

CRANBROOK SECTION 106 AGREEMENT - UPDATE FOR COUNCILLORS

SCHEDULE 1 – AFFORDABLE HOUSING (KAL)

- 40% affordable housing has been secured made up of social rented housing, Homebuy (shared equity) homes and affordable by design plus possibly one other category.
- No affordable homes will be built until after 150 open market dwellings have been constructed.
- With Housing Corporation grant the mix known as the optimum housing mix will be equal to:-

16.5%	(478)	Social rented
13.5%	(292)	Homebuy
10%	(290)	Affordable homes by design
Total 1160		
- Without Housing Corporation grant known as the base mix we get:-

10%	(290)	Social rented
20%	(580)	Homebuy
10%	(290)	Affordable homes by design
Total 1160		
- Legal Agreement accompanied by a Housing Management Charter and Nomination Agreements for the social rented and Homebuy housing.
- Dwellings mixed between 1 bedroom flats to 4 bedroomed detached houses.
- Affordable by design homes are intended to be 20 – 30% smaller than the equivalent market sizes.
- 5% still not agreed.

SCHEDULE 2 – EDUCATION (JA)

- Two primary schools, one secondary school and a special school to be provided for 2,900 dwellings.
- First primary school is in the neighbourhood centre and will be a church school. It is a 420 place school.
- Education campus of 12 hectares includes a 1150 place secondary school, 420 place primary school and the relocated Millwater Special School from Honiton. School campus capable of accommodating up to 6,500 dwellings.
- First primary school will be built as the New Community starts.
- The education campus will be released for construction by the County Council after 500 dwellings occupied ready to be open at 2,000 dwellings.
- The secondary school facilities will be available for out-of-hours use by the community.

SCHEDULE 3 – HIGHWAYS (KAL)

- The developers are to build the Clyst Honiton Bypass between the old A30 and new A30.
- Contributed towards the A30 slip road, the bus lane at Junction 29 M5, Junction 30 improvements, off-site minor road improvements and works to Crannaford level crossing.
- Junction 29 improvement is causing a delay in finishing the Legal Agreement as the Highways Agency requires the funding for the Junction 29 upgrade paid upfront to allow development received beyond 2,200 dwellings at the 2,201 dwelling occupation – that is for up to 3,500 dwellings.
- Funding from the Regional Fund allocation and the Regional Infrastructure Fund will assist but Section 274 Agreement required for Devon County Council to carry the financial risk for the Junction works.

SCHEDULE 4 – FOOTPATHS & CYCLEWAYS (JA)

- Connections have been made both east, west and north from the New Community for both footpaths and cycleways.

SCHEDULE 5 – PUBLIC TRANSPORT (JA)

- The developers will pay a bus service contribution in 6 annual instalments (indexed linked). This is to provide bus services starting at two services per hour, through three services per hour, through to four services an hour by dedicated shuttle bus service to Exeter calling at Skypark, Honiton Road park and ride, Exeter Business Park, Sowton Industrial Estate and Marsh Barton.

SCHEDULE 6 – RAILWAY STATION (KAL)

- Developers will pay for the provision of the railway station.
- Railway station shall have been completed by the 750th dwelling.
- However likely that station will be put in when the first loop put on the Waterloo line bringing the construction of the station forward to December 2009.

SCHEDULE 7 – TRAVEL PLANS (KAL)

- These are required for all commercial buildings and schools within the development.
- A Travel Coordinator will be appointed whose role is to encourage and foster and approach the travel that does not rely on the private car.

SCHEDULE 8 – OPEN SPACE & PLAY AREAS (JA)

- There will be two NEAPs and six LEAPs together with a skateboard park within the development.
- Each NEAP will contain a multi use games area (MUGA) such as a basketball court.

SCHEDULE 9 – SPORTS PITCHES (KAL)

- Two senior grass football pitches and one cricket square will be provided on 7.3 hectares of service land.
- Changing areas will be provided in association with these.
- One all weather pitch will be provided at the senior school campus for use by the community.

SCHEDULE 10 – THE COUNTRY PARK & NATURE RESERVE & STREET SCENE DEPOT (JA)

- The large Country Park will be set out in two phases and transferred to the District Council to run on behalf of the community. The Park will contain all the attenuation basins and drainage swales to facilitate a SUDs drainage scheme and deal with flooding in the area.
- The Park covers the whole of the flood plain area within the red line.
- A street scene depot will be provided together with a Country Park Resource Centre for hosting school's groups for example, on the edge of the Country Park at developers cost. These buildings will be transferred to East Devon District Council.

SCHEDULE 11 – LANDSCAPING (KAL)

- This deals with off-site highway landscaping, off-site landscaping, on-site landscaping and on-site highway landscaping.
- Maintenance period for commuted sum is 10 years.
- A Schedule of Rates for the landscaping works is being negotiated.

SCHEDULE 12 – DRAINAGE (KAL)

- This is an incomplete Schedule at present but intends that East Devon District Council will be paid a commuted sum for the adoption of the SUDs drainage scheme sufficient to enable EDDC to maintain it in perpetuity – but only when we are satisfied about the level of risk involved long term.

SCHEDULE 13 – PUBLIC CONVENIENCES (JA)

- At 1,100 dwellings the developers will lay out and complete a public convenience building in the town centre area to a specification agreed with EDDC.
- A commuted sum will be paid for the maintenance of this building.

SCHEDULE 14 – RECYCLING CONTRIBUTION (JA)

- A financial contribution has been agreed by DCC as the contribution to the new recycling centre to be provided in Exeter at Pinhoe Road. Bid to New Growth Point funding has been made to help assist in the delivery of this.

SCHEDULE 15 – PUBLIC REALM (JA)

- This deals with the street furniture of the public realm, and its maintenance.

SCHEDULE 16 – NEW COMMUNITY OFFICER (KAL)

- Developers are paying for a New Community Officer for a period of 3 years.
- This Officer to be dedicated to dealing with Cranbrook applications and enforcement.

SCHEDULE 17 – YOUTH FACILITIES (KAL)

- An area of land has been provided for a youth centre but no capital for the building. This is an area of 0.2 hectares.
- Temporary Youth Centre Contribution i.e. mobile facilities, as a lump sum contribution.
- A youth worker contribution will be paid annually until a permanent youth centre has been constructed on the youth centre land.

SCHEDULE 18 – COMMUNITY DEVELOPMENT WORKER (JA)

- At 500 dwellings or within 3 years of the commencement of development, whichever is the sooner, annual payments will be made for a community development worker.
- This post to be drawn from the Devon Community Council.
- Payments to cease 1 month after the Town Council Offices and library have been completed and offered for transfer to EDDC.

SCHEDULE 19 – TOWN COUNCIL OFFICES & LIBRARY (KAL)

- A combined Town Council office and library building will be provided by the developers on a site area of 0.1 hectares with 350 square metres for the library and 230 square metres for the Town Council offices. This may form part of a bigger complex with residential above.
- The building will be transferred to EDDC with a separate arrangement with the County for use of the library building.
- An annual mobile library contribution will be paid annually until the library is built.
- Arrangements be made to accommodate a further 50 square metres for a library capable of handling 6,500 dwellings is being negotiated.
- At 50 occupations the developers will pay a lump sum of money to set up a Parish Council – elections, website, clerk.
- At 250 occupations a larger lump sum will be paid as a reserve for the new Parish Council after which it can raise a precept.

SCHEDULE 20 – POLICE FACILITIES (JA)

- An area of 0.25 hectares of service land will be provided for a police station at a site to be yet agreed.

SCHEDULE 21 – COMMUNITY CARE CAMPUS (KAL)

- This will house the Health & Well Being Centre for the PCT, the children's centre for Devon County Council, extra care housing for social services.
- The community care campus is an area of 1.3 hectares of service land in one parcel.
- There is a children's centre contribution capital sum to be paid by the developers to facilitate 250 square metres of building within the community care campus.
- No funds secured for the Health & Well Being Centre (commercial project) or the extra care housing (the latter having come very late to the table).

SCHEDULE 22 – PLACE OF WORSHIP LAND & CHURCH WORKER RESIDENTIAL ACCOMMODATION (JA)

- Means a place of worship land is an area of 0.2 hectares and at the request of Churches Together for Devon does not include a building. Community to decide what is required.
- A parsonage will be built for a faith worker and transferred to EDDC in an agreed location at 150 dwellings.

SCHEDULE 23 – MULTI PURPOSE BUILDING (JA)

- We currently have a full planning application for this building.
- This building will be delivered at 150 occupations and will be within the first neighbourhood centre.
- This building will be constructed to BREEAM standard Excellent.
- It will house to start with the children destined for the first primary school. Upon then transferring to the new primary school at 500 occupations the building will then be used by the PCT as a GPs practice, by the police, by the ambulance staff, by citizen's advice the Parish Council and by the community as it chooses.
- A revenue contribution is currently in dispute for this building – however there is a rental income available.

SCHEDULE 24 – TOWN & NEIGHBOURHOOD CENTRES RETAIL FACILITIES (KAL)

- The town centre will cover an area of 12.1 hectares including the supermarket and the number of units available – yet to be agreed.
- The neighbourhood centre is 0.6 hectares in size and is co-located with the multi purpose building and the first primary school. It will include a convenient store of no more than 350 square metres gross plus other shops.

SCHEDULE 25 – SUSTAINABILITY PROVISIONS (JA)

- All private houses in this development will be built to Level 3* of the Code for Sustainable Homes. EDDC are proud to have been the first Council in the Country to secure this.
- At present the Housing Corporation funded properties will be at Ecohomes Very Good but with a new bid being submitted likely to also be Level 3* of the Code for Sustainable Homes.
- Renewable energy will be delivered on site at 16.7% of all energy usage and is principally delivered by the use of biomass boilers in the commercial development.
- Other elements of sustainability are already built in to the community with public transport (rail, bus, cycle and foot) and provision of all the relevant facilities in terms of education, employment, retail, leisure and health.

SCHEDULE 26 – PEBBLEBED HEATH SPECIAL PROTECTION AREA (KAL)

- It has been agreed that the developers will undertake a survey of visitor usage when the development begins and 2 years later to ensure that no pressure is being felt by the Heaths as a result of the development.