

Land South of Paxcroft Mead, Trowbridge

Executive Summary for an Agreement under Section 106 of the Town and Country Planning Act 1990 between the Landowners and West Wiltshire District Council

1 Introduction

The officers of West Wiltshire District Council (the District Council) and the Landowners have negotiated an agreement under Section 106 of the Town & Country Planning Act 1990 which contains the obligations set out below in order to mitigate the impact of the development on the land south of Paxcroft Meads, Trowbridge (the Site) sought under planning application reference 04/0210S/OUTES. The development includes residential dwellings, a local shop, public open space, recreation facilities and associated works.

2 Contributions

2.1 The Landowners will pay the following contributions to the District Council:

- (a) an Affordable Housing Contribution will be paid in respect of 33 dwellings to be provided off-site. Payment will be made in instalments upon the occupation of the 1st, 50th, 150th, 250th, 350th and 450th units for general sale (the Market Units).
- (b) an Arts Contribution of £84,000 will be provided for the provision of publicly accessible works of art within the development.
- (c) an Open Space Commuted Sum calculated in accordance with the District Council's relevant policies for the maintenance of public open space (if the District Council takes on the open space).
- (d) the Playing Pitches and Pavilion Commuted Sum of £412,000 before the 225th dwelling on the site is occupied.
- (e) a Waste Recycling Facility Commuted Sum of £5,000 for waste recycling purposes.
- (f) a Flood Defence Contribution of £66,838.46 towards the alleviation of flooding (now paid).

2.2 All sums are index-linked.

3 Affordable Housing

3.1 The Landowners will provide 162 units of Affordable Housing on the Site.

3.2 The Affordable Housing Units on the Site will be rental units.

3.3 All the Affordable Housing in each phase will be built before 75% of the Market Units in that phase are occupied.

- 3.4 Occupation of the Affordable Housing Units will be in accordance with the District Council's form of Nomination Agreement.
- 3.5 The Affordable Housing Units will be designed so they are materially undistinguishable from the Market Units except as far as it is necessary for the Landowners to meet the latest Housing Corporation Development Scheme Standards.
- 3.6 In the event the RSL is unable to provide the Affordable Housing in the quantity, tenure and mix agreed by the District Council for the Affordable Housing Consideration and Housing Corporation Grant the Agreement contains a mechanism which allows other RSLs to be consulted. The RSLs consulted will be chosen by both the District Council and the Owners. The RSL which can provide the Affordable Housing closest to the prevailing priorities of the District Council and Owners will be chosen.

4 Open Space and Play Areas

- 4.1 The amount of Open Space Land will not be less than 3.55 hectares. The exact amount will be agreed with the District Council at reserved matters stage so as to ensure the boundaries of the open space directly abut the curtilages of the adjoining residential units, highways and other such infrastructure etc.
- 4.2 The calculation for the Open Space Commuted Sum will be in line with the District Council's relevant policies when the exact amount of Open Space Land to be provided is fixed.
- 4.3 The Open Space Land will be laid out to the specification agreed with the District Council.
- 4.4 The Open Space Land may be transferred in whole or part to the District Council to maintain (with the benefit of the Open Space Commuted Sum) or maintained by the Landowners. The Open Space Land may only be maintained by the Landowners if the District Council approve a Management Agreement setting out the detail of how the land will be managed and maintained.
- 4.5 Play Areas will also be provided on the Site as agreed with the District Council and to an agreed standard.

5 Retail Unit

- 5.1 The Landowners have agreed a marketing plan with the District Council officers for the marketing of the Retail Unit. The Landowners are to accept an offer for the Retail Unit which meets the criteria set out in the Agreement.
- 5.2 If an offer to purchase the Retail Unit is accepted, the Landowners are to transfer the Retail Unit and advise the District Council when it will be open for trade.
- 5.3 If an offer for the Retail Unit has not been made and accepted by the 4th anniversary of the development having commenced or 2 years following the occupation of the

225th dwelling the District Council will be notified. Marketing of the Retail Unit will continue for a further year but its use will no longer be restricted to local convenience shopping.

6 Public Art

- 6.1 The Landowners will appoint a public arts consultant to liaise with the District Council and commission work of artists and crafts people which to be included in the development.
- 6.2 Within 12 months of commencing the development, the Landowners will submit an Arts Scheme to the District Council for approval. The Arts Scheme will identify the arts projects to be included in the development and the cost of those projects.
- 6.3 The Arts Scheme will be implemented to the District Council's satisfaction prior to the occupation of the 300th dwelling.
- 6.4 If the Arts Contribution is not spent or allocated by the Landowners within five years of the Arts Scheme having been approved, the Arts Contribution will be paid to the District Council who will use the contribution in accordance with the Arts Scheme.

7 Waste Recycling

- 7.1 The Landowners will construct the Waste Recycling Facility to an agreed specification before the 225th dwelling is occupied unless the District Council notifies the Landowner that it requires the Waste Recycling Commuted Sum to be used for kerbside recycling within Trowbridge.
- 7.2 On the Waste Recycling Facility being completed to the District Council's satisfaction the facility is to be transferred to the District Council and the Waste Recycling Commuted Sum will be paid for its maintenance.

8 Wildlife Management and Monitoring Plan

- 8.1 The Habitat Creation Ecological Management and Monitoring Plan (the Plan) submitted by the Landowners has been agreed with Wiltshire Wildlife Trust and approved by the District Council.
- 8.2 The Plan provides for the creation of the wildlife habitat including buffer planting, a wildlife meadow area and pond planting. A specification and timetable for these works are included in the Plan.
- 8.3 Within the Plan, there is a comprehensive management and monitoring plan for the future management and maintenance of the Ecological Area (which includes the Country Park) and the Buffer Zone which runs along the eastern edge of the Site.
- 8.4 The Landowners will implement the works to create the habitat prior to the commencement of the Development and to the District Council's satisfaction after which there will be compliance with the monitoring and maintenance elements of the Plan.

8.5 The Landowners have agreed not to install external lighting in specified areas of the development for ecological reasons.

9 General Provisions

9.1 The Agreement contains the usual legal and technical clauses required by the District Council when entering into a planning agreement of this kind.