

Gilston Area Section 106 Agreement - Heads of Terms for Villages 1 to 6

Planning Application Reference: 3/19/2124/OUT¹

1 General ²

Topic	Obligation Detail (justification, assumption)	Trigger
Indexation	Contributions to be indexed from date to be identified and agreed in each case	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 with the S106. Payable in instalments	From first Commencement at agreed triggers

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

3 Housing

Topic	Obligations	Triggers (if any)
Level of Affordable Housing	<p>No less than 23% of all Dwellings (up to cap of 40%) in a Village to be affordable but the level can increase in Villages 2 to 6 as a result of a Viability Review. The affordable housing tenure is to be 60% Affordable Rent and 40% Intermediate products, unless agreed otherwise.</p> <p>No more than 40% of the Dwellings in a Village to be affordable housing to ensure balanced and mixed community.</p> <p>Affordable Housing will be distributed within each Village (both in terms of location and timing of when delivered) and be designed to be tenure blind.</p>	The triggers for delivery of the affordable housing shall be set out in the Residential Reserved Matters Area Affordable Housing Scheme
Viability Reviews	<p>Reviews will have the potential to increase the level of affordable housing in a Village above the agreed minimum of 23% (capped at 40%). There is no review for Village 1 unless commencement is delayed by a period of three years from date of permission.</p> <p>The Reviews will encompass the entire scheme on a village-by-village basis.</p> <p>If a viability surplus is established, this surplus is to be apportioned on 50 (developer) / 50 (Council) basis. Where the 50% share of any surplus would result in more than 40% being provided in a Village, any surplus shall be carried forward to the next Village/Review Phase.</p> <p>Details of review to be agreed.</p>	<p>There will be at least 2 reviews for Villages 2, 3, 4 and 6. One prior to approval of the first Residential Reserve Matters Area application for the relevant Village and the second prior to 51% of the Dwellings in the relevant Village obtaining Reserve Matters Approval</p> <p>There will be only 1 review for Village 5 prior to the approval of the first Residential Reserve Matters Area for Village 5</p> <p>Final review once 85% of the Dwellings in the last Village (anticipated to be Village 4) obtain Village Masterplan Approval</p>

¹ This Heads of Terms includes obligations for V7 where it is thought helpful to assist with demonstrating comprehensive development. It is expected that there will be separate mirroring S106 agreement for the V7 outline application in due course

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

Topic	Obligations	Triggers (if any)
Custom/Self-Build ³	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	
Older Persons Housing	Not less than 130 of the total number of Dwellings to be restricted to Older Person's (55+) housing with care and provided in two (2) or more facilities/locations.	
Accessible Dwellings	<p>All houses and all ground floor apartments (where practically possible) shall be built to comply with M4(2) standards (i.e. wheel chair adaptable)</p> <p>15% of all affordable houses and 15% of all affordable ground floor apartments (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	<p>There shall be a Site Wide Housing Scheme that identifies the likely minimum and maximum number of Dwellings in each Village, the affordable housing type mix (within a range) and the Villages the following housing products are expected to be located: (i) Older Persons' Housing with Care; (ii) Build to Rent; (iii) Self/Custom Build Plots.</p> <p>The Owner shall submit for Council Approval a Village specific Housing Scheme that identifies for the relevant Village:</p> <p>(a) the location of the Reserved Matters Areas and total number of Dwellings for the Village and in each Reserved Matters Areas location.</p> <p>(b) the quantum of any: (i) Older Persons' Housing with Care; (ii) Build to Rent; (iii) Self/Custom Build Plots.</p> <p>(c) the minimum levels of affordable in each Reserved Matters Area.</p> <p>(d) the proposed housing mix for the Dwellings (including Affordable Housing Dwellings) within the Village.</p> <p>The Village Housing Scheme shall be consistent with the Site Wide Housing Scheme, which may be updated from time to time.</p> <p>The final tenure mix and house type mix for a Residential Reserve 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>Site Wide Housing Plan shall be submitted prior to Commencement and updated alongside each Village Housing Scheme</p> <p>Village Housing Scheme shall be submitted alongside each Village Masterplan Submission for Council approval</p> <p>Each Residential Reserve 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	V1-6	<p>The stewardship arrangements to be secured in the section 106 agreement shall be in general accordance with the Gilston Area Stewardship and Governance Strategy (December 2022) and shall include:</p> <ol style="list-style-type: none"> 1. a requirement to set up a community ownership and stewardship body, in collaboration with the owner of the V7 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). 2. a requirement to 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. a requirement for the SAB and CMT to consult with existing and emerging communities on the care of assets and community development 4. a requirement to 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 (which includes the Village 1 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 	timing to be agreed with the Council

Topic	Land Bound	Obligations	Trigger/Restriction
		<p>7. 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</p> <p>8. 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;</p> <p>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</p> <p>10. a requirement to pay initial endowment funding of up to £637,500 (unless agreed otherwise) to support the setting up of the CMT, on the basis of timing to be agreed with the Council</p> <p>11. a requirement for a monitoring strategy to enable assessment of the delivery of outcomes against the objectives of the CMT</p>	

6 Education Contributions

Topic	Land Bound	Amount ⁴	Detail (Trigger, justification, assumption)
Secondary Education Temporary Facilities Contribution⁵ (capped at £4.1m) but subject to DfE Scorecard costs	V1-6	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.
SEND Education Contribution⁶	V1-6	£4,861,700	Payment in instalments and triggers to be agreed
Secondary Education Off Site Transport Contribution⁷ (capped at £2.5m)	V1-6	Lower of 85% or £2,125,000	Triggers to be agreed. Payments in instalments on terms to be agreed.
Village 1 Primary School Contributions	V1-6	Equivalent of 3FE primary provision	Total contribution to be paid in 3 instalments as agreed with the Council unless the Owner agrees with HCC to deliver school (so no contribution payable)
Village 3 Primary School Contributions	V1-6	Equivalent of up to 2FE primary provision	Instalments as per the Village 1 Primary School Contribution
Village 2, 4 and 6 Primary School Contributions	V1-6	Equivalent of up to 3FE primary provision (minimum of 2FE)	Instalments as per the Village 1 Primary School Contribution

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 85% of the total of £5719676, with Village 7 to pay £857,976

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 5 Primary School Contributions	V1-6	Equivalent of 3FE primary provision	Instalments as per the Village 1 Primary School Contribution
Village 1 Secondary School Phase 1 (capped at 6FE with 8FE core)	V1-6	Equivalent of up to 50% of the Phase 1 costs (maximum of 3FE)	Instalments to be agreed
Village 1 Secondary School Phase 2 (2FE)	V1-6	Proportionate to child yield as determined by review	The V1-6 Owner proportion of the additional 2FE Contribution is to be paid in instalments unless agreed otherwise If the need for the additional 2FE is only part due to the child yield in V1-6, the V1-6 Owner will only be required to pay a proportionate contribution towards the additional 2FE of secondary provision
Village 5 Secondary School Contributions (up to 12FE)	V1-6	proportionate to child yield for each Phase as determined by review	Instalments as per the Village 1 Primary School Contribution IT is assumed V7 will have completed its development by the time this school comes forward
Secondary School Land Costs	V1-6	85% of value of land reserved in Villages 1 and 5 (20FE)	Direct delivery. No payment required

7 Education Direct Delivery

Topic	Land Bound	Amount	Detail (Trigger, justification, assumption)
On-site Primary Schools	V1-6	Land safeguarded for up to 6 new primary schools/17FE	Land for up to 17FE of new primary school provision to be safeguarded as part of the s106 so to enable a school of up to 3FE to be delivered in each village (excluding Village 3 which will allow for a 2FE school site). The safeguarded school site land includes expansion land of up to 1FE for any primary school built to 2FE. The need for the Village 3 and 5 primary schools, the initial FE size (i.e. 2FE or 3FE) of each and the location for the school shall be identified as part of the Village Masterplan. The Village 1 Primary School shall be built to 3FE.
On-site Secondary Schools	Village 1	Land safeguarded for up to 8FE Secondary School	Land safeguarded for an 8FE secondary school as part of V7 S106. This school is to be delivered in 1 x 6FE and 1 x 2FE phases. The location for the school shall be identified as part of the Village Masterplan.
	Village 5	Land safeguarded for up to 12FE Secondary School	Land safeguarded for up to 12FE secondary school as part of V7 S106. The V1 Secondary School is to be built in full (to 8FE) prior to this second on-site secondary school coming forward. This school is to be delivered in 1 x 6FE phase and then 2FE phases thereafter. The location for the school shall be identified as part of the Village Masterplan.
Calls for School or School Expansions	V1-6	N/A	Unless agreed otherwise, HCC cannot give a notice calling for a new school site (a) until after the Village Masterplan for the relevant Village (which is to house the School) has been approved 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

Topic	Land Bound	Amount	Detail (Trigger, justification, assumption)
Release of Schools Site and Expansion land	V1-6	Released school site or expansion	HCC to decide (after consulting with the ERG) if a new primary school is needed in each village on timing to be agreed. HCC to decide (after consulting with the RG) if any expansion land is needed on timing to be agreed
Education Reviews & ERG	V1-6	N/A	The V1-6 and V7 Owners are to each have a representatives on the ERG and the ERG will operate in accordance with the agreed terms of reference (as may be agreed). 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 frequent than once per year at the request of each Owner. 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.
Transfer of Schools Sites	V1-6	N/A	Each school site or area of expansion land is to 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. School sites are to be restricted to use for educational purposes A School constructed by an Owner is to be transferred to HCC as quickly as reasonably practicable post completion

8 Local Labour

Topic	Land Bound	Detail (Trigger, justification, assumption)	Trigger
Site Wide Local Labour, Skills and Business Action Plan	V1-6	To submit and obtain Approval by the Council for 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. Once Approved the Plan to be implemented. The Plan shall include the following: (a) how Local Businesses ⁸ will be notified and supported with tender opportunities during the Construction Phase; (b) who, on behalf of the V1-6 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, Jobcentre 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.	Prior to first I Implementation

⁸ means all business located within EHDC, HDC or EFDC

Topic	Land Bound	Detail (Trigger, justification, assumption)	Trigger
		(f) the information that will be set out in the Village specific action plans	
Village Local Labour and Business Action Plan(s)	V1-6, individually	<p>To submit and obtain Approval by the Council for a Village Local Labour and Business Action Plan for the relevant Village</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 the relevant Village. 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 a Village
Skills Hub	V1-6	<p>To prepare and submit for Council approval a skills hub action plan. It shall set out: (i) the skills that the facility would be teaching; (ii) potential locations for the facility (which may be offsite i.e. within a College); (iii) requirements for the facility operator; (iv) size parameters (between 2,000 and 6,000 sq.m GEA) and specification; (v) operation duration; and (v) details on how the opportunity would be marketed (Skills Hub Plan).</p> <p>To use reasonable endeavours to find an operator with relevant experience that is willing to operate the facility promoted in the Approved Skills Hub Plan. If an appropriate delivery partner is secured, to construct the facility and lease it for peppercorn rent to the operator until such time that the facility is no longer commercially viable or the land it is erected on (where within the Site) is needed for development.</p>	<p>Prior to first Commencement</p> <p>For 5 years from the approval of the Skills Hub Plan</p>

9 Commercial Floorspace

Topic	Land Bound	Obligation	Trigger
Minimum provision	V1-6	To ensure that no less than 10,000sq.m, (gross external area) of floorspace is provided and made available across the site for commercial uses. Provision of floorspace for blue light services and commercial Early Years provision can be included within this total amount.	Provision of the agreed amount in any village not later than occupation of [%] of the residential units for that village – trigger to be agreed per village
Commercial Delivery and Employment Review Group	V1-7	To establish a 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	V1-6	<p>To use all reasonable endeavours to deliver 29,000 sqm GEA for commercial operations in Villages 1-6.</p> <p>To carry out an employment strategy prior to the Approval of the Village Masterplan for Village 1. The strategy will set out an estimated quantum for each Village in order to deliver the minimum provision and the full 29,000sqm and recommend a minimum level of provision in the village centres of each Village (unless otherwise agreed) as part of the Approval for the relevant Village Masterplan.</p> <p>The employment strategy shall inform the preparation of village specific employment marketing plans and the masterplanning of each Village Masterplan. The employment strategy shall be reviewed and updated as part of each Village Masterplan,</p>	As appropriate in relation to master planning and the subsequent delivery of development in each village

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

Marketing Plan	V1-6	<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 Minimum timeframe for marketing, which shall be no less than Occupation of 90% of Dwellings in the Village 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	V1-6	Any land that has been safeguarded for commercial floorspace, beyond the delivery of the minimum provision and for which a needs assessment exercise undertaken through the CDERG has indicated will not be taken up and which has been subject to marketing in accordance with the agreed Marketing Plan but which the Owner has been unable to reach an agreement on for its disposal shall, be released for other purposes on timing to be agreed with EHDC	
Commercial Early Years Facilities	V1-6	<p>To deliver a min of 300sqm floorspace, as a location for an Early Years Facility (min of 300sqm) in each Village.</p> <p>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 each Village 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>	Delivery and marketing in accordance with requirements to be identified in the master planning process for each village

10 Transport - Direct Delivery (Villages 1 to 7)

Works	Land Bound	Obligation Detail /Trigger for delivery (unless otherwise agreed) ¹⁰
General Covenants	V1-6	<p>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.</p> <p>All roads intended for adoption to be built to adoptable standard.</p>
Village 1 (Interim) Sustainable Modes Access And Village 1 (interim) All Modes Access	V1-6	The interim Village 1 sustainable modes access and all modes access will be operational prior to the occupation of any homes in Village 1. These arrangements will stay in place until the final Village 1 access arrangements have been provided as part of the Central Stort Crossing.
Village 2 (Interim) Access	V1-6	The interim Village 2 access will be operational prior to the occupation of any homes in Village 2 unless the STC from Village 1 to Village 2 is in place in which case the interim Village 2 access will be operational before the occupation of 300 homes in Village 2.
Village 6 Access	V1-6	The Village 6 access will be operational before occupation of any homes in Village 6 unless the Village 7 access and the STC from Village 7 to Village 6 has first been provided. The Village 6 access will be retained unless and until the Village 7 access and STC from Village 7 to Village 6 has been provided. After that it can be retained (and amended as

¹⁰ Triggers to be able to be varied upwards with the agreement of EHDC and (where relevant) in consultation with HCC/ECC. This may require the Owners to submit evidence to justify any variation having regard to the traffic impacts arising from existing and ongoing occupations across the GA and surrounding development as well as the need to ensure housing delivery across the GA as a whole.

		required) to serve HGV servicing of employment land/gypsy and travellers and TSP site in Village 6 and Blue Light Hub Facility. The remainder of V6 would be accessed through the STC link between Village 7 and Village 5.
Eastwick Lodge Farm Amended Access	V1-6	The Eastwick Lodge Farm amended access will be operational upon completion of the Central Stort Crossing
Estate Roads and Internal STC	V1-6	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 Internal STC will be provided in a phased manner with the STC provided to each village prior to the occupation of any homes that would be served by that phase of the STC in that village.
V1 to V6 STC Link	V1-6	V1 to V6 STC Link (including via V5) to delivered progressively alongside the development of Village 5 and Village 6 respectively and by the triggers set out in condition [] of the V1-6 planning permission V6 STC to be delivered up to boundary of Village 7 and Village 5 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).
Edinburgh Way / Howard Way Junction Improvement Works, including IO junction	V1-6	Delivery by the later of (a) Occupation of 1500 Dwellings in Villages 1 to 6; and (b) 15 months after completion of the CSC Works
Central Stort Crossing Works include pedestrian and cycle bridge	V1-6	Delivery by the later of (a) Occupation of 1,500 Dwellings in Villages 1 to 7; and Occupation of 1,275 Dwellings in Villages 1 to 6
Pedestrian and Cycle Improvement Works to Burnt Mill Lane	V1-6	Delivery trigger to be agreed
Eastern Stort Crossing Works (including Edinburgh Way/River Way Junction Improvements)	V1-6	Delivery by the later of (a) Occupation of 3,250 Dwellings in Villages 1 to 7; and Occupation of 2,762 Dwellings in Villages 1 to 6
ESC Ecology Compensation Area	V1-6	Delivery by Occupation of 1,500 Dwellings in Villages 1 to 7
Pye Corner Public Realm Works	V1-6	Delivery by the later of (a) Occupation of 3,500 Dwellings in Villages 1 to 7; and (b) Occupation of 3,012 Dwellings in Villages 1 to 6
Village 1 Travel Hub¹¹	V1-6	Delivery of final travel hub by Occupation of 1,500 Dwellings in Village 1. However, an initial hub will be provided on the occupation of 200 dwellings and the facilities will evolve as Village 1 is built out.
Village 2 Satellite Travel Hub	V1-6	Delivery by Occupation of 500 Dwellings in Village 2
Village 3 Satellite Travel Hub	V1-6	Delivery by Occupation of 500 Dwellings in Village 3
Village 4 Satellite Travel Hub	V1-6	Delivery by Occupation of 500 Dwellings in Village 4
Village 5 Satellite Travel Hub	V1-6	Delivery by Occupation of 500 Dwellings in Village 5
Village 6 Satellite Travel Hub	V1-6	Delivery by Occupation of 500 Dwellings in Village 6

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 Application stage.

Village 6 Western Access Works	V1-6	Delivery by Occupation of 200 Dwellings in Village 6
Pardon Mill Cycle Improvements and A414 Crossing	V1-6	Delivery by Occupation of 200 Dwellings in Village 6
Off Road Walking and Cycling Link to Elizabeth Way/ Pinnacles via Parndon Mill Works	V1-6	Delivery by Occupation of [200] Dwellings within Village 6
Hunsdon Cycle Link Works	V1-6	Delivery by Occupation of 1,000 Dwellings within Village 1
Cock Robin Lane	V1-6	Delivery by Occupation of 6,000 Dwellings within Villages 1 to 6
Travel Plans	V1-6	<p>A Village 1 to 7 Gilston Area Travel Plan (GATP) will be prepared and implemented by the V1-6 Owner in consultation with V7 Owners. 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 each village and non-residential land uses including schools and key employers.</p> <p>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)	V1-6	<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>

11 Transport Contributions (Village 7 contributions and triggers to be addressed as part of Village 7 outlined but included below for context where relevant to total)

Contribution ¹²	Percentage or amount of Contribution payable	Land Bound	Trigger for delivery (unless otherwise agreed) ¹³
Amwell Roundabout Upgrade Contribution (£2.3m)	Lesser of 15% and £345,000	V7	Trigger to be agreed
	Lesser of 85% and £1,955,000	V1-6	Payment by the later of: (a) 40 Working Days of receiving notice from the Council confirming that there is a fully designed and costs scheme and the LHA is ready to deliver it; and (b) 2,500 Dwellings have been Occupied in Villages 1 to 6
Bus Stop Contribution	£250,000	V1-6	Payment within 40 Working Days of receiving evidence from EHDC to justify the requirement for 11 new/upgraded bus stop facilities and that it intends to start construction of the bus stops
	£25,000	V7	triggers to be agreed
Harlow Town Station Northern Access Contribution (up to £5,200,000)	£442,000	V1-6	Delivery by occupation of 200 Dwellings in Village 1 provided the Council has confirmed that Network Rail has agreed to use such monies to commission a feasibility study for the design and costing of a scheme to improve the northern access of Harlow station from the contribution amount unless Network Rail or another party wish to provide additional funding towards the feasibility
	£78,000	V7	
	Lesser of £4,375,800 and 85% of the costed scheme	V1-6	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; and (b) 1500 Dwellings in Village 1 to 6
	Lesser of £772,200 and 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; and (b) 500 Dwellings in Village 7
Harlow Town Station Cycle Capacity Improvements Contributions	Lesser of 85% of the costs of the improvements or £75,000	V1-6	Payment by Occupation of 200 Dwellings in Village 1
	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 (SPONs) from the date of the S106

¹³ S106 to provide the right for any triggers to be varied by agreement

Contribution ¹²	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	Contribution to be paid to EHDC. Contribution payable within 40 Working Days of receiving the cost information confirming the actual costs of the works which cannot be given before 100 Dwellings have been Occupied in Village 7
London Road, Sawbridgeworth Improvements Contribution	Lesser of 85% of the costs of the improvements or £1,000,000	V1-6	Payment by the earlier of Occupation of [3,250] Dwellings in Villages 1 to 6 and 3,500 Dwellings in the Gilston Area
	Lesser of 15% of the costs of the improvements or £176,470	V7	Payment by the earlier of Occupation of [] Dwellings in Village 7 and 3,500 Dwellings in the Gilston Area
Garden Town/Offsite STC Network Contribution of £42.1 million¹⁴	85% or £35,788,000	V1-6	15% of the V1-6 Owner's total Contribution amount at Occupation of 2000 and 3500 Dwellings in Villages 1 to 6 20% of the V1-6 Owner's total Contribution amount at Occupation of 5000 and 6500 Dwellings in Villages 1 to 6 30% of the V1-6 Owner's total Contribution amount at Occupation of 8000 Dwellings in Villages 1 to 6
	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)	85% of the total contribution amount	V1-6	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 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 sites are expected to pay for.
	15% of the total contribution amount	V7	To be paid in instalments and at triggers to be agreed
Alternative Projects HIG Funding Repayment	100% of the HIG drawn-down and	V1-6	This contribution is to be added to the V1-6 Owner's share of the HIG Funding Repayment Contribution and repaid as part of it.

¹⁴ BCIS index linked

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 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.

Contribution¹²	Percentage or amount of Contribution payable	Land Bound	Trigger for delivery (unless otherwise agreed)¹³
Contribution¹⁶ (not Index Linked)	spent on the Alternative Projects		
V1-6 Bus Services Enhancement Contribution	£5.6million	V1-6	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. The draft bus strategy envisages a bus frequency of at least one bus every 5 minutes to the town centre and rail station. 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)	£4.25million (capped), not indexed linked	V1-6	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	£1.25million (capped), index linked	V1-6	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 V1-6 Owner and for ECC and HCC being a member of the TRG
Sustainable Transport and Innovation (STI) Fund	£10.4 million (capped), index linked	V1-6	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. £700,000 of this fund can be used to introduce innovative transport measures irrespective of whether the interim targets are being met, with up to £100,000 being spent per Village. £6.4 million to be earmarked/ring fenced for further bus subsidies

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

Descriptions	Percentage or amount of contribution payable	Land Bound	Trigger for delivery (unless otherwise agreed)
Athletics Contribution £102,647	£85,000	V1-6	Payment by Occupation of 3,500 Dwellings in Villages 1 to 6
	£17,647	V7	Trigger to be agreed
Household Waste Collection Contribution	£247,059	V7	Trigger to be agreed
	£1,400,000	V1-6	Triggers to be agreed
Library Contribution¹⁷	£254,769	V7	Trigger to be agreed
	£1,900,000	V1-6	Triggers to be agreed
Playhouse Square Contribution £270,957	85% or £240,317	V1-6	Payment by Occupation of 3,500 Dwellings in Villages 1 to 6
	15% or £30,640	V7	Trigger to be agreed
Rugby Contribution £1.99m	£169,150	V1-6	Payment by Occupation of 2,500 Dwellings in Villages 1 to 6
	£1,522,350	V1-6	Payment by Occupation of 6,500 Dwellings in Villages 1 to 6
	£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	15% or £382,500	V7	Trigger to be agreed
	£1.2 million	V1-6	Payment by Occupation of 1,000 Dwellings within Village 1
	£900,000	V1-6	Payment by Occupation of 4,500 Dwellings within Villages 1 to 6
	£900,000	V1-6	Payment by Occupation of 7,000 Dwellings within Villages 1 to 6
Youth Facilities Contribution £490,455	15% or £73,568	V7	Trigger to be agreed
	85% or £416,887	V1-6	Triggers to be agreed
Community Football Hub	85% of actual costs of the works	V1-6	Contribution to be paid to EHDC with EHDC to forward to V7 Owner (unless otherwise agreed) who are delivering the Community Football Hub.

¹⁷ Potential schemes/locations to be defined

			Contribution payable within 40 Working Days of receiving the cost information confirming the actual costs of the Community Football Hub which cannot be given before [1000] Dwellings have been Occupied in Villages 1 to 6
Hertfordshire Fire & Rescue Service and Hertfordshire Police	£1,483,593	V1-6	Contribution (or land to facilitate delivery of new fire and police services hub in lieu of financial obligation) to be made available to HCC/EHDC. Triggers to be agreed.
	£261,811	V7	Contribution (or land) to be made available to HCC/EHDC. Triggers to be agreed.

13 Direct Delivery of Open Space/Play/Community

	Bound Land	Description	Trigger for delivery (unless otherwise agreed)
Direct delivery covenants	V1-6	<p>To provide the Strategic Open Space, Open Space, Community Facilities and/or 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</p> <p>To offer to transfer the Strategic Open Space and Village 1 Community Building to the Community Bodies.</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 Schools and the public.</p>	
Community facilities	V1-6	Crèche Facilities in Village 1 up to 300m2 GEA	Prior to Occupation of [] Dwellings in Village 1
	V1-6	Crèche Facilities in Village 2 up to 300m2 GEA	Prior to Occupation of [] Dwellings in Village 2
	V1-6	Crèche Facilities in Village 3 up to 300m2 GEA	Prior to Occupation of [] Dwellings in Village 3
	V1-6	Crèche Facilities in Village 4 up to 300m2 GEA	Prior to Occupation of [] Dwellings in Village 4
	V1-6	Crèche Facilities in Village 5 up to 300m2 GEA	Prior to Occupation of [] Dwellings in Village 5
	V1-6	Crèche Facilities in Village 6 up to 300m2 GEA	Prior to Occupation of [] Dwellings in Village 6
	V1-6	Community Orchard	Prior to Occupation of [] Dwellings in Village 4
	V1-6	Gilston Bowling Club	Prior to Occupation of [] Dwellings in Village 4
	V1-6	Gilston Tennis Club	Prior to Occupation of [] Dwellings in Village 4
	V1-6	Health Facility up to maximum of 3515m2 GEA and up to 460m2 GEA Youth Health Space/Facilities	Prior to Occupation of [] Dwellings within Villages 1 to 6
V1-6	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	Prior to Occupation of [4,500] Dwellings within Villages 1 to 6	

	Bound Land	Description	Trigger for delivery (unless otherwise agreed)
		(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	
	V1-6	Village 1 Community Building up to 1000m2 GEA ¹⁸	Prior to Occupation of [900] Dwellings in Village 1
Strategic Open Space	V1-6	Channoeks Farm Green Corridor	Prior to Occupation of 1,100 Dwellings in Village 2
	V1-6	Eastwick Hall Green Corridor	Prior to Occupation of 750 Dwellings in Village 6
	V1-6	Eastwick Valley Green Corridor (northern zone)	Prior to Occupation of 500 Dwellings in Villages 5 and 6 combined
	V1-6	Eastwick Village Buffer	Prior to Occupation of 750 Dwellings in Village 1
	V1-6	Eastwick Wood Park	Stage 1 as defined on the [drawing] prior to Occupation of 6,250 Dwellings within Villages 1 to 6 Stage 2 as defined on the [drawing] prior to Occupation of 7,300 Dwellings within Villages 1 to 6
	V1-6	Fiddler's Brook Green Corridor	Prior to Occupation of 1,400 Dwellings in Village 1
	V1-6	Gilston Fields	The earlier of: (a) Occupation of 1,000 Dwellings in Village 4; and (b) Occupation of 5,000 Dwellings within Villages 1 to 6
	V1-6	Gilston Park	Prior to the Occupation of 2,100 Dwellings within Villages 1 to 6
	V1-6	Golden Brook Riparian Corridor	Stage 1 (which shall be defined on the Strategic Landscape Management Plan) prior to Occupation of the 500 Dwellings within Village 3 South Stage 2 (which shall be defined on the Strategic Landscape Management Plan) prior to Occupation of the 500 Dwellings within Village 3 North
	V1-6	Golden Grove and Sayes Coppice	Prior to Occupation of 1000 Dwellings within Village 3
	V1-6	Home Wood	Prior to the Occupation of [] Dwellings in Villages 1 to 6
	V1-6	Hunsdon Airfield Community Agriculture Park	Stage 1 (which shall be defined on the Strategic Landscape Management Plan) prior to Occupation of 1,000 Dwellings within Villages 1 to 6 Stage 2 (which shall be defined on the Strategic Landscape Management Plan) prior to Occupation of 4,500 Dwellings within Villages 1 to 6
	V1-6	Maplecroft Wood & Great Pennys Farm	Prior to Occupation of 1,000 Dwellings within Village 4
Open Space¹⁹	V1-6	All areas Open Space identified in a Village or Neighbourhood in accordance with conditions [] of the planning permission	All Open Space in a Reserve Matter Areas to be delivered by the triggered agreed in the relevant Residential Reserve Matters Approval

¹⁸ Up to as 1,000 is the size for V1-7 and it will be 1000m2 GEA if V7 provide their own Community Building

¹⁹ Includes all Village sport and play areas

	Bound Land	Description	Trigger for delivery (unless otherwise agreed)
Biodiversity Net Gain	V1-6	Measures to be implemented to monitor Biodiversity Net Gain in line with planning conditions across the development	Trigger to be agreed
Public Art	V1-6	<p>£886,047 total to be spent on Public Art in the villages</p> <p>Expenditure for each Village unless otherwise agreed as part of the art Strategy:</p> <ul style="list-style-type: none"> • Village 1: £200,000 • Villages 2 to 6: £137,200 per Village 	<p>To submit for Council approval no later than first Commencement a strategy for integrating Public Art into the V1-6 Development as a means of contributing to local distinctiveness, placemaking and enhancing the public realm and quality of the Gilston Area Development.</p> <p>It shall provide a cost plan for spending the V1-6 Public Art Contribution with a higher proportion to be spent on Village 1 given its proximity to the Central Stort Crossing and its Pedestrian Footbridge</p> <p>To implement the Approved V1-6 Public Art Strategy according to its terms and submit an Annual Report to the Council to account for expenditure against the contribution (and required spending prior to completion of each Village)</p>