

Land South of Paxcroft Meads, Trowbridge

Executive Summary for an Agreement under Section 106 of the Town and Country Planning Act 1990 between the Developers and Wiltshire County Council

1 Introduction

The officers of Wiltshire County Council (the County Council) and the Developers have negotiated an agreement under Section 106 of the Town and Country Planning Act 1990 which contains the obligations set out below. The obligations relate to the functions carried out by the County Council as the Education and Highways Authority. The obligations have been agreed in order to mitigate the impact of the development on the land south of Paxcroft Meads, Trowbridge (the Site) sought under planning application reference 04/02105/OUTES. The development includes residential dwellings, a Primary School, highway provision and other associated engineering works.

2 Education

- 2.1 Following commencement of the development the County Council will pay to the Developer a contribution of £611,000 towards the Primary School after receipt of which the Developer is to begin construction of the Primary School in accordance with the Agreement and a separate School Project Agreement. Upon the County Council confirming that the Primary School has been completed as agreed, the Primary School will be transferred to the County Council. The transfer will take place within 18 months of when the first new dwelling is started on the Site unless otherwise agreed with the County Council in accordance with the Agreement.
- 2.2 If the Primary School has not been completed and transferred within the agreed period:
- (a) the Developer will, if need is shown to exist, provide temporary education facilities consisting of three temporary classrooms with such supporting ancillary facilities as are reasonably be required by the County Council. Further additional classrooms may be required by the County Council upon the residential occupation of the 200th, 300th and 400th new dwelling on the Site.
 - (b) the Developer agrees with the County Council that it will pay the proper and reasonable travel costs incurred by the County Council in providing transport for the children residing in the new dwellings to the closest Primary School in the vicinity of the Site at which places are available.
- 2.3 The requirement to provide temporary education facilities and payment of related travel costs of the pupils is to cease on the earlier of the date that the Primary School is completed and is in use as a primary school or 2 years after the contract entered into for the construction of the Primary School has ended.

- 2.4 The County Council, along with West Wiltshire District Council and the Developer, has agreed that the school hall within the Primary School will be made available for community use.

3 Highway Works

- 3.1 The Developer will carry out the highway works as agreed with the County Council which includes the provision of a distribution link road, works to the pedestrian and cycleway network and new public transport infrastructure (the Highway Works).
- 3.2 The Highway Works will start before any new dwelling constructed on the Site is occupied.
- 3.3 Prior to the occupation of the first new dwelling constructed on Site:
- (a) the distributor link road to serve the development between Leap Gate and West Ashton Road is to be made available for use by public transport between Leap Gate and the Primary School junction within the Site.
 - (b) the improvements to Green Lane as agreed with the County Council will be completed.
 - (c) the roundabout on West Ashton Road will be completed.
- 3.4 The Developer has agreed that vehicular access between the Primary School junction and the Ashton Road junction will not be allowed for the occupants of the new dwellings prior to the occupation of the 225th dwelling.
- 3.5 No more than 225 dwellings will be constructed and no more than 50% of the floor area of the buildings permitted on the Employment Land will be occupied until a certificate has been issued by the County Council providing evidence that the Highway Works have been completed in respect of both the Hilperton Relief Road and the distributor link road which will serve the development linking Leap Gate with West Ashton Road and both routes shall be open for use by the public.
- 3.6 The Hilperton Relief Road is to be completed and open for use by the public prior to the distributor link road being opened for use by the public and before the 4th anniversary of the development having commenced on the Site.
- 3.7 Green Lane is to be improved along the northern boundary of the Site so that it is available for use as a footpath/cycleway prior to the first occupation of any dwelling on any adjacent phase of the development. The new footpath/cycleway links into the Site from Green Lane are to be available for use as early as possible in the development programme for those phases and use during construction will be allowed as is deemed safe. The footpath/cycleway will, in any event, be available for use no later than occupation of the last dwelling in the phase of the development that abuts any part of the connecting links.

- 3.8 The following are to be completed and available for use prior to the opening of the Primary School:
- (a) vehicular access from Leap Gate to the Primary School junction. This vehicular access is to be available in any event prior to the occupation of the 100th new dwelling constructed on the Site.
 - (b) the footway and cycle route to the Primary School and phases of the development where residential occupation has begun.
 - (c) the footways and cycle links between Paxcroft Mead and the Primary School.
 - (d) the footway and cycle links between West Ashton Road and the Primary School.
- 3.9 The Developer is to provide a Routing Agreement which will ensure that construction traffic will generally access the site from West Ashton Road. The Routing Agreement will be provided before commencement of development and the development is not to commence until the County Council has provided its written approval.
- 3.10 During the construction of the development, the Developer will ensure, so far as possible that:
- (a) West Ashton Road is used as a principle means of access to the Site for construction traffic.
 - (b) construction traffic leaving the Site is to exit via West Ashton Road and not Leap Gate.
 - (c) the written approval of the County Council will be obtained prior to the use of Leap Gate by construction traffic entering the Site.

4 Green Travel

- 4.1 Before the Primary School physically opens for the admission of pupils, the Developer will submit to the County Council a Green Travel Plan for the Primary School. The Green Travel Plan will accord with the principles set out in the Green Travel Plan Framework. The Green Travel Plan Framework has already been submitted to and approved by the County Council.
- 4.2 The Developer will implement the Green Travel Plan upon the first occupation of the Primary School and will take all reasonable steps to comply with the plan.

5 Supervision Fee

- 5.1 The Developer has agreed to pay to the County Council the sum equal to 4% of the estimated costs of the Highway Work. This sum will be used towards the administrative and technical expenses incurred by the County Council including the cost of supervision and inspection of the Highway Works.

5.2 The Developer has agreed to enter into a bond in favour of the County Council in respect of the Highway Works to secure the performance of the Developer's obligations. That bond will be in place prior to commencement of the development.

6 Road Traffic

6.1 The County Council has agreed with the Developer that it will use all reasonable endeavours to bring into effect traffic regulations or highway orders that are necessary and the Developer agrees to pay the County Council's costs incurred in the preparation of such orders up to the sum of £5,000 for each order whether or not they are implemented.

7 Commuted Sum for Maintenance of Works to Existing Highway

7.1 Prior to the issue of the final certificate in respect of the Highway Works, the Developer is to pay to the County Council a commuted sum calculated in accordance with the County Council's policies for maintenance of the improvements to the existing public highway carried out in accordance with Agreement.

8 General Provisions

8.1 The Agreement contains the usual legal and technical clauses required by the County Council when entering into an agreement of this kind. The clauses in the Agreement have been agreed with the solicitors acting for the County Council. The general clauses include the Developer's agreement to indemnify the County Council against claims for compensation, damages, costs, charges and other such payments arising in connection with the carrying out of the Highway Works.