

DATE: 20th May 2013

PAUL RONALD STRUDWICK
MARGARET ANNE STRUDWICK
GEOFFREY THOMAS MYCOCK
ANTHONY HIGGOTT
DAVID JOHN HIGGOTT
RITA MARGARET HANDFORD
DAVID JOHN HOULT
ALAN JOHN HOULT
DIANNE MARY HOULT
KATHRYN JANET STRIDE

AND

EAST STAFFORDSHIRE BOROUGH COUNCIL

AND

STAFFORDSHIRE COUNTY COUNCIL

AGREEMENT

SECTION 106
TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO:

LAND TO THE EAST OF EFFLINCH LANE AND NORT OF MILL LANE
BARTON UNDER NEEDWOOD
STAFFORDSHIRE

Planning Application Number P/2011/01359

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THIS AGREEMENT is made as a deed the 20th day of May 2013

1. PARTIES

- 1.1. PAUL RONALD STRUDWICK and MARGARET ANNE STRUDWICK both of 20 Wellfield Road Alrewas Burton upon Trent Staffordshire DE13 7HB and GEOFFREY THOMAS MYCOCK of Dilwin, Pentrepoeth School Road, Morrriston, Swansea West Glamorgan SA6 6HZ and ANTHONY HIGGOTT of 2 The Grove Tatenhill Burton upon Trent Staffordshire DE13 9SL and DAVID JOHN HIGGOTT of Foxley Farm Foxley Towcester Northamptonshire NN12 8HP and RITA MARGARET HANDFORD of 88 Captains Lane Barton under Needwood Burton upon Trent Staffordshire DE13 9HA and ALAN JOHN HOULT and DIANNE MARY HOULT both of Marl Bank Morrey Yoxall Burton upon Trent Staffordshire DE13 8PE and DAVID JOHN HOULT of Fullbrook Farm Captains Lane Barton under Needwood Burton upon Trent Staffordshire DE13 8EZ and KATHRYN JANET STRIDE 1 Hillview, Coronation Lane, Shotteswell, Banbury OX17 1JF ("the Owner").
- 1.2. EAST STAFFORDSHIRE BOROUGH COUNCIL whose principal office is at the Malsters, Wetmore Road, Burton upon Trent, Staffordshire ("the Council").
- 1.3. STAFFORDSHIRE COUNTY COUNCIL whose principal office is at 2 Staffordshire Place, c/o Wedgwood Building, Block A, Tipping Street, Stafford ("the County").

2. DEFINITIONS

In this Agreement (except where the context otherwise requires):

- 2.1. **“the Act”** means the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) .
- 2.2. **“the Application”** means the application in outline only number P/2011/01359 made valid on 29th November 2011.
- 2.3. **“the Cap”** means the cap of £1,900,000 on the total sum payable hereunder in respect of the following financial contributions in this Agreement namely the Affordable Housing Sum; the Commuted Sum for Open Space and Landscaping; the Primary Education Sum; the Secondary Education Sum; the Traffic Mitigation Sum; the Travel Plan Sum ; the SUDS Sum; the Refuse and Recycling Storage Container Contribution and the Holland Sports Club Contribution provided that any increase in the Primary Education Sum or the Secondary Education Sum by virtue of the erection of more than 130 Dwellings on the Land shall be outside the Cap.
- 2.4. **“Commencement of the Development”** means the earliest date upon which any material operations are begun in accordance with the provisions of Section 56(4) of the Act save for the purposes of this Agreement none of the following operations shall constitute a material operation:
- 2.4.1. site clearance works;
 - 2.4.2. archaeological investigations;
 - 2.4.3. investigations for the purpose of assessing ground conditions;
 - 2.4.4. remedial work in respect of any contamination or other adverse ground conditions;
 - 2.4.5. diversion and laying of services;
 - 2.4.6. erection of any temporary means of enclosure;
 - 2.4.7. temporary display of site notices or advertisements;
- and **“Commence the Development”** shall be construed accordingly.

- 2.5. **“the County Monitoring Fee”** means the sum of £350.00 payable to the County towards the costs of monitoring the planning obligations contained in the Agreement.
- 2.6. **“the Development”** means the development authorised by the Planning Permission.
- 2.7. **“Dwellings”** means all houses, maisonettes, flats, bungalows and all other varieties of accommodation which may be built or are intended to be built on the Land to be used as individual units of accommodation for independent occupation by one or more people.
- 2.8. **“the Head of Regulatory Services”** means the person the Council shall appoint as the Head of the Department responsible for Planning Services for the time being.
- 2.9. **“the Index”** means the All Items Group (item reference CHAW) of the Retail Prices Index published by H M Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used.
- 2.10. **“Index Linked”** means increased (if applicable) in proportion to movements in the Index between the date of this Agreement and the date the particular payment is made.
- 2.11. **“the Land”** means the Land shown for the purposes of identification only edged red on Plan Number EL1 known as land to the east of Efflinch Lane and north of Mill Lane, Barton under Needwood, Staffordshire.
- 2.12. **“Occupation of the Development”** means beneficial occupation of any part of the Development for any purpose other than the carrying out of the Development and **“Occupy the Development”** shall be construed accordingly.

- 2.13. **“the Outline Consent”** means the approval of planning permission in outline only under application number P/2011/01359.
- 2.14. **“Plan Number”** means the plan annexed to this Agreement of that number.
- 2.15. **“Planning Permission”** means the Outline Consent to be granted by the Council pursuant to the Application in substantially the form of the draft annexed to this Agreement.
- 2.16. **“Reserved Matters Application”** means the application for approval of matters reserved in the Planning Permission.
- 2.17. **“Satisfaction of the Council”** means to the normal standards of the Council applied elsewhere within their administrative area in respect of similar matters.
- 2.18. **“Satisfaction of the County”** means to the normal standards of the County applied elsewhere within their administrative area in respect of similar matters.

3. INTERPRETATION

- 3.1. References to the masculine, feminine and neuter genders shall include the other genders.
- 3.2. References to the singular include the plural and vice versa unless the contrary intention is expressed.
- 3.3. References to natural persons are to include corporations and vice versa.
- 3.4. Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 3.5. The expressions “the Owner”, “the County” and “the Council” shall include their respective successors in title and assigns.
- 3.6. A reference to a Clause, Paragraph or Schedule is (unless the context otherwise requires) a reference to a Clause, Paragraph or Schedule of this Agreement.
- 3.7. Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

3.8. Where in this Agreement a party includes more than one person any obligations of that party shall be joint and several.

3.9. Any reference in this Agreement to any statute, or to any section of a statute, includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.

4. INFORMATION

4.1. The Owner owns the freehold interest in the Land edged red on Plan Number EL1 and the adjoining land edged blue on Plan EL2 and is registered as proprietors of it with Title Absolute at H M Land Registry free from incumbrances other than those matters contained or referred to in the Property and Charges Registers of Title Numbers SF553528; SF435426; SF543514; SF449052 and SF382814 at the date of this Agreement.

4.2. The Council is the Local Planning Authority for the purposes of the Act for the Land.

4.3. The County is the Local Highway Authority for the purposes of the Highways Act 1980 and the Local Education Authority within the meaning of S12 Education Act 1996 for Staffordshire (and considers that the Development will necessitate a requirement for a contribution towards the provision of educational facilities in the vicinity of the Development)

4.4. The Owner has by the Application applied to the Council for approval to carry out development on the Land.

4.5. The Council is satisfied that the Development is such as may be approved by the Council under the Act and planning permission granted (subject to conditions) subject to the Owner covenanting in the terms of this Agreement.

5. STATUTORY AUTHORITY AND LEGAL EFFECT

5.1. This Agreement is made pursuant to:

5.1.1. Section 106 of the Act; and

5.1.2. Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000

and all other enabling powers and enactments which may be relevant for the purpose of giving validity to this Agreement.

5.2. The obligations of the Owner in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority.

5.3. Subject to clause 5.4, the Owner covenants with the Council to the intent that this Agreement shall be enforceable without limit of time (other than as expressly mentioned in this Agreement) against the Owner and any person deriving title through or under them to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

5.4. No person shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement after they shall have parted with all interest in the Land or the part in respect of which such obligation relates or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest.

5.5. No statutory undertaker shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement in respect of any site used only as an electricity substation, gas governor or pumping station.

- 5.6. No purchasers of individual Market Housing Units as defined in Schedule 3 shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement.
- 5.7. If the Planning Permission expires (within the meaning of Sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development, this Agreement shall forthwith determine and cease to have effect.
- 5.8. Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 5.9. Nothing in this Agreement shall be construed as restricting the exercise by the Council or the County of any powers exercisable by them under the Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions as a local authority.

6. WAIVER

No waiver (whether expressed or implied) by the Council or the County Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County or Owner from enforcing any of the relevant terms of conditions or from acting upon any subsequent breach or default.

7. CONDITION PRECEDENT

The planning obligations contained in this Agreement shall not be enforceable by the Council until the grant of the Planning Permission by the Council.

8. OBLIGATIONS

8.1. The Owner, the County and the Council further covenant, agree and declare in respect of the Land as set out in the Schedules.

8.2. The Council agrees with the Owner to grant the Planning Permission as soon as is reasonably practicable after completion of this Agreement.

9. COSTS

9.1. The Owner agrees to pay to the Council and the County on the signing of this Agreement their reasonable costs and disbursements of and incidental to the preparation and execution of this Agreement.

9.2. The Owner agrees to pay to the Council on demand the Council's reasonable costs and disbursements of and incidental to the monitoring of this Agreement.

9.3. The Owner agrees to pay to the County on the signing of this Agreement the County Monitoring Fee.

10. INVALIDITY

It is agreed and declared that if any clause or sub-clause of this Agreement shall be deemed to be unenforceable or ultra vires the remainder of this Agreement shall remain in full force and effect provided severance from this Agreement is possible.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing contained in this Agreement shall give, or be construed as giving, any rights, privileges, powers or enforceability other than to the Council, the County and to the specific person executing this Agreement as the Owner and its successors (if any) as defined in this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the

meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Agreement.

12. OTHER MATTERS

- 12.1. The Owner shall indemnify the Council and the County for any expenses or liability arising to them in respect of breach by the Owner of any obligations contained in this Agreement.
- 12.2. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to this Agreement and shall cite the number and clause of this Agreement to which it relates.
- 12.3. Payment of any money under this Agreement shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors' client account cheque within the time specified in this Agreement together with a letter specifically referring the name, date and parties to this Agreement and citing the number and clause of this Agreement to which the relevant sum relates and identifying which portion of the amount relates to any sum calculated to take account of Index Linking.
- 12.4. The Owner agrees with the Council to give the Council and the County immediate written notice of any change in ownership of any of its interests in the Development occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Development or unit of occupation purchased by reference to a plan.
- 12.5. This Agreement shall be registered as a Local Land Charge.

I N W I T N E S S of which the Parties have executed this Agreement as a deed and have delivered it upon dating the day and year first before written.

SCHEDULE 1
General Obligations

The Owner covenants with the Council and the County with the intent that these are planning obligations for the purposes of Section 106 of the Act:

1. To permit the Head of Regulatory Services and any person or persons authorised by him access to the Land or any part of it at all reasonable times, on reasonable notice and in compliance with the Owner's reasonable requirements, and to permit him or them to inspect the Development and all materials intended for use in it.
2. To give the Council and the County notice in writing no later than 7 days prior to the anticipated Commencement of the Development.
3. To give the Council and the County notice in writing of the Commencement of the Development within 7 days of Commencement of the Development.

4. To give the Council and the County notice in writing no later than 7 days prior to the anticipated Occupation of the Development.
5. To give the Council and the County notice in writing of the Occupation of the Development within 7 days of Occupation of the Development.

SCHEDULE 2

Affordable Housing Provisions

1. DEFINITIONS

1.1. Housing Definitions

“**Accessible Homes**” means single-level homes accessible without the use of steps or stairs, having a level-access or low-threshold shower and meeting the Lifetime Homes Standard.

“**Affordable Housing**” means housing built for use as Rented Social Housing Units and/or Intermediate Housing Units.

“**Affordable Housing Contribution**” means the amount of Affordable Housing to be built within the Development together with any Affordable Housing Sums.

“**Affordable Housing Sum**” means the difference between the Cap (£1,900.000) and the amount payable for all the remaining financial contributions defined as being included within the Cap Index Linked.

“**Affordable Housing Unit**” means a Rented Social Housing Unit or an Intermediate Housing Unit, and reference to “**Affordable Housing Units**” shall be construed accordingly.

“**Allocations Policy**” means the Council’s policy for the time being for the allocation of rented housing owned by Registered Providers of Social Housing.

“**Capital Value**” of a housing unit means the price at which the Dwelling would be sold on the open market as a Market Housing Unit.

“**Discounted Sale Housing Unit**” means a Dwelling which shall be sold to an Eligible Person at a price not exceeding 60% of the Capital Value, and which shall not be extended, and which shall not be let whether by way of a tenancy or a lease or otherwise other than to an Eligible Person with a Local Connection at a rent no greater than 60% of the Market Rent, and reference to “**Discounted Sale Housing Units**” shall be construed accordingly.

“Eligible Person” means a person and their household who is unable to pay the Capital Value of the Affordable Housing Unit as verified in writing by a financial advisor or a mortgage advisor and who intends to occupy the Dwelling as his/her home.

“Extra Care Housing Unit” means a Dwelling suitable for people with varying care needs which is clustered together with other such Dwellings and with communal facilities and where care and support services are provided so that people can remain in their own home as their care needs increase.

“Housing Market Area” means the area comprised of the wards of Crown, Needwood, Rolleston on Dove, Tutbury and Outwoods, and Yoxall.

“Intermediate Housing Units” means Shared Ownership Housing Units and Rent to Shared Ownership Housing Units and Discounted Sale Housing Units.

“Lifetime Homes Standard” means the standard published by Habinteg (or successor body) which is current at the time of time of the Application.

“Local Connection” means one of:

- Continuously resident in the Housing Market Area for at least the last 5 years;
- Cumulative residency in the Housing Market Area of at least 30 years;
- Resident in the Housing Market Area for at least 5 of the last 7 years and with family (parent, child, brother or sister) currently living in the Housing Market Area;
- A need to move to the Housing Market Area to be close to relatives or local facilities in order to give or receive appropriate support or care;
- A need to move to the Housing Market Area because of a specific need for a household member to live close to their place of employment.

“Market Housing Unit” that part of the Development which is housing for sale on the open market and which is not Affordable Housing and **“Market Housing Units”** shall be construed accordingly.

“Market Rent” is what a willing landlord might reasonably expect to receive and what a willing tenant might reasonably expect to pay for an assured shorthold tenancy of the relevant Affordable Housing Unit, in comparison with similar properties in Barton under Needwood.

“Practical Completion” means the issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect.

“Registered Provider of Social Housing” means a registered landlord as defined in Part 1 of the Housing and Regeneration Act 2008 who is registered with the regulator pursuant to Section 116 of that Act and has not been removed from the register pursuant to Section 118 or Section 119 of that Act provided that if there is no statutory definition of registered provider of social housing then “Registered Provider of Social Housing” shall mean a provider of social housing approved by the Council (such approval not to be unreasonably withheld or delayed on application to the Council for approval) .

“Rented Social Housing Unit” means a Dwelling which shall be let by a Registered Provider of Social Housing to a person allocated that Dwelling in accordance with the Council’s Allocations Policy (unless the Council does not have an Allocations Policy), and reference to **“Rented Social Housing Units”** shall be construed accordingly.

“Rent to Shared Ownership Housing Unit” means a Dwelling which shall be let at a rent which is not greater than 80% of the Market Rent to an Eligible Person who expects to be able to purchase a share of the Dwelling within 5 years and who will be permitted to purchase a share of the Dwelling as a Shared Ownership Housing Unit during that timescale, and reference to **“Rent to Shared Ownership Housing Units”** shall be construed accordingly.

“Shared Ownership Housing Unit” means a Dwelling which shall be occupied by an Eligible Person on a part rent/part sale (lease) basis where the rent does not exceed 3% of the balance of the Capital Value and annual rent increases are limited to the Index plus 0.5%, and reference to **“Shared Ownership Housing Units”** shall be construed accordingly.

1.2. Definitions for Provisos

“Chargee” any mortgagee or chargee of the Registered Provider of Social Housing to which Affordable Housing is transferred or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 in respect of that Registered Provider of Social Housing.

“Chargee’s Duty” the tasks and duties set out in Paragraph 4 of this Schedule.

“Protected Tenant” any tenant who:

- (1) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Rented Social Housing Unit or
- (2) was granted a shared ownership lease by the freeholder in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the freeholder all the remaining shares so that the tenant owns the entire Unit.

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

2.1. Affordable Housing Contribution

- 2.1.1. Not to commence the Development without having first paid the Affordable Housing Sum to the Council.
- 2.1.2. To designate 15.4% of the total number of dwellings (rounded up to the nearest whole number) to be constructed as part of the Development for use as Affordable Housing.
- 2.1.3. To designate in the Reserved Matters Application for approval of the numbers, design and location of the Dwellings which of those Dwellings shall be Rented Social Housing Units and which shall be Intermediate Housing Units by size, type and plot in accordance with the planning policy

and relevant supplementary planning document and needs evidence at that time.

- 2.1.4. Prior to occupation of each Intermediate Housing Unit to notify the Head of Regulatory Services in writing of the designation as either a Shared Ownership Housing Unit or a Rent to Shared Ownership Housing Unit or a Discounted Sale Housing Unit.

2.2. Construction and Standard of Affordable Housing

- 2.2.1. To construct the Affordable Housing in a good and workmanlike manner.
- 2.2.2. To construct the Affordable Housing so that it meets the standards applicable to New Build General Needs rented units in the Housing Corporation's 'Design & Quality Standards April 07' document.
- 2.2.3. To provide fixtures and fittings within the Affordable Housing to the standard normally expected by Registered Providers of Social Housing.
- 2.2.4. Not to construct more than 50% of the Market Housing Units unless the Affordable Housing Units on that Phase have been constructed to practical completion.

2.3. Occupation of Housing

- 2.3.1. Not to permit the beneficial occupation of more than 60% of the Market Housing Units unless all the Affordable Housing Units have been transferred to a Registered Provider of Social Housing or been Occupied in accordance with this Schedule and written notification of such has been received by the Council.
- 2.3.2. Subject to Paragraph 3 of this Schedule not to permit the beneficial occupation of any Affordable Housing Unit unless it has been let as a Rented

Social Housing Unit or a Rent to Shared Ownership Housing Unit or leased as a Shared Ownership Housing Unit or sold as a Discounted Sale Housing Unit.

2.4. Discounted Sale Housing Units

- 2.4.1. Not to sell the freehold or a leasehold interest in a Discounted Sale Housing Unit without first asking the Council whether it wishes to nominate an Eligible Person to acquire the property and allowing the Council 14 days in which to respond.
- 2.4.2. Not to sell the freehold or a leasehold interest in a Discounted Sale Housing Unit other than to an Eligible Person.
- 2.4.3. Not to sell, except to an Eligible Person nominated by the Council, the freehold or a leasehold interest in a Discounted Sale Housing Unit other than to an Eligible Person with a Local Connection unless and until the Dwelling has been advertised for sale in the Local Housing Market Area for a period of no less than twelve weeks without a sale being agreed.
- 2.4.4. Not to sell the freehold or a leasehold interest in a Discounted Sale Housing Unit at more than 60% of the Capital Value, this value being the average of no less than two written valuations obtained by the Owner from two Chartered Surveyors of not less than 5 years standing and with relevant experience.
- 2.4.5. Not to dispose of the freehold or a leasehold interest in a Discounted Sale Housing Unit EXCEPT subject to a covenant in the following terms:

The Purchaser hereby covenants with East Staffordshire Borough Council for himself and his successors in title and assigns pursuant to S106 of the Town and Country Planning Act 1990 so as to bind the property into whosoever hands the same may come that:

- he shall not advertise the freehold or a leasehold interest in the property for sale without first asking the Council whether it wishes to nominate an Eligible Person to acquire the property and allowing the Council 14 days in which to respond, and
- he shall not dispose of the freehold or leasehold interest in the property other than to an Eligible Person, and
- he shall not, except for disposal to an Eligible Person nominated by the Council, dispose of the freehold or leasehold interest in the property other than to an Eligible Person with a Local Connection unless and until the Dwelling has been advertised for sale as a Discounted Sale Housing Unit in the Local Housing Market Area for a period of no less than twelve weeks without a sale being agreed, and
- he shall not dispose of the freehold or leasehold interest in the property at a price exceeding 60% of the Capital Value, this value being the average of no less than two written valuations obtained by the occupier from two Chartered Surveyors of not less than 5 years standing and with relevant experience, and
- he shall not extend the property or permit it to be extended, and
- he shall not let or offer to let the property whether by way of a tenancy or a lease or otherwise without first asking the Council whether it wishes to nominate an Eligible Person to rent the property and allowing the Council 14 days in which to respond, and
- he shall not, other than to an Eligible Person nominated by the Council, let or offer to let the property whether by way of a tenancy or a lease or otherwise other than to an Eligible Person with a Local Connection, and
- he shall not let or offer to let the property whether by way of a tenancy or a lease or otherwise other than at a rent no greater than 60% of the Market Rent, where
- Eligible Person and Local Connection are as defined in an Agreement made under Section 106 of the Town and Country Planning Act 1990 of even date between (1) Paul Ronald Strudwick, Margaret Anne Strudwick, Geoffrey Thomas Mycock, Anthony Higgott, David John Higgott, Rita Margaret Handford, David John Hoult, Alan John Hoult, Dianne Mary Hoult and Kathryn Janet Stride and (2) East Staffordshire Borough Council and (3) Staffordshire County Council.

2.5. Rent to Shared Ownership Housing Units

- 2.5.1. Not to let a Rent to Shared Ownership Housing Unit without first asking the Council whether it wishes to nominate an Eligible Person to occupy the property and allowing the Council 14 days in which to respond.
- 2.5.2. Not to permit the occupation of a Rent to Shared Ownership Housing Unit other than by an Eligible Person.
- 2.5.3. Not to permit, except for occupation by an Eligible Person nominated by the Council, the occupation of a Rent to Shared Ownership Housing Unit other than by an Eligible Person with a Local Connection unless and until the Dwelling has been advertised for rent as a Rent to Shared Ownership Housing Unit in the Local Housing Market Area for a period of no less than twelve weeks without a let to an Eligible Person being agreed.

2.6. Rented Social Housing Units

- 2.6.1. Not to permit the occupation of a Rented Social Housing Unit other than at a rent determined through the national rent regime (Rent Influencing Regime guidance) unless the Council has agreed with the Registered Provider owning the Rented Social Housing Unit that it may, subject to the approval of the Homes and Communities Agency, let it at an Affordable Rent of up to 80% of Market Rent, which the Council will agree provided that the additional income is used by the Registered Provider of Social Housing to fund investment in providing additional affordable housing in East Staffordshire.

2.7. Shared Ownership Housing Units

- 2.7.1. Not to dispose as freeholder of an initial leasehold interest in a Shared Ownership Housing Unit other than a 25% to 75% share of the Capital Value.

- 2.7.2. Not to dispose as freeholder of an interest in a Shared Ownership Housing Unit other than with provision that the occupier of a Shared Ownership Housing Unit shall have the right to increase his ownership share in the Dwelling by purchasing additional equity over time at minimum points of 5% and at a price reflecting the Capital Value of the share being acquired at the date of acquisition but subject to statutory restriction of the maximum share which can be acquired.
- 2.7.3. Not to dispose as freeholder of a leasehold interest exceeding 50% of the Capital Value unless the proceeds of sale above 50% shall be recycled into provision of alternative affordable housing in East Staffordshire.
- 2.7.4. Not to dispose as freeholder of a leasehold interest in the property other than under a lease containing the Mortgagee Protection Clause contained in the Homes and Communities Agency's (or successor body's) model shared ownership lease.
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- 2.7.5. Not to dispose as freeholder of a leasehold interest in the property without first asking the Council whether it wishes to nominate an Eligible Person to acquire the leasehold interest and allowing the Council 14 days in which to respond.
- 2.7.6. Not to assign as leaseholder a leasehold interest in the property without first asking the landlord and the Council whether they wish to nominate an Eligible Person to acquire the leasehold interest in the property or wish to purchase the leasehold interest and allowing them 14 days in which to respond.
- 2.7.7. Not to dispose of or assign a leasehold interest in a Shared Ownership Housing Unit other than to an Eligible Person.
- 2.7.8. Not to dispose of or assign a leasehold interest in a Shared Ownership Housing Unit, except to an Eligible Person nominated by the landlord or

the Council, other than to an Eligible Person with a Local Connection or to a Registered Provider of Social Housing unless and until the leasehold interest has been advertised for sale in the Local Housing Market Area for a period of no less than twelve weeks without a sale being agreed.

3. PROVISOS

3.1. The obligations contained in this schedule shall not be binding on a mortgagee or chargee in possession of the Market Housing Units on the Site or a receiver appointed by such mortgagee or chargee or a bona fide purchaser for value thereof from such a mortgagee or chargee in possession or receiver appointed (except in the case of a purchaser which is a Registered Provider of Social Housing) or the successors in title of such purchaser with the intent that the clauses in this Agreement relating to Affordable Housing shall cease to bind the Market Housing Units on the Site in perpetuity.

3.2. The obligations contained in this schedule shall not be binding upon

3.2.1. Any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and Chargees; or

3.2.2. Any Chargee who shall have first complied with the Chargee's Duty

3.2.3. Any purchaser from a Chargee who has complied with the Chargee's Duty or any successor in title thereto

3.3. The obligation contained in Paragraph 2.4.3 of this schedule shall not be binding on the mortgagee or Chargee of a Discounted Sale Housing Unit which has taken possession of that Dwelling.

3.4. The obligation contained in Paragraph 2.7.8 of this schedule shall not be binding on the mortgagee or chargee of a Shared Ownership Housing Unit which has taken possession of the lease.

3.5. The obligations contained in Paragraph 2.6 of this schedule shall not be binding upon the Owner in relation to an individual Rented Social Housing Unit if he has satisfied the Head of Regulatory Services that he is unable to secure a sale of that Unit to a Registered Provider of Social Housing after making reasonable efforts to secure such a sale as follows:

3.5.1. advertising the Rented Social Housing Units for sale to Registered Providers of Social Housing for at least three months following their completion;

3.5.2. actively attempting to enter into serious negotiations with Registered Providers of Social Housing who operate in the borough of East Staffordshire and neighbouring districts to secure sale of the Rented Social Housing Units;

3.5.3. reducing the price of Rented Social Housing Units to a price which reflects the rental income which will accrue to a Registered Provider of Social Housing.

3.6. In the event that the Council is satisfied that the Owner has made reasonable efforts in accordance with Paragraph 3.5 of this Schedule to transfer a Rented Social Housing Unit to a Registered Provider of Social Housing and that there are no reasonable prospects of securing the transfer of that Rented Social Housing Unit to a Registered Provider of Social Housing then the Owner shall be permitted to dispose of that Rented Social Housing Unit on the open market free from the restrictions and obligations contained in this Schedule.

4. CHARGEES DUTY

4.1. A Chargee prior to seeking to dispose of an Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge must give not less than three months prior notice to the Head of Regulatory Services of its intention to dispose and the notice must make specific reference to this Deed and:

- 4.2. If the Head of Regulatory Services responds within three months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard it as Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfers, and
- 4.3. If the Head of Regulatory Services does not serve his/her response to the notice served under Paragraph 4.1 within such three months then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule and
- 4.4. If the Council or any other person cannot within three months of the date of service of its response under Paragraph 4.2 secure such transfer then provided that the Chargee shall have complied with its obligations under Paragraph 4.1 the Chargee shall be entitled to dispose of the Affordable Housing unit free of the restrictions set out in this Schedule.
- 4.5. PROVIDED THAT at all times the rights and obligations in this Paragraph 4 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

5. THE COUNCIL'S OBLIGATIONS

- 5.1. To apply the Affordable Housing Sum towards alleviating housing need in the Borough of East Staffordshire.
- 5.2. In the event that any part of the Affordable Housing Sum has not been expended within five years of receipt of that sum then the Council shall return the same to the Owner together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the Council to the date of its repayment to the Owner.

SCHEDULE 3
Open Space and Landscaping

1. DEFINITIONS

1.1. **"The Additional Works"** means the works required to be completed in accordance with the requirements of the Head of Regulatory Services.

1.2. **"The Adoption Conditions"** mean:

1.2.1. the completion of all remedial works required by a notice given by the Council to the Owner under Paragraph 2.13 (if any) and to the Satisfaction of the Council;
and

1.2.2. the Commuted Sum has been paid to the Council by the Owner pursuant to Paragraph 2.14.

1.3. **"The Approved Landscaping and Public Open Space Scheme"** means the scheme approved by the Council pursuant to and in accordance with the Leisure and Community Facilities Chapter of the East Staffordshire Local Plan prior to the Reserved Matters Approval (and which shows in detail on a plan at a scale of not less than 1:500 and includes necessary lists of proposed works and other schedules of all landscaping, Play Equipment, hard and soft surface treatments, fencing, walls, gates, lighting and all other necessary works required to lay out the Open Space and/or the Play Area for adoption purposes) and shown in the plans and specifications to be annexed to the Reserved Matters Approval entitled "Approved Landscaping and Public Open Space Scheme".

1.4. **"The Commuted Sum"** means £40,000 Index Linked.

1.5. **"Open Space"** shall mean the piece or pieces of land to be dedicated as such for use by the public within the area edged red on Plan Number EL1 the location of which within the Land is to be approved by the Council prior to the Reserved Matters Approval which will include as a minimum 400 square metres of Play Area (containing Play Equipment) ;

400 square metres of parks and gardens and 4,000 square metres of amenity grassland and green space

1.6. **"The Outline Consent"** is the approval of planning permission in outline only under application number P/2011/01359.

1.7. **"Play Area"** shall mean the area or areas to be dedicated to the public the location of which within the Land is to be approved by the Council prior to the Reserved Matters Approval.

1.8. **"Play Equipment"** shall mean all equipment and safety features identified on a schedule submitted by the Owner to the Council and approved by the Council prior to the date of the Reserved Matters Approval.

1.9. **"the Practical Completion Date"** shall be the earlier of the following dates:

1.9.1. The date being four weeks after the date the Owner notifies the Head of Regulatory Services of the completion of the works required by the Approved Landscaping and Public Open Space Scheme to be carried out upon the Open Space and/or the Play Area PROVIDED THAT the Council has not within such four week period notified the Owner of any works which the Council believes have not been carried out in accordance with the Approved Landscaping and Public Open Space Scheme to the Satisfaction of the Council.

1.9.2. The date when the Council notifies the Owner that the works required by the Approved Landscaping and Public Open Space Scheme to be carried out upon the Open Space and/or the Play Area have been completed to the Satisfaction of the Council.

1.10. **"The Reserved Matters Approval"** means the approval by the Council of:

1.10.1. matters reserved under the Application; and

1.10.2. any other planning application under the Act relating to the construction of the Dwellings.

2. PLANNING OBLIGATIONS

2.1. The Owner covenants with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

2.2. To provide the Open Space, the Play Area and the Play Equipment on the Land in accordance with, and as defined by the Council's policy, and in particular to comply with the Leisure and Community Facilities Chapter of the East Staffordshire Local Plan in relation to the provision of open spaces, play areas and play equipment (including modifications or amendments to it) as shall be the policy of the Council at the time of the Reserved Matters Approval relating to the Open Space, the Play Area and/or the Play Equipment.

2.3. Not to apply for Reserved Matters Approval relating to construction of the Dwellings (whether on the whole or any part of the Land) before applying for Reserved Matters Approval relating to the Open Space and the Play Area specifying the location of the Open Space, the Play Area and the Play Equipment and the provisions for its treatment, construction, completion, maintenance and other related matters at the discretion of the Head of Regulatory Services and in accordance with Paragraph 2.2 hereof.

2.4. Prior to the Commencement of the Development to deposit with the Council a sum of money or a bond to an amount and in a form to be determined by the Council, such amount of money or bond to be equal to (in the reasonable opinion of the Head of Regulatory Services) the cost of providing the Open Space, the Play Area and the Play Equipment.

2.5. To identify clearly the location of the Open Space, the Play Area and the Play Equipment on each of the following documents:

- 2.5.1. The marketing literature given to members of the public enquiring about any of the Dwellings.
 - 2.5.2. Any plan of the Land displayed in any sales office or estate agents office marketing any of the Dwellings.
 - 2.5.3. The literature or documentation submitted to a prospective purchaser of any of the Dwellings or his legal representative for the purpose of entering into a contract with a prospective purchaser.
- 2.6. To state in writing to any prospective purchaser of any of the Dwellings adjacent to an Open Space or Play Area, as the case might be, that it is adjacent to an open space or play area which is to be dedicated as such for use by the public.
 - 2.7. Before digging the foundations of any Dwelling which is to be erected adjacent to an Open Space, to delineate with pegs the boundary of the Open Space and the boundary of any Play Area and erect and thereafter maintain a sign clearly visible from the adjoining estate road identifying the area of land pegged off as Open Space or Play Area as the case might be.
 - 2.8. Before the occupation of any of the Dwellings immediately adjacent to or adjoining the Open Space or the Play Area, to carry out and complete the construction, laying out and grassing of the adjacent or adjoining Open Space or Play Area in accordance with the Approved Landscaping and Public Open Space Scheme to the Satisfaction of the Council.
 - 2.9. After the construction, laying out and grassing of the Open Space and/or the Play Area and as soon as the planting seasons permit, to plant in the Open Space and/or the Play Area shrubs and trees in accordance with the Approved Landscaping and Public Open Space Scheme.

- 2.10. In carrying out any landscaping works required under this deed to comply with the technical requirements of the Council contained in the Approved Landscaping and Public Open Space Scheme.
- 2.11. To maintain the Open Space and the Play Area (excluding the Play Equipment) until adoption by the Council for use by the general public as open space and during such period to replace any dead, diseased or dying plants and trees within the Open Space and/or the Play Area.
- 2.12. Within 14 days of completion of the works required by the Approved Landscaping and Public Open Space Scheme to be carried out upon the Open Space and/or the Play Area, to notify the Head of Regulatory Services in writing of the same in order that an inspection may be carried out.
- 2.13. To carry out any remedial work required to be carried out upon the Open Space and/or the Play Area which is notified to the Owner in writing by the Council, such remedial work to be completed as soon as practicable.
- 2.14. Within four weeks of the Practical Completion Date to pay to the Council (such payment to be sent to the Head of Resource and Financial Management of the Council) the Commuted Sum as a contribution towards the cost of the future upkeep and maintenance by the Council of the Open Space, the Play Area and the Play Equipment and to offer the Open Space, the Play Area and the Play Equipment to the Council for adoption.
- 2.15. Immediately prior to the commencement of installation of the Play Equipment, the Owner shall give written notice of such commencement to the Head of Regulatory Services.
- 2.16. The Owner shall install the Play Equipment in accordance with the manufacturer's instructions and the approved British Standard (if any) and to the Satisfaction of the Council before the occupation of any of the Dwellings immediately adjacent to or adjoining the Open Space or the Play Area.

- 2.17. When the Owner is of the opinion that the installation of the Play Equipment has been completed in accordance with Paragraph 2.15 hereof the Owner shall give written notice to the Head of Regulatory Services in order that an inspection may be carried out.
- 2.18. If in the opinion of the Head of Regulatory Services the Play Equipment is not satisfactory then the Owner shall within two weeks of receipt of a schedule of Additional Works carry out and complete such Additional Works.
- 2.19. When the Owner is of the opinion that the Additional Works are complete he shall give written notice to the Head of Regulatory Services in order that a further inspection may be carried out.
- 2.20. To permit the Head of Regulatory Services and those authorised by him access to the Land or any part thereof at all reasonable times, on reasonable notice and in compliance with the Owner's reasonable requirements, to maintain the Play Equipment after it has been adopted pursuant to Paragraph 3.1.3 hereof.

3. THE COUNCIL'S OBLIGATIONS

3.1. The Council hereby agrees that:

- 3.1.1. As soon as all of the Adoption Conditions have been satisfied the Council will maintain the Open Space and Play Area as public open space pursuant to the Open Spaces Act 1906 and will indemnify the Owner in respect of any claims, demands, losses, liabilities or expenses incurred by it in respect of the Open Space and Play Area.
- 3.1.2. As soon as is practical after receipt of the Owner's notice referred to in Paragraph 2.15 (but in any event within 1 month of receipt of such notice) the Head of Regulatory Services shall carry out an inspection to ensure that the Play Equipment is being installed in accordance with the Approved Landscaping and Public Open Space Scheme.

3.1.3. As soon as is practical after receipt of the Owner's notice or notices referred to in Paragraphs 2.17 and 2.19 the Head of Regulatory Services shall carry out an inspection and if he is satisfied with the Play Equipment then the Council shall immediately thereafter adopt and maintain the said Play Equipment.

4. TRANSFER

4.1. The Council and the Owner hereby agree pursuant to Section 123 of the Local Government Act 1972 and every other power enabling that the Owner will convey the Open Space and the Play Area by way of gift to the Council as soon as practicable after the Adoption Conditions have been satisfied and upon completion of the transfer the Owner shall pay to the Council its reasonable costs of and incidental to the transfer Provided that where title to the Open Space and Play area is registered:

4.1.1. the Owner shall furnish the Council, if required, with a copy of the subsisting entries in the register and of any filed plans and copies or abstracts of any documents or any part thereof noted on the register so far as they respectively affect the Open Space and Play Area (except charges or incumbrances registered or protected on the register which are to be discharged or overridden at or prior to completion); and

4.1.2. the Owner shall furnish the Council with such copies abstracts and evidence (if any) in respect of any subsisting rights and interests appurtenant to the registered land as to which the register is not conclusive, and of any matters excepted from the effect of registration as the Council would have been entitled if the Open Space and Play Area had not been registered.

4.2. It is agreed between the parties hereto that this Paragraph 4 is not made pursuant to Section 106 of the Town and Country Planning Act 1990 and is not a planning obligation.

SCHEDULE 4
Education Provisions

1. DEFINITION

“the Primary Education Sum” means £308,868 Index Linked relating to the provision of not more than 130 dwellings including 20 Affordable Housing Units.

“the Secondary Education Sum” means £336,655 Index linked relating to the provision of not more than 130 dwellings including 20 Affordable Housing Units

2. PLANNING OBLIGATIONS

2.1. The Owner covenants with the Council and as a separate covenant with the County with the intent that this is a planning obligation for the purposes of Section 106 of the Act not to commence the Development without having first:

2.1.1. paid the Primary Education Sum and the Secondary Education Sum to the County PROVIDED ALWAYS that the Primary Education Sum and the Secondary Education Sum shall be recalculated and increased by the County in accordance with the approved policies of the County in place at the date of this Deed in the event that the number of dwellings increase or the Affordable Housing Units are amended; and

2.1.2. notified the Council that such payment has been made.

3. THE COUNTY’S COVENANTS

3.1. The County covenants with the Owner and as separate covenants with the Council:

3.1.1. That the Primary Education Sum shall be used by the County solely for the provision of primary aged educational facilities within the vicinity of the Land.

- 3.1.2. That the Secondary Education Sum shall be used by the County solely for the provision of secondary aged educational facilities within the vicinity of the Land in accordance with Paragraph 3.2 of this Schedule.
- 3.2. Upon receipt of the Secondary Education Sum the County shall in consultation with John Taylor High School use reasonable endeavours to commission additional secondary school aged places above the 2013/2014 published admissions number at John Taylor High School. If in the absolute discretion of the County it is not possible to use all or part of the Secondary Education Sum to commission additional secondary school aged places above the 2013/2014 published admissions number at John Taylor High School the County shall use all of or that part of the Secondary Education Sum solely for the provision of secondary aged educational facilities within the vicinity of the Land.
- 3.3. In the event that any part of either the Primary Education Sum or the Secondary Education Sum has not been expended within 7 years of receipt of that sum then the County shall return the same to the Owner together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County to the date of its repayment to the Owner

SCHEDULE 5
TRAFFIC MITIGATION SCHEME

1. DEFINITIONS

- 1.1. **“Traffic Mitigation Scheme”** shall mean a scheme to mitigate the impact of the Development on the local highway network which it is agreed shall be either:
- A. an acceptable coach drop-off and car park on land to the rear of Station Road, Barton under Needwood adjacent to the John Taylor High School in the form shown in Planning Permission P/2011/01371 or such other scheme providing similar facilities as may be approved by the Council; or
 - B. a village design and traffic management scheme shown by way of illustration only on Plan Number 0128/25/04/12A which scheme shall achieve civility and network improvements in the village; or
 - C. such other scheme as shall be agreed in writing by the Highway Authority and Council.
- 1.2. **“Traffic Mitigation Scheme Sum”** shall mean the sum of £400,000 Index Linked from the date of execution of this deed.
- 1.3. **“The Highway Authority”** shall mean Staffordshire County Council.
- 1.4. **“The Council”** shall mean the East Staffordshire Borough Council.
- 1.5. **“The Development”** means the scheme of residential development at Efflinch Lane.
- 1.6. **“The commencement of development”** shall mean the start of works on the Efflinch Lane site including any activity involving construction of roads, paths, foundations, erection of site hut or any activity on the site.
- 1.7. **“The notification dates”** shall mean the date of the statement by the Owner of the decision to implement the drop-off Option A.
- 1.8. **“The Notification Statement”** shall mean the statement by the Owner to implement Option A. A valid notification statement shall include an operative and binding construction contract for the construction of the mitigation scheme.

2. PLANNING OBLIGATIONS

- 2.1. The Owner covenants with the Council and the County Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:
- 2.2. Prior to Commencement of the Development the Owner shall first deposit the Traffic Mitigation Scheme Sum with the Council.
- 2.3. The Council shall pay the Traffic Mitigation Scheme Sum to the Owner (or to such other body as the Owner may notify to the Council in writing) on production to the Council in the period of 18 months from the Commencement of Development of the Notification Statement for implementation of the Traffic Mitigation Scheme Option A.
- 2.4. If the Notification Statement has not been made within 18 months of the Commencement of Development or at the construction of the fiftieth house (whichever is the earlier) on the residential development scheme at Efflinch Lane then the Council shall pay to the Highway Authority the Traffic Mitigation Scheme Sum Index Linked and shall inform the Owner of the implementation of the alternative Traffic Mitigation Scheme Option B or C.

3. HIGHWAY AUTHORITY OBLIGATIONS

- 3.1. The Highway Authority will carry out the necessary consultations and implement either option B or C of the Traffic Mitigation Scheme
- 3.2. If any of the Traffic Mitigation Scheme Sum is not used for the purposes of Option B or within 5 years from receipt of the Traffic Mitigation Scheme Sum from the Council then the Highway Authority shall return the same to the Owner together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County to the date of its repayment.

TRAVEL PLAN

1. DEFINITIONS

- 1.1. "Travel Plan" shall mean the Travel Plan appended to this Agreement.
- 1.2. "Travel Plan Sum" means the sum of £ 6,324 Index Linked to be paid for the Monitoring and Review of the Travel Plan.
- 1.3. "Annual Performance Report" shall mean the annual reports to be submitted indicating how the Travel Plan has been performing and if appropriate the proposals and remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan.

2. PLANNING OBLIGATIONS

2.1. The Owner covenants with the Council and the County with the intent that these are planning obligations for the purposes of Section 106 of the Act:

- i. Not to commence any part of the Development until the Travel Plan Sum has been paid to the County and further, to notify the Council that such payment has been made within 14 days of such payment.
- ii. Not to commence any part of the Development until a suitably qualified travel plan co-ordinator with the responsibilities and duties set out in the Travel Plan has been appointed in accordance with the Travel Plan.
- iii. To implement the Travel Plan in accordance with the proposals, the targets, measures and programme of implementation set out within it.
- iv. To ensure that the Travel Plan Co-ordinator is identified to the County immediately following their nomination and that any changes in this nomination or responsibilities are notified to the County.

- v. To produce and submit to the County an Annual Performance Report, (which shall include, as appropriate, the remedies required as set out in the Travel Plan) for approval in writing in respect of all, or each part of, the Development in accordance with the Travel Plan. In the event that the Annual Performance Report is submitted, which does not in the opinion of the County achieve the objectives and or targets of the Travel Plan, to submit revised proposals and or remedies in accordance with the Travel Plan to the County for its approval in writing. This process shall be repeated as often as necessary until such revised proposals and or remedies to the Travel Plan are approved in writing by the County.
- vi. To implement the Travel Plan and any modifications arising from the Annual Performance Report approved by the County.
- vii. To submit a copy of any modified Travel Plans (following Annual Performance Report or otherwise), approved by the County, to the Council.
- viii. To meet with the County on request and within three weeks of the request being made.

3. THE COUNTY'S OBLIGATIONS

- 3.1. To undertake with the travel plan co-ordinator the on-going monitoring and review of the Travel Plan in accordance with the requirements therein
- 3.2. To provide support and advice to the travel plan co-ordinator in implementing the Travel Plan.
- 3.3. To use the Travel Plan Sum solely in connection with the Travel Plan.
- 3.4. To respond to the Owner's Annual Performance Reports within three weeks of receipt with either written approval, or in the event that the Annual Performance Report being unacceptable to the County the reasons (which shall be reasonable) to explain to the Owner why revised proposals and or remedies will need to be submitted for approval in

writing by the County for the approval of the Annual Performance Reports in accordance with the Travel Plan.

3.5. To advise the Council of instances where the Owner has not complied with the Travel Plan (following Annual Performance Reports or otherwise) in order for the Council to consider whether enforcement proceedings are necessary.

3.6. To submit a copy of any revisions to the measures and or remedies contained within the Travel Plan (following Annual Performance Report or otherwise), approved by the County, to the Council.

SCHEDULE 6
National Forest Provisions

1. DEFINITIONS

- 1.1. **"the Scheme"** shall mean a scheme for landscaping and planting trees (which shall be mainly a mix of trees which are native to Great Britain) in the Forest Area approved by the Council prior to the Reserved Matters Approval such approval not to be unreasonably withheld or delayed).
- 1.2. **"the Forest Area"** shall mean the sum of all areas of land within the Land or elsewhere that are to be the subject of the Scheme.
- 1.3. **"the Works"** shall mean all works required to implement and complete the landscaping and tree planting in accordance with the Scheme.

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

- 2.1. Not to Commence the Development without having first:
- 2.1.1. submitted to and obtained the approval of the Council to the Scheme provided that such approval shall not be unreasonably withheld or delayed; and
- 2.1.2. deposited with the Council a sum of money or a bond to an amount and in a form to be determined by the Council (acting reasonably) such amount of money and bond to be equal to (in the reasonable opinion of the Head of Regulatory Services) the cost of implementing and completing the Works.
- 2.2. Prior to the Occupation of the Development, to make arrangements for the future management and maintenance of the Forest Area (if any) and to obtain the approval of

the Head of Regulatory Services to such arrangements, such approval not to be unreasonably withheld or delayed.

2.3. Not to occupy the Development without having first completed the Works (if any) to the Satisfaction of the Council in accordance with the Scheme.

2.4. If applicable after completion of the Works, to maintain and manage thereafter the Forest Area in accordance with good woodland management and the arrangements approved by the Head of Regulatory Services to the Satisfaction of the Council.

3. AGREEMENT AND DECLARATION

The Owner and the Council further agree and declare pursuant to Section 106 of the Town and Country Planning Act 1990 that:

3.1. The Scheme shall show the tree planting and landscaping in detail on a plan at a scale of not less than 1:500 and include necessary lists of proposed works and other schedules of all landscaping and tree planting, fencing, walls, gates and all other necessary works required for the Scheme and shall be in compliance with the technical requirements of the Council contained in the East Staffordshire Local Plan (current at the date hereof).

3.2. The Scheme shall contain estimates of the length of time to be taken for the completion of the Works.

3.3. The Owner shall inform the Head of Regulatory Services in writing when it is considered that the Works have been completed. The Head of Regulatory Services will then inform the Owner in writing within two weeks whether or not the Works have been completed to the Satisfaction of the Council. If he does not inform the Owner within three weeks as aforesaid then the Owner shall be entitled to regard the Works as being completed to the Satisfaction of the Council. If the Head of Regulatory Services is not satisfied that the Works are completed he shall inform the Owner in writing what works are required to complete the Works and the Owner shall carry out such works.

- 3.4. If the Works are not completed within a reasonable time from their commencement, having regard to the time estimates within the Scheme, the planting seasons and weather conditions, the Council may enter the Land and complete the Works and the Council may utilise the sum of money deposited with the Council, or the Bond, towards the cost of completing the Works. If the money deposited with the Council, or the Bond, is insufficient to meet the costs incurred by the Council, then the Council will be entitled to call upon the Owner to pay, on demand, such outstanding monies to the Council together with interest until payment.
- 3.5. Upon completion of the Works to the Satisfaction of the Council, the Council shall release the balance of any monetary deposit or bond to the Owner.
- 3.6. If in the reasonable opinion of the Head of Regulatory Services the Forest Area has not been maintained or managed in accordance with the principles of good woodland management or the arrangements approved by the Head of Planning Services to the Satisfaction of the Council, then the Council may, in its discretion and after reasonable notice, enter upon the Land to undertake all works which it reasonably considers necessary and may recover the cost of so doing from the Owner together with interest (at the rate of 2% above the base rate of Bank of Scotland plc for the time being) until payment.

SCHEDULE 7
Surface Water Drainage

1. DEFINITIONS

1.1. "**The Adoption Conditions**" mean:

1.1.1. the completion of the Drainage Works to the Satisfaction of the Council; and

1.1.2. the SUDS Sum has been paid to the Council by the Owner pursuant to Paragraph 2.9.

1.2. "**Drainage Works**" means the works to the SUDS Area to be approved by the Council prior to the Reserved Matters Approval.

1.3. "**Substantial Completion**" means in the opinion of the Council that the Drainage Works perform the function for which they were intended and are complete except for minor items not affecting safety.

1.4. "**The SUDS Area**" means the surface water attenuation system area to be dedicated to the public measuring approximately 1870 square metres the location of which on the Land is generally indicated on Plan EL-SUDS-1 or such other system or arrangement as shall be approved by the Council prior to the Reserved Matters Approval

1.5. "**The SUDS Sum**" means £55,698 Index Linked.

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

2.1. Not to commence the Drainage Works until the Drainage Works have been designed by the Owner both to the specification and the Satisfaction of the Council and the

satisfaction of the Environment Agency and the Council's written approval obtained and at the Owner's expense and arrangements have been made for the construction, at the Owner's expense, of the Drainage Works to the specification, time scale and Satisfaction of the Council.

- 2.2. To obtain the written approval of the Council to the Contractor carrying out the Drainage Works before any work is carried out.
- 2.3. Not to commence the Drainage Works until the written consent of the Environment Agency has been obtained under Section 23 of the Land Drainage Act 1991 and a copy of such consent has been supplied to the Head of Planning Services.
- 2.4. To meet the costs of complying with all of the requirements of the Environment Agency.
- 2.5. To use reasonable endeavours to carry out the Drainage Works to Substantial Completion to the Satisfaction of the Council and the Environment Agency within 25 weeks of their commencement and in any event prior to Occupation of the Development
- 2.6. To give to the Council fourteen days prior notice of anticipated Substantial Completion of the Drainage Works.
- 2.7. To supply to the Head of Planning Services written evidence of the satisfaction of the Environment Agency to the completion of the Drainage Works prior to Occupation of the Development.
- 2.8. To indemnify and keep indemnified the Council against all losses and claims for injuries and damage to any person or property whatsoever which may arise out of, or in consequence of, the carrying out of the Drainage Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of them or in relation to them provided always that:

2.8.1. the Owner's liability to indemnify under this Paragraph shall be reduced proportionately to the extent that the act or neglect of the Council or its servants or agents may have contributed to the said loss, damage or injury.

2.8.2. the Owner shall not be liable to indemnify the Council for injuries or damages to person or property resulting from any act or neglect or breach of statutory duty done or omitted by the Council or its respective agents or servants.

2.9. Not to Commence the Development without paying to the Council the SUDS Sum towards the cost of the future upkeep and maintenance of the SUDS Area by the Council.

3. THE COUNCIL'S OBLIGATIONS

3.1. The Council hereby agrees that as soon as all of the Adoption Conditions have been satisfied the Council will adopt the SUDS Area.

4. TRANSFER

4.1. The Council and the Owner hereby agree pursuant to Section 123 of the Local Government Act 1972 and every other power enabling that the Owner will convey the SUDS Area by way of gift to the Council as soon as practicable after the Adoption Conditions have been satisfied and upon completion of the transfer the Owner shall pay to the Council its reasonable costs of and incidental to the transfer Provided that where title to the SUDS Area is registered:

4.1.1. the Owner shall furnish the Council, if required, with a copy of the subsisting entries in the register and of any filed plans and copies or abstracts of any documents or any part thereof noted on the register so far as they respectively affect the SUDS Area (except charges or incumbrances registered or protected on the register which are to be discharged or overridden at or prior to completion); and

4.1.2. the Owner shall furnish the Council with such copies abstracts and evidence (if any) in respect of any subsisting rights and interests appurtenant to the registered land as to which the register is not conclusive, and of any matters excepted from the effect of registration as the Council would have been entitled if the SUDS Area had not been registered.

4.2. It is agreed between the parties hereto that this Paragraph 4 is not made pursuant to Section 106 of the Town and Country Planning Act 1990 and is not a planning obligation.

SCHEDULE 8
WASTE COLLECTION CONTAINER PROVISION

1. DEFINITIONS

- 1.1. **"the Refuse & Recycling Containers"** means three external storage containers for refuse and recycling collection and reusable bag for recycling to be provided by the Council for each of the Dwellings in accordance with Council's specification contained in the Waste and Collection Guidance for New Developments (April 2012).
- 1.2. **"the Refuse & Recycling Storage Container Contribution"** means £65.00 per Dwelling Index Linked.

2. PLANNING OBLIGATIONS

- 2.1. The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:
- 2.2. Not to Commence the Development until the Refuse & Recycling Storage Container Contribution (as Index Linked) has been paid to the Council.

3. COUNCIL OBLIGATIONS

The Council covenants with the Owner as follows:-

- 3.1. To apply the Refuse & Recycling Storage Container Contribution towards the provision of the Refuse & Recycling Containers.
- 3.2. To provide each Dwelling with the required Refuse & Recycling Containers prior to the first Occupation of that Dwelling.

3.3. In the event that any part of the Refuse & Recycling Storage Container Contribution has not been expended within five years of receipt of that sum then the Council shall return the same to the Owner together with the interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the Council to the date of its repayment.

SCHEDULE 9
HOLLAND SPORTS CLUB

1. DEFINITION

The Holland Sports Club Contribution means £75,000

2. PLANNING OBLIGATION

The Owner covenants with the Council the intent that this is a planning obligation for the purposes of Section 106 of the Act not to commence the Development of the Residential Development without having first paid the Holland Sports Club Contribution to the Holland Sports Club

SCHEDULE 10
ALLOTMENTS LAND

1. DEFINITION

The Allotments Land means the land edged green on Plan Number EL1

2. OBLIGATION

- 2.1. The Council and the Owner hereby agree pursuant to Section 123 of the Local Government Act 1972 and every other power enabling that the Owner will offer to convey the Allotments Land by way of gift to the Parish Council as soon as practicable
- 2.2. The Owner shall furnish the Parish Council, if required, with a copy of the subsisting entries in the register and of any filed plans and copies or abstracts of any documents or any part thereof noted on the register so far as they respectively affect the Allotments (except charges or incumbrances registered or protected on the register which are to be discharged or overridden at or prior to completion); and
- 2.3. The Owner shall furnish the Parish Council with such copies abstracts and evidence (if any) in respect of any subsisting rights and interests appurtenant to the registered land as to which the register is not conclusive, and of any matters excepted from the effect of registration as the Council would have been entitled if the Allotments had not been registered.
- 2.4. It is agreed between the parties hereto that this Paragraph 2 is not made pursuant to Section 106 of the Town and Country Planning Act 1990 and is not a planning obligation.
- 2.5. If the Parish Council shall decline this proposed gift in writing or if having agreed to accept the same shall fail to complete the transfer of the Allotments Land within 2 years of the offer pursuant to Paragraph 2.1 then the Owner shall no longer be under any obligation to transfer the Allotment Land to the Parish

SCHEDULE 11
COMMON AMENITY AREA MANAGEMENT SCHEME

1. DEFINITIONS

- 1.1. **“the Common Amenity Area”** means any area within the area edged red on Plan Number EL1 or edged blue on Plan Number EL2 approved by the Council for this purpose prior to the Reserved Matters Approval which area shall include amenity grassland and wet meadow habitat and a link towards the Barton Marina complex on the footing the positions thereof may be varied from time to time at the discretion of the Owner subject to the approval of the Council such approval not to be unreasonably withheld.

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:

- 2.1. Not to carry out any development (within the meaning of Section 55 of the Act) on the Common Amenity Area other than for the purposes of exercising unrestricted rights of access to land to the north and to use such land only as open amenity space in accordance with the Planning Permission and for the purposes of such access unless planning permission is granted for another use or activity
- 2.2. Not to build or place any buildings structures or erections in, on, over or under the Common Amenity Area whether temporary or otherwise without planning permission.
- 2.3. Not to allow occupation of any of the Dwellings until a Common Amenity Area Management Scheme is approved by the Head of Regulatory Services and implemented by the Owner to provide for ongoing maintenance of the Common Amenity Area for the lifetime of the Development in accordance with the timescales set out herein and for the avoidance of doubt this liability shall remain with the Owner.

SIGNED and delivered as a deed by)
PAUL RONALD STRUDWICK in the)
presence of:)

Witness signature

name
address

occupation

SIGNED AND DELIVERED as)
deed by **MARGARET ANNE STRUDWICK**)
in the presence of:)

Witness: signature

name
address

occupation

SIGNED AND DELIVERED as a)
deed by **GEOFFREY THOMAS MYCOCK**)
in the presence of:)

Witness signature

name
address

occupation

SIGNED AND DELIVERED as a deed)
by **ANTHONY HIGGOTT**)
in the presence of:)

Witness: signature

name
address

occupation

SIGNED AND DELIVERED as a deed)
by **DAVID JOHN HIGGOTT**)
in the presence of:)

Witness: signature

name
address

occupation

SIGNED AND DELIVERED as a deed)
by **RITA MARGARET HANDFORD**)
in the presence of:)

Witness: signature

name
address

occupation

SIGNED AND DELIVERED as a deed)
by **DAVID JOHN HOULT**)
in the presence of:)

Witness: signature

name
address

occupation

SIGNED AND DELIVERED as a deed)
by **ALAN JOHN HOULT**)
in the presence of:)

Witness: signature

name
address

occupation

SIGNED AND DELIVERED as a deed)
by DIANNE MARY HOULT)
in the presence of:)

Witness: signature

name
address

occupation

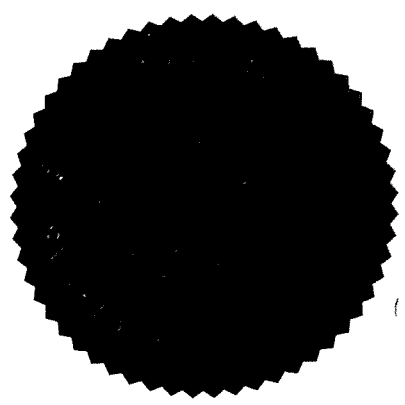
SIGNED AND DELIVERED as a deed)
by KATHRYN JANET STRIDE)
in the presence of:)

Witness: signature

name
address

occupation

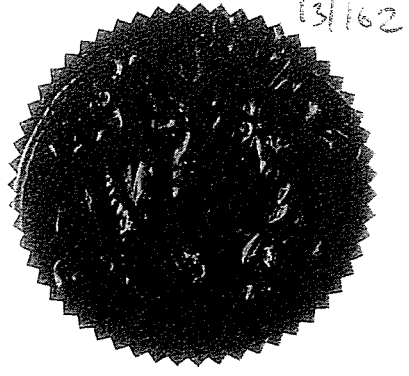
THE COMMON SEAL of EAST)
STAFFORDSHIRE BOROUGH)
COUNCIL was affixed to this)
deed in the presence of:)



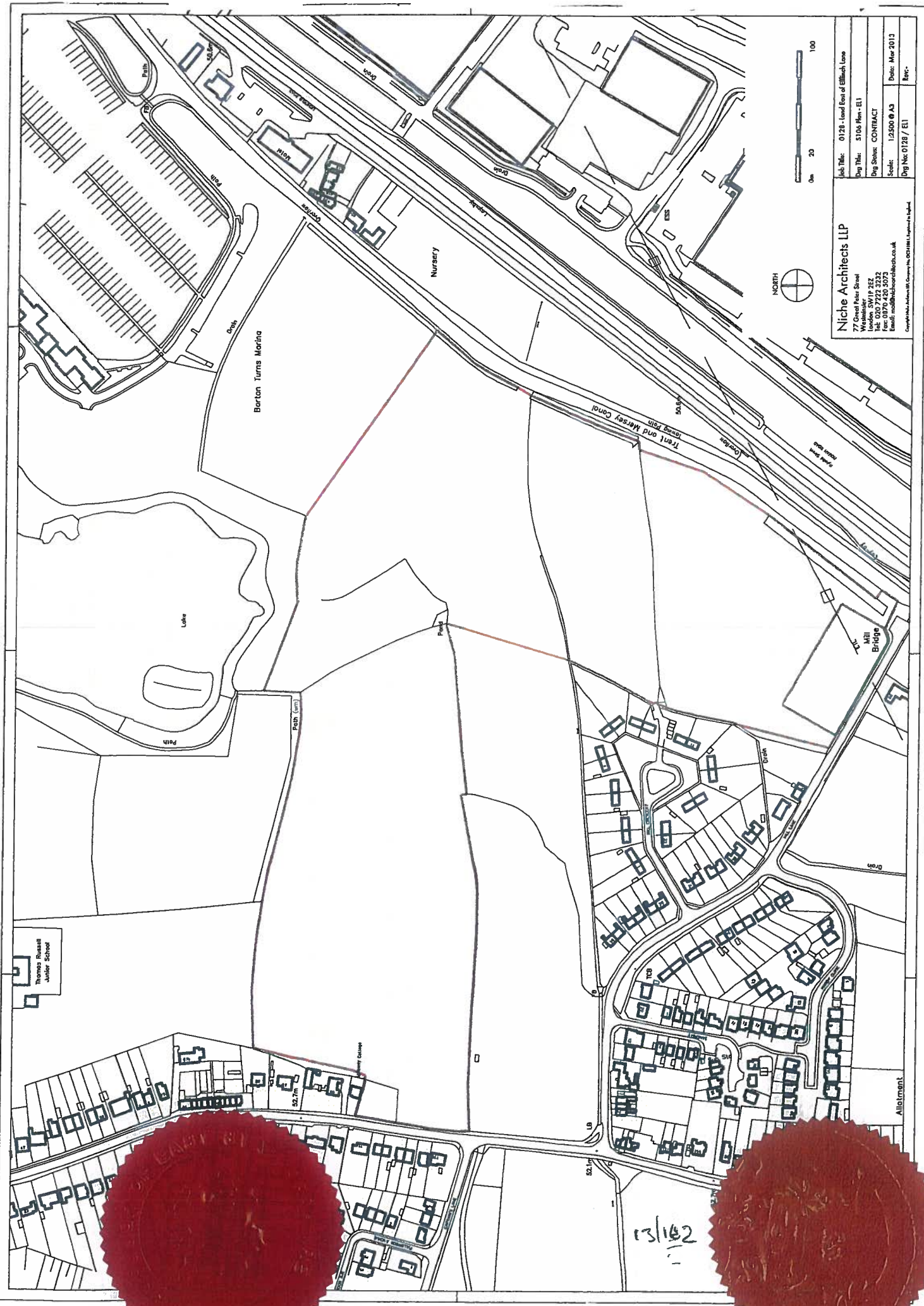
Authorised Signatory

(5597)

THE COMMON SEAL of)
STAFFORDSHIRE COUNTY)
COUNCIL was affixed to this)
deed in the presence of:)



Authorised Signatory



Niche Architects LLP 77 Great Peter Street Westminster London WC2A 3JF Tel: 020 7717 2123 Fax: 0170 420 3073 Email: nicheltd@nichearchitects.co.uk Company No: 02069818 VAT No: 900188146		Job Title: 0120 - Land East of Ellimach Lane Proj Title: 5100 Plan - E1 Proj Status: CONTRACT Scale: 1:2500 @ A3 Date: Mar '10 Rev:
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15597

13/102
11

Authorised Signatory

Comments:

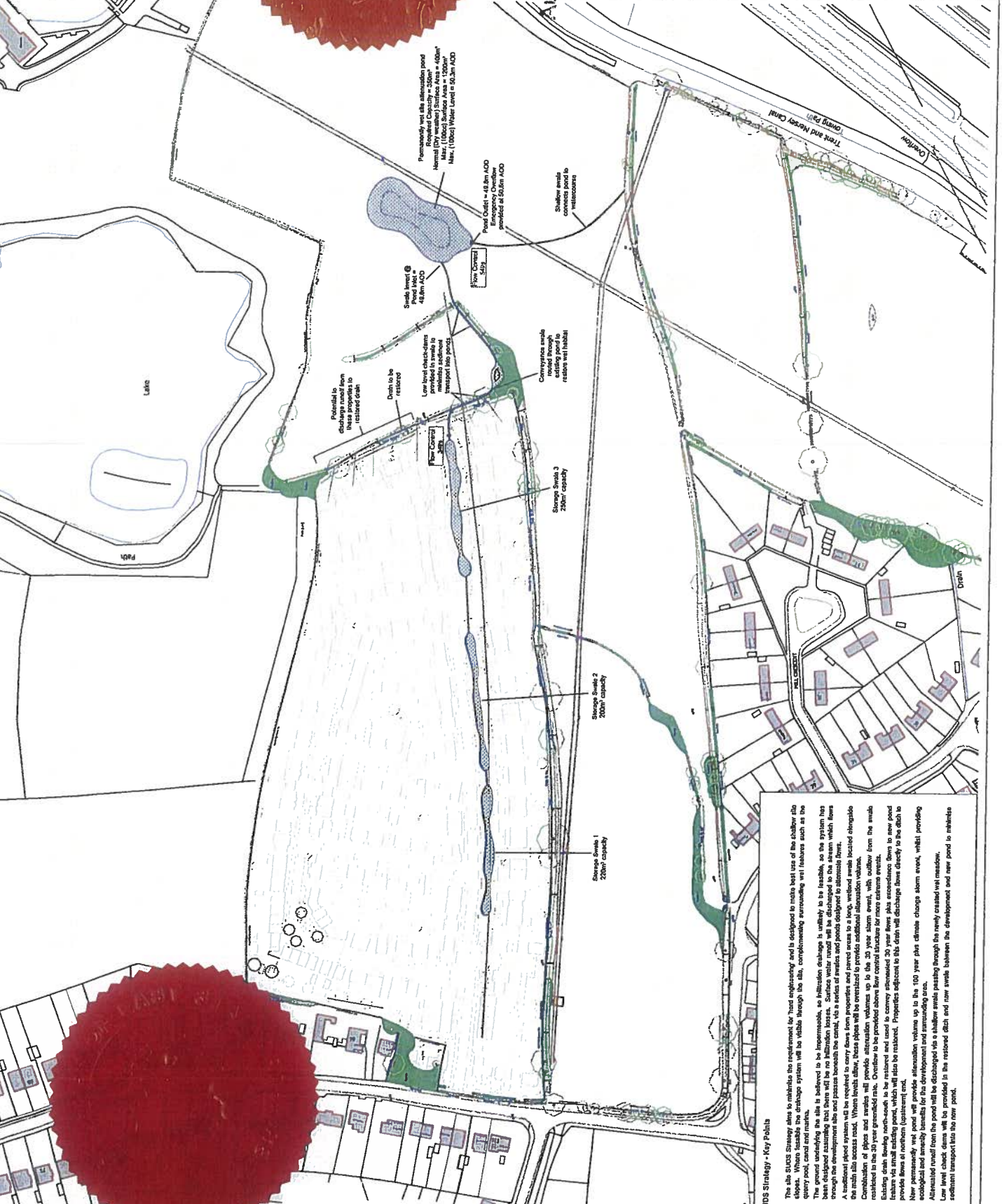
1. All dimensions shown are in inches unless otherwise stated and levels in meters to Ordnance Datum.
2. All elevations are in meters above sea level.
3. Any discrepancies noted on site to be resolved on site.
4. All works in watercourses will be carried out with care to minimize the risk of pollution and to comply with the River Pollution Prevention Guidelines.
5. All works in watercourses will be carried out with care to minimize the risk of pollution and to comply with the River Pollution Prevention Guidelines.
6. All works in watercourses will be carried out with care to minimize the risk of pollution and to comply with the River Pollution Prevention Guidelines.

The drainage is to be used for strategy out.

13/162
13/162



Plan EL-SUBS-1



SUDS Strategy - Key Points

- The site SUDS Strategy aims to minimize the treatment for hard water runoff and is designed to reduce the use of the shallow site areas. Where feasible the drainage system will be visible through the site, complementing surrounding wet features such as the quarry pond, canal and marsh.
- The ground underlying the site is believed to be impermeable, so infiltration drainage is unlikely to be feasible, so the system has been designed assuming that there will be no infiltration losses. Surface water runoff will be discharged to the stream which flows over the existing bed level to the quarry pond.
- A traditional open channel system will be used for the main drainage system. This will provide a low velocity flow and will be used to transport storm water to the quarry pond. Where feasible, the main drainage system will be designed to provide a low velocity flow and will be used to transport storm water to the quarry pond.
- Combination of pipes and swales will provide attenuation volume up to the 30 year return period flow. Attenuation volume will be provided from the swale and from the quarry pond. Swales will be provided above flow control structures for major drainage flows.
- Existing drain flowing north-west will be restored and used to convey sub-surface water from the quarry pond to the quarry pond. Swales will be provided to collect water from the quarry pond and convey it to the quarry pond. Swales will be provided to collect water from the quarry pond and convey it to the quarry pond.
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Client: **Howard Sharp & Partners**
 Location: **Barton Park**
 Project: **FRA & Drainage Strategy**
 Proposed **SUDS** layout

Rev.	Changes	Date	By	Appr.
A				

Scale: **1:1000 @ A1**

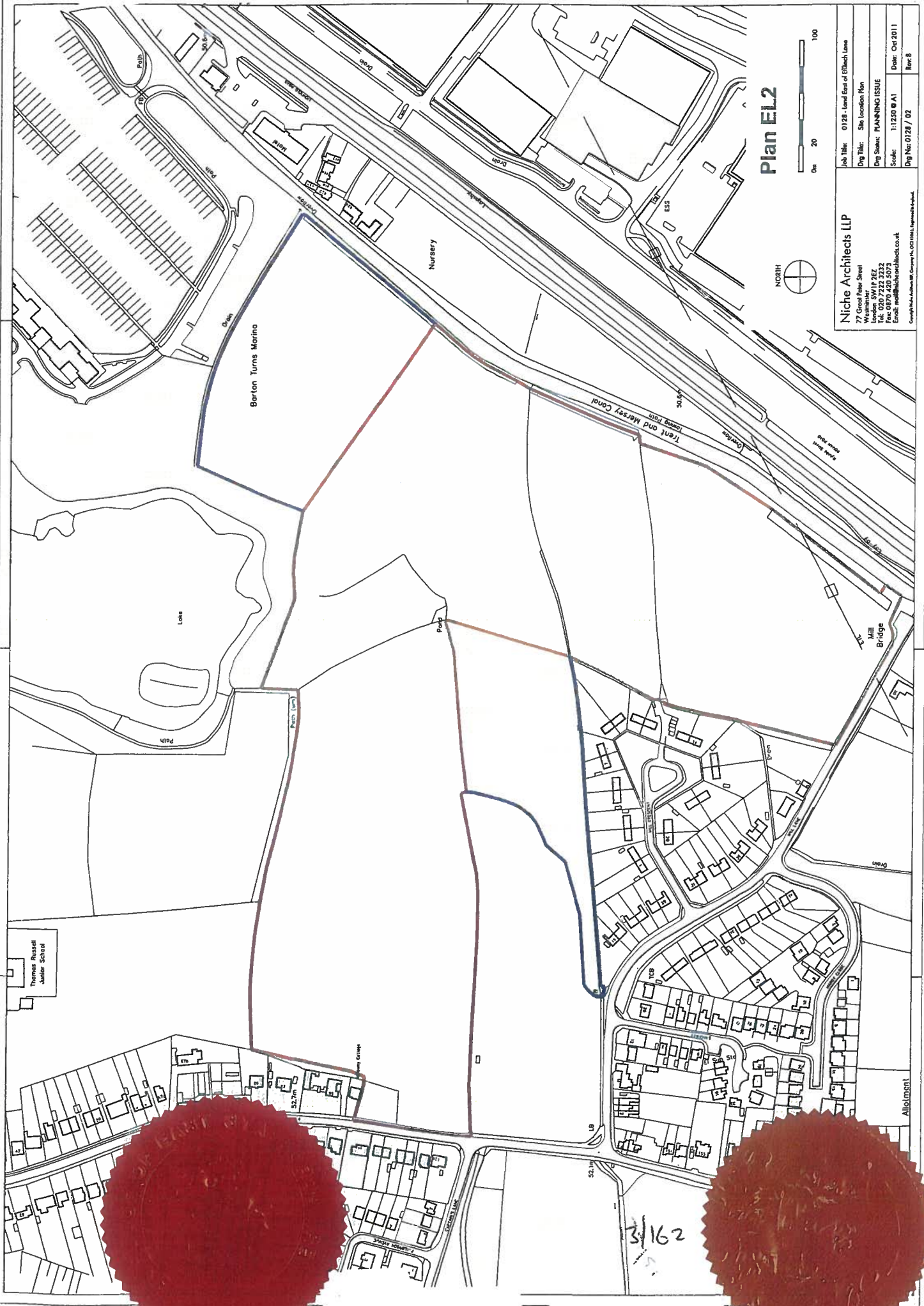
Digital File Name: **2010M4498-003 - Drainage Layout**

Drawing Number: **2010M4498-003**

Sheet No.: **A**

Rev.: **1** of **1**

Scale: **PS/M/L**



Plan EL2



Job Title:	0128 - Land East of Ellbank Lane
Dwg Title:	Site Location Plan
Dwg Status:	PLANNING ISSUE
Scale:	1:1250 @ A1
Dwg No:	0128 / 02
Date:	Oct 2011
Rev:	8

Niche Architects LLP
 77 Great Peter Street
 London SW1P 3EZ
 Tel: 020 722 2322
 Fax: 020 722 2323
 Email: info@nichearchitects.co.uk
 Company No: 01280000 Company No: 05110181 Registered in England

Thomas Russell Junior School

Barton Turns Marina

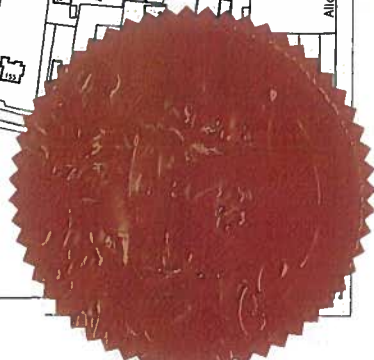
Nursery

Lake

Trent and Mersey Canal

Mill Bridge

Allotment



15597

3/162

Authorised Signatory

**TOWN AND COUNTRY PLANNING ACT 1990
OUTLINE PERMISSION FOR DEVELOPMENT**

**This development is subject to an agreement under Section 106
of the Town and Country Planning Act 1990**

Date valid application received: 28/11/2011

Application No: P/2011/01359

Name and address of Agent
Howard Sharp & Partners LLP
79 Great Peter Street
Westminster
London
SW1P 2EZ

Name and address of Applicant
Barton Consortium Ltd
79 Great Peter Street
Westminster
London
SW1P 2EZ

EAST STAFFORDSHIRE BOROUGH COUNCIL in pursuance of powers under the above mentioned Act hereby **PERMITS**:

-----**DRAFT**-----

Outline application to develop land by the erection of up to 130 dwellings with associated open space, comprising parkland, re-contouring, open water and allotments, with all matters reserved (amended plans and information received 17th October 2012)

Land to the east of Efflinch Lane and north of Mill Lane, Barton under Needwood, Staffordshire

in accordance with the submitted documents and plans and subject to the condition(s) specified hereunder:

1	<p>Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.</p> <p>Reason: To conform with Section 92 (2) of the Town and Country Planning Act 1990.</p>
2	<p>No development shall take place until plans and particulars of the layout, scale (notwithstanding the submitted scale parameters) and appearance of the buildings to be erected, and the landscaping of the site (to include replacement and reinforced hedgerows) (hereinafter called "the reserved matters") have been submitted to and approved in writing by the Local Planning Authority, and the development shall be carried out in accordance with those details that have been approved in writing by the Local Planning Authority.</p> <p>Reason: The application is in outline only and the Local Planning Authority wishes to ensure that these details which have not yet been submitted are appropriate for the locality.</p>
3	<p>The development hereby permitted shall be begun before the expiration of two years from the date of the approval of the last reserved matter(s) to be approved.</p> <p>Reason: To conform with Section 92(2) of the Town and Country Planning Act 1990 as amended by section 51 of the Planning and Compulsory Purchase Act 2004.</p>

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4	<p>The development hereby permitted shall be carried out substantially in accordance with the following approved plans subject to compliance with other conditions of this permission:</p> <p>Drawing No.s:</p> <p>0128/01 Rev. G - Indicative Layout - Dated as Received 17th October 2012 0128/02 Rev. B - Red Line Location Plan - Dated as Received 17th October 2012 SK101209 Rev. C - Vehicular Access Points - Dated as Received 17th October 2012</p> <p>Reason: For the avoidance of doubt to ensure the development will not adversely affect the appearance of the locality, the amenities of neighbouring properties, or the safe and efficient use of the adjoining highway in accordance with Staffordshire Structure Plan Saved Policies NC1, D1, D2, D4, D8, NC19, H4, H11, T1A, T4, T5, T13 and T18A, East Staffordshire Local Plan Saved Policies NE1, BE1, T1, T2, T6, T7 and IMR2, the National Planning Policy Framework (particularly Paragraph 17, and Sections 6, 7, 10 and 11), and the East Staffordshire Design Guide.</p>
5	<p>The development hereby permitted shall be completed substantially in accordance with the Development Framework (V.6) Dated as Received 17th October 2012.</p> <p>Reason: To safeguard the character and appearance of the development and its surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
6	<p>No development shall take place until samples and details of all materials to be used externally have been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out using the agreed materials.</p> <p>Reason: To safeguard the character and appearance of the buildings and its surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
7	<p>No development shall take place until a scheme for the disposal of foul and surface waters has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include infiltration tests, and details ensuring that surface water run off is limited to 5l/s/ha, compensatory flood storage of 3,725m³ is provided, there is no development in the floodplain, and details of the ongoing management of the surface water drainage system. The development shall only be carried out in accordance with the approved details prior to the first occupation of any of the dwellings hereby permitted.</p> <p>Reason: To ensure adequate drainage facilities are provided to serve the development to reduce the risk of creating or exacerbating a flooding problem and to minimise the risk of pollution as recommended by Severn Trent Water Limited, and the Environment Agency in accordance with the National Planning Policy Framework (particularly Section 10).</p>
8	<p>No development shall take place, and no site works related to the development hereby approved shall be carried out until, details of all slab levels and any regrading proposed to the site have been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.</p> <p>Reason: To ensure that the development does not adversely affect the amenities of adjoining properties and the character or appearance of the area in accordance with East Staffordshire Local</p>

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	Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).
9	<p>No development shall take place until details of all external lighting has been submitted to and approved in writing by the Local Planning Authority. The approved details of lighting shall be installed prior to the first occupation of any of the dwellings hereby granted permission.</p> <p>Reason: To safeguard the character and appearance of the development and its surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
10	<p>No development shall take place until details of the play area shall be submitted to and approved in writing by the Local Planning Authority. The play area shall be implemented in full in accordance with the approved scheme before the first occupation of the dwellings, unless agreed otherwise in writing by the Local Planning Authority and shall not thereafter be used for any purpose other than as a play area.</p> <p>Reason: To ensure that adequate play areas are available at all times from the date of occupation in the interests of providing reasonable amenities for future residents and in accordance with East Staffordshire Local Plan Saved Policy BE1.</p>
11	<p>No development shall take place until details of fencing and walling have been submitted to and approved in writing by the Local Planning Authority, the fencing and walling shall thereafter be completed prior to the first occupation of the dwelling, or area of open space to which it relates.</p> <p>Reason: To safeguard the visual amenities of the area and the amenities of occupiers of adjoining properties in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, and the National Planning Policy Framework (particularly Paragraph 17).</p>
12	<p>No development shall take place until breeding, and wintering bird surveys have been submitted to and approved in writing by the Local Planning Authority, alongside details of biodiversity enhancement measures to include roosting and nesting facilities for bats and birds. The approved scheme of biodiversity enhancement and any mitigation measures required by the breeding and wintering bird survey shall be completed prior to the first occupation of any of the dwellings hereby permitted and retained as such for the life of the development.</p> <p>Reason: To safeguard the protected species identified on the site in accordance with the National Planning Policy Framework (particularly Paragraph 17 and Section 11).</p>
13	<p>No development shall take place until a scheme for the long-term management of the open space and planting within the public realm shall be submitted to and approved in writing by the Local Planning Authority. The open space shall thereafter be completed in accordance with the approved management scheme for the life of the development.</p> <p>Reason: To ensure that an approved open space is managed in an acceptable manner in the interests of the visual amenities of the locality, and to ensure that public access is maintained in accordance with East Staffordshire Local Plan Saved Policy BE1 and the East Staffordshire Design Guide.</p>
14	No development shall take place until a written scheme of investigation securing the implementation of a programme of archaeological work has been submitted to and approved in

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	<p>writing by the Local Planning Authority. The programme of work shall be implemented in accordance with the approved details.</p> <p>Reason: To ensure that no development takes place which may adversely affect any items of archaeological interest without adequate prior investigation in accordance with the National Planning Policy Framework (particularly Section 12).</p>
15	<p>No development shall take place until a Noise Impact Assessment has been submitted to and approved in writing by the Local Planning Authority which shall include details of any noise mitigation measures required. The development shall only be implemented in accordance with the approved mitigation measures and maintained as such for the life of the development.</p> <p>Reason: In the interests of the amenity of the future occupiers of the dwelling(s) in accordance with East Staffordshire Local Plan Saved Policy BE1 and the National Planning Policy Framework (particularly Section 11 and Paragraph 17).</p>
16	<p>No development shall take place until details of a scheme for the suppression of dust during construction has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be completed in accordance with the approved details.</p> <p>Reason: To protect the amenities of the occupiers of neighbouring properties in accordance with East Staffordshire Local Plan Saved Policy BE1.</p>
17	<p>No development shall take place until a Construction Management Plan including details of routing of construction vehicles, wheel washing facilities, measures to remove any mud or deleterious material deposited on the highway, and a timetable for implementation shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter only be carried out completed in accordance with the approved details.</p> <p>Reason: In the interests of highway safety, and the amenities of the occupiers of neighbouring properties in accordance with East Staffordshire Local Plan Saved Policies BE1 and T1, and the National Planning Policy Framework (particularly Paragraph 17).</p>
18	<p>No development shall take place until details of energy saving measures, techniques and targets shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be installed prior to the first occupation of the dwellings to which they relate hereby permitted, and retained as such for the life of the development.</p> <p>Reason: To ensure the site is sustainably developed in accordance with the National Planning Policy Framework.</p>
19	<p>Prior to the first occupation of any of the dwellings, or the first use of the allotments the access and associated visibility splays relating to the relevant part of the development shall be provided in a bound material in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority, and thereafter shall be made available at all times for their designated purposes.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety, and to ensure porous materials are used where appropriate to reduce the risk of flooding in accordance with East Staffordshire Local Plan Saved Policy T1 and the National Planning Policy Framework (particularly Section 10).</p>

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20	<p>All existing trees and hedges shown as being retained on the plans hereby approved shall be protected by 1m high chestnut fencing (set at least 2m away from the protected trees or hedges). Such fencing shall be erected before development commences and shall be retained at all times whilst construction work is taking place.</p> <p>Reason: To ensure that adequate measures are taken to preserve trees and hedges and their root systems whilst construction work is progressing on site in accordance with Staffordshire Structure Plan Saved Policy NC13.</p>
21	<p>If during the course of development, contamination not previously identified is found to be present on the site, then no further development (unless otherwise first agreed in writing with the Local Planning Authority) shall be carried out until a method statement detailing how and when the contamination is to be dealt with has been submitted to and approved in writing by the Local Planning Authority. The contamination shall then be dealt with in accordance with the approved details.</p> <p>Reason: In order to safeguard human health and the water environment and identify potential contamination on-site and the potential for off-site migration in accordance with Paragraphs 120 and 121 of the National Planning Policy Framework.</p>
22	<p>Any soil to be imported to the site shall first be chemically analysed for contaminants, with the results submitted to and approved in writing by the Local Planning Authority prior to the soil being installed. Only soil that has been approved in writing by the Local Planning Authority shall be imported to the site.</p> <p>Reason: In order to safeguard human health and the water environment and to ensure that no potentially contaminated land is imported onto the site in accordance with Paragraphs 120 and 121 of the National Planning Policy Framework.</p>
23	<p>The development hereby approved shall only be carried out in accordance with the recommendations of the approved Flood Risk Assessment (FRA) Barton Park Development dated Nov 2011 and the following mitigation measures: -</p> <ol style="list-style-type: none"> 1) Surface water run-off generated by the critical storm so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off site. Greenfield equivalent 41.85l/s for 8.4ha site. 2) Provision of compensatory flood storage to provide 3,725m³ in floodplain storage capacity. 3) Finished floor levels to be set no lower than 51.6m AOD. <p>Reason: As recommended by the Environment Agency to minimise flood risk in accordance with the National Planning Policy Framework (particularly Section 10).</p>
24	<p>All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of any of the dwellings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.</p> <p>Reason: To ensure that an approved landscaping scheme is implemented in a speedy and diligent way and that initial plant losses are overcome in the interests of the visual amenities of the locality</p>

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in accordance with East Staffordshire Local Plan Saved Policy BE1 and the East Staffordshire Design Guide.

Informatives(s)

1	<p>The applicant is advised that construction shall not be carried out outside the hours of: -</p> <p>Mon-Fri: 07:30 - 18:00 Sat: 08:00 - 14:00 Sun/Bank Hol: No Working</p>
2	<p>The conditions identified below require details to be approved before commencement of the development/works.</p> <p>Condition No's 4-18</p> <p>This means that a lawful commencement of the approved development/works cannot be made until the particular requirements of the 'No development shall take place until' conditions have been met.</p> <p>As from 6th April 2008 requests for confirmation of compliance with planning conditions requires a payment of a fee to the Local Planning Authority. The fee chargeable by the authority is £97 per request. The fee must be paid when the request is made. Any number of conditions can be included for each request.</p> <p>Payment can be made by cheque or card only. If you wish to pay by credit or debit card (1.6% administration charge for credit cards) please telephone 01283 508606.</p> <p>Although we will endeavour to discharge all conditions within 21 days of receipt of your written request, legislation allows the Local Planning Authority a period of 8 weeks, and therefore this timescale should be borne in mind when programming development.</p>
3	<p>The applicant is advised to contact the Local Planning Authority prior to the submission of reserved matters in order to discuss matters in relation to layout and design.</p>
4	<p>The applicant is advised to note and act upon as necessary the comments of the Police Architectural Liaison Officer.</p>
5	<p>The applicant is advised to discuss details of road construction, drainage and lighting details with Staffordshire County Council Highways.</p>
6	<p>The applicant is advised to note and act upon as necessary the comments of Staffordshire Wildlife Trust in relation to biodiversity enhancement features.</p>
7	<p>The applicant is advised to contact the Canals and Rivers Trust on 01827 252000 to ensure that necessary consents for works near to the canal are obtained.</p>
8	<p>The applicant is advised to note and act upon as necessary the comments of the National Grid.</p>
9	<p>The applicant is advised to note and act upon as necessary the comments of the Environment Agency.</p>

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10	The applicant is advised to note and act upon as necessary the comments of the Environment Agency.
11	During the course of consideration of this proposal the Local Planning Authority has negotiated with the applicant to ensure the development complies with relevant development plan policies and material planning considerations including the National Planning Policy Framework. It is therefore considered that the Local Planning Authority has worked proactively with the applicant to secure a development that improves the economic, social and environmental conditions of the area in accordance with the requirements of Paragraphs 186 and 187 of the National Planning Policy Framework.
12	<p>The decision to grant permission has been taken having regard to the policies and proposals in the Development Plan and to all relevant material considerations, and for the following reason:</p> <p>The principle of residential development in this locality is acceptable in accordance with the National Planning Policy Framework (in particular Section 6). The proposal will not detrimentally affect the character or appearance of its surroundings, will not have a detrimental effect upon the amenities enjoyed by the occupiers of nearby dwellings and will not prejudice the safe or efficient use of the highway network. The proposal raises no issues in relation to flood risk or ecology. The proposal therefore accords with Staffordshire Structure Plan Saved Policies NC1, D1, D2, D4, D8, NC19, H4, H11, T1A, T4, T5, T13 and T18A, East Staffordshire Local Plan Saved Policies NE1, BE1, T1, T2, T6, T7 and IMR2, the National Planning Policy Framework (particularly Paragraph 17, and Sections 6, 7, 10 and 11), and the East Staffordshire Design Guide.</p>

This consent is given in pursuance of the relevant Planning Legislation and does not entitle you to do anything for which the consent of some other landowner, person, public authority, or department of the Council is required.

Dated 29 April 2013

Signed

Philip Somerfield B.A. Dip T.P., D.M.S. M.R.T.P.I
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Efflinch Lane Residential
Development, Barton under Needwood

Travel Plan

Report



Efflinch Lane Residential Development, Barton under Needwood

Travel Plan

Report

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Efflinch Lane Residential Development, Barton under Needwood

Travel Plan

Report

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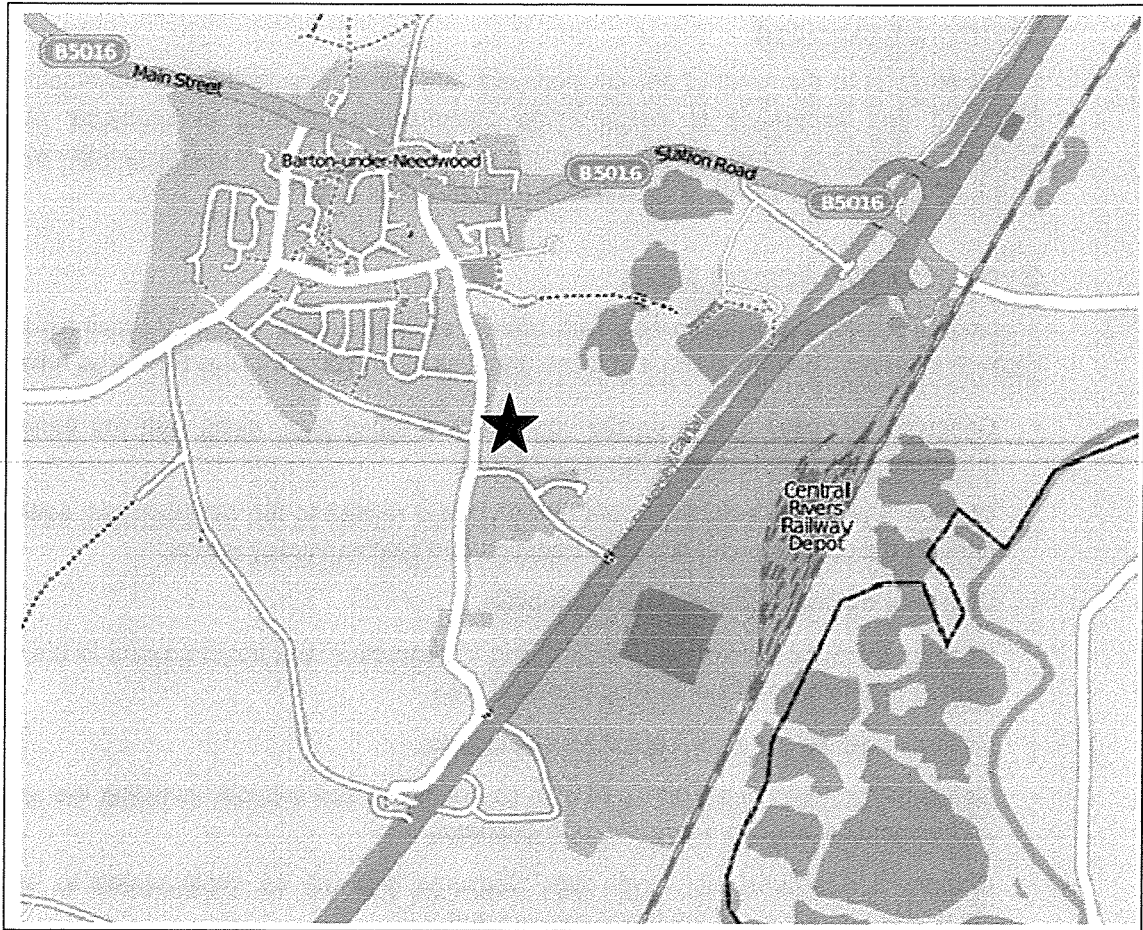
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1 Introduction

Background

- 1.1 JMP Consultants Ltd (JMP) has been commissioned by Barton Consortium Limited to produce a Residential Travel Plan (RTP) for the proposed residential development of 130 dwellings at Efflinch Lane, Barton under Needwood, Staffordshire (the 'Site').
- 1.2 Barton under Needwood is situated between Burton upon Trent and Lichfield. The village is linked north and south by the A38, with regular bus services to Burton upon Trent and Lichfield.

Figure 1.1 Site Location



OpenStreetMap contributors, CC-BY-SA

- 1.3 It is expected that the development will comprise a mixture of housing with 15% of the properties being affordable. The expected residential quantum of development is given in Table 1.1 below.

Table 1.1 Development at Efflinch Lane

Housing Type	2 bed	3 Bed	4 Bed	5 Bed	Total
%	18%	36%	34%	12%	100%
Number	23	47	44	16	130
Car spaces	46	94	132	48	320

- 1.4 Using local standards, the **MAXIMUM** number of car parking spaces for this site is **320** spaces. However given this site's commitment to sustainable travel, we are proposing to include just **250** spaces, which is more than a 10% reduction on the maximum total. The package of measures provided by the RTP will act to reduce the need for widespread car ownership and increase the use of sustainable travel modes as an alternative. The emphasis throughout the development will be on minimising car parking per dwelling.
- 1.5 In order to encourage the use of electric vehicles it is proposed to provide each dwelling with an off street parking place with a purpose made electric vehicle recharging point. This will encourage residents to use electric vehicles and this will assist in improving local air quality and improve the development's carbon footprint.

Vision Statement

- 1.6 Sustainability is at the heart of our development. We aim to ensure that our development is fully integrated and accessible to neighbouring communities resulting in seamless connectivity. Enabling residents to utilise sustainable modes of transport, as well as providing them with facilities to reduce their need to travel, is central to our development proposals.

Scope of the Travel Plan

- 1.7 Scoping discussions have been held with officers at Staffordshire County Council (SCC) and the Highways Agency (HA). As a result of these discussions, the scope of this RTP is as follows:-
- Chapter 2 provides details on the concept of a travel plan, along with the benefits to the individual, the community and the environment;
 - Chapter 3 provides a review of the policy context related to the development; setting out the relevant national, regional and local transport and planning policy issues;
 - Chapter 4 details the development proposals;
 - Chapter 5 provides a review of the existing infrastructure and travel options to the site, along with an examination of the existing transport links;
 - Chapter 6 details the aims, objectives and targets;
 - Chapter 7 provides detail on travel plan co-ordination and support, including the appointment and responsibilities of a Travel Plan Co-ordinator;
 - Chapter 8 describes the travel plan measures that will be implemented to ensure that objectives and targets of the travel plan are met;
 - Chapter 9 provides detail on the monitoring and review mechanisms;
 - Chapter 10 sets out an action plan with accompanying timescales to implement; and
 - Chapter 11 provides a summary of the travel plan.

2 What is a Travel Plan?

Background

- 2.1 It is important to highlight that travel plans are designed to encourage the use of a mix of different modes of transport when undertaking everyday journeys. A travel plan is not about everyone leaving the car at home, or the sudden shift of large numbers of people from the car to bus. For each individual, there may be different options regarding modal shift, with some taking the bus, some car sharing, some walking and cycling and some deciding not to travel in the first place. The overarching objective of a travel plan is to ensure that all these options are available, attractive and well advertised.
- 2.2 In essence a travel plan is an evolving management strategy for a site, which is constantly monitored, reviewed and revised where necessary. It should incorporate a set of measures and targets that are tailored to the needs of the site, whilst minimising the impact of travel and transport. Such measures should primarily encourage the use of public transport, walking, cycling and car sharing.
- 2.3 A travel plan is based on the idea of "win-win" scenarios and the ability of employees, residents and businesses to realise the many advantages of changing the way they travel. These advantages could include:

Benefits to the Individual

- A wider choice of travel options;
- A healthier lifestyle for those who walk and/or cycle and a healthier workforce;
- More time to spend on social, leisure and family activities;
- Less time spent in traffic jams and in queues waiting to get into and out of car parks;
- Time savings arising from not needing to search for a car parking space; and
- Financial savings.

Benefits to the Community

- Improved air quality;
- Reduced traffic levels; and
- Improved pedestrian and cycle facilities.

Benefits to the Environment

- Reduced carbon footprint; and
- Improved air quality.

- 2.4 A travel plan will contain a number of measures, both to positively influence (soft measures) and to dissuade defined travel behaviour (hard measures). Soft measures may consist of improved public transport services (in price, frequency, direct routes, cleanliness, safety, security and reliability); a range of incentives to encourage cycling (bicycle loans and grants, showers and lockers, and convenient parking); and car sharing incentives (database matching, priority car parking spaces and financial rewards).

2.5 On the other hand, hard measures may consist of parking restrictions and car parking charges. Every site is unique and requires its own mixture of site specific “soft” and “hard” measures.

3 Policy Context

Background

- 3.1 This section reviews relevant transport and land use planning policies to the Efflinch Lane Residential Development. The current agenda for providing transport access is moving away from one of providing significant new highway capacity, towards policies that seek to encourage more sustainable modes than the private car, highlighted through the 1998 Transport White Paper and Planning Policy Guidance 13: Transport introduced in 2001.

National policy

National Planning Policy Framework

- 3.2 The National Planning Policy Framework was published and came into effect on March 27th 2012. The document constitutes guidance for local planning authorities and decision takers both in drawing up plans and as a material consideration in determining planning applications. The document sets out the Government's planning policies for England and how these are expected to be applied. The transport policies within the document supersede previous planning policies and guidance including PPG13.
- 3.3 The document reaffirms the status of local development plans as the starting point for decision making.
- 3.4 The document states that "all developments that generate significant amounts of movement should be supported by a Transport Assessment or a Travel Plan". Planning decisions should take account of:
- Whether the opportunities for sustainable travel have been taken up;
 - If safe and sustainable access to the site can be achieved for all people; and
 - If any significant impacts of the development can be cost effectively limited.
- 3.5 The document states that development should only be prevented or refused on transport grounds where the residual cumulative impacts are severe.

Transport White Paper

- 3.6 '*Creating Growth, Cutting Carbon: Making Sustainable Local Transport Happen*', the Government's White Paper on the future of transport was published in January 2011. The White Paper actively promotes the Government's commitment to a future of building economic growth and a low carbon transport system in the UK.
- 3.7 The document stresses the importance of reducing congestion and promoting sustainable transport to create and develop active and healthy lifestyles and communities. The paper identifies that it is the role of local authorities, communities, companies, employees and individuals to actively engage in identifying transport needs and transport choices.

Smarter Choices – Changing the Way We Travel

- 3.8 The Department for Transport's (DfT) Smarter Choices guidance (2005) outlines the impact that soft measures, such as improved facilities for pedestrians, cyclists and public transport users; greater travel information provision and personalised journey planning can have on a reduction in traffic, and specifically single occupancy vehicle use.

Making Residential Travel Plans Work

- 3.9 It should be noted that this guidance, published by the DfT in 2005, is under current review by the Government. The guidance describes a Residential Travel Plan (RTP) as, 'a package of measures designed to reduce the number and length of car trips generated by a residential development, while also supporting more sustainable forms of travel and reducing the overall need to travel.
- 3.10 The document covers aspects of preparing a RTP and the challenges specific to a residential 'origin' cohort compared to traditional destination-based (i.e. schools and workplaces) travel planning.
- 3.11 Importantly, the guidance highlights that:
- The pattern of journeys originating at home is more varied, with residents having multiple destinations and different needs and travel choices over time; and
 - An ongoing management organisation and structure for the travel plan needs to be put in place, as there is often no single company or institution to provide continuity and a common point of interest.
- 3.12 Recognised local benefits of travel planning for residents include:
- Reducing the need for car use with benefits in terms of reduced traffic, congestion, air pollution and accidents;
 - Improving accessibility and travel choice for reaching local facilities;
 - Improving public transport provision for people in nearby developments because of the increased economies of scale;
 - Complementing nearby travel plans, and possibly even assisting them in achieving more ambitious initiatives;
 - Improving access by the wider community to the residential development by sustainable modes of transport;
 - Representing good practice and providing an educational tool to help change perceptions about the convenience and benefits of not using the car where alternatives exist;
 - Achieving more attractive environments that contribute to regeneration and renewal initiatives; and
 - Increasing marketability of the development as more households seek to change their travel behaviour.
- 3.13 Specifically the guidance states that the objectives of a Residential Travel Plan should:
- Address residents' need for access to a full range of facilities for work, education, health, leisure, recreation and shopping. In some cases this will mean providing facilities that reduce the need to travel, such as a local shop;
 - Reduce the traffic generated by the development to a significantly lower level of car trips than would be predicted for the site without the implementation of the travel plan;
 - Promote healthy lifestyles and sustainable, vibrant local communities;
 - Encourage good urban design principles that open up the permeability of the development for walking and cycling linked to the design and access statements; and

- Address specific problems identified in the site's Transport Assessment - for example, a road safety problem that prevents children or older people from gaining access to key facilities.

Guidance on Transport Assessments (GTA)

3.14 The Department for Transport (DfT) / Department for Communities and Local Government (DCLG) 'Guidance on Transport Assessment' (GTA), published in March 2007, provides updated guidance on the necessity and role for the preparation of Transport Statement (TS) and Transport Assessment (TA) Reports, based upon, and making reference to, the guidance as set out in the NPPF. It encourages the preparation of travel plans in accompaniment to an assessment of the potential transport impacts of a proposed development.

3.15 GTA 2007 states (para.4.80, p.34):

"A travel plan is a package of Site-specific initiatives aimed at improving the availability and choice of travel modes to and from a development. It may also promote practices or policies that reduce the need for travel. Travel plans are becoming an increasingly important tool in the delivery of sustainable outcomes. They provide, together with transport assessments, the mechanism for assessing and managing access to sites. In addition, they can help improve accessibility, both to and from the Site, and to local amenities and services."

Good Practice Guidelines: Delivering Travel Plans through the Planning Process (2009)

3.16 The Department of Transport (DfT) published guidance on delivering travel plans through the planning process. The guidance states that for C3 Dwelling houses of over 80 units, a full Travel Plan is the requirement as opposed to a Travel Plan Statement. The Proposed Development consists of up to 250 units and as such will necessitate a full Travel Plan.

Local Policies

Staffordshire Local Transport Plan 3 2011-2026 (LTP3)

3.17 The Staffordshire LTP3 has now been submitted and will come into effect in 2011. It considers all forms of travel across the county: car based travel, walking, cycling, public transport and freight, as well as the management and maintenance of local roads, road safety and accessibility initiatives.

3.18 The LTP will contain two parts, one being the "Strategy Plan" which will contain the policies that set out how the transport network will attempt to support economic prosperity, whilst safely and conveniently connecting communities across Staffordshire and beyond over the next 15 years. The second part being the "Implementation Plan" which will set out a programme of improvements which will take place in order for the Strategy Plan to be delivered. The Strategy Plan will be reviewed every three years while the Implementation Plan will be a five year document rolled forward annually.

3.19 The LTP's overarching objectives focus upon:

- Supporting growth and regeneration;
- Promoting equality of access and opportunity;
- Respecting the natural and built environment;

- Tackling climate change and its effects on the highway;
- Contribute towards improved health and quality of life;
- Tackling safety and security of the network; and
- Maintaining the highway effectively and efficiently.

East Staffordshire Borough Council Local Development Framework (LDF)

3.20 The most recent East Staffordshire Borough Council Local Development Framework (LDF) was introduced in June 2010. The plan's aims and objectives are to ensure that East Staffordshire is a "leading sub-regional business location, with a growing diversified economy that succeeds in a step change in the boroughs housing and employment mix". The plan emphasises the need to work with the private sector to ensure that new developments are both sustainable and of high design. The plan highlights key challenges which must be overcome as part of its Core Strategy:

- To maintain an emphasis on re-using previously developed sites but to realise that Greenfield sites will also be required to meet overall development needs;
- Meeting housing needs of the growing number of households with homes that meet the specific requirements of a changing population;
- Working to minimise climate change as a result of development and activity in the Borough, as well as adapting new development to the impacts of climate change which we cannot reverse; and
- Improving the poor public transport infrastructure including rail within East Staffordshire, so as to encourage more sustainable forms of travel and also address the movement of traffic in urban and rural areas.

East Staffordshire Borough Local Plan

Parking Standards

3.21 The Borough Council will encourage the use of more sustainable modes of transport by imposing maximum car parking levels for proposed developments

3.22 For residential developments, such as the development in question here, the maximum parking standards are:

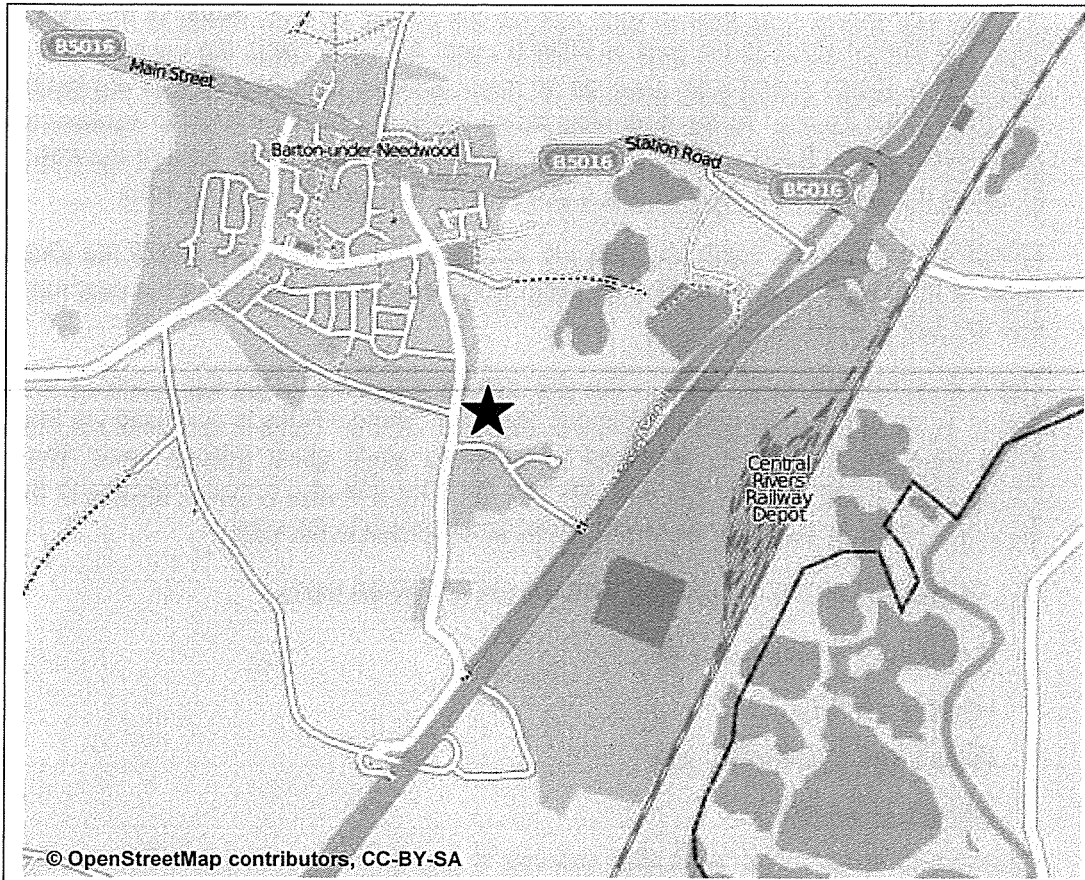
- 1 Bedroom dwelling – 1 space + 1 space per 3 dwellings for visitors;
- 2 or 3 Bedroom dwelling – 2 spaces; and
- 4 or more Bedrooms – 3 spaces.

4 Site Context

Introduction

- 4.1 This Travel Plan has been prepared to be submitted as part of an outline planning application. The outline planning application proposes the development 130 dwellings on land off Efflinch Lane, as shown in **Figure 4.1** below.
- 4.2 The proposed development would be accessed off Efflinch Lane via a new priority 'T' junction. The new junction would be located to the north of the existing junction with Captains Lane. The principle of this access location has already been discussed with and agreed by Staffordshire County Council.

Figure 4.1 Site Map



Site Location and Background

- 4.3 Barton has been and will continue to be an affluent and popular village: indeed it is one of the best serviced villages within the district, and can sustain a moderate level of housing growth over the coming years. In terms of transport Barton benefits from having a well developed and linked footpath network which is being improved with an active Civil Parish promoting knowledge of the path network with signboards.

- 4.4 Through its Settlement Hierarchy report ESBC has identified Barton under Needwood as the joint highest scoring village (with Tutbury) in the Borough in terms of the availability of key services and hence the most able to accept population growth. Barton is well serviced as it has a post office, small supermarket, pharmacy, library, churches, village hall, public houses, medical centre, early years provision, two primary schools and a secondary school. The secondary school is the best state school in the County and so the village is popular with families who wish their children to attend it. Not far from the village is the Barton Marina development with a public house, restaurants, cafes and specialist shops. At Barton Turns by the A38 is a large employment site offering a range of jobs. The main employment area of Burton is easily accessible from the village by public transport.
- 4.5 The site is situated in Barton under Needwood, and is located off Efflinch Lane which forms its western boundary. Efflinch Lane runs generally north to south from the south eastern corner of the village, through to the centre of the village where it meets the B5016 at a simple priority "T" junction. The B5016 runs east to west through the village as Main Street to the west of Efflinch Lane and Station Road to the east of Efflinch Lane. All roads within the centre of the village are subject to a 30mph speed limit, although on many sections prevailing speeds are lower than this, and have street lighting. To the west Main Street meets the A515 Lichfield to Ashbourne road and to the east, Station Road crosses the A38 trunk road at Barton Turns. East of the A38 the B5016 becomes the unclassified Walton Lane and continues through to Walton on Trent.
- 4.6 Efflinch Lane continues south from the site access out of the southern end of the village. To the south of the village it meets Dogshead Lane, which almost immediately to the east has a junction with the A38 at Catholme.
- 4.7 The A38 which runs to the east of the site, can be accessed by the two junctions noted above, Barton Turns to the north and Catholme to the south. Barton Turns is accessed via Station Road, whilst Catholme Junction is accessed by travelling south along Efflinch Lane. The A38 also provides key linkages to the A5, A50, M1 and M6. The A38 also provides access to Burton upon Trent and Derby in the north, and Birmingham and Lichfield to the south.
- 4.8 The distances to nearby key centres from the site are shown below:
- Burton upon Trent – 5.4 miles;
 - Lichfield – 8 miles;
 - Birmingham – 25.6 miles; and
 - Derby – 17.8 miles.
- 4.9 Despite high levels of car ownership and use in and around the village, traffic conditions do not generally create a significant issue. The only issue of real note is short term AM peak hour congestion around the Main Street, Station Road and Efflinch Lane junction close to the centre of the village. This junction is close to both the Secondary school to the west and Primary (infants) school to the east. Both of these schools currently generate on street parking along Main Street and Station Road, resulting in vehicles having to stop and start to manoeuvre around the parked cars. As the traffic includes a number of school coaches and HGVs, these vehicles have difficulty manoeuvring around the parked vehicles, thereby adding to the delay and congestion. This typically lasts for around 15 – 20 minutes in the AM peak. The package of transport measures identified for the village by the Parish Council (set out in paragraph 4.10 below), and to which the site will contribute, seeks to reduce the incidence and severity of this short term congestion.

Development Proposals

4.10 The development proposal is for 130 dwelling to be located on land which will be accessed off Efflinch Lane as stated in paragraph 4.6. Based on strong and welcomed discussions with Barton Parish Council, additional proposals will provide improved traffic flow patterns within the village. The identified schemes are;

- Funding a coach park on Station Road for the Secondary School;
- Drop off and parking point for the Thomas Russell Junior School, if the school so require, conveniently reached from within the development and approached down Captains Lane and Efflinch Lane; and
- Encouraging the schools to adopt measures to maximise their use of the improvements offered. For example, Junior School parents will be encouraged to use Wales Lane and Captains Lane, and avoid where possible the Efflinch Lane/Main Street junction.

5 Sustainable Transport Links

Introduction

- 5.1 Government guidance on sustainable transport, set out in the NPPF, has the objective of integrating planning and transport in order to; promote sustainable transport choices, promote accessibility to developments by sustainable transport modes and to reduce the need to travel, especially by car.
- 5.2 The following section details the sustainable transport options available for accessing Barton under Needwood, and as such the site itself.

Walking

- 5.3 There is currently good provision for pedestrians in terms of accessing the site. The site benefits from the fact that it is located nearby existing residential dwellings, and as such pedestrian footpaths already exist. Efflinch Lane, off which the development will be situated, also has pedestrian footpaths leading into the village centre of Barton under Needwood itself, although for the majority of the route, a footway is only provided to the right of the carriageway.
- 5.4 The development also proposes the provision of footpaths to the north and east of the site to permit access to the nearby Country Park and Marina (north) and canal side walk (east), along with the proposal for a new footway from the site to the nearby Thomas Russell Junior School, if the school so require.
- 5.5 Given that the proposed development is residential, it is important to consider the distance to schools on foot. There are three schools in the vicinity of the site, all of which are accessible on foot in under 15 minutes. The fact that these schools are within walking distance provides the opportunity to reduce the number of car trips from the site in peak periods as an alternative travel option exists for residents.
- 5.6 Residents will be provided with information through the Welcome Pack. The information will identify and explain the benefits of walking, and incorporate suggestions for healthy active walks and nature walks. Information will also be provided on walking groups and associations. Information on safe routes will be provided for children when accessing their school.

Cycling

- 5.7 The National Cycle Network passes through Barton, with Route 54 running south through Alrewas and on to Lichfield. The cycle route enters the village through The Green, before running along Short Lane and St James Road, then leaving to the north along Dunstall Road. The cycle route then continues north on to Burton upon Trent.
- 5.8 Cycling information and advice will be provided within the Welcome Packs. This information will include details and maps of national and local cycling routes within Barton under Needwood and surrounding area.

Public Transport

Bus

- 5.9 There is a bus stop located directly outside the proposed site access point. This bus stop is therefore located within the standard 400m from the entrance to the site, as being considered acceptable and will provide all residents with access to a bus service.
- 5.10 As part of the development, the existing bus stop infrastructure would be upgraded as part of the development, with the provision of suitable bus shelters and timetable information displays.
- 5.11 The site is served by buses running from Burton upon Trent to Lichfield, with further connecting services available at these destinations. Further information about these bus routes are provided in **Table 5.1** below, with information taken from the Arriva Midlands website.

Table 5.1 Local Bus Services

Service Number	Operator	Route	First Bus Weekday	Last Bus Weekday	Frequency
7	Arriva Midlands	Burton upon Trent – Barton – Lichfield	06:27	23:31	1 per hour
		Burton upon Trent – Barton – Lichfield	07:08	22:51	
7A	Arriva Midlands	Burton upon Trent – Barton – Alrewas NMA	09:07	17:19	1 per hour
		Burton upon Trent – Barton – Alrewas NMA	09:34	16:47	

- 5.12 The three bus services, outlined in the table above, provide regular access from the site to Lichfield and Burton upon Trent, with Lichfield being accessible in 29 minutes from the site via the number 12 bus, and Burton in 20 minutes.

Rail

- 5.13 Burton upon Trent rail station is approximately five miles north of the proposed development along the A38. From this location there are regular services to Derby and Birmingham. The table below summarises rail journeys from Burton upon Trent:

Table 5.2 Rail Services from Burton upon Trent

Rail Route	Operator	Frequency	Duration	Service Times	
				First	Last
Burton upon Trent-Birmingham New Street	Cross-country	3 per hour during peak, 2 per hour otherwise	~ 25-40 minutes	06:20	22:55
Birmingham New Street-Burton upon Trent	Cross-country	3 per hour during peak, 2 per hour otherwise	~ 25-40 minutes	06:19	23:09
Burton upon Trent – Derby	Cross-country	3 per hour during peak, 2 per hour otherwise	~ 10-15 minutes	06:50	23:40
Derby – Burton upon Trent	Cross-country	3 per hour during peak, 2 per hour otherwise	~ 10 - 15 minutes	06:10	22:45

5.14 Seven miles to the south of the site lies Lichfield Trent Valley railway station. From this station there are regular services to Birmingham along with services to London Euston, Crewe and Stoke. The table below summarises rail journeys from Lichfield Trent Valley.

5.15 Services are also available on the West Coast mainline at Lichfield Trent Valley, with an hourly daytime London Midland service between Crewe and London Euston and occasional Virgin West Coast services. Both railway stations can be accessed by bus from Barton under Needwood or via cycle route 54

Table 5.3 Rail Services from Lichfield Trent Valley

Rail Route	Operator	Frequency	Duration	Service Times	
				First	Last
Lichfield Trent Valley – Birmingham New Street	London Midland	3-4 per hour during peak, 2 per hour otherwise	~ 43 minutes	06:17	22:55
Birmingham New Street – Lichfield Trent Valley	London Midland	3-4 per hour during peak, 2 per hour otherwise	~ 43 minutes	06:01	22:35
London Euston - Lichfield Trent Valley - Crewe	London Midlands	1 per hour		06:24	22:00
Crewe – Lichfield Trent Valley – London Euston	London Midland	1 per hour		05:18	20:50

Local Facilities

- 5.16 The accessibility to services from the proposed development site is demonstrated in **Table 5.4** below. The local amenities within the village of Barton under Needwood are listed with their distances also highlighted:

Table 5.4 Amenities in vicinity of proposed development

Amenity	Name	Location	Distance
Schools	John Taylor High School	Dunstall Road, Barton, Staffs, DE13 8AZ	0.7 miles
	Thomas Russell Infant School	Station Road, Barton, Staffs, DE13 8DS	0.7 miles
	Thomas Russell Junior School	Gilmour Lane, Barton, Staffs, DE13 8EU	0.1 miles
Shops	Co-op Food Store	31, Main Street, Barton, Staffs, DE13 8AA	0.6 miles
	Londis	62-64, Oak Road, Barton, Staffs, DE13 8DP	0.4 miles
	Yoxall Village Newsagent	4, Main Street, Barton, Staffs, DE13 8DP	0.5 miles
Library	Barton Library	Dunstall Road, Barton, Staffs, DE13 8AX	0.7 miles
Post Office	Barton Post Office	60, Main Street, Barton, Staffs, DE13 8AA	0.6 miles
Pharmacy	Barton Pharmacy	52-54 Main Street, Barton, Staffs, DE13 8AA	0.6 miles
Doctors Surgery	Barton Health Centre	Short Lane, Barton, Staffs, DE13 8LB	0.6 miles
Dentist	Barton Dental Practice	26b, Main Street, Barton, Staffs, DE13 8AA	0.6 miles

- 5.17 It is clear that there are a range of services in Barton under Needwood that are accessible within walking distance from the proposed development site.
- 5.18 Table 5.5 provides details of supermarkets around Barton under Needwood and whether they provide a home delivery service.

Table 5.2 Supermarket provision within vicinity of Barton under Needwood

Supermarket	Location	Distance	Home Delivery Service
Sainsbury's	Burton upon Trent	4.6 miles	✓
Tesco	Burton upon Trent	5.3 miles	✓
Asda	Burton upon Trent	6.3 miles	✗
Tesco Extra	Lichfield	7.6miles	✓
Waitrose	Lichfield	8.0 miles	✓
Sainsbury's	Tamworth	9.5 miles	✓
Asda Supercentre	Tamworth	12.9 miles	✓

6 Travel Plan Aims, Objectives, Targets and Indicators

General

- 6.1 This section sets out the aims, objectives, targets and indicators, which are informed by the trip assessment work presented in the Transport Assessment for the Site.
- 6.2 The benefits of a well-managed RTP extend beyond the Site and will contribute to improvements in local visual setting, pedestrian and cycle mobility. The RTP demonstrates that its provisions can adequately manage any change in residents' travel behaviour. This means encouraging greater use of public transport, walking and cycling and discouraging unnecessary car usage.

Aims

- 6.3 The aims of the RTP are to:
- Enable mobility through sustainable travel modes; and
 - Increase active modes of travel by residents.

Objectives

- 6.4 To realise the above aims, the main objectives of the RTP are to:
- Provide for residents' needs for access to a range of key services; to work, education, health, leisure, recreation and shopping;
 - To influence the travel behaviour of residents;
 - Encourage less dependence on single occupancy vehicles (SOV);
 - Enable residents to take up cycling; and
 - Promote the positive contribution that active modes of travel can make to health and wellbeing.

Targets

- 6.5 The targets, which have been developed for the RTP, are based on the results of a multi-modal trip assessment. The person trip rate selection process was based on the identification of the most comparable sites contained within the most recent version of TRICS (version 2010(b) v6.6) available at the time of assessment (see Table 6.1).

Table 6.1 TRICS based Multi Modal Trip Generations

Mode	AM Peak		PM Peak	
	ARR	DEP	ARR	DEP
Walking	5 (15%)	22 (18%)	7 (8%)	6 (12%)
Cycling	1 (3%)	4 (2%)	2 (2%)	1 (2%)
Public Transport	0 (0%)	4 (2%)	2 (2%)	1 (2%)
Vehicles	21 (64%)	59 (50%)	56 (65%)	32 (62%)
Car Passengers	6 (18%)	31 (15%)	18 (21%)	12 (23%)
Total	33	117	85	52

6.6 Given that there is no modal share data available for the new site, due to its current vacant status, 2001 census data for the village of Barton under Needwood and the estimated modal split as reported in the transport assessment is also used to provide targets for the new site.

6.7 The Travel to Work data from the 2001 Census was consulted for the Needwood ward. This data is summarised in the **Table 6.2** below:

Table 6.2 2001 Census Method of Travel to Work Data - Resident Population

Mode	Needwood (Ward)	East Staffordshire (Borough Council)	West Midlands
Walking	6%	12%	10%
Cycling	2%	5%	2%
Bus	3%	4%	10%
Train	1%	1%	2%
Motorcycle	1%	1%	1%
Car Driver	80%	69%	66%
Car Passenger	7%	8%	8%
Other	0%	0%	0%
Total	100%	100%	100%

6.8 **Table 6.3** provides an overview of the proposed modal split of the development. This has been derived from the TRICS assessments within the Transport Assessment.

Table 6.3 TRICS based Multi Modal Split

Mode	Proposed Site Modal Split (TRICS)		Average Total Proposed Site Modal Split
	AM Peak	PM Peak	
Walking	18%	9%	14%
Cycling	2%	2%	2%
Bus	2%	2%	2%
Train	-%	-%	-%
Motorcycle	-%	-%	-%
Driving a Car or Van	53%	64%	58%
Passenger in a Car or Van	25%	22%	24%
Trips not made (including home working)	-%	-%	-%
Total	100%	100%	100%

6.9 The RTP targets for the site are shown in Table 6.3:

Table 6.4 Current Modal Split and Targets

Mode	Proposed Site Modal Split (TRICS)		Average Total Proposed Site Modal Split	Interim Target (1 year post completion)	Final Target (5 years post completion)	Net Change
	AM Peak	PM Peak				
Walking	18%	9%	14%	14%	16%	+2%
Cycling	2%	2%	2%	3%	5%	+3%
Bus	2%	2%	2%	3%	5%	+3%
Train	-%	-%	-%	1%	1%	+1%
Motorcycle	-%	-%	-%	1%	1%	+1%
Driving a Car or Van	53%	64%	58%	53%	44%	-14%
Passenger in a Car or Van	25%	22%	24%	24%	26%	+2%
Trips not made (including home working)	-%	-%	-%	1%	2%	+2%
Total	100%	100%	100%	100%	100%	N/A

- 6.10 The data shows that 80% of Needwood residents drive to work, which is significantly higher than the numbers driving to work in the wider East Staffordshire area, where 69% drive to work, and the proposed level identified with the TA . Due to the observed levels of car drivers from the 2001 ward data, an initial target has been identified. It is proposed that the target is a reduction in the number of residents travelling to work from the site as a car driver by 14% over a 5 year period. This 14% is the final target reduction in trips made by car/van drivers as shown in **Table 6.4**. The proposed site is estimated to have 58% of journeys made by car/van drivers (based on TRICS data). The 14% reduction will result in 44% of journeys being made by car/van drivers in 5 years time.
- 6.11 This 14% reduction will be achieved through an increase in the use of sustainable modes of travel, and the promotion of car sharing from the site. The use of Staffordshire Share-a-Lift scheme will also be encouraged in an attempt to meet these targets. Residents whose employers are enrolled on the scheme are able to identify potential car share partners by signing up to the scheme. Residents whose employers are not currently on the scheme, but would be eligible to join and will be provided with information to assist their employer to enrol.
- 6.12 The RTP aims to increase participation in active modes of travel, with an anticipated modal increase in walking and cycling over the duration of the travel plan.
- 6.13 The targets given in **Table 6.4** are SMART: specific, measurable, attainable, realistic and time bound. They reflect the aspirations of the RTP. The baseline mode split and subsequent targets will be refined following an initial residential travel survey following occupation of the development.

7 Travel Plan Management

General

- 7.1 The RTP will be managed by a Travel Plan Co-ordinator, who will also be responsible for the day-to-day implementation of the travel plan measures.

Travel Plan Co-ordinator

- 7.2 The RTP will be managed and monitored by a Travel Plan Co-ordinator who will have overall responsibility for ensuring delivery of the proposed measures and initiatives to time and budget.
- 7.3 Details of the nominated Travel Plan Co-ordinator will be provided to Staffordshire County Council. The Travel Plan Co-ordinator will be the first point of contact for all travel matters. It is essential that a Travel Plan Co-ordinator is established prior to site occupation.
- 7.4 The designated Travel Plan Co-ordinator will have access to sufficient resources to support the aims and measures of the travel plan, whilst ensuring there is ongoing monitoring of the plan

Responsibilities of the Travel Plan Co-ordinator

- 7.5 The Travel Plan Co-ordinator will have the following responsibilities:
- Overseeing the development and implementation of the Travel Plan;
 - Obtaining and maintaining commitment and support from residents;
 - Designing and implementing effective marketing and awareness raising campaigns to promote the Travel Plan amongst residents;
 - Briefing sales staff and estate agents on the role of the Travel Plan and the benefits it provides, as well as ensuring that buyers 'buy-in' the scheme;
 - Setting up co-ordinating and attending meetings with Staffordshire County Council;
 - Setting up, co-ordinating and attending meetings with Barton Parish Council;
 - Setting up, co-ordinating and attending meetings with the Residents Association;
 - Co-ordinating the registration with Staffordshire County Council Share-a-Lift scheme and the administration of car-sharing records;
 - Keeping all public transport records up to date;
 - Liaising with local public transport operators;
 - Commissioning and assisting with travel surveys;
 - Setting the approved targets; and
 - Monitoring the programme for the travel plan, including undertaking annual reviews of the progress and preparing monitoring reports to be submitted to Staffordshire County Council.
- 7.6 The Travel Plan Co-ordinator will report to both the Residents Association and Barton Parish Council. Regular progress notes will be provided, alongside annual monitoring reports.

8 Travel Plan Measures

Introduction

- 8.1 It is important that good public transport, cycling and walking facilities are provided, which will influence the car ownership choice of families choosing to live at the site, to ensure that the focus on sustainable living is ingrained from the very outset. Encouraging people and families to use sustainable travel and reduce car use will provide wider economic, social and environmental benefits to the community and individuals within Barton under Needwood.
- 8.2 In order to meet the objectives and targets of the travel plan, a number of measures will be implemented on site. These measures are designed to enhance the accessibility of the site in order to make alternative modes of travel as attractive as possible.

Reducing the Need to Travel

- 8.3 Modern developments and technological advances are reducing the need to travel as previously required over a decade ago. In the present, swift communication via the phone and email on a mobile basis enables business and communication to take place in a variety of locations, including the home. Through good communication links and high speed broadband internet links, more tasks and actions can be undertaken from home through the use of the internet.
- 8.4 The internet integral tool which can be used to undertake personal and domestic day to day tasks. A key sector which is benefiting from the internet is retail. Residents are now able to purchase a variety of goods and services through the internet reducing the need to travel. A key opportunity is grocery shopping with number of the key food retailers offering home delivery services.
- 8.5 The Travel Plan Co-ordinator will actively promote home working arrangements and the use of online retailing with residents on the development.

Walking

- 8.6 Within the development site itself, footpaths will be clearly lit to increase pedestrian safety. Features such as green space will create an attractive environment for pedestrians.
- 8.7 The Travel Plan Co-ordinator will establish a "Walking Buddy Scheme", which would be set up for residents to help increase their environmental awareness and social interaction with other residents. A "Walking Buddy Scheme" would be beneficial for those taking young children to school or indeed residents who work within close proximity of the site. The scheme will be promoted by the Travel Plan Co-ordinator upon occupation of the site.
- 8.8 The development proposal will also include a safe footpath leading to the Thomas Russell Junior School to the north of the site. It is hoped this will encourage parents to leave the car at home for the school run, by providing opportunities to safely access the school on foot.

Cycling

- 8.9 Cycle parking will be provided to residents in line with recommended guidelines. East Staffordshire Borough Council cycle parking guidelines for residential sites state that for each dwelling, 1 cycle space should be provided. This would typically be accommodated within appropriate size garages for houses. Cycle parking facilities will also be available in communal parts of the site.
- 8.10 The Travel Plan Co-ordinator will establish a Bicycle Users Group (BUG) for residents. The aim of a BUG is to meet the needs of existing and potential cyclists by providing them with "bike buddies" cycle maps, information on safe routes and cycle parking facilities.

- 8.11 The Travel Plan Co-ordinator will identify opportunities to involve residents in a cycle training scheme to encourage the use of this mode of travel. A cycle training scheme could help to increase the confidence of those who maybe haven't cycled for many years or who are new to cycling but would like to be able to cycle to work/school or other local services.

Public Transport

- 8.12 Bus and rail information will be displayed to residents on communal notice boards on site. Residents will also be provided with welcome packs detailing the travel options in the vicinity of the site as well as promotional activities such as National Bike week, information on car sharing, BUG and the "Walking Buddy Scheme".
- 8.13 Residents will be provided with up to date ticket information, in terms of special offers that may be available along with updated timetables and maps. The Travel Plan Co-ordinator will liaise with Staffordshire County Council to ensure all public transport provision information is kept up to date.
- 8.14 Each household will be provided with the opportunity to obtain either one free bus pass for twelve months or two free bus passes for twelve months. The system will work on a voucher basis. Residents who wish use the bus in order to travel will redeem their voucher in return for a bus pass. The Travel Plan Co-ordinator will be responsible for the management of the bus pass initiative.

Household Personalised Travel Planning

- 8.15 Each household will be provided with a Welcome Information Pack, when they sign for their property. The Welcome Information Pack will clearly identify the aims and objectives of the Travel Plan and will include the contact details of the Travel Plan Co-ordinator who can be contacted if residents have any questions or require further advice on travel behaviour. The pack will include information about walking and cycling routes, public transport services, and opportunities to take days out within Staffordshire using sustainable modes of transport.
- 8.16 Households will be encouraged to consider their own travel activity and improve it with the direct assistance of the Travel Plan Coordinator, who will set up appointments with residents as a follow on from the issue of the Welcome Pack to provide tailored information. Household-specific information will be given on how residents can access their own regularly used services and facilities sustainably, as well as the sustainable travel opportunities for more occasional journeys.
- 8.17 The Welcome Information Pack and follow on Travel Planning session will provide clear advice and guidance to join the Staffordshire Share-a-Lift scheme as well as the benefits of car sharing. The information will also include details of the car club which it is proposed will be set up on the site. The information will include how to use one of the vehicles and the requirements to join the scheme. A site newsletter will be provided on a quarterly basis, providing residents with updates on progress and potential offers being promoted related to travelling in a sustainable manner.

Measures to Reduce Car Use

- 8.18 Residents will be encouraged to join a car share scheme. The Staffordshire Share-a-Lift at <http://share-a-lift.co.uk/>, is already established and offers benefits such as reduced congestion, reduced fuel and parking costs to users of the scheme. The scheme can be used by residents who use their car to travel to work to find suitable car share partners, provided that their employer is registered on the site. It will be the responsibility of the Travel Plan Co-ordinator to ensure that all residents are made aware of this car sharing scheme, and they will provide information to residents to enable their employers to enrol on the scheme where they are eligible to join but are not yet members.

- 8.19 The Travel Plan Co-ordinator will also seek to establish a community car club within the Parish. The aim of a community car club is to reduce the number of vehicle trips to and from the site by operating a car pool, whereby a set number of cars are available for all residents to use, primarily for short distance and short duration journeys. The vehicles used would be either electric or hybrid vehicles which have a minimal carbon impact, contributing to Staffordshire County Councils objective to reduce carbon emissions within the county. There are large cost benefits to individuals in establishing community car clubs as well as environmental benefits.
- 8.20 The Travel Plan Co-ordinator will actively promote other car schemes which reduce the need for households to have more than one vehicle. An example is Whip Car (www.whipcar.com), the scheme allows owners to rent out their vehicles to other motorists. According to Whip Car on average a car within the UK is only used for one hour a day. Through Whip Car the scheme allows cars which would normally be parked to be used by other motorists. This in turn reduces the number of cars on the network as the number of households with the requirement for more than one vehicle is reduced.

Marketing, Promotion and Communication

- 8.21 Marketing and awareness raising strategies form an important part of all travel plans. They cover the involvement/engagement of residents along with awareness-raising about travel options and the benefits of more sustainable or efficient travel. From the outset, all marketing materials to publicise the development will include details of the travel plan and the focus on sustainable living. If residents are given information on facilities, public transport, walking and cycling routes from initial occupation, this will encourage positive travel choices to be made.
- 8.22 The travel plan will have its own unique branding style as a way of raising awareness and enabling residents to 'take ownership' of the measures contained within the plan.
- 8.23 There are a number of ways in which the travel plan can be promoted and communication encouraged between residents.
- A site specific website will be developed to promote the travel plan and detail its aims. The website will contain information about sustainable travel to the site, local cycle routes, footpaths, safe routes to schools, nearby facilities as well as promote any sustainable local or national travel initiatives such as Bike Week.
 - All residents will receive a welcome pack which will contain information about the travel plan. This will contain the aims and objectives of the travel plan along with advice and information about different modes of travel, including walking and cycling.
 - The Travel Plan Co-ordinator will seek to provide induction meetings with residents to help disseminate information about the Travel Plan, and local transport facilities, as well as answering queries that residents may have.
 - Walking and cycling maps will be kept updated and given to all residents on site. Regular promotion of the car sharing scheme, walking Buddy Schemes and BUG will also take place. It will be the responsibility of the Travel Plan Co-ordinator to promote these measures as well as national events such as "Bike Week", "Walk to School Week" and "Walk to Work Week".
 - Findings of the travel plan will be made available to all residents via information packs or a notice board in communal areas. Information on the success of the travel plan will also be fed back to residents.

9 Monitoring and Review Mechanisms

General

- 9.1 The monitoring and review of the RTP will be in line with the Standardised Approach to Monitoring (SAM) and reporting. This section sets out the specific monitoring proposals associated with the development and the means by which progress towards meeting the targets will be assessed.

How to Monitor a Travel Plan

- 9.2 There are several stages to monitoring a RTP:
1. Baseline data is collected and analysed in a consistent manner prior to any RTP measures being implemented;
 2. RTP measures implemented over a period of time are recorded;
 3. At a defined point in the future, monitoring data is collected, which asks the same types of questions as the baseline survey for immediate comparison;
 4. Comparison is made of all monitoring surveys; and
 5. Staffordshire County Council will decide whether the RTP has met its targets and takes appropriate action.

Roles and Responsibilities

Primary responsibility for the monitoring and review of the RTP lies with the Travel Plan Co-ordinator. They will be responsible for undertaking and/or the commissioning of surveys, analysis of results and liaison with Staffordshire County Council.

Monitoring Plan

- 9.3 The developer will take all reasonable steps to ensure that the travel plan evolves in a way that best meets the overall goals of reducing reliance on the private car, and achieving a sustainable long-term change in travel patterns.
- 9.4 A key part of the travel plan is to establish a monitoring review and strategy. Targets were initially based upon 2001 Census data, and as such these figures may not be a true reflection of current travel patterns. A resident travel survey will be undertaken within 3 months of 50% occupation of the site, to assess the travel patterns for the new site. This will provide accurate, modal split figures for the development. It is anticipated that the baseline modal split figure and hence the interim and full targets will be reviewed and refined following the results of the baseline travel survey. This will be done in agreement with Staffordshire County Council.
- 9.5 The survey will ask the following:
- Types of journey made;
 - Distance of main journey;
 - Normal mode of transport to and from the site;
 - Availability of non car modes;
 - Reasons for not using non car modes of travel;

- Attitudinal questions that ask how many trips someone has previously made by car but now replaced those journeys with a non-travel activity and
 - What would encourage travel by alternative modes.
- 9.6 Further surveys will be undertaken on an annual basis. The surveys will last for a four week period and will be carried out during the same neutral monitoring month each year.

Reporting

- 9.7 The monitoring process will culminate in the production of annual reports which will summarise the data collected throughout the year, identify any areas in need of improvement and assess the potential for change in the forthcoming year.
- 9.8 The annual reports will be submitted to Staffordshire County Council and reviews will be used to assess the travel plan against its original targets. It is envisaged that the following events will take place annually for a period of at least 5 years.
- Key monitoring findings;
 - Sustainability messages will be disseminated to residents at the site; and,
 - Publication of the key findings in the local newspaper for residents in neighbouring communities to read.

Mitigation

- 9.9
- 9.10 Should the RTP targets not be met, there will be a need to identify whether any further mitigation measures are required, and whether they will assist in achieving the RTP targets. If that is the case, the Travel Plan Co-ordinator will identify additional measures to those already in place to ensure the targets are met. Suitable measures for the site will need to be agreed upon by the Travel Plan Co-ordinator in partnership with Residents Association, Barton Parish Council, Staffordshire County Council and East Staffordshire Borough Council.
- 9.11 In line with guidance published by DfT in 'Making Residential Travel Plans Work' the site will be developed in a frontloading manner with the incorporation of sustainable transport infrastructure on the site. This will include cycle parking, and the provision of footpaths and cycle ways, through strong and sympathetic urban design of the development. Manual for Streets design principles will also be incorporated into the layout of the site and implemented from the outset.
- 9.12 Potential schemes which could be implemented as further mitigation measures include;
- Continuation of the bus pass scheme;
 - Further promotion of information and Personalised Travel Planning;
 - Provision of Independent Travel Training to pupils who are transitioning between junior and secondary schools (or a contribution to the Staffordshire County Council TITAN Scheme);;
 - Setting up of a pool bike scheme for the development;
 - Cycle Training for residents; and

- Provision of funds for the Parish council to draw down for further improvements within the village.

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MID3060	002	001c	Effinch Lane Residential Development, Barton under Needwood	27

10 Travel Plan Action Table

General

10.1 This section draws together the proposals for implementation of the RTP. These are summarised in the Action Plan shown in Table 10.1 together with an indication of the type of activity, the modes affected and the individuals and/or organisation responsible for delivery.

Table 10.1 RTP Action Plan

Activity				When	By Whom
Activity Type	Mode	Measure	Task		
Awareness Raising	All	Travel Plan Co-ordinator	Appointment of Travel Plan Co-ordinator	Marketing of dwellings for occupation	Developer
Awareness Raising	All	Travel Plan Sales Pack	RTP Information in Sales Pack	Prior to resident occupation	Travel Plan Co-ordinator
Awareness Raising	All	Residents' Welcome Pack	Collate all relevant Site information into an accessible user friendly pack. Distribute to all households.	Prior to resident occupation	Travel Plan Co-ordinator
Awareness Raising	All	Household Personalised Travel Planning	Provide direct information to residents on an individual / household basis on how they can integrate sustainable travel with day-to-day routes.	Prior to resident occupation	Travel Plan Co-ordinator
Awareness Raising	All	Travel Plan noticeboard / Transport webpage	Provide information on walking, cycling, public transport and taxi / minicab services on a noticeboard / transport webpage for residents.	On occupation of first unit	Travel Plan Co-ordinator
Awareness Raising	Cycling	Cycle routes and maps	Provide maps to display on communal noticeboard / transport webpage. Include web links to cycle mapping and cycling organisations,	On occupation of first unit	Travel Plan Co-ordinator
Awareness Raising and Incentive	Cycling	Bike Week	Publicise and plan events to coincide with Bike Week	Post occupation	Travel Plan Co-ordinator

Incentive	Cycling	Cycle Buddy Scheme	Encourage residents to sign up to the Bike Buddy scheme, a free cycle buddy matching service.	On occupation	Travel Plan Coordinator,
Enablement	Cycling	Cycle Training	Gauge interest levels in cycle training by residents.	On occupation	Travel Plan Co-ordinator
Incentive	Car sharing	Publicise SCC's ShareALift scheme	Encourage residents to utilise SCC's car share scheme through employers	On occupation	Travel Plan Co-ordinator
Incentive	Community Car Scheme	Set up and operate a community car scheme on the site	Encourage residents to use the community car scheme to undertake small distance trips.	On occupation	Travel Plan Co-ordinator
Incentive	Car sharing	Promote the use of Whip Car	Encourage residents to use Whip Car and rent out other motorists underused vehicles	On occupation	Travel Plan Co-ordinator
Monitoring	All	Establish residents modal share	Undertake / commission monitoring surveys according to the monitoring plan,	Post occupation	Travel Plan Co-ordinator / SCC
Reporting	All	Reports to SCC	Liaise with SCC regarding the results of the monitoring exercise. If necessary, review the measures in the RTP, subject to agreement with SCC.	Post occupation	Travel Plan Co-ordinator/ SCC
Reporting	All	Reports to Barton Parish Council and Residents Association	Liaise with the Residents Association and Barton Parish Council regarding the results of the monitoring exercise. If necessary, review the measures in the RTP, subject to agreement.	Post occupation	Travel Plan Co-ordinator Residents Association Barton Parish Council
Reporting	All	Resident briefings	Publicise the results of the travel surveys to Site residents and residents in neighbouring communities.	Post occupation	Travel Plan Co-ordinator.

11 Summary

- 11.1 JMP Consultants Ltd (JMP) has been commissioned by Barton Consortium Limited to produce a Residential Travel Plan (RTP) for the proposed residential development of 130 dwellings on Efflinch Lane, Barton under Needwood, Staffordshire.
- 11.2 The Draft RTP is consistent with national and local transport planning policy and reflects the local context of Barton as a well appointed rural village.
- 11.3 The overall aim of the RTP is to enable mobility through sustainable travel modes and increase active modes of travel by residents.
- 11.4 The Draft RTP has set provisional five year targets which include a reduction in car driver trips and a corresponding increase in walking, cycling, public transport and car sharing trips and trips not made. The five year targets will be further developed once the baseline travel survey of the residential development is conducted following occupation.