

Appendix 2 – Draft Schedule of s.106 Agreement Heads of Terms**Notes:**

The precise wording of all obligations will be subject to detailed legal drafting post-committee resolution, but shall be in general accordance with the details specified in this document.

Where contributions are staged any repayment clause to commence following date of payment of final instalment.

All financial contributions shall be index linked from date of the applicable Agreement.

OBLIGATIONS BETWEEN APPLICANT AND KENT COUNTY COUNCIL (KCC)

Obligation	Summary of Obligation	Value	Trigger	Payable To
EDUCATION				
Primary Education	Landowner/developer to construct a two form entry primary school, including early years provision, to be located within the boundary of the application site (EC1) unless an alternative off-site location is agreed between parties through the Education Review Group.	N/A	To be completed and transferred to KCC prior to occupation of the 1,000th dwelling (Use Class C3), unless an alternative trigger is agreed by the Education Review Group.	N/A
	Establishment of an Education Review Group (ERG).	N/A	Prior to first residential occupation.	N/A
	Landowner to transfer/lease the completed Primary School at no cost to KCC in accordance with KCC's General Site Transfer requirements.	N/A	N/A	N/A
	In the event that the ERG decides that the Primary School should not be delivered by the landowner, the ERG shall agree and establish arrangements and timescales for the landowner to transfer/lease a Primary School site to KCC free of charge and for the landowner to make a proportionate financial contribution to KCC.	To be agreed by ERG (if applicable)	To be agreed by ERG (if applicable)	KCC (if applicable)
	KCC commitment to allowing managed community use of the school's internal and external facilities outside of school hours.	N/A	N/A	N/A
	Any application for planning approval relating to an on-site Primary School made by the landowner, KCC or any other body shall be made pursuant to the outline planning permission.	N/A	N/A	N/A
	Requirement for KCC to seek funding, including CIL from Dartford Borough Council, for the Primary School. If successful, funding to be payable from KCC to landowner to offset cost of delivering or funding construction of the Primary School.	N/A	N/A	Any applicable payment to be payable from KCC to the landowner/developer.
Secondary Education	Financial contribution towards the costs of a new or expanded secondary school serving the local area, within a catchment area of 5 miles from the boundary of the application site.	£1,396.80 per 'applicable' flat. £5,587.19 per 'applicable' house. Only applicable to dwellings located wholly or partially within the GBC administrative area.	Payable prior to first residential occupation of the Sub-Phase (i.e. RMA phase) of development to which it relates.	KCC

Special Education Needs and Disabilities School Building and Land	Financial contribution towards the costs of building new additional SEND accommodation serving the area.	£139.96 per 'applicable' flat. £559.83 per 'applicable' house. Only applicable to dwellings located wholly or partially within the GBC administrative area.	Payable prior to first residential occupation of the Sub-Phase (i.e. RMA phase) of development to which it relates.	KCC
COMMUNITY SERVICES				
Community Learning/Adult Education	<p>Option 1 Provision of classroom space within a community building to be delivered by the development comprising not less than 40sqm (NIA) floorspace for community learning, sufficient to accommodate 10-14 people per session. This floorspace shall be made available for use by KCC in accordance with lease arrangements agreed between the landowner and KCC. The floorspace shall have access to necessary facilities including staff welfare/w.c. facilities and building services.</p> <p>AND</p> <p>Provision of space within a community building to be delivered by the development comprising not less than 170sqm (NIA) floorspace for training sessions for adults with learning disabilities. Unless subsequently agreed in writing between parties, this floorspace shall be made available for use by KCC for a duration of 37 hours per week (Monday to Friday). This floorspace shall be provided at ground floor level unless otherwise agreed by KCC and the applicant and shall have access to necessary facilities including staff welfare/w.c. facilities and building services, including access to a Changing Places facility and an accessible kitchen.</p>	N/A	To be completed and made available for public use prior to occupation of the 1,000th residential (Use Class C3) dwelling.	N/A
	<p>Option 2 In the event that KCC do not require provision of such space on site (Option 1), confirmation of which to be provided in writing prior to first residential occupation within the site, payment of a financial contribution towards provision of new/improved facilities to meet the needs of the development off-site within the vicinity of the development.</p>	£34.21/dwelling	50% prior to first occupation of the phase or sub phase to which it relates and 50% prior to 50% occupation of the phase or sub phase to which it relates.	KCC
Youth Services	<p>Option 1 Provision of space within a community building to be delivered by the development to provide a Family Hub facility comprising not less than 225sqm (NIA) (reduced to 185sqm if excluding a nursery) to provide a resource for families, promoting safeguarding and well-being of children and young people and associated well-being services. Unless subsequently agreed in writing between parties, this floorspace shall be made available for use by KCC.</p> <p>The facility shall have access to outdoor space and internal facilities to include office space, consulting rooms and separate waiting area, kitchen and dining areas. Midwifery, breastfeeding, debt and housing advice and domestic</p>	N/A	To be completed and made available for public use prior to occupation of the 1,000th residential (Use Class C3) dwelling.	N/A

	abuse. Requirements for outdoor space and buggy park, office space and consulting rooms and separate waiting area kitchen and dining area.			
	Option 2 In the event that KCC do not require provision of such space on site (Option 1), confirmation of which to be provided in writing prior to first residential occupation within the site, payment of a financial contribution towards provision of new/improved facilities or an existing youth outreach programme to meet the needs of the development off-site within the vicinity of the development.	£74.05/dwelling Exclusion to apply for any "older persons" housing.	50% prior to first occupation of the phase or sub phase to which it relates and 50% prior to 50% occupation of the phase or sub phase to which it relates.	KCC
Libraries	Option 1 Provision of a library comprising not less than 180sqm (NIA) of floorspace as part of the community floorspace to be delivered by the development. Unless subsequently agreed in writing between parties, this floorspace shall be made available for use by KCC for a duration of at least 37 hours per week. The floorspace shall have access to necessary facilities including staff welfare/w.c. facilities and building services and Wi-Fi, self-service technology desktop PCs.	N/A	To be completed and made available for public use prior to occupation of the 1,000th residential (Use Class C3) dwelling.	N/A
	Option 2 In the event that KCC do not require provision of a library on site (Option 1), confirmation of which to be provided in writing prior to first residential occupation within the site, payment of a financial contribution towards improvements to local library or libraries within the vicinity of the development .	£62.63/dwelling	50% prior to first occupation of the phase or sub phase to which it relates and 50% prior to 50% occupation of the phase or sub phase to which it relates.	KCC
Social Care	Option 1 170sqm open Mon – Fri 9-4 and require changing place, accessible Kitchen. Provide session for adults with learning disabilities.10-15 individuals and staff.	N/A	To be completed and made available for public use prior to occupation of the 1,000th residential (Use Class C3) dwelling.	N/A
	Option 2 Financial contribution towards specialist care accommodation, assistive technology systems and equipment to adapt homes, adapting community facilities, sensory facilities, and Changing Places arising from this development and in the wider community.	£180.88/dwelling	50% prior to first occupation of the phase or sub phase to which it relates and 50% prior to 50% occupation of the phase or sub phase to which it relates.	KCC
OTHER INFRASTRUCTURE				
Waste Transfer Facilities	Financial contribution towards a new or expanded Waste Transfer Station within the Boroughs of Dartford or Gravesham.	£194.13 per 'applicable' dwelling. Only applicable to dwellings located wholly or partially within the GBC administrative area.	Payable prior to commencement of the sub phase of development to which it relates.	KCC
PUBLIC RIGHTS OF WAY				
Public Footpath Enhancements - DS17	Financial contribution for vegetation clearance and tidy up of existing footpath.	£5,000	Prior to first occupation of development in EC1.	KCC

Public Footpath Enhancements – NU7A	Financial contribution to redress the existing surface, approximate 320m length x 3m width.	£24,000	Prior to commencement of development in EC1.	KCC to covenant to spend the money within 3 years following date of receipt.
	Financial contribution towards replacement of 2no. existing motorbike inhibitor barriers with more user-friendly barriers.	£10,000	Prior to first occupation of development in EC1.	
	Financial contribution to remove existing step over the bridge and install a ramp.	£10,000	Prior to first occupation of development in EC1.	
Public Footpath Enhancements – NU14	Financial contribution to redress existing surface approximate 200m length x 3m width.	£15,000	Prior to commencement of development in EC1.	
Public Footpath Enhancements - Maintenance	Financial contribution towards maintenance costs of public footpaths DS17, NU7A and NU14.	£5,000 p.a. for a period of ten years.	To be paid annually from date of completion of PROW works and/or from date of 1st occupation of any floorspace in the development, whichever comes first.	
TRANSPORT				
Fastrack - Bus Shelters	Financial contribution towards the cost of installing 3no. four-bay semi-enclosed Fastrack bus shelters (£17,500 each) with real time information screens (£3,500 each) on site.	£63,000	Prior to first occupation of development in EC1 or EC2.	KCC
Fastrack - Bus Gate Cameras/ANPR	Financial contribution towards cost of installing 4no. bus gate cameras (Southfleet Road / International Way) to enforce unauthorised access along the proposed dedicated bus roads.	£200,000	Prior to first occupation of development in EC1 or EC2.	KCC
	Financial contribution towards cost of installing 2no. bus gate cameras (Eastern Access Road) to enforce unauthorised access along the proposed dedicated bus roads.			
Pedestrian and Cycle Improvements at the A226 / Railway Street Junction.	Financial contribution to provide improvements to the existing route between the application site and Northfleet Station, to include but not limited to measures such as relocation of signs, provision of finger posts and provision of dropped kerbs. Such contribution shall not be required in the event that a direct pedestrian and cycle connection has been provided between the site and Northfleet Station or if the improvements have already been provided by others.	£20,000	Prior to commencement of development in EC1.	KCC KCC to covenant to complete the works prior to first occupation of development in EC1.
Travel Plan Co-ordinator	Appointment of a Travel Plan Co-ordinator.	N/A	Prior to first occupation, to be retained for duration of the construction period.	N/A
Transport Review Group	Establishment of a Transport Review Group to meet on a six monthly basis unless otherwise agreed by KCC, ceasing two years post full occupation, in line with the life of the Travel Plan. TRG to consist of a member from (i) Landowner/Applicant, (ii) KCC, (iii) Local Planning Authority (EDC), Local Authority	N/A	Establish TRG prior to first Travel Plan vehicle monitoring period, which is to commence from 200th occupation and/or 5,000sqm commercial floorspace.	N/A

	(DBC) and Local Authority (GBC) (if requested by DBC and GBC) and chaired by the Travel Plan Co-Ordinator.			
Transport Toolkit Fund	Set up a fund to implement transport mitigation measures, as required, should actual traffic generated by the development once operational exceed targets set out in the site-wide Framework Travel Plan. Fund to be allocated by TRG.	£1,000,000 Payable in the following instalments: £500,000 prior to occupation of the 600 th dwelling £750,000 prior to occupation of the 900 th dwelling £1,000,000 prior to occupation of 1,100 th dwelling	To be transferred to account held by landowner. Written proof of compliance to be provided.	N/A
Vehicle Monitoring	Landowner to undertake monitoring of vehicles generated by the development at all vehicular accesses and egresses to the application site using permanently installed monitoring equipment.	N/A	Monitoring to have commenced by the occupation of the 200 th dwelling and/or occupation of 5,000sqm of commercial floorspace (whichever comes first), and be maintained up to two years after completion of the development.	N/A
	Landowner to submit Monitoring Report to KCC – to be shared with TRG members and discussed in that forum.	N/A	Annually, except where there has been no new floorspace occupied since the previous reporting period.	N/A
Sustainable Travel Fund	A fund to incentivise sustainable travel by new residents by providing "tickets" for sustainable travel modes such as bus tickets and bike purchase, including Mobility as a Service (MaaS).	£880 per dwelling to cover cost of annual Fastrack ticket (amount to cover cost of ticket at time of voucher being requested by each household).	Prior to first occupation of the phase or sub-phase of development to which it relates. To be transferred to account held by landowner. Written proof to be provided to confirm compliance. If requested by relevant household and available for 1 year post first occupation per dwelling.	N/A
Cycle Vouchers	Set up a fund to provide cycle vouchers to new residents towards the cost of a bicycle, associated equipment or proficiency training.	£50 per dwelling.	Prior to first occupation of the phase or sub-phase of development to which it relates. To be transferred to account held by landowner. Written proof to be provided to confirm compliance. If requested by relevant household and available for 1 year post first occupation per dwelling.	N/A
Car Club	Landowner provision of 2no. car club spaces, including associated electric vehicle charging infrastructure and vehicle to be available for use.	N/A	Prior to first occupation.	N/A
	Car club membership and driving credit.	£60 per membership per eligible resident. £50 credit per eligible resident.	Prior to first occupation of the phase of development to which it relates.	N/A

		Eligibility defined as person living at property with a valid driving licence.	To be transferred to account held by landowner. Written proof to be provided to confirm compliance. If requested by relevant household and available for 1 year post first occupation per dwelling.	
MONITORING				
Travel Plan Monitoring Fee	Financial contribution towards cost of KCC's appointed Travel Plan Co-Ordinator reviewing the approved Travel Plan(s) working alongside the developer for 5 years from first occupation.	£1,422 every 5 years from first occupation up to 5 years post completion (or alternative end, i.e. within 5 years of occupation of 2,000th dwelling or 100,000sqm commercial floorspace).	Payable every 5 years from date of first occupation of any floorspace.	KCC
S.106 Monitoring Fee	Financial contribution to fund the cost of KCC monitoring the obligations contained in the deed.	£300 per obligation/payment trigger.	Payable for all applicable obligations at each individual trigger point.	KCC

OBLIGATIONS BETWEEN APPLICANT AND DARTFORD BOROUGH COUNCIL (DBC)

Obligation	Summary of Obligation	Value	Trigger	Payable To
AFFORDABLE HOUSING				
Affordable Housing	<p>35% of total residential dwellings to be provided on-site as Affordable Housing Units, to be delivered in accordance with definition in the NPPF comprising the following optimum tenure mix:</p> <ul style="list-style-type: none"> 20% of total housing as social/affordable rented tenures; and 15% of total housing as intermediate products (including First Homes or equivalent provision which shall comprise 25% of the total Affordable Housing Units). 	N/A	<p>EC1 Trigger</p> <ol style="list-style-type: none"> No more than 60% of Private Units shall be occupied before the practical completion of 50% of the Affordable Housing Units. No more than 90% of Private Units shall be occupied before the practical completion of 100% of the Affordable Housing Units. <p>EC2 Triggers</p> <ol style="list-style-type: none"> No more than 75% of Private Units shall be occupied before the practical completion of 50% of the Affordable Housing Units. No more than 90% of Private Units shall be occupied before the practical completion of 100% of the Affordable Housing Units. 	N/A
	<p>The owner to use reasonable endeavours to enter into a conditional sale of affordable housing units to an affordable housing provider.</p> <p>A cascade approach to Affordable Housing provision will be applied if no offers have been received from any Preferred Registered Providers within a defined time period, as follows:</p>	To be agreed between parties if applicable pursuant to (4).	In the event of (4) payment shall be made prior to first occupation of the phase or sub phase to which it relates.	DBC (if applicable)

	<ol style="list-style-type: none"> 1. Firstly, a variation in the guideline mix of affordable tenures may be accepted. 2. Then, off site delivery of 35% affordable housing provision may be appropriate. 3. Then, if demonstrated provision as set out in i) and ii) cannot occur, a lower total amount of affordable housing delivered on-site may be considered, where shown with robust viability assessment that this is the minimum viable reduction in affordable housing provision. 4. Finally, failing (1) to (3), a financial contribution made equivalent to the cost of offsite provision in the Borough where maximising affordable housing delivery. 			
	Not to occupy the affordable dwellings in any particular phase until nominations agreements (where applicable based on tenure) are in place with the Local Housing Authority.	N/A	N/A	N/A
	Given the cross boundary nature of the Applicant Site, DBC and GBC will work together reasonably to agree the split of any affordable housing units that span the boundary.	N/A	N/A	N/A
	First Homes Monitoring Contribution - Financial contribution to cover the costs incurred by DBC at first or subsequent sale and on-going monitoring of the use of the First Homes.	£500 to be paid where provision of a compliance certificate is required for resale or for each application to dispose of First Homes.	To be paid where provision of a compliance certificate is required for resale or for each application to dispose of First Homes.	DBC

OBLIGATIONS BETWEEN APPLICANT AND GRAVESHAM BOROUGH COUNCIL (GBC)

Obligation	Summary of Obligation	Value	Trigger	Payable To
AFFORDABLE HOUSING				
Affordable Housing	<p>35% of total residential dwellings to be provided on-site as Affordable Housing Units, to be delivered in accordance with definition in the NPPF comprising the following optimum tenure mix:</p> <ul style="list-style-type: none"> • 20% of total housing as social/affordable rented tenures; and • 15% of total housing as intermediate products (including First Homes or equivalent provision which shall comprise 25% of the total Affordable Housing Units). 	N/A	<p>No more than 60% of Private Units shall be occupied before the practical completion of 50% of the Affordable Housing Units.</p> <p>No more than 90% of Private Units shall be occupied before the practical completion of 100% of the Affordable Housing Units.</p>	N/A
	<p>The owner to use reasonable endeavours to enter into a conditional sale of affordable housing units to an affordable housing provider.</p> <p>A cascade approach to Affordable Housing provision will be applied if no offers have been received from any Preferred Registered Providers within a defined time period, as follows:</p>	To be agreed between parties if applicable pursuant to (4).	In the event of (4) payment shall be made prior to first occupation of the phase or sub phase to which it relates.	GBC (if applicable)

	<ol style="list-style-type: none"> 1. Firstly, a variation in the guideline mix of affordable tenures may be accepted. 2. Then, off site delivery of 35% affordable housing provision may be appropriate. 3. Then, if demonstrated provision as set out in i) and ii) cannot occur, a lower total amount of affordable housing delivered on-site may be considered, where shown with robust viability assessment that this is the minimum viable reduction in affordable housing provision. 4. Finally, failing (1) to (3), a financial contribution made equivalent to the cost of offsite provision in the Borough where maximising affordable housing delivery. 			
	Not to occupy the affordable dwellings in any particular phase until nominations agreements (where applicable based on tenure) are in place with the Local Housing Authority.	N/A	N/A	N/A
	Given the cross boundary nature of the Applicant Site, DBC and GBC will work together reasonably to agree the split of any affordable housing units that span the boundary.	N/A	N/A	N/A
	First Homes Monitoring Contribution - Financial contribution to cover the costs incurred by GBC at first or subsequent sale and on-going monitoring of the use of the First Homes.	£500 to be paid where provision of a compliance certificate is required for resale or for each application to dispose of First Homes.	To be paid where provision of a compliance certificate is required for resale or for each application to dispose of First Homes.	GBC
OTHER CONTRIBUTIONS				
Air Quality	Financial contributions towards continuous and passive air quality monitoring (£3,700), as well as towards the implementation of the Council's Air Quality Action Plans (£3,000) to the Borough Council.	£6,700	Prior to commencement of development.	GBC