

**PLANNING APPEAL REFERENCE: APP/B1930/W/23/3323099**

**DEVELOPMENT OF LAND AT THE REAR OF 42 TO 100 TOLLGATE ROAD, HERTFORDSHIRE**

**SUMMARY OF OBLIGATIONS CONTAINED IN SECTION 106 AGREEMENT**

**1 Introduction**

1.1 This is an executive summary of the main obligations contained within the s.106 Agreement between (1) Hertfordshire County Council (2) St Albans City and District Council (3) (4) and (5) Vistry Homes Limited in connection with planning application reference 5/2022/1988 and planning appeal reference APP/B1930/W/23/3323099 for the demolition of existing house and stables and the construction of up to 150 dwellings including affordable and self-build and custom-housebuilding dwellings together with all ancillary works (“the Development”) which is to be determined on appeal (“the Agreement)

1.2 Unless otherwise stated, terms used in this summary are as defined in the Agreement (please see clause 1).

**2 General/Scope of obligations**

2.1 The Agreement binds the Site as shown edged red on the Plan annexed to the Agreement.

2.2 The obligations are conditional on the grant of the Planning Permission and Commencement of Development (cl 3.1).

2.3 If the Inspector states in the Decision Letter that a particular obligation does not satisfy the tests in Regulation 122 of the CIL Regulations 2010, the obligation shall not be enforceable by the District Council or the County Council (cl 3.2).

2.4 The Owner covenants with the District Council in respect of the obligations in Schedules 2, 3, 5 and 6. The Owner covenants with the County Council in respect of the obligations in Schedules 1 and 4 (cls 4.1 and 4.2).

2.5 Vistry acknowledges that the Site is bound by the terms of the Agreement. However, Vistry does not have any liability under the Agreement until it becomes an Owner of the Site (cl 11).

2.6 No person will be liable for any breaches after they have parted with their interest in the Site. However, they will continue to be liable for breaches caused prior to parting with their interest (cl 12).

### **3 Affordable Housing – Schedule 1**

3.1 40% of the Dwellings are to be provided as Affordable Housing in the following mix:

3.1.1 25% First Homes;

3.1.2 67% Affordable Rent Units; and

3.1.3 8% Shared Ownership Units

3.2 An Affordable Housing Scheme must be submitted and approved prior to the Commencement Date. The Affordable Housing Units must thereafter be delivered in accordance with the approved Affordable Housing Scheme (paras 1 and 2, Part 1).

3.3 All Affordable Housing Units (save for First Homes) must be completed and transferred to the AHP prior to the Occupation of 50% of the Open Market Units (para 3.1, Part 1).

3.4 The Agreement contains the NHF Industry Standard mortgagee release provision and release provisions for those that have acquired a right to buy or right to acquire or who have acquired all of the equity in their Affordable Housing Unit (para 4, Part 1).

3.5 The Agreement contains the Government standard First Homes provisions (Part 2)

### **4 Contributions**

4.1 The Owner is to pay the following Contributions to the Council/County Council:

<b>Contribution</b>	<b>Amount</b>	<b>Trigger</b>	<b>Indexation</b>	<b>Reference</b>
Childcare Contribution	£1,619.00  (to be recalculated in accordance with Sch 9 if the Development Mix differs to that in the Agreement)	Prior to the Commencement Date	BCIS from the first quarter of 2022 to the date of payment.	Para 1, Sch 1
Library Contribution	£32,687.00	Prior to the Commencement	BCIS from the first quarter	Para 2, Sch 2

	(to be recalculated in accordance with Sch 9 if the Development Mix differs to that in the Agreement)	Date	of 2022 to the date of payment.	
Monitoring Contribution	£680.00	Prior to the Commencement Date	RPI from July 2021 to the date of payment.	Para 3, Sch 1
Primary Education Contribution	£1,157,013.00 (to be recalculated in accordance with Sch 9 if the Development Mix differs to that in the Agreement)	50% prior to the Commencement Date; and 50% prior to the Occupation of 50% of the Dwellings	BCIS from the first quarter of 2022 to the date of payment.	Para 4, Sch 1
Secondary Education Contribution	£1,266,848.00 (to be recalculated in accordance with Sch 9 if the Development Mix differs to that in the Agreement)	50% prior to the Commencement Date; and 50% prior to the Occupation of 50% of the Dwellings	BCIS from the first quarter of 2022 to the date of payment.	Para 5, Sch 1
Special Educational Needs and Disabilities Contribution	£158,171.00 (to be recalculated in accordance with Sch 9 if the Development Mix differs to that in the Agreement)	Prior to the Commencement Date	BCIS from the first quarter of 2022 to the date of payment.	Para 6, Sch 1
Sustainable Transport Contribution	£1,299,000.00	50% prior to the Commencement Date; and 50% prior to first Occupation	CPT Index from April 2023	Para 7, Sch 1
Waste Service Recycling Centre	£46,062.00 (to be recalculated in accordance	Prior to the Commencement Date	BCIS from the first quarter of 2022 to the date of	Para 8, Sch 1

Contribution	with Sch 9 if the Development Mix differs to that in the Agreement)		payment.	
Waste Service Transfer Station Contribution	£8,829.00	Prior to the Commencement Date	BCIS from the third quarter of 2022 to the date of payment.	Para 9, Sch 1
Youth Contribution	£40,927.00  (to be recalculated in accordance with Sch 9 if the Development Mix differs to that in the Agreement)	Prior to the Commencement Date	BCIS from the first quarter of 2022 to the date of payment.	Para 10, Sch 1
Leisure Contribution	Calculated as follows:  $(A \times B) / 1,000 = C \times \text{Occupancy} = D$ <p>A = Local Standard of Provision – 82.58sqm per 1,000 population.</p> <p>B = Cost per sqm – £3,908.</p> <p>C = Contribution per person – £322.72.</p> <p>D = Total contribution.</p> <p>Occupancy – The Council will base its calculations for the net increase in on-site population on the following occupancy rates, which are taken from the latest available</p>	Prior to the Commencement Date	BCIS from the first quarter of 2022 to the date of payment.	Para 1, Sch 3

	<p>information from Hertfordshire County Council:</p> <p>1 bed – 1.5 people</p> <p>2 bed – 1.7 people</p> <p>3 bed – 2.3 people</p> <p>4 bed – 3 people</p> <p>5+ bed – 4 people</p>			
East of England Ambulance Service Trust Contribution	<p>Calculated as follows:</p> <p><math>A = B \times C \times D</math></p> <p>A = EEAST Contribution</p> <p>B = Population yield of the Development, calculated assuming 2.4 persons per Dwelling.</p> <p>C = Rate of 0.19</p> <p>D = Ambulance callout cost of £675</p>	Prior to the Commencement Date	BCIS from the first quarter of 2022 to the date of payment.	Para 2, Sch 3
General Medical Services and General Practitioner Services	£1,292.00 per Dwelling	Prior to the Commencement Date	BCIS from the first quarter of 2022 to the date of payment.	Para 2, Sch 3

Contribution				
Travel Plan Evaluation and Support Contribution	£10,200.00	Prior to the Commencement Date	RPI from May 2014 to the date of payment	Para 1.1, Sch 4

- 4.2 The Council and County Council may only use the Contributions for the purposes specified in the Agreement (cls 5.1 and 5.2).
- 4.3 Any County Council contributions which are not spent within ten years of the notice of Completion being served on the County Council are to be returned to the paying party (Cl 5.2).
- 4.4 The Council will repay any part of the Leisure Contribution, East of England Ambulance Services Trust Contribution and General Medical Services Trust Contribution which are unspent within ten years of receipt (cl 6.2).
- 4.5 The Council must obtain a binding commitment from the East of England Ambulance Service and NHS Hertfordshire and West Essex ICB prior to transferring the East of England Ambulance Service Trust Contribution and General Medical Services and General Practitioner Services Contribution to them (cls 6.3 and 6.4).

## **5 Travel Plan – Schedule 4**

- 5.1 The Travel Plan must be submitted and approved prior to first Occupation of the Development (para 2.1). The Travel Plan must be complied with at all times during Occupation of the Development.
- 5.2 The Travel Plan Coordinator must have been appointed prior to first Occupation of the Development (para 2.1).
- 5.3 A Residents Travel Pack and Sustainable Travel Voucher (£50 per flat and £100 per house) must be submitted and approved prior to Occupation of any Dwelling. The first two residents of each Dwelling must be provided with a Residents Travel Pack and the first Resident of each Dwelling is to be provided with a Sustainable Travel Voucher (paras 2.6 to 2.8).

5.4 The Agreement contains review provisions and requires the Owner to comply with any recommendations by the Country Council, failing which the County Council can take enforcement action (paras 2.9.4, 2.9.5, 3.1 and 3.2).

5.5 All leases and licences of the Site must include a covenant requiring occupiers to comply with the Travel Plan. The Owner must provide the County Council with extracts of leases and licences confirming that and must use reasonable endeavours to enforce any breaches (paras 2.9.6 and 2.9.7).

## **6 Biodiversity Offsetting – Schedule 5**

6.1 A Biodiversity Offsetting Scheme (to provide for a 10% net gain and which may include offsite measures) must be submitted to the Council prior to the Commencement Date and must be approved prior to any development above damp-proof course (para 1.1 and 1.2)

6.2 The Biodiversity Offsetting Scheme must be implemented in full prior to the Occupation of the Development and must thereafter be complied with at all times (para 1.3).

## **7 Self-Build and Custom-Building Plots – Schedule 6**

7.1 10% of the Open Market Units are to be provided as Self-Build and Custom Housebuilding Plots.

7.2 The Self-Build and Custom Housebuilding Scheme must be submitted and approved prior to Commencement of Development (para 1.1).

7.3 The Self-Build and Custom Housebuilding Plots must be made available in a Serviced Condition prior to the Occupation of more than 50% of the Open Market Units (para 1.2).

7.4 The Self-Build and Custom Housebuilding Plots may only be transferred to those on the Self-Build and Custom Housebuilding Register, a Qualifying Self-Build and Custom Housebuilder Developer or those approved by the Council in writing (para 1.3).

7.5 If transfers of the Self-Build and Custom Housebuilding Plots have not completed within 12 months of commencement of marketing, the Self-Build and Custom-Housebuilding obligations fall away (para 1.5).

## **8 Open Space – Schedule 7**

8.1 The Open Space Scheme, Open Space Programme and Open Space Management Scheme must be submitted and approved prior to Commencement of Development (paras 1 and 2).

- 8.2 The Open Space must be provided in accordance with the Open Space Scheme and Open Space Programme prior to the Occupation of more than 75% of the Dwellings (Para 4).
- 8.3 The Open Space must be transferred to the Open Space Management Company prior to the Occupation of 90% of the Dwellings. The transfer must ensure that the Open Space is retained as such in perpetuity and is open to the public at all times (save for Permitted Closures) (Para 8).
- 8.4 All transfers and leases of each Dwelling must include an obligation to contribute towards the costs of the Open Space Management Company to maintain the Open Space Land (para 10).

**Clarke Willmott LLP**

**21 September 2023**