport measures and where it is feasible to do so the Owner shall use reasonable endeavours to give effect to such joint measures or initiatives.
- 4.5 The Development shall be occupied in accordance with the approved Sustainable Travel Scheme PROVIDED THAT the Sustainable Travel Scheme may be updated from time to time with the written approval of the Council.

Mobility Hub and Interim Mobility Hub

- 4.6 The permanent Mobility Hub shall be [within the land shaded []], being a location within the Development where information on mobility can be readily accessed and assistance given in achieving personal travel planning improvements. The hub will offer a range of facilities and as a minimum: personal travel planning, bike sharing, bike stop offering tools and assistance with repairs, car clubs and car sharing and electric vehicle charging points, information on walking, cycling and public transport information, and (if feasible) parcel drop off and collection.
- 4.7 The Interim Mobility Hub shall be a temporary location within the Development which accommodates the following as a minimum: personal travel planning, bike sharing, bike stop offering tools and assistance with repairs, car clubs and car sharing, information on walking, cycling, and public transport information.
- 4.8 No more than [TBC] Dwellings shall be occupied unless and until the Interim Mobility Hub is open for use in accordance with the Sustainable Travel Scheme.

- 4.9 No more than [TBC] Dwellings shall be occupied unless and until the Permanent Mobility Hub is open for use in accordance with the Sustainable Travel Scheme.

Community Concierge

- 4.10 The Development shall not be occupied until the Community Concierge has been appointed by the Owner and full details of the person appointed have been provided to the Council.
- 4.11 The Community Concierge shall manage the measures set out in the approved Sustainable Travel Scheme and shall liaise and consult with the Council's [TBC] on a regular basis and shall arrange meetings with the said [TBC] to discuss progress with the Sustainable Travel Scheme no less frequently than [quarterly].
- 4.12 The Community Concierge shall be person or persons employed to provide and co-ordinate the mobility services from the Interim Mobility Hub and then the Mobility Hub.

Sustainable Bus Service

- 4.13 Subject to para 4.19 below the Development shall not be Occupied unless and until the Owner (having consulted with [TBC]) has submitted and the Council has in approved in writing the Sustainable Bus Scheme (including details of how it is to be funded through the Sustainable Bus Fund). [Level of funding to be discussed]
- 4.14 The Sustainable Bus Scheme to be submitted under para 4.14 shall include the following details:
- 4.14.1 the details of a bus service whether fixed route or demand responsive to serve the Development including details of the proposed routes (which shall include Preston City Council);
 - 4.14.2 details from when the service will commence, by reference to the programme for delivery of the Development;
 - 4.14.3 confirmation of the party responsible for operating the bus service;
 - 4.14.4 the timing and frequency of the bus service or the maximum wait time by time of day for a demand responsive service;
 - 4.14.5 proposals for ensuring the effectiveness and sustainability of the bus service;
 - 4.14.6 an explanation of how the Sustainable Bus Fund is to be used to fund the bus service;
 - 4.14.7 proposals for the annual review of the bus service with the objective of ensuring it continues to be effective.
- 4.15 Subject to para 4.19 the Development shall be operated in accordance with the approved Sustainable Bus Scheme and approved Sustainable Bus Fund arrangements subject to such amendments as may be agreed in writing by the Council from time to time.
- 4.16 The approved Sustainable Bus Scheme and Sustainable Bus Fund shall be sufficient to ensure that a bus service shall be provided and maintained by the

said fund until [TBC] years from the First Occupation of a Dwelling on the site, after such time the bus service is anticipated to become self-funding.

Annual Review

- 4.17 The Owner shall prepare and provide to the Council an annual report detailing the performance of the measures comprised in the Sustainable Travel Scheme by reference to the Mobility, Monitoring and Managing Strategy and detailing how the monies from the Sustainable Bus Fund have been expended on the Sustainable Bus Scheme during the previous 12 months and setting out any proposed improvements and/or amendments to the Sustainable Travel Scheme and the Sustainable Bus Scheme proposed by the Owner for the following 12 months and the Owner shall implement or procure the implementation of those improvements and/or amendments that are approved in writing by the Council.
- 4.18 The Owner shall monitor the performance of the Sustainable Travel Scheme and the Sustainable Bus Scheme on an ongoing basis and if it considers that changes should be made in between the Annual Reviews referred to at para 4.17 above then it shall propose such changes to the Council and if the Council shall approve the same in writing the Owner shall comply with the Schemes as changed.
- 4.19 If prior to the submission of the Sustainable Bus Scheme under para 4.13, or at any time after the Sustainable Bus Scheme shall have commenced operation, if the Owner considers that there is a more effective means of providing sustainable transport than the operation of the Sustainable Bus Scheme, then the Owner may submit to the Council for approval details of such measures together with details of the costs thereof as an alternative to, or to supplement, the Sustainable Bus Scheme.
- 4.20 In the event that the Council approves the details submitted under para 4.19, then the Owner shall be permitted to use the Sustainable Bus Fund for such alternative measures instead of the Sustainable Bus Scheme in accordance with the approved details.

Flexible Travel Fund

- 4.21 No more than 400 Dwellings may be occupied until the Owner has submitted details of the proposed Flexible Travel Fund Account and associated Steering Group and the Council has approved the same in writing.
- 4.22 No more than 500 Dwellings may be occupied until the Flexible Travel Fund Account has been set up in accordance with the approved details.
- 4.23 On each of the first 5 anniversaries of the occupation of the 500th Dwelling the Owner shall undertake a survey (in accordance with a methodology and a form that have been approved in writing by the Council) to establish whether the Basic Triggers have been exceeded. (The Basic Triggers are the traffic numbers that were assumed in the Transport Assessment submitted with the planning application.)
- 4.24 If none of the Basic Triggers are not exceeded then none of the Flexible Travel Fund shall be expended.
- 4.25 If any of the Basic Triggers are exceeded then the Owner shall submit to the Council for approval a Flexible Travel Fund Scheme, which shall set out the Additional Measures that shall be implemented to seek to ensure that the Basic Triggers are not exceeded.

- 4.26 The development shall be carried out in accordance with the approved Flexible Travel Fund Scheme(s).

{Once the above principles are agreed, the drafting provisions will be made more detailed}

5. **Delivery of Spine Road**

- 5.1 The land shown edged [] on Plan [] ("the Spine Road Land") shall be safeguarded and shall be used for no other purpose other than the provision of the Spine Road save for landscaping or interim or meanwhile uses as may be approved in writing by the Council and for which any required planning permissions have been obtained.
- 5.2 Upon approval of Reserved Matters for a Phase including an element of the Spine Road, the extent of the Spine Road Land safeguarded for the construction of the Spine Road shall be reduced to such area as is required in accordance with the relevant Reserved Matters.
- 5.3 The Spine Road shall be constructed in accordance with the Spine Road Criteria and shall be delivered in accordance with the approved [Infrastructure Delivery Schedule/Phase Delivery Plan] subject to such amendments as may be agreed by the Council in writing from time to time. No more than 90% of the Dwellings within a Phase may be occupied unless and until that part of the Spine Road to be delivered in conjunction with that Phase as shown in the approved [Infrastructure Delivery Plan] has been constructed to the reasonable satisfaction of the Council (detail to be agreed).
- 5.4 With regards to the area of the safeguarded land within the Bee Lane Phase (Phase 5) if the Council shall have confirmed in writing by [date/trigger event TBC] that it has secured the required land interests, consents and funding and wishes to connect the Spine Road to the CBLR, the Owner shall prepare the Reserved Matters Application for Phase 5 in accordance with the Council's proposed connection. In the event that the Council has not provided such written confirmation (together with the required supporting information) to the Owner by [date] the obligation to safeguard the land within Phase 5 shall cease and the Owner shall no longer be obliged to provide connections into the CBLR from Phase 5.
- 5.5 {Trigger to be discussed with Council, and form of transfer to be appended to Section 106 Agreement}
- 5.6 The Owner shall permit third parties connect into the Spine Road at boundaries with third party land upon the following terms:
- 5.6.1 Following the Owner receiving written notice from a Third Party that the Council has granted planning permission for the development of Third Party Land which includes a road which is intended to connect into the Owner's part or parts of the Spine Road and that the Third Party wishes to proceed to make such connection, the Owner covenants to use reasonable endeavours to enter into an agreement with the Third Party substantially in the form as appended to the S106 Agreement to permit the Third Party to undertake the works needed to enable the Third Party's road to connect into the Owner's part or parts of the Spine Road and thereafter allow public use of such road, and in particular:

- 5.6.2 within [4 weeks] of receipt of the written notice the Owner shall provide to the Third Party for approval the proposed heads of terms for such agreement which shall be generally in accordance with the terms set out at Appendix [X];
- 5.6.3 within [4 weeks] of the agreement of the heads of terms the Owner shall provide to the Third Party the draft agreement giving effect to the agreed heads of terms and thereafter the Owner shall use reasonable endeavours to negotiate and finalise and complete the agreement with the Third Party as soon as reasonably practicable

PROVIDED THAT the Owner shall be entitled to be paid the Market Value for permitting such connection to be made to the Owner's part or parts of the Spine Road.

- 5.6.4 If an agreement has not been entered into with a Third Party within 6 months of the service of the notice referred to above then if the Council so directs in writing the Owner shall use reasonable endeavours to negotiate and enter into an agreement with the Council direct for the connection of a Third Party's road to the Owner's part or parts of the Spine Road in accordance with the terms set out at Appendix [X], and for the avoidance of doubt the Owner shall be entitled to be paid Market Value for permitting such connection to be made.
- 5.6.5 If an agreement for the connection of a Third Party's road with the Owner's part or parts of the Spine Road has not been entered into within 9 months of the date of the notice referred to above then the matter may be referred by either the Owner or the Council for determination in accordance with [expert determination] and the Owner shall enter into the agreement on such terms the expert shall determine in accordance with the terms at Appendix [X].

6. **Travel Network Improvements (Highways, Pedestrian and Cycle Routes)**

Highways Improvements

- 6.1 The Infrastructure Delivery Schedule submitted with the first application for Reserved Matters shall include a high level programme for the following Highways Improvements:
- 6.1.1 improvements to the Bee Lane/Leyland Road junction, as shown on Plan [X];
- 6.1.2 introduction of traffic control measures on, and on the approaches to, the Bee Lane bridge, as shown on Plan [Y];
- 6.1.3 the provision of a pedestrian crossing on Leyland Road to facilitate access to Moor Hey School, as shown on Plan [Z], and
- 6.1.4 improvements to the A582, as shown on Plan [AA] - **TBC**
- 6.2 The Highways Improvements will be defined as works to the local highway network under section 278 agreements and will be shown on indicative plans appended to the section 106 agreement.

- 6.3 The Development in a Phase shall not be commenced until the Owner has submitted and the Council has (in consultation with the Highway Authority and National Highways, as appropriate) approved in writing the detailed plans and a delivery programme for the Highways Improvements associated with that Phase as set out in the approved Infrastructure Delivery Schedule.
- 6.4 No dwelling within a Phase of the Development shall be occupied unless and until the Highways Improvements associated with that Phase as set out in the approved [Infrastructure Delivery Schedule/Phase Delivery Plan] have been completed in accordance with the details and programme approved under para 6.3 above.

Pedestrian and Cycle Routes Improvements/Contributions

- 6.5 The [Infrastructure Delivery Plan/Phase Delivery Plan] submitted with the first application for Reserved Matters shall include a high level programme for the following Pedestrian and Cycle Routes Improvements:
- 6.5.1 improvements, as appropriate, to adopted highway connection retained linking to the residential area of Cloughfold providing active travel access to the west of the site including facilities in Penwortham, as shown on Plan [A];
 - 6.5.2 improvements to part of Footpath 7-9-FP43 linking to the adopted highway at Cloughfold to provide improved surfacing, lighting and upgrade to bridleway status, as shown on Plan [B];
 - 6.5.3 improvements to part of Footpath 7-9-FP42 connection towards Kingsfold Drive to the north to provide improved width, surfacing, lighting and upgraded to bridleway status to facilitate active travel links to the existing Kingsfold community, as shown on Plan [C];
 - 6.5.4 improvements to footpath 7-9-FP46 connection retained between Bramble Court and Moss Lane to facilitate pedestrian links to the Kingsfold community, as shown on Plan [D];
 - 6.5.5 improvements to footpath 7-9-FP49 connection retained between Queens Court Avenue and Bee Lane to facilitate pedestrian links to the Kingsfold community, as shown on Plan [E]; and
 - 6.5.6 improvements to footpath 7-9-FP52 connection retained between Sumpter Croft and Bee Lane to facilitate pedestrian links to the Kingsfold community, as shown on Plan [F].
- 6.6 The Development in a Phase shall not be commenced until the Owner has submitted and the Council has (in consultation with the Highway Authority) approved in writing the Phase Pedestrian and Cycle Routes Improvements Scheme for that Phase.
- 6.7 *{The Phase Pedestrian and Cycle Routes Improvements Scheme for a Phase shall be a more detailed scheme for how the PROW are to be diverted. The general programme and identification of the Phase which such diversion is associated with will be included in the [Infrastructure Delivery Schedule/Phase Delivery Plan]. The Scheme will also set out whether TW/HE are to undertake the improvement works themselves, or pay a contribution to the Council for the Council to do them.}*
- 6.8 The dwellings in a Phase shall not be occupied either:

- 6.8.1 until the relevant Pedestrian and Cycle Routes Improvements have been completed in accordance with the approved Phase Pedestrian and Cycle Routes Improvements Scheme for that Phase to the reasonable written satisfaction of the Council; or
 - 6.8.2 until the Owner has paid to the Council the relevant Pedestrian and Cycle Routes Improvement Contribution to the Council.
- 6.9 No more than 50 Dwellings shall be occupied until the Owner has paid to the Council the contribution of [£10,000] towards improvements to PROW footpath 7-9-FP46.

7. Delivery of Village Centre - for discussion

- 7.1 No Dwellings shall be occupied until the Interim Village Centre (extent to be defined) has been provided and is open to the public.
- 7.2 No more than [TBC] Dwellings within the Development shall be occupied until an Interim Village Centre [to be defined] has been Practically Completed and is available for use by the public.
- 7.3 A scheme for the design of the permanent Village Centre and Mobility Hub will be provided prior to the occupation of [TBC] Dwellings.
- 7.4 No more than [TBC] Dwellings shall be occupied until a scheme for the delivery of the Permanent Village Centre has been provided to [and approved by] the Council.

8. Biodiversity Net Gain [FOR DISCUSSION]

- 8.1 The Development shall not be commenced until the Owner has submitted and the Council has approved in writing the Biodiversity Enhancement and Offset Scheme which shall be updated with each Reserved Matters Application.
- 8.2 The Biodiversity Enhancement and Offset Scheme shall identify and calculate the impacts on biodiversity calculated in accordance with the DEFRA Metric Version 3.1 (or any subsequent version or document which replaces it at the time of submission of the said Scheme) and shall include full details of the measures to be taken on the Site and/or off-site for the purposes of achieving a measurable biodiversity net gain of at least {TBC} above the existing baseline and the said Scheme shall include full details of:
 - 8.2.1 an up to date baseline assessment of the Site and a measured assessment of the proposed strategy to demonstrate the net gain achieved;
 - 8.2.2 an explanation of how the ecological mitigation hierarchy has been applied so as to avoid, mitigate or in the last resort compensate for loss of biodiversity;
 - 8.2.3 the location, extent and habitat type of areas within the Site which are proposed to be (i) retained and enhanced and (ii) created, for the purposes of enhancing the ecological value of the Site;

- 8.2.4 the location, extent and habitat type of areas off-site within the administrative area of South Ribble which are proposed to be created or enhanced for the purposes of achieving an uplift in the ecological value of such off-site areas, and/or achieving such uplift as a direct result of funding by the Owner or Developer, including the purchase of ecological credits;
- 8.2.5 works to facilitate the enhancement and establishment of the proposed habitats, including any contouring, soiling, seeding, cultivation, planting, water feature provision or drainage works to be undertaken;
- 8.2.6 planting specifications for any shrubs, trees, woodlands or hedgerows to be provided;
- 8.2.7 soil depths, soil composition and specifications, cultivation methods, seed mixes and seeding methods;
- 8.2.8 the programme for the delivery and implementation of the approved Scheme; and
- 8.2.9 proposals for the management and monitoring measures to be taken to ensure the strategy achieves the desired outcome
- 8.2.10 details of any payments to be made by the Owners (or Developer) to off-set the impacts of the Development,

with the requirement that measures on the Site shall be provided for no less than 30 years from the date on which they are provided.

- 8.3 The measures in the approved Biodiversity Enhancement and Offset Scheme shall thereafter be implemented in accordance with the approved Scheme subject to such amendments as may be approved in writing by the Council from time to time.

9. **Sports and Recreation [For discussion]**

- 9.1 Sports and Recreation Contribution: Agreed with Sports England at £1,647,768 such sum to be index linked from the date of the Section 106 Agreement.
- 9.2 [Payment to be made in instalments tied to Phases by number of houses in each Phase with [50% payable at 50% Occupation and remainder paid at 100% Occupation of a relevant Phase].]
- 9.3 The Council will allocate the funds as received in accordance with Sports England's latest publish Playing Pitch Strategy.

10. **Local Employment and Training [For discussion]**

- 10.1 The Development shall not be commenced until the Local Employment and Training Plan has been submitted to and approved in writing by the Council.
- 10.2 The Local Employment and Training Plan shall contain the targets and the measures which the Owner will employ in seeking to achieve the target that at least [AA%] of the total number of jobs available during the construction of the

Development shall be taken by Local Residents and thereafter the Owner shall use reasonable and commercially prudent endeavours to achieve that target.

- 10.3 *[Local Residents to be defined]*
- 10.4 [In preparing and implementing the Local Employment and Training Plan the Owner shall use reasonable endeavours to ensure that the employment and training opportunities identified at paragraph [] are made available to residents in Target Areas (to be agreed by the Council).]
- 10.5 The Development shall be carried out in accordance with the approved Local Employment and Training Plan subject to such amendments as may be agreed in writing by the Council from time to time.
- 10.6 No later than [2] months prior to the commencement of the Development the Owner shall meet with representatives of the Council's [TBC] Team and provide the baseline employment figures which are expected to be created during the construction period of the Development and a schedule and explanation of the job opportunities that will be provided to Local Residents [(including residents in Target Areas)] during the construction phase of the Development.
- 10.7 The Owner shall liaise and consult with the Council's [TBC] Team on a [six monthly] basis to ensure that the Council are aware of forthcoming employment opportunities so that they can be brought to the attention of Local Residents [(including residents in Target Areas)] and the Owner shall use reasonable endeavours to attend job fairs and similar events which are notified to it by the Council.
- 10.8 The Owner shall use reasonable endeavours to ensure that arrangements are put in place so that relevant job vacancies for the construction period can be notified exclusively to Local Residents [(including residents in Target Areas)] for a period of at least 2 weeks prior to being advertised generally.
- 10.9 During the construction phase of the Development the Owner shall provide the Council's [TBC] Team with monitoring returns in respect of the employment of Local Residents [(including those in Target Areas)] on a [six-monthly] basis
- 10.10 [For Discussion – will we commit to local jobs etc in the operational phase?]

11. **Estate Management**

- 11.1 The Development shall not be [occupied] unless and until the Owner has submitted and the Council has approved in writing the Estate Management Scheme together with details of the entity or entities that shall have responsibility for the future management of the Development.
- 11.2 The Development shall be occupied and managed in accordance with the approved Estate Management Scheme subject to such amendments or updates as are approved in writing by the Council from time to time.
- 11.3 The Owner shall retain responsibility for the management of the Development until such time as such responsibility is transferred to the relevant entity in accordance with the approved Estate Management Scheme.

12. **Air Quality Mitigation**

- 12.1 Each Reserved Matters application shall be accompanied by an Air Quality Mitigation Scheme which shall set out the measures to be implemented by the Owner to mitigate the impacts on air quality of that part of the Development such Scheme to include a calculation (by reference to the DEFRA Guidance) of the extent to which the measures mitigate the harm to air quality.
- 12.2 [The DEFRA Guidance will be defined as the guidance documents issued by the Department for the Environment, Food and Rural Affairs in March 2021 entitled "Air Quality Appraisal: Damage Cost Guidance" and "Damage Cost Appraisal Toolkit"]
- 12.3 [The Air Quality Mitigation Scheme shall set out the mitigation measures considered and those which are proposed to address air quality impact, including (but not limited to) the provision of electric vehicle charging points in the Development; the provision of residents' travel packs promoting sustainable means of travel; the provision of a Mobility Hub; the provision of cycle storage as part of the Development and off-site; schemes providing support for cycle purchase or hire; the promotion of walking and cycling and support for walking and cycling initiatives; the promotion of travel by public transport, and the delivery and servicing arrangements for the Development.]
- 12.4 The Development shall be carried out in accordance with the relevant approved Air Quality Mitigation Scheme subject to such amendments as may be agreed in writing by the Council from time to time.
- 12.5 In the event that the measures identified in an Air Quality Mitigation Scheme are insufficient to mitigate the full extent of the identified potential harm to air quality then the Air Quality Mitigation Scheme shall include a calculation of an Air Quality Mitigation Balancing Payment being a sum that reflects in monetary terms the shortfall between the overall harm to air quality resulting from the relevant part of the Development and the extent of the mitigation that will be achieved through the implementation of the measures identified in the Air Quality Mitigation Scheme.
- 12.6 Where an Air Quality Mitigation Balancing Payment is due pursuant to paragraph 12.5 no Dwelling included in the relevant reserved matters shall be occupied unless and until the relevant Air Quality Mitigation Balancing Payment has been paid by the Owner to the Council.
- 12.7 Any Air Quality Mitigation Balancing Payments shall be calculated in accordance with {TBC} PROVIDED THAT the aggregate total of any Air Quality Mitigation Balancing Payments shall not exceed the sum of £252,046.

ESI

DRAFT – 14 June 2022