

Gilston Area Section 106 Agreement - Heads of Terms for Village 7 Planning

Application Reference: 3/19/2124/OUT¹

1 General ²

Topic	Obligation Detail (justification, assumption)	Trigger
Indexation	All contributions to be indexed (unless stated otherwise) from a date to be identified and agreed in each case (including the specific index for relevant contributions)	N/A
Monitoring Scheme	To submit Monitoring Information (in an agreed form) to verify the key housing information in the preceding calendar year including the number of Occupations for each housing product and the mix and size of all Dwellings, including affordable. To provide updates tracking the S106 obligations that have been performed or discharged to date and those which remain to be performed	Annually, by 31 March each year bi-annually
Monitoring Costs	To pay the Council's and HCC's costs in connection with monitoring compliance of the S106. Payable in instalments	At agreed triggers

2 District Council and HCC covenants – Not necessary for Heads of Terms

3 Housing

Topic	Land Bound	Obligations	Triggers (if any)
Level of Affordable Housing	V7	No less than 23% of all Dwellings in Village 7 to be affordable [but the level can increase as a result of a Viability Review]. The affordable housing tenure is to be 60% Affordable Rent and 40% Intermediate products, unless agreed otherwise with EHDC. No more than 40% of the Dwellings in Village 7 to be affordable housing to ensure balanced and mixed community. Affordable Housing will be distributed within Village 7 (both in terms of location and timing of when delivered) and be designed to be tenure blind.	The triggers for delivery of the affordable housing shall be set out in the Residential Reserved Matters Area Affordable Housing Scheme.
Viability Reviews	V7	The Review(s) will have the potential to increase the level of affordable housing in Village 7 above the agreed minimum of 23% (capped at 40%). The Review/s will encompass the entirety of Village 7 with a minimum of 23% as an upward review only. Details of review(s) to be agreed.	Assumptions and mechanics for Review to be agreed through detailed S106 Scheduling.

¹ This Heads of Terms document relates to the V7 application and the obligations required in respect of V7 in determining that planning application. For ease, it adopts the same format as (and should be read in conjunction with) the Heads of Terms document that was considered by Members in respect of the V1-6 application on 28 February 2023. Where necessary and relevant the document also includes expected obligations for V1-6 for information purposes where it is thought helpful to assist with demonstrating comprehensive development. It is the preference of the LPA that there will be a single section 106 agreement in respect of both applications for the Gilston Area as a whole (if both applications receive a resolution to grant in a timely manner). However, it is acknowledged that it is technically possible to have separate agreements with mirror provisions (including occupation caps linked to delivery of infrastructure serving the Gilston Area as a whole and proportionate contributions) provided such agreements secure comprehensive delivery of infrastructure (for example in the event of delay in respect of the V7 application). The detail of this will be addressed as part of the section 106 agreement. It is also noted that a phasing planning condition is to be included in respect of Village 7 preventing development (save preliminary works) starting before the expiration of 6 months following the commencement of initial enabling works at Village 1 of the Gilston Area and the submission and approval of the phasing V7 and V1 phasing scheme.

² Not intended to be an exhaustive reference to proposed boilerplate provisions

Topic	Land Bound	Obligations	Triggers (if any)
Custom/Self-Build ³	V7	Plots equivalent to not less than 1% of the total number of Dwellings shall be made available for sale to those identified on the Council's Self-Build and Custom Build Register (Policy HOU8) (Self-Builders). Any plots not taken up by Self-Builders after marketing for 2 years shall be released and made available for Dwellings.	
Assisted Living Housing / Extra Care Housing	V7	<p>Not less than 20 of the total number of Dwellings across Village 7 to be restricted to use by Older Person's (55+) in the form of Extra care Housing and/ or Assisted Living Units (C3 Residential). Detailed arrangements to be agreed as part of the section 106 agreement.</p> <p>Not less than 130 of the total number of Dwellings across the Gilston Area to be restricted to use by[Older Person's (55+) or for adults of any age known by the County Council to have learning disabilities who are entitled to be provided Extra Care Housing. The LPA's preference is for this to be within and provided in two (2) facilities/locations. Unless provision is made within V7 then the full 130 units to be provided within V1-6. Detailed arrangements to be agreed as part of the section 106.</p>	
Accessible Dwellings	V7	<p>All houses and all ground floor apartments (where practically possible) shall be built to comply with M4(2) standards (i.e. wheelchair adaptable)</p> <p>15% of all affordable units (inclusive of houses and ground floor flats) shall be built to comply with M4(3) standards</p> <p>1% of all market houses and 1% of all market ground floor apartments shall be built to comply with M4(3) standards.</p>	
Housing Plans	V7	<p>The Owner shall submit for Council Approval a Village specific Housing Scheme that identifies for Village 7:</p> <ul style="list-style-type: none"> (a) the location of the Reserved Matters Areas and total number of Dwellings for the Village and in each Reserved Matters Areas. (b) the quantum of any: (i) Extra Care/ Assisted Living Housing; (ii) Self/Custom Build Plots. (c) the minimum levels of affordable in each Reserved Matters Area. (d) the proposed housing mix for the Dwellings (including Affordable Housing Dwellings) within the Village. <p>The Village Housing Scheme may be updated from time to time.</p> <p>The final tenure mix and house type mix for a Residential Reserved Matters Area (among other things) shall be set out and approved in the Residential Reserved Matters Area Affordable Housing Scheme for the relevant Residential Reserve Matters Area.</p>	<p>Village Housing Scheme shall be submitted alongside each Village Masterplan Submission for Council approval</p> <p>Each Residential Reserved Matters Area Affordable Housing Scheme shall be submitted alongside each Residential Reserved Matters Affordable Housing Area submission for Council approval</p>

³ as defined in Sections 1(A1) and 1(A2) of the Self Build & Custom Housebuilding Act 2015 (as amended)

4 Gypsy & Travellers and Travelling Showpeople

Topic	Land Bound	Obligations	Trigger/Restriction
Safeguarding of land for G&T Pitches and for Travelling Showpeople Plots as required by GA1 and HOU9	V1-6	<p>Serviced Land for 7 G&T Pitches to meet the identified local accommodation needs of East Herts' travellers to be safeguarded to the north of Village 4 in the location shown with a white star on parameter plan 5. The precise location of the safeguarded land will be defined in the Strategic Landscape Masterplan.</p> <p>Serviced Land for 8 Plots for Travelling Showpeople to meet the identified local accommodation needs of East Herts' travellers to be safeguarded in village 6 in the locations shown with a white star on the parameter plan 5 as part of the Village Masterplan. The precise location of the safeguarded land will be defined in the Village 6 Masterplan.</p>	
	V7	Serviced Land for 8 G&T Pitches to meet the identified local accommodation needs of East Herts' travellers is to be safeguarded in Village 7 in the location shown on the V7 Site parameter plan 5. The precise location of the safeguarded land will be defined in the Village 7 Masterplan	
Calls for Sites	Villages 4, 6 and 7	<p>Each area of safeguarded land will be subject to its own Reserved Matters Application and will accord with the relevant Masterplan.</p> <p>S.106 Agreement will define the process for the Council calling for the sites to come forward and the approach to marketing the site to be agreed by the Council.</p> <p>The purpose of this obligation is to ensure that the requirements of Policy GA1 and HOU9 are met through the timely delivery of sites to meet locally identified needs of the travelling communities.</p>	
Provision of Sites	Villages 4, 6 and 7	As per agreed marketing and delivery strategy in the s106.	

5 Governance and Stewardship

Topic	Land Bound	Obligations	Trigger/Restriction
Stewardship and Governance arrangements	V1-7	<p>The stewardship arrangements to be secured in the section 106 agreement shall be for the entire Gilston Area in general accordance with the Gilston Area Stewardship and Governance Strategy (December 2022) which shall be the responsibility of the V1-6 owner unless V7 commence ahead of V1-6 in which case the responsibility to set up the stewardship body will fall to V7 and V1-6 will be required to participate in collaboration with V7. The arrangements for V7 shall include:</p> <ol style="list-style-type: none"> a requirement to participate in a community ownership and stewardship body, set up in collaboration with the owner of the V1-6 site, on the basis of timing to be agreed with the Council. The S106 shall define the form and responsibilities of the body(ies), but likely to comprise a single Community Management Trust (CMT) for the entirety of the Gilston Area (V1-6 and V7) and a Community Interest Company (CIC).¹ 	timing to be agreed with the Council

		<p>In all circumstances the parties delivering the CMT will be expected to:</p> <ol style="list-style-type: none"> 2. set up a Shadow Advisory Board (SAB) in advance of the CMT – timing, roles, responsibilities and representation to be determined in agreement with the Council 3. the SAB and CMT to consult with existing and emerging communities on the care of assets and community development 4. prepare, submit and agree a long-term business plan, on timing to be approved by the Council. This plan shall be reviewed and updated from time to time and is to set out how suitable resources (which may include a service charge) will be secured to ensure the CMT is adequately skilled and can carry out its functions in perpetuity; 5. a process for engaging with the CMT on assets that the developer intends to offer to the CMT free of charge, in addition to those that it must offer the CMT (e.g. such as a community building and all areas of Strategic Open Space – see the Community section for these). The expectation is that the developer will offer some income generating assets 6. a process for disposing of any community assets and infrastructure that the CMT is unwilling to accept a requirement that, prior to any asset transfer, a certification process is undertaken to assess that the asset is fit for purpose, with the costs of this process being underwritten by the owner and with an appropriate mechanism to ensure that assets which fail the verification process will be made fit for purpose 7. a requirement that, prior to any asset transfer, a funding proposal will be prepared, submitted to and agreed by the Council setting out the management requirements relating to the asset and establishing that sufficient resources will be available in order to implement these; 8. Have regard to emerging stewardship proposals for HGGT and collaborate to seek to maximise opportunities; 9. a requirement that all asset disposals shall comprise of freehold transfer with title restrictions to prevent against inappropriate future development or long leases on peppercorn rents; and 10. a requirement to pay initial endowment funding of up to £112,500 (as the 15% cost contribution for V7 unless agreed otherwise) to support the setting up of the CMT and for other appropriate early activities including community engagement and development, on the basis of timing to be agreed with the Council 11. a requirement for a monitoring strategy to enable assessment of the delivery of outcomes against the objectives of the CMT 	
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6 Education Contributions

Land is to be reserved as set out at section 7 below and full costs of education delivery to be met by Gilston Area owners to enable education provision to be delivered by agreed triggers. The amount of the V7 education contributions assumes that the early phases of Villages 1-6 (such as Village 1) will start at a similar time as V7 (hence the potential 50/50 split for certain contributions) and that the amount of V1-6 early contributions could increase (up to 100% of the relevant contribution/instalment) if the Village 7 development was to be delayed or the actual V7 demand were lower than anticipated. , with V7 expected to pay its proportionate share prior to commencement. The section 106 will include education review provisions and an Education Review Group.

Topic	Land Bound	Amount ⁴	Detail (Trigger, justification, assumption)
Secondary Education Temporary Facilities Contribution⁵ (capped at £4.1m) but subject to DfE Scorecard costs	V7	Lower of 50% or £2.05 million or as required by application of the appropriately indexed DfE balanced Scorecard for school construction.	Triggers to be agreed. Payments in Equal instalments. The actual amount of the V1-6 and V7 temporary offsite secondary education costs depends on: <ol style="list-style-type: none"> whether the initial extra capacity at the V1 primary school can be utilised for onsite temporary secondary provisions (which would revenue support from the developers up to an agreed capped sum of no more than the alternative offsite costs); and the timing for and rate at which the V1-6 and V7 developments come forward, with each developer expected to pay a fair and reasonable contribution towards the costs of each instalment/contribution based on. their pro-rata share. The initial assumption of 50/50 split is based on the assumption that both developments will be starting at a similar time and that a new temporary facility will need to be constructed prior to first occupation in the Gilston Area to address the temporary needs of both developments.
SEND Education Contribution⁶	V7	£857,947	Payment in instalments and triggers to be agreed.
Secondary Education Off Site Transport Contribution⁷ (capped at £2.5m)	V7	Lower of 15% or £375,000	Triggers to be agreed. Payments in instalments on terms to be agreed.
Village 7 Primary School Contributions	V7	Equivalent of 2FE or up to 3FE primary provision	Financial Contribution: Sum paid by V7 Owner depends on the initial size of the V7 Primary School which would be delivered, equivalent to 2FE or up to 3FE. V7 share of the total contribution shall be proportionate to its actual child yield. The overall V7 contribution will be no less than 2FE and no more than the total 3FE contribution. If initially built to 2FE, then provision of the third FE will be subject to ERG review based on GA wide education need. If it is agreed that there is no need for a third FE then the safeguarded land will be released to Applicant for alternatives uses in accordance with a trigger to be agreed with HCC.

⁴ Unless stated otherwise, the Contributions are to be calculated by reference to the DfE Scorecard prevalent at the time of payment, subject to changes for indexation or any reasonable updates to the DfE Scorecard

⁵ The actual amount of this contribution is to be determined based on a mechanism that reflects actual demand and HCC transport policy

⁶ Being 15% of the total of £5,719,676, with the expectation that V1-6 will pay £4,861,700

⁷ The actual amount of this contribution is to be determined based on a mechanism that reflects actual demand and HCC transport policy

Topic	Land Bound	Amount ⁴	Detail (Trigger, justification, assumption)
Village 1 Secondary School Phase 1 (capped at 6FE with 8FE core)	V7	Equivalent of up to 50% of the Phase 1 costs (maximum of 3FE)	Instalments to be agreed.

7 Education Direct Delivery

Topic	Land Bound	Amount	Detail (Trigger, justification, assumption)
On-site Primary School	V7	Land safeguarded for new V7 primary school	<p>Land Provision: Land for up to 3FE of new primary school provision to be safeguarded in Village 7. The safeguarded school site land includes expansion land and phased provision if school initially built as 2FE.</p> <p>The initial FE size (i.e. 2FE or 3FE) and the location for the school shall be identified as part of the Village Masterplan to be approved by EHDC in consultation with HCC.</p>
Calls for School or School Expansions	V7	N/A	<p>Unless agreed otherwise, HCC cannot give a notice calling for a new school site</p> <p>(a) until after the Village Masterplan for the relevant Village (which is to house the School) has been approved</p> <p>The need for a new school or an expansion to an existing school is to be determined by HCC having considered the advice of the Education Review Group</p>
Release of Schools Site and Expansion land	V7	Released school site or expansion	Where the V7 primary school is initially built to 2FE, HCC to decide (after consulting with the ERG) if a third FE is needed (i.e. safeguarded land to be released) in Village 7 on timing to be agreed.
Education Reviews & ERG	V1-7	N/A	<p>The V1-6 and V7 Owners are to each have representatives on the ERG and the ERG will operate in accordance with the agreed terms of reference (as may be agreed).</p> <p>Education reviews are to be carried out by the ERG at agreed Occupation triggers for the Gilston Area (including prior to completion of V7) but no more frequently than once per year at the request of each Owner.</p> <p>The ERG is to make recommendations on who should contribute towards the cost of new schools or a school expansion based on the anticipated child yields from the V1-6 development and V7 development, as well as children into the Gilston Area from outside.</p>

Transfer of Schools Sites	V1-7	N/A	<p>Each school site or area of expansion land is to be serviced (which shall require a point of access/haul road for construction purposes) prior to transfer (unless agreed otherwise as part of a servicing strategy) with full access provided prior to the opening of each school.</p> <p>School sites are to be restricted to use for educational purposes, with the potential for community use through Community Use Agreements</p> <p>A School constructed by an Owner is to be transferred to HCC as quickly as reasonably practicable post completion</p>
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8 Local Labour

Topic	Land Bound	Detail (Trigger, justification, assumption)	Trigger
Site Wide Local Labour, Skills and Business Action Plan	V1-7	<p>A Site Wide Local Labour, Skills and Business Action Plan in order to maximise local opportunities (eg site wide infrastructure, skills, supply chains, job creation, raise awareness) in connection with the construction of the development. V1-6 expected to submit for the Council's approval with V7 as a party but V7 would have to submit this if V1-6 delayed/not coming forward with the plan being updated as and when applicable. Once Approved the Plan to be implemented. The Plan shall include the following:</p> <ul style="list-style-type: none"> (a) how Local Businesses⁸ will be notified and supported with tender opportunities during the Construction Phase; (b) who, on behalf of the V1-6 Owner and V7 Owner, shall be responsible for notifying of job opportunities and making all developers/contractors aware of (i) their employment obligations and (ii) requirement to report on their compliance with such; (c) what steps will be taken to ensure that all developers, contractors and subcontractors on the site are aware of their obligations and actions to be taken if there is default in relation to these (d) how the Owner/developers/contractors, via the appointed coordinator, will work with local employment and training agencies, the Council, Job centre Plus, schools, local colleges (Harlow and Herts Regional), the University of Hertfordshire and any other relevant partners to identify, promote and deliver education and training opportunities; and (e) the information to be submitted to enable the Council and the owner to monitor compliance through the Commercial Delivery and Employment Review Group (CDERG) (f) the information that will be set out in the Village specific action plans 	Early trigger to be agreed to maximise opportunities

⁸ means all business located within EHDC, HDC or EFDC

Topic	Land Bound	Detail (Trigger, justification, assumption)	Trigger
Village Local Labour and Business Action Plan	V7	<p>To submit and obtain Approval by the Council for a Village Local Labour and Business Action Plan for Village 7</p> <p>The Village plan shall:</p> <p>(a) set out the expected scale/ numbers of jobs provided across all employment types (part/ full time, temporary/ permanent/ training/ apprenticeship etc) for Local Residents⁹ in connection with the development of Village 7. . It may set out different targets for different components of the development.</p> <p>(b) adopt the requirements set out in the Site Wide Local Labour, Skills and Business Action Plan or seek approval for any changes.</p> <p>To comply with the relevant Approved Village Action Plan when developing out any Reserved Matters Approval</p>	Prior to Implementation in Village 7

9 Commercial Floorspace

Topic	Land Bound	Obligation	Trigger
Minimum provision	V7	To ensure that no less than 1,745sq.m, (gross external area) of floorspace is provided and made available across the site for commercial uses. Provision of floorspace for Early Years provision is included within this total amount.	Provision of the agreed amount not later than occupation of an agreed percentage of the residential units for Village 7
Commercial Delivery and Employment Review Group	V1-7	To establish (with V1-6, or only by V7 if V1-6 delayed/not coming forward to be updated as applicable) a single GA site wide Commercial Delivery and Employment Review Group, Terms of Reference, Representation and Decision Making to be agreed, but the purpose shall be to monitor and review the delivery of employment, local skills and commercial floorspace delivery at the site.	CDERG to be established by commencement of development
Market needs analysis and master planning	V7	<p>To use all reasonable endeavours to deliver 5,100 sqm GEA for commercial operations in Village 7.</p> <p>To carry out an employment strategy according to trigger to be agreed.</p> <p>The employment strategy shall inform the preparation of village specific employment marketing plans and the V7 masterplan.</p>	As appropriate in relation to master planning and the subsequent delivery of development in village 7

⁹ means people whose permanent home address is within EHDC, HDC or EFDC

Marketing Plan	V7	<p>To consult with the CDERG and submit for Council approval a marketing plan for the full quantum of commercial floorspace to be either provided or safeguarded in each relevant Village masterplan. The marketing plan will contain as a minimum:</p> <ul style="list-style-type: none"> • Proposals for advertising various plots/units/sizes to suit a range of occupiers as set out in the employment strategy • Proposals for advertising in relevant property publications/websites • Proposed minimum timeframe for marketing • Proposals for approaching businesses as set out by EHDC/HGGT economic teams and the CDERG • Proposal for monitoring and reporting on the marketing activities undertaken and interest in the commercial floorspace <p>To market the provided and/or safeguarded commercial floorspace in each village in accordance with the approved marketing plan.</p> <p>To use Reasonable Endeavours to enter into an agreement with any third party that has submitted an offer on acceptable commercial terms consistent with the relevant Approved marketing plan</p> <p>To monitor and report every 6 months to the CDERG on any expressions of intent and/or offers received in respect of the potential Commercial Floorspace in each Village during the marketing period and any other information relevant to the delivery of the commercial floorspace</p>	
Release of safeguarded land	V1-V7	<p>Any land that has been safeguarded for commercial floorspace (beyond the delivery of the minimum provision which must be provided) and for which a needs assessment exercise undertaken through the CDERG has indicated will not be taken up and which has been subject to appropriate marketing in accordance with the agreed Marketing Plan but which the Owner has been unable to reach an agreement on for its disposal may be released for other purposes on timing to be agreed with EHDC</p>	
Commercial Early Years Facilities	V7	<p>To deliver a minimum of 275 sq m and up to 550sqm floorspace, as a location for an Early Years Facility in Village 7. To consult with the CDERG and submit for Council approval a marketing plan for the Early Years Facilities.</p> <p>To market the Early Years Facilities in Village 7 in accordance with the timeframe and requirements of the marketing plan and use reasonable endeavours to enter into an acceptable commercial agreement with an experienced Early Years Facility operator.</p>	

10 Transport - Direct Delivery

To note that the below V7 delivery obligations also need to be read alongside V7 specific planning conditions and in particular the delivery of V7 STC sections and the V1-V7 STC Link.

Works	Land Bound	Obligation Detail /Trigger for delivery (unless otherwise agreed)¹⁰
General Covenants	V7	Owner to deliver, at its cost, each item of highway infrastructure by the delivery trigger agreed with the Council and/or HCC unless agreed otherwise. On completion the infrastructure shall be adopted as public highway. All roads intended for adoption to be built to adoptable standard.
Estate Roads and Internal STC	V7	Internal STCs Primary Roads and Secondary Roads to be dedicated as public highway and maintained by HCC. Estate Roads to be offered for dedication as public highway. If not accepted by highway authorities to be transferred to Community Bodies.
V1 to V7 STC Link	V1-7 (V7 Delivery of V1-V7 STC)	V7 Owner to deliver the V1-V7 STC Link up to the STC access points before the occupation of 350 dwellings. STC to connect between V7 (and any occupied residential properties within it) and either a location within V1 to connect with the STC there (location to be identified and agreed in relation to the stage of development reached in V1 at that point) or through V1 to join the A414/ Eastwick Road at the location of the current Eastwick roundabout, as may have been modified at that time to enable the delivery of the north to centre STC. Subject to agreed terms, V1-6 Owner to offer step-in rights to the V7 Owner allowing the owner of V7 to deliver the STC link across Village 6 and Village 5 to Village 1 (V1 to V6 Link Road Step-in Agreement). V7 owner to use all reasonable endeavours to secure step in rights. General collaboration covenants to support comprehensive delivery including in respect of any necessary studies over appropriate route linking with V7.
Edinburgh Way / Howard Way Junction Improvement Works, including IO junction	V1-7 (V1-6 Delivery/ V7 Occupation and Financial Contribution Obligation equivalent to 15% of actual costs)	Delivery by the Occupation of 1500 Dwellings in Villages 1 to 7. It is intended that the section 106 will also include an apportionment of this GA wide cap between the two applicants to facilitate comprehensive delivery, monitoring and enforcement (anticipated to be on an 85/15 split basis), but with the detail of any such apportionment to be finalized as part of the section 106.

¹⁰ Triggers to be able to be varied upwards with the agreement of EHDC and (where relevant) in consultation with HCC/ECC. This will require the Owners to submit evidence to justify any variation

<p>Central Stort Crossing Works include pedestrian and cycle bridge</p>	<p>V1-7 (V1-6 Delivery/ V7 Occupation and Financial Contribution Obligation equivalent to 15% of actual costs)</p>	<p>Delivery by the Occupation of 1,500 Dwellings in Villages 1 to 7. It is intended that the section 106 will also include an apportionment of this GA wide cap between the two applicants to facilitate comprehensive delivery, monitoring and enforcement (anticipated to be on an 85/15 split basis), but with the detail of any such apportionment to be finalized as part of the section 106</p>
<p>Eastern Stort Crossing Works (including Edinburgh Way/River Way Junction Improvements)</p>	<p>V1-7 (V1-6 Delivery/ V7 Occupation and Financial Contribution Obligation equivalent to 15% of actual costs)</p>	<p>Delivery by Occupation of 3,250 Dwellings in Villages 1 to 7. It is intended that the section 106 will also include an apportionment of this GA wide cap between the two applicants to facilitate comprehensive delivery, place-making, mode share considerations, monitoring and enforcement (anticipated to be on an 85/15 split basis), but with the detail of any such apportionment to be finalized as part of the section 106</p>
<p>ESC Ecology Compensation Area</p>	<p>V1-7 (V1-6 Delivery/ V7 Occupation and Financial Contribution Obligation equivalent to 15% of actual costs)</p>	<p>Delivery by Occupation of 1,500 Dwellings in Villages 1 to 7</p>
<p>Pye Corner Public Realm Works</p>	<p>V1-7 (V1-6 Delivery/ V7 Occupation and Financial Contribution Obligation equivalent to 15% of actual costs)</p>	<p>Delivery by Occupation of 3,500 Dwellings in Villages 1 to 7. It is intended that the section 106 will also include an apportionment of this GA wide cap between the two applicants to facilitate comprehensive delivery, place-making, mode share considerations, monitoring and enforcement (anticipated to be on an 85/15 split basis), but with the detail of any such apportionment to be finalized as part of the section 106</p>
<p>Village 7 Travel Hub</p>	<p>V7</p>	<p>Interim hub delivered prior to occupation and full completed travel hub prior to the occupation of 150 dwellings</p>

¹¹ **Travel Hubs/Satellite Hubs:** These are facilities where interchange can take place between sustainable modes eg bus/cycle, bus/e-scooter etc. The exact facilities to be provided will be determined at Reserved Matters Applicationstage.

Travel Plans		<p>A single site wide Gilston Area Travel Plan (GATP) including a Bus Strategy will be prepared and agreed prior to first occupation and implemented by the V1-6 and V7 Owners. V1-6 expected to submit for the Council's approval the GATP with V7 as a party and in consultation with each other but V7 would have to submit this if V1-6 delayed/not coming forward. Updates will be submitted as the scheme starts to be occupied and it will set out the interim mode share targets for each of the Villages.</p> <p>Travel Plans will also be prepared for village 7 and non-residential land uses including schools and key employers. The Travel Plan will include:</p> <ul style="list-style-type: none"> • vouchers and other measures to encourage use of sustainable transport up to a value of £500 per dwelling. • Working with the authorities to introduce a bike hire scheme if feasible; • A Welcome Pack for each new household giving details of sustainable transport options; • Encouragement to use HCC car share web site; • Personal Travel Planning for households. <p>The Travel Plan will be managed by a Travel Plan Co-ordinator (TPC) appointed and funded by the owners. The TPC will seek to engage with existing communities to assist them in using sustainable transport.</p>
Transport Review Group (TRG)	V1-7	<p>Implementation of the Travel Plan and monitoring of achievement of the modal share target of 60% of trips by sustainable modes will be overseen by the TRG. This will be a collaborative body comprising an equal number of members and votes for the authorities and the owners.</p> <p>The TRG is to make recommendations on how to spend the STI Fund. If the TRG is unable to approve a spending proposal HCC shall be the decision maker, subject to dispute resolution</p>
Hunsdon Lock Link	V7	Delivery of Hunsdon Lock Link prior to occupation of 200 dwellings at V7

11 Transport Contributions (Village 1-6 contributions and triggers provided alongside Village 7 obligations to provide context for facilitation of GA wide comprehensive delivery)

Contribution¹²	Percentage or amount of Contribution payable	Land Bound	Trigger for delivery (unless otherwise agreed)¹³
Amwell Roundabout Upgrade Contribution (£2.3m for V1-7)	Financial contribution of Lesser of 15% of the actual scheme costs or £345,000	V7	Payment of a contribution of £345,000 on the occupation of 1500 Dwellings GA wide across V1-7 and the section 106 may also include an apportionment of this GA wide caps between the two applicants to facilitate comprehensive delivery, monitoring and enforcement (anticipated to be on an 85/15 split basis), but with the detail of any such apportionment to be finalized as part of the section 106
Bus Stop Contribution	£25,000	V7	Triggers to be agreed (subject to receiving evidence from EHDC to justify the requirement for /upgraded bus stop facilities and that it intends to start construction of the bus stops)
Harlow Town Station Northern Access Contribution (up to £5,200,000 for V1-7)	£78,000	V7	Towards feasibility study. Trigger to be agreed.
	Lesser of £772,200 or 15% of the costed scheme	V7	Payment by the later of: (a) 40 Working Days of receiving the notice from Council confirming that Network Rail has prepared a costed scheme and is ready to deliver it; or (b) 500 Dwellings in Village 7
Harlow Town Station Cycle Capacity Improvements Contributions	Lesser of 15% of the costs of the improvements or £13,235	V7	Payment by Occupation of 200 Dwellings in Village 7

¹² Unless stated otherwise, all contributions will be paid direct to HCC and shall be indexed linked from dates to be agreed

¹³ S106 triggers may also entail an occupation restriction until delivered/contribution received and to provide the right for any triggers to be varied by agreement

Contribution¹²	Percentage or amount of Contribution payable	Land Bound	Trigger for delivery (unless otherwise agreed)¹³
Off Road Walking and Cycling Link to Elizabeth Way/ Pinnacles via Parndon Mill Works	15% of actual costs of the works	V7	Trigger to be agreed
Edinburgh Way/ Howard Way Junction Improvements	15% of actual costs of the works	V7	Triggers to be agreed to enable delivery as set out above.
Pye Corner Public Realm Contribution	15% of actual costs of the works	V7	Triggers to be agreed to enable delivery as set out above.
ESC Ecology Compensation Area	15% of actual costs of the works	V7	Triggers to be agreed in s106 to enable delivery as set out above.
Roydon Station – Cycle Capacity Improvements Contribution	100% of actual costs of the works	V7	Trigger to be agreed
London Road, Sawbridgeworth Improvements Contribution	Lesser of 15% of the costs of the improvements or £150,000	V7	Payment by the earlier of Occupation 250 dwellings within village 7 and 3,500 Dwellings in the Gilston Area
ESC Contribution	15% of the total Gilston Area costs of the ESC Works	V7	To be paid in instalments and at triggers to be agreed to reimburse the V1-6 Owner for the costs of the ESC Works (after the benefit of any HIG) (a reconciliation process and payment profile shall be included in the s.106 which takes account of any HIG drawn down and the amount of HIG re-payment referred to further below)
CSC Contribution	15% of the total Gilston Area costs of the CSC Works	V7	To be paid in instalments and at triggers to be agreed to reimburse the V1-6 Owner for the costs of the CSC Works (after the benefit of any HIG)

Garden Town/OffsiteSTC Network Contribution of £42.1million (index linked) (V1-7)	15% or £6,315,000	V7	5% of the total Contribution amount at Occupation of [500, 1000 and 1400] Dwellings in Village 7
Crossing HIG Funding Repayment Contribution¹⁵ (not Index Linked)	15% of the total contribution amount		To be paid in instalments and at triggers to be agreed. . The amount of the contribution will need to be recalculated once the total amount of HIG drawn-down is known and again once the ESC has been delivered and 41% of its costs is known. The total contribution amount is the amount of HIG drawn-down and spent by the V1-6 owner on the CSC and ESC (including CPO and acquisition costs) less a credit for 41% of the actual costs of the ESC which relates to the share of the ESC costs that other HGGT sites are expected to pay for.
V7 Bus Services Enhancement Contribution	£988,235	V7	Contribution to be paid in agreed instalments and used for pump priming of relevant Bus Services, including extensions and increases in frequency until the target bus service is achieved or they are self-funding. HCC to procure the Relevant Bus Services in consultation with TRG and account to the Owners annually on the revenue and costs of the services
Residential Vouchers (sustainable travel incentives)	£750,000 (capped), not index linked	V7	Incentives/vouchers on sustainable transport measures of up to £500 voucher(s) to be offered to each Dwelling on first Occupation. Any unused/expired value to be recycled to maintain £500 per dwelling value through the life of the development.
Monitoring Fund Contribution	£ £220,588 (capped), index linked	V7	To be paid in agreed annual instalments and fund to be used to reimburse HCC's costs in check the monitoring information submitted by the V7 Owner and for ECC and HCC being a member of the TRG
Sustainable Transport and Innovation (STI) Fund	£1,836,000 (capped), index linked	V7	Fund to be built up via agreed instalments and used to fund additional sustainable transport measures (including further bus subsidy) if the interim modal share targets are not being met or a failure is anticipated. £123,000 of this fund can be used to introduce innovative transport measures irrespective of whether the interim targets are being met £1,138,000 to be earmarked/ring fenced for further bus subsidies.

¹⁵ Means the amount of HIG drawn-down and spent on the CSC and ESC (including CPO and acquisition costs) less a credit for 41% of the actual costs of the ESC. This 41% relates to the share of the ESC costs that other HGGT sites are expected to pay for. The Crossing HIG Funding Repayment Contribution is to be calculated at multiple times including post completion of the CSC and the ESC. Once the ESC actual costs have been confirmed the balance of the contribution will re-adjust. PFP to submit evidence to confirm the total amount of HIG spent on the CSC and the ESC as well as the actual costs of both.

¹⁶ Calculation once the full amount of HIG has been drawn-down and again once the Alternative Projects have been completed to confirm the total costs of HIG spent on the Alternative Projects

12 Open Space/Play/Community Contributions (and Delivery)

Village 1-6 contributions and triggers included to provide wider context in the facilitation of GA wide comprehensive delivery.

Descriptions	Percentage or amount of contribution payable	Land Bound	Trigger for delivery (unless otherwise agreed)
Athletics Contribution (£102,647 for V1-7)	£17,647	V7	Trigger to be agreed
Household Waste Recycling Contribution (£1,647,059 for V1-7)	£249,310	V7	Trigger to be agreed
Library Contribution¹⁷ (£2,154,769 for V1-7)	£337,631	V7	Trigger to be agreed
Playhouse Square Contribution (£270,957 for V1-7)	15% or £30,640	V7	Trigger to be agreed
Rugby Contribution (£1.99m for V1-7)	£33,160	V7	Payment by Occupation of 450 Dwellings in Village 7
	£265,340	V7	Payment by Occupation of 1,140 Dwellings in Village 7
Stort Valley Contribution (£3.3825m for V1-7)	15% or £382,500	V7	Trigger to be agreed
Youth Facilities Contribution (£490,455 for V1-7)	15% or £73,568	V7	Trigger to be agreed
Bowling and tennis	15% of actual costs of	V7	Trigger to be agreed

club provision	works		
Strategic Open Space (V1-6)	15% of the actual costs of the works	V7	Financial (capped) contribution towards: Gilston Park, Gilston Fields, Home Wood, Eastwick Wood Park, Hunsdon Airfield Community Agriculture Park as strategic, green open spaces within the v1-6 Red Line Boundary. Trigger to be identified. Financial contribution to EHDC with EHDC to forward to V1-6 Owner (unless otherwise agreed) who are delivering the strategic open space.
Hertfordshire Fire and Rescue and Hertfordshire Police (£1,730,652 for V1-7)	£261,811	V7	Contribution (or land) to be made available to HCC/EHDC. Triggers to be agreed.

¹⁷ Potential schemes/locations to be defined

13 Direct Delivery of Open Space/Play/Community/Public Art (V7 Delivery and Financial Contributions) .

	Bound Land	Description	Trigger for delivery (unless otherwise agreed)
Direct delivery covenants	V7	<p>To provide the Strategic Open Space, Open Space, Community Facilities and Public Art no later than the relevant Trigger unless an alternative trigger for delivery is otherwise agreed with the Council (acting reasonably)</p> <p>To observe and perform the Certification Procedure as it applies to each item of Strategic Open Space, Open Space or Community Facilities, including the making good of defects notified during the Maintenance Period. The Strategic Open Space and Open Space must be managed and maintained in accordance with the management arrangements approved by the Council</p> <p>To pay the reasonable and evidenced costs of the Independent Assessor who will carry out the Certification process, owing a duty of care to the Council To offer to transfer the Strategic Open Space in accordance with the overarching stewardship arrangements set out above.</p> <p>All Strategic Open Space and Community Facilities shall be kept open and available 24/7 save for certain closures for maintenance. Community User agreements shall be entered into to regulate the use of such by the School and the public.</p>	
V7 Community facilities	V7	Early Years Facilities in Village 7 up to 550m2 GEA	Triggers for delivery to be agreed.
	V7	V7 Community Facilities (up to 1060 sqm) (Class F2)	Triggers for delivery to be agreed.
	V7	Community Orchard and allotments	Triggers for delivery to be agreed.
	V7	Delivery of Community Park to include Outdoor Sports and Recreational Facilities and Strategic Football Hub. To include Village Playing Field.	Delivery prior to occupation of 950 Residential Units. 15% cost share commitment.
	V7	Financial contribution (15% cost share) towards Health Facility up to maximum of 3515m2 GEA in V1-6 and up to 460m2 GEA Youth Space/Facilities to be built to a specification that will be approved by EHDC in consultation with the NHS but subject to an overall reasonable cost cap.	V7 Financial Contribution primary healthcare contribution to be agreed.
	V7	15% cost contribution towards Leisure Centre comprised of the facilities set out in condition [] of the V1-6 planning permission or as determined as part of the Sports and Leisure Centre Review provided that such review cannot result in an increase in the size of the swimming pool (up to 6 lanes) or any new or additional facilities unless the Council gives notice to Owners that (i) external funding has been secured to fund the increased costs associated with delivering a leisure centre that accommodates needs beyond the Development; and (ii) the contribution of the V7 Owner towards the Leisure Centre shall be reduced by an amount equivalent to 15% of the Leisure Centre increased costs.	Trigger for V7 Financial Contribution to be agreed

	Bound Land	Description	Trigger for delivery (unless otherwise agreed)
V7 On site Strategic Open Space		Natural and semi-natural Green Space	Within each phase Natural and semi-natural Green Space to be provided prior to residential occupations within that phase.
		Parks and Public Gardens	Within each phase Parks and Public Gardens to be provided prior to residential occupations within that phase.
		Amenity Green Spaces	Within each phase Amenity Green Spaces to be provided prior to residential occupations within that phase.
		Allotments (Orchards)	Within each phase Allotments (to include Orchards) to be provided prior to residential occupations within that phase.
		Play provision (NEAPs, LEAPs, LAPs)	Within each phase Play provision (NEAPs and LEAPs) to be provided prior to residential occupations within that phase. Within each phase Play provision (LAPs) to be provided prior to residential occupations within that phase.
Biodiversity NetGain	V7	Measures to be implemented to monitor Biodiversity Net Gain in line with planning conditions across the development	Trigger to be agreed
Public Art	V7	Up to £137,200] to be spent on Public Art in V7 based on costed scheme	Trigger to be agreed