

Viability Review of the Development of Chilmington Green, Ashford, Kent

On behalf of Ashford Borough Council

September 2014
Rev A

Andy Leahy BSC FRICS MIOd

Bespoke Property Consultants
Arundene Orchard, Loxwood Road,
Rudgwick, West Sussex RH12 3BT

Tel: 01403 823425 Fax: 01403 824075



Bespoke Property Consultants

maximising development potential

CONTENTS

1.0	Instructions
2.0	Executive Summary
3.0	Policy Context
4.0	Assessment inputs and assumptions
Appendix 1	Viability appraisal results
Appendix 2	
2a	S.106 General Heads of Terms
2b	Viability Review Methodology
Appendix 3	
3a	S.106 and infrastructure schedule
3b	Summary Review model
3c	Data sources
Appendix 4	TM letter to Ashford Borough Council 20 August 2014

1.0 Instructions

- 1.1 Bespoke Property Consultants (BPC) has been instructed by Ashford Borough Council to review the applicant's viability assessment of the proposed development at Chilmington Green, Ashford, Kent.
- 1.2 In carrying out this review, BPC has been in discussion and negotiation with the applicant's viability consultant Turner Morum since January 2013. Numerous meetings have been held with Turner Morum, the applicants, and Ashford Borough Council.
- 1.3 These discussions have led to the issue of a summary statement from Turner Morum, dated 20 August 2014 (Appendix 4) and the agreed financial appraisal dated 16 September 2014 (Appendix 1)
- 1.4 BPC have inspected the property in 2013 and 2014.
- 1.5 This assessment is provided for the purposes of agreeing appropriate S.106 obligations and is not a valuation of the subject site or scheme. It is provided for the sole use of the party to whom it is addressed. It is confidential to the addressee and their professional advisors. Bespoke Properties Ltd accepts responsibility to the Client named at the start of this report alone that this report has been prepared with the skill, care and diligence reasonably to be expected of a competent consultant, but accept no responsibility whatsoever to any person other than the client themselves.
- 1.6 Neither the whole nor any part of the report nor any reference thereto may be included in any published document, circular, or statement, or published in any way, without the prior written approval of Bespoke Properties Ltd.

2.0 Executive Summary

- 2.1 We have reviewed the appraisals by Turner Morum produced between January 2013 and September 2014 and concluded that the main issues relating to the viability of the scheme are the S.106, infrastructure costs and the original sales values.
- 2.2 We have agreed the appraisal of the scheme dated 16 September 2014 and the results of this are shown at Appendix 1.
- 2.3 We have reviewed the inputs and assumptions used by Turner Morum as set out in section 3. By negotiation we have arrived at assumptions that fairly reflect the scale and nature of the scheme as well as industry and market norms.
- 2.4 The build cost allowances including infrastructure have been fully reviewed and are appropriate to the level of information available.
- 2.5 We have agreed a benchmark land value based on market information and previous schemes we have worked on in the Ashford area and across the south of England. The benchmark is £100,000 per gross acre which gives a total benchmark land value of £98,630,000.
- 2.6 The appraisal of the scheme with 10% affordable housing provision shows a residual land value of £99,539,619 which is just above the benchmark land value. It is therefore viable with policy compliant, S.106 contributions of £103,600,000.
- 2.7 As the Council is being asked to grant consent with less than a policy-compliant provision of affordable housing in phase 1, we are recommending a viability review mechanism is included in the S.106 agreement as shown in the draft HoT and Review Methodology set out at Appendix 2.
- 2.8 In order to be compliant with CIL Regulation 122, any contributions generated by the review procedure must be capped at the value of the contributions foregone plus indexation from the date of the planning consent. This is covered in the draft S.106 HoT.

- 2.9 The review mechanism starts after 850 unit completions and will be carried out on every subsequent phase of 600 units at a time 150 unit completions before the end of a phase.
- 2.10 Currently the first five phase reviews of the viability model are currently showing a deficit against the benchmark land value due to the early cost of infrastructure and S.106 items. This position will be recovered in later phases and overall the scheme is viable.

3.0 Policy Context

3.1 NPPF

- 3.1.1 Para 173 of the NPPF states *'To ensure viability, the costs of any requirements likely to be applied to the development, such as requirements for affordable housing, standards, infrastructure contributions or other requirements should, when taking account of the normal cost of development and mitigation, provide competitive returns to a willing land owner and willing developer to enable the development to be deliverable.'*
- 3.1.2 The NPPF therefore allows for a profit for the developer which allows for the risks in developing and funding the scheme.
- 3.1.3 The NPPF also allows for a 'return' to encourage the landowner to bring the site forward for development. This 'return' or premium is generally dependent on three factors:
- i) The planning status of the site and the lawful alternative uses it can be used for
 - ii) The aspirations and needs of the land owner
 - iii) The need of the local authority to see the scheme developed

4.0 Assessment Inputs and Assumptions

4.1 Assessment methodology

The applicant's appraisal uses their own viability model which calculates a residual land value per phase. This is an acceptable methodology and is in accordance with RICS Guidance Note 94 on viability in the planning process.

4.2 Unit Mix

The scheme comprises 5,750 units in 9 phases, comprising 1 bed flats – 5 bed houses.

4.3 Values of residential units

4.3.1 The values used within the applicant's appraisal were based on their market research included within the original submission. Clearly during the period which has elapsed since submission, the market has improved considerably.

4.3.2 Bespoke Property Consultants undertook market research on the internet, and through local agents for similar properties in the locality of the proposed development. This was discussed with Turner Morum and an agreed sales rate of £240/ft² has been used in the latest appraisal. This compares to a figure of £193/ft² in the original appraisal.

4.3.3 The gross development value is now £1.54BN compared to £1.19BN in the original appraisal.

4.3.4 Turner Morum have modelled 10% affordable housing provision by unit with a tenure mix of 70% affordable rent and 30% shared ownership.

4.3.5 For the affordable housing units capital values at a rate of £135/ft² have been allowed.

4.4 Build costs

4.4.1 Turner Morum's appraisal includes a Cost Plan V4 (See Appendix 3A) produced by E C Harris. This has been reviewed by our QS, Mr Terry Sullivan, who, following discussion over various inputs has agreed the base build, extra over and infrastructure costs.

4.4.2 The base build cost for the residential units has been agreed at £120/ft², including external works and £8.66/ft² for extra over build costs to meet the quality agenda set out by the Council.

4.4.3 The Cost Plan, including all Infrastructure and S.106 costs including “work in kind”, has been checked and verified by Mr Sullivan

4.5 **Appraisal assumptions**

4.5.1 **Professional Fees** – Turner Morum have included in the prelims/overheads section of the cost plan £24,908,181. This includes £11,902,526 of council fees and bonding costs. General professional fees for each phase have been allowed at 7%. Both costs are appropriate. This assumption will remain constant in the subsequent reviews.

4.5.2 **Sales and Marketing** have been allowed at 3.5% which is considered consistent with rates in the current market, fitting the profile of the proposed development and therefore acceptable. An additional allowance of 0.5% has been made for the sale of the affordable housing to a Registered Provider. These assumptions will remain constant in the subsequent reviews.

4.5.3 **Profit** – We and the applicant have adopted figures of 20% for profit for the open market units and 6% for the affordable units, which are acknowledged to be the levels required to ensure debt finance at this stage of the project. There is still an outstanding debate as to what profit might be used in reviews, where risks on build issues will be lower.

4.5.4 **S.106 Contributions** A cost of £103,587,072 has been allowed. This figure has been calculated by the applicant and checked by the Council to verify it is correct. It is the actual contributions total and the cost of “works in kind”, Affordable Housing, and infrastructure are in addition to this. The total cost is £214M. These figures will be monitored and actual costs incurred used at the reviews.

4.5.5 **Contingency** The applicants have allowed a contingency of 4% on the infrastructure and S.106 items which is a reasonable level. No allowance has been made in addition to the BCIS base build costs for the houses. This assumption will remain constant in the subsequent reviews.

4.5.6 **Finance costs** – An interest rate of 6.75% has been used which is in line with the current market. No further allowances have been made for arrangement fees and bank monitoring costs. It should be noted that during negotiations on the appraisal, the cashflow of the

development and in particular the S.106 spend has been improved, whereby £25.2M has been saved in interest costs. The interest rate will remain a constant assumption in future reviews.

4.6 **Benchmark Land Value**

When negotiations began the applicants sought a land value of £150,000 per acre. Using market value evidence, it was subsequently agreed that a price of £125,000 per gross acre is appropriate. This gives a total benchmark land value (BLV) of £98,630,000. Since this figure was agreed the applicants wished to have additional land included in the gross acreage, so we have reduced the BLV rate to £100,000 per gross acre, whilst maintaining the total figure. We believe the BLV total is appropriate and reflective of market conditions in accordance with RICS Guidance and the NPPF. For future reviews the BLV will be indexed by reference to the Savills Greenfield Land Price Index and the Land Registry House Price Index, taking the average of the two indices.

4.7 **BPC Assessment and Conclusion**

- 4.7.1 We have agreed the appraisal, taking account of all the comments on the applicant's inputs and assumptions as noted above. The results of this analysis are shown at Appendix 1 to this report. The main changes in the assessment between January 2013 and now are as follows:

Item	January 2013	September 2014
Gross development value	£1.18BN	£1.54BN
Sales value/ft ² open market sale	£193/ft ²	£240/ft ²
Affordable housing	£112/ft ²	£135/ft ²
Base build cost	£99.1/ft ²	£108.65/ft ²
Design fees on base build	7%	7%
Finance	6.75%	6.75%
Actual finance cost	£52.45M	£27.3M
Affordable housing	22% average	10% of phase 1
Profit: open market	20%	20%
Profit: affordable housing	6%	6%

Scheme surplus / deficit	-£123.2M	+£0.9M
Residual land value	-£23,787	+£99.5M
Infrastructure	£84M	£111M
S.106	£105.66M	£103.58M

- 4.7.2 Therefore policy compliant S.106 contributions with affordable housing at 10% in the first phase can now be provided.
- 4.7.3 The difference between residual land value and benchmark land value is dependent upon the estimated average prices being achievable and build costs incurred. It is therefore recommended that viability reviews to establish the amount of affordable housing on subsequent phases should be reserved until there is evidence of the selling prices achieved. The methodology of the review mechanism is set out at Appendix 2b.
- 4.7.4 We believe that the current appraisal is as robust and accurate as can be made on an outline planning application of this magnitude with the design information which is available.
- 4.7.5 The proposed review mechanism is flexible and will reflect market movements whilst allowing the Council to obtain additional affordable housing on site should market conditions improve.
- 4.7.6 The HoT for the S.106 secures the S.106 contributions that the Council require to mitigate the impacts of the development, despite the scheme currently being unviable over the first five phases. Viability will ultimately be recovered in the latter phases of the development. That said, a real price inflation of 1.8% over build cost inflation would make the early phases viable.

Appendix 1

SUMMARY

Description	Total Units	Market Units	Affordable Units	% Affordable	GDV	Total Costs	Residual Land Value	EUV	Surplus/ Deficit	Viable/ Non-Viable?
Review 1	1,000	900	100	10%	£265,995,218	-£252,356,273	£13,638,945	£17,186,605	-£3,547,660	NON-VIABLE
Review 2	600	540	60	10%	£163,464,207	-£155,248,648	£8,215,559	£10,287,585	-£2,072,026	NON-VIABLE
Review 3	600	540	60	10%	£161,054,007	-£154,172,866	£6,881,141	£10,287,585	-£3,406,444	NON-VIABLE
Review 4	600	540	60	10%	£161,054,007	-£153,674,736	£7,379,271	£10,287,585	-£2,908,314	NON-VIABLE
Review 5	600	540	60	10%	£161,054,007	-£152,224,147	£8,829,860	£10,287,585	-£1,457,725	NON-VIABLE
Review 6	600	540	60	10%	£161,121,987	-£150,800,995	£10,320,991	£10,287,585	£33,407	VIABLE
Review 7	600	540	60	10%	£161,121,987	-£150,017,292	£11,104,695	£10,287,585	£817,110	VIABLE
Review 8	600	540	60	10%	£160,745,007	-£149,087,859	£11,947,608	£10,287,585	£1,660,023	VIABLE
Review 9	550	495	55	10%	£147,301,369	-£126,079,819	£21,221,550	£9,430,286	£11,791,264	VIABLE
WHOLE SITE	5,750	5,175	575	10%	£1,542,911,793	-£1,443,662,634	£99,539,619	£98,629,985	£909,634	VIABLE

Whole Site Surplus/ Deficit

£909,634

Review 1 Affordable	
Phase 1 Affordable	10%

Review 2 Affordable	
Phase 2 Affordable	10%

Review 3 Affordable	
Phase 3 Affordable	10%

Review 4 Affordable	
Phase 4 Affordable	10%

Review 5 Affordable	
Phase 5 Affordable	10%

Review 6 Affordable	
Phase 6 Affordable	10%

Review 7 Affordable	
Phase 7 Affordable	10%

Review 8 Affordable	
Phase 8 Affordable	10%

Review 9 Affordable	
Phase 9 Affordable	10%

Appendix 2a

Appendix 9 - 12/00400/AS – Land at Chilmington Green – Heads of Terms for a s106 agreement

Legislation

Planning obligations under Section 106 of the Town and Country Planning Act 1990 (as amended), commonly known as s106 agreements, are a mechanism which make a development proposal acceptable in planning terms, that would not otherwise be acceptable. They are focused on site specific mitigation of the impact of development. A s106 obligation can:

1. restrict the development or use of the land in any specified way
2. require specified operations or activities to be carried out in, on, under or over the land
3. require the land to be used in any specified way; or
4. require a sum or sums to be paid to the authority on a specified date or dates or periodically

The legal tests for when LPA's can use a s106 agreement are set out in regulation 122 and 123 of the Community Infrastructure Levy Regulations 2010 as amended. With regard to CIL compliance, the test is that a planning obligation may only constitute a reason for granting planning permission for the development if the obligation is:

- (a) necessary to make the development acceptable in planning terms;
- (b) directly related to the development; and
- (c) fairly and reasonably related in scale and kind to the development.

During the course of negotiating the Heads of Terms set out below, officers from ABC and KCC have provided clear evidence for all proposed contributions and works of how the sums have been calculated (with the scale directly relating to the scale of the development applied for) and how they will be spent to directly benefit the residents of Chilmington and mitigate the impact of the development on service provision. The policy references and other starting points are set out in the table below together with any necessary commentary.

National Planning Policy Framework (NPPF) – Policy Tests

As well as the legal tests, the policy tests are contained in the National Planning Policy Framework (NPPF):

"203. Local planning authorities should consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations. Planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition.

204. Planning obligations should only be sought where they meet all of the following tests:

- *necessary to make the development acceptable in planning terms*
- *directly related to the development; and*
- *fairly and reasonably related in scale and kind to the development."*

"205. Where obligations are being sought or revised, local planning authorities should take account of changes in market conditions over time and, wherever appropriate, be sufficiently flexible to prevent planned development being stalled."

Officers consider that all of the recommended obligations below meet the CIL tests and are necessary to make the proposed development acceptable in Planning terms.

	Detail of Obligation	Amount(s)	Trigger Point(s)	AAP and other policy references (in accordance with the requirements of the CIL Regulations set out above)	Notes
	Affordable Housing				
1.	<p>a) Subject to viability appraisal(s) as set out in Head 37, to provide not less than 30% of the total 5, 750 dwellings as affordable housing (AH), comprising 60% affordable rented units and 40% in other forms of affordable provision (or such other proportion as the Council specifies) and to such standards, timings and other particulars as the Council specifies in an affordable housing scheme(s). The affordable housing shall be owned and managed by a registered provider of social housing previously approved by the Council.</p> <p>b)The initial phase (for viability purposes) of 1000 dwellings to deliver 10% AH. Thereafter, viability to be reassessed for each subsequent “phase” (as defined by Head 37) to determine the level of AH provision for that phase. No phase shall deliver less than 10% or more than 40% affordable housing (direct provision).</p> <p>c) 5% of all affordable housing units to be Habinteg Wheelchair Housing Design Guide Standard, to cater for people with physical disabilities and families with disabled children.</p> <p>d) The Developers to build all units unless otherwise agreed (see below) and transfer them to the ownership of Housing Associations. Alternatively, subject to prior approval by the Council, to gift land plot/s to Housing associations and or Ashford Borough Council together with financial contributions for construction of the units to deliver a number of the units on the plot/s of which they would retain</p>	<p>Phase 1 - [60] affordable rented units</p> <p>[40] Intermediate tenure units</p> <p>Phases 2 - 9 – delivery (scale and tenure) to be approved by LPA following a review of viability for that phase.</p>	<p>To be agreed in the affordable housing scheme to be approved prior to commencement of each viability phase but based on</p> <p>AAP Main Phase 1 – 448 units</p> <p>AAP Main Phase 2 – 341 units</p> <p>AAP Main Phase 3 – 467 units</p> <p>AAP Main Phase 4 – 469 units</p> <p>All affordable units within a sub-phase to be built and transferred before occupation of 75% of the open market dwellings within that viability phase.</p>	<p>Core Strategy policy CS12 (which requires 30% AH), the Affordable Housing SPD and guidance in the NPPF.</p> <p>AAP – policy CG1- c) delivery of varied housing offer, CG18 – Provision of Affordable Housing; development aims to provide a total of 30% affordable housing (1, 725) with a tenure split of 60% affordable rent and 40-% other forms of affordable provision. Viability case for lesser provision may be accepted by the Council. No less than 10% AH and a maximum of 40% in any main phase.</p> <p>Reference should be made to the Chilmington Green Accommodation Quality Charter – Older People and Vulnerable Groups to assist in understanding the Councils objectives with these particular types of accommodation.</p>	<p>Please refer to Head 37 for how viability is proposed to be assessed across the scheme as a whole and within each viability phase (as defined by Head 37). The main outcome of the viability reviews of each such phase will be to determine the scale and type of AH to be provided within each viability phase. Although the obligation to provide AH within the first viability phase of 1000 dwelling units will be fixed at 10% and the mix indicated in column 2, the levels of and type (within certain parameters – see below) of AH within each subsequent phase will be determined by viability reviews of those phases and through the agreement of AH schemes for those phases.</p> <p>The levels of Affordable Housing are key to the viability of the site due to the significant cost of subsidising “traditional” forms of AH. AH only and (no other infrastructure provision) may be reduced within each phase from the target of 30 % provision if it can be demonstrated that a given phase cannot afford its full complement of 30% provision.</p> <p>The Council may accept a viability case for a reduction from 30% AH provision within a phase, but the level of AH provision within each and every phase will not fall below 10% and not exceed 40% of the total dwellings within each and every phase. Furthermore, the level of AH provision will not exceed 40% and fall below 10% of the total dwellings across any “main phase” (as defined by the AAP).</p> <p>The Council may also accept a departure from the obligation in column 1 to have 60% of all Affordable Housing being affordable rented within a phase. However, the level of affordable rented provision within each and every phase will not fall below 30% of the total AH provided within each and every phase and the level of affordable rented provision will not fall below 30% of the total Affordable Housing provided across any “main phase”.</p>

	<p>ownership. This to include the scope to use the plots sold to Ashford Borough Council to deliver self- build options.</p> <p>e) The Developers to also covenant to sell serviced land parcels at market value to RP's if an offer equivalent to an offer from another developer is received from an RP.</p> <p>(Housing principles document to be agreed and appended to S106)</p>				<p>If there is any agreed under – provision of the level of AH within a phase (i.e. below 30% of all dwellings within a phase being AH) that under – provision will be rolled over to the next phase and provided therein subject to the viability of that phase as demonstrated by its viability appraisal and the application of a cap on the maximum provision of AH within any and all phases of 40%.</p> <p>If there is any agreed under provision of affordable rented within a phase (i.e. below 60% of total affordable housing provided within that phase) that under provision will be rolled over to the next phase and provided therein subject to the viability of that phase as demonstrated by its viability appraisal.</p> <p>There are a number of areas within particular Main phases of the development where it may be appropriate to deliver greatly reduced or no affordable housing to assist the developer to achieve the design and character area ambitions of the Chilmington Green Area Action Plan. The character areas in question where this approach could be adopted include the:</p> <ul style="list-style-type: none"> • Chilmington Green Hamlet Character Area • Southern Fringe Character Area • Discovery Park Edge Character Area <p>Delivery of the older person's accommodation and supported persons accommodation needs to be synchronised with the District Centre in Main phase 1 and if required following further review in the Local Centres within Main phases 3 and 4, having suitably established facilities to ensure that appropriate service provision is available to assist with the function of these types of accommodation and for the wellbeing of the occupants. If the District Centre and Local Centres take longer to be 'functional' than is anticipated then ABC could accept areas of land set aside for delivery of the older person's and supported accommodation. This land should be in close proximity to the 'centres', to deliver this provision when the 'centres 'are suitably established.</p>
	Sustainable Design and Construction				
2.	<p>Carbon Off- Setting Contribution</p> <p>To make contributions to the Ashford</p>	To be calculated using the shadow price of carbon set	No occupation of a building until the energy	Core Strategy policies CS1, and CS10 (C), the Sustainable Design and	The achievement of the relevant CSH/BREEAM standard will primarily be achieved via a planning

	<p>Carbon Fund based on the residual carbon emissions of the development set out in the energy performance certificate for each building and quantified over 10 years, (as set out in policy CS10 or its replacement).</p> <p>(NB: this Head will deal with the issue of changes to the Building Regulations in 2016, and any other legislative changes)</p>	out in the Sustainable Design and Construction SPD.	performance certificate has been supplied. Contributions to be aggregated to those attributable to tranches of 100 dwellings or paid individually in the case of non-residential buildings.	<p>Construction SPD and guidance in the NPPF.</p> <p>AAP Chapter 12 - Percentage of new homes to meet relevant Code for Sustainable Homes standards as established through Policy CS10 (Core Strategy) and supported through the Sustainable Design and Construction SPD 100%. Percentage of new buildings to meet relevant BREEAM standards as established through Policy CS10 (Core Strategy) and supported through the Sustainable Design and Construction SPD 100%. Percentage of Carbon Dioxide Emissions (regulated) reduced from:</p> <p>1) residential development - At least 15%</p> <p>2) non-residential development - At least 10%</p>	condition. The relevant code for residential is Code 4: the relevant code for non-residential is BREEAM Excellent. There will also be other buildings that will need to achieve a bespoke standard i.e. education buildings. However, achieving carbon neutrality may have to be achieved by the payment of a carbon off-setting payment. In part this will depend on progress on the CHP plant shown in the district centre (Head 3), which is under discussion. This Head provides for such payments to be made, if necessary, in order to achieve compliance with CS10.
3.	<p>Provision of a CHP plant</p> <p>To agree the design and specification of a CHP plant prior to the submission of any RM application in the District Centre or by the occupation of 200 dwellings on the site whichever is the earlier, capable of serving all the development at Chilmington Green, unless otherwise agreed by the LPA. To construct the plant prior to the occupation of any floorspace in the District Centre or by the occupation of 500 dwellings whichever is the earlier. To provide underground ducting to all properties to enable them to receive energy generated by the CHP plant, unless otherwise agreed by the LPA. Once installed, the plant shall be retained in effective working order.</p>	Design and specification to be approved by the LPA prior to occupation of 200 dwellings on the site.	<p>Agree design = prior to 200 dwellings.</p> <p>Construct = prior to occupation of 500 dwellings.</p>	<p>Core Strategy policies CS1, and CS10 (C), the Sustainable Design and Construction SPD and guidance in the NPPF.</p> <p>AAP – Chapter 10 policy CG19 requires a district heating system supported by a Combined Heat and Power system.</p>	See Head 2 above.
4.	<p>Provision of flexible/sustainable residential accommodation</p> <p>1. All houses to meet Lifetime Homes</p>	<p>1. All non-flated accommodation.</p> <p>2. Any residential property with</p>	Approval of RM.	<p>AAP – the Vision for Chilmington Green. Policy CG1 c)</p> <p>The Chilmington Green Quality</p>	

	<p>standard.</p> <ol style="list-style-type: none"> 2. All party/separating structures to achieve airborne sound insulation values at least 8dB higher and impact sound insulation values at least 8dB lower than Approved Document E (2003 edition, with 2004 amendments) 3. All homes to have high-speed internet access (minimum speed of >25 MB). 4. All RM approvals to achieve BforL 12. 5. All homes to be capable of flexible expansion to meet agreed flexibility targets. 6. All daylighting standards to be a minimum of 2% in kitchens and 1.5% in living rooms, dining room and studies – using BS 8206-2 <p>(NB: this Head may be superseded in part through overlap with the Head relating to the Quality Agreement during final negotiation and the Design Code).</p>	<p>separating/party structure.</p> <ol style="list-style-type: none"> 3. All homes. 4. All homes. 5. All homes. 6. All homes 7. All homes. 		Charter 8, 9, 10, 11, 15, 16, 22.	
	Community Management Organisation (CMO)				
5.	<p>Provision of the CMO</p> <p><u>Purpose and Form</u></p> <p>1.1 The developers will work with the Council to agree and jointly set up a CMO that fully accords with the principles set out in the Brief for that organisation agreed between the developer team and the Council and as subsequently agreed by the Chilmington Green Task Group in June 2013 (such Brief to be</p>	As set out in Column1.	Process to commence upon signing of the s106.	AAP – Chapter 8, envisages the creation of a community development trust type arrangement at Chilmington Green, in the form of an independent not for profit organisation, which would aim to bring social, economic and environmental benefits to the community. It would be a community-led organisation with an approach that encourages and supports people taking responsibility for their own communities. Such a trust would	

	<p>annexed to the S106) including providing funding for that process.</p> <p>1.2 The developer shall submit to the LPA and the LPA shall approve the constitutional documentation/arrangements creating and governing the operation of the CMO and the form of entity the CMO will take (notwithstanding the references to limited companies in the Brief referred to above). The constitutional arrangements/documentation shall</p> <p>1) ensure the CMO shall have inclusive governance arrangements as set out and in accordance with the key principles/objectives of the Brief</p> <p>2) Provide for a balanced representation of interests (developer/resident/Local Authority/other) on any board or other governing/voting body</p> <p>and</p> <p>3) ensure the CMO can effectively carry out all of its intended functions including estate management.</p> <p><u>Timing of the creation of the CMO</u></p> <p>2.1 A Shadow CMO Board shall be created and shall be operational at least four months before the commencement of any works on site. The Shadow CMO Board shall be created in accordance with the principles outlined in the brief. The LPA shall approve the identity of the members of the Shadow CMO Board, its terms of reference and its operating procedures prior to it being created, and it shall be</p>			<p>work alongside the existing parish councils – each body having a set of related but clearly distinguished roles and responsibilities.</p> <p>Policy CG10 states:-</p> <p>“In order to help establish a strong community at Chilmington Green, the council supports a community led management arrangement.</p> <p>The preferred solution for community governance at Chilmington Green will need to be determined before outline planning permission is granted but there is scope for a community development trust arrangement to take on the responsibility for managing and maintaining a variety of uses, facilities and space to be delivered as part of the development.</p> <p>A detailed strategy, supported by a business case, will need to be prepared and agreed with the council which will need to establish the scope of the community governance arrangement, how it will evolve and develop over time, and the long term financial sustainability of the model. In particular, this strategy will need to show how the arrangements proposed would successfully interact with and work alongside the existing parish councils.</p> <p>An appropriate level of developer contribution will need to be made in line with the approved business case to provide for the arrangement proposed and for community development (especially in the early years), including staff, premises and equipment costs. This support will need to be provided until a local community management body in a</p>	
--	---	--	--	---	--

	<p>created as approved by the LPA.</p> <p>2.2 Interim paid staff management to be in place and funded with the first stage start-up grant contribution (as set out below) before statutory commencement of any works on site</p> <p>2.3 The “full” CMO as agreed shall be formally established as an entity before the first residential occupation on the site in accordance with the constitutional details approved by the LPA.</p> <p>2.4 A full operating business plan for the 20 year development period (3years in detail, 17 years in outline) to be submitted by the developer in accordance with decision criteria to be previously agreed by the Council in consultation with the CMO within 3 months of statutory commencement on site, and to be reviewed annually. This approved business plan will inform what is ultimately decided/approved by the LPA in consultation with the CMO re the amount of the resident levy and the commercial levy (see 6.1 below)</p> <p><u>CMO responsibilities and transfer of community assets</u></p> <p>3.1 The CMO will own, and/or maintain and manage in ways consistent with its final approved business plan(s) a stock of community assets required by the AAP for residents of the development. In accordance with the requirements set out in other Heads of Terms to draw up and agree detailed sites, specifications and designs for approval by the council and in consultation with the CMO, the developers must either</p> <p>a) provide at least the following</p>			<p>form agreed by the council (e.g. a Trust) has been set up and is operationally effective with a firm financial basis (including property and other endowments and a potential resident service charge regime.”</p> <p>The Chilmington Green Quality Charter – 1, 2, 3 (part), 4, 5,</p>	
--	--	--	--	--	--

	<p>community assets and provide for the unencumbered freehold of these assets to be transferred to the CMO for nil consideration to a timetable to be agreed, or</p> <p>b) provide funding to enable the CMO to deliver those assets.</p> <p>The developer will be responsible for providing appropriate vehicular and pedestrian access to the agreed sites and all necessary and relevant services/utilities to those assets through prior agreement with the LPA, Borough Council and CMO in addition to the costs stated in each Head of Terms referred to. The principal assets are as follows:</p> <p>a) At Discovery Park, outdoor sports pitches as set out in Head 12 below totalling 22.08 ha of land.</p> <p>b) At Discovery Park land (0.04 ha) and funding [£xx] for the construction of a landscaping maintenance depot and workshop (if subsequently deemed needed by the CMO).</p> <p>c) At Discovery Park a sports hub of 1.37ha as set out in Head 12.</p> <p>d) Informal and natural green space of 27.6 ha at the various triggers points stated in Head 8.</p> <p>e) Children's and young people's play space of 6.94 ha as set out in Head 10.</p> <p>f) Allotment space of 2.76 ha as set out in Head 11.</p> <p>g) At Discovery Park strategic park space (DP3) as a contribution from and justified by the development towards a larger strategic park of 7.44ha as set out in Head 12.</p> <p>h) Ecological and visual mitigation land of 92.85 ha.</p> <p>i) Existing woodland xxx (Head 25).</p>				
--	--	--	--	--	--

	<p>j) Flood attenuation/SuDs land of 9.74ha as set out in Head 7.</p> <p>k) At the Hamlet space and the transfer of fully serviced built facilities for a cricket pitch, community pavilion and associated other sporting activities as set out in Head 9 totalling [1.795 ha of land and facilities]</p> <p>l) Built space for two local hubs of [0.06 ha and 0.07 ha] and a district centre community hub of 0.4802ha] as set out in Heads 15 and 14.</p> <p>m) Built space for local health centre. As Head 14.</p> <p>n) Soft landscape verges TBA (maintenance only)</p> <p>o) Bus shelters, benches, litter bins, street name plates and other street furniture TBA (maintenance only)</p> <p><u>CMO operating premises (1, 2 and 3)</u></p> <p>4.1 No later than 12 weeks prior to the first occupation of a dwelling on the site, the developer will provide the CMO Premises 1 comprising of no less than 300 square metres of floorspace of temporary, good quality and fully serviced (in accordance with a specification to be approved by the LPA prior to the commencement of the first dwelling) and accessible/DDA compliant office, meeting, activity, storage and reception space for the use of the CMO (including high-speed internet access of >100MB) together with appropriate temporary parking for staff and visitors. The premises must be on the development site, in a location to be previously approved by the LPA within 3 months of development first commencing. The developer will make this facility available on a lease at nil</p>				
--	--	--	--	--	--

	<p>consideration until the CMO has moved to premises 2.</p> <p>4.2 Within the floorspace of the district centre, within a building designed for ultimate use as commercial and retail floorspace the developer will provide 300 square metres of usable and serviced and accessible floorspace (including high-speed internet access of >100MB) together with appropriate parking for staff and visitors on a lease at nil consideration for the second temporary office and meeting space of the CMO (Premises 2) by the occupation of 500 dwellings on the site. The developer will make this facility available until the CMO has moved to Premises 3.</p> <p>4.3 The CMO will be provided with 300 square metres of permanent office and meeting room space (including high-speed internet access of >100MB) within the community hub as part of the specification for that building (to be constructed and transferred at nil consideration) in the District Centre together with appropriate parking for staff and visitors to allow relocation by the CMO to it by the occupation of 1800 dwellings on the site.</p> <p><u>Commercial, retail and office buildings and/or residential buildings and/or cash endowment</u></p> <p>6.1 The CMO will be provided with the unencumbered freehold title for nil consideration to a mix of a minimum of 20,000 square feet (but up to 50,000 sq ft) of lettable commercial, retail and office buildings (including high-speed internet access of >100MB) or</p>				
--	---	--	--	--	--

	<p>such other form of endowment (i.e. cash endowment or residential units) as is approved by the LPA. The commercial retail and office buildings and/or residential dwellings shall be constructed by the developer to a specification to be previously approved by the LPA/Council in consultation with the CMO.</p> <p>5.2 The endowment shall be delivered to the CMO in accordance with the triggers requirements and processes set out in the document entitled “Mechanism for delivery of endowment to CMO” to be agreed and appended to the s106 [Draft appended to these Heads of Terms]</p> <p>5.3 If it is agreed not to provide 50,000 sq ft of commercial/retail/office, a minimum of 20,000 square feet of commercial/retail/office floorspace shall be provided. This minimum provision shall be supplemented by additional endowment be that additional commercial floorspace and/or residential units and/or cash endowment of a sufficient quantum and appropriate type to generate sufficient income for the CMO over the short and long term to enable the CMO to be self sufficient, the timing of provision of and form of such “additional” endowment to be approved by the LPA in consultation with the CMO in accordance with Annex [LJ insert reference to Annex)</p> <p><u>Other financing of the CMO</u></p> <p>6.1 The developer to put in place the following financing requirements as commitments for ensuring a fully viable and sustainable operating CMO model:</p>				
--	---	--	--	--	--

	<p>a) An annual business levy of £1 per square metre (but ultimately the exact amount to be determined by the first business plan approved by the LPA see 2.4 above) to apply to all commercial, retail and office leaseholders and freeholders within the development (whether or not the floorspace is endowed to the CMO). The CMO to receive the levy and have the ability to vary the amount annually upwards by no more than the consumer prices index (CPI), and have the ability through covenants or other appropriate mechanism to enforce collection in the event of non-payment. The LPA shall approve the legal /mechanism documentation securing this levy for the benefit of the CMO prior to first occupation of any commercial floorspace. There shall be a restriction on the occupation of each premises until such legal mechanism/documentation has been implemented as approved in respect of each premises.</p> <p>b) An annual residents levy per property to be an average of £300 per property (but ultimately the exact amount to be determined by the first business plan approved by the LPA see 2.4 above) adjusted per property according to housing mix) to be secured for the benefit of the CMO in respect of each residential dwelling. The LPA to approve the legal documentation securing this levy for the benefit of the CMO prior to first occupation of a dwelling and there shall a restriction on the occupation of each dwelling until such legal mechanism/documentation has</p>				
--	---	--	--	--	--

	<p>been implemented as approved in respect of each dwelling. The CMO shall have the ability to vary the levy annually by no more than the consumer prices index (CPI), but including the ability to discount or provide exemptions as it sees fit, and have the ability to enforce collection in the event of non-payment.</p> <p>c) A start up grant (to provide for recruitment of interim CMO staff and other start-up costs) of £150,000 from the developers paid before statutory commencement.</p> <p>d) A variable 'deficit grant' of £ per year to be specified depending on the business plan and outturn costs for each year- but a total of £2.3m (payable annually on 5 April for the entire period of the development) by the developers to cover the CMO's annual operating losses until the CMO operating position achieves annual surpluses consistent with the agreed CMO business plan model or for at least 20 years after commencement of development (whichever is later).</p> <p><u>Other matters</u></p> <p>7.1 Design specifications for community and other buildings and open spaces required to be provided by the developer and transferred to the CMO will be subject to a process whereby the LPA/ABC/CMO first signs off a brief produced by the developer which contains a design specification and costing, and whereby the final design is to be approved by the local planning authority in consultation with the CMO shadow or full board and KCC and the PCT as appropriate before planning permission is applied for. Any building will be subject to a one year maintenance period during which the</p>				
--	--	--	--	--	--

	<p>developer will put right any defects that emerge. Flexibility to be retained as to final responsibility to whether the developer or CMO undertake/commissions the building work for each individual requirement.</p> <p>7.2“The developer shall pay an appropriate inspection fee in respect of each building/facility to be transferred to the CMO and all appropriate collateral warranties relating to the construction of the relevant building facility shall be provided to the CMO. Where property is to be transferred to the CMO, the unencumbered freehold to that property shall be transferred to the CMO for nil/nominal consideration and the land shall be free of contamination”.</p> <p>(two papers annexed to the s106 – CMO principles paper and CMO commercial estate paper)</p>				
6.	<p>Early Community Development</p> <p>Provision of funding for staff and accommodation/running costs for a community development programme including the costs of establishing a community website.</p>	[£50, 000 per year payable on statutory commencement date]	Commencement of development and each anniversary of commencement for 5 years until the CMO is fully established and funded.	<p>AAP – chapter 3 Vision for Chilmington Green, paras. 3.6 – 3.11.</p> <p>The Chilmington Green Quality Charter – 1.</p>	These monies are separate from the CMO funding, and derive from the CG Quality Charter requirements although in practice it is likely that staff will work together possibly within the CMO premises.
7.	<p>SUDS provision, maintenance and management contribution</p> <p>1.The laying out and transfer with a contribution to the relevant management body (which may be the CMO) following approval of a maintenance plan for all surface SUDS drainage features that will not be in private ownership. SUDS features to be provided as a minimum are,</p> <p>Detention ponds: 3.40Ha</p>	<p>Capital cost @ £23,759/Ha £80,780.60 (plus all professional fees)</p>	Timing as required to serve developments - to be agreed and provided prior to such development(s) being brought into use.	<p>AAP Chapter 12 - Percentage of new development to meet the relevant maximum run off rates as established through Policy CS20 (Core Strategy) and the Sustainable Drainage SPD – 100%</p> <p>Appendix 3 - SUDS – ongoing delivery of SUDS network, including</p> <p>a) Phase 1 - the delivery of the strategic SUDS pond to the west of Willow Wood - size to be agreed</p> <p>The Chilmington Green Quality Charter</p>	<p>The achievement of the relevant standard run-off rate/discharge rate will primarily be achieved via a planning condition, which will determine the design of SUDs features, their construction and maintenance. The s106 requirement will therefore relate primarily to maintenance of SUDs features within a wider ecological/POS environment, probably by the CMO (see Head 3).</p> <p>The costs both capital & commuted sums use the cost evidence for the PGS&W SPD formulated 2010/11, and therefore requires indexing.</p> <p>It is not yet clear to what extent the CMO will acquire additional SUDS infrastructure and be responsible for its</p>

	<p>Permanently wet ponds: 6.34Ha</p> <p>Total Provided: 9.74 Ha of ponds and swales</p> <p>2. Any other SUDS features not within private ownership proposed as part of agreeing drainage features pursuant to conditions, shall be provided as agreed and should maintenance by either ABC/KCC/CMO be agreed, be subject to the payment of commuted sums to be agreed.</p>	<p>Commuted sum @ £2,200/Ha £7,480 / year for 10 years</p> <p>Capital cost @ £35,639/Ha £225,951.26 (plus all professional fees)</p> <p>Commuted sum @ £550/Ha £3,487 / year for 10 years</p> <p>Capital costs/commuted maintenance sums to be agreed following approval of features.</p>		-21.	<p>upkeep. Hence the sum referred to in column 2 may need to increase or decrease depending on the quantum and nature of other SUDS infrastructure to be adopted by the CMO if offered and agreed. The S106 will set out a methodology to calculate this additional appropriate contribution.</p> <p>Originally it was envisaged that KCC would be responsible for all SUDS features due to commencement of Schedule 3 of the Flood and Water Management Act 2010. Transition arrangements were then revised by Defra, and now the Govt is consulting on a regime that would see ABC responsible for much of SUDS systems. If adoption is sought by the applicant it must be undertaken in conjunction with a Section 38 highways agreement for highway adoption as proposed in KCC's interim drainage adoption guidelines. Adoption would be restricted to the highway boundary, would not normally apply to open spaces and certain elements would require payment of commuted sums. Retrospective adoption by the drainage approving body would not be sought.</p> <p>Subject to satisfactory design KCC will adopt SUDs which are associated with the highway. Decisions in relation to drainage adoption have implications for highway adoption. Therefore both highway and drainage adoption must be considered at the same time.</p>
	Public Open Space, Play Areas, Sports pitches and associated buildings				
8.	<p>Informal/Natural Green Space</p> <p>1. A total of 27.60ha of publically accessible and usable space to be provided on site to include pathways, cycleways, planting and incidental play features.</p> <p>2. The total quantum necessary per phase will be dependent on the size of the AAP Main phase based on 2.0Ha/1000 persons. Likely phasing to be as follows,</p>	<p>Capital cost @ £75,103.73/Ha</p> <p>Likely total = £2,072,862.95 (this excludes all professional fees such as specification and design costs or supervision fees which need to agreed separately depending upon delivery option agreed).</p>	<p>Partly dependant on when other open spaces will be provided, as informal green space provides much of the necessary green routes and these should be delivered in parallel to other strategic open spaces, but no later than,</p> <p>a) . Phase 1 –1000 dwellings</p>	<p>Core Strategy policies CS1, CS2 and CS18, Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP Chapter 12 and Appendix 3 - Additional amount of public open space delivered at Chilmington Green:</p> <p>1. Informal / Natural Green Space - complemented by pathways and cycle routes where appropriate; a) Phase 1 = 6.96 ha</p>	<p>Drainage potentially necessary. Note location of pylons and treatment of the space they are within.</p> <p>The costs both capital & commuted sums are based on the PGS&W SPD. The cost evidence for this policy was formulated 2010/11, and therefore requires indexing.</p>

	<p>a) Phase 1 – 6.96 ha b) Phase 2 – 5.76 ha c) Phase 3 – 7.2 ha d) Phase 4 – 7.68ha</p> <p>3. LPA/ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing for each AAP Main phase, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before any RM applications for a phase is applied for. Any area and the structures/planting within them will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4. Developer to provide/construct in consultation with ABC and CMO and the unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost following the maintenance period.</p>		<p>b) Phase 2 – 2500 dwellings c) Phase 3 – 4000 dwellings d) Phase 4 – 5500 dwellings</p> <p>Developer to provide and maintain for 1 year and transfer to Community Management Organisation at nil consideration.</p>	<p>b) Phase 2 = 5.76 ha c) Phase 3 = 7.2 ha d) Phase 4 = 7.68 ha</p> <p><u>Total</u> = At least 27.6 ha</p>	
9.	<p>Chilmington Hamlet</p> <p>1.To provide the following facilities, on a site area the boundaries of which are to be previously agreed with the Council and CMO,</p> <p>a) 1 x Cricket Pitch 1.42ha b) 1 x Community Pavilion 0.029ha to comprise 297sqm of floorspace (of which 250 sq m needs to be designed to be usable as community space) c) 1 x batting cage 0.019ha d)1 x bowling green 0.16ha e)2 x tennis courts 0.13ha</p>	<p>1. £1,208,000.00 capital build costs (excl fees, contingencies and inflation, specification and design costs or supervision fees which need to be agreed separately.).</p> <p>Access roads and service costs are assumed to be provided by the developer and not part of the above</p>	<p>Brief to be agreed by occupation of 1000 dwellings. To be completed and brought into use by the occupation of 1,400 dwellings, maintained for one year and then transferred free of charge to the CMO.</p>	<p>Core Strategy policies CS1, CS2 and CS18, Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - Chapter 5 and policy CG5 – laying out of the cricket ground. Chapter 6 and policy CG8. Chapter 12 and Appendix 3 - 3.Outdoor sports space :</p> <p>Phase 1 –1.85 ha at the Hamlet</p> <p>Appendix 3- Community space at</p>	<p>Additional facilities have been included in this location that ensures the total outdoor sports allocation is used to create a multi functional leisure facility that will serve a wider demographic of the community and still well within the land identified by the AAP.</p> <p>Note 1 – 1.38ha identified in the OPA is a significant deficit from the 1.85ha identified in the AAP. There are also serious concerns about locating tennis and netball facilities in isolated areas; these will need to be relocated to more appropriate areas such as the Hamlet (as we propose here) or Discovery Park.</p> <p>Due to the sensitive nature of the Hamlet and the</p>

	<p>f)1 x car park 0.025ha</p> <p>Total 1.79 ha site area</p> <p>2. Equipment storage facility (for mowers, rollers etc) on 0.005ha of land adjoining the site of 1. above.</p> <p>3. ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4. Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>	<p>costs.</p> <p>Commuted sum = £241,600.00 (excl indexation)</p> <p>2. £10,000 - £58,000 capital cost</p>		cricket pitch	aesthetic aspirations careful consideration with regards design, may cause costs to rise, as will quality of the existing land, as land drainage will also have an impact on the capital cost and commuted sum.
10.	<p>Children's and Young People's Play Space</p> <p>1.To construct and provide not less than 6.94 ha of Children's and Young Peoples equipped play space as follows</p> <p>a) Main Phases1and 2 – delivering Play Space PS1 (0.5ha) at a location to be agreed but generally at the District Centre, Play Space PS2 (1.5ha) at a location to be agreed but proposed adjacent to the Hamlet on the masterplan and Play Space PS6 (1.44ha) = 3.44 ha in total.</p> <p>b) Main Phase 3 – delivering Play Space PS4 (1.5ha) at a location to be agreed but generally at the location shown on the masterplan</p>	<p>Capital cost @ £470,026.06/Ha</p> <p>Total £3,261, 980. 85 (excludes all professional fees)</p> <p>Commuted sum @ £57,602.09/Ha £399, 758. 50/ year for 10 years</p> <p>Capital sums do not include specification and design costs or supervision fees which need to agreed</p>	<p>Play Space 1 – by the occupation of 500 dwellings.</p> <p>Play Space 2 -by the occupation of 1000 dwellings.</p> <p>Play Space 4 -by the occupation of 4000 dwellings.</p> <p>Play Space 5 -by the occupation of 5000 dwellings.</p> <p>Play Space 6 -by the occupation of 2000 dwellings.</p>	<p>Core Strategy - policies CS1, CS2 and CS18, , Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - Chapter 6 and policy CG8. Appendix 3 - Equipped play space:</p> <p>a) Phase1 - delivering (0.5ha) at District Centre and part of Play Space area (1.2ha) proposed adjacent to the Hamlet = 1.70 ha.</p> <p>b) Phase 2 – Delivering the remaining parts of the play area next to the Hamlet (0.3ha) and part of the play space area (1.14ha) in Discovery Park = 1.44 ha.</p> <p>c) Phase 3 – delivering play space to</p>	<p>A phased delivery for each play space is a consideration for discussion, provided it is carefully planned and provides the necessary quantum of need for the development provided.</p> <p>Drainage potentially necessary. Note location of pylons and treatment of the space they are within</p> <p>The costs both capital & commuted sums are based on the PGS&W SPD. The cost evidence for this policy was formulated 2010/11, and therefore requires indexing.</p>

	<p>c) Main Phase 4 - delivering Play Space PS5 (1.5ha) at a location to be agreed but generally at the location shown on the masterplan and Play Space PS7 (0.5ha) at a location to be agreed but generally at the location shown on the masterplan.</p> <p>3. ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4. Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>	<p>separately. Areas do not include any landscaped buffers/screening around play areas.</p> <p>Designs to be agreed by the CMO and ABC prior to PP being applied for.</p>	<p>Play Space 7 – by the occupation of 5000 dwellings</p>	<p>support southern phase (1.5ha) and rest of play space are envisaged within Discovery Park (0.3ha) = 1.8ha</p> <p>d) Phase 4 – delivering play space area that will support south eastern phase (1.5ha) and play space area (0.5ha) proposed near the western part of Discovery Park = 2 ha.</p> <p>Total = 6.94 ha</p>	
11.	<p>Allotments</p> <p>To provide on- site no less than 2.76ha of allotments as follows,</p> <p>A) Phase 1 – 0.7 ha of equipped space by the occupation of 1000 dwellings,</p> <p>B) Phase 2 – 0.57 ha of equipped space by the occupation of 2, 500 dwellings,</p> <p>C) Phase 3 – 0.72 ha of equipped space by the occupation of 4, 000 dwellings,</p> <p>D) Phase 4 – 0.77 ha of equipped space by the occupation of 5, 500 dwellings,</p> <p>3. ABC/CMO to sign off a brief produced by the developer which contains a design</p>	<p>Capital cost @ £447,916.67/Ha</p> <p>Total £1,236,250.01 (this excludes all professional fees and specification and design costs or supervision fees which need to agreed separately depending on delivery option)</p>	<p>Developer to provide and transfer to Community Management Organisation (CMO)</p>	<p>Core Strategy - policies CS1, CS2 and CS18, , Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - Appendix 3Allotment provision:</p> <p>a) Phase 1 – Leading to 0.7ha of space</p> <p>b) Phase 2 - Leading to 0.57 ha of space</p> <p>c) Phase 3 - Leading to 0.72 ha of space</p> <p>d) Phase 4 – Leading to 0.77 ha of space</p>	

	<p>specification and costing, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4. Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>			Total= At least 2.76 ha	
12.	<p>Strategic Parks and Sports Facilities</p> <p>1. Discovery Park Outdoor Sports Pitches – provision of a variety of outdoor sports pitches – mix TBA.</p> <p>a) Design Brief to be commissioned before the commencement of development to masterplan and scope the park and prepare for public consultation.</p> <p>b) Sum to be paid to ABC 2 months before the commencement of development to engage consultants to draw up a specification for a brief, tender and appoint consultants.</p> <p>c) Consultant to produce Design Brief for consultation by occupation of the 1000th dwelling.</p> <p>d) Brief to include phasing of provision of pitches and associated buildings (likely two phases).</p> <p>e) Agreed brief to be used as a basis for payment of sums or construction by developers.</p> <p>Sports Pitches: 22.08ha of sport pitch land(inc. changing/maintenance buildings) required on site at cost of £34.51 per m2 for pitch provision (taken from Green Spaces PSD). Final decision to be made at design stage, but pitches could comprise,</p>	<p>Design Brief costs £20,000 (plus indexing)</p>	<p>Phase 1 construction to commence by 3, 200 dwellings and be complete by 3, 200 dwellings.</p> <p>Phase 2 construction to commence by 4, 000 dwellings and complete by 5, 000 dwellings.</p>	<p>Core Strategy - policies CS1, CS2, CS18 and CS18a, Public Green Spaces and Water Environment SPD and guidance in the NPPF.</p> <p>AAP - Appendix 3 Strategic Parks and outdoor Sports Space:</p> <p>a) Phase 1 – Leading to 1.081ha of strategic parks and 5.57ha of pitches</p> <p>b) Phase 2 - Leading to 0.86ha of strategic parks and 4.6 ha of sports pitches</p> <p>c) Phase 3 - Leading to 1.08 ha of strategic parks and 5.76ha of sports pitches</p> <p>d) Phase 4 – leading to 1.20 ha of strategic parks and 6.2 ha of sports pitches</p> <p>Total = At least 4.41 ha of strategic parks and 22.08 ha of sports pitches</p>	<p>Potentially 7.5ha of land is unsuitable for outdoor sports pitches therefore the facilities included account for an assumed shortfall in space and are more suitable for the needs of a large scale development and a management trust.</p> <p>The location of the sports pitches and hub needs careful consideration given the ground conditions and significant ecological value of areas of the site suggested in the OPA for the pitches and hub.</p> <p>The facilities identified represent the best use of land, provide an opportunity to deliver iconic, high specification facilities that can be used by the whole spectrum of users as well as becoming regional centres of excellence. The all weather nature of some of these facilities means they can be used year round.</p> <p>A common sense approach will be required towards phasing as some of the indoor facilities such as the changing facilities will need to be delivered in line with the outdoor sports pitches.</p> <p>Potential leisure amenities not included but mentioned in design code workshop: Mountain bike trail, Trim trails, Outdoor amphitheatre</p>

	2 x 3G pitch 1.5 ha	£1, 500, 000.00			
	1 x Hockey Pitch/Astro 0.64 ha	£606,000.00			
	2 x youth pitches 1.22 ha	£150,000.00			
	2 x adult pitches 1.5 ha	£186,000.00			
	2 x Netball courts 0.16ha	£320,000.00			
	Other 9.56 ha	£0			
	Total Outdoor Sport 22.08 ha				
	(NB: Flexibility will be needed on the number/type of pitches to be provided depending upon demand at the time. It may be that surfaces to a better spec plus some informal pitches may ultimately be selected within the overall cost ceiling/area.)	Total capital costs of sports pitches: £2,782,000.00 (plus fees, contingencies and indexing specification and design costs and supervision fees which need to be agreed separately).			
	2. Discovery Park Sports Hub To provide a facility consisting of,				
	Indoor Sports Facility 0.153ha	£2,845,000.00			
	Café/Bar 0.037ha	£553,200.00			
	8 team changing room 0.5ha	£929,500.00			
	Car Parking 0.23ha	£500,000.00			
	Landscaping Amenity grass, verge & planted trees & footpaths	£148,457.00			
	Total Sports Hub Area = 1.37ha	Total Capital Requirement = £4,976,157 (plus fees, contingencies and indexing specification and design costs and supervision fees which need to be agreed			
	a)ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing (including high-				

<p>speed internet access of >100MB), and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for by 1000th. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>b)Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p> <p>3. DP1 & DP2 Discovery Park extensions (27.39ha) – to provide landscaping , woodland planting and access as set out in AAP.</p> <p>4. On site provision DP3 (excluding F6 and 7) - to provide 8.88 ha of laid out Strategic Park (which includes 1.44ha of play areas as set out above at PS6)I ha before occupation of the 1,500th dwellings</p> <ul style="list-style-type: none"> a) A further 0.86 ha before occupation of 2, 500 dwellings b) A further 1.08 ha before occupation of the 4, 000th dwelling c) A further 1.2 ha before occupation of the 5, 500 dwellings. d) Remainder to be agreed. <p>–</p> <p>4.1ABC/CMO to sign off a brief produced by the developer which contains a design specification and costing, and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a</p>	<p>separately).</p> <p>3.Cost to be agreed</p> <p>4.Capital £2,056,813 triggers to be part of the master planning process for Discovery Park</p>			
---	---	--	--	--

	<p>one year maintenance period during which the developer will put right any defects that emerge.</p> <p>4.2Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>				
13.	<p>Cemeteries</p> <p>Off-site contribution towards the provision of cemeteries and associated facilities and maintenance thereof for dwellings occupied post 2020.</p>	<p>Viability Phase 2 - £500k to allow for site acquisition and preparation (identified in new local plan)</p> <p>Viability Phase 3 - £100k for remainder of site layout/ access road/ services etc</p> <p>Viability Phase 6 - £100k Enlargement costs – new roads/ planting etc</p> <p>Viability Phase 9 - £100k Enlargement costs – new roads/ planting etc</p>	Payable for dwellings occupied post 31 st December 2020 in line with the viability phases quoted.	Core Strategy - policies CS1, CS2, and CS18, Public Green Spaces and Water Environment SPD and guidance in the NPPF.	This sum departs from the sums set out in the Public Green Spaces SPD. This is because by aggregating contributions in the way proposed it is realistic that we could deliver a new cemetery.
	Indoor Leisure, Sports and Community facilities (excluding DP) and associated external spaces				
14.	<p>District Centre / Community Hub</p> <p>1. The provision of a facility to comprise the following,</p> <p>a)1 x Multi purpose community leisure building 0.1ha + Associated Hub space i.e. lobby, extra toilets, toilets including an 18sqm Changing Place, DDA compliant kitchen, reception, café, trust office 0.034 ha</p> <p>b)1 x Family & Social Care facility 0.034ha</p> <p>c)1 x Youth facility 0.016ha</p> <p>d)1 x Library access point 0.0012ha</p> <p>e)1 x Community Learning (skills plus) 0.01ha</p> <p>f)1 x dedicated police space 0.005ha</p>	<p>Capital build costs £5,152,127.00 (excl design fees, contingencies and inflation etc to be agreed).</p> <p>Access roads and service costs are assumed to be provided by the developer and not part of the above costs.</p>	The detailed planning application/master plan should commence before the occupation of the 500 th unit and be completed before the occupation of the 1,100 th unit. This will set out the best triggers for each element with the overarching notion that the Hub will be built out in one go where feasible.	<p>The Chilmington Green Quality Charter – 1, 2, 3 (part).</p> <p>AAP – policy CG3 - Chapter 5 – multi-purpose community leisure building, community space. Policy CG17 – community including 340 sqm for families and social care, 6GP practice.</p> <p>Chapter 12 and Appendix 3 - Amount of indoor sports / community provision delivered at Chilmington Green:</p> <p>Com/Leisure building at District Centre</p>	<p>There will be a requirement to master plan this aspect of the development as it is not clear as yet on the best method of delivery, either as one building so utilities can be shared or as a campus format. This will impact one way or another on the capital requirements.</p> <p>The thematic group has decided the best approach would be to deliver most of the facilities alongside one another and therefore it may be prudent & cost effective to deliver them at the same time.</p>

	<p>g) 1 x MUGA 0.08ha h) 1 x car park 0.092</p> <p>Total 0.3722 ha</p> <p>2. a) Adjoining and associated with an 8 GP surgery 0.1ha, (or equivalent health related space) b) 2 Dentist Surgery 0.008ha and/or health related spaces</p> <p>Total health 0.108 ha</p> <p>1. ABC/CMO/KCC/PCT to sign off a brief produced by the developer which contains a design specification and costing (including high-speed internet access of >100MB), and the final design to be approved by the local planning authority in consultation with the CMO shadow or full board as appropriate before planning permission is applied for. Any building/facility will be subject to a one year maintenance period during which the developer will put right any defects that emerge.</p> <p>2. Enhanced design features in community facilities to enable use by the elderly, those with learning and physical disabilities and dementia sufferers.</p> <p>3. Developer to provide/construct in consultation with ABC and CMO and unencumbered freehold to be placed with Community Management Organisation (CMO) at nil cost.</p>		<p>Construction commences 1, 300 complete by 1, 800 dwellings</p> <p>The GP surgery may be required at the commencement of the development for the NHS to be interested but also this would need to be phased, so minimal GP's required initially.</p>	<p>uses Appendix 3 - Community leisure provision – 2 court badminton hall (or equivalent) to be delivered at the District Centre</p> <p>Completion of the 1,300th unit</p> <p>-</p> <p>6) Social / health facilities – ongoing provision In line with emerging requirements generated by the development</p>	
15.	<p>Local Centre hubs</p> <p>1. Orchard Village - to agree and provide a fully serviced site of 0.06ha plus car park of 0.0115 ha in a location within phase 3 to be agreed but generally in conformity with the masterplan by occupation</p>	<p>Building Capital Requirement £733,971.35(excl fees, contingencies and indexation etc).</p> <p>Commuted Sum = £146,</p>	<p>Local Centre Hub at Orchard Village in Phase 3 by the Occupation of the 4,000th unit</p>	<p>AAP – chapter 5 Policy CG4. Appendix 3 – Phase 3 – Community space provision (500sqm), prior to the completion of the 4000th unit. Phase 4 - Community space provision (500sqm), prior to the completion of the 4700th</p>	<p>The scale is larger than defined in the AAP. Location on the OPA is not clear. The facility will need to be equipped with a kitchen, lobby, toilets to be a functional community space for use by the voluntary sector.</p>

	<p>of the 3,500th dwelling, and to construct to a previously agreed design (including high-speed internet access of >100MB) a local hub building to be available for use by the 4000th dwelling. [To transfer the unencumbered freehold free of charge to the CMO one year later].</p> <p>2. Chilmington Brook - to agree and provide a fully serviced site of 0.07ha plus car park of 0.0115 ha in a location within phase 4 to be agreed but generally in conformity with the masterplan by occupation of the 3, 5000 dwelling, and to construct to a previously agreed design (including high-speed internet access of >100MB) a local hub to be available by the 4000th dwelling. To transfer the unencumbered freehold free of charge to the CMO one year later.</p> <p>3. Enhanced design features in community facilities including the Community hub, sports centre and other facilities to enable use by the elderly, those with learning and physical disabilities and dementia sufferers.</p>	<p>794.27 (excl indexation)</p> <p>CP Capital £25,000 Commuted £5,000</p> <p>Building Capital Requirement £748,190.10 (excl fees, contingencies and inflation).</p> <p>Commuted Sum = £149,638.02 (excl indexation)</p> <p>CPCapital £25,000 Commuted £5,000</p>	Local Centre Hub at Chilmington Brook in Phase 4 by Occupation of 4,700 th unit	unit.	
	Provision of the District and Local Centres				
16.	<p>1. Notwithstanding the floorspace to be constructed and transferred to the CMO, to lay out serviced sites, construct floorspace and market sites at the District Centre in accordance with a previously agreed brief(s) as follows,</p> <p>a) Retail- by the occupation of the 1000th dwelling to have laid out serviced sites for the supermarket (3, 100 sq m), and other retail units (4, 595 sqm). To construct a</p>			<p>AAP - Chapter 5 - Amount of retail/ employment space provided at the District Centre:</p> <p>Supermarket - 3, 100 sqm</p> <p>General A1 – A5 - 4, 595 sqm</p> <p>B1 uses - 7, 000 sqm</p>	

	<p>minimum of 5 retail shops (A1 – 5) of not less than 150 sqm internal floorspace each, and market in accordance with a marketing plan.</p> <p>b) Office - by the occupation of the 1000th dwelling to have laid out serviced sites (including high-speed internet access of >100MB) for the construction of 2, 610 sqm of B1(a) floorspace, and to have marketed the same.</p> <p>c) Commercial - by the occupation of the 1000th dwelling to have laid out serviced sites for the construction of a public house, day nursery, dentist.</p>				
17.	<p>To construct floorspace at the 2 Local Centres as follows,</p> <p>Retail - by the occupation of the 2, 500th and 4, 000th dwellings respectively to have laid out serviced sites for retail units and to construct a minimum of 1 retail shops (A1 – 5) of not less than 150 sqm internal floorspace each, and market in accordance with a marketing plan.</p>			<p>Amount of retail/ employment space provided at Local Centres (combined totals):</p> <p>General A1 – A5 - 850 sqm</p> <p>B1 uses - 1, 700 sqm</p>	
	Education Provision				
18.	<p>Primary Education Provision</p> <p>1. Provision of 4 fully serviced sites at point of freehold transfer, transferred free of charge in accordance with KCC's General Site Transfer requirements (to be appended to the s106) as follows</p> <p>a) <u>Site 1</u> - 2.05 hectares of land within Main phase 1 at a precise location to be pegged out and agreed within 6 months of the commencement of development but generally in conformity with the masterplan. Licence to be granted to KCC to enter the site upon agreement of the boundaries.</p>	<p>See column 3 for amounts and triggers.</p> <p>A total of £22.5m to be paid (index-linked) for Primary education purposes.</p>	<p>a)Primary School 1 First Payment of £150, 000 upon commencement of development</p> <p>b)Primary School 1 Second Payment £2, 285, 000 18 months after First Payment</p> <p>c)Primary School 1 Third Payment £2,103,200 36 months after First Payment</p> <p>d) Primary School 1 Fourth Payment £1,</p>	<p>Core Strategy - policies CS1, CS2 and CS18, saved Local Plan policy CF21, Developer Contributions/Planning Obligations SPG,, KCC Guide to Development Contributions and the Provision of Community Infrastructure and guidance in the NPPF.</p> <p>The Chilmington Green Quality Charter – 3 (part)</p> <p>AAP: Chapter 5 and Appendix 3; Education provision at Chilmington Green:</p> <p>Primary school 1 - site transfer on commencement.</p>	<p>Land and buildings owned by KCC and leased to an academy trust.</p> <p>Academy presumption legislation requires that KCC builds the school using developer contributions.</p> <p>Maintenance of school buildings, external areas and site will be the responsibility of the academy trust following approval by Department for Education.</p>

	<p>Site to be conveyed together with the use of a construction access 18 months after the commencement date. Full access capable of use by all traffic to be provided 36 months after commencement.</p> <p>b) <u>Site 2</u> - 2.05 hectares of land within Main phase 2 at a precise location to be pegged out and agreed prior to the occupation of 1050 dwellings but generally in conformity with the masterplan. A licence to be granted to KCC for access to the proposed school site upon agreement. Site to be conveyed together with the use of a construction access prior to the occupation of 1, 450 dwellings or 8 years following commencement of development whichever is the earlier.</p> <p>c) <u>Site 3</u> - 2.05 hectares of land within Main phase 3 at a precise location to be pegged out and agreed prior to the occupation of 3, 000 dwellings but generally in conformity with the masterplan. A licence to be granted to KCC for access to the proposed school sites upon agreement. Site to be conveyed together with the use of a construction access prior to the occupation of 3, 340 dwellings or 18 years from commencement of development whichever is the earlier.</p> <p>d) <u>Site 4</u> - 2.05 hectares of land within Main phase 4 at a precise location to be pegged out and agreed prior to the occupation of 4, 500 dwellings</p>		<p>461, 800 prior to the occupation of 1001 dwellings.</p> <p>e)Primary School 2 First Payment of £150,000 prior to occupation of 900 dwellings</p> <p>f)Primary School 2 Second £2,000,000 prior to the 1601st occupation</p> <p>g)Primary School 2 Third £2,000,000 prior to the 2201st occupation</p> <p>h)Primary School 2 Fourth Payment £1,850,000 seventy two months after PS2 First Payment</p> <p>i) Primary school 3 first payment £150,000 prior to occupation of 2,880 dwellings</p> <p>j) Primary school 3 Second Payment £2,000,000 prior to the 3401st</p> <p>k) Primary school 3 Third Payment £2,000,000 prior to the 4001st occupation</p> <p>l) Primary school 3 Fourth Payment £1,850,000 seventy two months after PS3 First Payment</p> <p>m) Primary school 4 First Payment £475,000 prior to occupation of 4600 dwellings or</p>	<p>Primary school 2 - completion of the 1, 050th unit.</p> <p>Primary school 3 - completion of the 2, 800th unit.</p> <p>Primary school 4 - completion of the 4, 550th unit.</p> <p>KCC Developer Contributions document.</p>	
--	--	--	---	--	--

	<p>but generally in conformity with the masterplan. A licence to be granted to KCC for access to the proposed school sites upon agreement. Site to be conveyed together with the use of a construction access prior to the occupation of 5, 060 dwellings or 24 years following the commencement of development whichever is the earlier.</p> <p>2. Provision of contributions towards the construction of Primary schools (including early years places) as set out in column 2 and 3.</p> <p>3. KCC shall be allowed to apply both secondary and primary contributions flexibly (i.e. as a single pot) in order to prioritise investment when required.</p>		<p>twenty two years following commencement of development, whichever is the earlier</p> <p>n) Primary school 4 Second Payment £2,025,000 twenty four months after PS4 First Payment</p> <p>o) Primary school 4 Third Payment £2,000,000 prior to occupation of 5200 dwellings or thirty six months after second payment whichever is the earlier.</p>		
19.	<p>Secondary Education Provision</p> <p>1.Provision of a fully serviced site of a minimum of 8ha, freehold transferred free of charge together with the use of a construction access in accordance with KCC's General Site Transfer requirements prior to occupation of the 750th dwelling</p> <p>2. Site to be pegged out and agreed prior to the occupation of 500 dwellings.</p> <p>3. A licence to be granted to KCC for access to the school site during a period of not less than 12 months prior to transfer of the sites.</p> <p>4. KCC shall be allowed to apply both secondary and primary contributions flexibly i.e. as a single pot) in order to prioritise investment when required.</p>	<p>1. Fully serviced and accessible site.</p> <p>2. Provision of a total of £22, 500, 000 in contributions (index-linked) towards the construction of the Secondary School as Column 3.</p>	<p>Phase 1</p> <ul style="list-style-type: none"> First payment - £5,000,000 prior to occupation of the 750th dwelling or 1 January 2020 whichever is the earlier Second payment - £6,000,000 prior to occupation of 1001 dwellings. Third payment - £2,550,000 prior to occupation of 1601 dwellings. <p>Phase 2</p> <ul style="list-style-type: none"> First payment - 	<p>AAP – Chapter 10</p> <p>“When the secondary school facilities are needed will be mainly dependent on the anticipated pupils passing through the primary schools across Ashford. At present, the secondary school is expected to be required within either phase 1 or 2 of the Chilmington development (based on current modelling by the county council). The AAP indicates that site transfer to the relevant education authority will be within the second phase of the development. However, there must be flexibility in this. Whether this is earlier or later than phase 2”.</p> <p>Appendix 3: Transfer of the secondary school site – phase 2 when required by the relevant education provider.</p>	<p>The Kent Commissioning Plan 2013 indicates that the process for commissioning a new secondary school will begin by 2017, subject to commencement of the development and housing occupations.</p> <p>This date will be subject to review by KCC having regard to development progress. KCC will also have regard to changes to the published housing trajectory and the rate of house building in Ashford.</p> <p>There is a strategic need for a Secondary School site at this time to respond to the both the need generated by the development taking into account projected capacity and the need to ensure that residents have access to an appropriate range of facilities reducing the need for travel .</p> <p>The procurement process for a Secondary School is a significant undertaking with a lead time of several years and it is therefore essential to have the certainty around a fixed transfer date. Transfer is therefore needed earlier than phase 2.</p> <p>Contributions from other developments will be applied to fund design and early development work and to fund overall expansion from (6FE to 8FE).</p>

			<p>£3,000,000 prior to occupation of 3,500 dwellings or 1 January 2031 whichever is the sooner</p> <ul style="list-style-type: none"> • Second payment - £3,000,000 twelve months after SS Phase 2 First payment • Third payment - £1,500,000 24 months after the first payment • Fourth payment - £1,450,000 prior to occupation of 5,000 dwellings or 1 January 2038 whichever is the earlier. 		<p>The school is likely to be built in 3 phases – the 6FE school funded by this development in two phases and a possible further expansion to 8FE later.</p>
	Other KCC services				
20.	<p>Provision of Library services</p> <p>1.The sum of £900, 000 to expand library service capacity in Ashford libraries (including the mobile library service) and to provide additional book stock, resources and equipment to be paid as follows</p> <p>2. Sums to be spent on the provision of Library Services to directly benefit the residents of Chilmington either within the development area or within a 5 mile radius of the site (including at the Ashford Gateway in Ashford Town Centre).</p> <p>3. A contribution, to be agreed as part of the design spec, for the fitting out of 12 sqm of floorspace as a library and other access point at the Community Hub in the</p>		<p>The sum of £900,000 to be paid as follows</p> <ul style="list-style-type: none"> a) Payment 1 of £225, 000 by occupation of 2,000 dwellings or 10 years following commencement of development whichever is earlier b) Payment 2 of £225, 000 by occupation of 3, 500 dwellings or 15 years following 	<p>AAP – chapter 5. Appendix 3 – Phase 3 – Community space provision (500sqm), prior to the completion of the 4000th unit. Phase 4 - Community space provision (500sqm), prior to the completion of the 4700th unit.</p>	<p>Chilmington Community hub – CMO will own and run the community facilities. Unlikely that CMO will be able to make accommodation available free of charge so a commuted sum may be needed. Libraries (KCC) to commission or deliver service. Likely will install equipment e.g. public access computer(s), noticeboard and display of books + drop off box but around these pieces of equipment the space could be part of the entrance area/walk through space but would need to agree any designs. Would like to have opportunity to make occasional, ad hoc use of larger community space for special events and activities by making an individual booking as and when needed.</p> <p>Rent free use of temporary facilities (CMO preemies 1 and 2) may be required early on in development until facilities are available in the Community Hub.</p> <p>May be scope for outreach/mobile service for a temporary period while awaiting CH accommodation to</p>

	<p>District Centre to be paid at the same time as the Community Hub is built and delivered to the CMO.</p> <p>4. A commuted sum for the renting of floorspace in the Community hub to be agreed if required by the CMO financial plan.</p>		<p>commencement of development whichever is the earlier</p> <p>c) Payment 3 of £225, 000 by occupation of 5,000 dwellings or 20 years following commencement of development whichever is the earlier</p> <p>d) Payment 4 of £225, 000 by occupation of 5, 500 dwellings or 25 years following commencement of development whichever is earlier.</p>		<p>be provided.</p>
21.	<p>Provision of Youth Services</p> <p>1. Commuted sum for the provision by KCC of youth services within the Chilmington development or for the direct benefit of Chilmington residents of £239, 000 to support flexible delivery on site and out-reach provision pending suitable accommodation being available on site. Including equipment and staff.</p> <p>2.A contribution of [£TBA] for the construction of 160 sqm of floorspace as youth centre facilities to provide centre based and outreach youth services on site at the Community Hub in the District Centre to be paid/constructed at the same time as the Community Hub payment .</p>	<p>1.To be paid to KCC.</p> <p>2. To be paid to KCC <u>or</u> provided in kind if developer constructs CH, <u>or</u> paid to CMO.</p>	<ul style="list-style-type: none"> £119,500 prior to occupation of 500 dwellings or 3 years following commencement of development whichever is the earlier £119,500 prior to occupation of 1,100 dwellings or 5 years following commencement of development whichever is the earlier 	<p>AAP – chapter 5. Appendix 3 – Phase 3 – Community space provision (500sqm), prior to the completion of the 4000th unit. Phase 4 - Community space provision (500sqm), prior to the completion of the 4700th unit.</p> <p>KCC developer Contributions document.</p>	<p>Chilmington Community hub – CMO will own and run the community facilities. Unlikely that CMO will be able to make accommodation available free of charge so a commuted sum may be needed if not covered in other contributions.</p> <p>Sum required to kick start service over early years of development</p> <p>Rent free use of temporary facilities will be required early on in development until facilities are available in the Community Hub.</p> <p>May be scope for outreach/mobile service for a temporary period while awaiting accommodation to be provided</p>

22.	<p>Community Learning</p> <p>1.A contribution of £213, 000 for the provision /subsidy of new adult learning classes on site including Basic Skills, Literacy, Numeracy and IT Skills.</p> <p>2.A contribution of £TB A for the construction of 100 sqm of floorspace as 2 classrooms on site at the Community Hub in the District Centre to be paid/constructed at the same time as the Community Hub payment</p>		<p>Commutated sum to be paid as follows</p> <ul style="list-style-type: none"> • £106, 500 prior to occupation of 1,500 dwellings or 5 years following commencement of development whichever is the earlier • £106, 500 prior to occupation of 3,00 dwellings or 7 years following commencement of development whichever is the earlier 	<p>AAP – chapter 5. Appendix 3 – Phase 3 – Community space provision (500sqm), prior to the completion of the 4000th unit. Phase 4 - Community space provision (500sqm), prior to the completion of the 4700th unit.</p>	<p>Chilmington Community hub – CMO will own and run the community facilities. Unlikely that CMO will be able to make accommodation available free of charge so a commuted sum may be needed if not covered in other contributions.</p> <p>Rent free use of temporary facilities may be required early on in development until facilities are available in the Community Hub.</p> <p>May be scope for outreach/mobile service for a temporary period while awaiting accommodation to be provided</p>
23.	<p>Family Social Care</p> <p>1.A contribution of £TBA for the construction of 340 sqm of floorspace as client meeting space plus use of a DDA compliant kitchen plus 18 sqm changing space on site at the Community Hub in the District Centre to be paid/constructed at the same time as the Community Hub payment. Enhanced design to enable use by the elderly, those with learning and physical disabilities and dementia sufferers.</p> <p>2. A contribution of £26, 450 prior to the occupation of 500 dwellings for the provision of Assistive Technology (Telecare) to enable clients to live at home independently with the technical aids at hand.</p> <p>3. A commuted sum to pay for the renting of the space if required by the CMO business plan.</p>		<p>1.Commutated sum of up to £272,000 based on 10 years rent free space (space will be available for others to use when not required by families and social care)</p> <p>2.£26,450 telecare payment paid prior to occupation of 500 dwellings or 3 years following commencement of development whichever is the earlier</p>		<p>Chilmington Community hub – CMO will own and run the community facilities. Unlikely that CMO will be able to make accommodation available free of charge so a commuted sum may be needed if not covered in other contributions.</p> <p>Rent free use of temporary facilities will be required early on in development until facilities are available in the Community Hub.</p> <p>May be scope for outreach/mobile service for a temporary period while awaiting accommodation to be provided.</p>

24.	<p>Long term storage of archaeological archive</p> <p>£40,000 (£100 per box) to cover deposition at a suitable repository (appropriate museum floor space)</p>	Maximum of £40, 000.	First boxes deposited within 5 years of completion of Phase 1 with further boxes deposited within 2 years of completion of each successive phase. Capacity to accommodate further archive boxes as generated by further community heritage works within development site.		
	Ecology and Structural Landscaping				
25.	<p>Ecology</p> <p>To provide the following ecological habitats to an agreed specification [and timescale] to provide for the mitigation of protected species on site,</p> <p>Ecologically managed farmland: 66.6Ha</p> <p>Long & open grassland: 7.76Ha</p> <p>Flooded meadow ecology park: 5.65Ha</p>	<p>Capital cost @ £44,419/Ha £2,958,305.40 (excludes all professional fees)</p> <p>Commuted sum @ £3,203/Ha £213,319.80 / year</p> <p>Capital cost @ £35,639/Ha £276,558.64 (excludes all professional fees)</p> <p>Commuted sum @ £11,000/Ha £85,360 / year</p> <p>Capital cost @ £23,759/Ha £134,238.35 (excludes all professional fees)</p> <p>Commuted sum @ £2,200/Ha</p>		<p>AAP - Chapter 10- policy CG21. Appendix 3 Ecological mitigation and enhancement – area</p> <p>located west of Willow Wood sized for mitigation and enhancement in respect of impact from development in phase 1.</p> <p>Early establishment of any areas needed to support latter phases of the development to ensure these areas are suitably established</p>	

	<p>New woodlands: 11.2Ha</p> <p>Species rich grassland: 1.64ha</p> <p>Total Provided: 92.85 ha on site provision.</p>	<p>£12,430 / year</p> <p>Capital cost @ £11,880/Ha £133,056.00 (excludes all professional fees) Commuted sum @ £220 /Ha £2,464 / year</p> <p>Capital cost @ £11,880 /Ha £19,483.20 (excludes all professional fees)</p> <p>Commuted sum @ £2,343 /Ha £3,842.52 / year</p>			
26.	<p>Woodland</p> <p>To carry out any remediation works to on-site woodlands, to maintain for a year and then to transfer to the CMO with a commuted maintenance sum 11.89 ha of existing woodland.</p>	<p>Commuted sum @ £1,290/Ha £15,338.10 / year</p>		<p>AAP Appendix 3 - Strategic landscaping / advance planting – provision needed to complement the delivery of the southern strategic SUDS area, as well as to support development fronting Discovery Park at Brisley Farm</p>	
27.	<p>Advance planting belts</p> <p>Prior to the commencement of any dwelling, to agree a specification for and carry out the advance planting belts EC11, EC12, G25 as shown on the masterplan. To maintain these for a period of not less than 5 years and to then transfer the freehold together with an appropriate commuted sum to the CMO.</p>	<p>TBA.</p>	<p>Prior to the commencement of any dwelling,</p>	<p>AAP Appendix 3 - Strategic landscaping / advance planting – provision needed to complement the delivery of the southern strategic SUDS area, as well as to support development fronting Discovery Park at Brisley Farm</p>	<p>To be transferred to CMO for maintenance. Further advance planting to be agreed via conditions.</p>
	Transportation Matters				
28.	<p>Provision of main access points and link road</p> <p>1.The developer shall provide details of and put measures in place to ensure that all construction and delivery traffic enters the site from the A28 only during the</p>		<p>Timings needed.</p>	<p>AAP – Policy CG11. Dealing with the provision of the principal access points. Appendix 3 – Phase 1 - Establishment of two main vehicular accesses, and additional secondary access onto the A28. Completion of the link road between the two primary A28 access</p>	<p>The requirement to carry out the access works and the timing thereof is a matter for Grampian style conditions (nos. 19 – 24).</p>

	<p>construction phase. The construction access, and any changes to its configuration and location shall be constructed to an agreed standard prior to the commencement of any other development.</p> <p>2.The s278 agreement for Access A shall include land to be safeguarded to allow that roundabout to be enlarged should this be necessary at a future date as shown on drawing no. 131065-A-35 Rev A.</p> <p>3. The developer shall agree monitoring measures for traffic entering/leaving Access A post all construction for a period to be previously agreed with KCC. Should this demonstrate that Access A is being used to an extent exceeding the design capacity of drg no 131065-A-01 Rev B, then the developers to enter into a further s278 agreement to build the works shown on drawing no. 131065-A-35 Rev A to a timescale to be agreed with KCC.</p>			<p>points through the District Centre.</p> <p>Phase2 – connecting the District Centre with Brisley Farm (condition).</p> <p>Phase 3 – local centre connection to Chilmington Green Road (condition)</p> <p>Phase 4 – 2nd local centre to Brisley Farm and Chilmington Green Road (condition)</p>	
29.	<p>Provision of other works to the A28</p> <p>1. In the event that KCC confirm that they will forward fund and deliver the A28 improvements, not to commence development unless and until the applicant has entered into an agreement pursuant to Section 278/38 of the Highways Act 1980 with the Highway Authority, securing the provision of the improvement works to the A28 shown on drawings B1620900/H/007 Rev A and B1620900/H/003 Rev A, dated 12.05.2011 (the “Jacobs Scheme”) or such other scheme to substantially the same effect as may be required by KCC and approved by the Council, in a form to be agreed by ABC.</p> <p>2.The agreement will provide for the developer to make phased contributions to an agreed timescale towards the costs</p>	As per the s278 agreement to be entered into by the developers and KCC prior to the signing of this s106 agreement.	All costs.	<p>AAP – Chapter 9 – Policy CG11.</p> <p>Provision of funding towards the delivery of off-site improvements to the A28 corridor.</p>	

<p>of improvement of the A28 between the Matalan Roundabout and Tank Roundabout as generally shown on drawing numbers: B1620900/H/007 Rev A dated 12.05.2011 and B1620900/H/003 Rev A dated 12.05.2011 or such other scheme to substantially the same effect as may be required by KCC and approved by the Council.</p> <p>3. In the event that KCC secure forward funding of part or all of the costs of the works described in 1 above, the developer shall make repayment of those costs less any other grants or other funding that KCC may secure as per the s278 funding agreement between the developer and KCC. If no external funding is secured then the developers will meet the costs of the whole scheme.</p> <p>4. The S278/38 agreement shall prescribe a fall-back position in the event that KCC are unable to deliver the works to the required timescale whereby the applicant shall deliver improvement works ensuring that there is sufficient capacity in the A28 to meet the needs generated by the development by trigger points to be no later than those identified by the Supplementary Transport Assessment (Vectos May 2014) and assessed through the ES process.</p> <p>5. The applicant shall covenant with the Council not to vary the terms of the S278/38 agreement it enters into with the highways authority and as approved by the Council.</p> <p>6. The applicant shall covenant with the Council that it shall comply with and fulfil its obligations and covenants under the S278/38 agreement it enters into with the highways authority and as approved by</p>				
---	--	--	--	--

	the Council.				
30.	Off -site pedestrian and cycle links <ol style="list-style-type: none"> 1. Unless carried out by KCC to enter into a s278 agreement and construct a footway between Wainscot and Kingsthorpe Farm on the southern side of Magpie Hall Road and xxx on the northern side of Magpie Hall Road prior to the occupation of [4000] dwellings. 2. To make a bridleway connection to Tally Ho Road by [xxx] dwellings 3. To make a footpath/cycleway connection between the site and Matalan Roundabout via the footbridge over the A28 and Great chart Village by the occupation of [1500] dwellings 4. Promotion of NCN18 to be agreed between the parties. 			AAP – Chapter 9 – policy CG13 - cycling and walking. Network of pedestrian routes and cycleways in accordance with strategic diagram 2c.	NB the cycleway from Matalan to tank is part of the A28 improvement works.
31.	Provision and Maintenance of estate roads <ol style="list-style-type: none"> 1. Developers to appoint Clerk of Works to be available on site to supervise all road construction on all parts of the site and liaise with KCC/ABC respectively regarding highways construction matters. 2. All roads that are bus routes or which will take refuse vehicles will need to be offered to Kent Highways for adoption. Statutory services shall be provided in adopted areas only. 3. Adequate management arrangements to be put in place for unadopted areas – this could be <ol style="list-style-type: none"> a) Private maintenance – ABC need to approve business plan for maintenance prior to commencement of LP. b) Adoption by CMO with commuted maintenance sum. 	<ol style="list-style-type: none"> 1. Adoption/maintenance of highways by Kent Highways to be subject to usual s38 requirements. 2. 30 years adoption fee for landscaping elements by CMO - samples of typical costs will be supplied, based on KCC/ABC rates for maintenance and renewal. 3. Maintenance sums to be agreed depending on option chosen by developer, prior to LP commencing. 			

<p><u>4.Carriageway</u></p> <p>KCC would adopt and maintain the carriageway associated with main routes subject to criteria for adoption being met.</p> <p><u>5.Footways</u></p> <p>Principal footways will be adopted by KCC subject to criteria for adoption being met.</p> <p><u>6.Verge & trees</u></p> <p>KCC would adopt verges between carriageway and principal footways subject to appropriate commuted payments and criteria for adoption being met. There will be no stats under verges.</p> <p><u>7.Landscaping</u></p> <p>Where landscaping is associated with the highway (inc. verge and trees), KCC will adopt, subject to adoption criteria being met, and licence back to CMO.</p> <p><u>8.Materials</u></p> <p>KCC would expect its pallet to be used on adopted roads. KCC relies on a standard pallet in order to have confidence in the robustness and suitability of materials from a safety, ease of maintenance and cost perspective. Poorer quality materials can fail more quickly and be costly to maintain. Alternatives might be considered providing that they are “fit for purpose” provide the same function (including safety/robustness and other criteria), are no more costly than standard pallet costs and are readily available now and in the future.</p> <p><u>9.Lighting</u></p>				
---	--	--	--	--

	KCC would expect its pallet to be used and will adopt and maintain the street lighting which is required for highway safety purposes. Any non-standard lighting to attract a commuted sum.				
32.	<p>Provision of bus services</p> <p>To provide or enable the provision of bus services to serve the development in a phased manner as follows:-</p> <ol style="list-style-type: none"> 1. Provision of bus services infrastructure within the site to serve phase 1 of the development within the development area, to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure to a specification to be previously approved by the LPA and as indicatively shown on plan 131065/A/23 to enable an interim bus service as shown within the STA to be commenced no later than the occupation of 200 dwellings, and expanded no later than 1, 222 dwellings. 2. Provision of bus services infrastructure within the site to serve phases 1 and 2 of the development within the development area, to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure to a specification to be previously approved by the LPA and as indicatively shown on plan 131065/A/23 to enable an extended bus service as shown within the STA to be commenced 	1 – 6.TBA		<p>AAP - Policy CG1 – a) viable public transport network. Chapter 9 and policy CG12 – 20% of trips to be on public transport. Subsidy of a dedicated bus service from the development to Ashford TC on a 10 min frequency. Bus service provision – commencement of new bus service from Chilmington Green to Ashford Town Centre Implementation of appropriate bus priority measures and bus related infrastructure Precise timing to be agreed (but should be prior to occupation of the 200th dwelling at latest)</p> <p>Public transport -</p> <p>20% of modal share</p> <p>to be monitored every</p> <p>3rd year</p>	KCC will not tender for a service or provide directly .

	<p>no later than the occupation of 2, 772 dwellings.</p> <p>3. Provision of bus services infrastructure within the site to serve phases 1, 2 and 3 of the development within the development area, to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure to a specification to be previously agreed and as indicatively shown on plan 131065/A/23 to enable an extended bus service as shown within the STA to be commenced no later than the occupation of 4, 107 dwellings,.</p> <p>4. Provision of bus services infrastructure within the site to serve phases 1 – 4 of the development within the development area, to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure to a specification to be previously approved by the LPA and as indicatively shown on plan 131065/A/23 to enable an extended and final bus service as shown within the STA to be commenced no later than the occupation of 5, 000 dwellings.</p> <p>5. Provision of funding and procurement of a service between the site and Ashford Town Centre in a manner to be agreed as generally set out in para. 9.12 of the STA to enable buses to be run within the development for the phases set out above to the</p>				
--	--	--	--	--	--

	<p>frequencies indicated for an agreed period until they become viable in their own right, or the Council has agreed to vary the frequency. Such funding to include for the branding of the service for Chilmington Green. The service shall aim to achieve,</p> <p>a) Prior to occupation of the 101st dwelling on the application site, procurement and commencement of the operation of a bus service of 30-minute frequency between the development site and Ashford Town Centre.</p> <p>b) Prior to occupation of the 1223st dwelling on the application site a 20-minute service frequency to be put in place by the applicant</p> <p>c) Prior to occupation of the 2,773rd dwelling on the application site a 13-14 minute frequency to be put in place by the applicant</p> <p>d) Prior to occupation of the 4,108th dwelling on the application site a 10-minute frequency to be put in place by the applicant</p> <p>6. Provision of bus vouchers per household to the value of £450 per annum for the first year of occupation of any dwelling.</p>				
33.	<p>Provision of on-site pedestrian routes and cycleways</p> <p>1. To build a network of pedestrian routes and cycleways including PROW as shown on drawing no. 131065-A-14 Rev A and open them to the public to a timescale to</p>		<p>3. £34,500 (see also Transport section)</p> <p>Diversions and extinguishments; bridleway creations/ footpath upgrades to bridleway</p>	<p>3) Establishment of the strategic east / west</p> <p>pedestrian/cycleway connecting the District Centre to Discovery Park – including any needed landscaping and planting</p> <p>To be in place to serve the sports</p>	<p>Applications can be made to KCC to divert footpaths. It would be useful to have a phased approach to this along with an overriding "PROW changes plan" so that developers and KCC know what to expect and when.</p> <p>Following changes to legislation PROW's can now be diverted/changed at "Outline" stage to avoid delays in development. KCC would welcome changes to be applied for as soon as layouts are in a fairly concrete</p>

	<p>be agreed with the Council.</p> <ol style="list-style-type: none"> To provide for long-term maintenance arrangements of the network either through adoption by KCC or by the CMO. To carry out the necessary processes to divert existing footpaths including meeting all costs as shown on drawing no.00122_OPA_08R in agreement with KCC prior to the commencement of each phase. Provide funding for any required new/replacement signage, and mitigation along the new routes, or elsewhere for the loss of recreational routes/PROW in open space. 			<p>pitches at</p> <p>Discovery Park</p> <p>4) Pedestrian, cycle, equestrian routes – ongoing Implementation alongside development in accordance with agreed network</p>	<p>state.</p> <p>“Improvements” include signing, surfacing, furniture and creation of new routes to serve the recreational needs of the new population.</p>
34.	<p>Provision of off-site Traffic Calming Measures and monitoring of traffic levels</p> <ol style="list-style-type: none"> Prior to the commencement of development, to agree a monitoring regime for traffic levels in Great Chart Village, Magpie Hall Road and [location to be agreed in Shadoxhurst] from the commencement of the development until its completion (unless otherwise agreed) including the locations and frequency to be agreed with ABC/KCC. To carry out the agreed monitoring regime and submit the results to ABC/KCC at an agreed frequency. To design to adoptable standards any traffic calming measures that may be agreed as necessary to mitigate the impact of additional traffic monitored at those locations, to consult on those measures and implement them to a timescale to be agreed with ABC/KCC. To monitor the impact of any 			<p>AAP -Chapter 9 – policy CG11.</p>	<p>The STA states that measures in Great Chart will be implemented if total traffic levels rise by more than 10%, or HGV's increase by more than 10%. It is unclear whether this is fully supported by the PC/residents. This may become clear during re-consultation.</p> <p>The same suggestions have been made for Magpie Hall Road.</p> <p>The residents group have also asked (Steven Frost) more recently for monitoring in Bethersden Road and Criol Road. This was discussed at the meeting on 15th April.</p> <p>With regard to the other monitoring requested by KCC – what is the implication of the traffic counts results. GTP issue?</p> <p>As per meeting 15/4/14 consortium would like to agree a cost ceiling for off-site traffic calming - KCC to take instructions.</p>

	<p>installed traffic calming measures and adjust as necessary.</p> <p>5. To carry out further traffic monitoring as follows,</p> <p>a) Prior to the commencement of development to agree a specification for and carry out traffic monitoring at Mock lane, Cuckoo Lane, Criol Lane and Tally Ho Road [other locations under discussion].</p> <p>b) To repeat such monitoring prior to the occupation of 1500, 3000, 4500 and 5750 dwellings.</p>				
35.	<p>Repayment to the Regional Infrastructure Fund</p> <p>a) To repay to the Council contributions towards the cost of upgrading of the Drovers Roundabout and J9 of the M20 as already carried out by KCC, and due to the HCA.</p>	<p>Formula for the calculation of the RIF payment is as follows:-</p> <p>RIF contribution per 100 new PM peak trips = Drovers Roundabout element £414,969 + J9/Bridge element £525,939</p>	a) as per cost plan.	<p>Core Strategy policies CS1, CS2, CS8, CS15 and CS18, Kent Local Transport Plan, Chapter 9 – “Implementation and Delivery” of Ashford Borough Council's Urban Sites and Infrastructure DPD (adopted October 2012), Policy U24, Chapter 9 – “Transport” of Ashford Borough Council's Chilmington Green Area Action Plan (adopted July 2013), Policy CG11,</p>	See RIF Repayment Calculation doc. sent by ABC on 15/04/14.
	Maintenance of the Public Realm				
36.	<p>1. Maintenance of highways (see xx above) – all carriageways/footpaths/cycleways along main roads to be maintained by KCC via s38/s278 agreements . all other highways to be the subject of agreement maintenance arrangements prior to commencements.</p> <p>2. Unadopted footpaths/cycleways to be maintained by the CMO.</p> <p>3. All soft verges within highways to be maintained by the CMO on licence from KCC.</p> <p>4. Maintenance/replacement of street furniture, including, but not limited</p>	<p>1. See above.</p> <p>2. See above.</p> <p>3. Developer to provide previously agreed commuted sum.</p> <p>4. Developer to provide previously agreed commuted sum.</p> <p>5. Developer to provide previously agreed commuted sum.</p> <p>6. See above.</p> <p>7. See above.</p> <p>8. See above.</p> <p>9. See above.</p> <p>10. See above.</p>		<p>AAP – Chapters 11 and 12 – policy CG22.</p>	

	<p>to benches, litter bins, street name plates, bus shelters - ABC to devolve to CMO where agreed.</p> <p>5. Street cleansing – [PN to discuss with colleagues.]</p> <p>6. Play areas – see above.</p> <p>7. Informal POS – see above.</p> <p>8. Ecological areas/SUDS features – see above.</p> <p>9. Sports pitches – see above.</p> <p>10. Strategic parks – see above.</p> <p>11. Allotments -see above.</p>	11. See above.			
	Review of Viability				
37.	<p>1. The 'initial viability appraisal' for the whole development prepared on an agreed basis, using June 2014 BCIS costs and local sales values, to demonstrate viability across the whole scheme will form the Base Line Viability assessment for the purposes of this agreement.</p> <p>2. Phases for the purposes of agreeing viability will be Phase 1 = 1, 000 dwellings, phases 2 – 8 = 600 dwellings each, phase 9= 550 dwellings.</p> <p>3. No deferred contributions will be sought – smaller phases will deliver any improvements in viability and thus additional affordable housing in line with the requirements of the AAP.</p> <p>4. Affordable housing will be the balancing item and will need to deliver a minimum of 10% and a maximum of 40% in any phase - unmet affordable housing in any phase will be rolled forward as a policy requirement to the next phase (please see Head 1).</p> <p>5. Reviews of sales values to be based on prices achieved in the preceding quarter plus general review of Ashford area as per</p>	Costs of Councils viability consultants.		<p>AAP - Chapter 1 of the AAP deals with viability. Identifies that major developments have heavily “front – loaded” costs. Recognises that the initial phase (1450 dwellings) may not be able to support all infrastructure provision (para.1.22). Provides for viability model to be produced and independently tested for the 4 AAP phases. Aims to claw-back any under-provision through ABC's deferred contributions policy (policy CG22)</p>	

	<p>current appraisal.</p> <p>6. Reviews of construction costs to be based on Median BCIS in the preceding quarter.</p> <p>7. Quality uplift costs to be indexed using BCIS uplift.</p> <p>8. Indexation to be applied to the infrastructure/other costs - indexes to be agreed. (We will need to test the need for infrastructure at each review, for example assumptions on surveys, paying for service runs etc. If an item of infrastructure should have been provided in an earlier phase but wasn't it can't be recovered.</p> <p>9. Indexation of the s106 contributions – indexes to be agreed.</p> <p>10. Each review to commence on occupation of the 150th dwelling in any previous [?] review phase - developers to meet all costs of each review and not to seek RM consent for any dwelling in that next review phase until the review for that phase has been concluded.</p> <p>11. Profit levels for the first phase to be 20% on market dwellings and 6% on affordable dwellings – thereafter profit levels to be as per market requirements with a minimum of 16% and a maximum of 20%. Note: risk should reduce over time.</p> <p>12. Any underspend on S106 requirements in a phase to be rolled forward into the next phase(s) to potentially bring forward other items earlier. S106 infrastructure to be reviewed at each phase with LPA being able to specify provision of other items if policy changes subject to the</p>				
--	---	--	--	--	--

	<p>overall cap.</p> <p>13. Reviews of Benchmark Land value - to be based on Savills database or other index to be agreed. Note:Very important issue to get a robust index agreed.</p> <p>14. Capturing the value of any HCA or other grants.</p> <p>15.Delay – if a phase is not commenced within 1 year of the review appraisal being agreed then the review must be done again.</p> <p>16. Notwithstanding the outcome of these reappraisals it will not be possible to reduce the s106 financial contributions and other infrastructure provision secured via the S106 (other than AH) originally agreed, although it may be possible to re-phase them if cash flow proves an issue. AH will not fall below 10% on any sub-phase or across any “main phase” (as defined by the AAP) as a whole.</p> <p>17. Developer to be responsible for Council's costs in relation to viability appraisals.</p>				
	Public Art and Heritage Interpretation				
38.	<p>Public Art</p> <p>1.A total of £750, 000 to be contributed/spent spread over 4 phases.</p> <p>2.The developer will work with the Council to agree a strategy for the whole scheme and when and where individual works will be provided.</p> <p>3. Individual works will be commissioned and installed in accordance with the agreed strategy and a maintenance schedule will also be agreed.</p>		<p>a) £50k to engage an approved Council arts provider upon commencement of the development for Artist Masterplanning of the whole scheme and start of first commissions on entrance points/main access.</p> <p>b) £100k upon occupation of the first 100 dwellings for carrying out artist</p>	<p>Core Strategy – various references.</p> <p>AAP – paras 5.24, 5.40, 5.85, 6.14, 11.42</p> <p>The Ashford Borough Public Art Strategy</p>	<p>The sum per dwelling reflects a long established per dwelling formula.</p>

			<p>commissions as above.</p> <p>c)25% of the remaining £600K, for each of the 4 phases, as defined in the AAP, the first to be paid before occupation of the 1000th dwelling and the reminder on commencement of that phase for artist commissions.</p>		
39.	<p>Heritage Interpretation</p> <p>1.Up to £60,000 to be spent on community heritage interpretation within the site.</p> <p>2. Community archaeologist on site for 3 years (£15,000 per annum)</p>		<p>1. £20,000 per annum, the first payment to be made 6 months after the commencement of development and annually thereafter.</p> <p>2. £15,000 paid at the commencement of development, £15,000 paid twelve months following commencement of development; and £15,000 paid twenty four months following commencement of development</p>	<p>Core Strategy - policies CS1 and CS9, and guidance in the NPPF, the Ashford Borough Public Art Strategy and the Kent Design Guide.</p>	
	Travel Plans				
40.	<p>1.The developer shall submit travel plans for each approval of Reserved Matters containing buildings, to be approved by the Council prior to the commencement of any development within that scheme.</p> <p>2. Each travel plan shall aim to reduce car use by occupiers of that development by a target 20% and thus encourage alternative modes of transport.</p> <p>3. Each travel plan will contain incentive measures such as travel vouchers, bicycles etc to be paid for by the</p>			<p>Core Strategy - policies CS1, CS2, CS15 and CS18,</p> <p>Kent Local Transport Plan and guidance in the NPPF.</p> <p>AAP - Chapter 9 and policy CG12 – and CG13A.</p>	

	developer for an agreed period of time. 4. Each plan shall contain performance criteria together with additional measures to be put in place if target reductions in car based travel are not achieved.				
41.	Safeguarding of the Park and Ride land – land shown for such purpose in the AAP and lying within the application site to be safeguarded for such purposes.	All land so shown.	From the statutory commencement of development.	AAP -policy CG14 – no development that would prejudice the ability to bring forward a P&R facility shall be permitted unless the Council has determined that the facility is no longer required.	The need for the facility is not generated by the development but there is a need to safeguard the land as required by the policy.
	Quality Agreement and other Monitoring				
42.	Quality Agreement On-site build quality monitoring regime from the outset to be provided by ABC and funded by the developers applied consistently throughout the development, to deliver, <ol style="list-style-type: none"> 1. Skilled monitoring staff on site who will work with contractors on site to tackle build issues before they become problems. 2. A 'joined up' service to provide a co-ordinated pattern of approval and monitoring – including building control; planning conditions and agreement monitoring; 3. Construction management plan and waste management plan monitoring; 4. Specialist services such as energy efficiency certificates and sound insulation testing. 5. Regular reviews held with the local community management trust, developers/ site managers and local residents to capture and respond to any issues arising. 	[TBA but likely to be not less than £80, 000 per year for the whole development period - see also section on Quality Agreement].	First payment upon commencement of development and on the anniversary thereof in subsequent years until the development is complete.	AAP - Percentage of development to meet the council's adopted minimum Residential Space & Layout standards, including 'Building for Life' - 100%. Chapter 11 -quality control. Policy CG22 - "The council, other key local stakeholders, will monitor the delivery of development at Chilmington Green against established qualitative benchmarks and other agreed plans, briefs and codes, to ensure that the quality aspirations established within this AAP are delivered and maintained."	<p>The approval of the construction and waste management plans to be covered by condition (see for example KCC proposed Heads of Terms)</p> <p>Whilst the Quality Charter itself is not part of the Development Plan, references to the need to deliver and monitor quality are almost too numerous to mention. For example, Chapter 11 of the AAP says,</p> <p>"11.55 Monitoring will also play an important role in maintaining quality at Chilmington Green. As set out in Chapter 12 of this AAP, there are various locally derived indicators and targets for the development to adhere to. Monitoring in this way will establish whether any interventions from the council are required, and when any swift and decisive action is needed.</p> <p>11.56 In combination, the approaches referred to above will ensure that there is no degradation in the eventual built product from the quality aspired to through this AAP, whoever the developer is and however long the development takes to fully build out."</p> <p>The way that the sums have been arrived at have been the subject of full and detailed discussions between the Council and the developers.</p>
43.	Travel Plan Monitoring Fee Contribution towards the cost of	£1000 per year for the duration of the development	To commence on approval of the first	Core Strategy - policies CS1, CS2, CS15 and CS18, Kent Local Transport	

	monitoring compliance with the travel plan and helping to ensure its success.	period plus 5 years thereafter.	travel plan and annually thereafter.	Plan and guidance in the NPPF.	
44.	S106 Monitoring Fee Contribution towards the Council's costs of monitoring compliance with the agreement or undertaking, and planning conditions including monitoring of trigger points, consultation with interested parties, attendance at CMO meetings, monitoring of compliance with the quality agreement, reviews of viability (not including consultants fees which are payable separately) etc.	£50, 000 per year for the whole development period - see also section on Quality Agreement.	First payment upon commencement of development and on the anniversary thereof in subsequent years until the development is complete.	AAP - Chapter 11 -quality control. Policy CG22.	The scale of delivery means that Chilmington may account for up to 50% of completions for ABC per year. ABC have comprehensive monitoring systems in place which will ensure that compliance with the s106 agreement is achieved, and infrastructure is delivered in a timely way, but inevitably this will result in additional costs to the Council. Such monitoring is necessary to ensure that policy CG22 and the wider aspirations for Chilmington as a sustainable community are achieved. Developers have entered into many s106 agreements that provide for meeting the costs of such monitoring. These costs are included in the cost plan.
45.	Notices will have to be served on the Council at the time of the various trigger points in order to aid monitoring. All contributions to be index linked as set out on the Council web site in order to ensure the value is not reduced over time. The costs, expenses and disbursements of the Council's Legal and Planning Departments incurred in connection with the negotiation, preparation and completion of the deed are also payable. The Kent County Council will also require payment of their legal costs.				

Appendices to the s106 (to be agreed by the Chilmington Green Task Group)

1. CMO brief approved by the Chilmington Task Group
2. CMO commercial estate funding paper
3. KCC school site transfer
4. ABC/CMO site transfer requirements
5. ABC/CMO adoption requirements/process
6. Highway adoption/maintenance principles
7. AH principles papers (x2)

Appendix 2b

Appendix 2b

CHILMINGTON GREEN, ASHFORD

VIABILITY REVIEW METHODOLOGY NOTES

- 1.1 The S.106 contributions in the sum of £103,587,072 (as set out in the attached schedule Appendix 3a) will be payable on the dates or the triggers as shown on the schedule.
2. 10% of units (100 no) on the first phase will be provided as affordable housing. Within the affordable housing 60% will be Affordable rented and 40% Intermediate tenure.
- 3.1.1 With the submission of the reserved matters application for each phase (or a maximum of 150 unit completions prior to the end of the preceding phase) the developer will submit a viability appraisal for that phase in the form of the model attached (Appendix 3b), using inputs evidenced from the table of data inputs attached (Appendix 3c). For the avoidance of doubt the variable inputs shall be those coloured green on the model.
- 3.1.2 The S.106/Infrastructure list will be index linked by the BCIS "all in tender price index, and only be amended where a material change has occurred such as the omission of an element or the total redesign/change in requirement for an element.
- 3.1.3 The first phase will consist of 1,000 units and each subsequent phase will consist of no more than 600 units and be in accordance with the viability phasing plan submitted and agreed as part of the outline planning application. For the avoidance of doubt the phasing in respect of viability reviews need not be the same as that determined under the AAP.
- 4.1 The objective of the parties is to provide 30% affordable housing on each phase (the Target Percentage) with a minimum of 10% per phase. Where prior phases have provided less than the Target Percentage, future phases will have a Target Percentage of 40% affordable housing.
- 4.2 The affordable housing tenure mix will be 60% affordable rented and 40% intermediate (the Target Tenure Mix) subject to the viability of that mix being justified.

4.3 In the event that a phase cannot viably provide 30% affordable housing then the council will choose from the following options:

The developer to provide:

- a) the amount of Affordable Housing that is viable (with or without Grant Funding) in accordance with the Target Percentage; or
- b) the amount of Affordable Housing that can be Provided (with or without Grant Funding) in accordance with an alternative tenure mix (which shall seek to maximise the proportion of Affordable Rented Housing) to be determined by the viability appraisal submitted in accordance with Para 3.1.1 above.
- c) the amount of Discounted Housing that can be Provided without Grant Funding where discounted housing is defined as housing sold or let at a discount of [30%] to open market values;
- d) the amount of off-site financial contribution that can be paid to the Council for the provision of affordable housing within the Ashford Borough Council area in lieu of providing Affordable Housing on the site as part of the Development to be determined by the viability appraisal submitted for that phase.

4.4.1 The viability of the scheme will be judged by comparing the residual land value per gross acre for each phase against a benchmark of £100,000 per acre. Noting the total benchmark land value is £98,629,985 which will be index-linked from the date of the planning consent to the date of the review and apportioned to each phase based on its gross acreage. The indexation used will be the average of the Savills Greenfield Land Index and the Land Registry House Price Index for Kent.

4.4.2 The council will have 21 days to determine (at the developer's cost) if they agree with the viability appraisal. If they do not a standard disputes procedure will be invoked.

4.4.3 Before implementation of any phase the affordable housing mix and tenure of units shall be agreed by the Council pursuant to the choice made under para 4.3 (a-c)

4.5.4 If the council agrees the viability appraisal (or the dispute is determined) and a commuted sum is due in lieu of the affordable housing foregone, then that commuted sum shall be payable within 28 days of the determination being issued.

5. If a phase is not started within 12 months of approval of reserved matters necessary to commence development, the developer will re-submit a viability appraisal in accordance with para 3.1.1 above and the process outlined in paras 4.2-4.5 will be repeated. The council will serve notice of the start of this timing trigger (ie the approval of all reserved matters to enable commencement of development).
- 6.1 If the developer provides in any phase units for the private rental sector (PRS), which shall meet the demand for such units as set out in the current SHMA as at the time of the reserved matters application, then as required by the NPPG the financial characteristics of those units shall be modelled relative to the appropriate market assumptions at the time of the review.
- 6.2 In order to be considered as private rental such units shall be sold with a covenant to hold them as such for a period of no less than 10 years. Should they be sold before that time into the open market, the value of the S.106 provisions foregone in the viability assessment relative to those PRS units will be payable to the Council within [21] days of the completion of such sale.
7. Indexation
The following indices will be applied from the date planning consent is granted to the date of the viability review;

Benchmark land value	Average of Savills Greenfield Land Index and Land Registry House Price Index
Infrastructure	BCIS all in tender price index
S.106 contributions	BCIS all in tender price index
Base Build costs	BCIS all in tender price index
Extra-over build costs	BCIS all in tender price index
- 8.1 The only items in the review model (Appendix 3b) to be amended save for those that are indexed will be those coloured green on the model, with the data required for the updating of the model coming from those sources identified in Appendix 3c. All other assumptions will remain as set out in the model.
- 8.2 For the avoidance of doubt in respect of sales values data obtained from sales on the development will take precedence over other comparable evidence unless such sales have been discounted for bulk sales or other reasons.

8.3 Sales values of Affordable Housing units will be by reference to the net price payable by a Registered Provider or other approved body to the developer for the affordable housing in that phase.

9. Infrastructure Costs

These costs will be accounted for by the Consortium and monitored by the Council on a regular basis, such that at the time of the review up to date accounts of monies expended and anticipated cost to complete are available.

Bespoke Property Consultants

September 2014

Appendix 3a

CHILMINGTON GREEN, ASHFORD																			
SUMMARY OF STRATEGIC INFRASTRUCTURE COST ESTIMATE - 12 SEPTEMBER 2014 Version 4)																			
(5,750 DWELLINGS)																			
Re-Phased elements highlighted Consortium ABC																			
All Costs at 1Q14																			
REF	DATE	BRIEF	DESCRIPTION	EC HARRIS (1Q2014)				1000	600	600	600	600	600	600	600	550	PREVIOUS COST PLAN (V3)	VARIANCE	COMMENTS
				QTY	UNIT	RATE	TOTAL (£)	Review 1	Review 2	Review 3	Review 4	Review 5	Review 6	Review 7	Review 8	Review 9			
1000			CIVILS																
1100			ENABLING WORKS																
1100.1			UXO / Airfield	1	Item	412,918	412,918	71,812	43,087	43,087	43,087	43,087	43,087	43,087	43,087	39,496	412,918	-	Based on information from Bactec quote
1100.2			Contamination	1	Item	250,000	250,000	43,478	26,087	26,087	26,087	26,087	26,087	26,087	26,087	23,913	250,000	-	Allowance for minor contamination
1100.3			Earthworks (cut & Fill)	1	Item	500,000	500,000	86,957	52,174	52,174	52,174	52,174	52,174	52,174	52,174	47,826	500,000	-	Allowance for general cut & fill and possible retaining structures
1100.4			Haul Roads	1	Item	266,230	266,230	46,301	27,780	27,780	27,780	27,780	27,780	27,780	27,780	25,468	266,230	-	Allowance for temporary haul routes
			Sub-Total				1,429,147	248,548	149,128	149,128	149,128	149,128	149,128	149,128	149,128	136,703	1,429,147	-	
1200			SECTION 278 HIGHWAYS																
1200.1			Northern Access off A28 - Access A	1	Item	548,102	548,102	548,102									548,102	-	
1200.2			Southern Access - Access C	1	Item	617,591	617,591		617,591								617,591	-	
1200.3			Coulter Road - Access D	1	Item	113,808	113,808	113,808									113,808	-	
1200.4			Singleton Hill Road															-	No Longer required
1200.5			Great Chart Traffic Calming	1	Item		-										-	-	Item deleted
1200.6			Local Brisley Farm Improvements															-	No Longer required
1200.7			Chart Road	1	Item	500,000	500,000		500,000								500,000	-	
1200.8			Magpie Hall Road Junction With Kingsnorth Road	1	Item	350,000	350,000				350,000						350,000	-	Allowance
1200.9			A28 South of Matalan Roundabout (A28 upgrade to site)		Item		-										-	-	No Longer required
1200.1			Mock Lane Improvements		Item		-										-	-	No Longer required
1200.11			Secondary Signalised Access off A28 - Access B	1	Item	154,018	154,018	154,018									154,018	-	
1200.12			Traffic calming to Magpie Hall Road	1	Item													-	Item deleted
1200.13			Knoll Bus Lane	1	Item	153,424	153,424	153,424									153,424	-	
1200.14			Beaver Bridge bus stop extension (Drg A66)	1	Item	225,626	225,626	225,626									225,626	-	0 Allowance
1200.15			Tithe Barn / Knoll Lane Junction														48,466	-	48,466 Item deleted
1200.16			Enhancement of Northern Access Roundabout to 40m OD High Capacity	1	Item	276,568	276,568									276,568	276,568	-	New Item as per e-mail from PR 15 July 2014
			Sub-Total				2,939,138	1,194,979	1,117,591	-	350,000	-	-	-	-	276,568	2,987,604	-	48,466
1300			FOOTWAY / CYCLEWAY																
1300.1			Temporary closures / diversions of public right of way	1	Item	50,000	50,000	12,500		12,500		12,500		12,500			50,000	-	Allowance
1300.2			Bridges over Chilmington Brook swale (15m wide)	6	Item	40,000	240,000							240,000			240,000	-	Quantity assumed
1300.3			Footways / Cycleways	1	Item	2,026,836	2,026,836	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	26,836	2,026,836	-	
1300.4			Bridelways	1	Item	127,984	127,984	34,595		81,543		-		11,846			127,984	-	
			Sub-Total				2,444,820	297,095	250,000	344,043	250,000	262,500	250,000	514,346	250,000	26,836	2,444,820	-	
1400			INFRASTRUCTURE S38 WORKS																
1400.1a		6.3.1	Chilmington Avenue (Typical) - Phase 1	1	Item	936,084	936,084	936,084									936,084	-	As per Design Code Page 41 & 42
1400.1b		6.3.2	Chilmington Avenue (Through Urban Square) - Phase 1	1	Item	770,478	770,478	770,478									770,478	-	As per Design Code Page 43 & 44
1400.1c		6.3.3	Chilmington Avenue (with bus stop - Typical) - Phase 1	1	Item	559,690	559,690	559,690									559,690	-	As per Design Code Page 45 & 46
1400.2		6.3.4	Chilmington High Street (High Street)	1	Item	514,191	514,191	514,191									514,191	-	As per Design Code Page 47 & 48
1400.3			Chilmington Square	1	Item	1,110,092	1,110,092										1,110,092	-	
1400.4		6.3.5	Chilmington Gardens	1	Item	562,402	562,402			562,402							562,402	-	
1400.5a		6.3.3	Mock Lane - (6.3.3)	1	Item	1,408,860	1,408,860			1,408,860							1,408,860	-	
1400.5b			Mock Lane - section after square	1	Item	682,960	682,960				682,960						682,960	-	
1400.6		Extg	Chilmington Green Road (Phase 1)	1	Item	50,000	50,000	50,000									50,000	-	Assume minor works only, i.e signage, white lines - allowance
1400.7		6.3.1	Avenue from Chilmington Square to Southern Access - Phase 2	1	Item	2,955,462	2,955,462			1,477,731	1,477,731						2,955,462	-	
1400.8		6.3.9	Discovery Park Link	1	Item	1,087,396	1,087,396				1,087,396						1,087,396	-	
1400.9		6.3.8	Green Spine (West of Bartletts Lane)	1	Item	264,074	264,074			264,074							264,074	-	
1400.10		6.3.3	Green Spine (East of Bartletts Lane)	1	Item	2,326,789	2,326,789					1,163,395	1,163,394				2,326,789	-	
1400.11		Extg	Chilmington Green Road (Phase 2)	1	Item	174,906	174,906			174,906							174,906	-	Assume build-outs only - No kerbing, drainage discharged into existing ditch
1400.12		6.3.6	Orchard Way (Phase 3)	1	Item	2,697,005	2,697,005				1,348,503	1,348,503					2,697,005	-	Spec Combination of 6.3.3 & 6.3.6
1400.13		6.3.3	Orchard Way (Phase 4)	1	Item	1,405,804	1,405,804							702,902	702,902		1,405,804	-	
1400.14		??	Croft Lane	1	Item	1,356,143	1,356,143									678,072	1,356,143	-	
1400.15		6.3.7	Chilmington Brook	1	Item	2,512,185	2,512,185								1,256,093	1,256,093	2,512,185	-	Assume spec as Minor Access Road
1400.16		Extg	Chilmington Green Road Phase 4	1	Item	125,339	125,339									125,339	125,339	-	
1400.17		Extg	Chilmington Green Road Phase 3	1	Item	254,420	254,420							254,420			254,420	-	
			Sub-Total				21,754,270	3,385,489	555,046	3,887,973	3,248,077	2,511,898	2,511,897	957,322	2,637,066	2,059,503	21,754,270	-	
1500			INFRASTRUCTURE SURFACE WATER DRAINAGE																
1500.1			Surface Water Sewers in Open Spaces (Phase 1)	1	Item	118,831	118,831	59,416	59,416								118,831	-	
1500.2			Surface Water Sewers in Open Spaces (Phase 2)	1	Item	118,948	118,948			59,474	59,474						118,948	-	
1500.3			Surface Water Sewers in Open Spaces (Phase 3)	1	Item	397,902	397,902					198,951	198,951				397,902	-	
1500.4			Surface Water Sewers in Open Spaces (Phase 4)	1	Item	568,892	568,892							189,631	189,631	189,631	568,892	-	
1500.5			Surface Water Sewer to on site roads (Phase 1)	1	Item	288,791	288,791	144,396	144,396								288,791	-	
1500.6			Surface Water Sewer to on site roads (Phase 2)	1	Item	269,746	269,746			134,873	134,873						269,746	-	
1500.7			Surface Water Sewer to on site roads (Phase 3)	1	Item	-	-					-					-	-	
1500.8			Surface Water Sewer to on site roads (Phase 4)	1	Item	39,432	39,432										39,432	-	
1500.9			Attenuation Ponds (Phase 1)	1	Item	427,616	427,616	427,616						13,144	13,144	13,144	427,616	-	
1500.10			Attenuation Ponds (Phase 2)	1	Item	71,232	71,232			71,232							71,232	-	
1500.11			Attenuation Ponds (Phase 3)	1	Item	159,637	159,637				159,637						159,637	-	
1500.12			Attenuation Ponds (Phase 4)	1	Item	235,744	235,744							235,744			235,744	-	
			Sub-Total				2,696,771	631,427	203,811	265,579	194,347	358,588	198,951	438,519	202,775	202,775	2,696,771	-	
1600			INFRASTRUCTURE FOUL WATER DRAINAGE																
1600.1			Off Site Foul Water Improvements	1	Item	1,504,062	1,504,062	1,504,062									1,504,062	-	Need to clarify when required
1600.2			Foul Sewers to on site roads (Phase 1)	1	Item	205,253	205,253	102,627	102,627								205,253	-	
1600.3			Foul Sewers to on site roads (Phase 2)	1	Item	168,856	168,856			84,428	84,428						168,856	-	
1600.4			Foul Sewers to on site roads (Phase 3)	1	Item	-	-										-	-	None shown in phase 3
1600.5			Foul Sewers to on site roads (Phase 4)	1	Item	148,481	148,481							49,494	49,494	49,494	148,481	-	
1600.6			Rising main / station (Phase 1)	1	Item	994,159	994,159	497,079	497,079								994,159	-	
1600.7			Rising main / station (Phase 3)	1	Item	958,177	958,177					479,089	479,089				958,177	-	
1600.8			Rising main / station (Phase 4)	1	Item	237,749	237,749							79,250	79,250	79,250	237,749	-	
1600.9			Upgrading existing foul outfall pipework	1	Item	275,000	275,000	275,000									275,000	-	Allowance - awaiting details from WSP
			Sub-Total				4,491,737	2,378,768	599,706	84,428	84,428	479,089	479,089	128,743	128,743	128,743	4,491,737	-	
2000			UTILITIES																
2100			DIVERSIONS IN CONNECTION WITH S278 WORKS																
2100.1			Northern Access off A28	1	Item	82,215	82,215	82,215									82,215	-	Allowance
2100.2			Southern Access	1	Item	92,639	92,639		92,639								92,639	-	Allowance
2100.3			Coulter Road - Access D	1	Item	17,071	17,071	17,071									17,071	-	
2100.4			Singleton Hill Road		Item	-	-	-							</				

CHILMINGTON GREEN, ASHFORD																			
SUMMARY OF STRATEGIC INFRASTRUCTURE COST ESTIMATE - 12 SEPTEMBER 2014 Version 4)										(5,750 DWELLINGS)		Re-Phased elements highlighted		Consortium		ABC		All Costs at 1Q14	
REF	ASSESSMENT DATE	HEIGHT CODE	DESCRIPTION	EC HARRIS (1Q2014)				1000	600	600	600	600	600	600	600	550	PREVIOUS COST PLAN (V3)	VARIANCE	COMMENTS
				QTY	UNIT	RATE	TOTAL (£)	Review 1	Review 2	Review 3	Review 4	Review 5	Review 6	Review 7	Review 8	Review 9			
2200.2b			Water - On site infrastructure mains in connection with Infrastructure S38 (Phase 2)	1	Item	370.151	370.151				185.076		185.076				370.151	-	
2200.2c			Water - On site infrastructure mains in connection with Infrastructure S38 (Phase 3)	1	Item	219.317	219.317										219.317	-	
2200.2d			Water - On site infrastructure mains in connection with Infrastructure S38 (Phase 4)	1	Item	266.850	266.850					109.658		109.658			266.850	-	
2200.3			Gas - Off site reinforcement	1	Item	23.731	23.731										23.731	-	As per GTC letter 23 July 2010
2200.4a			Gas - On site infrastructure mains in connection with Infrastructure S38 (Phase 1)	1	Item	2,328.701	2,328.701	404.991	242.995	242.995	242.995	242.995	242.995	242.995	242.995	222.745	2,328.701	-	Figure is pro-rata saving offered by GTC for 7,000 units
2200.4b			Gas - On site infrastructure mains in connection with Infrastructure S38 (Phase 2)	1	Item	-	-										-	-	Included above
2200.4c			Gas - On site infrastructure mains in connection with Infrastructure S38 (Phase 3)	1	Item	-	-										-	-	Included above
2200.4d			Gas - On site infrastructure mains in connection with Infrastructure S38 (Phase 4)	1	Item	-	-										-	-	Included above
2200.5a			Electricity - Off site reinforcement (Main Site) (Phase 1)	1	Item	7,448,000	7,448,000	1,064,000		1,862,000		1,862,000		2,660,000			7,448,000	-	As per WSP advise
2200.5b			Electricity - Off site reinforcement (Main Site) (Phase 2)	1	Item	1,941,800	1,941,800					1,941,800					1,941,800	-	
2200.6			Electricity - Off site reinforcement (Brisley Farm)	1	Item	281,960	281,960	281,960									281,960	-	As per UKPN letter 9 Feb 2011
2200.7a			LV Electricity - on site infrastructure mains in connection with Infrastructure S38 (Ph1)	1	Item	453.387	453.387	226.693	226.693								453.387	-	
2200.7b			LV Electricity - on site infrastructure mains in connection with Infrastructure S38 (Ph2)	1	Item	587.304	587.304			293.652	293.652						587.304	-	
2200.7c			LV Electricity - on site infrastructure mains in connection with Infrastructure S38 (Ph3)	1	Item	347.750	347.750					173.875	173.875				347.750	-	
2200.7d			LV Electricity - on site infrastructure mains in connection with Infrastructure S38 (Ph4)	1	Item	424.118	424.118							141.373	141.373	141.373	424.118	-	
2200.8a			Electricity substations (Phase 1)	6	Item	100,000	600,000	350,000	250,000								600,000	-	Based on 1 substation per 250 dwellings (as advised by WSP 23/5/12)
2200.8b			Electricity substations (Phase 2)	5	Item	100,000	500,000			250,000	250,000						500,000	-	Based on 1 substation per 250 dwellings (as advised by WSP 23/5/12)
2200.8c			Electricity substations (Phase 3)	6	Item	100,000	600,000					300,000	300,000				600,000	-	Based on 1 substation per 250 dwellings (as advised by WSP 23/5/12)
2200.8d			Electricity substations (Phase 4)	6	Item	100,000	600,000							200,000	200,000	200,000	600,000	-	Based on 1 substation per 250 dwellings (as advised by WSP 23/5/12)
2200.9			BT - Off site diversions	1	Item	532,000	532,000					532,000					532,000	-	Allowance
2200.10a			BT - On site infrastructure mains in connection with Infrastructure S38 (Phase 1)	1	Item	204,059	204,059	102,029	102,029								204,059	-	
2200.10b			BT - On site infrastructure mains in connection with Infrastructure S38 (Phase 2)	1	Item	230,536	230,536			115,268	115,268						230,536	-	
2200.10c			BT - On site infrastructure mains in connection with Infrastructure S38 (Phase 3)	1	Item	136,435	136,435					68,218	68,218				136,435	-	
2200.10d			BT - On site infrastructure mains in connection with Infrastructure S38 (Phase 4)	1	Item	166,368	166,368							55,456	55,456	55,456	166,368	-	
2200.11			Duct crossings	1	Item	447,503	447,503	109,818		145,746		86,195		105,744			447,503	-	
			Sub-Total				18,587,552	2,994,008	475,221	3,710,021	601,001	5,932,025	408,756	3,960,704	242,784	263,033	18,587,552	-	
3000			LANDSCAPING AND LEISURE FACILITIES																
3100			LANDSCAPING																
3100.1a	HoT 6.15		Allotments (Phase 1)	0.74	Ha	447,917	331,458	331,458									331,458	-	ABC Rate of £44 per m2 applied
3100.1b	HoT 6.15		Allotments (Phase 2)	0.87	Ha	447,917	394,167			197,083	197,083						394,167	-	ABC Rate of £44 per m2 applied
3100.1c	HoT 6.15		Allotments (Phase 3)	0.51	Ha	447,917	228,438							228,438			228,438	-	ABC Rate of £44 per m2 applied
3100.1d	HoT 6.15		Allotments (Phase 4)	0.63	Ha	447,917	282,188									282,188	282,188	-	ABC Rate of £44 per m2 applied
3100.2		5.62	Informal Open Space - Phase 1	1	Item	298,523	298,523	298,523									298,523	-	
3100.3		6.85	Informal Open Space - Phase 2	1	Item	697,096	697,096			697,096							697,096	-	
3100.4		7.12	Informal Open Space - Phase 3	1	Item	405,607	405,607					405,607					405,607	-	
3100.5		8.00	Informal Open Space - Phase 4	1	Item	389,211	389,211							389,211			389,211	-	
3100.6		19.35	Ecological Mitigation - Phase 1	1	Item	565,115	565,115	565,115									565,115	-	
3100.7		11.46	Ecological Mitigation - Phase 2	1	Item	419,181	419,181			419,181							419,181	-	
3100.8		18.49	Ecological Mitigation - Phase 3	1	Item	808,850	808,850					808,850					808,850	-	
3100.9		41.10	Ecological Mitigation - Phase 4	1	Item	322,393	322,393							322,393			322,393	-	
3100.10		3.29	Existing Woodland Management - Phase 1	1	Item	111,694	111,694	111,694									111,694	-	
3100.11		3.50	Existing Woodland Management - Phase 2	1	Item	118,870	118,870			118,870							118,870	-	
3100.12		4.23	Existing Woodland Management - Phase 3	1	Item	143,651	143,651					143,651					143,651	-	
3100.13		0.87	Existing Woodland Management - Phase 4	1	Item	29,485	29,485							29,485			29,485	-	
3100.14		2.79	Flood Attenuation Planting - Phase 1	1	Item	94,851	94,851	94,851									94,851	-	
3100.15		0.62	Flood Attenuation Planting - Phase 2	1	Item	20,903	20,903			20,903							20,903	-	
3100.16		1.59	Flood Attenuation Planting - Phase 3	1	Item	53,897	53,897					53,897					53,897	-	
3100.17		2.25	Flood Attenuation Planting - Phase 4 (G22)	1	Item	93,879	93,879							93,879			93,879	-	
3100.18			Incidental Open Space not included in Informal Open Space Calcs - Phase 1	1	Item	134,401	134,401	134,401									134,401	-	
3100.19			Incidental Open Space not included in Informal Open Space Calcs - Phase 2	1	Item	132,215	132,215			132,215							132,215	-	
3100.20			Incidental Open Space not included in Informal Open Space Calcs - Phase 3	1	Item	-	-					-					-	-	
3100.21			Incidental Open Space not included in Informal Open Space Calcs - Phase 4	1	Item	86,730	86,730							86,730			86,730	-	
3100.22			Discovery Park Landscaping (DP3)	8.88	Ha	231,623	2,056,812	357,706	214,624	214,624	214,624	214,624	214,624	214,624	214,624	196,739	2,056,812	-	DPT1 & DP2 provided by ABC
3100.23			Land purchase of Ecologically Managed Farmland	10.88	Ha	-	-	-									-	-	Rate calculated at 2 x Agricultural Land Value (non equipped) taken from Property Market Report 2011
3100.24			Land purchase of Ecologically Managed Farmland (Phase 2)	17.99	Ha	-	-			-							-	-	Rate calculated at 2 x Agricultural Land Value (non equipped) taken from Property Market Report 2012
3100.25			Land purchase of Ecologically Managed Farmland (Phase 4)	37.72	Ha	-	-										-	-	Rate calculated at 2 x Agricultural Land Value (non equipped) taken from Property Market Report 2014
3100.26			Boundary Treatment	1	Item	300,000	300,000	52,174	31,304	31,304	31,304	31,304	31,304	31,304	31,304	28,697	300,000	-	Allowance for boundary fencing where required
			Sub-Total				8,519,614	1,945,922	245,928	1,831,276	443,011	1,657,933	474,366	1,167,626	245,928	507,624	8,519,614	-	219367
3200			SPORTS PITCHES / PLAY SPACE																
3200.1			Village Green - Cricket (S1)	1	Item	1,525,246	1,525,246		1,525,246								1,525,246	-	ABC figure is £ 1,208,000. Difference is pavillion
3200.2			Tennis Courts (S2)	1	Item	302,971	302,971		302,971								302,971	-	Assumed 4 No tennis courts
3200.3			DP Sports Hub (S3)	1	Item	9,236,193	9,236,193				4,000,000			2,000,000	3,236,193		9,236,193	-	
3200.4			G14 Green Arch (S4)	1	Item	149,788	149,788			149,788							149,788	-	
3200.5			PS1 - Urban Play	0.59	Ha	470,026	277,315	277,315									277,315	-	Allowance for formal garden area, play space and lawns
3200.6			PS2a - Chilmington Green Hamlet	0.18	Ha	470,026	84,605	84,605									84,605	-	Allowance
3200.7			PS2b - Chilmington Green Hamlet	1.06	Ha	470,026	498,228	498,228									498,228	-	
3200.8			PS3	0.7	Ha	470,026	329,018				329,018						329,018	-	Allowance
3200.9			PS4	1.2	Ha	470,026	564,031					564,031					564,031	-	Allowance
3200.10			PS5	1.17	Ha	470,026	549,930							549,930			549,930	-	Allowance
3200.11			PS6	1.3	Ha	470,026	611,034			611,034							611,034	-	Allowance
3200.12			PS7	0.74	Ha	470,026	347,819									347,819	347,819	-	Allowance
			Sub-Total				14,476,179	860,148	1,978,005	611,034	4,329,018	-	564,031	2,000,000	3,786,124	347,819	14,476,179	-	
4000																			
			Not Used																
			Sub-Total																
5000			SUB-TOTAL DIRECT WORKS				77,738,616	14,115,630	5,742,075	10,883,482	9,701,510	11,351,160	5,036,217	9,316,388	7,642,547	3,949,604	77,794,351	-	55,736
			SECTION 106 CONTRIBUTIONS AND COMMUTED SUMS																
5100			PRIMARY TRANSPORT					1,000	600	600	600	600	600	600	600	550			
5100.1	HoT 16.1		RIF Payment M20 J9 Phases 1-3 / Bridge / Drovers	1	Item	5,622,589	5,622,589							1,405,647	1,405,647	1,405,647	5,622,589	-	As per calculation by Ian Dix
5100.2	HoT 15.3		A28 High Improvements (Based on KCC Costing of Jacobs design)	1	Item	20,588,749	20,588,749	1,570,300	3,313,000	3,973,000	3,973,000	3,973,000							

CHILMINGTON GREEN, ASHFORD																					
SUMMARY OF STRATEGIC INFRASTRUCTURE COST ESTIMATE - 12 SEPTEMBER 2014 Version 4)										(5,750 DWELLINGS)		Re-Phased elements highlighted		Consortium		ABC		All Costs at 1Q14			
REF	AVAILABILITY DATE	ASPHALT CODE Ref	DESCRIPTION	EC HARRIS (1Q2014)				1000	600	600	600	600	600	600	600	550	PREVIOUS COST PLAN (V3)	VARIANCE	COMMENTS		
				QTY	UNIT	RATE	TOTAL (£)	Review 1	Review 2	Review 3	Review 4	Review 5	Review 6	Review 7	Review 8	Review 9					
COMMUNITY & SOCIAL SERVICES																					
5300			District Centre Community Hub	1	Item	5,770,382	5,770,382	2,885,191	2,885,191								5,770,382	-	Hot May 14 - £ 5,152,127 + fees (12%)		
5300.1	HoT 7.16		Integrated Dementia Care Services				-					-		-			-	-	CSS03		
5300.2	N/A		Local Hub for Elderly				-					-		-			-	-	CSS06		
5300.3	N/A		Co-Location with Health				-					-		-			-	-	CSS08		
5300.4	N/A		Archeological Archive	1	Item	40,000	40,000	10,000		10,000			10,000.00			10,000	40,000	-			
5300.5	HoT 13.1		Cemetery	1	Item	800,000	800,000			500,000	100,000						800,000	-			
5300.6	HoT 7.15		Library	1	Sum	900,000	900,000			225,000			225,000.00		225,000	225,000	900,000	-			
5300.7	HoT 9.1		Community Learning	1	Item	213,000	213,000		106,500				106,500.00				213,000	-			
5300.8	HoT 11.1		Family Social Care	1	Item	26,450	26,450		26,450								26,450	-			
5300.9	HoT 12.1		Public Art	1	Item	750,000	750,000	130,435	78,261	78,261	78,261	78,261	78,261	78,261	78,261	71,739	750,000	-	Allowance advised by Consortium		
5300.10	TBA		Heritage Interpretation	1	Item	60,000	60,000										105,000	-	45,000		
5300.11a	HoT 19.1		Community Architect	1	Item	45,000	45,000	45,000									-	45,000			
5300.11b			Quality Agreement	1	Item	1,600,000	1,600,000	278,261	166,957	166,957	166,957	166,957.00	166,957.00	166,957	166,957	153,043	1,600,000	-	Based on £80k x 20 years		
5300.12	HoT 21.2		Local Centre Hubs (Capital Cost) - Orchard Village	1	Item	822,048	822,048						822,047.52				822,048	-	£ 733,971 + 12% fees		
5300.13	HoT 7.23		Local Centre Hubs (Capital Cost) - Chilmington Brook	1	Item	837,973	837,973								837,973		837,973	-	£ 748,190 + 12% fees		
5300.14	HoT 7.23		Retail Space	50000	FT2		-										-	-	Excluded		
5300.15			Commuted sum for Local Centre Hubs & Cmmunity Hub														-	-	Excluded		
5300.16			Sub-Total				11,864,853	3,435,337	3,236,909	980,218	345,218	245,218	1,508,766	245,218	1,308,191	559,782	11,864,853	-			
YOUTH PROVISION																					
5400			Youth provision in Community Hub	1	Item	239,000	239,000	59,750					59,750		59,750	59,750	239,000	-	YOU01 - Excluded		
5400.1	HoT 10.1																				
5400.2			Sub-Total				239,000	59,750	-	-	-	-	59,750	-	59,750	59,750	239,000	-			
VOLUNTARY SECTOR BUILDINGS																					
5500			Voluntary Sector Hubs in urban Extensions		Item		-	-									-	-	VCS01 - Excluded		
5500.1	N/A		Voluntary Sector Capacity Building		Item		-	-									-	-	VCS02 - Excluded		
5500.2	N/A		Community Development Workers		Item		-	-		-		-		-			-	-	VCS03		
5500.3	N/A		Sub-Total				-	-	-	-	-	-	-	-	-	-	-	-			
SPORTS FACILITIES																					
5600			Slour Centre Enhancements (including feasibility study)		Item		-	-									-	-	SP02 - Excluded		
5600.1	N/A		Chilmington Green?		Item		-	-									-	-	SP04 - Excluded		
5600.2	N/A		Sub-Total				-	-	-	-	-	-	-	-	-	-	-	-			
CWO																					
5700			Temporary premises 1 (300 m2)	1	Sum	100,000	100,000	100,000									100,000	-	3 portacabins		
5700.1	HoT 3.4		Temporary premises 2 (300 m2)	1	Sum	100,000	100,000	100,000									100,000	-			
5700.2	HoT 3.5		Start up Grant	1	Sum	150,000	150,000	150,000									150,000	-			
5700.3	HoT 3.7		Commercial space (50,000 ft2)	50,000	ft2	127	6,350,000										6,350,000	-			
5700.4	HoT 3.10		Land cost for commercial premises	2.5	Acres		-		2,500,000		1,925,000		1,925,000				-	-			
5700.5	HoT 3.10		Variable Deficite Grant	10	Yrs	335,000	3,350,000	372,222	372,222	372,222	372,222	372,222	372,222	372,222	372,222	372,224	3,350,000	-	312,500		
5700.6	HoT 3.12		Early Community Development	5	Yrs	50,000	250,000	150,000	100,000								250,000	-			
5700.7	HoT 4.1																	-			
CDT Open Space Maintenance																					
			Sub-Total				10,300,000	872,222	2,972,222	372,222	2,297,222	372,222	2,297,222	372,222	372,222	372,222	10,612,500	-	312,500		
SUSTAINABLE DEVELOPMENT PROJECTS																					
5800			Expansion and upgrade of existing household waste transfer station				-	-									-	-	Excluded		
5800.1			CS10 Part C Carbon Offsetting contribution	5,750	Units	400	2,300,000	400,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	220,000	2,300,000	-			
5800.2	Hot 2.1																	-			
6000			SUB-TOTAL S106 GENERAL OVERHEADS AND PRELIMINARIES				103,587,072	16,927,031	18,563,199	10,767,208	11,876,295	8,424,597	15,071,542	8,890,193	10,042,467	3,024,546	104,140,076	-	553,004		
OTHER ABNORMALS IN CONNECTION WITH RESIDENTIAL																					
6100			Abnormal Foundations (piled foundations in areas of made ground) - Residential				Excluded										Excluded	-	Excluded		
6100.1			Code 4 sustainable housing				-	-		-		-		-			-	-	Included in 5800.2		
6100.2			Sub-Total				-	-	-	-	-	-	-	-	-	-	-	-			
SITE PRELIMINARIES																					
6200			Roadsweeping of infrastructure & S38 works	100	months	1,494	149,400	25,983	15,590	15,590	15,590	15,590	15,590	15,590	15,590	14,290	149,400	-	Budget allowance - Individual plot contractors will not take responsibility for strategic infrastructure routes, therefore infrastructure cost (assume 3 hrs per day @ £23 per hour for a duration of 100 months overall during lifetime of project)		
6200.1			Wheel wash facility (during bulk earthworks operations)	60	weeks	769	46,140	8,024	4,815	4,815	4,815	4,815	4,815	4,815	4,815	4,413	46,140	-			
6200.2			Maintenance of Unadopted Sewers	5	Years	6,000	30,000	5,217	3,130	3,130	3,130	3,130	3,130	3,130	3,130	2,870	30,000	-	Cost associated with cleaning, CCTV etc. (Extensive drainage installed before first occupation - assume 60% occupation upstream before adoption) - allow for maintenance on quarterly basis for 5 years (5 days @ £300 per day = £1,500 per quarter = £6,000 per year)		
6200.3			Maintenance of Unadopted Roads (Weed killing, Litter picking, Winter road salting, gully jetting and cleaning)	1	Item	20,000	20,000	3,478	2,087	2,087	2,087	2,087	2,087	2,087	2,087	1,913	20,000	-	Budget allowance. Wearing course will be deferred whilst construction traffic utilising. Therefore additional cost allowance for maintaining prior to adoption.		
6200.4			Attendance on STATS @ 2.5%	2.50%	Item	18,986,938	474,673	79,331	16,071	92,751	16,338	148,301	10,219	99,018	6,070	6,576	474,855	-	182		
6200.5			Site Offices (Project management offices for infrastructure construction)	1	Item	250,000	250,000	43,478	26,087	26,087	26,087	26,087	26,087	26,087	26,087	23,913	250,000	-			
6200.6			Sub-Total				970,213	165,512	67,780	144,459	68,046	200,009	61,927	150,726	57,778	53,975	970,395	-	182		
FINANCE / LEGALS																					
6300			Legal Costs - related to implementation of strategic infrastructure costs	1	Item	250,000	250,000	50,000		50,000		50,000		50,000		50,000	250,000	-	Allowance		
6300.1			Legal Costs - S278, S38, S104, Easements	1	Item	100,000	200,000	50,000		50,000		50,000		50,000			200,000	-	Allowance		
6300.2			Legal Costs - Consultant Appointments	1	Item	75,000	75,000	75,000									75,000	-	Allowance		
6300.3			Part 1 & Part 2 Land Compensation Claims	1	Item		-										-	-	Excluded from cost plan at this stage - Awaiting advise from Turner Morum		
6300.4			Sub-Total				525,000	175,000	-	100,000	-	100,000	-	100,000	-	50,000	525,000	-			
MARKETING / PUBLIC RELATIONS																					
6400			Promotional Costs				-	-									-	-	Ward deleted costs		
6400.1			Public relation costs - publicity, signage, website, public consultation				-	-									-	-	Ward deleted costs		
6400.2			Sub-Total				-	-	-	-	-	-	-	-	-	-	-	-			
MISCELLANEOUS																					
6500			Security Guard	1	Item		-										-	-	Assume accounted for as part of build cost		
6500.1			Trial holes	1	Item		-										-	-	Item covered with 5% minor items allowances		
6500.2			Provision, erection and maintenance of construction signage	1	Item		-										-	-	Included as part of contractors prelims		
6500.3			Vandalism	1	Item		-										-				

CHILMINGTON GREEN, ASHFORD																			
SUMMARY OF STRATEGIC INFRASTRUCTURE COST ESTIMATE - 12 SEPTEMBER 2014 Version 4)								(5,750 DWELLINGS)		Re-Phased elements highlighted		Consortium		ABC		All Costs at 1Q14			
REF	ANALYSIS DATE	DESIGN CODE	DESCRIPTION	EC HARRIS (1Q2014)				1000	600	600	600	600	600	600	600	550	PREVIOUS COST PLAN (V3)	VARIANCE	COMMENTS
				QTY	UNIT	RATE	TOTAL (£)	Review 1	Review 2	Review 3	Review 4	Review 5	Review 6	Review 7	Review 8	Review 9			
7200			SITE INVESTIGATIONS																
7200.1			Topographical Survey	1	item	25,000	25,000	25,000									25,000	-	Allowance
7200.2			Geotechnical Survey	1	item	300,000	300,000	52,174	31,304	31,304	31,304	31,304	31,304	31,304	31,304	28,696	300,000	-	Allowance (excludes on plot surveys)
7200.3			Archaeology	1	item	250,000	250,000	43,478	26,087	26,087	26,087	26,087	26,087	26,087	26,087	23,913	250,000	-	Budget Allowance
7200.4			Noise Surveys	1	item	3,000	3,000	3,000									3,000	-	Allowance
7200.5			Arboriculture Surveys	1	item	30,000	30,000	30,000									30,000	-	Allowance
			Sub-Total				608,000	153,652	57,391	57,391	57,391	57,391	57,391	57,391	57,391	52,609	608,000	-	
7300			ENGINEERING DESIGN																
7300.1			Engineering Design Fees @ 4% of Construction Costs	4	%	78,708,829	3,148,353	571,246	232,394	441,118	390,782	462,047	203,926	378,685	308,013	160,143	3,150,590	-	2,237 Consortium instructed 4% for design
			Sub-Total				3,148,353	571,246	232,394	441,118	390,782	462,047	203,926	378,685	308,013	160,143	3,150,590	-	2,237
7400			LANDSCAPE DESIGN																
7400.1			Landscape Design Fees	5	%	22,995,794	1,149,790	140,304	111,197	122,115	238,601	82,897	51,920	158,381	201,603	42,772	1,149,790	-	
			Sub-Total				1,149,790	140,304	111,197	122,115	238,601	82,897	51,920	158,381	201,603	42,772	1,149,790	-	
7500			ECOLOGY																
7500.1			Environmental Surveys	1	item	74,480	74,480	74,480									74,480	-	Based on e-mail from WSP 23 May 2012
7500.2			Strategies and mitigation plans	1	item	52,136	52,136	52,136									52,136	-	Based on e-mail from WSP 23 May 2012
7500.3			Dormouse translocation	1	item	21,280	21,280	10,640				10,640					21,280	-	Based on e-mail from WSP 23 May 2012
7500.4			Reptile translocation	1	item	31,920	31,920	10,640			10,640						31,920	-	Based on e-mail from WSP 23 May 2012
7500.5			GCN Translocation	1	item	63,840	63,840	31,920			31,920						63,840	-	Based on e-mail from WSP 23 May 2012
7500.6			Bat Mitigation (consultancy only)	1	item	21,280	21,280	7,093			7,093			7,093			21,280	-	Based on e-mail from WSP 23 May 2012
7500.7			Badger mitigation (consultancy only)	1	item	15,960	15,960	7,980			7,980						15,960	-	Based on e-mail from WSP 23 May 2012
7500.8			General post development monitoring	1	item	10,640	10,640	2,660			2,660		2,660	2,660			10,640	-	Based on e-mail from WSP 23 May 2012
			Sub-Total				291,536	197,549	-	60,293	-	23,940	-	9,753	-	-	291,536	-	
7600			SITE SUPERVISION																
7600.1			Infrastructure Site Supervision and Administration @ 3.4% of Construction Costs including landscaping	3.4	%	78,708,829	2,676,100	485,559	197,535	374,950	332,165	392,740	173,337	321,882	261,811	136,122	2,678,001	-	1,901 Allowance based on 3.4%
7600.2			CDM Management	1	item	159,600	159,600	27,757	16,654	16,654	16,654	16,654	16,654	16,654	16,654	15,266	159,600	-	Allowance
			Sub-Total				2,835,700	513,315	214,189	391,604	348,819	409,394	189,991	338,536	278,465	151,388	2,837,601	-	1,901
7700			PROJECT MANAGEMENT																
7700.1			Project Management Fees @ 1.3% of Construction Costs including landscaping	1.3	%	78,708,829	1,023,215	185,655	75,528	143,363	127,004	150,165	66,276	123,072	100,104	52,047	1,023,942	-	727
			Sub-Total				1,023,215	185,655	75,528	143,363	127,004	150,165	66,276	123,072	100,104	52,047	1,023,942	-	727
7800			COST MANAGEMENT																
7800.1			Quantity Surveyor Fees @ 1.3% of Construction Costs including landscaping	1.3	%	78,708,829	1,023,215	185,655	75,528	143,363	127,004	150,165	66,276	123,072	100,104	52,047	1,023,942	-	727
			Sub-Total				1,023,215	185,655	75,528	143,363	127,004	150,165	66,276	123,072	100,104	52,047	1,023,942	-	727
7900			LOCAL AUTHORITY FEES																
7900.1			County Council Approval of Travel Plan	1	item	1,596	1,596	1,596									1,596	-	
7900.2			County Council Monitoring of Travel Plan															-	Item deleted as now covered within S106 section 5100.10
7900.3			CC Section 38 Inspection Fees (@ 10% of S38 Roads < £0.5m)	10	%	1,208,024	120,802	18,800	3,082	21,590	18,037	13,949	13,949	5,316	14,644	11,437	120,802	-	
7900.4			CC Section 38 Inspection Fees (@ 3% of S38 Roads > £0.5m)	3	%	20,546,246	616,387	95,925	15,727	110,162	92,031	71,172	71,172	27,125	74,719	58,354	616,387	-	
7900.5			CC Section 278 Inspection Fees & HA Fees(@ 10% of S278 Works < £0.5m)	10	%	1,665,693	166,569	67,723	63,337	-	19,835	-	-	-	-	15,674	166,569	-	
7900.6			CC Section 278 Inspection Fees & HA Fees(@ 3% of S278 Works > £0.5m)	3	%	1,273,445	38,203	15,533	14,527	-	4,549	-	-	-	-	3,595	39,657	-	
7900.7			S278 Legal Costs	1	item	10,142	10,142	10,142									10,142	-	
7900.8			S106 Legal Costs	1	item	108,729	108,729	108,729									108,729	-	
7900.9			County Council costs for Traffic Regulation Orders	14	No	4,256	59,584	59,584									59,584	-	
7900.10			S278 Bonding costs	6	%	5,783,344	694,001	694,001									700,690	-	6,688 4 years @ 1.5%
7900.11			S38 Bonding costs	15	%	21,754,270	6,526,281	1,135,005	681,003	681,003	681,003	681,003	681,003	681,003	681,003	624,253	6,526,281	-	Allow 10 years @ 1.5%
7900.12			S104 bonding costs	15	%	7,188,508	2,156,552	375,053	225,032	225,032	225,032	225,032	225,032	225,032	225,032	206,279	2,156,552	-	
7900.13			S38 Commuted sum for non standard streetlighting & soakaways	1	item	1,285,940	1,285,940	200,123	32,810	229,826	192,001	148,483	148,483	56,589	155,882	121,741	1,285,940	-	Based on ABC schedule of rates
7900.14			S278 Commuted sums	1	item	117,738	117,738	47,869	44,769	-	14,021	-	-	-	-	11,079	117,738	-	Based on ABC schedule of rates
7900.15			Commuted sum for A28 works	1	item	-	-	-	-	-	-	-	-	-	-	-	-	-	included in Whole Life costing being prepared by KCC
			Sub-Total				11,902,526	2,830,083	1,080,287	1,267,613	1,246,508	1,139,639	1,139,639	995,065	1,151,280	1,052,412	11,910,668	-	6,688
8000			OTHER																
			SUB-TOTAL OTHER COSTS				24,908,181	5,375,666	2,027,529	3,062,826	2,776,787	2,975,002	1,939,905	2,602,776	2,396,330	1,751,359	24,922,935	-	13,391
			GRAND TOTAL (excluding risk)				£ 206,233,868	£ 36,418,328	£ 26,332,803	£ 24,713,516	£ 24,354,592	£ 22,750,759	£ 22,047,664	£ 20,809,357	£ 20,081,344	£ 8,725,509	£ 206,857,363	£ 622,041	
			RISK (as per risk register 50% percentile)	1	Sum		8,528,984	1,548,677	629,984	1,194,066	1,064,388	1,245,377	552,542	1,022,135	838,491	433,325	8,528,984	-	
			GRAND TOTAL (including risk)				£ 214,762,852	£ 37,967,005	£ 26,962,787	£ 25,907,582	£ 25,418,980	£ 23,996,136	£ 22,600,205	£ 21,831,492	£ 20,919,836	£ 9,158,834	£ 215,386,347	£ 622,041	

Appendix 3b

Bespoke Property Consultants

Chilmington Green

PHASE 1 Summary Viability Review

Review 1			
DEVELOPMENT REVENUE			REVENUE
Private residential capital value	1,058,089	£ 240	£ 253,941,360
Affordable housing capital value	61,824	£ 135	£ 8,346,240
Extra Care receipts per acre			£ -
Capital value of Ground Rents			£ -
Non-residential receipts per acre	8.16	500,000	£ 4,080,000
Total Revenue			£ 266,367,600
DEVELOPMENT EXPENDITURE			COSTS
Marketing fees Market housing		3.50%	£ 8,887,948
Affordable sale fees		0.50%	£ 41,731
Non-residential Marketing		3.00%	£ 122,400
BCIS costs (at reassessment date) - Market	1,058,089	£ 121.00	£ 128,028,769
BCIS costs (at reassessment date) - Affordable	61,824	£ 121.00	£ 7,480,704
Garages - Single (all 3-Bed market & shared ownership)	incl		
Garages - Double (all 4-Bed & larger market & shared ownership)	incl		
CFSH 4 (applicable dwellings)	1000	£2,000	£ 2,000,000
Professional fees (7.0% of base building costs)		7.00%	£ 9,625,663
Developer Profit - market units		20.00%	£ 50,788,272
Developer Profit - Affordable units		6.00%	£ 500,774
Actual Infrastructure Costs			£ 21,039,973
S106 Contributions			£ 16,927,031
Finance costs (at 6.75% of total costs)		3.94%	£ 7,293,024
Benchmark Land Value	162.52	£100,000	£ 16,252,000
BLV indexation		0.00%	
SDLT and Legals		5.75%	£ 934,490
Total Expenditure			-£ 269,922,780
Surplus/ Deficit			-£ 3,555,180

Note:

Items coloured green are to be amended to suit current market circumstances at the review.

Appendix 3c

S.106 AGREEMENT APPENDIX

SCHEDULE OF INPUTS TO THE VIABILITY APPRAISAL OF EACH PHASE

Ref.	Item	Description	Information Source
1	Residential Values	Sale Value of each residential unit type or Capital Value of units for open market rental. All to be net of incentives	RICS local valuer Internet Research Local Estate Agents Other comparable developments
2	Commercial Values	Sale Value of each commercial unit type or Capital Value of commercial units for rent based on market rents and yields All to be net of incentives	RICS local valuer Internet Research Local Commercial Agents Other comparable developments
3	Base Build Costs	Building Costs for each type of building exclusive of abnormal costs	BCIS Spons Quantity Surveyor's Cost Plan
4	Abnormal Costs	Those costs over and above the normal costs allowed in the assessment of the base build as noted in 3 above. eg: Decontamination, Demolition, Site Preparation, Archeological Surveys Foundations in excess of 1m deep Basement or Undercroft Parking	Quantity Surveyor's Cost Plan supported by evidence from appropriate surveys and engineer's reports
5	Infrastructure	Cost of roads, sewers, utilities and engineering works to service the land	Quantity Surveyor's Cost Plan supported by evidence from appropriate surveys and engineer's reports
6	Affordable Housing Income	Details of Target Rents for Social Rented Housing, First Tranche Sales and Equity Rent for Shared Ownership and discount to open market rent for Discounted Rent units, together with yields to be applied to rents and management costs to be deducted Or an offer from an agreed Registered Provider for the purchase of the Affordable Homes	Registered Provider RICS valuer familiar with Affordable Housing.
7	Social Housing Grant	Amount of Grant to be offered to the Registered Provider to assist in purchasing the affordable housing	Registered Provider HCA Investment Team
8	Other forms of Funding	HCA grants for Infrastructure EU Grants Cross Subsidy from the Registered Provider for the purchase of the Affordable Homes Other sources of Funding	Appropriate funding body
9	Planning Obligations	Capital Sums included in the S.106 Agreement Timing to be set by the Council	Council / S.106 Agreement
10	Finance	Arrangement Fees Interest rates Bank Monitoring Charges Exit Fees	Evidence from the Funder and/or industry norms identified in viability appraisal manuals
11	Marketing Costs	Sales Agent's Fees Marketing Suites Promotional Costs (not incentives) Advertising	Developer's budget and/or industry norms identified in viability appraisal manuals
12	Legal Fees for Sales	Legal Fees for Sales	Developer's budget and/or industry norms identified in viability appraisal manuals
13	Acquisition Costs	Legal Fees Stamp Duty Third Party payments Agent's Fees	Solicitor's Quotation HMRC Contract information Agent's Quotation
14	Profit	On Gross Development Value of Residential Units On Affordable Housing On Commercial Buildings	Developer's budget and/or industry norms identified in viability appraisal manuals and/or funder's requirements
15	Professional Fees	Architects, Engineers, Design Consultants etc Cost of Bonds	Developer's budget and/or industry norms identified in viability appraisal manuals
16	Build Contingencies	An appropriate allowance dealing with the status of design information at the time of the appraisal	BCIS QS Cost Plan
17	Residential Unit Mix	Building Type, Unit Type and Number of Each Size (Net Internal Area and Gross Internal Area) Tenure of each dwelling type	Architect's or Developer's accommodation schedule
18	Ground Rents	Annual ground rents and appropriate yield to capitalise the value of the freehold	RICS local valuer Internet Research Local Estate Agents Other comparable developments
19	Cashflow	Anticipated Dates when the sales revenues and costs noted above are anticipated to be received and expended	QS Cost Plan Sales Agent's advice Developer's budget and/or industry norms

Appendix 4

WITHOUT PREJUDICE

Richard Alderton
Head of Planning and Development
Civic Centre
Tannery Lane
Ashford
Kent
TN23 1PL

20th August 2014

Dear Richard

RE: CHILMINGTON GREEN – AGREED VIABILITY POSITION

I have been asked to produce a summary note of the viability position, identifying the areas that are agreed; I believe we are now in agreement on all issues. I can confirm that the following has been generally agreed with Bespoke Property Consultants.

We have agreed a 1st phase of 1,000 residential units, with phases of 600 dwellings thereafter other than the final development phase which has 550 dwellings in total. The first phase is agreed to deliver 10% affordable housing with a viability review mechanism in-place to determine the level of affordable housing to be delivered within the subsequent development phases. The affordable housing within Phases 2 – 9 is agreed to be within a range of 10% and 40%; the identified range as stated in the Adopted Area Action Plan (AAP).

The exact 'trigger' point for the viability reviews is agreed to be triggered by 150 remaining reserved matter applications within a Phase or a maximum of 9-months prior to commencement of the next development phase. The s106 agreement will also allow the development to continue at 10% affordable if there is a delay in the viability review being concluded. Any 'balance' of affordable housing would be 'picked up' by the remaining phase once the viability review is concluded. The affordable housing requirement will be linked to the phase and not to each specific development parcel; allowing the Consortium to trade wholly market or affordable development parcels.

A Phase will be classified as a number of dwellings, rather than as a number of identified development parcels. This will allow the Consortium the flexibility to bring the scheme forward as it evolves, rather than being restricted by a particular parcel phasing structure.

The general structure of the viability analysis is a residual appraisal, which generates a residual land value (RLV) which is compared with a benchmark land value (BLV). The original BLV was agreed at £125,000 per gross acre, but a reduced BLV of £100,000 per gross acre has now been accepted, albeit on a larger gross acreage. This revised approach has zero impact on the viability assessment, but assists the developer/landowner negotiations from an equalisation perspective.

It is agreed that the BLV will be indexed equally with the Savills Land Index and the Halifax House Price Index (NSA), so that any increases in the general land market will be reflected in the BLV as the scheme progresses.

The simple viability premise is that, should the RLV exceed the BLV, a surplus is generated and the affordable housing is increased (up to 40% per phase) until the surplus is eroded to zero. If the RLV is less than the BLV a deficit will be illustrated, and the affordable housing will be reduced to erode the deficit to zero (with a minimum of 10% affordable delivered).

All revenues (market, affordable and non-residential) adopted within the appraisal analysis are agreed for the purposes of Phase 1. It is envisaged that the revenues to be included within the viability appraisal reviews for phases 2 - 9 will be largely informed from recent sales evidence from the previous development phase.

Standard construction costs are agreed to be included at the most recent BCIS figures for Estate Housing (Generally) and for Flats (Apartments) – 1 to 2 storeys, adjusted to reflect the location weighting for Ashford.

On-top of the base BCIS figures, a net to gross adjustment of 15% is agreed to the apartments costs, intended to reflect allowances for communal areas and shared spaces within the apartment buildings. Allowances for plot external costs and contingency are included at 12% on-top of the base BCIS costs, plus an agreed extra-over build cost which presently equates to £8.66 per square foot. These extra-over costs are agreed to cover the quality charter in-line with Ashford design code aspirations.

For the purposes of the review mechanism, it is intended that the BCIS costs will simply be updated at the appropriate point with the latest BCIS data. The extra-over allowances are agreed as above, other than the extra-over cost which will essentially be index-linked to the base BCIS costs.

Market Housing Marketing costs are agreed at 3.5% of market housing gross development value (GDV). The cost of transferring the Affordable Housing to a registered provider (RP) is included at 0.5% of affordable GDV.

Technical fees are included at 7% of standard development costs

An allowance of £2,000 per dwelling is agreed reflecting the extra-over costs of compliance to Code for Sustainable Homes (CFSH) Level 4 within Phase 1. It is envisaged that the rate per dwelling is considered at each viability review, depending on the Code level requirement at that point in time and the cost of compliance.

Developer profit is agreed and included at 20% of market GDV, 6% of affordable GDV and 15% of any non-residential revenue (essentially a land-servicing/trading profit).

With regards to the cost plan, the infrastructure and s106 contributions have been agreed per phase, as reflected within the cost plan appended to the enclosed viability model. It is envisaged that the infrastructure element will be delivered exactly in-line with the cost plan phasing, regardless of whether the phase in question illustrates a deficit at the time of the viability review.

With regards to the s106 contributions, the Consortium is prepared to make the contributions in-line with the phase-timings identified within the agreed cost plan. However, if at a review point ABC wish

to bring forward a particular s106 items from a later phase, this is acceptable provided the phase in question shows a sufficient surplus (at 10% affordable) to 'absorb' the particular s106 item being moved.

It is agreed that the cost plan will be indexed linked with BCIS movement from the base cost, which is dated Q2 2014.

For the purposes of this viability model, Finance costs are calculated through the "straight-line" approach. It is worth noting that the Consortium have reduced the finance costs within the model by circa **£36.3m** from the previously agreed position to the current one. It was previously agreed that finance costs would be included at 4.5% of total costs. For the purposes of the review mechanism it is agreed that finance will be reflected at 3.0% of total costs for phases 2 to 9.

The updated model illustrates a whole site surplus of £279,725, which implies that affordable housing in excess of 10% will be delivered in the development phases where a surplus exists. The exact amount of affordable housing will be determined by the outlined review mechanism, between 10% and 40% affordable per phase, up to the current policy level of 30% for the whole scheme.

Where a deficit is illustrated in a development phase (such as Phase 1) the Consortium will deliver a minimum of 10% affordable, along with the agreed levels of infrastructure and s106 (see cost plan), potentially at a reduced profit where a deficit exists, as is the case in Phase 1.

The review mechanism is intended to be structured as simply as possible, with a limited amount of 'moving parts'. It is envisaged that the only inputs to be updated at the review points would be as follows:

1. Market revenues (to be evidenced from previous phase)
2. BCIS (to be updated with latest data)
3. Code Costs – to be based on current requirements & cost rate
4. Indexation – applied to:
 - a. Extra-over costs (linked with BCIS movement from base)
 - b. Infrastructure Cost Plan (BCIS)
 - c. BLV (linked equally to the Savills Land Price Index & the Halifax House Price Index)
 - d. Section 106 contributions (BCIS)

All other appraisal inputs are agreed as per the above. Subject to ABC acceptance of this proposal, it is envisaged that a review mechanism template will be tabled for agreement, in excel format.

I trust this is self-explanatory but would welcome any queries with this proposition

Kind regards



Thomas Hegan MRICS