Appendix 6 - Draft Heads of Terms

Draft - subject to discussion and negotiation with the appellant, County Council, and NHS

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
Housing			
40% of dwellings to be	On-site provision of	Agreed in principle.	Affordable housing
affordable	40% of housing to be		provision required to
	affordable. Tenure mix		meet housing needs in
	to be 70%		the area, in
	social/affordable rent		accordance with Policy
	and 30% intermediate.		H/10.
	Mix of unit sizes to		
	meet local needs, and		
	affordable housing to		
	be in appropriate		
	clusters.		
5% of the private	On site provision of	Agreed in principle.	Self-build and custom
market units to be	self-build and custom		build housing to meet
made available self-	build plots, with self-		needs as established
build and custom build	build strategy including		through self-build
plots.	details of how plots will		register in accordance
	be marketed.		with Policy H/9
Education			
Primary school	On-stie provision of a	Agreed in principle.	Primary school
	2-form-entry primary	Triggers to be agreed.	provision to
	school		accommodate the
			population of primary
	Transfer of serviced		school age children
	plot to County Council,		generated by the
	alongside obligation of		development in
	£13,761,095 to cover		accordance with policy
	design, construction,		SC/4.
	and fit-out costs.		
SEND provision	SEND room to be	Agreed in principle	SEND provision to
	accommodated within		accommodate the
	primary school.		population of children
	Accounted for within		with special
			educational needs

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
	primary school		generated by the
	obligation.		development in
			accordance with policy
			SC/4
Early years provision	Early years to be	Agreed in principle	Early years provision
	accommodated within		to accommodate the
	the primary school.		population of children
	Accounted for within		generated by the
	primary school		development eligible
	obligation.		for statutory early
			years education
			provision in
			accordance with policy
			SC/4.
Primary School start-	£50,000 to cover the	Agreed in principle.	Funding required to
up costs	initial start-up costs for		cover one-off costs
	the primary school.		associated with the
			initial set-up of the
			primary school in
			accordance with policy
			SC/4.
Secondary School	On-site provision of a	Agreed in principle.	Secondary school
	6-form-entry		provision to
	secondary school	Total cost of	accommodate the
		secondary school is	population of
	Transfer of serviced	estimated at	secondary school age
	plot to County Council	£41,655,000 with	children generated by
	alongside	financial contributions	the development in
	proportionate	secured from Darwin	accordance with policy
	contribution of	Green 1 and	SC/4.
	£7,456,245 to cover	Eddington.	
	design, construction,		
	and fit out costs.		
Secondary school	£50,000 to cover the	Agreed in principle	Funding required to
start-up costs	initial start-up costs for		cover one-off costs
	the secondary school.		associated with the
			initial set-up of the
			secondary school.

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
Childrens Centre	To be provided within	Agreed in principle	Required to meet the
	community building,		educational needs of
	with preferential		children within the
	access for children's		development, outside
	services.		of the traditional
			school environment in
			accordance with policy
			SC/4.
Library	Proportionate		Library facilities
	contribution of £54,000		necessary to meet the
	to the delivery of a		needs of the new
	library within Darwin		population generated
	Green 1.		by the development.
			Off-site provision.
			Scale determined with
			reference to County
			Council guidance and
			local plan policy SC/4.
Nursery	Strategy to support	To be agreed	To accommodate
	delivery of a nursery		demand for nursery
			places generated by
			the development.
			County Council to
			provide justification.
Sports and			
Recreation			
Country Park	Provision of a country	Agreed in principle	Country park to meet
	park.		the recreational and
			social needs of
	Management and		residents, to support
	maintenance of the		biodiversity mitigation
	country park to be		and enhancement and
	offered (by order of		to provide water
	preference) to		management in
	Cambridge City		accordance with policy
	Council, the Land		SC/7.
	Trust, Wildlife Trust,		

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
	and a management		
	company.		
	Provision of an		
	endowment to cover		
	the ongoing		
	management and		
	maintenance costs of		
	the country park.		
	Potential for this to be		
	an interim measure		
	until the formation of a		
	Parish Council for		
	Darwin Green.		
Outdoor Sports	Playing fields to serve	Agreed in principle	To meet the sports
pitches.	the primary and		and recreation needs
	secondary school to		of children attending
	be provided within the		the schools in
	country park.		accordance with policy
			SC/7.
	Community Use and		
	Access agreement to		
	secure access to		
	sports facilities outside		
	of their use by the		
	schools.		
Outdoor sports pitch	£67,698 towards	To be discussed	To meet the sports
enhancements	enhancement of sports		and recreational needs
	pitches to		of residents, to
	accommodate		account for the sports
	community use.		pitches only being
			accessible by the
			schools during the day
			in accordance with
			policy SC/7.
Sports pavilion	Contribution of	To be discussed	To meet the sports
	£435,685 towards		and recreational needs

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
	delivery of a sports pavilion		of residents in accordance with policy SC/7.
Indoor Sports	Proportionate contribution of £485,825 towards the provision of additional swimming capacity in Greater Cambridge.	Agreed in principle	To meet the sports and recreation needs of residents of the development in accordance with policy SC/7.
Allotments	On-site provision within the country park	Agreed in principle	To meet the recreational and social needs of residents of the development in accordance with policy SC/7.
Play provision and youth facilities	On-site provision of formal play spaces (LAP, LEAP, and NEAP), and informal play and youth spaces within the Country Park and across the development.	Agreed in principle	To meet the outdoor play and social needs of children and youth residents of the development in accordance with policy SC/7.
Open Space Management and Maintenance Strategy	Management strategy for the country park and other elements of open space, outlining management responsibilities and maintenance principles.	Agreed in principle	To ensure the open space provided by the development is maintained in the long-term to a suitable standard, to meet the recreational needs of residents and fulfil the landscape and biodiversity objectives of the development in accordance with policy SC/7.
Community			

Permanent community floorspace On-site provision of a community facility of up to 400sqm. Anticipated to be managed by Cambridge City Council, extending their role from Darwin Green 1. Community facility Sc/6. Community facility Constribution to the start-up costs of the community facility. To be agreed To meet the needs of the new population generated by the development. On-site or off-site provision. Scale determined with reference to policy SC/6. To reflect the on-off start-up costs of the community facility. Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the	Obligation Sought	Relevant Details	Comments	CIL Reg 122
floorspace community facility of up to 400sqm. space necessary to meet the needs of the new population generated by the development. Cambridge City Council, extending their role from Darwin Green 1. To be agreed To reflect the on-off start-up costs of the community facility Scale determined with reference to policy Sc/6. Temporary community To meet the needs of the mew population generated by the development. On-site or off-site provision. Scale determined with reference to policy SC/6. To be agreed To reflect the on-off start-up costs for the community facility. Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the				Comments
up to 400sqm. Anticipated to be managed by Cambridge City Council, extending their role from Darwin Green 1. Community facility start-up costs Temporary community To 400sqm. meet the needs of the new population generated by the development. On-site or off-site provision. Scale determined with reference to policy SC/6. To be agreed To reflect the on-off start-up costs for the community facility. Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the	Permanent community	On-site provision of a		Community meeting
Anticipated to be managed by Cambridge City Council, extending their role from Darwin Green 1. Community facility Start-up costs Temporary community Anticipated to be managed by development. On-site or off-site provision. Scale determined with reference to policy SC/6. Temporary community Anticipated to be managed by development. To be agreed To reflect the on-off start-up costs for the community facility. Scale determined with reference to policy SC/6. Temporary community Agreed in principle To meet the	floorspace	community facility of		space necessary to
Anticipated to be managed by Cambridge City Council, extending their role from Darwin Green 1. Community facility Start-up costs To be agreed To reflect the on-off start-up costs for the community facility Scale determined with reference to policy Sc/6. Temporary community Anticipated to be managed by development. On-site or off-site provision. Scale determined with reference to policy SC/6. To be agreed To reflect the on-off start-up costs for the community facility. Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the		up to 400sqm.		meet the needs of the
managed by Cambridge City Council, extending their role from Darwin Green 1. Community facility start-up costs To be agreed To reflect the on-off start-up costs for the community facility Scale determined with reference to policy start-up costs for the community facility To be agreed To reflect the on-off start-up costs for the community facility. Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the				new population
Cambridge City Council, extending their role from Darwin Green 1. Community facility start-up costs Start-up costs To be agreed To reflect the on-off start-up costs for the community facility Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the		Anticipated to be		generated by the
Council, extending their role from Darwin Green 1. Community facility start-up costs Community facility Start-up costs Community facility Start-up costs of the community facility Community facility Start-up costs of the community facility Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the		managed by		development.
their role from Darwin Green 1. Community facility Start-up costs Start-up costs Start-up costs of the community facility Community facility Scale determined with reference to policy Start-up costs for the community facility Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the		Cambridge City		On-site or off-site
Green 1. Community facility start-up costs Sc/6. To be agreed Start-up costs for the community facility Scale determined with reference to policy SC/6. Temporary community Agreed in principle To meet the		Council, extending		provision. Scale
Community facility start-up costs Community facility start-up costs SC/6. To reflect the on-off start-up costs for the community facility Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the		their role from Darwin		determined with
Community facility Start-up costs Start-up costs of the community facility Contribution to the start-up costs of the community facility Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To reflect the on-off start-up costs for the community facility. Scale determined with reference to policy SC/6.		Green 1.		reference to policy
start-up costs start-up costs of the community facility start-up costs for the community facility. Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the				SC/6.
community facility community facility. Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the	Community facility	Contribution to the	To be agreed	To reflect the on-off
Scale determined with reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the	start-up costs	start-up costs of the		start-up costs for the
reference to policy SC/6. Temporary community Provision of a Agreed in principle To meet the		community facility		community facility.
SC/6. Temporary community Provision of a Agreed in principle To meet the				Scale determined with
Temporary community Provision of a Agreed in principle To meet the				reference to policy
				SC/6.
	Temporary community	Provision of a	Agreed in principle	To meet the
facility temporary community community needs of	facility	temporary community		community needs of
facility of up to the residents during		facility of up to		the residents during
150sqm if required, build-out of the site,		150sqm if required,		build-out of the site,
likely within the school and until the		likely within the school		and until the
site or alongside the permanent facility is		site or alongside the		permanent facility is
main sales office. completed. Scale		main sales office.		completed. Scale
determined with				determined with
reference to policy				reference to policy
SC/6.				SC/6.
Faith space To be accommodated To be discussed Meeting space needed	Faith space	To be accommodated	To be discussed	Meeting space needed
within the community to accommodate the		within the community		to accommodate the
building, with the faith related needs of		building, with the		faith related needs of
specification to include the new community.		specification to include		the new community.
Scale determined with				Scale determined with
reference to policy				reference to policy
SC/6.				SC/6.
Burial space Contribution of To be discussed Burial plots required	Burial space	Contribution of	To be discussed	Burial plots required
£210,000 to off-site for to meet the needs		£210,000 to off-site		for to meet the needs
burial provision within of the new community.		burial provision within		of the new community.
Girton Scale determined with		Girton		Scale determined with

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
			reference to policy
			SC/4.
Community	Financial contributions	To be discussed	Community support
Development (SCDC)	of £107,636 for a		workers to support the
	community		new community.
	development worker,		Scope to be
	oversight of the		determined with
	community		reference to policy
	development worder,		SC/4.
	and kick-start costs		
Small grants scheme	A contribution of	To be discussed	Small grants funding
(SCDC)	£12,500 to the small		for projects to support
	grants scheme		the new community.
			Scope to be
			determined with
			reference to policy
			SC/4.
Community Chest	£10,456 for Kick	To be agreed	County Council to
Fund (County)	Starting community		provide justification.
	activities		
Mental Health	£1,600 to fund mental	To be agreed	County Council to
Counselling Services	health counselling		provide justification.
(County)	services		
Locality staff (County)	£75,000 funding to	To be agreed	County Council to
	provide locality staff		provide justification.
	for two years		
Children Centre Staff	£27,621 for staff for	To be agreed	County Council to
(County)	the children's services		provide justification.
	for years		
Children Centre	£12,500 for equipment	To be agreed	County Council to
equipment/activities	for children's services.		provide justification.
(County)			
Kickstart funding (multi	£1,800 for kickstart	To be agreed	County Council to
agency team) (County)	funding for a multi-		provide justification.
	agency team		
Specialist Community	£25,000	To be agreed	County Council to
Development Worker			provide justification.
(CDW) (County)			

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
Multi-Agency co-	£31,667 for multi-	To be agreed	County Council to
ordination (County)	agency co-ordination		provide justification.
Health Visiting	£6,875 to support	To be agreed	County Council to
(County)	health visiting		provide justification.
	services.		
Healthy New Towns	£12,500 to fund	To be agreed	County Council to
Initiative legacy project	Healthy New Towns		provide justification.
workers (County)	project workers		
Healthy New Towns	£5,600 to kick start	To be agreed	County Council to
Initiative legacy	Healthy New Towns		provide justification.
kickstart funding	Initiative projects.		
(County)			
Public Art		<u> </u>	<u>l</u>
Site Wide Public Art	Public Art Strategy	Agreed in principle	Local Plan policies
Strategy	with a budget of		seek to secure public
	£400,000		art as an integral part
			of development. On-
			site provision. Scale
			determined with
			reference to policy
			SC/4.
Healthcare			
Healthcare facility	Healthcare provision	To be agreed	To address the health
	within the community		impacts of residents
	building including		associated with
	60sqm multi-purpose		moving to a new
	activity room, 16sqm		community, and
	consultation room, and		longer-term to support
	8sqm digital		integrated health and
	consultation space.		care provision in
			accordance with policy
			SC/4.
			Scale determined with
			reference to NHS
			advice.
Transport			
Public Transport	Extension of bus	Agreed in principle	To ensure the delivery
Improvements	services through DG		of high-quality public

Obligation Sought F	Relevant Details	Comments	CIL Reg 122
			Comments
2	2/3 including provision		transport to serve the
	of associated bus		development in
s	stops and a financial		accordance with policy
	contribution (to be		TI/8.
a	agreed) to the delivery		
	of the bus service.		
Travel Plan F	Provision of a Travel	Agreed in principle	To support the
F	Plan to be maintained		adoption of
C	during the initial		sustainable modes of
	ohases of the		travel by new
	development, and		residents in
s	supported by		accordance with policy
r	monitoring.		TI/8.
Pedestrian and Cycle A	A financial obligation	To be agreed	To ensure the delivery
Links ((to be agreed) to fund		of a network of links
t	the delivery of		with the surrounding
	connections to		area, to support
	Thornton Way and		sustainable travel in
	Thornton Close		accordance with policy
			TI/8.
Refuse and Waste			
Household Waste F	Proportionate	Agreed in principle	To support
' ' '	contribution of £32.23		improvements to
(HWRC)	per dwelling to the		facilities and capacity
r	redevelopment of		at the HWRC to
	Milton HWRC.		accommodate waste
			and recycling
			generated by residents
			of the development in
			accordance with policy
			TI/8.
Refuse Collection £	£112 per dwelling	To be agreed.	To increase refuse
Vehicles			vehicle capacity to
			accommodate the
			additional waste and
	l l		
			recycling generated by

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
			accordance with policy
			SC/4.
Household Waste	£90 per house	To be agreed.	Bins to accommodate
Receptacles			waste and recycling
	£50 per 1100 litre bin		generated by the
	for apartments (with		development in
	the number of bins		accordance with policy
	need to be calculated		SC/4.
	based on the reserved		
	matters approval).		
	To be paid prior to 1st		
	occupation of each		
	residential reserved		
	matters parcel.		
Cardboard Skips	On-site provision of	To be agreed.	To manage the
	cardboard skips		additional cardboard
	throughout the initial		generated from when
	occupation period by		residents first occupy
	the developer, or an		the development in
	obligation of £2,500 for		accordance with policy
	GCSWS to provide.		SC/4.
Bring banks	On-site provision of	To be agreed.	To accommodate the
	concrete hardstanding		small recycling
			generated by the
			development and not
			accommodated within
			routine recycling
			collections in
			accordance with policy
			SC/4.
Biodiversity			
Off-site skylark	Off-site improvements	Agreed in principle	To compensate for the
mitigation	and provision of a		loss of ground nesting
	Skylark Compensation		habitat for skylarks
	Strategy		within the
			development site in

Obligation Sought	Relevant Details	Comments	CIL Reg 122
			Comments
			accordance with policy
			NH/4.
Monitoring			
Monitoring	£40,000 for monitoring	To be agreed	To ensure the effective
	of the s106 agreement		monitoring the s106
	by SCDC.		agreement to ensure
			all of the agreed
			obligations are
			complied with.