

DATED 14<sup>th</sup> April 2015

**NURTON DEVELOPMENTS (QUINTUS) LIMITED (1)**

- and -

**LLOYDS BANK PLC (2)**

- and -

**EAST STAFFORDSHIRE BOROUGH COUNCIL (3)**

- and -

**STAFFORDSHIRE COUNTY COUNCIL (4)**

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**AGREEMENT**

**SECTION 106**

**TOWN AND COUNTRY PLANNING ACT 1990**

- relating to -

**Proposed Development at Branston Locks,  
Burton Upon Trent, Staffordshire**

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THIS AGREEMENT is made as a deed the *11th* day of *April* 2015

1. **PARTIES**

- 1.1 **NURTON DEVELOPMENTS (QUINTUS) LIMITED** whose registered office is situate at Second Floor, 11 Waterloo Street, Birmingham B2 5TB (Company Registration Number 6575823) (the "Owner").
- 1.2 **LLOYDS BANK PLC** whose registered office is situate at 25 Gresham Street, London EC2V 7HN (Company Registration Number 2065) (the "Chargee").
- 1.3 **EAST STAFFORDSHIRE BOROUGH COUNCIL** whose principal office is at The Maltsters, Wetmore Road, Burton upon Trent, Staffordshire DE14 1LS (the "Council").
- 1.4 **STAFFORDSHIRE COUNTY COUNCIL** whose principal office is at Staffordshire Place 2, Stafford ST16 2DH (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 numbered P/2012/ 01467 and registered by the Council on 29 November 2012.
- 2.3 **"the Charge"** means the Legal Charge dated 4 July 2008 made between the Owner (1) and the Chargee (2) by which the Land and Hillside Park became charged with the repayment of certain monies to the Chargee.
- 2.4 **"Commencement of the Development"** means the earliest date upon which any material operations (other than the Access works referred to in Schedule 5) 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 or soil investigations or preparation works;
  - 2.4.2 archaeological investigations or works;
  - 2.4.3 site investigation works (including environmental investigations);
  - 2.4.4 works of demolition of buildings or structures and the removal of foundations and hard standings and levelling the land;
  - 2.4.5 contamination surveys and investigations or remedial work in respect of any contamination or other adverse ground conditions;
  - 2.4.6 diversion and laying of services;
  - 2.4.7 erection of any hoardings and fences or other temporary means of enclosure;
  - 2.4.8 temporary display of site notices or advertisements;
  - 2.4.9 tree protection measures;

2.4.10 stripping out and removal of asbestos and other material from buildings or structures;

2.4.11 the erection of contractors work compounds and site offices.

and **"Commence the Development"** shall be construed accordingly.

2.5 **"County Monitoring Fee"** means the sum of £437.50

2.6 **"the Development"** means the development authorised by the Planning Permission comprising the erection of up to 2500 dwellings (Class C3), up to 92,900 m<sup>2</sup> (1,000,000 sq ft) of employment floorspace (Classes B1, B2 and B8), a local centre providing up to 3776 m<sup>2</sup> (40,000 sq ft) of retail floorspace (Classes A1, A2, A3, A4 and A5), up to 929 m<sup>2</sup> (10,000 sq ft) of health care and associated community uses (Class D1), a residential care home of up to 160 bed spaces (Classes C2 and C3), up to 555 m<sup>2</sup> (6,000 sq ft) of pub and restaurant floorspace (Classes A3 and A4), a primary school, and a hotel of up to 80 bedrooms (Class C1) including the demolition of all existing buildings and structures on site with the exception of the Farmhouse to Lawns Farm, vehicular access connections from Branston Road and Shobnall Road, green infrastructure of public open space, structural landscaping, sustainable urban drainage basins and associated drainage, sports and recreation facilities and a network of walking and cycling routes, and associated infrastructure works and services .

2.7 **"Dwellings"** means all houses, maisonettes, flats, bungalows and all other varieties of accommodation comprised in the Development (but excluding the residential care home and any Extra Care Housing Units) 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 **"Employment Development"** means that part of the Development to be provided for employment use falling with Use Classes B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 (as amended).

2.9 **"the Head of Service (Section 151 Officer)"** means the person the Council shall appoint as the Head of the Department responsible for Planning Services for the time being.

2.10 **"Hillside Park"** means the area of land comprising 27.4 ha or thereabouts (forming part of Battlestead Ridge) abutting the Land and shown for the purposes of identification edged blue on the Site Plan.

2.11 **"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.

2.12 **"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.

2.13 **"the Land"** means the Land shown for the purposes of identification only edged red on the Site Plan known as Branston Locks (formerly known as Lawns Farm), Branston Road, Burton upon Trent, Staffordshire.

- 2.14 **“Occupation”** means beneficial occupation of any part of the Development for any purpose other than the carrying out of the Development but shall not include:
- 2.14.1 daytime occupation by workmen involved in the erection of any part of the Development
  - 2.14.2 the fitting out of any building
  - 2.14.3 the use of any Dwelling for the marketing of the Development or
  - 2.14.4 the use of any building for the storage of plant and materials
- and **“Occupy”** and **“Occupied”** shall be construed accordingly.
- 2.15 **“Planning Permission”** means the planning permission to be granted by the Council pursuant to the Application in substantially the form of the draft annexed to this Agreement AND any planning permission granted pursuant to an application made under section 73 of the Act for a variation of any of the conditions attached to the Planning Permission
- 2.16 **“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 the employer’s agent.
- 2.17 **“Reserved Matters Approval”** means an approval given pursuant to a reserved matters condition and/or any other condition attached to the Planning Permission.
- 2.18 **“Residential Development”** means that part of the Development comprising Dwellings.
- 2.19 **“Satisfaction of the Council”** means to the normal standards of the Council applied elsewhere within their administrative area in respect of similar matters.
- 2.20 **“Satisfaction of the County”** means to the normal standards of the County applied elsewhere within their administrative area in respect of similar matters.
- 2.21 **“the Site Plan”** means Node Urban Design Ltd drawing “S106 PLANNING OBLIGATIONS” reference NURTON-LF-004 Rev.1 annexed hereto.
- 2.22 **“Working Day”** means any day other than a Saturday Sunday Bank or public holiday and 27th to 31st December inclusive in any year.

### 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:
- 3.5.1 **“the Owner”**, and **“the Chargee”**, shall include their respective successors in title and assigns and in the case of **“the Chargee”** shall include any replacement or additional chargee with the benefit of a legal charge over the Land and/or Hillside Park;
- 3.5.2 **“the County”** and **“the Council”** shall include any person or body to whom the statutory functions of those bodies relevant to this Agreement may be transferred delegated or devolved.
- 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 and is registered (in its former name Shoo 402 Limited) as proprietor of it with Title Absolute at The Land Registry under Title Number SF543720 free from incumbrances other than those matters contained or referred to in the Property and Charges Registers of that Title Number at the date of this Agreement.
- 4.2 The Owner also owns the freehold interest in Hillside Park and is also registered (in its former name Shoo 402 Limited) as proprietor of it with Title Absolute at The Land Registry under Title Number SF543720 free from incumbrances other than those matters contained or referred to in the Property and Charges Registers of that Title Number at the date of this Agreement.
- 4.3 The Council is the local planning authority for the purposes of the Act for the Land.
- 4.4 The County is also a local planning authority for the purposes of the Act the Local Highway Authority for the purposes of the Highways Act 1980 (and considers that the Development will necessitate the highway obligations contained in this Agreement) 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 the education obligations for the provision of educational facilities in the vicinity of the Development).
- 4.5 The Owner has by the Application applied to the Council for approval to carry out the Development on the Land.
- 4.6 The Council is satisfied that the Development is such as may be approved by the Council under the Act and its Planning Applications Committee on 20 January 2014 resolved, provided that the Secretary of State decided not to call in the Application for his own

determination, to grant the Planning Permission (subject to conditions) subject to the Owner giving the obligations in this Agreement.

4.7 By letter dated 3 March 2014 the Council was notified that the Secretary of State had decided not to call in the Application.

**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 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 and in respect of the obligations contained in Schedules 5 to 7 are enforceable by the County as a local planning authority.

5.3 Subject to clauses 5.4, 5.5, 5.6, 5.7 and 9 the Owner covenants with the Council to the intent that the planning obligations in this Agreement relating to the Land 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 it 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 and likewise subject to clauses 5.4, 5.5, 5.6, 5.7 and 9 the Owner covenants with the Council to the intent that the planning obligations in this Agreement relating to Hillside Park 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 it to Hillside Park 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 and relating to the Land after they shall have parted with all interest in the Land or the part of the Land 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 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 and relating to Hillside Park after they shall have parted with all interest in Hillside Park or the part of Hillside Park 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.

5.6 No statutory undertaker or other service provider 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, pumping station, or other facility for the provision of services.

- 5.7 Apart from those contained in Schedule 7 the covenants contained in this Agreement shall not be enforceable against individual purchasers or lessees of Dwellings constructed on the Land pursuant to the Planning Permission save to the extent that paragraphs 2.4.1 to 2.7.7 of Schedule 2 (inclusive) are applicable.
- 5.8 The covenants contained in Schedules 5 to 7 are also enforceable by the County to the same extent as mentioned in 5.3.
- 5.9 If the Planning Permission expires (within the meaning of Sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn or ceases to exist before Commencement of the Development, this Agreement shall forthwith determine and cease to have effect.
- 5.10 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.
- 5.11 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. **CONDITION PRECEDENT**

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

## 7. **OBLIGATIONS**

- 7.1 The Owner, the County and the Council further covenant, agree and declare in respect of the Land and Hillside Park as set out in the Schedules.
- 7.2 The Council agrees with the Owner to grant the Planning Permission as soon as is reasonably practicable after completion of this Agreement.

## 8. **COSTS**

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 and also to the County the County Monitoring Fee.

## 9. **THE CHARGE**

The Chargee for itself and its successors in title consents to the Owner entering into this Agreement and acknowledges and declares that the Land and Hillside Park shall be bound by the obligations contained in this Agreement PROVIDED THAT the Chargee shall otherwise have no liability under this Agreement unless it takes possession of the Land or Hillside Park as mortgagee in possession in which case it too shall be bound by the obligations as if it were a person deriving title from the Owner.

## 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 and 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. DISPUTES**

12.1 Unless otherwise specified where any agreement consent or approval or expression of satisfaction is to be obtained from any party under the terms of this Agreement the parties hereby agree that the same shall not be unreasonably withheld or delayed

12.2 Any dispute or difference between the parties as to any matter under or in connection with this Agreement shall be submitted for the determination of an expert and the following provisions of this clause apply to any submission and to any other matter required to be dealt with by an expert.

12.3 The expert shall be appointed by the parties to the dispute or difference jointly or in default of agreement within 10 clear working days after any party has given to the others a written request requiring the appointment of an expert by the President of The Law Society (or by his deputy) on the request of any party who shall appoint an independent chartered surveyor or other person qualified in the discipline that the President (or deputy) deems appropriate for the dispute or difference in question:

12.4 The expert so appointed must:

12.4.1 act as an expert and not as an arbitrator;

12.4.2 afford the parties the opportunity within reasonable time limits to make representations to him;

12.4.3 inform each party of the representations of the others;

12.4.4 afford each party the opportunity within reasonable time limits to make submissions to him on the representations of the others; and

12.4.5 notify the parties of his decision with reasons as quickly as practicable;

12.5 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert.

12.6 The expert's determination is to be conclusive and binding on the parties except:

12.6.1 where there is a manifest error;

12.6.2 and/or on a matter of law.

13. **OTHER MATTERS**

- 13.1 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.
- 13.2 Payment of any money under this Agreement shall be made by sending the full amount payable in the form of a Banker's Draft or Solicitors' client account cheque or electronically (BACS) 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.
- 13.3 This Agreement shall be registered as a Local Land Charge by the Council.
- 13.4 The Council will upon the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

**IN WITNESS** 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 Service (Section 151 Officer) 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 first 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 first 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 Affordable Rent Housing Units and/or Intermediate Housing Units.

**“Affordable Housing Unit”** means an Affordable Rent Housing Unit or an Intermediate Housing Unit and reference to “Affordable Housing Units” shall be construed accordingly.

**“Affordable Housing Sum”** means a sum (calculated in accordance with the policies of the adopted development plan and the relevant adopted Supplementary Planning Document applicable at the time or as may be otherwise agreed) for commuted payment in lieu of on-site Affordable Housing in the Phases of the Development beyond the first 1250 Dwellings.

**“Affordable Rent 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 “Affordable Rent 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 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.

**“Initial Affordable Housing Sum”** means the sum of £41,900 multiplied by the number of Affordable Housing Units for which a commuted payment is to be made hereunder in lieu of on-site Affordable Housing forming part of the first 1250 Dwellings (namely £1,298,900 in lieu of 31 on-site Affordable Housing Units unless otherwise agreed with the Council).

**“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.

**“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 Branston.

**“Phase”** in this schedule means a part of the Development for which a Reserved Matters application is proposed to be submitted or has been submitted and approved for the numbers, design and location of Dwellings on an area forming part of the Land with the proviso that in the case of Phases beyond the first 1250 Dwellings each Phase means (unless otherwise agreed in writing by the Council) the area forming part of the Land in respect of which such Reserved Matters approval has been granted and first implemented notwithstanding that the Affordable Housing Scheme for a Phase may be revised and agreed in writing by the Council and that the numbers, design and/or location of the Dwellings in a Phase may be amended or revised by one or more later Reserved Matters approvals.

**“Registered Provider of Social Housing”** means a registered provider 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)) or other appropriate affordable housing provider or manager or other body approved by the Council.

**“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.

**“Substantially Complete/Substantial Completion”** means that Dwellings are sufficiently complete for occupation for their intended use except for minor defects.

## 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 section 4 of this Schedule.

## 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 Provision**

2.1.1 In respect of the first 1250 Dwellings for which applications for Reserved Matters approval of the numbers, design and location of Dwellings are submitted the Owner shall provide 10% as Affordable Housing Units or commuted payment in lieu as follows:

2.1.1.1 2.48% (equivalent to 31 Affordable Housing Units) (or such lower percentage and equivalent number of Affordable Housing Units as may be agreed in writing with the Council) shall be provided by the Owner paying the Initial Affordable Housing Sum as a commuted payment in lieu of on-site Affordable Housing.

2.1.1.2 Not to Occupy more than 825 of those 1250 Dwellings (or such greater number as the Council may in its absolute discretion agree in writing) unless the Owner has paid the Initial Affordable Housing Sum to the Council.

2.1.1.3 7.52% (or such higher percentage as necessary to bring the total to 10% in the event of agreement with the Council to provide a percentage lower than 2.48% by a commuted payment) shall be provided as on-site Affordable Housing on the Land in accordance with the following provisions.

2.1.1.4 The number of Affordable Housing Units to be provided in each of the Phases for the first 1250 Dwellings shall be at the discretion of the Owner SUBJECT ALWAYS to the requirements that overall:

(A) 5% of the first 500 of those Dwellings shall be Affordable Housing Units and

(B) Not less than 7.52% of those 1250 Dwellings shall be Affordable Housing Units and

(C) Affordable Housing shall be dispersed so that no more than 30% of the Dwellings permitted or built in a Phase shall be Affordable Housing Units.

2.1.1.5 Before submitting any application for Reserved Matters approval of the numbers, design and location of the Dwellings in any Phase of the Residential Development for those first 1250 Dwellings that is to include Affordable Housing Units the Owner shall submit to the Council and obtain the Council's written approval of an Affordable Housing Scheme (or a revised Affordable Housing Scheme) for that Phase (such approval not to be unreasonably withheld or delayed) which shall identify the mix of Affordable Rent Housing Units and

Intermediate Housing Units and the size and type of those Affordable Housing Units to be provided in that Phase to meet need in accordance with the policies of the adopted development plan and the relevant adopted Supplementary Planning Document applicable at that time.

2.1.1.6 The Owner shall designate in the application for Reserved Matters approval of the numbers, design and location of the Dwellings in each Phase of the Residential Development for those first 1250 Dwellings which of those Dwellings (if any) shall be Affordable Rent Housing Units and Intermediate Housing Units by type, size and plot in accordance with the approved Affordable Housing Scheme for that Phase.

2.1.2 In respect of all Phases of the Residential Development beyond the first 1250 Dwellings pursuant to paragraph 2.1.1 the following terms shall apply to the provision of Affordable Housing:

2.1.2.1 Before submitting any application for Reserved Matters approval of the numbers, design and location of the Dwellings in any Phase of the Residential Development beyond those first 1250 Dwellings, the Owner shall submit to the Council and obtain the Council's written approval of an Affordable Housing Scheme (or a revised Affordable Housing Scheme) for that Phase (such approval not to be unreasonably withheld or delayed) and each Affordable Housing Scheme shall identify the amount of Affordable Housing for that Phase including the mix of Affordable Rent Housing Units and Intermediate Housing Units and the size and type of the Dwellings to comprise the Affordable Housing Units (and where applicable the Affordable Housing Sum for that Phase) in accordance with the policies of the adopted development plan and the relevant adopted Supplementary Planning Document applicable at that time and having regard also where not already provided for therein to (1) the Council's up-to date affordable housing evidence base and evidence on needs (2) the availability of grant funding and (3) viability PROVIDED ALWAYS that notwithstanding the said policies and other factors identified above in this paragraph 2.1.2.1:

(D) in respect of the Affordable Housing Scheme for any of these Phases the Owner shall be entitled to limit the number of on-site Affordable Housing Units to whichever is the lower of (i) 75% of the number determined as appropriate pursuant to the abovementioned policies and other factors and (ii) 13% of the number of Dwellings in that Phase, and in lieu of such number of Affordable Housing Units as shall not be provided on-site it shall pay an Affordable Housing Sum

- (E) the level of Affordable Housing required to be provided in respect of the first 1250 Dwellings to be constructed on the Land shall be disregarded.

2.1.2.2 The Owner shall designate in the Reserved Matters Application for approval of the numbers, design and location of the Dwellings in each Phase which of those Dwellings shall be Affordable Rent Housing Units and Intermediate Housing Units by type, size and plot in accordance with the approved Affordable Housing Scheme for that Phase.

2.1.2.3 Where applicable the Owner shall pay the Affordable Housing Sum for that Phase to the Council in accordance with the approved Affordable Housing Scheme.

2.1.2.4 The Affordable Housing Units shall be provided in accordance with the Affordable Housing Scheme applicable to the Phase as approved by the Council or with any variations thereto approved in writing by the Council subject to the following provisions:

- (A) in the event of no Registered Provider of Social Housing entering into a binding contract for transfer of any of the Affordable Rent Housing Units that are to be provided in accordance with the approved Affordable Housing Scheme for a particular Phase within a reasonable period following marketing by the Owner on terms and for a duration accepted and confirmed in writing by the Council as reasonable to the circumstances the content of the said Affordable Housing Scheme shall be subject to renegotiation between the Owner and the Council and revised accordingly
- (B) in the event of the Owner and the Council agreeing to revise the content of an Affordable Housing Scheme and no Registered Provider of Social Housing entering into a binding contract for transfer of any of the Affordable Rent Housing Units that are to be provided in accordance with the revised Affordable Housing Scheme within a reasonable period following marketing by the Owner on terms and for a duration accepted and confirmed in writing by the Council as reasonable to the circumstances, the restrictions in clause 2.2.4, 2.2.5 2.3.1 shall not apply in respect of those Affordable Rent Housing Units, and at the option of the Owner of that part of the Land in that phase the Owner may
- (C) either pay the Affordable Housing Sum in lieu of any of those Affordable Rent Housing Units or provide an Intermediate Housing Unit in place of any of those Affordable Rent Housing Units.



- 2.1.3 Prior to occupation of each Intermediate Housing Unit to notify the Head of Regulatory Services in writing of the designation by the Owner at its absolute discretion as either a Shared Ownership Housing Unit or a Rent to Shared Ownership Housing Unit or a Discounted Sale Housing Unit.
- 2.1.4 To inform the Council when each phase of the Development is Substantially Complete.
- 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 unless otherwise agreed in writing by the Council.
  - 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 Occupy more than 50% of the Market Housing Units on each Phase unless 50% of the Affordable Housing Units to be provided on that Phase have been constructed to Practical Completion.
  - 2.2.5 Not to Occupy more than 75% of the Market Housing Units on each Phase unless 75% of the Affordable Housing Units to be provided on that Phase have been constructed to Practical Completion
- 2.3 **Occupation of Housing**
  - 2.3.1 Not to Occupy more than 80% of the Market Housing Units in any Phase unless all the Affordable Housing Units in that Phase 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 Occupy any Affordable Housing Unit unless it has been let as an Affordable Rent 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 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.

2.4.4 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 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, 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 is as defined in an Agreement made under section 106 of the Town and Country Planning Act 1990 on **14<sup>th</sup> April** 2015 between **(1) NURTON DEVELOPMENTS (QUINTUS) LIMITED** and **(2) LLOYDS BANK PLC** and **(3) East Staffordshire Borough Council** and **(4) 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.

## **2.6 Affordable Rent Housing Units**

- 2.6.1 Not to permit the occupation of an Affordable Rent Housing Unit other than at a rent (including service charges) of no more than 80% of the Market Rent (including service charges).

## **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 net 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.
- 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.

**3. PROVISOS**

3.1 The obligations in this schedule shall not be binding on:

3.1.1 any present or future mortgagee of the Affordable Housing Units who shall have first complied with the Chargee's Duty; or

3.1.2 any receiver appointed by such a mortgagee or chargee; or

3.1.3 a tenant or other occupier of an Affordable Rent Housing Unit or a Rent to Shared Ownership Housing Unit who has exercised a statutory right to buy or to acquire the freehold or the whole of the leasehold estate of that Affordable Rent Housing Unit or Rent to Shared Ownership Housing Unit; or

3.1.4 a person who has staircased under a shared ownership lease of a Shared Ownership Housing Unit to acquire the freehold of the said Housing unit or a mortgagee or chargee of such a Shared Ownership Housing Unit; or

3.1.5 any person deriving title from any such person as is mentioned in 3.1.1 to 3.1.4 (inclusive) above.

**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 Service (Section 151 Officer) of its intention to dispose and the notice must make specific reference to this Deed and:

4.2 If the Head of Service (Section 151 Officer) 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 all reasonable endeavours to secure such transfers, and

4.3 If the Head of Service (Section 151 Officer) 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 section 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 COVENANTS**

The Council covenants with the Owner that:

5.1 Each Affordable Housing Sum shall be used by the Council to alleviate housing need within Inner Burton or elsewhere within the Borough of East Staffordshire. In the event that the

whole or any part of an Affordable Housing Sum has not been expended within five years of receipt of that sum then the Council shall return the same to the person who paid the sum together with interest credited at the Local Authority seven day deposit 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 3

### Green Infrastructure

#### (National Forest, Hillside Park and Open Space)

#### 1. DEFINITIONS – National Forest And Hillside Park

- 1.1 **“the Forest Area”** means those areas of the Land amounting to 32.23 ha or thereabouts to be provided as part of the Open Space as existing and proposed woodland, trees and related landscaping in the general configuration shown on the Illustrative Strategic Green Infrastructure and Forest Area Plan (but indicatively shown as to location, size and boundaries of the areas and the typology thereon) and to be definitively identified pursuant to Reserved Matters Approval as to be landscaped and planted in accordance with the National Forest Scheme.
- 1.2 **“the Hillside Park Scheme”** means a scheme which has been approved by the Council for additional planting of trees in Hillside Park (which shall be mainly a mix of trees which are native to Great Britain and which will contribute to the National Forest planting serving the Development in accordance with the Council’s policy requirements) that contains the information set out in paragraphs 4.1 and 4.2 of this Schedule and also for the provision of country park type facilities (which may include improved walks, cycle routes, picnic areas and information signage) in Hillside Park.
- 1.3 **“the Hillside Park Works”** means all the works required to implement the Hillside Park Scheme.
- 1.4 **“the Illustrative Strategic Green Infrastructure and Forest Area Plan”** means the Nigel Cowlin Limited drawing “STRATEGIC GI AND FOREST AREA PLAN” reference NC13.115-S008a annexed hereto.
- 1.5 **“the National Forest Scheme”** means a scheme for landscaping and planting trees (which shall be mainly a mix of trees which are native to Great Britain) and for the beneficial management and use of existing trees and related landscaping in the Forest Area or in respect of one or more areas of the Forest Area which contains the information set out in paragraphs 4.1 and 4.2 of this Schedule and has been approved by the Council.
- 1.6 **“the National Forest Works”** means all works required to implement and complete the landscaping and tree planting in accordance with the National Forest Scheme.

#### 2. DEFINITIONS - Open Space

- 2.1 **“the Additional Works”** means the works to be completed in respect of the equipment and safety features comprising the approved Play Equipment in accordance with the reasonable requirements of the Head of Service (Section 151 Officer) for making the equipment and safety features conform with the approved Play Equipment and safe and fit for use.
- 2.2 **“the Adoption Conditions”** mean:
- 2.2.1 the completion of all remedial works required by a notice given by the Council to the Owner in respect of an area of the Open Space under Paragraph 2.22 (if any) to the Satisfaction of the Council; and

- 2.2.2 the Commuted Sum in respect of an area of the Open Space has been paid to the Council by the Owner pursuant to Paragraph 2.30.2.
- 2.3 **“the Approved Landscaping and Public Open Space Scheme”** means the scheme (in accordance with the Leisure and Community Facilities Chapter of the East Staffordshire Local Plan prior to the date of this Agreement) approved by the Council pursuant to Reserved Matters Approval for that part of the Open Space (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 where applicable 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 that part of the Open Space and/or the Play Areas for adoption purposes) and shown in the plans and specifications to be submitted and approved as part of Reserved Matters Approval.
- 2.4 **“the Commuted Sum”** means the sum agreed between the Owner and the Council in writing as their reasonable estimate of the reasonable cost of maintenance to the Satisfaction of the Council for a period of 15 years of the relevant area of the Open Space or (if applicable) Hillside Park using for guidance but not binding on the parties the Council’s Parks and Open Space Bill of Quantities (Branston Locks Calculation) as regards occasions and unit rates or such updated guidance used by the Council at the time for making the estimate.
- 2.5 **“Management Company”** means a private limited company:
- which is incorporated in England and Wales or Scotland
  - which has its registered office in England or Wales or Scotland
  - whose members are limited to owners of the Land or a part of it
  - whose objects permit the company (inter alia) to implement any scheme for the management and maintenance of areas of the Open Space, areas of the Forest Area and Hillside Park.
- 2.6 **“Open Space”** means the piece or pieces of land (including Forest Area) to be dedicated as such for use by the public the location of which within the Land is to be approved by the Council through Reserved Matters Approval.
- 2.7 **“Open Space Strategy”** means a strategy approved pursuant to or in conjunction with Reserved Matters Approval in respect of the Strategic Green Infrastructure which inter alia relates to:
- general location
  - area
  - extent of National Forest Planting
  - a programme for delivery
  - maintenance
- 2.8 **“Play Area”** means the area or areas to be dedicated to the public the location of which within the Land is to be approved by the Council pursuant to Reserved Matters Approval.

- 2.9 **“Play Equipment”** means all equipment and safety features identified on a schedule submitted by the Owner to the Council and approved by the Council pursuant to Reserved Matters Approval.
- 2.10 **“the Practical Completion Date”** in respect of any area of Open Space shall be the earlier of the following dates:
- 2.10.1 The date being four weeks after the date the Owner notifies the Head of Service (Section 151 Officer) of the completion of the works required by the Approved Landscaping and Public Open Space Scheme to be carried out upon that area of 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.
- 2.10.2 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 that area of the Open Space and/or the Play Area have been completed to the Satisfaction of the Council.
- 2.11 **“the Satisfactory Maintenance Date”** means in respect of any area of the Open Space and/or the Play Area to which Option A2 applies the earlier of the following dates:
- 2.11.1 The date being four weeks after the date the Management Company has notified the Head of Service (Section 151 Officer) that it wishes Option A2 to apply to that area PROVIDED THAT the Council has not within such four week period notified the Management Company of any works which the Council reasonably considers are necessary to make that area of the Open Space and/or the Play Area comply with the approved management scheme for that area to the Satisfaction of the Council
- 2.11.2 The date when the Council notifies the Management Company that the works reasonably considered necessary to make that area of the Open Space and/or the Play Area comply with the approved management scheme for that area have been completed to the Satisfaction of the Council.
- 2.12 **“Strategic Green Infrastructure”** means the areas of amounting to 41.5 ha or thereabouts to be provided on the Land as strategic green infrastructure (which shall be Open Space that in part includes Forest Area) that will be the principal areas of public open space to be provided on the Land (but not incidental areas of open space or play areas to be provided within built development plots on the Land) in the general configuration shown on the Illustrative Strategic Green Infrastructure and Forest Area Plan (but indicatively shown as to location, size and boundaries of the areas and the typology thereon).

### 3. **PLANNING OBLIGATIONS – Hillside Park**

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

- 3.1 Not to Commence the Hillside Park Works without having first submitted to and obtained the approval of the Council in writing to the Hillside Park Scheme.



- 3.2 Unless otherwise agreed in writing with the Council not to Occupy more than 1750 Dwellings unless it has completed the Hillside Park Works to the Satisfaction of the Council in accordance with the Hillside Park Scheme.
- 3.3 Unless otherwise agreed in writing with the Council not to Occupy more than 1750 Dwellings unless it has made arrangements for the future management and maintenance of Hillside Park (which may relate to adoption of Hillside Park by the Council or transfer of Hillside Park to a Management Company or to another body approved by Council) and obtained the approval of the Head of Service (Section 151 Officer) in writing to such arrangements (“the Approved Hillside Park Management Scheme”).
- 3.4 After completion of the Hillside Park Works, to maintain and manage thereafter the woodland within it in accordance with good woodland management and the Approved Hillside Park Management Scheme to the Satisfaction of the Council.

**4. PLANNING OBLIGATIONS – OPEN SPACE INCLUDING FOREST AREAS**

- 4.1 Not to Commence the Development without having first submitted to and obtained the approval of the Council in writing to the Open Space Strategy.
- 4.2 To provide the Strategic Green Infrastructure in stages in accordance with the programme for delivery in the Open Space Strategy and in accordance with the timing requirements of Reserved Matters Approval PROVIDED THAT in the event that the said programme in the Open Space Strategy identifies limits on the number of Dwellings that may be Occupied until completion of specified areas of the Strategic Green Infrastructure the Owner hereby agrees that not more than the relevant number of Dwellings applicable as the limit in relation to a particular area of the Strategic Green Infrastructure shall be Occupied until completion of that area of the Strategic Green Infrastructure.
- 4.3 Before commencing the carrying out of any works for the provision of any of the Strategic Green Infrastructure on any part of the Open Space to apply for and obtain from the Council an Approved Landscaping and Public Open Space Scheme for that part of the Open Space and (where applicable) apply for and obtain an approval of the National Forest Scheme in respect of any Forest Area on that part of the Open Space.
- 4.4 The provisions of paragraphs 2.9, 2.11-2.14, and 2.16-2.32 of this Schedule shall apply to the Strategic Green Infrastructure and the provisions of paragraphs 2.9-2.17 and 2.21-2.32 of this Schedule shall apply to any incidental areas of Open Space required to be provided pursuant to Reserved Matters Approval by the developers of built development plots of the Residential Land [or of the Employment Land] in order to serve the occupiers of the respective built development plots.
- 4.5 To provide each of the areas of the Open Space, and where applicable the Play Area and the Play Equipment, on parts of the Land in accordance with the Approved Landscaping and Public Open Space Scheme for that area and (in the case of Forest Area) in accordance with the National Forest Scheme.
- 4.6 Prior to or concurrently with any application for Reserved Matters Approval relating to construction of the Dwellings in any development plot of the Residential Development to apply for an Approved Landscaping and Public Open Space Scheme as a Reserved Matters Approval relating to the incidental (non-strategic) areas of Open Space and the Play Area in that development plot 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 Service (Section 151 Officer).

- 4.7 Unless otherwise agreed in writing by the Council under or in connection with arrangements forming part of the Open Space Strategy or under Reserved Matters Approval whereby there is a limit on the number of Dwellings that may be Occupied until completion of the relevant area of the Strategic Green Infrastructure, prior to the commencement of works comprised in any Approved Landscaping and Public Open Space Scheme for an area of Open Space or comprised in the National Forest Works for that area of Open Space 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 Service (Section 151 Officer)) the cost of providing the Open Space, and where applicable the Play Area and the Play Equipment, including where applicable the National Forest Works, for that area of Open Space.
- 4.8 To identify clearly the location of the Open Space, the Play Area and the Play Equipment in respect of which there is an Approved Landscaping and Public Open Space Scheme on each of the following documents:
- 4.8.1 The marketing literature given to members of the public enquiring about any of the Dwellings.
- 4.8.2 Any plan of the Land displayed in any sales office or estate agents office marketing any of the Dwellings.
- 4.8.3 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.
- 4.9 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.
- 4.10 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.
- 4.11 Before the occupation of any of the Dwellings immediately adjacent to or adjoining an area of incidental Open Space or Play Area, (but subject to any contrary programme in the Open Space Strategy) 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.
- 4.12 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.
- 4.13 In carrying out any landscaping works required under this Agreement to comply with the technical requirements of the Council contained in the Approved Landscaping and Public Open Space Scheme.

- 4.14 Prior to completion of the Forest Area Works on any Open Space to make arrangements for the future management and maintenance of that part of the Forest Area and to obtain the approval of the Head of Service (Section 151 Officer) to such arrangements ("the Approved Forest Area Management Scheme").
- 4.15 To complete the National Forest Works on any area of the Open Space to the Satisfaction of the Council in accordance with the National Forest Scheme.
- 4.16 After completion of the National Forest Works on any area of the Open Space, to maintain and manage thereafter the woodland within it in accordance with good woodland management and the Approved Forest Area Management Scheme to the Satisfaction of the Council.
- 4.17 Within 14 days of completion of the works required by the Approved Landscaping and Public Open Space Scheme and (where applicable) by the National Forest Scheme to be carried out on an area of the Open Space and/or the Play Area, to notify the Head of Service (Section 151 Officer) in writing of the same in order that an inspection may be carried out.
- 4.18 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.
- 4.19 Immediately prior to the commencement of installation of the Play Equipment, the Owner shall give written notice of such commencement to the Head of Service (Section 151 Officer).
- 4.20 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 and in the case of a Play Area on an area of incidental Open Space before the occupation of any of the Dwellings immediately adjacent to or adjoining the Open Space or the Play Area.
- 4.21 When the Owner is of the opinion that the installation of the Play Equipment has been completed in accordance with Paragraph 2.24 hereof the Owner shall give written notice to the Head of Service (Section 151 Officer) in order that an inspection may be carried out.
- 4.22 If in the reasonable opinion of the Head of Service (Section 151 Officer) 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.
- 4.23 When the Owner is of the opinion that the Additional Works are complete he shall give written notice to the Head of Service (Section 151 Officer) in order that a further inspection may be carried out.
- 4.24 To permit the Head of Service (Section 151 Officer) and those authorised by him access to the Land or any part thereof but only to the extent necessary 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 5.1 hereof.

4.25 Within four weeks of the Practical Completion Date the Owner shall elect by notice in writing counter-signed by Nurton Developments (Quintus) Limited (if not at that time the Owner making the election) to signify its agreement to the election (unless it no longer has an interest in any part of the Land) given to the Head of Service (Section 151 Officer) to either:

4.25.1 transfer that area of the Open Space and/or the Play Area to the Council for future maintenance ("**Option A**"); or

4.25.2 transfer that area of the Open Space and/or the Play Area to the Management Company ("**Option B**");

PROVIDED ALWAYS THAT if an election is made for Option A, that election may exclude the Forest Area that is within that area of Open Space from Option A and instead elect for Option B to apply to that Forest Area AND if an election is made for Option B, that election may exclude the Forest Area that is within that area of Open Space from Option B and instead elect for Option A to apply to that Forest Area

AND FURTHER PROVIDED THAT where an election has been made for the transfer of any area of the Open Space and/or the Play Area to the Management Company so that Option B has applied the Management Company shall be entitled at a later date to notify the Head of Service (Section 151 Officer) in writing counter-signed by Nurton Developments (Quintus) Limited to signify its agreement to the notification (unless it no longer has an interest in any part of the Land) (the notification accompanied by a plan if necessary to identify the relevant area) that it wishes to transfer that area or part of that area to the Council for future maintenance ("**Option A2**") and paragraph 2.32 shall apply to that area or part.

4.26 In the event that Option A applies:

4.26.1 to maintain the Open Space and/or the Play Area 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;

4.26.2 within eight 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 in accordance with paragraph 6.

4.27 In the event that Option B applies:

4.27.1 to submit a management scheme for the Open Space and/or the Play Area to the Council for approval in writing;

4.27.2 to put into effect the approved management scheme (or such amended scheme as the Council may approve in writing from time to time) for the purposes of thereafter maintaining the Open Space and/or the Play Area;

4.27.3 to transfer the Open Space and/or the Play Area to the Management Company for nil consideration and subject to covenants that the Management Company shall thereafter:

- 4.27.4 maintain the Open Space and/or the Play Area in accordance with the approved management scheme; and
  - 4.27.5 save for temporary closures during the carrying out of maintenance works or on health and safety grounds, allow access to the Open Space and/or the Play Area free of charge to members of the public at all times for the purpose of recreation and play.
- 4.28 In the event that Option A2 applies to an area of the Open Space and/or of the Play Area:
- 4.28.1 the Management Company will continue to maintain that area of the Open Space and/or the Play Area until adoption by the Council for use by the general public as open space and during such period will replace any dead, diseased or dying plants and trees within the Open Space and/or the Play Area;
  - 4.28.2 within eight weeks of the Satisfactory Maintenance Date the Management Company will 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 that area of the Open Space, the Play Area and the Play Equipment and will offer that area of the Open Space, the Play Area and the Play Equipment to the Council for adoption in accordance with paragraph 6.

#### **National Forest and Hillside Park**

### **5. THE COUNCIL'S OBLIGATIONS**

- 5.1 The Council shall not unreasonably withhold or delay its approval to any proposal submitted to it as a National Forest Scheme ("the Scheme") or as the Hillside Park Scheme or to the arrangements for the future management and maintenance of the Forest Area or to the future management and maintenance of Hillside Park.
- 5.2 The Council agrees not to accept a notice of election pursuant to paragraph 2.29 or a notification pursuant to the further proviso to paragraph 2.29.2 unless it has been counter-signed by Nurton Developments (Quintus) Limited in accordance with those paragraphs.

### **6. 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:

- 6.1 The Scheme and the Hillside Park 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 or the Hillside Park Scheme as the case may be and shall be in compliance with the technical requirements of the Council contained in the East Staffordshire Open Space SPD and the East Staffordshire Design Guide (current at the date hereof).
- 6.2 The Scheme and the Hillside Park Scheme shall contain estimates of the length of time to be taken for the completion of the Works.
- 6.3 The Owner shall inform the Head of Service (Section 151 Officer) in writing when it considers that the National Forest Works pursuant to the Scheme have been completed

and (separately) when it considers that the Hillside Park Works pursuant to the Hillside Park Scheme have been completed. The Head of Service (Section 151 Officer) will then inform the Owner in writing within four weeks whether or not those National Forest Works or Hillside Park Works have been completed to the Satisfaction of the Council in consultation with the National Forest Company. If he does not inform the Owner within four weeks as aforesaid then the Owner shall be entitled to regard those National Forest Works or Hillside Park Works as being completed to the Satisfaction of the Council. If the Head of Service (Section 151 Officer) is not satisfied that those National Forest Works or Hillside Park Works are completed he shall inform the Owner in writing what works are required to complete those National Forest Works or Hillside Park Works and (subject to the entitlement of the Owner to refer any issue as to what works if any are reasonably required for the National Forest Works or the Hillside Park Works to be completed to the Satisfaction of the Council pursuant to clause 12.2 hereof) the Owner shall carry out such works or the works as determined by the expert.

- 6.4 If those National Forest 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 (having first given the Owner reasonable notice and a reasonable opportunity to remedy any failure to progress the Works) enter the Land and complete those National Forest Works and the Council may utilise the sum of money deposited with the Council, or the Bond, towards the cost of completing those National Forest 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.
- 6.5 Upon completion of those National Forest Works to the Satisfaction of the Council, the Council shall forthwith release the balance of any monetary deposit or bond to the Owner.
- 6.6 If in the reasonable opinion of the Head of Service (Section 151 Officer) part of the Forest Area has not been maintained or managed in accordance with the principles of good woodland management or the Approved Management Scheme 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).

#### **Open Space and Landscaping**

### **7. THE COUNCIL'S OBLIGATIONS**

The Council hereby agrees that:

- 7.1 In the event Option A or Option A2 applies to any area of the Land, as soon as all of the Adoption Conditions in respect of that area have been satisfied the Council will maintain that 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 that Open Space and Play Area.
- 7.2 As soon as is practical after receipt of the Owner's notice referred to in Paragraph 2.25 (but in any event within 1 month of receipt of such notice) the Head of Service (Section 151 Officer) 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.

7.3 As soon as is practical after receipt of the Owner's notice or notices referred to in Paragraphs 2.27 and 2.29 the Head of Service (Section 151 Officer) shall carry out an inspection and where Option A or Option A2 applies if he is satisfied with the Play Equipment then the Council shall immediately thereafter adopt and maintain the said Play Equipment.

8. **TRANSFER**

8.1 The Council and the Owner hereby agree pursuant to Section 120 of the Local Government Act 1972 and every other power enabling (where Option A or Option A2 applies) 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:

8.1.1 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 (insofar as available) 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

8.1.2 the Owner shall furnish the Council with such copies abstracts and evidence (if any and insofar as available) 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.

8.2 It is agreed between the parties hereto that this Paragraph 6 is not made pursuant to Section 106 of the Town and Country Planning Act 1990 and is not a planning obligation.

## SCHEDULE 4

### Sport & Recreation, Community Hall and Canal Towpath Facilities

#### 1. DEFINITIONS

- 1.1 **"Canal Towpath Contribution"** means the sum of £100,000 Index linked to be paid to the Council in two equal instalments of £50,000 Index Linked.
- 1.2 **"Canal Towpath Works"** means works to improve the existing towpath alongside the eastern side of the canal between (a) the nearest bridge over the canal to the south of the A38 bridge (in the approximate position shown on the Illustrative Masterplan) proposed to be constructed to connect the two parts of the Land on either side of the canal and (b) the point at which the existing towpath joins the path running into Waterside Court and connecting with Third Avenue on Centrum 100 as shown for illustrative purposes on the Canal Towpath Works Plan.
- 1.3 **"the Canal Towpath Works Plan"** means the drawing by Node Urban Design entitled "Canal Towpath Works" dated 04.07.2013 annexed to this Agreement.
- 1.4 **"the Illustrative Masterplan"** means Node Urban Design Ltd drawing reference NURTON-LF-003 Rev.3 annexed hereto.
- 1.5 **"the Junior Football Pitch Facilities"** means two junior football pitches with associated car parking laid out on the Land in accordance with Reserved Matters Approvals.
- 1.6 **"the Rugby Club/Tatenhill Sports Hub Contribution"** means the sum of £250,000 Index Linked.
- 1.7 **"the Rugby Club Works"** means works to provide an access, two rugby pitches, floodlighting and temporary changing rooms and any other relevant works at Burton Rugby Football Club's proposed Tatenhill Sports Hub at its site to the south of the Land.
- 1.8 **"the Shobnall Leisure Centre Contribution"** means the sum of £200,000 Index Linked.
- 1.9 **"the Shobnall Leisure Centre Facilities"** means new or improved changing rooms and/or general facility improvements at Shobnall Leisure Centre.

#### 2. PLANNING OBLIGATIONS

- 2.1 The Owner covenants with the Council with the intent that this is a planning obligation for the purposes of Section 106 of the Act:
- 2.2 Not to allow or permit Occupation of any Dwelling unless the Owner has paid the Rugby Club/Tatenhill Sports Club Contribution to the Council.
- 2.3 Not to allow or permit Occupation of any Dwelling unless the Owner has paid the Shobnall Leisure Centre Contribution to the Council.
- 2.4 Not to allow or permit Occupation of more than 2000 Dwellings unless and until the Owner has laid out the Junior Football Pitch Facilities (which shall form part of the Open Space pursuant to Schedule 3) on the Land and the Council has certified that the Junior Football Pitch Facilities are fit and ready for use (weather conditions permitting).



- 2.5 Not to allow or permit Occupation of more than 1150 Dwellings unless and until the Owner has provided a community meeting room for use by Branston Parish Council in the local centre forming part of the Development or at the primary school forming part of the Development.
- 2.6 Not to allow or permit Occupation of more than 1150 Dwellings unless and until the Owner has paid the first instalment of the Canal Towpath Contribution to the Council PROVIDED ALWAYS that paragraph 2.8 shall apply in place of this paragraph in the event that the aforementioned proposed bridge over the canal to the south in the approximate position shown on the Illustrative Masterplan has not been constructed by the date of Occupation of 1150 Dwellings.
- 2.7 Not to allow or permit Occupation of more than 1750 Dwellings unless and until the Owner has paid the second instalment of the Canal Towpath Contribution to the Council PROVIDED ALWAYS that paragraph 2.8 shall apply in place of this paragraph in the event that the aforementioned proposed bridge over the canal to the south in the approximate position shown on the Illustrative Masterplan has not been constructed by the date of Occupation of 1750 Dwellings.
- 2.8 Where this paragraph applies pursuant to the Proviso in paragraph 2.6 and/or the Proviso to paragraph 2.7 the relevant instalment shall be paid on practical completion of the bridge referred to therein.

### **3. THE COUNCIL'S OBLIGATIONS**

The Council covenants with the Owner:

- 3.1 To apply the Rugby Club/Tatenhill Sports Hub Contribution (either directly or by ensuring it is applied by Burton Rugby Football Club) towards the provision of some or all of the Rugby Club Works and for no other purpose.
- 3.2 To apply the Shobnall Leisure Centre Contribution to the provision of the Shobnall Leisure Centre Facilities and for no other purpose.
- 3.3 To apply the Canal Towpath Contribution (either directly or by ensuring it is applied by The Canal & River Trust) to the provision of the Canal Towpath Works and for no other purpose.
- 3.4 In the event that the whole or any part of the Rugby Club/Tatenhill Sports Hub Contribution or the Shobnall Leisure Centre Contribution or the Canal Towpath Contribution has not been expended within seven years of receipt of that sum then the Council shall return the same to the person who paid the sum together with interest credited at the Local Authority seven day deposit 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 5

### Education Provisions

#### 1. DEFINITIONS

1.1 In this Schedule 5, the following words and expressions have the following meanings:

- “Access”** a vehicular access route from the adopted highway to the School Site that is of a quality to the Reasonable Satisfaction of the County for a haul road at least sufficient and suitable for construction vehicles and vehicles for the delivery of materials for the construction of the primary school on the School Site
- “Access Roads”** access roads comprised in the Development from the adopted highway to the boundary of the School Site constructed to at least wearing course standard together with the right for those using or occupying the School Site to use them until such time as they may be adopted by the local highway authority
- “Construction Work”** work to construct a Dwelling including digging footings laying slab foundations piling or other works to support a building but does not include laying services to any such building demolition or other site preparation works
- “Fence”** a fence 2.0 m. high in accordance with the following specification namely:
- vertical bar fencing with 25mm diameter hollow vertical bars supported by horizontal rails or channels of a minimum size of 50 x 33mm fixed to 102 x 44 RSJ posts or 50 x 110mm HD posts set at maximum 2.75m centres and a minimum of 750mm in the ground;
- panels to be supplied with supporting legs to provide additional stability;
- bars to have square top finish and have a maximum gap between them of 100mm;
- the whole fence to be galvanised and finished in polyester powder coating;
- all work to be in accordance with BS1722 part 9;

|  |   |
|--|---|
|  | as shown on the drawing attached headed "Fence Specification"   |
| <b>"The Illustrative Masterplan"</b>                       | Node Urban Design Ltd drawing reference NURTON-LF-003 Rev.3 annexed hereto  |
| <b>"Notice of Intention to commence Construction Work"</b> | a written notice served by the Owner on the County pursuant to paragraph 4.1 of this schedule to confirm the Owner's intention to commence Construction Work  |
| <b>"Notice of the School Commencement Date"</b>            | a written notice served by the County on the Owner pursuant to paragraph 5.2 of this schedule giving the Owner not less than 3 months' notice of the School Commencement Date   |
| <b>"Notice of the School Practical Completion Date"</b>    | a written notice served by the County on the Owner pursuant to paragraph 5.3 of this schedule giving the Owner not less than 6 months' notice of the School Practical Completion Date   |
| <b>"the Primary School Contribution"</b>                   | means the total of all the Primary School Contribution Instalments being as at the date hereof the sum of £8,000,000 (EIGHT MILLION POUNDS ONLY) Index Linked as a contribution to be paid towards the provision by the County on the School Site of a primary school of at least (but not limited to) 420 places and up to 105 places of additional offsite primary school provision |
| <b>"Primary School Contribution Instalment"</b>            | means the sum of 1,600,000 (ONE MILLION SIX HUNDRED THOUSAND POUNDS ONLY) Index Linked  |
| <b>"School Commencement Date"</b>                          | means the date on which the County intends to Commence the Development of the School Site for the provision of the primary school herein referred to  |
| <b>"School Perimeter Plan"</b>                             | means the plan dated 05.12.14 produced by node with the title "School Perimeter" attached hereto  |
| <b>"School Practical Completion Date"</b>                  | means the date which the County reasonably determines to be the anticipated date of Practical Completion of the primary school on the School Site or the initial phase thereof  |

**“School Site”**

means the site of approximately 2.88 hectares shown by a broken red line on the School Perimeter Plan annexed hereto in the location on the Land identified on the Illustrative Masterplan (or in such reasonable alternative location as may be proposed to and approved in writing by the County prior to Commencement of the Development such approval by the Council not to be unreasonably withheld or delayed) for the provision of a new Primary School of at least 2 Forms of Entry (420 places) but not limited to this

**“Secondary and Sixth Form Contribution”**

means the total of all the Secondary and Sixth Form Contribution Instalments being as at the date hereof the sum of £6,490,795 (SIX MILLION FOUR HUNDRED AND NINETY THOUSAND SEVEN HUNDRED AND NINETY FIVE POUNDS ONLY) Index Linked the contribution to be paid for the provision by the County of secondary school and sixth form places to serve the needs of the occupiers of the Residential Development for education for children of secondary school and sixth form age

**“Secondary and Sixth Form Contribution Instalment”**

means the sum of £1,298,159 (ONE MILLION TWO HUNDRED AND NINETY-EIGHT THOUSAND ONE HUNDRED AND FIFTY NINE POUNDS ONLY) Index Linked

**“Services”**

means water supply, foul sewerage, surface water drainage to a Sustainable Urban Drainage System or mains drains, gas, electricity and telecommunications with connection points in or adjacent to (on the School Site side) the section of access road and/or footway serving and adjacent to the School Site together with the right for those using or occupying the School Site to use those facilities until such time as they may be dedicated and/or adopted by the relevant statutory undertaker or authority

**1.2 In the context of this Schedule 5 (but not otherwise unless the context requires):**

- 1.2.1 references to ‘the County’ shall be construed as including any body (incorporated or otherwise) which shall include an individual person or persons that the County has nominated and notified to the Owner in writing as the body to deal with the School Site
- 1.2.2 the School Site is transferred on the completion of a transfer
- 1.2.3 Any notice to be given to the County shall be addressed to the Director of Democracy Law and Transformation Staffordshire County Council at the address of the County above unless the County shall give notice to the other

parties (and their successors as appropriate) of an alternative recipient or address and shall not be effective until actually delivered and any notice to be given to the Owner shall be marked for the attention of the Development Director at the address of the Owner above unless the Owner shall give notice to the other parties (and their successors as appropriate) of an alternative address and shall not be effective until actually delivered

## **2. PLANNING OBLIGATIONS FOR PRIMARY AND SECONDARY EDUCATION SUMS**

The Owner covenants with the Council and as a separate covenant with the County with the intent that these are planning obligations for the purposes of section 106 of the Act:

- 2.1 Before the Construction Work commences on the first Dwelling to pay the first Primary School Contribution Instalment to the County and not to commence the Construction Work of the first Dwelling until it has paid the first Primary School Contribution Instalment to the County and the Council has been notified that such payment has been made.
- 2.2 Before the Construction Work commences on more than 500 Dwellings to pay a further Primary School Contribution Instalment and the first Secondary and Sixth Form Contribution Instalment to the County and not to commence the Construction Work of more than 500 Dwellings until it has paid that further Primary School Contribution Instalment and the first Secondary and Sixth Form Contribution Instalment to the County and the Council has been notified that such payment has been made.
- 2.3 Before the Construction Work commences on more than 1000 Dwellings to pay a further Primary School Contribution Instalment and a further Secondary and Sixth Form Contribution Instalment to the County and not to commence the Construction Work of more than 1000 Dwellings until it has paid that further Primary School Contribution Instalment and Secondary and Sixth Form Contribution Instalment to the County and the Council has been notified that such payment has been made.
- 2.4 Before the Construction Work commences on more than 1500 Dwellings to pay a further Primary School Contribution Instalment and a further Secondary and Sixth Form Contribution Instalment to the County and not to commence the Construction Work of more than 1500 Dwellings until it has paid that further Primary School Contribution Instalment and Secondary and Sixth Form Contribution Instalment to the County and the Council has been notified that such payment has been made.
- 2.5 Before the Construction Work commences on more than 2000 Dwellings to pay the final Primary School Contribution Instalment and a further Secondary and Sixth Form Contribution Instalment to the County and not to commence the Construction Work of more than 2000 Dwellings until it has paid the final Primary School Contribution Instalment and a further Secondary and Sixth Form Contribution Instalment to the County and the Council has been notified that such payment has been made.
- 2.6 Before the Construction Work commences on more than 2250 Dwellings to pay the final Secondary and Sixth Form Contribution Instalment to the County and not to commence Construction Work of more than 2250 Dwellings until it has paid the final Secondary and Sixth Form Contribution Instalment to the County and the Council has been notified that such payment has been made.

### **3. THE COUNTY'S COVENANTS FOR PRIMARY AND SECONDARY EDUCATION SUMS**

The County covenants with the Owner and as separate covenants with the Council pursuant to Section 1 of the Localism Act 2011, Section 111 and 120 of the Local Government Act 1972 and any other relevant statutory powers as follows:

- 3.1 That subject to the transfer of the School Site to the County and to the payment of the Primary School Contribution and each Primary School Contribution Instalment to build or cause to be built on the School Site a new primary school of at least 2 forms of entry (420 places).
- 3.2 That the Primary School Contribution shall be used by the County solely for the provision of additional primary school places and educational facilities in the form of a new primary school of at least but not limited to 2 forms of entry (420 places) on the School Site and up to 105 additional primary school places of offsite provision, providing a minimum of 525 additional primary school places in total (but not limited to this).
- 3.3 That the Secondary and Sixth Form Contribution shall be used by the County solely for the provision of secondary and sixth form places and educational facilities within the vicinity of the Land to serve the Residential Development.
- 3.4 That the County will notify the Council of receipt of every payment of a Primary School Contribution Instalment and of a Secondary and Sixth Form Contribution Instalment without unreasonable delay.
- 3.5 In the event that any Primary School Contribution Instalment or part thereof has not been expended within 5 years of receipt thereof and/or in the event that any Secondary and Sixth Form Contribution Instalment or part thereof has not been expended within 7 years of receipt thereof the County shall return the same to the person who paid it 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 each payment by the County to the date of its repayment PROVIDED THAT in the context of this paragraph the County shall be deemed to have expended any instalment or part thereof if it has incurred and met expenditure for the purpose for which the Primary School Contribution or Secondary and Sixth Form Contribution (as appropriate) are to be used in anticipation of receipt of funds pursuant hereto before those funds are received or due.

### **4. PLANNING OBLIGATIONS FOR SCHOOL SITE**

The Owner further covenants with the Council and as a separate covenant with the County with the intent that these are planning obligations for the purposes of section 106 of the Act:

- 4.1 not to carry out Construction Work without first giving to the County Notice of Intention to commence Construction Work
- 4.2 not to carry out Construction Work without first transferring the freehold of the School Site to the County on the terms set out in paragraph 6:
- 4.3 to provide the Access and the Services as hereinafter provided
- 4.4 subject to the County having given the Owner Notice of the School Commencement Date in accordance with paragraph 5.2 the Owner shall:

- 4.5 provide the Access prior to the School Commencement Date and from the School Commencement Date shall permit the County (including all officers, employees, contractors and agents, with or without plant, machinery and materials) full and unrestricted access over the Access to the School Site save that if the Access is a temporary route pending the provision of the Access Roads then the Owner shall be entitled to replace the whole or part of the Access with the Access Roads or appropriate parts of them and shall permit the County to use the same as aforementioned
- 4.6 allow the County to obtain access to the School Site at all reasonable hours to survey and investigate the condition of the School Site subject to the County giving the Owner at least 5 Working Days prior notice in writing of the date of access
- 4.7 Not to carry out Construction Work without first supplying the County with details of the levels of the School Site
- 4.8 Not to carry out Construction Work without first submitting to the County for its approval (such approval not to be unreasonably withheld or delayed) the Owner's proposals (including plans, drawings and other technical detail) for the location and depth of the connection points and details of size fall and capacity in general terms for the Services to be provided by the Owner in or adjacent to the part of the access road to serve the School Site and if any of the said proposals are not approved by the County in accordance with the foregoing then both parties acting reasonably shall endeavour to agree the matters in issue and failing agreement the difference between them shall be submitted for determination by an expert pursuant to clause 12 of this Agreement
- 4.9 not later than one month before the School Commencement Date complete the erection of the Fence along the entire boundary of the School Site
- 4.10 subject to the County having given the Owner Notice of the School Practical Completion Date in accordance with paragraph 5.3 the Owner shall provide the Services and the Access Roads not later than 2 months before the School Practical Completion Date
- 4.11 the Owner shall not from the date of this Agreement until the date that the School Site is transferred to the County carry out any works on or use the School Site for any purposes save to comply with its obligations in this schedule or for such other purposes or uses as the County may approve in writing

## **5. THE COUNTY'S COVENANTS FOR SCHOOL SITE**

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

- 5.1 as soon as practicable following receipt of the Owner's Notice of Intention to commence Construction Work the County will confirm its receipt of the notice to the Owner in writing
- 5.2 the County will take all reasonable steps to enable it to carry out the development of the primary school on the School Site within a reasonable timescale for providing at least 2 forms of entry (420 places) to serve the Residential Development provided that the Owner has given the County Notice of Intention to commence Construction Work and the County will give the Owner not less than 3 months' notice of the School Commencement Date in the Notice of the School Commencement Date which shall be given by the County to the Owner when it determines that it is able to proceed with carrying out the Development of the School Site

5.3 not later than 6 months before the School Practical Completion Date the County shall give the Owner Notice of the School Practical Completion Date

6. **TRANSFER OF SCHOOL SITE AND RELATED PROVISIONS**

The County and the Owner hereby agree pursuant to section 1 of the Localism Act 2011, section 111 and 120 of the Local Government Act 1972 and any other relevant statutory powers as follows:

6.1 Subject to the Owner first having given Notice of Intention to commence Construction Work to the County the Owner shall transfer the freehold of the School Site to the County no later than 3 months after giving such Notice on the terms hereinafter contained provided always that in the event that the Owner and the County agree to vary the boundaries before the Owner has given the County Notice of Intention to commence Construction Work references to the School Site in this schedule shall mean the School Site with such varied boundaries as are shown on a plan signed by both parties

6.2 The School Site shall be transferred subject to the entries on the title at the date of this Agreement other than financial charges but otherwise free from encumbrances

6.3 the Owner shall carry out at its own cost and provide to the County with the notice in writing of its readiness to transfer the School Site the up to date results of the following searches:

6.3.1 Local Land Charges Search;

6.3.2 Environmental Search;

6.3.3 Coal Mining Search;

6.3.4 Electricity Search;

6.3.5 Gas Search

6.3.6 Chancel Repair.

the County shall not be required to complete the transfer until all the above search results have been received and certified as satisfactory by the County's conveyancer and any requisitions raised are satisfied (the County's conveyancer acting reasonably and without delay in dealing with these matters) PROVIDED ALWAYS that the results of the electricity and gas searches (together with evidence of orders placed for improved or extended electricity and/or gas supplies if the Owner wishes to provide the same) shall only be required by the County's conveyancer to show the availability of electricity and gas supply in the general vicinity of the Land such as to be capable of comprising part of the Services for the School Site AND FURTHER PROVIDED ALWAYS AND WITHOUT PREJUDICE TO THE FOREGOING if the Owner submits to the County any of the results of searches mentioned above in advance of its notice of readiness to transfer in order to ascertain whether such search results would be certified as satisfactory by the County's conveyancer then the County's conveyancer shall respond to the Owner in writing acting reasonably and without unreasonable delay



6.4 as soon as reasonably practicable following the Owner giving notice in writing of its readiness to transfer the School Site but in any event no later than Ten Working Days before the School Site is due to be transferred the County shall be supplied with replies to:

6.4.1 CPSE.1 (Version 3.4)

6.4.2 STER; and

6.4.3 SCR

all being part of the Commercial Property Standard Enquiries (CPSE) suite of documents prepared by members of the London Property Support Lawyers Group and endorsed by the British Property Federation

6.5 the completion of the transfer shall take place no later than 2.00 pm on the 20th Working Day after the date the County receives notice in writing from the Owner of its readiness to transfer the School Site or on such earlier date as the parties may agree

6.6 the School Site shall be transferred with vacant possession on completion for a consideration of £1 and no deposit shall be payable

6.7 the School Site shall be transferred with full title guarantee

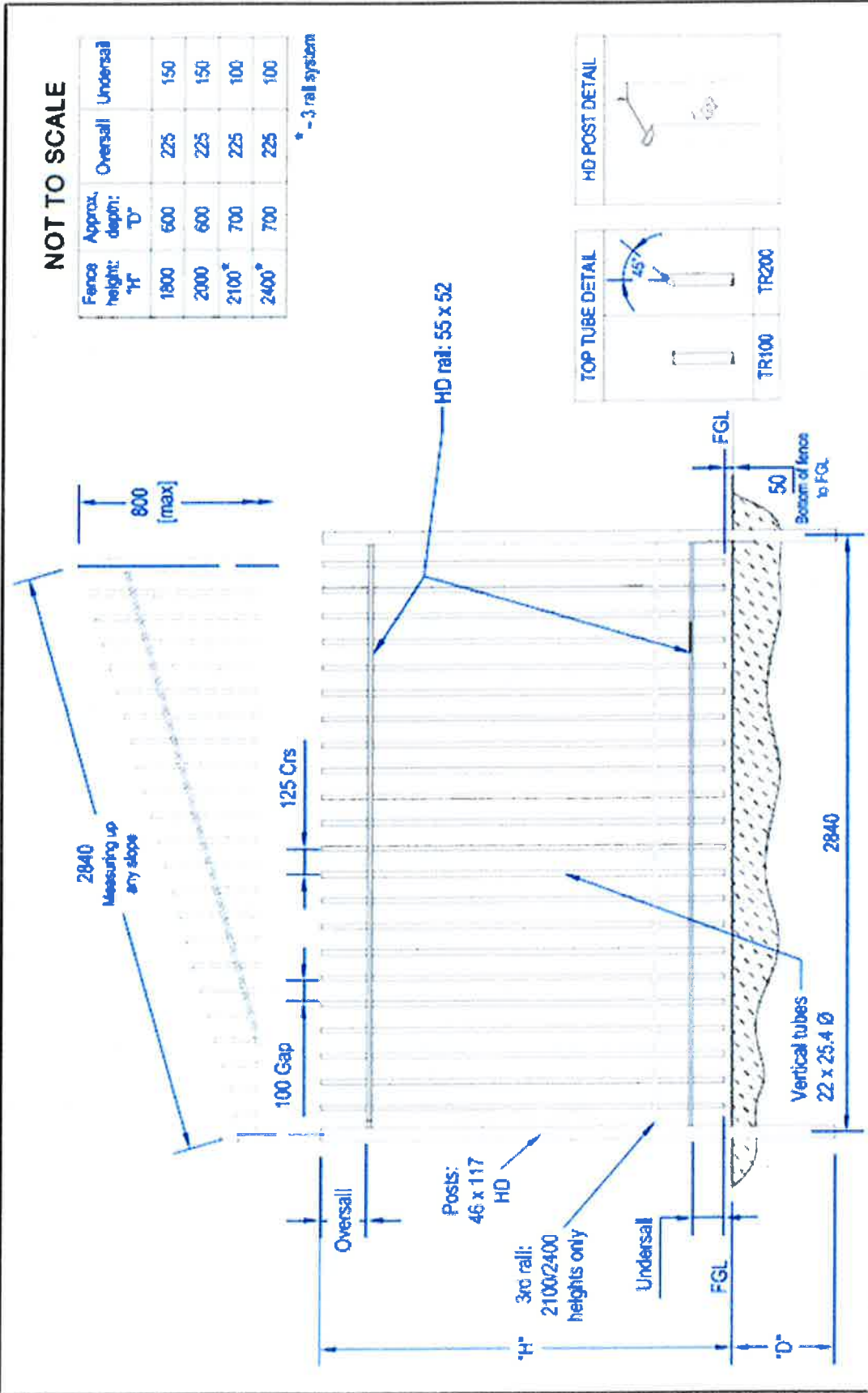
6.8 the School Site shall be transferred together with rights of access over the Access Roads from the date that the Access Roads have been provided in accordance with the requirements of this schedule until such time as they may be adopted by the local highway authority and together with rights for the passage of Services from the date that the Services have been provided in accordance with the requirements of this schedule until such time as they may be dedicated and/or adopted by the relevant statutory undertaker or authority

6.9 the School Site shall be transferred subject to the County obtaining no right of light or air over any of the Land retained by the Owner after the transfer

6.10 the School Site shall be transferred subject to a restrictive covenant in favour of the Owner and for the benefit of the remainder of the Land that it shall not be used for any purpose other than as a primary school and associated purposes including purposes for the benefit of the local community for a period of at least 50 years from the opening of the new school

6.11 the Owner warrants that on completion of the transfer the School Site shall be free from contamination or other adverse ground conditions that would prevent or unreasonably restrict the construction of school buildings on the School Site and its use as a school and playing fields

Fence Specification



**TangoRail Type TR100 & TR200 Posts Type H.D. Fence Heights 1.8m, 2.0m, 2.1m, 2.4m**

**TangoRail Self Adjusting Railing Systems**  
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## SCHEDULE 6

### Transport and Highways

1. **DEFINITIONS**
- 1.1 **“the Additional Highway Sum”** means such amount or amounts (if any) up to a total of £1,429,351 Index Linked as shall be required to be paid in accordance with the obligations hereinafter contained and pursuant to the generality of the provisions of the Framework Travel Plan to fund mitigation package measures in the event of failure to meet the trip reduction targets set out in the Framework Travel Plan.
- 1.2 **“the Barton Turns Highway Improvements”** means the proposed highways improvements at Barton Turns eastern roundabout as are generally in accordance with the Barton Turns Highway Improvements Drawing.
- 1.3 **“the Barton Turns Highway Improvements Drawing”** means drawing number IPaD-09-104-P-100 Rev C annexed hereto.
- 1.4 **“the Basic Highway Sum”** means the sum of £1,427,663 Index Linked (each instalment of which as provided for in paragraph 2.1 below) in aggregate to be paid to the County in instalments as a contribution pursuant to its East Staffordshire Borough Integrated Transport Strategy.
- 1.5 **“Employment Floorspace”** means employment floorspace forming part of the Employment Development authorised by the Planning Permission of up to 92,900 m<sup>2</sup> (1,000,000 sq ft) of employment floorspace.
- 1.6 **“the Framework Travel Plan”** means the Framework Travel Plan for the Development prepared by David Tucker Associates reference SJT/10146-12c annexed hereto or as may be varied by agreement with County confirmed in writing.
- 1.7 **“GFA”** means the area of a building measured to the internal face of the perimeter walls at each floor level.
- 1.8 **“a Holiday Week”** means a week in which state schools within the area for which the County Council is the Local Education Authority are closed for school holidays on the Tuesday or the Wednesday or the Thursday of that week.
- 1.9 **“the MOVA Contribution”** means such sum as shall be notified to the Owner by the Highways Agency as the tender price, following the issue of a tender, for the MOVA Control System Works up to the maximum amount of £120,000 Index Linked.
- 1.10 **“the MOVA Control System Works”** means a MOVA signal control system at the Barton Turns eastern roundabout (including associated survey) together with queue detection on the A38 south bound off-slip to be provided either alone or in conjunction with the Barton Turns Highway Improvements in order to mitigate the cumulative impact of the Development and other committed development at Branston South and/or Drakelow Park.
- 1.11 **“Section 278 Agreement”** means an Agreement made under section 278 of the Highways Act 1980 (as amended).
- 1.12 **“the Shobnall Road Junction Improvement”** means an improved junction at the northern end of the proposed distributor road on the Land with Shobnall Road in accordance with

details to be agreed with the County to replace the junction initially provided to serve part or parts of the Development.

- 1.13 **“the Shobnall Road Safeguarded Land Plan”** means David Tucker Associates drawing number 10146-41 dated October 2014 annexed hereto.
- 1.14 **“the Shobnall Road Sum”** means the sum of £31,200 Index Linked to be paid as a contribution to the Shobnall Road Works.
- 1.15 **“the Shobnall Road Works”** means the scheme of traffic calming works on Shobnall Road determined by the County.
- 1.16 **“the Sustrans Works”** means a scheme for formalisation and improvement of the existing unadopted Sustrans cycle route by the developer through the Land.
- 1.17 **“the Tatenhill Lane Footpath”** means the provision of a footpath on the Land to the side of Branston Road and Tatenhill Lane by the Developer.
- 1.18 **“the Tatenhill Sum”** means the sum of £150,000 Index Linked to be paid for the implementation of the Tatenhill Works.
- 1.19 **“the Tatenhill Works”** means the scheme of traffic calming works at Tatenhill determined by the County.

## 2. **PLANNING OBLIGATIONS**

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:

- 2.1 To pay the Basic Highway Sum to the County in the following instalments :
  - 2.1.1 £45,051 Index Linked before commencing the erection of any building comprising the Employment Development
  - 2.1.2 £101,365 Index Linked before the Occupation of more than 20,000 m2 GFA of the Employment Development
  - 2.1.3 £101,365 Index Linked before the Occupation of more than 40,000 m2 GFA of the Employment Development
  - 2.1.4 £101,365 Index Linked before the Occupation of more than 60,000 m2 GFA of the Employment Floorspace
  - 2.1.5 £101,365 Index Linked before the Occupation of more than 80,000 m2 GFA of the Employment Development
  - 2.1.6 if on completion of the Employment Development less than 80,000 m2 GFA but more than 60,000 m2 GFA has been provided then the final instalment of the Basic Highway Sum relating to the Employment Development shall be payable on the Occupation of the last unit of Employment Development to be provided and the amount of the Basic Highway Sum instalment to be paid shall be an apportionment of £101,365 Index Linked calculated in accordance with the following formula, where “Y” is the amount of the Employment Development (in m2 GFA) in Occupation:  $£101,365 \times (Y - 60,000) \text{ divided by } 20,000$

- 2.1.7 £97,715 Index Linked before commencing the erection of any building comprising the Residential Development
- 2.1.8 £219,859 Index Linked before the Occupation of more than 500 Dwellings
- 2.1.9 £219,859 Index Linked before the Occupation of more than 1000 Dwellings
- 2.1.10 £219,859 Index Linked before the Occupation of more than 1500 Dwellings
- 2.1.11 £219,859 Index Linked before the Occupation of more 2000 Dwellings
- 2.1.12 if on completion of the Residential Development less than 2000 Dwellings have been completed then the final instalment of the Basic Highway Sum relating to the Residential Development shall be payable on the Practical Completion of the last Dwelling to be constructed and the amount of the Basic Highway Sum instalment to be paid shall be an apportionment of £219,859 Index Linked calculated in accordance with the following formula, where "Y" is the number of Dwellings in Occupation or where Practical Completion has been reached:  

$$\text{£219,859} \times (Y - 1500) \text{ divided by } 500$$

and not to commence erection or suffer permit or cause Occupation of more than the stated GFA or number of Dwellings until the appropriate instalment has been paid.

- 2.2 To pay or secure the payment of the Shobnall Road Sum to the County on or before the Occupation of 50 Dwellings on the northern area (to be accessed from Shobnall Road) of the Land and not to Occupy or suffer permit or cause the Occupation of more than 49 Dwellings until the Shobnall Road Sum is paid.
- 2.3 To pay or secure the payment of the Tatenhill Sum to the County on or before the Occupation of 350 Dwellings on the southern area (to be accessed from Branston Road) of the Land and not to Occupy or suffer permit or cause the Occupation of more than 349 Dwellings until the Tatenhill Sum is paid.
- 2.4 To pay the Additional Highway Sum referred to in the Framework Travel Plan generally (or secure the payment thereof to the County) in the circumstances described in the Framework Travel Plan but in particular in accordance with the following terms which shall prevail over the provisions in the Framework Travel Plan in the case of any inconsistency or additional provisions herein:
  - 2.4.1 The number of trips (excluding construction traffic) to and from the Land shall be continuously monitored and recorded and details supplied to the County at regular intervals
  - 2.4.2 The Additional Highway Sum is payable in stages if and when the number of vehicle trips (excluding construction traffic) to and from the Land (that is excluding trips remaining within the Land) (hereinafter "Trips") recorded at the time of a Survey Point and thereafter as more particularly described below in paragraph 2.4.5 exceeds the Target Number of vehicle Trips for that Survey Point
  - 2.4.3 The Target Number represents the target for the average of the number of Trips during the AM peak (08.00-09.00) and the PM peak (17.00-18.00) per day (averaged over 12 days in the period of 4 weeks as detailed in paragraph 2.4.5 below).

- 2.4.4 The Survey Points and Target Numbers are as follows:
- 2.4.4.1 Survey Point 1D is on the Occupation of 600 Dwellings and the Target Number for Survey Point 1D is 405 Trips generated by the Residential Development
  - 2.4.4.2 Survey Point 2D is on the Occupation of 1182 Dwellings and the Target Number for Survey Point 2D is 830 Trips generated by the Residential Development
  - 2.4.4.3 Survey Point 3D is on the Occupation of 1727 Dwellings and the Target Number for Survey Point 3D is 1127 Trips generated by the Residential Development
  - 2.4.4.4 Survey Point 4D is on the Occupation of 2500 Dwellings or Practical Completion of the last Dwelling (whichever is the lesser number) and the Target Number for Survey Point 4D is 1201 Trips generated by the Residential Development
  - 2.4.4.5 Survey Point 1E is on the Occupation of 17,049 m<sup>2</sup> GFA of the Employment Development and the Target Number for Survey Point 1E is 186 Trips generated by the Employment Development
  - 2.4.4.6 Survey Point 2E is on the Occupation of 54,675 m<sup>2</sup> GFA of the Employment Development and the Target Number for Survey Point 2E is 383 Trips generated by the Employment Development
  - 2.4.4.7 Survey Point 3E is on the Occupation of 92,900 m<sup>2</sup> GFA of the Employment Development (or the Occupation of the last unit of Employment Development if the amount of Employment Development in Occupation is more than 54,675 m<sup>2</sup> GFA but less than 92,900 m<sup>2</sup> GFA) and the Target Number for Survey Point 3E is 520 Trips generated by the Employment Development.
- 2.4.5 A Target Number is only treated as exceeded for the purpose of assessing whether any Additional Highway Payment is payable if the average number of Trips per day (recorded as generated by the Residential Development in the case of Survey Points 1D-4D and recorded as generated by the Employment Development in the case of Survey Points 1E-3E) for the average of the AM peak and the PM peak per day over the period of 12 days exceeds the Target Number for that Survey Point and the 12 days for the purpose of this assessment shall be in relation to each Survey Point the Tuesday to Thursday in the 4 consecutive weeks starting with the first Tuesday after the Survey Point or the day of the Survey Point if that is a Tuesday PROVIDED ALWAYS that if any of the said 4 weeks is a Holiday Week then the 4 consecutive weeks for the assessment shall instead be the next 4 consecutive weeks which do not include a Holiday Week.
- 2.4.6 Where a Target Number is found to have been exceeded as a result of undertaking an assessment made in accordance with paragraph 2.4.5 the

amount of the Additional Highway Sum to be paid is to be calculated at £1,324.70 Index Linked per Trip in excess of the Target Number as so assessed SUBJECT ALWAYS to the following:

- 2.4.6.1 in respect of calculating a payment of the Additional Highway Sum in relation to an assessment for Survey Points 2D-4D the number of Trips assessed as in excess of the Target Number for any earlier Survey Point 1D-3D in respect of which an Additional Highway Sum has become payable shall be disregarded to avoid double payment and likewise in relation to an assessment for Survey Points 2E-3E the number of Trips assessed as in excess of the Target Number for any earlier Survey Point 1E-2E in respect of which an Additional Highway Sum has become payable shall be disregarded
- 2.4.6.2 the payment to be made in relation to the assessment for each Survey Point is subject to a maximum amount as set out in paragraph 2.4.7
- 2.4.7 The maximum amount of the Additional Highway Sum payable in respect of an assessment relating to a Survey Point is as follows:
  - 2.4.7.1 For each of Survey Points 1D-4D the sum of £244,577 Index Linked
  - 2.4.7.2 For each of Survey Points 1E-3D the sum of £112,761 Index Linked.
- 2.4.8 Not later than 25 Working Days after the determination of any amount payable as Additional Highway Sum the Lead Travel Plan Coordinator appointed pursuant to Schedule 7 shall notify the County and the Owner in writing of the amount determined as payable and provide them with details of the trip numbers for the relevant period of four consecutive weeks and the associated calculations giving rise to that determination.
- 2.4.9 Not later than 30 Working Days after receipt of the notification of the amount payable as Additional Highway Sum and the related details the Owner shall pay or secure the payment of that amount to the County for it to apply that amount to the measures in the Burton Integrated Transport Strategy as referred to in 3.4
- 2.5 To undertake and complete the Tatenhill Lane Footpath in accordance with details approved in writing by the County before the Practical Completion of 350 Dwellings on the southern area (to be accessed from Branston Road) of the Land and not to commence construction of more than 350 Dwellings on the southern area until the Tatenhill Lane Footpath has been completed in accordance with the approved details.
- 2.6 Before the Practical Completion of 1725 Dwellings to either
  - 2.6.1 undertake and complete the Sustrans Works in accordance with details approved in writing by the County or

2.6.2 provide a temporary alternative cycle route (which may include part(s) of the existing Sustrans cycle route) through the Land in accordance with details approved in writing by the County pending completion of the Sustrans Works

and not to commence the construction of more than 1724 Dwellings until the Sustrans Works or the temporary alternative cycle route has been completed in accordance with the approved details.

2.7 To reserve and retain undeveloped (save as used for highways purposes) for the period of one year from the Practical Completion of 1725 Dwellings on the Land the area of the Land shown edged blue on the Shobnall Road Safeguarded Land Plan for use in providing the Shobnall Road Junction Improvement in the event of the County giving the Owner written notice of its requirement for such improvement before the expiry of the said period.

2.8 If the County gives the Owner written notice of its requirement of the Shobnall Road Junction Improvement in accordance with clause 2.7 the Owner shall undertake and complete the Shobnall Road Junction Improvement within 12 months of receipt of the said notice PROVIDED ALWAYS that the County have approved and entered into an appropriate agreement under Section 278 of the Highways Act 1980 to facilitate the Shobnall Road Junction Improvement and have not unreasonably delayed or refused to enter into such agreement.

2.9 To pay the MOVA Contribution to the County within 4 weeks of whichever is the later of (a) the Commencement of Development and (b) receipt of written notice from the County or the Highways Agency that it is about to carry out the MOVA Control System Works, either alone or in conjunction with the letting of the contract for the Barton Turns Highway Improvements.

### 3. THE COUNCIL'S AND THE COUNTY'S OBLIGATIONS

3.1 The County shall only apply the Basic Highway Sum for the purpose of implementing the Burton Integrated Transport Strategy which will include but is not limited to:

3.1.1 Personalised Travel Planning across the Branston Ward;

3.1.2 Increasing the frequency of bus services serving the Branston Ward;

3.1.3 Public Transport information and marketing across the Branston Ward;

3.1.4 Real Time passenger information systems across the Branston Ward;

3.1.5 Improving the walking/cycling connections from the Branston Ward linking into those proposed by the Development;

3.1.6 Improvements to the Wellington Road/Second Avenue/Parkway roundabout.

3.2 The County shall only apply the Shobnall Road Sum for the purpose of carrying out the Shobnall Road Works or if any excess remains it shall only apply such excess for the purpose of implementing the Burton Integrated Transport Strategy and the County covenants with the Owner to use its reasonable endeavours to carry out and complete the Shobnall Road Works within 5 years (but no part of the Shobnall Road Sum shall be repayable after that period and will only be repayable in accordance with the terms of paragraph 3.5 of this Schedule 6) of receipt of the Shobnall Road Sum.



- 3.3 The County shall only apply the Tatenhill Sum for the purpose of carrying out the Tatenhill Works or if any excess remains it shall only apply such excess for the purpose of implementing the Burton Integrated Transport Strategy and the County covenants with the Owner to use its reasonable endeavours to carry out and complete the Tatenhill Works within 12 months (but no part of the Tatenhill Sum shall be repayable after that period and will only be repayable in accordance with the terms of paragraph 3.5 of this Schedule 6) of receipt of the Tatenhill Sum.
- 3.4 The County shall only apply the Additional Highway Sum for the purpose of additional mitigation measures related to the Burton Integrated Transport Strategy referred to in 3.1
- 3.5 The County covenants with the Owner and as separate covenants with the Council that in the event that any part of the Basic Highway Sum, the Shobnall Road Sum, the Tatenhill Sum or the Additional Highway Sum has not been expended for its purposes within seven years of receipt of that sum then the County shall return the same to the person who paid that sum 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.
- 3.6 The County covenants with the Owner that it will use the MOVA Contribution, or pass the MOVA Contribution as soon as practicable after receipt to the Highways Agency for the MOVA Contribution to be used by the Highways Agency, for the MOVA Control System Works and for no other purpose.

## SCHEDULE 7

### Travel Plan Framework and Travel Plans

#### 1. DEFINITIONS

- 1.1 **“Annual Performance Report”** shall mean the annual reports to be submitted indicating how the Framework Travel Plan and each individual approved Travel Plan has been performing and if appropriate the proposals and remedies to improve performance of the Framework Travel Plan and the appropriate individual approved Travel Plan to meet the agreed objectives and targets described in the Travel Plan
- 1.2 **“the Bus Service”** means a bus service linking the Land with Burton upon Trent town centre and Centrum
- 1.3 **“Bus Vouchers”** means vouchers for 6 free Burton/Swadlincote area-wide Arriva bus passes (each pass for one person for one month)
- 1.4 **“the Framework Travel Plan”** means the Framework Travel Plan for the Development prepared by David Tucker Associates reference SJT/10146-12c annexed hereto or as may be varied by agreement with County confirmed in writing.
- 1.5 **“Framework Travel Plan Sum”** means the sum of £10,700 Index Linked to be paid for the monitoring and review of the Framework Travel Plan.
- 1.6 **“Lead Travel Plan Coordinator”** means a suitably qualified independent person or organisation to oversee the implementation and continued development of the initiatives set out in the Framework Travel Plan and to carry out the other functions of the lead travel plan coordinator described in the Framework Travel Plan
- 1.7 **“Travel Plan”** means a Travel Plan for part of the Development required to be prepared and approved in writing by the County pursuant to the Framework Travel Plan .

#### 2. PLANNING 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:

- 2.1 Not to Commence the Development until the Framework 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.
- 2.2 Not to Commence the Development until the Lead Travel Plan Coordinator with the responsibilities and duties set out in the Framework Travel Plan has been appointed in accordance with the Framework Travel Plan.
- 2.3 No part of the Development that requires a Travel Plan under the terms of the Framework Travel Plan shall be Occupied until a Travel Plan in accordance with the Framework Travel Plan in relation to that part of the Development has been submitted to and approved by the County in writing and a Travel Plan Co-ordinator has been identified to the County and appointed.

- 2.4 In the event that the County declines to approve any Travel Plan to submit a revised Travel Plan to the County within a further period of one month from receipt by the Owner of the County's notification of the Travel Plan not being acceptable and the revised Travel Plan shall address the County's reasons for refusal, this process to be repeated as often as necessary until the Travel Plan is approved in writing by the County.
- 2.5 To implement the Framework Travel Plan and each individual approved Travel Plan in accordance with the proposals, the targets, measures and programme of implementation set out within it.
- 2.6 To ensure that the Lead Travel Plan Coordinator and every other 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.
- 2.7 To secure the production and submission to the County of an Annual Performance Report on each anniversary of the initial Annual Performance Report required by an individual Travel Plan, (which shall include, as appropriate, the remedies required as set out in the Framework Travel Plan and in individual approved Travel Plans) for approval in writing and in the event that the Annual Performance Report as submitted does not in the reasonable opinion of the County achieve the objectives and or targets of the Framework Travel Plan or any individual approved Travel Plans, to submit revised proposals and or remedies in accordance with the Framework Travel Plan or the individual Travel Plans as the case may be to the County for its approval in writing, this process to be repeated as often as necessary until such revised proposals and or remedies to the Framework Travel Plan or individual approved Travel Plans are approved in writing by the County.
- 2.8 To implement the Framework Travel Plan and the Travel Plans and any modifications arising from the Annual Performance Report approved by the County.
- 2.9 To submit a copy of any modified Framework Travel Plan or individual Travel Plans (following Annual Performance Report or otherwise), approved by the County, to the Council.
- 2.10 To meet with the County on request and within four weeks of the request being made.
- 2.11 The Owner will facilitate the non-reliance on travel from or to the Land by private car and the modal shift sought by the Framework Travel Plan by:
  - 2.11.1 procuring that the Bus Service runs at least every 30 minutes on Mondays to Saturdays excluding Bank Holidays between the hours of 0700 and 1900 and serves parts of the Residential Development and the Employment Development as they are completed and following completion of an internal distributor road on the Land operates a two-way circular route service through the Land whether by means of subsidy (insofar as subsidy is necessary for the service to operate commercially) to the bus operator(s) or otherwise
  - 2.11.2 providing the first Occupiers of every Dwelling with a pack of Bus Vouchers.

### 3. THE COUNTY'S OBLIGATIONS

The County covenants as follows:

- 3.1 To undertake with the Lead Travel Plan Co-ordinator and such other Travel Plan Coordinators as may be appointed the on-going monitoring and review of the Framework

Travel Plan and individual approved Travel Plans in accordance with the requirements therein.

- 3.2 To provide support and advice to the Lead Travel Plan Co-ordinator and such other Travel Plan Coordinators as may be appointed in implementing the Framework Travel Plan and individual approved Travel Plans.
- 3.3 To use the Framework Travel Plan Sum solely to achieve the objectives in the Framework Travel Plan.
- 3.4 To respond to each Annual Performance Report 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) in writing to explain to 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 Report for it to accord with the Framework Travel Plan.
- 3.5 To advise the Council of instances where the Framework Travel Plan or an approved Travel Plan (following Annual Performance Reports or otherwise) has not been complied with in order for the Council to consider whether and what action may be necessary.
- 3.6 To submit a copy of any revisions to the measures and or remedies contained within the Framework Travel Plan or an individual approved Travel Plan (following Annual Performance Report or otherwise), approved by the County, to the Council.

**EXECUTED** as a **DEED** by  
**NURTON DEVELOPMENTS (QUINTUS) LIMITED**  
acting by a director )  
in the presence of: )

Signature of witness

Name (in BLOCK CAPITALS)

Address

**SIGNED** as a **DEED** by )  
(full name of attorney) )  
As attorney for LLOYDS BANK PLC )  
in the presence of: )

Signature of witness

Name (in BLOCK CAPITALS)

Address

15828

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



Authorised Signatory

**THE COMMON SEAL of STAFFORDSHIRE COUNTY COUNCIL** was affixed to this **DEED** in the presence of:

Authorised Signatory

15/293 15/293





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

**This permission is subject to an agreement under  
S106 of the Town and Country Planning Act 1990**

Date valid application received: 29/11/2012

Application No: P/2012/01467

Name and address of Agent

JLL  
45 Church Street  
Birmingham  
B3 2RT

Name and address of Applicant

Nurton Developments (Quintus) Ltd  
Second Floor  
11 Waterloo Street  
Birmingham  
B2 5TB

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

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

Outline planning application with all matters reserved for a mixed use development comprising the erection of up to 2500 dwellings (Class C3), up to 92,900sqm (1,000,000 sq ft) of employment floorspace (Classes B1, B2 and B8), a local centre providing up to 3,716 sqm (40,000 sq ft) of retail floorspace (Classes A1, A2, A3, A4 and A5), up to 929sqm (10,000 sq ft) of health care and associated community uses (Class D1), a residential care home of up to 160 bed spaces (Classes C2 and C3), up to 555sqm (6,000 sq ft) of pub and restaurant floorspace (Classes A3 and A4), a primary school, and a hotel of up to 80 bedrooms (Class C1) including the demolition of all existing buildings and structures on site with the exception of the Farmhouse to Lawns Farm, vehicular access connections from Branston Road and Shobnall Road, green infrastructure of public open space, structural landscaping, sustainable urban drainage basins and associated drainage, sports and recreation facilities and a network of walking and cycling routes, and associated infrastructure works and services

Branston Locks, Lawns Farm, Branston Road, Tatenhill, Staffordshire, DE13 9SB

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

| <b><u>General Reserved Matters</u></b> |   |
|--|---|
| 1                                      | The first application for approval of reserved matters shall be submitted no later than 3 years from the date of this permission, and all subsequent reserved matters applications shall be submitted by no later than 15 years from the date of this permission<br><br>Reason: To conform with Section 92 (2) of the Town and Country Planning Act 1990. |
| 2                                      | No phase of development shall take place until plans and particulars of the layout, scale and appearance of the building(s) to be erected, the means of access, and landscaping for that phase of development (hereinafter called "the reserved matters") have been submitted to and approved in  |

**Philip Somerfield B.A. Dip T.P., D.M.S. M.R.T.P.I**  
**Head of Regulatory Services**  
**P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG**  
[www.eaststaffsbc.gov.uk](http://www.eaststaffsbc.gov.uk)

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|   | <p>writing by the Local Planning Authority, and the development shall be carried out in accordance with the approved details unless otherwise agreed in writing with 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 commence within 5 years from the date of this permission, or before the expiration of 2 years from the date of the approval of the first reserved matters, whichever is the later.</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>  |
| 4   | <p>Each reserved matters submission shall include a statement demonstrating compliance with the principles of the approved Design Guide for that phase and the development of that phase shall only be carried out in accordance with the statement.</p> <p>Reason: To ensure continuity of design 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>  |
| <b><u>Approved Plans and Design Standards</u></b>     |   |
| 5   | <p>The development hereby permitted shall be carried out substantially in accordance with the Land Use Parameters Plan (Ref No. NURTON-LF-002 Rev 2), and the approved Design Guide (issued August 2013), unless otherwise agreed in writing with the Local Planning Authority.</p> <p>Reason: For the avoidance of doubt and to ensure the development is completed in an acceptable order in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>  |
| 6   | <p>Notwithstanding the submitted information the minimum width of the green buffers separating the following elements shall be as follows: -</p> <ul style="list-style-type: none"> <li>• 43m between the facing elevation of dwellings and the boundary of the application site to the foot of Battlestead Ridge;</li> <li>• 35m between the facing elevation of dwellings and the application site boundary to Branston Road; and</li> <li>• 40m between built development (including the provision of any public highway, or private drive) south of Shobnall Grange and the application site boundary to Shobnall Grange.</li> </ul> <p>Reason: For the avoidance of doubt and to safeguard the character and appearance of the development and its surroundings, and the setting of the adjoining listed building in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7, 12 and Paragraph 17).</p> |
| <b><u>Strategic Pre-Commencement Requirements</u></b> |   |
| 7   | <p>No development shall take place until a Transportation and Highways Phasing Strategy has been submitted to and approved in writing by the Local Planning Authority, and the development shall</p>  |

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|   | <p>thereafter be completed in accordance with the approved strategy unless otherwise agreed in writing with the Local Planning Authority. The Transport and Highways Phasing Strategy will cover the provision of strategic transportation and highways infrastructure, but not details such as access, street layout, footpaths and cycle ways, and car parking within built development plots. For each part, or all, of the strategic transportation and highways infrastructure, it will refer to:-</p> <ul style="list-style-type: none"> <li>• General approach, including use of trip monitoring</li> <li>• Off-site highway improvement works</li> <li>• Site access highway works</li> <li>• On-site highway works such as the principal roads, including the main estate road</li> <li>• Access strategy to development phases and plots</li> <li>• Off-site and on-site public transport improvements</li> <li>• Connection to the surrounding area by footpath and cycle way</li> <li>• Movement framework for all modes of transport within the site</li> <li>• Co-ordination with other infrastructure requirements.</li> </ul> <p>Reason: In the interests of highway safety and the legibility of the development in accordance with East Staffordshire Local Plan Saved Policies BE1 and T1, the East Staffordshire Design Guide, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>   |
| 8 | <p>No development shall take place until an Open Space Strategy has been submitted and approved in writing by the Local Planning Authority, and the development shall thereafter be completed in accordance with the approved strategy unless otherwise agreed in writing with the Local Planning Authority. The Open Space Strategy will cover the provision of Strategic Green Infrastructure, including the principal areas of public open space and National Forest planting but not incidental areas of open space or play areas within built development plots. For each area, or all, of the strategic green infrastructure, it will refer to:-</p> <ul style="list-style-type: none"> <li>• General location</li> <li>• Area</li> <li>• Extent of National Forest planting</li> <li>• Typology and functions</li> <li>• Design approach</li> <li>• Components and features (including areas of play)</li> <li>• Protected Species Mitigation Strategy</li> <li>• Landscape and ecological management</li> <li>• Co-ordination with other infrastructure requirements</li> <li>• Programme for delivery</li> <li>• Maintenance responsibilities</li> </ul> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that open space is provided to serve each phase of the development in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p> |
| 9 | <p>No development shall take place until a Protected Species Mitigation Strategy has been submitted and approved in writing by the Local Planning Authority, and the development shall thereafter be completed in accordance with the approved strategy unless otherwise agreed in writing with the Local Planning Authority. For each part, or all, of the development, the Protected Species Mitigation Strategy will refer to:-</p>  |

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|    |  |
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|    | <ul style="list-style-type: none"> <li>the scope and methodology for updated Ecology and Tree Surveys, covering: <ul style="list-style-type: none"> <li>statutory protected species, and</li> <li>species of conservation priority (e.g. invertebrates and/or wild birds), where suitable habitat is present;</li> </ul> </li> <li>the objectives and key principles of mitigation strategy to be applied to future detailed applications;</li> <li>the key principles of post-construction monitoring of key species; and</li> <li>the mechanism to update the Strategy in future, if required.</li> </ul> <p>Reason: To ensure the development does not harm protected species, or their habitats in accordance with the National Planning Policy Framework (particularly Section 11).</p>   |
| 10 | <p>No development shall take place until a Site Drainage Strategy has been submitted and approved by the Local Planning Authority, and the development shall thereafter be completed in accordance with the approved strategy unless otherwise agreed in writing with the Local Planning Authority. For each part, or all, of the site drainage infrastructure, the Site Drainage Strategy will refer to:-</p> <ul style="list-style-type: none"> <li>Flood compensation</li> <li>Disposal of surface water</li> <li>Disposal of foul sewage.</li> </ul> <p>Reason: As recommended by the Environment Agency and Severn Trent Water Ltd to ensure that the development is supplied with acceptable drainage and to prevent the increased risk of flooding in accordance with the National Planning Policy Framework (particularly Section 10).</p>   |
| 11 | <p>No development shall take place until a Strategic Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Strategic Construction Management Plan will refer to:-</p> <ul style="list-style-type: none"> <li>Construction vehicular traffic</li> <li>Storage of plant and materials</li> <li>Dust suppression</li> <li>Mitigation of noise and vibration</li> <li>Hours of work.</li> </ul> <p>The development shall thereafter be completed in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.</p> <p>Reason: As recommended by Staffordshire County Council Highways, and the Highway Agency in the interests of the safety of the users of the adjoining highway network, and also in the interests of the amenity of the occupiers of adjoining properties in accordance with East Staffordshire Local Plan Saved Policies BE1, T1 and T2, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p> |
|    | <p><b><u>Transportation, Highways and Access</u></b></p>   |
| 12 | <p>No more than 60 houses, of the houses to be accessed from Branston Road, and 240 houses, of the houses to be accessed from Shobnall Road, shall be occupied until the following off-site highway improvements at Branston Interchange have been implemented in full to the written satisfaction of the Local Planning Authority, or such alternative triggers or schemes as may be agreed in writing with the Local Planning Authority in consultation with the Highways Agency, and implemented in full to the written satisfaction of the Local Planning Authority:-</p>  |

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**Branston Interchange**

- Widening of northbound off-slip (IPaD Drawing Ref No. 09-104-P-112 Rev E)
- New traffic signals at the junction of the northbound off-slip and the circulatory carriageway (IPaD Drawing Ref No. 09-104-P-112 Rev E)
- Signalisation of A38(T) southbound off-slip (DTA Drawing Ref No. 10146-32 as shown in Appendix A of the DTA Addendum Transport Assessment, dated 28 August 2013)
- Signalisation of Branston Road Approach (DTA Drawing Ref No. 10146-32 as shown in Appendix A to the DTA Addendum Transport Assessment, dated 28 August 2013).

Reason: As directed by the Highways Agency in the interests of the safety of the users of the Strategic Highway Network in accordance with East Staffordshire Local Plan Saved Policy T2, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).

13 No part of the development that generates more than 1,264 new traffic movements during the morning peak period or 1,478 new traffic movements during the afternoon peak period shall be occupied until the following improvements at Branston Interchange and on the A38(T) Mainline have been implemented in full to the written satisfaction of the Local Planning Authority, or such alternative triggers or schemes as may be agreed in writing with the Local Planning Authority in consultation with the Highways Agency, and implemented in full to the written satisfaction of the Local Planning Authority:-

**Branston Interchange**

- Improvements to the southbound on-slip (IPaD Drawing Ref No. 09-104-P-102 Rev B)
- Improvements to the southbound off-slip and Branston Road (IPaD Drawing Ref No. 09-104-P-103 Rev B)
- Southbound off-slip widening (Branston South Transport Assessment, August 2011)
- Signalisation of remaining circulatory carriageway (Branston South Transport Assessment, August 2011)
- Upgrade of A5121/B5018 signal junction controller to MOVA (Branston South Transport Assessment, August 2011)
- Localised widening of A38(T) southbound off-slip, Branston Road entry and exit and Wellington Road (DTA Drawing Ref No. 10146-31 as shown in Appendix A of the DTA Addendum Transport Assessment, dated 28 August 2013)
- Full signalisation at Branston Interchange using MOVA traffic signal control with Queue Detection on all the off-slips, approaches and circulatory sections.

**A38 Mainline**

- Improvement to the A38(T) Mainline (IPaD Drawing Ref Nos. 09-104-P-104 Rev B, 105 Rev B and 106 Rev B).

Reason: As directed by the Highways Agency in the interests of the safety of the users of the Strategic Highway Network in accordance with East Staffordshire Local Plan Saved Policy T2, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).

14 No development accessed from Shobnall Road shall take place until details of the junction of the main estate road and Shobnall Road (as shown on the indicative plan DTA Drawing Ref No. 10146-25) have been submitted to and approved in writing by the Local Planning Authority; and the buildings shall not be occupied until that junction has been constructed in accordance with the

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|    | <p>approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>  |
| 15 | <p>No development east of the Canal accessed from Branston Road shall take place until details of the junction of the main service road to the employment area east of the Canal and Branston Road (as shown on the indicative plan DTA Drawing Ref No. 10146-27) or the realigned route of Branston Road have been submitted to and approved in writing by the Local Planning Authority; and the buildings shall not be occupied until that junction has been constructed in accordance with the approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>   |
| 16 | <p>No development west of the Canal accessed from Branston Road shall take place until details of the junction of the main estate road and Branston Road (as shown on the indicative plan DTA Drawing Ref No. 10146-26) have been submitted to and approved in writing by the Local Planning Authority; and the buildings shall not be occupied until that junction has been constructed in accordance with the approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>   |
| 17 | <p>No part of the development that generates more than 443 new traffic movements during the morning peak period or 366 new traffic movements during the evening peak period onto Branston Road shall take place until details of the first section of the new estate road, including the realignment of Branston Road, a new bridge over the Canal, and a revised access to the employment area to the east of the Canal (as shown on the indicative plan DTA Drawing Ref No. 10146-31) have been submitted to and approved in writing by the Local Planning Authority; and the buildings in that part of the development shall not be occupied until that junction has been constructed in accordance with the approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p> |
| 18 | <p>No phase of built development that requires access to or from the main estate road shall take place until details of the route and specification of that section of the main estate road (as indicated in the approved Transportation and Highways Phasing Strategy) have been submitted to and approved in writing by the Local Planning Authority; and the buildings in that phase shall not be occupied until that section has been constructed in accordance with the approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and</p>  |

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|    | Section 4).   |
| 19 | <p>The main estate road, connecting Branston Road to Shobnall Road, shall not be completed until details of the revised junction of the main estate road and Shobnall Road (as shown on the indicative plan DTA Drawing Ref No. 10146-33 Rev E) have been submitted to and approved in writing by the Local Planning Authority; and completed in accordance with the approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>   |
| 20 | <p>No development west of the Canal, and accessed from Branston Road, shall take place until details of a footpath link from development west of the Canal to the A38 underpass south of Branston Interchange, including a traffic management scheme across the existing bridge of Branston Road over the Canal or the proposed new road bridge at this location, have been submitted to and approved in writing by the Local Planning Authority; and the buildings in that part of the development shall not be occupied until the works have been constructed in accordance with the approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p> |
| 21 | <p>No development accessed from Shobnall Road shall take place until details of the footpath links to Shobnall Road and Centrum West have been submitted to and approved in writing by the Local Planning Authority; and the buildings in that part of the development shall not be occupied until the works have been constructed in accordance with the approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways to ensure that pedestrian links from the site are formed in accordance with East Staffordshire Local Plan Saved Policies BE1 and T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>  |
| 22 | <p>No more than 54,974 sq m of the employment floor space east of the Canal shall be occupied until details of an emergency vehicular access for this part of the development have been submitted to and approved in writing by the Local Planning Authority and thereafter implemented in accordance with the approved details.</p> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>   |
| 23 | <p>Applications for reserved matters for means of access for each phase of built development shall be in accordance with the approved Transportation and Highways Phasing Strategy and shall include (insofar as applicable) details of:-</p> <ul style="list-style-type: none"> <li>• Access to the principal roads, including the main estate road</li> <li>• Street layout and character, including measures to restrain the speeds of vehicles to 20mph</li> <li>• The route and specification of footpaths and cycle ways</li> </ul>   |

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|    | <ul style="list-style-type: none"> <li>• Parking, including the provision of secure cycle parking facilities for each house</li> </ul> <p>Reason: As recommended by Staffordshire County Council Highways in the interests of the safety of the users of the adjoining highway network in accordance with East Staffordshire Local Plan Saved Policy T1, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>  |
|    | <p><b><u>Strategic Green Infrastructure</u></b></p>  |
| 24 | <p>With the exception of the southern landscape buffer to Branston Road, the Tatenhill Lane Woodland, the Sports Hub and the Hillside Park, no development shall take place on any phase of the development until a detailed Landscaping and Public Open Space Scheme for any Strategic Green Infrastructure related to that phase of development has been submitted to and approved in writing by the Local Planning Authority. The tree planting and hard and soft landscaping works shall be completed in accordance with the approved details within 3 years following the first occupation of any buildings within any related development phase or before occupation of more than 50% of any related development phase, whichever is the sooner, unless otherwise first agreed in writing with the Local Planning Authority.</p> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that open space is provided to serve the development in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p> |
| 25 | <p>No housing development in the southern part of the site shall take place until a detailed Landscaping and Public Open Space Scheme for the southern landscape buffer to Branston Road and the Tatenhill Lane Woodland has been submitted and approved in writing by the Local Planning Authority. The tree planting and hard and soft landscaping works shall be completed in accordance with the approved details prior to first occupation of any dwellings in the southern part of the site accessed off Branston Road, unless otherwise prior agreed in writing with the Local Planning Authority.</p> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that open space is provided to serve the development in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>  |
| 26 | <p>No more than 1,750 dwellings shall be occupied until a detailed Landscaping and Public Open Space Scheme for Hillside Park has been submitted and approved in writing by the Local Planning Authority, and the tree planting and hard and soft landscaping works completed in accordance with the approved details, prior to the occupation of the 1,751st dwelling unless otherwise prior agreed in writing with the Local Planning Authority.</p> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that open space is provided to serve the development in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>   |
| 27 | <p>No more than 2,000 dwellings shall be occupied until a detailed Landscaping and Public Open Space Scheme for the Sports Hub area, as defined by the Landscape &amp; Green Infrastructure Parameter Plan (Fig 2.4 of the Design Guide), has been submitted and approved in writing by the Local Planning Authority and the tree planting and hard and soft landscaping works completed in</p>  |

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|    | <p>accordance with the approved details prior to the occupation of the 2,001st dwelling, unless otherwise prior agreed in writing with the Local Planning Authority.</p> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that open space and sports pitches are provided to serve the development in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>  |
| 28 | <p>Each Landscaping and Public Open Space Scheme shall include (in so far as applicable) details of:-</p> <ul style="list-style-type: none"> <li>• Overall layout and design, including a statement of compliance with the principles of the approved Open Space Strategy;</li> <li>• The management and protection of existing trees, hedges and other landscape features to be retained;</li> <li>• A list of protected species known to require mitigation (as described in the Protected Species Mitigation Scheme);</li> <li>• The proposed planting of new trees, including details of the size, species, and positions or density of all trees to be planted, and the proposed time of planting;</li> <li>• Proposed hard landscaping works, including changes in ground levels, pedestrian and cycle access and circulation, hard surfacing materials, park furniture, children's play areas, fencing, walls, gates, lighting, and other appropriate works;</li> <li>• Proposed soft landscaping works, with reference to planting plans, written specifications for plant and grass establishment, schedules of plants, programme of implementation, and the requirements of any Protected Species Mitigation Scheme;</li> <li>• Landscape and ecological management plans, including long term design objectives, management responsibilities and maintenance schedules.</li> </ul> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that open space is provided to serve the development in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p> |
| 29 | <p>If within a period of 5 years from the date of planting of any tree or plant within the Strategic Green Infrastructure, that tree or plant, or any tree or plant planted in replacement of it, is removed, uprooted or destroyed or dies, another tree or plant of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives written consent to any variation.</p> <p>Reason: To ensure that any initial plant losses are overcome in the interests of the visual amenities of the locality in accordance with East Staffordshire Local Plan Saved Policy BE1 and the East Staffordshire Design Guide.</p>  |
| 30 | <p>The areas of the Strategic Green Infrastructure approved under condition 24 shall thereafter be retained in accordance with the approved landscape and ecological management plans for 20 years from the formation of that element of Strategic Green Infrastructure.</p> <p>Reason: To ensure that an approved Strategic Green Infrastructure is retained in the interests of the visual amenities of the locality in accordance with East Staffordshire Local Plan Saved Policy BE1 and the East Staffordshire Design Guide.</p>   |
| 31 | <p>The approved details of tree protection within the Strategic Green Infrastructure shall be complied</p>  |

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|    | <p>with before each phase of development commences and shall be retained at all times while construction work is taking place in relation to that phase.</p> <p>Reason: To ensure that existing trees and hedgerows within the site are protected during the construction process in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).</p>   |
|    | <p><b><u>Landscape Works within Built Phases of Development</u></b></p>   |
| 32 | <p>No development of any phase shall take place until full details of both hard and soft landscape works for that phase of development have been submitted to and approved in writing by the local planning authority.</p> <p><b><u>Hard landscape works details shall include:</u></b></p> <ul style="list-style-type: none"> <li>• proposed finished levels or contours;</li> <li>• means of enclosure;</li> <li>• hard surfacing materials;</li> <li>• minor artefacts and structures (eg. furniture, play equipment, refuse or other storage units, signs, lighting etc.);</li> <li>• proposed and existing functional services above and below ground (eg. drainage power, communications cables, pipelines etc. indicating lines, manholes, supports etc.); and</li> <li>• retained historic landscape features and proposals for restoration, where relevant.</li> </ul> <p><b><u>Soft landscape works details shall include:</u></b></p> <ul style="list-style-type: none"> <li>• planting plans;</li> <li>• written specifications (including cultivation and other operations associated with plant and grass establishment);</li> <li>• schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; and</li> <li>• implementation programme.</li> </ul> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that open space is provided to serve each phase of the development in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p> |
| 33 | <p>All hard and soft landscape works shall be carried out in accordance with the approved details prior to the occupation of any buildings to which they relate or, in the case of land / open space not directly related to any buildings, prior to occupation of any buildings adjacent to the land / open space in question, or in accordance with the programme agreed with the local planning authority, unless otherwise prior agreed with the local planning authority.</p> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that open space is provided to serve each phase of the development in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>  |
| 34 | <p>If within a period of 5 years from the date of planting of any tree or plant, or any tree or plant planted in replacement of it, is removed, uprooted or destroyed or dies, another tree or plant of the same species and size as that originally planted shall be planted at the same place, unless the</p>   |

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|    | <p>Local Planning Authority gives written consent to any variation.</p> <p>Reason: To ensure that any initial plant losses are overcome in the interests of the visual amenities of the locality in accordance with East Staffordshire Local Plan Saved Policy BE1 and the East Staffordshire Design Guide.</p>   |
| 35 | <p>A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than privately owned, domestic gardens, shall be submitted to and approved by the local planning authority prior to the first occupation of any part of the development for its permitted use. The landscape management plan shall be carried out as approved.</p> <p>Reason: To ensure that areas of landscaping and open space are subject to an ongoing maintenance regime in the interests of the visual amenities of the locality in accordance with East Staffordshire Local Plan Saved Policy BE1 and the East Staffordshire Design Guide.</p>   |
|    | <p><b><u>Tree Protection within Built Phases of Development</u></b></p>   |
| 36 | <p>No development of any phase shall take place until tree survey details, tree protection measures and tree management works (all in accordance with BS5837:2012) for that phase of development have been submitted to and approved in writing by the local planning authority and these works shall be carried out as approved before any equipment, machinery or materials are brought on to the site for the purposes of that phase of the development, and shall be maintained until that phase of development is completed and all equipment, machinery and surplus materials have been removed from site.</p> <p>Reason: To ensure that existing trees and hedgerows within the site are protected during the construction process in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).</p> |
|    | <p><b><u>Ecology</u></b></p>  |
| 37 | <p>No development of any phase shall take place until an Ecological Survey, taking into account key features and habitats within that phase of development and mitigation in accordance with the principles in the approved Protected Species Mitigation Strategy, has been submitted to and approved in writing by the Local Planning Authority. The development of that phase is to be completed thereafter in accordance with any mitigation measures (a Protected Species Mitigation Scheme) required by the submitted survey.</p> <p>Reason: As recommended by Staffordshire Wildlife Trust to ensure the development does not harm protected species in accordance with the National Planning Policy Framework (particularly Section 11).</p>   |
| 38 | <p>No works for the demolition of the bungalow, and associated barns and outbuildings to Lawns Farmhouse shall take place until updated Bat Roost Surveys, in accordance with the approved Protected Species Mitigation Strategy, have been submitted to and approved in writing by the Local Planning Authority, with the works for demolition to be completed thereafter in accordance with any mitigation measures required by the updated surveys.</p> <p>Reason: As recommended by Staffordshire Wildlife Trust to ensure the development does not harm protected species in accordance with the National Planning Policy Framework (particularly Section 11).</p>   |

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|    | <b><u>Drainage</u></b>  |
| 39 | <p>The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (reference V0203, dated October 2012) and the following mitigation measures detailed within:-</p> <ul style="list-style-type: none"> <li>• Limiting the surface water run-off generated by the 1 in 100 year plus 30% for climate change critical storm so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off-site.</li> <li>• Outflow from the development shall be limited to a greenfield rate of run-off.</li> <li>• Finished floor levels are set no lower than 600mm above the 100 year plus 20% climate change flood level.</li> </ul> <p>Reason: As recommended by the Environment Agency to reduce the impact of flooding in accordance with the National Planning Policy Framework (particularly Section 10).</p>   |
| 40 | <p>No development of any phase shall take place until details of a Drainage Scheme for flood compensation, surface water disposal and foul sewage disposal for that phase has been submitted to and approved by the Local Planning Authority. The Drainage Scheme for each phase will be in accordance with the approved Site Drainage Strategy, will be based on sustainable drainage principles and assessment of the hydrological and hydrogeological context of the development, and must show that where infiltration systems are to be used in relation to surface water, that this will not pose a risk to groundwater quality. The approved Drainage Scheme for any phase of development, including any mitigation measures, shall be implemented before the development within that phase is first occupied.</p> <p>Reason: As recommended by the Environment Agency and Severn Trent Water Ltd to ensure that the development is supplied with acceptable drainage and to prevent the increased risk of flooding in accordance with the National Planning Policy Framework (particularly Section 10).</p>   |
|    | <b><u>Contaminated Land Remediation, Landfill Gas and Importation of Soil</u></b>   |
| 41 | <p>No development of any phase shall take place until a contaminated land assessment and associated remedial and / or mitigation strategy, together with a timetable of works for that phase, has been submitted to and approved in writing by the Local Planning Authority (LPA) and the measures approved in that scheme shall be fully implemented. The scheme shall include all of the following measures unless the Local Planning Authority dispenses with any such requirement specifically in writing:</p> <p>a) The contaminated land assessment shall include a desk study to be submitted to the Local Planning Authority for approval. The desk study shall detail the history of the site uses and propose a site investigation strategy, if required, based on the relevant information discovered by the desk study. The strategy shall be approved by the Local Planning Authority prior to any further investigations commencing on site.</p> <p>b) The site investigation, including relevant soil, soil gas, surface and groundwater sampling, shall be carried out by a suitably qualified and accredited consultant/contractor in accordance with a Quality Assured sampling and analysis methodology.</p> <p>c) A site investigation report detailing all investigative works and sampling on site, together with the results of analysis, risk assessment to any receptors and a proposed remediation and / or</p> |

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|    | <p>mitigation strategy shall be submitted to the Local Planning Authority. The Local Planning Authority shall approve such remedial and / or mitigation works as required prior to any remediation commencing on site.</p> <p>d) Approved remediation and / or mitigation works for that phase shall be carried out in full on site under a quality assurance scheme to demonstrate compliance with the proposed methodology and best practice guidance. If during the works contamination is encountered which has not previously been identified then the additional contamination shall be fully assessed and an appropriate remediation / mitigation scheme agreed with the Local Planning Authority, and</p> <p>e) Upon completion of the works, this condition shall not be discharged until a Remediation / Mitigation Validation Report for that phase has been submitted to and approved by the Local Planning Authority. The report shall include details of the proposed remediation and / or mitigation works and quality assurance certificates to show that the works have been carried out in full in accordance with the approved methodology.</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 the National Planning Policy Framework (particularly Section 11).</p> |
| 42 | <p>No development of any phase shall take place until it can either be demonstrated that the phase is not affected by landfill gas or it shall be confirmed that the building will be constructed to the standards specified within BRE Report 212 (Construction of new buildings on gas contaminated land) and the buildings shall only be constructed in accordance with the approved details.</p> <p>Reason: In order to safeguard human health and the potential for off-site migration in accordance with the National Planning Policy Framework (particularly Section 11).</p>  |
| 43 | <p>Any soil to be imported to the site shall first be chemically analysed for contaminants at a frequency of 1 sample per 500 cubic metres, 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 potentially contaminated material is not brought on-site and the potential for off-site migration in accordance with the National Planning Policy Framework (particularly Section 11).</p>   |
|    | <p><b><u>Construction Management</u></b></p>  |
| 44 | <p>No development of any phase shall take place until a detailed Construction Management Plan for that phase has been submitted to and approved in writing by the Local Planning Authority. Each detailed Construction Management Plan shall include (insofar as applicable) details of:-</p> <ul style="list-style-type: none"> <li>• A statement of compliance with the principles of the approved Strategic Construction Management Plan</li> <li>• Routing plan for construction traffic</li> <li>• Parking of vehicles on site for operatives and visitors</li> <li>• Loading and unloading of goods</li> <li>• Storage of plant and materials</li> <li>• Wheel washing facilities and other measures to prevent deleterious material being deposited on the highway</li> <li>• Hours of construction, including deliveries</li> </ul>   |

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|    |  |
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|    | <ul style="list-style-type: none"> <li>• Scheme of dust suppression</li> <li>• Noise and vibration impact assessment and management strategy.</li> </ul> <p>The phase of development shall be thereafter completed in accordance with the approved details and mitigation measures.</p> <p>Reason: As recommended by Staffordshire County Council Highways, and the Highway Agency in the interests of the safety of the users of the adjoining highway network, and also in the interests of the amenity of the occupiers of adjoining properties in accordance with East Staffordshire Local Plan Saved Policies BE1, T1 and T2, and the National Planning Policy Framework (particularly Paragraph 17, and Section 4).</p>  |
|    | <b><u>Minerals</u></b>   |
| 45 | <p>When submitting applications for discharging conditions requiring the submission and approval of the detailed layout and design of the Strategic Green Infrastructure within the site (i.e. Landscaping and Public Open Space Scheme), whether in whole or by phases, the developer shall submit a scheme(s) for prior extraction of between 75,000 and 100,000 m<sup>3</sup>, equivalent to 120,000 to 160,000 tonnes, of sand and gravel (giving the methodology and programme of works, including consideration of using the void for disposal of inert waste from the development), to the Local Planning Authority for approval in consultation with the Minerals Planning Authority. The works shall be executed in accordance with the approved scheme.</p> <p>Reason: To minimise the sterilisation of the mineral resource and to ensure that full consideration is given to the use of on-site aggregates in accordance the National Planning Policy Framework (particularly Section 11, and Paragraph 17).</p> |
|    | <b><u>Noise</u></b>  |
| 46 | <p>No residential development shall be completed in areas identified as falling into NEC noise category D.</p> <p>Reason: In the interests of the amenity of the future occupiers of the development in accordance with East Staffordshire Local Plan Saved Policy BE1 and the National Planning Policy Framework (particularly Section 11 and Paragraph 17).</p>  |
| 47 | <p>No development of any phase shall take place until details of noise mitigation measures to achieve the following noise levels within that phase have been submitted to and approved in writing by the Local Planning Authority:</p> <ul style="list-style-type: none"> <li>• Living Rooms - 35 Laeq Day;</li> <li>• Bedrooms - 30 Laeq Night - 45 Lamax Night; and</li> <li>• Outdoor Amenity Areas - 55 Laeq (day);</li> </ul> <p>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 development in accordance with East Staffordshire Local Plan Saved Policy BE1 and the National Planning Policy Framework (particularly Section 11 and Paragraph 17).</p>   |
| 48 | <p>No phase of employment development or development of the school shall take place until a Noise</p>  |

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|    | <p>Impact Assessment in relation to the industrial development, and fixed plant in relation to the school, has been submitted to and approved in writing by the Local Planning Authority. The approved 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 development in accordance with East Staffordshire Local Plan Saved Policy BE1 and the National Planning Policy Framework (particularly Section 11 and Paragraph 17).</p>   |
|    | <p><b><u>Miscellaneous Pre-commencement Requirements</u></b></p>  |
| 49 | <p>No development of any phase shall take place until samples and details of all materials to be used externally for that phase of the development 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>  |
| 50 | <p>No development of any phase shall take place, and no site works related to that phase shall be carried out, until details of all slab levels and any re-grading proposed for that phase 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 Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>   |
| 51 | <p>No development of the Local Centre shall take place until details of the design and the timetable of implementation of the pedestrian bridge over the canal at Branston Lock have been submitted to and approved in writing by the Local Planning Authority. The bridge shall thereafter be installed in accordance with the approved design and timetable for implementation, and retained as such for the life of the development.</p> <p>Reason: To safeguard the character and appearance of the development and its surroundings, and to ensure that acceptable linkages are provided between the local centre and employment area in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p> |
| 52 | <p>No development of any phase shall take place until a Site Waste Management Plan for that phase has been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved Site Waste Management Plan.</p> <p>Reason: To minimise waste generation, secure on-site waste management and promote the use of recycled and waste materials to reduce the overall amount of waste being sent to land fill and to decrease reliance on land-won primary aggregates in accordance the National Planning Policy Framework (particularly Section 11, and Paragraph 17).</p>   |
| 53 | <p>No development of any phase shall take place until a scheme of archaeological work, to include</p>   |

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|    | <p>the development of a Historic Environment Management Plan, post excavation, reporting and appropriate publication in accordance with a written scheme of investigation, in relation to that phase of the has been submitted to and approved in writing by the Local Planning Authority. Any recommendations of the Historic Environment Management Plan shall be complied with during the construction process.</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> |
|    | <b><u>A5 Unit</u></b>   |
| 54 | <p>The A5 use hereby permitted shall not be open to customers outside the following times 07:00 - 23:30 Mon-Sat, and 07:00 - 23:00 Sun.</p> <p>Reason: To protect the amenities of occupiers of adjoining properties and the locality in general in accordance with East Staffordshire Local Plan Saved Policy BE1, and the National Planning Policy Framework (particularly Section 11).</p>   |
| 55 | <p>No development shall take place on the A5 unit until full details of a mechanical ventilation system for the kitchen have been submitted to and approved in writing by the Local Planning Authority. The ventilation system shall be implemented in full in accordance with the approved details prior to the first use of the premises as a takeaway.</p> <p>Reason: In the interests of residential amenity and the character and appearance of the area in accordance with East Staffordshire Local Plan Saved Policy BE1, and the National Planning Policy Framework (in particular Paragraph 17 and Sections 11 and 12).</p>                                      |

Informatives(s)

|   |  |
|---|--|
| 1 | <p>For the purpose of this application development does not refer to any of the following enabling works: -</p> <p>Any work of demolition or site clearance<br/> Installation of Services<br/> Earthworks<br/> Drainage / Flood Attenuation Works<br/> Roadworks<br/> Landscape Maintenance Measures<br/> Construction Access<br/> Site Investigations<br/> Ecological Management Measures<br/> Archaeological Investigations<br/> Mineral Investigations and Extraction</p> |
| 2 | <p>The applicant is advised to take into account and act upon as necessary the comments of the following consultees: -</p> <p>Staffordshire Wildlife Trust<br/> Police Architectural Liaison Officer<br/> National Forest Company</p>  |

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|   |   |
|---|---|
|   | Natural England<br>Environment Agency<br>Staffordshire County Council Highways<br>Canal and Rivers Trust  |
| 3 | The applicant is advised to contact the Local Planning Authority to discuss design issues prior to the submission of any Reserved Matters applications.   |
| 4 | The applicant is advised in formulation of reserved matters plans in relation to the northern element of the scheme particular attention needs to be given to the adjoining archaeological and heritage assets, and the LPA and other statutory consultees (where necessary) should be involved early in the design process   |
| 5 | The quantities of sand and gravel reflect figures provided on behalf of the applicant, and should be recoverable across the site, primarily for use in the construction process. Should it prove viable to extract greater quantities of mineral, this will be welcomed.  |
| 6 | <p>The applicant is advised that a number of conditions require details to be approved before commencement of the development.</p> <p>This means that a lawful commencement of the approved development cannot be made until the particular requirements of these 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> |
| 7 | 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.  |

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 TBC

Signed .....

**Philip Somerfield B.A. Dip T.P., D.M.S. M.R.T.P.I**  
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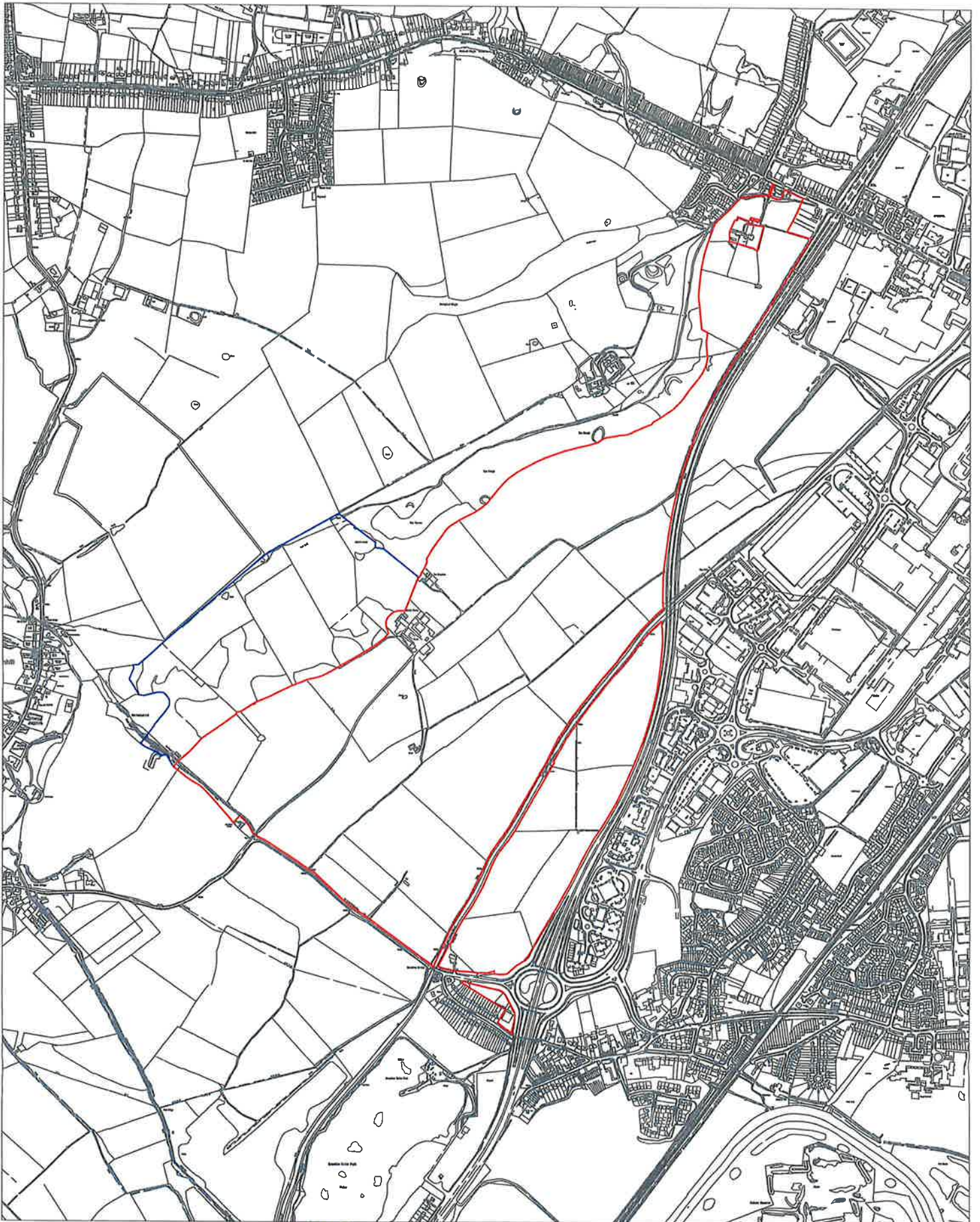
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|                           |            |   |
|---------------------------|------------|---|
| BRANSTON LOCK             |            | <br><small>Urban Design Landscape Heritage</small> |
| S108 PLANNING OBLIGATIONS |            |   |
| 13.02.2014                | 1:10000@A3 |   |
| NURTON-LF-004             | 1          |   |

North Urban Design Ltd  
Innovation Court, 171 Edmund St  
Birmingham B3 2JL

**NOTES:**

This plan provides an indicative illustration of the extent and nature of Strategic Green Infrastructure (Strategic GI) and the extent of 'Forest Area' constituting the National Forest contribution provided by the development.

All coloured areas on this plan are Strategic GI, except for the hatched area of the Hillside Park (Battlesled Ridge).

The majority of the Strategic GI is intended to be landscaped in accordance with National Forest principles. Only areas of pitches, formal short grass areas, formal park areas, play sites, the MUGA, allotments, and similar areas would not count towards the 'Forest Area'. These areas are highlighted on the plan and all other Strategic GI indicated should be considered as forming part of the 'Forest Area' contribution.

The total area of Strategic GI is 41.50 ha.

The total 'Forest Area' would be in excess of 32.23 ha.

**KEY:**

-  existing woodland & trees
-  existing hedges
-  proposed woodland & trees
-  proposed hedges
-  short grass areas such as pitches, kick-about areas and formal mown park areas
-  long grass areas & paths
-  water bodies (paler blue clear water; darker colour indicates marginal planting)
-  proposed built structure such as deck or play equipment & formal paving (whole area)
-  car park area or other hard surfacing such as MUGA or hard court
-  allotments
-  areas of non-Forest Area strategic GI such as pitches, formal short grass areas, formal park areas, play sites, MUGA, allotments, etc

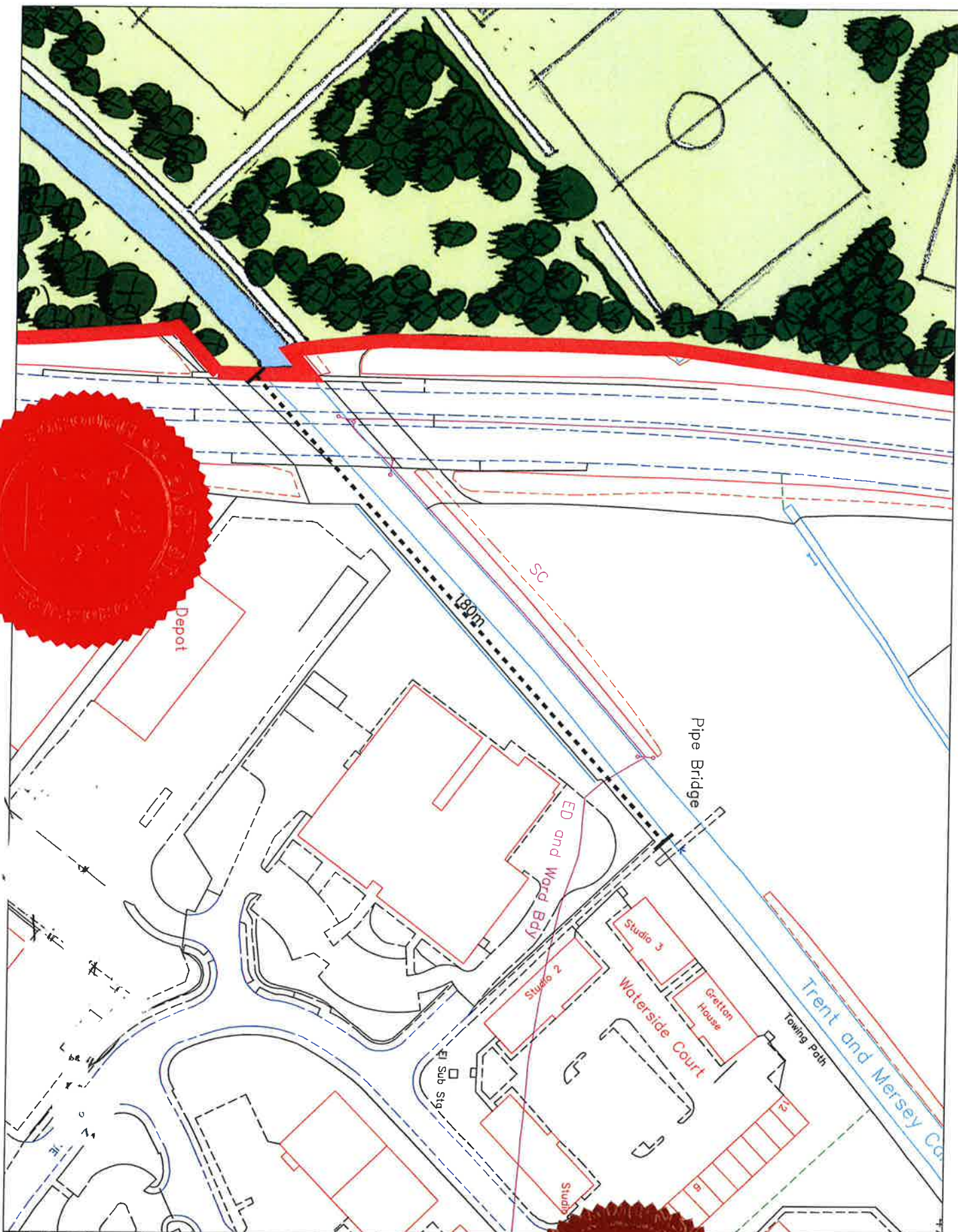


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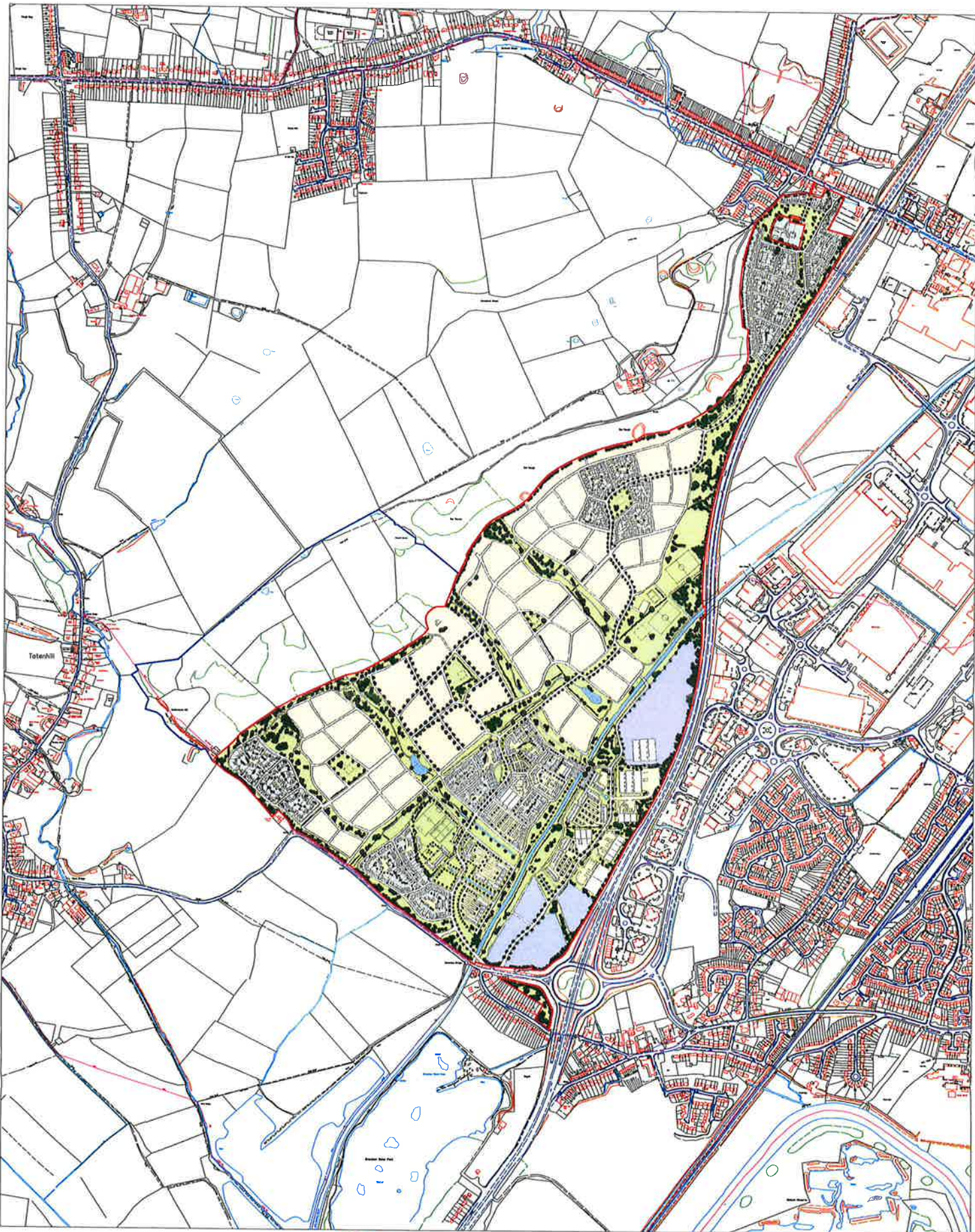
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 L8 1SE

BRANSTON LOCK

CANAL TOWPATH WORKS

|        |            |         |              |         |    |
|--------|------------|---------|--------------|---------|----|
| Date   | 04/07/2013 | Scale   | 1:1,000 @ A3 | Drawn   | KK |
| Client | NURTONLF   | Project |              | Checked |    |



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- KEY
- Sites of interest
  - Other land controlled by applicant
  - Residential
  - Employment
  - Public open spaces



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|                         |           |    |
|-------------------------|-----------|----|
| BRANSTON LOCK           |           |    |
| ILLUSTRATIVE MASTERPLAN |           |    |
| 13.08.2013              | 1:5000@A1 | ZK |
| NURTON-LF-003           |           | 3  |

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15/12/08 15/12/08

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121 Edmund St  
Birmingham B3 2HU



15322A

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| AS | AK |
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RIGHT TURN  
BOTH LANES

Existing footpaths to be removed.



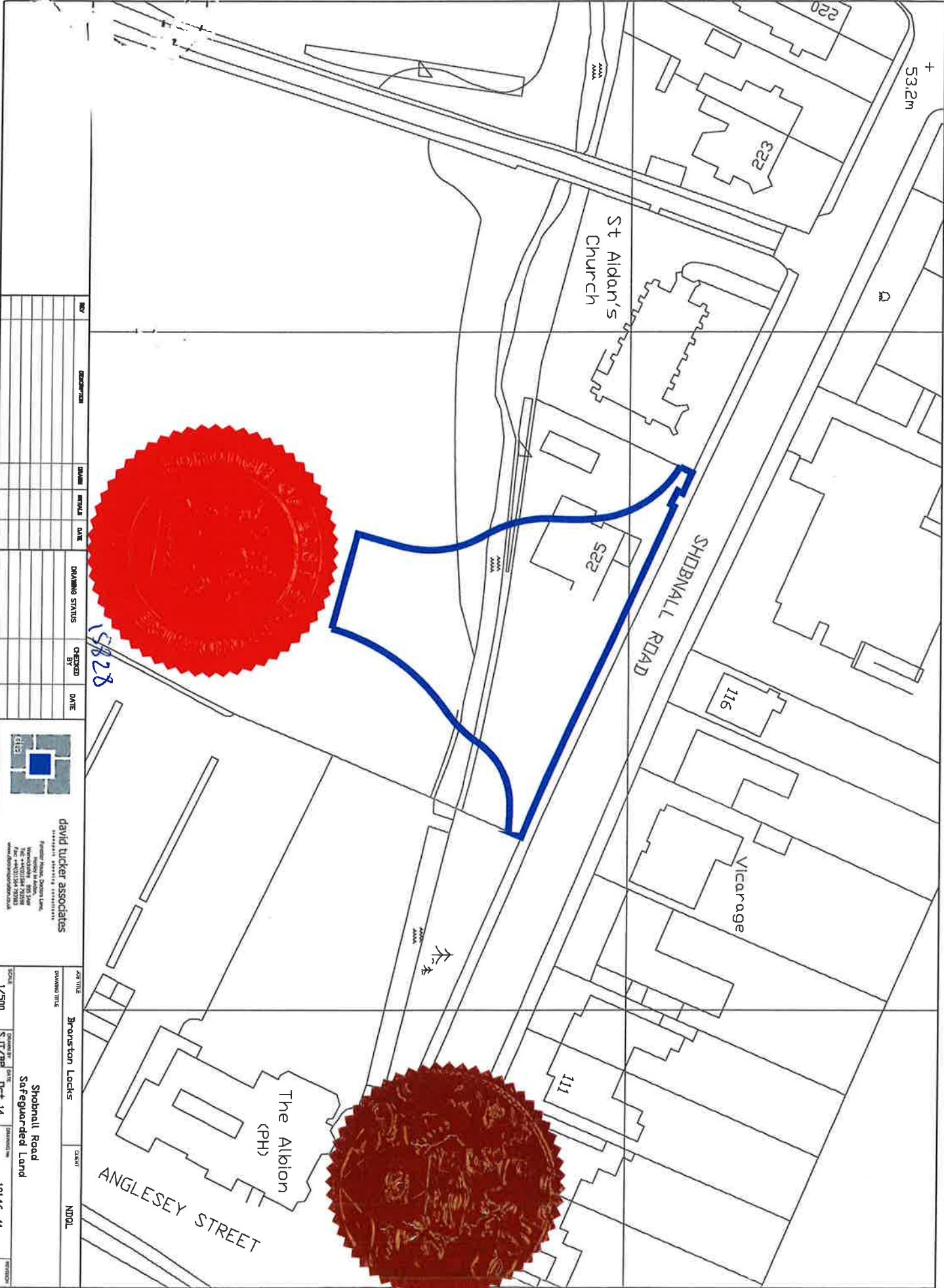
- K&A
- Proposed carriageway works
  - Proposed footway works
  - Proposed retaining wall.
  - Proposed ducting for traffic lights requires reinstatement work.
  - Proposed primary traffic signals
  - Proposed secondary traffic signals
  - Highway Boundary.
  - Proposed sign
  - Proposed street lighting
  - Proposed safety barrier.
  - Tactile paving at a controlled crossing.
- 15/2/23 15/2/23

1:1000  
15/2/23

| Code | Description            | Unit | Value |
|------|------------------------|------|-------|
| C    | Highway Secondary Road | M    | 357   |
| D    | Highway Primary Road   | M    | 357   |
| E    | Highway Footway        | M    | 357   |
| F    | Highway Footway        | M    | 357   |
| G    | Highway Footway        | M    | 357   |
| H    | Highway Footway        | M    | 357   |
| I    | Highway Footway        | M    | 357   |
| J    | Highway Footway        | M    | 357   |
| K    | Highway Footway        | M    | 357   |
| L    | Highway Footway        | M    | 357   |
| M    | Highway Footway        | M    | 357   |
| N    | Highway Footway        | M    | 357   |
| O    | Highway Footway        | M    | 357   |
| P    | Highway Footway        | M    | 357   |
| Q    | Highway Footway        | M    | 357   |
| R    | Highway Footway        | M    | 357   |
| S    | Highway Footway        | M    | 357   |
| T    | Highway Footway        | M    | 357   |
| U    | Highway Footway        | M    | 357   |
| V    | Highway Footway        | M    | 357   |
| W    | Highway Footway        | M    | 357   |
| X    | Highway Footway        | M    | 357   |
| Y    | Highway Footway        | M    | 357   |
| Z    | Highway Footway        | M    | 357   |

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DRACLOW PARK

**BARTON TURN HIGHWAY IMPROVEMENTS SHEET 1 OF 2**  
IPD-09-104-P-100



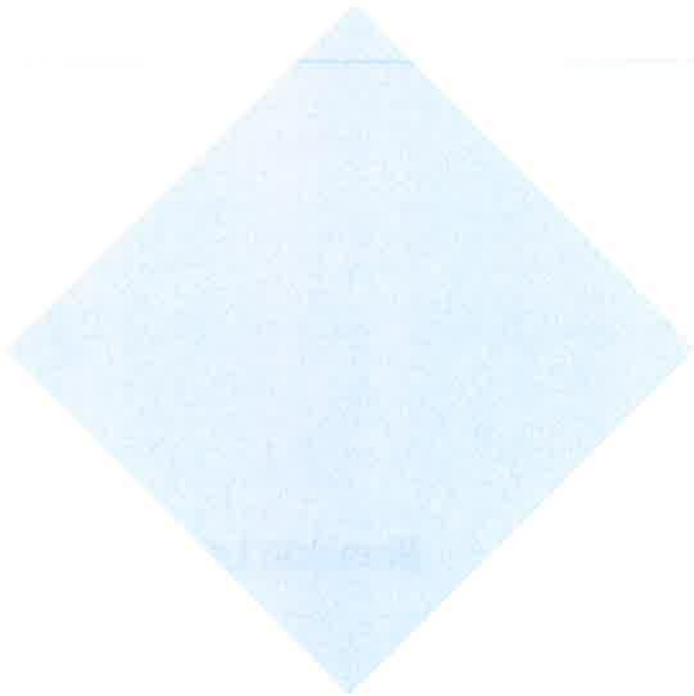
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JOB TITLE: **Shobnall Locks**
  
 DRAWING TITLE: **Shobnall Road Safeguarded Land**
  
 SCALE: 1/500
   
 DRAWN BY: SJT/BJP
   
 DATE: Dec 14
   
 SHEET NO.: 10146-41

15/293  
15/293





# Branston Locks, Burton upon Trent

## *Framework Travel Plan*



david tucker associates  
transport planning consultants

## Branston Locks

### *Framework Travel Plan*

25<sup>th</sup> July 2013  
SJT/10146-12c\_Framework Travel Plan - Final  
Agreed.docx

***Prepared by:***

**David Tucker Associates**

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***Prepared For:***

**Nurton Developments  
(Quintus) Ltd**

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## Appendices

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| <b>Appendix A</b> | Site Masterplan  |
| <b>Appendix B</b> | Pedestrian and cycling Connectivity                                    |
| <b>Appendix C</b> | Template Commercial Travel Plan (for employment, retail and care home) |
| <b>Appendix D</b> | Residential Travel Plan  |
| <b>Appendix E</b> | Public Transport Strategy  |



## **1.0 INTRODUCTION**

1.1 This Framework Travel Plan (FTP) has been prepared on behalf of Nurton Developments (Quintus) Ltd by DTA in respect of the proposed development at Branston Locks.

1.2 The FTP will provide the over-arching framework which sets out the Sustainable Travel Strategy (STS) for the site as a whole and will drive the production of the Residential Travel Plan for the development, and individual occupier specific Workplace Travel Plans for the employment, the Primary School and other relevant elements of the development such as the local centre facilities.

1.3 The life of the Framework Travel Plan will be the period taken to develop out the site plus any additional period required to fully ensure the individual Travel Plans flowing from it are in place and operating satisfactorily.

### *Vision Statement*

1.4 The development at Branston Locks is hoped to be an exemplar mixed use Sustainable Urban Extension being brought forward as a key part of the Planning Authority's plan for development in the town to 2031. This Framework Travel Plan sets out the very high priority being placed on achieving long-term sustainable travel solutions.

1.5 We want to create a high quality sustainable community with a balanced mix of homes, jobs and facilities to promote living and working on site. Sustainable travel will be at the heart of the development with excellent walking, cycling and public transport facilities, with infrastructure that is biased towards the sustainable travel option users. The development will be particularly attractive to those wishing to make a sustainable lifestyle choice.

### *Development and Framework Travel Plan Proposals*

1.6 The illustrative Development Masterplan which is attached in **Appendix A**. The outline planning application (with all matters reserved) for mixed use development comprise the following elements:

- *up to 2,500 dwellings (Use Class C3);*



- *up to 92,900 sq m (1,000,000 sq ft) of employment floor space (Classes B1, B2 and B8);*
- *a local centre providing up to 3,716 sq m (40,000 sq ft) of retail floor space (Classes A1, A2, A3, A4 and A5), up to 929 sq m (10,000 sq ft) of healthcare and associated community uses (Class D1), a residential care home of up to 160 bed spaces (Classes C2 and C3), and up to 555 sq m (6,000 sq ft) of pub/restaurant (Classes A3 and A4);*
- *primary school;*
- *a hotel of up to 80 rooms;*

- 1.7 A Travel Plan (TP) is a long-term management strategy for an occupier or site that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed. ("Delivering Travel Plans through the Planning Process" published by the DfT in April 2009).
- 1.8 The proposed development will include residential and commercial elements and it is too early to identify end users at this stage. The development will result in wholly new operations for which information regarding specific travel patterns must be forecast. Whilst a development framework has been prepared, the scale and form of individual buildings, and the scope of reserved matters applications and individual sub-phases are also undefined at this stage.
- 1.9 This document therefore acts as an umbrella plan and sets out the overarching commitments made by the developer in the context of operating the site wide strategy and where necessary interaction with individual travel plans / organisation and residents.
- 1.10 The FTP aims to interact with all aspects of the development providing an action plan for promoting sustainable travel throughout Branston Locks as a whole, whilst providing co-ordination between individual site specific travel plans adopted by businesses, the new primary school and the residential areas within the site.
- 1.11 In addition, it is the intention to improve connectivity to, and integrate the proposed development with, the existing adjacent residential and commercial communities. Hence there will be a specific element of the marketing and communication strategy (set out later in this document) that will seek to inform residents and employers/users of the adjacent areas of the additional facilities available to them. It is hoped that many of these FTP strategies will be embraced by residents and businesses in the



Centrum , Shobnall and Branston areas, which will bring additional benefits to the area as a whole.

1.12 It also acts as a guide, where appropriate, for occupiers to produce more detailed travel plans tailored to their organisation, which will outline specific measures and timescales for their implementation. The implementation timescales and monitoring are discussed in more detail below.

1.13 A Travel Plan should detail specific targets, that should be SMART - Specific, Measurable, Achievable, Realistic and Time bound. In terms of objectives, DfT guidance "The essential Guide to Travel Planning" (2008) states that travel plans should deal with the following key issues:

#### **Workplace Travel Plans**

- Develop a better understanding of the travel habits and travel to work arrangements of all employees;
- Obtain information on travel habits of employees via an organisation wide survey;
- Establish arrangements for publicising the travel plan and maintaining the information as it develops; and
- Raise awareness of alternative travel options with new employees.

#### **Traffic congestion**

- Encourage the use of alternative forms of transport to reduce the number of cars on the road;
- Consider how to promote alternative options to the car for staff;
- Provide facilities for alternative transport options to council for staff; and
- Operate a car share scheme.

#### **Health and wellbeing**

- Contribute to the improved health and well being of staff and citizens; and
- Promote the health benefits of walking and cycling to work.

#### **Car park management**

- Reduce the number of cars requiring parking spaces; and
- Reduce the environmental, social and business impact.

1.14 The Travel Plan therefore includes the following for the individual elements of the site (as set out in para 1.6):

- A strategy for setting target modal share for access to the site;
- A strategy for achieving the target; and
- A process for monitoring progress towards achieving the target.

1.15 The strategy includes:

- Walking incentives;
- Cycling incentives and facilities;
- Public transport initiatives;
- Car parking management; and
- Measures to reduce the need to travel.

1.16 Based on the above, the Travel Plan seeks to manage travel patterns safely and efficiently. The overall package of measures therefore includes the following infrastructure measures:

- This Travel Strategy.
- Initial Bus Provision.
- Linkages to existing walking / cycling networks.
- Access management to and within the site;
- A new junction to Shobnall Road and safety improvements in the vicinity.
- Improvements to Branston Interchange.
- Traffic management through the village of Tatenhill.
- Safety and Capacity Improvements through Burton.
- Safety Improvements to Trunk Road (A38).

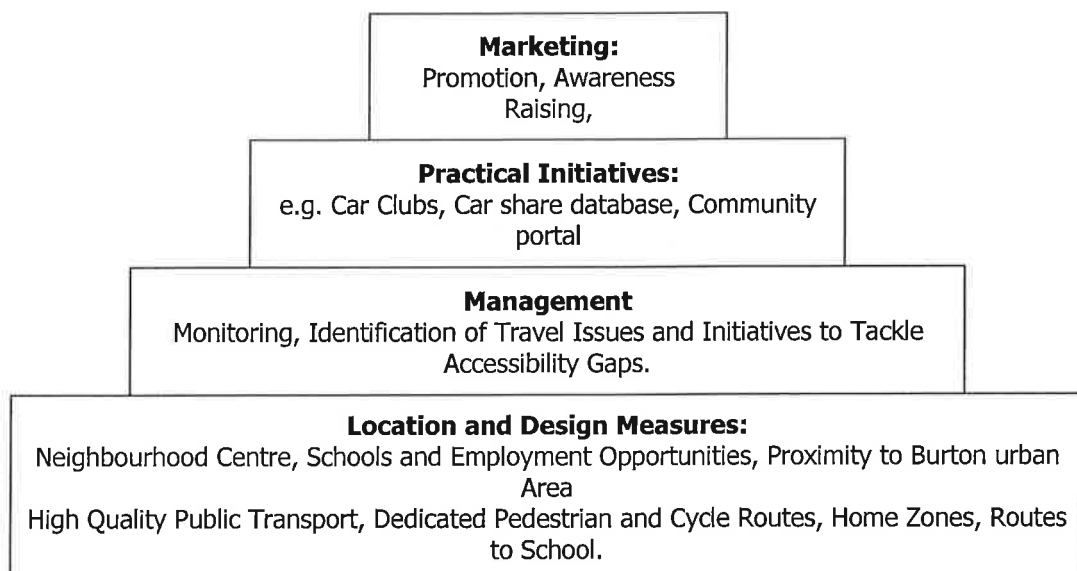
1.17 The likely timing and proposed delivery of these are discussed in detail below together with ongoing refinements to the mitigation strategy as the Travel Strategy itself progresses in line with the development programme, which is anticipated to be of the order of 15 years, subject to market conditions.



## 2.0 STRATEGY STRUCTURE

### 2.1 Introduction

2.1.1 In terms of the overall structure of the strategy, reference has been made to "Good Practice Guidelines: Delivering Travel Plans through the Planning Process" published by the Department for Transport in April 2009. This sets out the concept of the 'Travel Plan Pyramid'. This has been adopted for the purposes of this FTP:



### 2.2 Travel Plan Branding

2.2.1 Branston Locks will ultimately be a large mixed use development with a significant local centre, a primary school and other facilities. Creating a strong Branston Locks Travel Plan brand identity will be a key component to the success of achieving sustainable travel patterns from day-one that are maintained for the life of the development. A great deal of effort will be applied to ensure that the residents and occupiers 'take ownership' of the sustainable Framework Travel Plan living and working concept for Branston Locks.

2.2.2 The illustrative site layout Masterplan attached in **Appendix A** shows the local centre and public transport hub towards the centre of the site. This local centre is being



provided in the early phases and will have strong direct links to the existing residential and commercial areas adjacent to the site.

2.2.3 As the development phases progress, the primary hub will be formed which will be central to the whole mixed-use development. It is expected to contain a range of retail, food and drink uses, and community facilities (potentially including a health centre, nursery and provision for the elderly). There will also be a substantial public transport hub with high quality waiting facilities and real-time information systems.

2.2.4 This wide range of high quality facilities will be developed to ensure that as much of the community's local needs as possible are catered for within Branston Locks, and a substantial level of trip containment within the site is achieved.

2.2.5 Any Travel Plan must ensure that sustainable patterns are ingrained from the outset of the development. Individuals travelling to, from and within the site must therefore be aware of the Travel Plan and what it aims to achieve. It is also important that good public transport, cycling and walking facilities are provided at the earliest stages when travel habits are forming i.e. influence the car ownership decisions choices that may be made when individuals or family move home, school or employment etc.

2.2.6 In particular, the primary infrastructure for the bus route within the site will be completed early and kept clear of construction process impediments to the free circulation of buses through the development. It is important that public transport is seen to be a high quality unencumbered service from the very beginning in order to ensure it is an attractive alternative to the private car.

## 2.3 **Location and Design Measures**

2.3.1 The design measures implemented at the early stages of the Branston Locks development will effectively underpin the subsequent tiers of the strategy. The provision of primary education, leisure and shopping facilities, alongside employment opportunities within the site will reduce the need for residents of the scheme to travel longer distances.



- 2.3.2 Furthermore by providing an attractive environment for walking and cycling whilst facilitating integration with existing public transport, alongside new services, the potential for journeys to be made by sustainable means to destinations both within the Park and to the wider area will be significantly increased.
- 2.3.3 Parking restraint in line with central and local government policy will be a part of the internal layout design.
- 2.3.4 Non-vehicular routes within the site, for example between residential areas and the primary school/local centres, will be located on the most effective 'desire lines', whilst vehicular routes between these will be made less direct. An example of this, which will be developed in further detail for the Detailed Planning Application stages, is the connectivity with the existing Sustrans route which runs through the site and. This will reinforce the message that it is better to walk and cycle to such facilities than use the car.
- 2.3.5 Sections 4 and 5 of this Strategy therefore sets out the practical design measures to be put into place in order to lay the foundations for sustainable travel both to and from and within the Park.

## 2.4 **Strategy Management**

- 2.4.1 The design measures that effectively form the foundation of the Strategy will be determined at the detailed planning stage of the development. However the continued development of the Strategy in terms of establishing additional initiatives aimed at widening travel choice will need to be managed.
- 2.4.2 Additionally the success of the initiatives will need to be independently monitored (see Section 8 of this FTP which sets out the monitoring strategy) to determine their effectiveness and whether there is a requirement for further schemes to be put into place.

2.4.3 The overall success of the Strategy will be principally measured against targets as set out within this document alongside details of other indicators that are to be used. Section 3 establishes the framework for the management of the Strategy.

## 2.5 **Practical Initiatives**

2.5.1 Section 4 sets out the practical initiatives that are to be implemented during the different phases of Branston Locks development. These initiatives aim to fill gaps in accessibility following measures established during the foundation stages of the Strategy. The effective management of the Strategy will enable the identification of additional practical initiatives, which may be required as the strategy and site are developed over time.

2.5.2 The measures are set out against the phasing plans for the development, so as to most effectively target the changing needs of Branston Locks through its anticipated 15-year build-out programme.

## 2.6 **Marketing**

2.6.1 Raising awareness through effective promotion and marketing of available sustainable travel options and their environmental, health and economic benefits forms the top of the Strategy Pyramid. Section 6 establishes the basic framework for the marketing of the aims and initiatives within the Strategy.



### 3.0 TRAVEL STRATEGY MANAGEMENT

#### 3.1 Introduction

3.1.1 The comprehensive transport strategy includes the provision of dedicated pedestrian and cycle routes to key destinations to and from the site and a high quality public transport service providing access between the whole of the development site and Burton upon Trent. These are shown in **Appendix B**.

3.1.2 However, it is clear that for a development of this scale and mix of uses there will be a number of different elements of the strategy ranging from the initial and ongoing infrastructure provided by the developer to individual choices made by residents, visitors and occupiers.

3.1.3 The overall objectives of the strategy are to:

- Reduce the need to travel to and from site and reduce the need to travel during peak hours.
- Provide safe and easy, sustainable access for all, increasing awareness of choice of travel modes and promoting social inclusion.
- Promote the health, wealth and environmental benefits of cycling, walking and using public transport - encourage healthy lifestyles and a sustainable development.
- Provide clear information to all employees and visitors on the alternative modes of travel to and from site.
- To provide the necessary transport and building infrastructure required for the more detailed occupier Travel Plans to be effective.
- To enable efficient access to the development by a number of alternative modes of transport.
- To provide an attractive, secure environment for pedestrians, cyclists and public transport users - enhance the safety and security of people travelling to and from site.
- Effectively manage the demand for car parking.

- Address the causes and potential impacts of climate change through reducing energy use and reducing emissions with the ultimate aim of delivering low-carbon development.
- Reduce negative environmental impact of fleet vehicles; business travel; and deliveries.

3.1.4 The Travel Strategy will therefore manage the development's travel demands both within the community and to wider destinations, building upon the foundations provided at the design stage of the development. The Strategy sets out the individual initiatives to be put into place in order to fill accessibility 'gaps' with the aim of making sustainable travel feasible for all those travelling to and from the development.

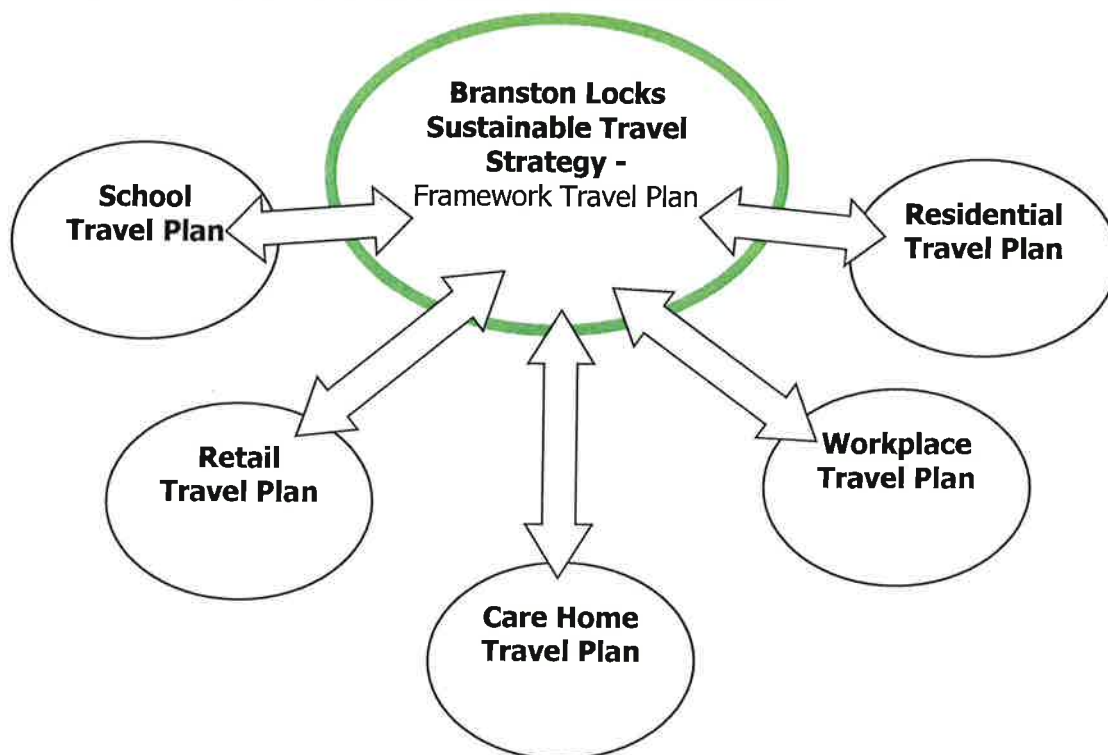
3.1.5 This Travel Strategy therefore provides a framework for the site as a whole. It provides for ongoing implementation of the strategy itself and any strategic infrastructure / initiatives to be provided by the development. These will dove-tail with individual Travel Plans for separate elements of the development, in accordance with the thresholds set out in the Guidelines for Transport Assessment (2007). This will result in Travel Plans for the:

- Employment uses;
- Residential areas;
- School;
- Retail (Food Retail units > 800m<sup>2</sup> and Non-food retail units > 1,500m<sup>2</sup>);
- Care Home

3.1.6 The need for Travel Plans on smaller elements of development (i.e. pub or employment uses of less than 10 employees, will be considered on a case by case basis. It is generally expected that separate plans will not be required in these cases. In the cases where a separate Travel Plan is not required, a Technical Note will be submitted to the LPA that sets out the justification for this, including details of how the employees or customers could benefit from measures implemented at the site. The Technical Note will need to be agreed and approved by the LPA



3.1.7 The interactions of these elements are summarised below.



### 3.2 **Sustainable Travel Strategy – Overall Management**

3.2.1 A Lead Travel Plan Coordinator will be appointed and funded by the Developer to oversee the implementation and continued development of the initiatives set out within the FTP. An external specialist company experienced in such work will provide the Lead Travel Plan Coordinator role. This mechanism will ensure that there is a truly independent entity providing this key role on the development, which should give confidence to the planning and highway authorities of the commitment being given to this.

3.2.2 The Lead Travel Plan Coordinator will be appointed by the developer prior to commencement of development to ensure that the Travel Plan is established and engrained into the development from the start. This will include overall management responsibility for the site as a whole and will also include the role of co-ordinating the Residential Travel Plan and liaising with the travel plan co-ordinators for each of the individual Travel Plans (i.e. for the employment, retail, and care home elements etc).



- 3.2.3 The Lead Travel Plan Coordinator will also be responsible for monitoring the progress of the Strategy and disseminating information to the local residents and businesses within Branston Locks and the wider community, Local Authorities and other interested bodies. Full details of the Coordinator's responsibilities are set out in **Table 1** below.
- 3.2.4 The developer will fund the position of the Lead Travel Plan Coordinator until one year following the completion of the development (which will be the completion of the total number of dwellings and employment of up to 2,500 and 92,900m<sup>2</sup> respectively, or some other total content as may be amended by future planning applications).
- 3.2.5 It is currently anticipated that this will be of the order of 15 years duration, although this will be affected by demand and prevailing economic conditions. Regardless of the development build out timeframe, this plan will run to a point 5 years following completion.
- 3.2.6 At the end of this period the position will be reviewed following which consideration will be given to the role being funded through the ring-fencing of funds generated by the sustainable travel ventures or potentially through end-user subscriptions. In particular, if the Travel Plan targets are not being met, consideration will be given to how this role could be continued and enhanced to bring about the required improvements in its effectiveness.
- 3.2.7 The details for the funding of the Travel Plan implementation and associated measures are given later in this document (Section 9).
- 3.2.8 Where appropriate the Lead Travel Plan Coordinator would prepare a business case to secure any additional funding, which is deemed to be necessary for the Travel Plan development. This would be targeted at responding to any identified deficiencies in the effectiveness of the overall Travel Plan measures where targets not being met and impairing the effectiveness of their implementation. The additional funding would be targeted at improving the effectiveness of such measures and hence increasing the success of the Travel Plan and seeking to reduce off-site mitigation liabilities such as off-site highway improvement works.





3.2.9 Naturally this will be a service that is tendered against an agreed specification as set out below, and hence the company cannot be identified at present.

3.2.10 The following table details the key roles of the Lead Travel Plan Coordinator:

**Table 1 – Lead Travel Plan Co-ordinator Roles**

| Overall Management of Travel Plan   |
|---|
| <ul style="list-style-type: none"> <li>- Managing and implementing the Framework Travel Plan and residential travel plan.</li> <li>- Setting up the Travel Plan Steering Group and local working group.</li> <li>- Informing the local authority of the progress of the residential development and first occupation of commercial buildings</li> <li>- Liaising with the end-users of the development and the local authority regarding the preparation of the individual travel plans as appropriate.</li> <li>- Being the first point of contact for all users of the site, providing overall advice to the individual companies and residents.</li> <li>- Communication and engagement with all parties/stakeholders</li> <li>- All activities related to the handover of the Travel Plan components to individual Travel Plan Coordinators relevant to the Workplace, Residential and Educational Travel Plans which will be developed up to one year after the completion of the development</li> </ul> |
| Site Wide Travel Plan Initiatives   |
| <ul style="list-style-type: none"> <li>- Liaising with the developer regarding funding and delivery of site wide infrastructure (external and internal).</li> <li>- Setting up the Staff Travel Database for the whole site.</li> <li>- Setting up the Intranet Travel website for the whole site.</li> <li>- Setting up the Car Share database for the whole site.</li> <li>- Setting up Specific User Group meetings.</li> <li>- Setting up meetings with the local authorities, Parish Councils and public transport operators.</li> <li>- Liaison with operators and negotiation of any desired public transport service changes beyond the measure outlined in <b>Section 9</b> of this FTP.</li> <li>- Promoting the Plan to the outside community through public meetings.</li> <li>- Implementing promotional days and events.</li> <li>- Organising the site wide travel audit.</li> </ul>   |



|   |
|---|
| <b>Community Website</b>  |
| <p>Establishing a community website to provide the following:</p> <ul style="list-style-type: none"> <li>- Information on development progress</li> <li>- Information on public transport services (bus and train)</li> <li>- Provide real-time information where possible</li> <li>- Links to public transport and journey planner websites</li> <li>- Local walking and cycling information (including walking and cycling route maps)</li> <li>- News updates including information on travel strategy progress and upcoming events</li> </ul> |
| <b>Review of Data</b>   |
| <ul style="list-style-type: none"> <li>- Analysing the annual survey and presenting the results externally;</li> <li>- Gathering car club usage data;</li> <li>- Gathering bus patronage information;</li> <li>- Collection of car-share registration information;</li> <li>- Gathering and collation of results of employee travel survey results;</li> <li>- Gathering and collation of residential travel survey results;</li> <li>- Preparation of review report to local authorities.</li> </ul>   |
| <b>Implementation of additional measures</b>  |
| <ul style="list-style-type: none"> <li>- Liaising with local authorities and individual travel plan co-ordinators to identify additional sustainable travel measures should they be required</li> </ul>   |
| <b>Residential Travel Plan Initiatives</b>  |
| <ul style="list-style-type: none"> <li>- Promote and monitor car club</li> <li>- Prepare and distribute home welcome packs</li> <li>- Collation of feedback from within welcome packs</li> <li>- Initiate and organise personalised travel planning sessions</li> </ul>   |



|  |
|--|
| <b>School Travel Plan</b>  |
| <ul style="list-style-type: none"> <li>- Liaise with school TPC and where appropriate provide school TPC in holding promotional events to encourage parents, children and the staff to travel sustainably;</li> <li>- Provide the school TPC with travel information such as local cycle routes and healthy living information;</li> <li>- Gathering and collation of data to enable monitoring of the initiatives;</li> </ul>   |
| <b>Workplace Travel Plans</b>  |
| <ul style="list-style-type: none"> <li>- Liaise with TPCs at individual businesses;</li> <li>- Assist the TPCs at individual business with travel information and best practice guidance;</li> <li>- Gathering and collation of data to enable monitoring of the initiatives;</li> </ul>   |
| <b>Care Home Travel Plans</b>  |
| <ul style="list-style-type: none"> <li>- Liaise with TPC at Care Home;</li> <li>- Assist the TPC with travel information and best practice guidance;</li> <li>- Gathering and collation of data to enable monitoring of the initiatives;</li> </ul>  |
| <b>Retail Travel Plans</b>   |
| <ul style="list-style-type: none"> <li>- Liaise with TPCs for retail units;</li> <li>- Assist the TPCs with travel information and best practice guidance;</li> <li>- Gathering and collation of data to enable monitoring of the initiatives;</li> </ul>  |
| <b>Marketing</b>   |
| <ul style="list-style-type: none"> <li>- Explaining and marketing the Travel Plan to the individual companies and new residents (supported by a strong travel plan branding);</li> <li>- Producing all questionnaires, promotional and informative material;</li> <li>- Collating data on existing bus routes etc and circulating to new occupiers;</li> <li>- Organising development/community travel events and press releases;</li> <li>- Maintenance of community notice boards;</li> <li>- Promotion of initiatives.</li> </ul> |



### 3.3 **Branston Locks Steering Group**

3.3.1 The mechanism proposed for the delivery of the target non-car modal share and any ongoing mitigation/intervention is the establishment of the Branston Locks Travel Plan Steering Group (The BLSG). The primary role of the BLSG would be:

- to make overall decisions on the direction of the Travel Plan;
- to appoint an independent organisation to monitor the travel plans against their targets;
- to debate the effectiveness of the Travel Plan;
- provide a forum for airing ideas on how the effectiveness of the TP could be improved; and
- provide guidance to the Lead Travel Plan Coordinator.

3.3.2 It is anticipated that the BLSG would comprise the following key stakeholders:

- The Lead Travel Plan Coordinator;
- Staffordshire County Council as the lead authority;
- East Staffordshire Borough Council as planning authority;
- The Highways Agency; and
- Representatives from the Branston Locks development (i.e. residents, employees, and representatives from the care home, retail units and school).

3.3.3 It is likely that representatives from the individual tenants and public transport operators would be invited to attend meetings where appropriate.

3.3.4 The results/minutes of the BLSG will be widely communicated to interested parties associated with the Development.

### 3.4 **Development and Travel Plan Phasing**

3.4.1 As set out earlier in this FTP document, it is proposed that the development would be implemented in phases, subject to market/commercial environment during the life of the development. However, it is important to note that the transport impact from the development is directly related to the vehicle trips it generates on the external highway network.



3.4.2 It is therefore a fundamental concept that this FTP, and more specifically the triggers for the implementation of mitigation measures, are related to target external vehicular trips. Therefore the build-out of the development will be expressed in Phases, but the triggers related to external vehicular trips will be referred to as Stages of the development. **Table 2** below summarises the current intentions for the phasing of the development.

**Table 2 – Expected Development Phasing**

|                           | Full Development | Phase 1 | Phase 2 | Phase 3 | Phase 4 |        |
|---------------------------|------------------|---------|---------|---------|---------|--------|
| Likely Year of completion | 2029             | 2017    | 2021    | 2025    | 2029    |        |
| Housing                   | 2,500            | 600     | 582     | 545     | 773     |        |
| B1                        | 27,870           | 5,115   | 11,378  | 11,378  | 0       | sqm    |
| B2                        | 37,160           | 6,819   | 15,170  | 15,170  | 0       | sqm    |
| B8                        | 27,870           | 5,115   | 11,378  | 11,378  | 0       | sqm    |
| Primary School (For site) | 630              | 210     | 210     | 210     |         | pupils |
| Local Centre              | 3,716            |         | 3,716   |         |         | sqm    |
| Hotel                     | 80               |         | 80      |         |         | beds   |
| Extra Care / Nursing      | 160              |         | 160     |         |         | beds   |
| Medical Centre            | 929              |         | 929     |         |         | sqm    |
| Public House              | 555              |         | 555     |         |         | sqm    |

3.4.3 The FTP strategy and measures will be tailored to the external vehicular trip triggers which are expected to be broadly comparable with the phasing. However, where specific interventions are required at different times these are discussed below. Where appropriate Travel Plan measures will need to be modified as the development progresses in order to most effectively target its needs. This would be one of the key tasks for the Lead Travel Plan Coordinator and the Branston Locks Steering Group.

### 3.5 **Workplace Travel Plans – Commercial Uses and Occupiers**

3.5.1 Travel plans will be prepared by individual businesses and other organisations, containing specific initiatives to promote and encourage sustainable travel. The Lead



Travel Plan Coordinator will be able to advise on the work required for individual companies.

- 3.5.2 Individual companies with over 40 employees will be required to prepare their own Travel Plans and have them agreed prior to occupation. For purchased sites this requirement will be controlled by the S106 and for rented buildings stipulated within any tenancy agreement. Companies under 40 staff would be assisted by the Lead Travel Plan Coordinator to set up a Travel Plan using a site based template (draft shown at **Appendix C**), and assist them in the use of the car share database and other site wide measures employed by all companies.
- 3.5.3 Travel Plans will be submitted to the local authority for approval within 6 months of occupation by the end user for their normal business activities.

### 3.6 **Residential Travel Plan**

- 3.6.1 The residential Travel Plan will be operated and managed by the Lead Travel Plan Coordinator. The Plan is attached at **Appendix D**. If appropriate, for example for social housing providers or the extra care facility, there will be scope for further individual travel plans to be provided by management companies to prepare more resident specific travel plans or sub-initiatives.
- 3.6.2 It should be noted that measures in each stage will continue through the life of the development build-out, and successive Stages will introduce additional measures that build upon earlier implementation.

#### **Travel Plan Measures Phase One and Two (approx. First 8 years)**

- 3.6.3 Prior to occupation, at the sales and marketing stage, a Travel Awareness Campaign which will be branded in line with the Travel Strategy will be implemented which will provide the following:

- Facilities would be provided in the local centre (or sales office prior to completion of the local centre) for an office from which the Lead Travel Plan Coordinator would operate.
- The local centre would have a kiosk where all sustainable travel materials would be permanently available.
- Sustainable travel information will also be distributed through:
  - Community centre/s;
  - Local Shops;
  - School;
  - Local GP surgeries.
  - On-site workplaces.
  - Offered directly to households via a Personal Travel Planning Programme.

3.6.4 A Personal Travel Planning (PTP) programme will be established for each of the development's residential units and will be targeted at residents before they move to the site. This would entail the provision of travel information packs for all which would include the following resources:

- information on neighbourhood and town-wide walking routes;
- leisure walking leaflets;
- information on local walking groups and events;
- walking for health leaflets;
- information on the establishment of a 'walking bus' for school children;
- cycling and public transport maps and guides;
- guides to local cycle routes;
- advice on choosing a bike and how to maintain it (cycle loan scheme, bike health-check, cycle lights and cycle trip computers);
- information on local cycle training facilities;
- information on taking your cycle on a train (for cycling to Burton Rail Station);
- public transport information (bus and rail route maps, stop and station locations, timetables);
- information on rail cards and other incentive schemes available to rail travellers;
- information about the development's car share scheme;
- advice on fuel efficient driving (eco-driving); and
- information on Shopmobility and advice on access and travel to local health care.

3.6.5 Each of the residential units will be provided with vouchers for free Burton/Swadlincote area-wide Arriva bus passes that will enable six, one person for one month passes to be obtained free of charge from date of first occupation.

- 3.6.6 In this way, one householder has six months of free travel or a couple would have three months free travel. As set out in the mitigation budget Chapter 9 of this FTP, if targets were not being achieved, an extension of the provision of bus pass vouchers would be introduced in a targeted manner to enhance the results.
- 3.6.7 This will provide substantial flexibility for the occupiers and greatly assist in influencing appropriate and sustainable travel patterns from day one.
- 3.6.8 Once a critical mass of dwellings has been achieved (approximately one year after first occupation), a commercially operated car club scheme will be provided. This will be linked to a similar provision in the employment part of the development, which would maximise the effectiveness of the scheme by combining business hours use, by employment occupiers, together with the greater out-of-hours use by private residents. This facility would be provided by a suitable car club operator. There would initially be one operator, and it is envisaged that the scale of the development in later phases would easily support two operators that would provide financial and service-level competition.
- 3.6.9 Independent Travel Training could be provided through the Staffordshire County Council scheme known as the TITAN system (Travel Independence Training Across the Nation).
- 3.6.10 It is a scheme designed and successfully used for over 20 years by Norfolk County Council schools and colleges. Staffordshire County Council is gradually introducing this scheme to Staffordshire schools and colleges, initially for students with learning difficulties and disabilities.
- 3.6.11 At present TITAN is being used at the Tamworth, Cannock and Rodbaston campuses of South Staffs College, Coppice School, Blackfriars School and Post 16 site, Queen's Croft School, Hednesford Valley High School, Newcastle College, Two Rivers High School, The Fountains High School, Burton College and The Meadows High School.





- 3.6.12 Whilst the current TITAN scheme is aimed at schools it would be beneficial to extend this to other residents of the development such as the retirement village, disabled people and patients who may be referred by their GP who have mobility issues.
- 3.6.13 Branston Locks will be designed to provide good connectivity throughout the site with high quality public transport, cycling and walking infrastructure including:
- Bus shelters with good quality seating and lighting;
  - Real-time service information;
  - Good quality footways/footpaths; and
  - Good quality, high legibility signage.
- 3.6.14 Cycle facilities and promotion will include:
- Provision of cycle parking;
  - Secure covered cycle shelters to be provided at the local/neighbourhood centres and school;
  - High quality cycle infrastructure;
  - Cycle route signage;
  - Promotion of 'Bike It' by Sustrans - [http://www.sustrans.org.uk/what-we do/bike-it](http://www.sustrans.org.uk/what-we-do/bike-it);
  - Cycle training – particularly in schools;
  - Provision of 'pool bikes' to businesses where appropriate; and
  - Regular visiting cycle maintenance and repair services.
- 3.6.15 In addition to physical measures covered above, broadband infrastructure is becoming a significant and important part of Travel Planning.
- 3.6.16 It is anticipated that the scale of the development will ensure that a 'cable' telecoms network will be provided. This would assist with home working and the effectiveness of video conferencing facilities in the employment zone, hence reducing the need to travel. It would be a requirement of the Developer that the telecommunications infrastructure provided in the site would be of sufficient quality that ensured a good standard of broadband speed would be available to all households and businesses.



3.6.17 The provision of electric vehicle charging points will be considered at workplaces and other destinations within Branston Locks where communal charging facilities could be employed.

**Phase Three (approx. years eight to twelve) (measures in addition to those outlined in Phase One and Two)**

3.6.18 As the development begins to achieve a critical mass, the Travel Plan measures would be enhanced as follows:

- Strengthen car parking restraint measures using parking management and enforcement strategies at the employment and local centres etc;
- Provision of dedicated parking spaces for car sharers at the employment sites and local centres; and
- Increased coverage of the car club scheme.

3.6.19 In the employment zone, an 'Enterprise Zone' will be established whereby businesses will be encouraged to form relationships to share facilities such as:

- Meeting rooms;
- Temporary office space;
- Video and teleconferencing facilities; and
- Business travel trips.

3.6.20 Businesses would be encouraged to work closely together in order to coordinate their Travel Plans and achieve mutual benefits that save them both time and cost. The TPC will look to create links with existing commercial users and operators in the Centrum area.

3.6.21 The increased scale of the development in this phase, together with the extensive measures encouraging sustainable travel patterns, would be likely to have developed a substantial public transport patronage. The Sustainable Transport Officer and Steering Group would explore the opportunities to enhance local bus route and frequency provision with local operators.

**Phase Four (approx. years twelve to fifteen) (measures in addition to those outlined in Phases 1 -3)**

3.6.22 The continued increased scale of the development in this phase, together with the extensive measures encouraging sustainable travel patterns, would enable further exploration of opportunities to enhance bus route and frequency provision with local operators. This will include the exploration of providing access by bus to Lichfield City Centre.

3.6.23 The marketing and promotion of the travel plan measures will be ongoing throughout each of the three phases of development.

### 3.7 **School Travel Plan**

3.7.1 The site layout currently envisages one 3 form entry primary school in line with Staffordshire County Council policy, the school will prepare their own travel plan with help and input from the Lead Travel Plan Coordinator who will provide help and background as set out in Table 1. Guidance on the preparation of the plan is also available from Staffordshire County Council.

3.7.2 Assistance would be provided by the Lead Travel Plan Coordinator to the establishment of 'Walking Buses' for schoolchildren. There would also be promotional events and activities as shown below:

- Walk on Wednesdays;
- Walk to School Week; and
- Wheelie Wednesdays.

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## **4.0 INITIAL DESIGN MEASURES**

### **4.1 Introduction**

4.1.1 The creation of a balanced community in terms of land-use represents an essential means of reducing the overall need to travel. Primary education is to be provided within Branston Locks alongside some leisure and shopping facilities. In addition over 90,000 sqm of employment floor space is to be created, enabling the development of employment opportunities within Branston Locks whilst generating two-way travel demand providing support for public transport services.

4.1.2 As set out above, the individual elements of the development will be required to develop their own individual travel plans in line with Government and Local Authority Guidance. These Plans will ultimately benefit from the design measures and monitoring put into place as part of the FTP.

### **4.2 Public Transport**

4.2.1 A public transport strategy has been developed for Branston Locks so as to maximise accessibility to key destinations for future residents, whilst providing access for existing and future employees working within the area. It achieves this by extending existing established services, thus ensuring maximum opportunity for residents of areas currently served to use the bus to gain access to employment and other destinations on the routes.

4.2.2 The details of the strategy are attached at **Appendix E**.

### **4.3 Walking and Cycling**

4.3.1 The Strategy aims through the master-planning process to make the majority of journeys within the development feasible on foot or by bicycle.

- 4.3.2 Branston Locks will include a large neighbourhood centre providing local shopping facilities including a small supermarket, non-food retail outlets, a medical centre, provision for the elderly, recreational facilities and a bar/public house.
- 4.3.3 It is considered that this range of facilities will act to meet the immediate needs of the local resident population while also providing for the needs of those working in the location.
- 4.3.4 The neighbourhood centre is to be located as such to maximise accessibility on foot from both the residential areas from the employment areas. No household will be greater than 1km from the neighbourhood centre, with at least 80% being 800m or less from the centre and at least 50% of households will be within 400m of the centre.
- 4.3.5 The primary school is to be located centrally within the residential development and as such will be within 400m of at least 50% of households and no more than 1km in distance from all of the households.
- 4.3.6 A traffic free pedestrian and cycle route will connect each area of the residential development with the local centre and the primary school, which in turn will connect to wider pedestrian and cycle routes.
- 4.3.7 A number of traffic free cycle and pedestrian routes will connect the site to the existing built up area of Burton upon Trent (see **Appendix B**).
- 4.3.8 The Trent and Mersey canal runs across the south eastern sector of the site. The canal towpath therefore provides a useful car free route from Shobnall Road into the site. The detailed design of the site layout will reflect this and allow pedestrian/cycle access from the canal into the site. The Canal and River Trust have identified improvements to the route and the precise details will be agreed through the planning process.
- 4.3.9 The development offers the opportunity for a new crossing that will be made via an existing underpass adjacent to the canal. This will provide walking and cycling linkages to Centrum West and beyond. This will be provided to a commensurate

standard within the Centrum development, and provide linkages to the excellent facilities with Centrum and beyond.

4.3.10 Branston Interchange currently has no pedestrian or cycle facilities and crossing the A38 at this point by pedestrians or cyclists is difficult. However, there is an underpass for the south of the Branston Interchange. The developer will fund improvements to the underpass in the form of improved lighting / security to ensure it offers an attractive route to pedestrians and cyclists. A route will be provided from Branston Locks via the old canal bridge to connect this crossing point to the development.

4.3.11 **Appendix B** shows the cycle and pedestrian connectivity between the development and Burton upon Trent.

4.3.12 **Appendix A** shows the internal traffic-free cycle route network. Covered bicycle parking is to be provided within the neighbourhood centre with further cycle storage provision included within the individual elements of the Masterplan the details of which will be contained within the respective travel plans.

4.3.13 The benefits of walking and cycling will be promoted through the individual travel plan initiatives and therefore tailored to the needs of the respective groups and organisations within Branston Locks.

#### 4.4 **Home Zones**

4.4.1 An overall emphasis will be placed upon creating 'home-zones' within the residential areas of Branston Locks. Within the home-zones the wider needs of residents will predominate over any provision for traffic. Street design and landscaping will be used to encourage speed restraint and provide an environment, which is conducive to pedestrian movement. All internal residential routes within the community will be designed to a 20mph speed limit.



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#### 4.5 **Safe Routes to School**

4.5.1 The use of home zones combined with the provision of dedicated pedestrian/cycle routes aims to deliver an environment, which is safe for children to travel for all purposes. In addition specific routes to the primary school from the neighbouring residential areas are to be identified with the provision of wider pavements on the approaches to the schools and school-specific markers regularly positioned en-route.

#### 4.6 **Parking Restraint**

4.6.1 The package of measures provided by the Sustainable Travel Strategy will act to reduce the need for widespread car-ownership and increase the use of sustainable travel modes as an alternative. Furthermore, initiatives such as the community car club, detailed within section 5.0, will provide access to vehicles without the responsibility of ownership.

4.6.2 Parking will be provided in accordance with Local Authority Standards. Opportunities will however be explored with the Local Authority to identify where parking can be reduced in areas of high accessibility or where reducing parking would support initiatives such as the car club.



## **5.0 STRATEGY INITIATIVES**

### **5.1 Real-Time Information**

5.1.1 Real-time information will be available at the main bus stopping points within the development. This will provide travellers with details of when the next bus is due. Real-time information will also be available via the Community website.

### **5.2 Car Club**

5.2.1 The developer will secure the establishment of a car club to meet the needs of the Community. This will be operated independently as a business providing a range of vehicle types and if necessary the developer will provide pump-priming investment. The car-club is to be seen as an essential component supporting the development of low-car housing as set out within Section 3.0.

5.2.2 The car club operator will be required to set up facilities so that these may be accessible to all aspects of the development. This will increase the effectiveness by integrating daytime commercial/employment demand, and evening/weekend residential demand.

5.2.3 Each car club vehicle will be supported with dedicated parking facilities being provided within the neighbourhood centre in close proximity to the low-car housing area and centrally in the employment zone. These vehicles will be available for use by all aspects of the development including the employment uses and the retirement village.

5.2.4 The Lead Travel Plan Coordinator who will ensure that the club is well promoted throughout all aspects of the development will closely monitor the operation of the Car Club. The developer will initially financially support the car club with the view to creating a club that is completely self-sustaining.



### 5.3 **Car Share Database**

5.3.1 The nature of the Car Share database will be for final determination by the LTFC but this could either be through use of the established Staffordshire CC Share-A-Lift scheme, or via the creation of a bespoke Community Car Share Scheme database which would be created with access provided through the Community website. It is expected that a bespoke database would be the most appropriate given the scale of the development, although this may not be as affective in the early stages.

### 5.4 **Delivery and Service Plan**

5.4.1 A Delivery and Service Plan will be established. This Plan would include implementing a mechanism to reduce the number of delivery trips being made to the site. There are different ways to achieve this such as the development's business occupiers working together to use common suppliers whereby deliveries can be amalgamated.

5.4.2 This would be an integral part of each commercial occupier's Travel Plan, and for the residential element of the development.

### 5.5 **Construction Traffic**

5.5.1 As part of the design and construction contract tendering process, construction phase management plans would be prepared that would be personalised to the specific contractors. The management plans would, amongst other issues, specify the construction delivery traffic routes, sites staff travel arrangements, times of the day when access for construction traffic would be limited etc.

5.5.2 The Lead Travel Plan coordinator would be responsible for developing the requirements of construction traffic management plans in association with the design and contract management teams, together with vetting contractors' proposals regarding their personalisation of the plans.



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5.6      **Specific Initiatives**

5.6.1      The collation of information from individual travel plan co-ordinators within Branston Locks, alongside other monitoring arrangements, will enable the Lead Travel Plan Coordinator to identify specific travel issues which can be addressed using a more focused approach. Therefore an additional budget will be provided by the Developer, for the implementation of specific initiatives that aim to fill accessibility 'gaps'.

5.7      **Marketing**

5.7.1      The benefits of Branston Locks in terms of the sustainable travel options available to potential residents will be actively marketed by the sales teams and Housing Associations. This is given more detailed consideration within the Residential Travel Plan annexed within this report.

5.7.2      The Residential Travel Plan includes the provision of home welcome packs setting out the sustainable travel options available to new residents. The pack will include a feedback survey to gather early information on perceived transport choices and give the option of receiving personalised travel planning advice.

5.7.3      Packs will also be provided to all residential property developers, which will be given to all prospective buyers as part of their sales information. These packs will set out the aims for the site to become an exemplar site in respect of sustainability, particularly in respect of travel options.

5.7.4      Choosing to live at Branston Locks will be part of a lifestyle choice, and it is important that prospective purchasers are able to understand the extensive range of sustainable travel options available, as this will influence their choice of dwelling/car ownership package from the outset.

5.7.5      The benefits of sustainable travel will also be marketed to potential occupiers of the business units with concise information on the range of travel choice available to employees from within Branston Locks and the wider area being provided within sales information.



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5.8      **Community Travel Events**

5.8.1      Regular Travel Events are to be organised by the Lead Travel Plan Coordinator in liaison with the Travel Plan Co-ordinators of individual businesses, the school and other Community organisations. In particular the Community will actively take part in national events such as Bike Week.

5.8.2      Such events will allow an opportunity for continued marketing of the aims of the Strategy and enable wider participation within the Community.

5.9      **Continuous Marketing**

5.9.1      In addition to the hosting of regular events the objectives of the Strategy will be continuously marketed via the Community Portal, local press and public notice-boards.



## **6.0 ENGAGEMENT, CONSULTATION AND COMMUNICATION**

### **6.1 Introduction**

6.1.1 A vital component of the Travel Plan is to primarily make those that it affects aware of its existence and their role in helping to achieve its objectives. It is therefore extremely important for the Travel Plan to be effectively marketed and promoted to all occupiers of the development and local community to raise awareness and to foster their support in it.

6.1.2 It is essential that all occupiers are aware of the Travel Plan and that they support its objectives. Whilst the Developer will remain responsible for the Travel Plan until the development build-out is complete, the aspiration is for occupiers to 'take ownership' of the Travel Plan and buy-in to its objectives to maximise its success. Raising awareness of the plan will be particularly challenging amongst residents who are a transient population and will therefore need to be continually reminded about the plan.

6.1.3 The following measures will assist to with the engagement, consultation and communication of the Travel Plan.

### **6.2 Engage**

6.2.1 It is crucial that all occupiers are engaged in the process of the Travel Plan from the outset. Whether it be moving to a new home or starting a new job this is the time to influence travel behaviour.

#### *Residents:*

- Engaged from day one through sales literature and sales staff explaining the existence and purpose of the development's Travel Plan.

#### *Businesses:*

- Sign up to the Travel Plan and agree to develop individual bespoke travel plans tailored to their business needs.

6.2.2 It will be important to also achieve wider engagement with the local community, local authority, local schools, businesses, leisure centres, public transport operators to maximise the success of the Travel Plan.

### 6.3 **Consult**

6.3.1 All occupiers will be encouraged to give feedback on and evaluate the Branston Locks Travel Plan and thereby have the ability to influence the process.

*Residents:*

- Presentation of Travel Plan proposals and objectives - demonstrating impact of trips on local road network;
- Open evenings / drop in sessions;
- Neighbourhood forums;
- Personal journey planning; and
- Representatives from the occupiers will sit on the Branston Locks Steering Group.

*Businesses:*

- Presentation of Travel Plan proposals and objectives – demonstrating impact of trips on local road network;
- Open evenings / drop in sessions;
- Stakeholder meetings;
- Personal journey planning; and
- Representatives from the occupiers will sit on the Branston Locks Steering Group.

### 6.4 **Communicate**

6.4.1 A strong brand identity will be developed for the Branston Locks Travel Plan. This will aim to ensure that the occupiers, both residents and businesses 'take ownership' of the sustainable living and working concept for the development.

*Residents:*

- Sales Literature;
- Home welcome packs;
- Public notice boards;
- Neighbourhood newsletter;
- Community website / portal;



- Leaflets / fliers;
- Door to door calls;
- Newsletters providing news updates to keep occupiers informed; and
- Community Travel Events.

*Businesses:*

- Community website / portal;
- Leaflets / fliers;
- Newsletters providing news updates to keep occupiers informed; and
- Community Travel Events.

6.4.2 The Community website would provide information on the Travel Plan, local transport provision and the initiatives being put in place to encourage occupiers to change their travel behaviour. The website will be designed to make users aware of the travel options that are available to them, and to help them plan their own personal sustainable journey.

## **7.0 TARGETS**

### **7.1 Introduction**

- 7.1.1 The location of Branston Locks is immediately to the west of Burton-upon-Trent and as outline above, good linkages can be achieved with the existing urban area of the town.
- 7.1.2 From the 2011 Census data, it is clear that there are established travel patterns of sustainable travel in the Burton area, which supports the Developer's view that this site would have the potential for modal shift away from single occupancy private car, to the order of magnitude this report proposes.
- 7.1.3 This evidence demonstrates that the population in the area surrounding Branston Locks has travel patterns that for example show that only 77% of the resident population travel to work as a driver of a vehicle.
- 7.1.4 This adds confidence that with a well designed and managed Travel Plan strategy for the Development, the overall modal shift from single occupancy private vehicles at the site should be in the order of 30% and on this basis it is considered that it would be possible to achieve of the order of 30% reduction in peak hour off-site car usage.
- 7.1.5 It is less easy to achieve this challenging level in the early days of the development as, for example, there needs to be a critical mass of local services to achieve containment within the development. Therefore it is proposed to scale-up the modal shift target in line with the phasing aspirations set out previously.
- 7.1.6 It has been agreed in discussions with all highway authorities to have a series of staged targets that relate to the vehicle trips entering and leaving the site, as this directly represents the physical impacts for which the mitigation is required. These targets are set out below and represent trip reduction forecasts from the existing base-line traffic generation assumptions.



- 15% trip reduction by at the end of Phase One
- 20% trip reduction by the end of Phase Two
- 25% trip reduction by the end of Phase Three
- 30% trip reduction at the point where the development is complete.

7.1.7 It has further been agreed with the highways authorities involved, that the most appropriate measure for achievement of the desired target would be based upon the number of trips (expressed in PCU – passenger car units) actually recorded at the entrance/exit for the development.

7.1.8 This is the logical measure, as it is the additional physical vehicle trips arising from the proposed development that the mitigation requirements are directly linked to. It has already been stated that permanent traffic counting equipment will be installed in the site access roads which will provide 24/7 data on the number of vehicle movements generated by the site. The monitoring strategy set out below in Section 8 confirms how the Travel Plan will assess demand impact on the Strategic Road Network and will also define how vehicle numbers relating to both Construction Traffic and any through traffic once the development is complete can be discounted from the assessment.

7.1.9 In addition to overall traffic flows, the Travel Plan will also include targets for increasing use of non-car modes and these will be developed at the detailed design stage as they will vary depending on the level of public transport / walking and cycling infrastructure provided at the time.

7.1.10 More details of this monitoring strategy are given in Section 8.

7.1.11 The precise details of these triggers and maxima thresholds will be set out in detail in the s.106 Agreement and/or conditions and summarised below:





**Table 3 – Transport Infrastructure Delivery Plan**

| Phase                 | Pedestrian / Cycle Routes  | Public Transport<br>(Detailed in Travel Plan)  | Vehicle Access   | Off-site Improvements  | SCC contribution      |
|-----------------------|--|--|--|--|-----------------------|
| 1                     | Create new links to Shobnall Road and link to Centrum West.<br>Create new links from southern area to Canal and Branston Road. | Upgrade Service 10 to north and provide new bus stops and turning head.<br>Provide extended service to southern site and turning head. | Northern access point – (drawing 10146-25)<br>Southern access points (10146-26/27)           | Contribution to Tatenhill Works (£150,00)<br>Contribution to Shobnall Road (£31,200).  | As per schedule above |
| 2                     | Extend network of internal routes, provide full upgrade to access to canal towpath and Sustrans route                          | Further extensions to above, provision of public transport hub in neighbourhood centre.  | Provide new link from Tatenhill Lane and canal bridge crossing.                              | Interim improvements to Branston Interchange (10146-32) – Based on traffic flows of 1,420 AM and 1,630 PM.                           |                       |
| 3                     | Extend network of internal routes.   | Complete distributor road and provision of new bus service through site and into Burton Town Centre.                                   | Completion of distributor road, upgrade of northern access to roundabout (Drawing 10146-33). | Final improvements to Branston Interchange /Junction D(Drawing 10146-31) – Based on traffic flows of 2,000 AM Peak and 2,317 PM Peak |                       |
| Completed Development | Complete full network (indicatively on Node Pedestrian Movement Plan).   |  |  |  |                       |



7.1.12 A Construction Traffic Management Plan will be produced as a condition of the planning approval, which will require all construction related traffic to use specified entrances. It will also control the monitoring of construction related traffic. Hence there will be a mechanism in place for ensuring that the true traffic generation for the development will be identifiable throughout the construction phases of Branston Locks.

## 7.2 Trip Targets

7.2.1 The total trip envelope for the completed development has been agreed as 2,637 trips in the morning peak and 2,639 trips in the PM peak. This is based on the SCC and HA preferred trip rates without any reduction for travel plan measures.

**Table 4 – Trip Targets**

| Phase | Trip Reduction Target | Approx no dwellings | Approx GFA Commercial | AM Peak (08:00 – 09:00) | PM peak (17:00 – 18:00) |
|-------|-----------------------|---------------------|-----------------------|-------------------------|-------------------------|
| 1     | Base                  | 600                 | 17,049                | 720                     | 670                     |
|       | 15%                   |                     |                       | 612                     | 569                     |
| 2     | Base                  | 1,182               | 54,975                | 1,402                   | 1,630                   |
|       | 20%                   |                     |                       | 1,122                   | 1,304                   |
| 3     | Base                  | 1,727               | 92,900                | 2,073                   | 2,317                   |
|       | 25%                   |                     |                       | 1,555                   | 1,738                   |
| 4     | Base                  | 2,500               |                       | 2,369                   | 2,642                   |
|       | 30%                   |                     |                       | 1,662                   | 1,848                   |

7.2.2 These targets will be measured continuously, but the trigger for phased funding for mitigation package measures will be the point at which the criteria are exceeded. The mechanism for monitoring and assessing whether the targets have been exceeded will be to continuously measure the number of trips to and from the development (excluding construction traffic which would have separate access points), and where the average two-way trips for the morning (07:00 – 08:00) and evening (17:00 – 18:00) for neutral days for a rolling thirteen week period is exceeded for four consecutive weeks.



- 7.2.3 For the purposes of this exercise, the traffic numbers are calculated as an average of the three midweek days (Tuesday, Wednesday and Thursday). Thirteen weeks has been chosen as it represents a sufficiently long period that the effects of non-neutral periods such as Bank Holidays and half-term weeks will be averaged out. The four consecutive week allowance will ensure that small 'blips' in the data will not artificially cause a trigger point.
- 7.2.4 Once each of the first two thresholds have been breached or build levels reached, the next stage of funding will become due and be paid over in accordance with the appropriate Section 106 and/or Section 278 Agreement as required in the planning permission for the development.
- 7.2.5 Thus, the highway authorities will receive agreed funding for travel plan mitigation packages (set out in Section 10 of this document) at the points where the traffic volume triggers are reached and hence gives a very transparent and direct cause/effect/remediation linkage.
- 7.2.6 The additional funding will be calculated as a proportional cost share based upon the achieved modal shift if below the target of 30%.

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## 8.0 MONITORING STRATEGY

### 8.1 Introduction

8.1.1 As set out in DfT guidance, a key tool to the success of a travel plan is the monitoring strategy that is in place. This allows assessment of the success or otherwise of the Travel Plan and to allow appropriate mitigation / initiatives to put in place.

8.1.2 In the case of Branston Locks, this strategy provides for the provision of off-site mitigation measures and this section sets out how this will be measured, controlled and delivered.

### 8.2 Data Collection

8.2.1 All travel data, which is produced either co-incidentally or specifically, collected within the Park is to be collated by the Lead Travel Plan Coordinator. **Table 2** summarises the information that will be collected as part of individual travel plan obligations and wider monitoring of the FTP.



**Table 5 – Information to be collated by Lead Travel Plan Co-ordinator for monitoring and reporting**

| Source                               | Information Stream  |
|--------------------------------------|---|
| Overall development                  | Quantum of development completed  |
| Community Travel Strategy Monitoring | Permanent Loop Counter sites installed at site accesses and on central link road.   |
|                                      | Twice annual one day multi-modal turning movement survey at the two main access junctions on Shobnall Road and Branston Road.   |
|                                      | Annual one day pedestrian /cycle count at all non-vehicular accesses to Branston Locks.   |
| Residential Travel Plan              | Annual residential travel plan survey to establish the level of popularity and support for existing schemes and gain understanding of constraints which may be limiting sustainable travel amongst residents. |
|                                      | Feedback from the Community website.  |
|                                      | Monitoring of car club.<br>Feedback from bus operators to establish demand for local bus services.  |
|                                      | Records of registrations and matches from car share database via Community website.   |
|                                      | Feedback from Personalised Travel Planning sessions (including details of take-up of bus vouchers and incentives).  |
|                                      | Initial comprehensive staff and visitor survey results.   |
| Workplace Travel Plans               | Annual snapshot surveys.  |
|                                      | Level of usage of cycle/motorcycle stands to determine demand.<br>Number registered with the car share scheme   |
|                                      | Feedback from bus operators to establish demand for local bus services.   |
|                                      | Other feedback e.g. comments received by the Travel Coordinator.  |
|                                      | Results of school travel survey.  |
|                                      | Feedback from School Travel Plan Co-ordinator.  |
| Care Home Travel Plan                | Results of care home employee travel survey.  |
|                                      | Feedback from Care Home Travel Plan Co-ordinator.   |
| Retail Travel Plan                   | Results of retail employee travel survey.   |
|                                      | Feedback from Retail Travel Plan Co-ordinator.  |

8.2.2 As set out above, the majority of the above data collection will be sourced from surveys undertaken as part of the travel plan operation. Targets and success will be reviewed against the findings of these surveys and crosschecked against the permanent count sites and multi-modal surveys of usage at the Branston Locks entrance points. In addition, the TPC will review the overall findings of the surveys to

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establish the elements that are successful in achieving the travel plan targets and those which are not. This will be fed back in as part of the overall review system discussed in Section 9.

8.2.3 The level of trips, which is the key basis for measuring the effectiveness of the travel plan measures and used as a fundamental trigger mechanism will be monitored as follows:

- The total number of development related vehicles entering and leaving the site will be continuously monitored by automatic traffic count equipment placed in the highway. This equipment will remain in the ownership of the development unless the County Council wish to take ownership.
- The Developer will provide this facility as part of the works to implement the access points to the development and also provide a commuted sum for the maintenance of the apparatus for the build-out period of Branston Locks.
- The exact nature of the monitoring equipment would be agreed with Staffordshire County Council at the detailed design stage. It is, however, expected to be a dual system of permanent counter loops plus Automatic Number Plate Recognition (ANPR) camera-based equipment. The dual system would mutually back up the process and provide a useful crosscheck between the two monitoring mechanisms.
- This system will also be designed to ensure that through traffic and construction traffic can be discounted from the overall external traffic generation.
- The data from this monitoring process would be analysed to provide the preceding 13 week, morning and evening traffic peak records, and be circulated to all members of the FTP Steering Group on a monthly basis.



### 8.3 **Data Reporting**

8.3.1 The Lead Travel Plan Coordinator will be responsible for the preparation of reports setting out the findings of the data collection process and the implications in terms of the ongoing operation of the Travel Plan. This will include the various data sources, including site wide and individual travel monitoring results as discussed above. The collection and dissemination of this information will be co-ordinated with permanent monitoring of vehicular movement from the site. **Table 5** summarises how the Lead Travel Plan Coordinator will disseminate the information:

**Table 6** – Dissemination of Information

| Information  | Circulation  |
|--|--|
| Sustainable Travel News                            | Via website and email alert to subscribers (e.g. Travel Plan Co-ordinators within the Community) |
| Details of sustainable travel events               | Posters displayed within the Community/email alerts/website                                      |
| Bi-annual report detailing the Strategy's progress | To Travel Plan co-ordinators and via the website   |
| Annual formal report                               | Highways Authorities and downloadable from website   |

8.3.2 The Officer will prepare a 6 monthly summary of progress for the plan for circulation with ongoing promotion and literature.

8.3.3 A more formal progress report will be submitted annually to the Steering Group. This will include information under the headings set out in **Table 5**, noting that some information may not be available on an annual basis or in time for the report. The Officer will agree the extent of additional work to be included within the report as part of the previous year's discussions.

8.3.4 However, as a minimum the report will include details of the multi-modal surveys at the site accesses, which will include the Branston Interchange and Junction D and hence provide details of traffic using the SRN. Traffic flow levels surveyed from the



site will be provided on a 12 month average weekday basis for 12 hour (0700-1900), AM Peak (0800-0900) and PM Peak (1700-1800) flows. The report will include a monthly average breakdown to identify any significant profile issues across the year. If appropriate or relevant the context report will include an explanation for any abnormal or unusual survey results.

- 8.3.5 The need for and extent of any ongoing intervention or mitigation measures required will be informed by the various progress reports. In general the Lead Travel Plan Coordinator will review the need for changes to the Travel Strategy with the Steering Group and agree any necessary revisions.
- 8.3.6 The results and recommendations of any review shall be implemented as soon as possible (as appropriate dependant on type of measures). Discussions will be held as to how any failed targets might be better achieved. Through consultation with the Steering Group, the Plan and its targets will be reviewed annually. It may be, for example, that the targets are made less ambitious on one mode, while tightened up on another to compensate. This is discussed in more detail in **Section 9** below.





## 9.0 MITIGATION MEASURES

### 9.1 Introduction

9.1.1 Mitigation measures may be required if the framework travel plan targets are not being met. These targets are to be continuously monitored against the 15%, 20% and 30% target reductions at the end of Stages One, Two and shortly before final completion, as set out in Section 7.

9.1.2 The Steering Group will monitor success against these targets and bring forward, or add, measures as determined through the steering group process 9.2.

### 9.2 Proposed mitigation

#### *Phase One*

9.2.1 If at the end of stage one, or before it's determined by the leader travel plan coordinator, the travel plan targets are not being met, a series of additional measures to those already in place would be considered for implementation to remedy the failure.

9.2.2 Naturally, the nature of why the targets were not being met would have to be analysed, so as to ensure the deficient areas were being effectively targeted.

9.2.3 The range of mitigation measures would include:

- Additional promotion of sustainable travel options;
- Additional periods of voucher-based bus passes to be provided to existing households;
- Reduce (subsidise) car club membership charges;

- Liaison with the highway authorities regarding the use of access management to dis-incentivise car users.

*Phase Two*

- 9.2.4 Phase Two represents approximately 1/3 of the development build-out, and at this point the target is raised to 20% reduction in external vehicle trips. It is also the point where most of the on-site facilities will be in place. Therefore the key aspect at this stage, if the desired external trip envelope is not being achieved, is to achieve greater containment.
- 9.2.5 The Steering Group will monitor the level of internal trips versus external trips, where the external trips could potentially have been avoided.
- 9.2.6 The range of mitigation measures that could be considered at or approaching Phase Two are:
- Improving the range of internal facilities
  - Increase car club vehicle fleet if the demand is not being satisfied.
  - Ensure that easy, attractive, cycle and walking links have been fully developed and if they are not being used find out why and rectify
  - Provide additional marketing for sustainable transport choices
  - Steering Group to seek additional access management measures on the site with the local highway authority
  - Liaise with bus operators regarding potential measures to increase take-up of bus travel

*Phase Three to Phase Four (development completion)*



9.2.7 In the lead up to completion of the development, where the modal shift target is 30%, if this target is not being met the steering group and lead travel plan coordinator would consider further mitigation measures to improve modal shift.

9.2.8 These measures would cover the whole range of tools available such as:

- More intensive use of access management/ traffic signal restrictions;
- Seek agreement with bus operators to identify potential additional service routes and implement them;
- Increase the level of voucher provision to targeted households;
- Provide a sequence of further marketing activities to inform sustainable choices;
- Make car club membership free;

## 10.0 FRAMEWORK TRAVEL PLAN FUNDING

10.1.1 FTP funding will be made available for travel plan activities throughout the life of the development build out in line with the table below:

**Table 7** – Phase 1 and 2 Travel Plan Costs

| Stage                         | Travel Plan Measures                           | Cost from                                      | Budget Annual Cost | Budget Total       |
|-------------------------------|--|--|--------------------|--------------------|
| Phases 1 and 2 (6 Years)      | Appoint a Lead Travel Plan Coordinator         | Outsource                                      | £25,000            | £150,000           |
|                               | Independent monitoring                         | Outsource                                      | £5,000             | £30,000            |
|                               | Marketing and Promotion                        | (expenses to TPC)                              | £5,000             | £30,000            |
|                               | Cycle Parking                                  | Provided as part of development infrastructure |                    | £0                 |
|                               | Funding of bus services                        | Commercial contract with operator              | £125,000           | £750,000           |
|                               | Free bus vouchers for new residents (6 months) |  |                    |                    |
|                               | PT Discount vouchers                           |  |                    |                    |
|                               | Business Travel Costs                          | Individual TPs                                 | £0                 | £0                 |
|                               | Branston Locks Website                         | Outsource                                      |                    | £6,000             |
|                               | Travel Plan Branding                           | Outsource                                      |                    | £5,000             |
|                               | Cycle Purchase Scheme                          | Outsource                                      |                    | £5,000             |
|                               | Set up new Lift Share scheme                   | TPC Time plus software                         |                    | £2,000             |
|                               | Car Club                                       | Commercial contract                            |                    | £20,000            |
|                               | Personal journey planning advice               | TPC time                                       |                    | £0                 |
| Join Smarter Business Network | TPC Time                                       |  | £0                 |                    |
| <b>Phase 1 / 2 Total</b>      |  |  |                    | <b>£998,000.00</b> |



**Table 8 – Phase 3 / 4 Travel Plan Costs**

| Stage                    | Travel Plan Measures  | Cost from                         | Budget Annual Cost                          | Budget Total |
|--------------------------|---|-----------------------------------|---|--------------|
| Phases 3 and 4 (6 Years) | Lead Travel Plan Coordinator – reduced inputs compared with years Phase 1 and 2 | Outsource                         | £20,000 first three years<br>£15,000 to end | £105,000     |
|                          | Independent monitoring  | Outsource                         | £5,000                                      | £30,000      |
|                          | Marketing and Promotion   | (expenses to TPC)                 | £2,500                                      | £15,000      |
|                          | Funding of bus services   | Commercial contract with operator | £10,000                                     | £60,000      |
|                          | Free bus vouchers for new residents (6 months)                                  |                                   |   |              |
|                          | PT Discount vouchers  |                                   |   |              |
|                          | Membership of Share Smarter Scheme  | Annual fee                        | £1,000                                      | £6,000       |
|                          | Maintain Web-site   |                                   | £1,000                                      | £6,000       |
| Phase 3 / 4 Total        |   |                                   |   | £222,000     |

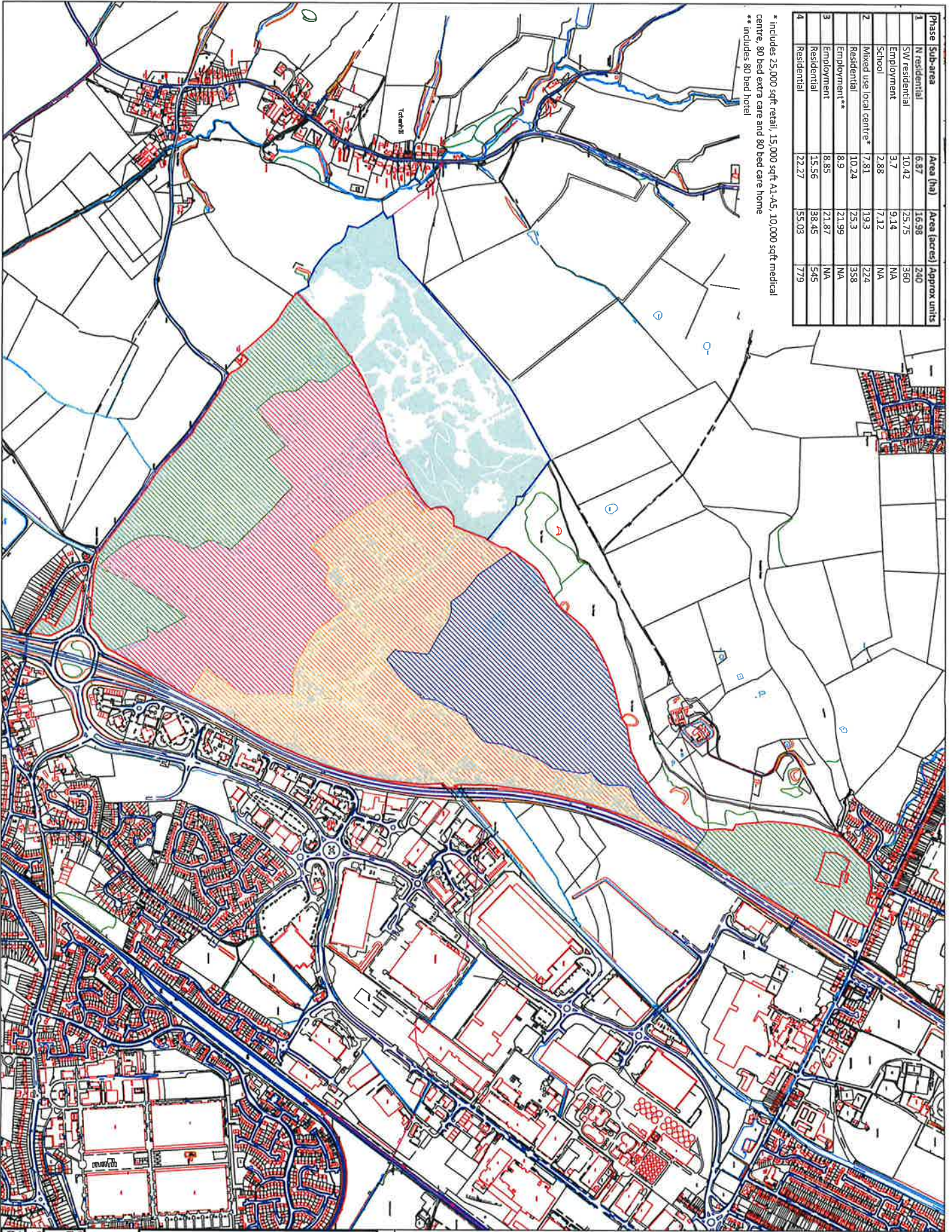
**Table 9 – Mitigation Measures**

| Stage      | Travel Plan Measures         | Cost from                         | Budget Total |
|------------|------------------------------|-----------------------------------|--------------|
| Mitigation | Extend bus pass / network    | Commercial contract with operator | £150,000     |
|            | Subsidise Car Club           | Commercial contract with operator | £30,000      |
|            | Marketing and Promotion      | Outsource (TPC)                   | £15,000      |
|            | Personalised Travel Planning | TPC                               | £30,000      |
|            |                              | Total                             | £225,000     |

**Appendix A**  
**Site Masterplan**

| Phase | Sub-area                | Area (ha) | Area (acres) | Approx units |
|-------|-------------------------|-----------|--------------|--------------|
| 1     | N residential           | 6.87      | 16.98        | 240          |
|       | SW residential          | 10.42     | 25.75        | 360          |
|       | Employment              | 3.7       | 9.14         | NA           |
|       | School                  | 2.88      | 7.12         | NA           |
| 2     | Mixed use local centre* | 17.81     | 43.93        | 224          |
|       | Residential             | 10.24     | 25.3         | 358          |
|       | Employment**            | 8.9       | 21.99        | NA           |
| 3     | Employment              | 8.85      | 21.87        | NA           |
|       | Residential             | 15.56     | 38.45        | 545          |
| 4     | Residential             | 22.27     | 55.03        | 779          |

\* Includes 25,000 sqft retail, 15,000 sqft A1-A5, 10,000 sqft medical centre, 80 bed extra care and 80 bed care home  
 \*\* Includes 80 bed hotel



- GROSS AREAS BY PHASE
- PHASE 1: 32.41HA / 80.09A
  - PHASE 2: 36.17HA / 89.38A
  - PHASE 3: 40.58HA / 100.28A
  - PHASE 4: 26.39HA / 65.21A

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BRANSTON LOCK

PHASING PLAN

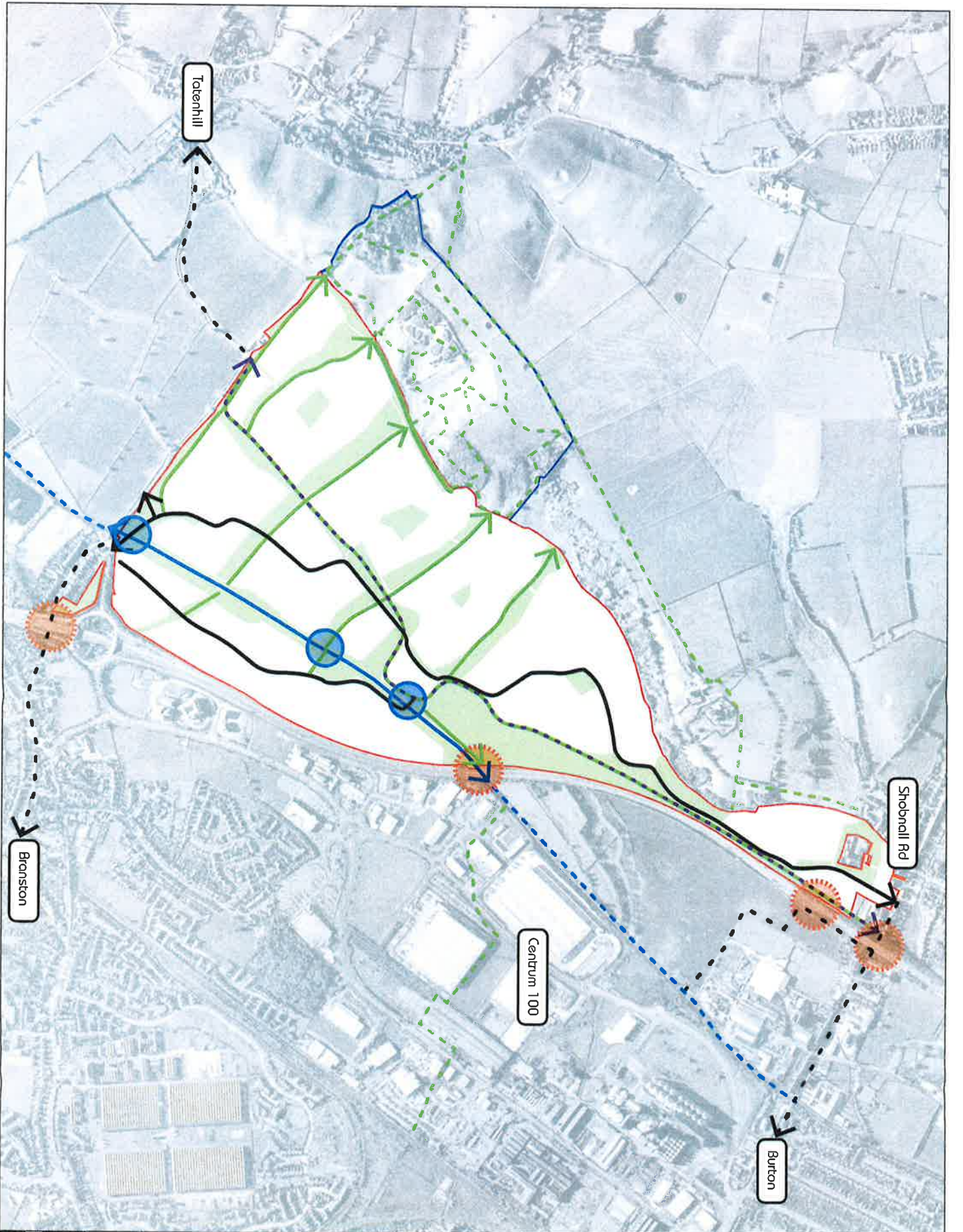
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NURTON LEE

|             |    |
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**Appendix B**  
Pedestrian and Cycle Links





- Site boundary
- Principal route
- Green route
- Green bridleway
- Conalside walk
- Highway / pavement
- Way for Millennium
- Public rights of way
- Other onward routes
- Canal crossing points
- A38 crossing points

|   |                    |
|---|--------------------|
|   |                    |
| Noos Urban Design Ltd<br>33 Hopton Road<br>Chorley<br>Lancashire<br>PR7 1JF |                    |
| BRANSTON LOCK   |                    |
| PARAMETERS PLAN<br>PEDESTRIAN MOVEMENT                                      |                    |
| Date: 12.09.2013  | Scale: 1:10,000@A3 |
| Author: NJURTONLJF  | Check: KR          |

## Appendix C

### Draft Template Employment Travel Plan for Businesses including the Retail and Care Home Uses

#### 1. Introduction

- 1.1. This employment travel plan has been prepared on behalf of XX by David Tucker Associates.
- 1.2. A Travel Plan is a long-term management strategy for an occupier or site that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed ("Delivering Travel Plans through the Planning Process" published by the DfT in April 2009).
- 1.3. Travel plans are site specific and are dependent upon not only the location of the site but the size and type of organisations located there. They also require continuous monitoring and refinement in order to be successful.
- 1.4. The site is located to the south of Burton upon Trent, within Branston Locks and comprises:
  - *up to 2,500 dwellings (Use Class C3);*
  - *up to 92,900 sq m (1,000,000 sq ft) of employment floor space (Classes B1, B2 and B8);*
  - *a local centre providing up to 3,716 sq m (40,000 sq ft) of retail floor space (Classes A1, A2, A3, A4 and A5), up to 929 sq m (10,000 sq ft) of healthcare and associated community uses (Class D1), a residential care home of up to 160 bed spaces (Classes C2 and C3), and up to 555 sq m (6,000 sq ft) of pub/restaurant (Classes A3 and A4);*
  - *primary school; and,*
  - *a hotel of up to 80 rooms;*
- 1.5. This document forms the template travel plan for each organisation within the development employing forty or more individuals. A separate residential travel plan has been developed for the new dwellings alongside a framework school travel plan for the proposed new primary school.
- 1.6. The individual travel plans will all interact as part of an overall Sustainable Travel Strategy for Branston Locks.
- 1.7. The planning application does not identify end users therefore the developments will recognise wholly new operations for which information regarding specific staff travel patterns is limited.

1.8. This framework will therefore act as a guide for occupiers to produce more detailed travel plans tailored to their organisation, which will outline specific measures and timescales for their implementation. Subsequent implementation of the detailed occupier travel plans will commence on or prior to first occupation and shall be monitored and reviewed annually until the completion of Phase 1.

1.9. The Travel Plan includes:

- A strategy for setting target modal share for access to the site;
- A strategy for achieving the target;
- A process for monitoring progress towards achieving the target.

1.10. The strategy includes:

- Public transport initiatives;
- Cycling incentives and facilities;
- Walking incentives;
- Car parking management;
- More efficient ways of using the car, including car sharing and parking restraints.

## **2. POLICY CONTEXT**

2.1. The current UK Government agenda for providing transport access is moving away from one of providing significant new highway capacity. Instead, policies seek to encourage more sustainable modes of travel than the private car.

### **National Planning Guidance - Transport White Paper**

2.2. In 2004, the Government issued a white paper entitled 'The Future of Transport: a network for 2030.' The Paper set out a 30 year vision for transport identifying the need to reduce the need to travel and choose modes of travel that have the least impact on the environment. The Paper put particular emphasis on replacing short local car journeys with walking, cycling and public transport trips in order to tackle local congestion, pollution and road safety issues. The White Paper recognised that workplace travel plans can reduce car driving by between 10% and 30%.

### **NPPF – March 2012**

2.3. In March 2012 the NPPG replaced previous planning policy on transport issues and noted that:

"Plans should protect and exploit opportunities for the use of sustainable transport modes for the movement of goods or people. Therefore, developments should be located and designed where practical to:

- accommodate the efficient delivery of goods and supplies;
- give priority to pedestrian and cycle movements, and have access to high quality public transport facilities;
- create safe and secure layouts which minimise conflicts between traffic and cyclists or pedestrians, avoiding street clutter and where appropriate establishing home zones;
- incorporate facilities for charging plug-in and other ultra-low emission vehicles; and
- consider the needs of people with disabilities by all modes of transport.

A key tool to facilitate this will be a Travel Plan. All developments which generate significant amounts of movement should be required to provide a Travel Plan.

Planning policies should aim for a balance of land uses within their area so that people can be encouraged to minimise journey lengths for employment, shopping, leisure, education and other activities.

For larger scale residential developments in particular, planning policies should promote a mix of uses in order to provide opportunities to undertake day-to-day activities including work on site. Where practical, particularly within large-scale developments, key facilities such as primary schools and local shops should be located within walking distance of most properties.

Para 35

### **Department for Transport's Guidance**

#### **'Good Practice Guidelines: Delivering Travel Plans Through the Planning Process'**

- 2.4. The Department for Transport's Guidance on 'Good Practice Guidelines: Delivering Travel Plans Through the Planning Process' published in April 2009 sets out actions that can be taken to develop high-quality and robust travel plans. The guidance advises that the development of a travel plan should be an iterative process and should include the following components:

- Marketing and Promotion;
- Services and facilities;
- Coordination;
- Physical measures.

#### **Potential Benefits to Staff: Potential Benefits to the Company:**

- assure parking for those with most need to access a vehicle;
- solve problems caused by demand for parking;
- improve equal opportunities by shifting from travel perks based on seniority to incentives for sustainable travel available to all staff, including those without access to a car;

- help meet shareholder demand for corporate social responsibility improvements, including meeting environmental targets such as the ISO14001 standard or global warming emissions targets;
- help provide less stressful options for travel to work;
- save money on the cost of providing and maintaining parking spaces;
- give opportunities to build healthy exercise into daily life;
- cut mileage claims and other business travel costs ;
- reduce journey times to work;
- solve problems caused by traffic congestion on and around your site;
- reduce the cost of travel to work, or avert the need to buy a car;
- improve your image with both customers and neighbours;
- improve staff health and reduce absenteeism;
- assist with recruitment and retention by making staff journeys to work easier and cheaper;
- improve staff punctuality by reducing congestion delays and supporting more reliable means of transport.

### **3. SITE ASSESSMENT**

#### **Introduction**

- 3.1. The site is located to the west of Burton upon Trent within Branston Locks. Vehicular access is to be obtained from Branston Interchange to the south and Shobnall Road to the north.

#### **Public Transport Network**

##### *Bus Services*

- 3.2. A public transport strategy for Branston Locks has been developed so as to maximise accessibility. A bus service will operate on a peak hour 15-minute headway providing links to Burton upon Trent town centre and railway station. [to be amended over time as service levels changes]
- 3.3. The bus will route via the new employment buildings with covered bus stopping facilities being focused around the main entrances of the employment buildings.

##### *Rail Services*

- 3.4. Burton rail station is located approximately 2km from the proposed development site. The station lies on one of the main strategic routes between the West Midlands and the North East of England and is served by two main lines, notably the Virgin Cross-Country services between Derby and Birmingham. These services are detailed in **Table 1**.

**Table 1** - Details of Rail services to Burton-on-Trent

| Rail Table | Key Destination from Burton                               | Frequency  |          |                  |
|------------|---|------------|----------|------------------|
|            |   | Mon-Friday |          | Saturday         |
|            |   | Peak       | Off-peak |                  |
| 51         | Newcastle – Sheffield – Chesterfield - Derby              | hourly     | hourly   | 30mins to hourly |
| 51         | Birmingham New Street – Cheltenham – Gloucester – Bristol | hourly     | hourly   | 30mins to hourly |
| 57         | Nottingham - Derby  | 5/hr       | 4/hr     | As weekdays      |
| 57         | Birmingham New Street- Cheltenham – Bristol – Cardiff     | 5/hr       | 4/hr     | As weekdays      |

*Walking and Cycling Facilities*

- 3.5. A traffic free cycle pedestrian route will follow the Trent and Mersey Canal into Burton upon Trent and further [to be updated with site specific routes when known].

**4. TRAVEL PLAN OBJECTIVES AND TARGETS**

**Introduction**

- 3.6. A Travel Plan is a living document that provides a strategy for managing travel demand involving a continuing process of monitoring and review. The underlying aim of any Travel Plan is to minimise the number of single occupancy vehicle trips generated by a development, business or organisation. This is achieved by encouraging a shift to more sustainable modes of transport and by reducing the need to travel.
- 3.7. This Travel Plan provides a framework for occupiers to produce their own travel plans that complement one another and fit in with the measures implemented by the developer. As this is a new development and no current travel patterns exist, specific targets for modal shift cannot be set.
- 3.8. However the overarching Framework Travel Plan establishes a target of 30% of all journeys to employment to be made by sustainable modes by the end of Phase 3. Sustainable modes include journeys on foot, cycle, by bus, by train or car sharing. As such no more than 30% of journeys should be by single occupancy car drivers from the time of the first travel survey.

**Table 2** – Trip Targets

| Phase | Modal Shift Target | Development Quantum | AM Peak | PM peak |
|-------|--------------------|---------------------|---------|---------|
| 1     | -15%               |                     |         |         |
| 2     | -20%               |                     |         |         |

|   |      |  |  |  |
|---|------|--|--|--|
| 3 | -25% |  |  |  |
| 4 | -30% |  |  |  |

- 3.9. Failure to meet these targets will release additional funds from the developer as detailed within Section 6.0.
- 3.10. Should these annual targets be met the individual travel plan co-ordinator will establish targets for even greater shift and continue to implement measures to achieve them.
- 3.11. Each occupier will be required to establish more specific modal shift targets. This will be done through a combination of a survey of staff travel habits shortly after occupation (within 6 months) and an evaluation of the existing and proposed travel infrastructure in the vicinity of the site.
- 3.12. The following sections detail the developer and occupier objectives and targets for the proposed site. In summary, the key role of the developer is to ensure that the key sustainable transport infrastructure is implemented prior to occupation and provide this framework to guide occupiers in producing their own travel plans that fit in with the vision for the site. The occupier will be responsible for encouraging, monitoring and reviewing sustainable travel initiatives as defined through their own detailed Travel Plan.

### **Developer Objectives**

- 3.13. To ensure the potential for access by sustainable travel modes, the developer, through close liaison with the Local Authority, must ensure that the appropriate infrastructure is implemented prior to first occupation.
- 3.14. Key developer objectives are defined as follows:
- To provide the necessary transport and building infrastructure required for the more detailed occupier Travel Plans to be effective.
  - To enable efficient access to the development by a number of alternative modes of transport.
  - To provide an attractive, secure environment for pedestrians, cyclists and public transport users.
- 3.15. **Table 3** summarises the preliminary design features aimed to give priority to those arriving by sustainable modes to the proposed developments. Further consideration will be given to the requirements of those arriving by sustainable means at the more detailed design stage.

**Table 3** *Design Features*

| Preliminary Design Feature     | Description   |
|--------------------------------|---|
| Pedestrian Access              | Pedestrian footways will be provided on both sides of the estate roads. Staff entrances will be conveniently reached from the footways.   |
| Cycle Access                   | A comprehensive cycle network will connect with existing residential areas to the north and east of Branston Locks. Routes within Branston Locks will be segregated from traffic.       |
| Cycle Parking                  | Cycle Parking will be provided in line with Supplementary Guidance on Parking Standards issued by ESBC. The cycle stands will be covered and located close to the main entrance points. |
| Detailed Design Feature        |   |
| Car Sharer Spaces              | A proportion of parking spaces for the exclusive use of car-sharers. These would be provided in a priority location near to the main entrance.  |
| Showering/changing Facilities  | Changing and showering facilities will be provided for cyclists   |
| Enhanced bus service provision | A bus service will route via the employment uses on Branston Locks and covered bus stopping facilities will be located adjacent to entrances to main buildings                          |

### **Occupier Objectives**

3.16. Occupiers of each unit will be required to submit a Travel Plan prior to occupation and ensure it is implemented and refined as necessary. The Travel Plan will commit the occupier to encourage employees and visitors to travel by more sustainable modes than the private car. Plus reduce and/or improve the efficiency of any business mileage.

3.17. The Travel Plan will seek to:

- Reduce the need to travel to and from site.
- Promote the health, wealth and environmental benefits of cycling, walking and using public transport.
- Provide clear information to all employees and visitors on the alternative modes of travel to and from site.
- Enhance the safety and security of people travelling to and from site.
- Effectively manage the demand for car parking.
- Alter working practices to ensure that those wishing to travel by alternate modes can do so freely and easily.
- Reduce the need to travel during peak hours.
- Reduce negative environmental impact of fleet vehicles; business travel; and



- Deliveries

## **5. TRAVEL PLAN CONTENT**

### **Introduction**

- 5.1. This section sets out the template for occupiers to produce their own Travel Plan. It sets out what will be required by each occupier and also provides a selection of potential initiatives, a Travel Plan "toolkit" that could be used to achieve the objectives set out earlier. The list of measures is not exhaustive and is only intended to act as a guide. Occupiers may find that through operating their Travel Plan they find their own unique ways of minimising the impact of transport by their organisation.

### **Branston Locks Lead Travel Plan Coordinator**

- 5.2. To oversee the Travel Plans, a Lead Travel Plan Coordinator will be appointed by the developer. Full details of the Coordinator's role are detailed within the overarching Framework Travel Plan. In summary the Coordinator will be responsible for:

- Explaining and Marketing the Travel Plan to the individual companies.
- Provide overall advice to the individual companies.
- Produce all questionnaires, promotional and informative material.
- Setting up the Community Website.
- Setting up the Car Share database, making use of the other local car share schemes.
- Setting up Specific Use Group meetings.
- Setting up meetings with the local authorities, Parish Councils and bus operators.
- Promoting the Plan to the outside community through public meetings and press releases.
- Getting the annual survey analysed and presenting the results externally.
- Implementing promotional days.

### **Individual Travel Plan Co-ordinators**

- 5.3. Every company operating within the site with more than forty employees will nominate an employee, at a senior level who act at the Individual Site Travel Plan Co-ordinator. This Individual will work closely with the Lead Travel Plan Coordinator to ensure the company's commitments are met. This person will have the power to make the relevant financial commitments. The name and contact details of the Individual Site Travel Plan Coordinator will be provided to the Lead Travel Plan Co-ordinator and Staffordshire County Council Sustainable Travel Team.
- 5.4. The Individual Site Travel Plan Coordinator's responsibilities will be:

- Marketing the Plan to their employees and distributing the promotional material (ongoing);
  - Consultation with Union Representatives where appropriate;
  - Ensuring questionnaires are completed and returned for analysis;
  - Providing flexible employee benefits to encourage non-private car travel;
  - Guaranteed ride home in an emergency where alternative transport modes are not available;
  - Representing their organisation on the Branston Locks Working Group.
- 5.5. Each company will need to set aside an annual budget for the implementation of its Travel Plan commitments.
- 5.6. Quarterly meetings will be held with the Lead Travel Plan Coordinator and individual company representatives so that companies can be informed of forthcoming changes, and discuss any implementation problems.

### **The Travel Plan Working Group**

- 5.7. The Travel Plan Working Group will comprise of representatives from each individual company within the Park. The group will be made up of individual TPCs and other interested parties and will be responsible for developing the Action Plan, implementing initiatives and the overall monitoring and review of the Sustainable Travel Strategy. Their role is to:
- Ensure co-ordination between the Sustainable Travel Strategy and individual Travel Plans;
  - Set clear dates for action;
  - Ensure that the Travel Plan makes progress by holding twice yearly review Meetings;
  - Report progress to the Steering Group;
  - To monitor and debate the effectiveness of the Travel Plan;
  - Provide a forum for airing ideas on how the effectiveness of the TP could be improved; and
  - Provide guidance to the Lead Travel Plan Coordinator and individual travel plan coordinators.
- 5.8. The Working Group will also endeavour to set up partnerships with:
- Supporting organisations, e.g. SCC, Sustrans, Association of Commuter Transport, Cycle Touring Campaign, Pedestrians Association, Environmental Transport Association.
  - Local organisations, e.g. other employers, local retailers (for discounts).

### **General Promotion**

- 5.9. Below is a list of initiatives specific to each travel mode. As well as these the Travel Plan

should raise awareness of the environmental and health problems connected with transport. To promote "greener" travel choices for all journeys, not just work related travel. **Table 4** summarises a tool kit of measures that may be adopted by the TPC.

**Table 4** Travel Plan Tool Kit

| Potential Travel Plan Initiatives  | Responsibility  |
|--|---|
| <b>Walking (best suited to journeys under 2 miles)</b>   |   |
| Provide cloakroom facilities within the building with drying and storage locker facilities.  | Under agreement between developer and occupier, such facilities should be included within building design. For speculative builds developer to provide. |
| Produce a map illustrating safe walking routes to common destinations. Include reference to crossing points and public transport facilities. | Occupier to provide through TPC   |
| Keep a store of pool umbrellas on site for use by staff who walk to/from work or for walking journeys during the day.                        |   |
| Provide staff with personal attack alarms.   |   |
| Raise awareness of health benefits of walking. Through posters, leaflets and/or events.  |   |
| Offer a guaranteed ride home to alleviate staff concerns of being stranded at work in the event of unforeseen circumstances.                 | Occupier to provide through TPC   |
| Arrange events to promote walking, such as a walk to work day with incentives, prizes, give-aways etc  |   |
| Time allowance to change.  |   |
| <b>Cycling (best suited to journeys under 5 miles)</b>   |   |
| Provide safe, secure and fully weatherproof cycle storage near to main entrances of building   | Under agreement between developer and occupier, such facilities should be included within building design. For speculative builds developer to provide. |
| Provide shower facilities and changing rooms/areas within the building.  | Under agreement between developer and occupier, such facilities should be included within building design. For speculative builds developer to provide. |
| Provide lockers for cyclist safety gear  | Occupier to provide through TPC   |
| Raise awareness of health benefits of cycling through continual publicity.   |   |
| Provide cycle route maps   |   |

|  |  |
|--|--|
| Offer financial incentives such as interest free loans or seek discounted purchase prices for bicycles & equipment from local retailers.                   |  |
| Provide pool bikes and offer cycle mileage allowance for those using bicycles for work related trips.  |  |
| Keep a supply of basic cycle maintenance equipment on site e.g. pump, puncture repair kit, tools etc.  |  |
| Offer a guaranteed ride home to alleviate staff concerns of being stranded at work in the event of unforeseen circumstances.                               |  |
| Provide hair dryer & iron on site  |  |
| Establish a bicycle user group (BUG) & bike buddy scheme.  |  |
| Arrange events to promote cycling to work such as "bikers breakfasts". Possibly correspond with national events such as "bike week" & "bike2work" in June. |  |
| Arrange adult cycle training sessions.   |  |

| Public Transport (provides a sustainable alternative for many commuter & business trips)  |                                 |
|---|---------------------------------|
| Disseminate up-to-date public transport information on site. Including routes, timetables and fares for local services.                   | Occupier to provide through TPC |
| Promote benefits of public transport. Savings etc   |                                 |
| Establish an interest free loan system for staff to purchase yearly or quarterly season tickets with payments taken directly from salary. |                                 |
| Arrange with local transport operators to buy tickets in bulk at a discount and sell on to staff on site.                                 |                                 |
| Liaise with local operators for improved services to site.  |                                 |
| Fund a works bus/minibus.   |                                 |
| Schedule start & finish times to correspond with services   |                                 |

| Car Sharing (provides a sustainable alternative when the car is the only option)   |   |
|--|---|
| Establish a car sharing scheme to match employees with others living in a similar area or travelling the same route.                                   | Occupier to provide through TPC and liaison with LTPC |
| Provide preferential parking spaces for car sharers close to main entrances.   |   |
| Provide a guaranteed ride home scheme for car sharers in the event of unforeseen circumstances.  |   |
| Devise a protocol/guidelines for car sharers to follow.  |   |
| Arrange coffee mornings or other events to allow potential car sharers to meet before committing to sharing with someone they previously did not know. |   |
| Run prize draws open to those registered on the car share scheme.  |   |

|  |   |
|--|---|
| Car Park management (parking should be controlled to ease pressures and provide another reason for employees to look at alternative modes)                     |   |
| Introduce onsite parking charges – with exemptions for car sharers.  | Occupier to assume responsibility for these measures with liaison with LTTC |
| Introduce eligibility criteria for permits, restricting who is able to park e.g. based on distance from home, essential car user, proximity to bus routes etc. |   |
| Introduce controls to prevent other adjacent users from utilising car park.  |   |
| Introduce car club / pool car usage for employment uses  |   |

|  |   |
|--|---|
| Reducing the need to travel & working practices  |   |
| Provision of on site facilities – canteen or food order & delivery system. Delivery of daily newspapers.                               | Occupier to assume responsibility for these measures. |
| Flexi-time (annualised hours).   |   |
| Compressed working week e.g. 9-day fortnight.  |   |
| Home working.  |   |
| Video conferencing facilities.   |   |
| Arrange shifts by postcode areas where possible to ensure the highest proportion of potential car sharers are working at any one time. |   |
| Have company cars that run on LPG or other alternate low emission fuels.   |   |
| Encourage use of public transport, cycling and walking for business travel.  |   |
| Recruitment policies – make clear commitment to green travel in advertisements and aim to recruit local people.                        |   |
| Include travel information in induction packs.   |   |
| Provide travel information for visitors & new recruits.  |   |
| Rationalise the number & timing of deliveries through negotiating with suppliers.  |   |
| Offer financial alternatives to a company car and ensure that business mileage rates are not set too high.                             |   |

## 6. MONITORING AND AUDIT

### Staff and Visitor Surveys

- 6.1. Initially a comprehensive staff and visitor survey will be undertaken to provide a base for the monitoring of the modal share targets. This will record the origins of travel by mode and any initial comments on the Plan initiatives at the opening of the site. It is proposed that the initial survey should not be undertaken any earlier than 3 months after occupation of the site to ensure that travel patterns are established.
- 6.2. Further to this initial survey, snapshot surveys will be undertaken annually. These snapshot

surveys will be more basic than the initial survey and will be primarily used to monitor the effectiveness of the travel plan in reducing the number of solo car journeys to the site. The snapshot surveys will record the following:

- Level of usage of cycle/motorcycle stands to determine demand;
- Feedback from bus operators to establish demand for local bus services ;
- Other feedback e.g. comments received by the Travel Co-ordinator;
- Survey of a sample number of members and visitors to record the modal shift of people driving alone, people car sharing, using public transport, people cycling and walking.

6.3. The results of the surveys will be analysed and reported within two months of the survey being undertaken. The Performance of the Plan in meeting individual targets will be assessed as indicated in **Table 5**. The survey results will be compared against the baseline and previous years' survey results and used to assess whether targets have been met.

**Table 5 - Targets and Their Performance Indicators**

| Target  | Performance Indicator  |
|---|--|
| Public transport modal share.                   | Annual survey modal share.<br>Feedback from operators/users.                                   |
| Cycle / motorcycle modal share.                 | Annual survey modal share.<br>Usage of cycle stands.   |
| Walking modal share.                            | Annual survey modal share.   |
| Car-Sharing modal share and solo occupancy cars | Annual survey modal share.<br>Car-share database matching.<br>Survey of car parking occupancy. |

6.4. The survey will identify any barriers to change, including management barriers.

#### **Plan Performance Audits**

6.5. The results will be reported within three months of the survey date to the Council. The report should take the following format:

Chapter 1 – Introduction and Background. This will detail the site to which the report relates and provide details of occupier, name, date of occupation, number of staff employed, working hours, number of parking spaces etc.

Chapter 2 – Results of Surveys. This section will detail the results of the surveys that have been undertaken against the indicators set out above. It will include details of current travel situation and target levels. The original data from the surveys will be included as an appendix.

Chapter 3 - Initiatives Undertaken. This will provide details of the work and initiatives undertaken over the previous 12 months, with supporting evidence as necessary.

Chapter 4 – Problems and Issues. This section will detail any problems encountered in implementing the Travel Plan and any issues which remain unresolved or require progress in future.

Chapter 5 – Specific Measures from Travel Plan. This section will detail how all measures from the travel plan have been implemented in terms of infrastructure, policy and promotion of each specific travel mode and strategy (walking, cycling public transport, car sharing, general measures, working practices, etc). This will include evidence of how each measure has been implemented and completed checklist of measures agreed at the planning application stage.

Chapter 6 – Summary. This will set out whether the Travel Plan is on track to meet targets and if not why not.

Chapter 7 – The Plan for the next 12 months. This will include any specific outcomes and desired results and any additions to the Travel Plan.

- 6.6. The Council will respond within one month of receipt, either approving the report or requiring a review of current practices.
- 6.7. The recommendations of the review shall be implemented as soon as possible (as appropriate dependant on type of measures). Should any meetings between the parties be necessary to discuss the contents of the submissions then these shall be raised in accordance with the above highlighted timescales.
- 6.8. Discussions will be held as to how any failed targets might be better achieved. Through consultation with the Council, the Plan and its targets will be readdressed annually. It may be, for example, that the targets are made less ambitious on one mode, while tightened up on another to compensate. Through agreement with the Council, the Site Co-ordinator will join and attend local community forums if required.

#### **Additional Travel Plan Measures**

- 6.9. The overarching Sustainable Travel Strategy has established a baseline target for travel to employment in Branston Locks. This requires 30% of all journeys to work within Branston Locks Park to be undertaken by sustainable means from the onset of occupation. Sustainable means includes journeys made on foot, bicycle, bus, train and by car sharing. Therefore no more than 70% of journeys should be undertaken by single occupancy drivers.
- 6.10. Therefore should the first travel surveys, undertaken six months after initial occupation,

show that more than 70% of journeys are undertaken by single occupancy car drivers the developer will be required provide additional funds in order to ensure that the targeted baseline is achieved.

- 6.11. These additional funds will be allocated as follows; £100 for each 100sqm of occupied employment floor-space.
- 6.12. More funding will be released on the same basis annually should the annual baseline modal share targets not be achieved.
- 6.13. These funds will be allocated by the Lead Travel Plan Coordinator to implement targeted schemes, for example:
  - Car parking charges;
  - Car parking permits;
  - Progressive reductions in car parking facilities;
  - Provision of a pool car;
  - Public transport payments equivalent to car journey allowances;
  - Interest free cycle loans;
  - Subsidies for public transport uses;
  - Improvements to local bus infrastructure.
- 6.14. Or other such fall-back measures as shall be agreed between the site occupiers and SCC as an alternative to the above.



## **Appendix D**

### Draft Residential Travel Plan

#### **1. TRAVEL PLAN OBJECTIVES**

- 1.1. This Residential Travel Plan has been prepared on behalf of Nurton Developments (Quintus) Ltd by David Tucker Associates in respect of the proposed Branston Locks Development.
- 1.2. "A residential travel plan is 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."
- 1.3. This residential travel plan has been created in respect of 2,500 new dwellings proposed at Branston Locks, Burton upon Trent and as such sets out the following objectives:
  - Address resident's need for access to a full range of facilities for work, education, health, leisure, recreation and shopping.
  - 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 increase the permeability of the development for walking and cycling.
- 1.4. This Travel Plan contains details of measures that aim to maximise the opportunities offered by the site in terms of its location in relation to existing services and facilities.
- 1.5. It sets out the 'hard' measures with regards to site design, the provision of new infrastructure and services alongside 'soft' measures that aim to promote and encourage sustainable travel amongst new residents.
- 1.6. Within the development this Travel Plan aims to achieve more sustainable travel from the outset whilst promoting modal shift within the wider community in respect of development instigated improvements to local public transport services and the cycle network.

#### **2. DESIGN MEASURES**

##### **Introduction**

- 2.1. The design of the site will enable residents to move easily and safely on foot and by bicycle both within the development and to nearby destinations. The movement framework within the site is to be based upon the following hierarchy:

#### *Road User Hierarchy*

- 2.2. This section details the various design measures that are to be applied within the development with the aim of encouraging and facilitating more sustainable travel.

#### *Housing Density*

- 2.3. The density of the development is considered an important factor in delivering a community, which fosters sustainable travel habits. More efficient land-use will provide an environment within which local facilities and public transport services can be supported enabling these facilities to remain within easy reach.
- 2.4. Across the site an average of around 35 dwellings per developable hectare. Clusters of higher density housing such as flats and smaller houses are to be concentrated closest to the local centre within close proximity to public transport services.

#### *Individual Housing Design*

- 2.5. All dwellings will include broadband access as standard. The internal design of dwellings is as such to allow for space to be adapted for work use therefore enabling working from home. A proportion (to be determined) of the dwellings will be live-work units.

#### *Street Design*

- 2.6. The majority of the residential development area will be developed as a home-zone and as such adopt the following design principles:
  - Where possible there will be no distinction between the road and the pavement.

#### *Local Facilities*

- 2.7. Everyday facilities such as local shops, a doctor's surgery, banking and post office facilities will be integrated into the development proposals and located as such to minimise the distance residents would need to travel to access these facilities and services.
- 2.8. The primary schools are to be located centrally within the residential development and as such will be within 400m of at least 50% of households and no more than 1km in distance from all of the households.
- 2.9. It is understood that the secondary school catchment for the site would be the John Taylor High School in Barton. This school is around 5.5km from the nearest point on the site. In accordance with current SCC policy therefore all secondary school children will be entitled to free school travel, regardless of their chosen school.
- 2.10. Local shops and community facilities will be located within the local centre which will be located as such to minimise the distance from dwellings with 50% of dwellings being within

400m of the local centre.

#### *Public Transport*

- 2.11. A bus service will operate on a 20 minute headway at peak hours providing links to Burton upon Trent town centre and railway station.

#### *Walking and Cycling*

- 2.12. Key local facilities are to be provided within the development with the vast majority of dwellings being within 400m of primary schools, shops and local services. Combined with a design approach which considers the movement of pedestrians as a priority the propensity for local journeys to be made on foot will be increased.
- 2.13. A new off-road walking and cycling route will be provided along the Trent and Mersey Canal linking the employment area with the residential area and the wider cycle network via a traffic free connection to the north and south of the development.

#### *Cycle Parking*

- 2.14. Where dwellings have communal entrance ways visitor cycle parking will be provided in the form of Sheffield stands. For all dwellings without access to a garage secure covered cycle parking facilities will be provided at the rate of at least 1 space per dwelling.
- 2.15. Cycle parking will be provided at main bus stopping points within the development and within the local centre.

#### *Parking Restraint*

- 2.16. The emphasis throughout the development will be on limiting car parking to an average of 1.5 spaces per dwelling. A minimum of 10% of dwellings will be marketed as 'lowcar' with 0.5 spaces or less provided per dwelling. These dwellings will be located around the neighbourhood centre and in close proximity to the bus route and car club vehicles.

### **3. TRAVEL PLAN MANAGEMENT FRAMEWORK**

#### **Introduction**

- 3.1. The previous section set out the design features of the development which will make it feasible for the new residents to make more sustainable travel choices whilst enhancing the existing travel choices for residents within the existing residential areas adjacent to the site.
- 3.2. This section sets out the structure for the on-going management of the plan in order to ensure that the objectives set out in Section 1 are achieved.

#### **Travel Plan Co-ordinator**

- 3.3. The role of co-ordinating the Residential Travel Plan will be undertaken the Lead Travel

Plan Coordinator whose duties are summarised in section 3.5 below. The Lead Travel Plan Coordinator will oversee the implementation and continued development of initiatives set out within this Travel Plan. The Coordinator will be appointed from the onset of the development's construction and will be funded by the developer until the completion of Phase 3 of the development proposals.

3.4. As the Travel Plan develops it is likely that the time commitment required from the Lead Travel Plan Coordinator will vary considerably with periods of limited activity between monitoring periods as such the Coordinator's role may be undertaken by an external consultant in order to achieve greater flexibility.

3.5. In summary the Coordinator will be responsible for the following:

- Leading the delivery of the Travel Plan once approved
- Representing the Travel Plan to residents, local authorities and other organisations such as local cycling groups and public transport providers
- Managing and monitoring the Personalised Travel Planning process
- Ensuring the sales literature extols the sustainable travel benefits of the site
- Briefing housing sales staff on the role and promotion of the Travel Plan within the development
- Disseminating information to the local authorities and any other interested parties
- Overseeing the Community website
- Strategy Targets and Monitoring

3.6. Baseline modal split targets for specific journey purposes have been identified within the overarching Framework Travel Plan.

3.7. Within 3 – 6 months from the initial occupation and the residential travel plan's implementation a detailed household travel survey will be undertaken in order to determine whether the above baseline targeted modal shares have been achieved.

3.8. Should the survey show that the sustainable modal share is less than that which is targeted within the baseline for that phase, funds will be released to implement more intensive measures. These funds will be in addition to annually budgeted travel plan funds which are to be provided until Phase 3 is completed. **Table 1** sets out the level of funds which would be released:

#### **INSERT TABLES – RE TARGETS**

3.9. The exact nature of the measures will be determined with reference to the survey's results but for example may include:

- Funding of a walking bus should parents be reluctant to allow to walk or be unable to accompany children to primary school;
- Provision of a community cycle training scheme for less confident cyclists;
- Provision of free bus travel for a defined period for individuals who can conveniently access their workplace by public transport but instead choose to travel by car;
- Personalised Travel Planning to help individuals identify other ways to travel to different destinations;
- Increased marketing of initiatives such as the car club and car sharing.

3.10. The annual travel survey will establish the level of popularity and support for existing schemes and gain understanding of constraints, which may be limiting sustainable travel amongst residents.

3.11. The Lead Travel Plan Coordinator will produce a short annual report that details the level of success afforded by the plan. This will be circulated to all interested parties and published on the Community website.

#### **4. STRATEGY INITIATIVES**

##### **Community Website**

4.1. A community website will be established from the outset of the development and will embrace wider sustainability and community issues. The website will give access to the following:

- Real-time bus and rail information;
- Community car clubs;
- Car share schemes;
- Car Club.

4.2. The developer will fund the establishment of a car club and as such will financially support the provision of one car club vehicle until the completion of Phase 3 of the residential development. Should the scheme prove economically successful further vehicles will be provided by the car club company. To facilitate potential expansion the developer will provide parking spaces designated for car club use additional to those required for the first vehicle.

4.3. The car club vehicle will be located within the area of low-car housing within which parking provision will be at the rate of 0.5 spaces per dwelling. New residents within the low-car housing area will be provided with free membership to the car club.

4.4. Reduced membership will be offered to residents moving to areas of the development outside of the low-car housing area.

- 4.5. The operation of the car club will be closely monitored by the Lead Travel Plan Coordinator who will ensure that the club is well promoted throughout all aspects of the development.

#### **Car Share Database**

- 4.6. A community car share database will be created with access provided through the community website and will interact with wider car share databases. This will endeavour to also attract users from residential areas adjacent to the development.
- 4.7. As an alternative to the Community Car Share Scheme occupiers will be able to register with the established Staffordshire CC car share scheme. The Travel Plan Coordinator will be responsible of managing the bespoke car-share database, and providing information on the County Council operated alternative.

#### **Personalised Travel Planning**

- 4.8. Personalised Travel Planning or PTP is:

*"An approach to delivering targeted information directly to travellers to help them make sustainable travel choices. It seeks to overcome habitual use of the car enabling more journeys to be made on foot, bike, bus train or in shared cars. It can also seek to discourage unnecessary travel, through the provision of local or site specific information."*

#### **Executive Summary - Making Personalised Travel Planning Work: Research Report. DfT December 2007**

- 4.9. PTP can provide the following benefits:
- Reduce congestion;
  - Encourage healthier lifestyles;
  - Increase the use of local amenities and transport;
  - Enhance the sense of community.
- 4.10. The most effective time to change behaviour is at the transition point in an individual's life, for instance when moving into a new home. In addition PTP techniques are most beneficially applied when an improvement in transport services has been or is being brought in.
- 4.11. Branston Lock will eventually provide around 2,500 new dwellings with a population of over 5,000 people. The new residents will have access to frequent high quality bus services connecting with the main local destinations and providing interchange with rail services. In addition the new development will benefit from the creation of a traffic free cycle network within Branston Locks with connections to the wider network within the surrounding urban

area. In order to reduce the need to own a car, new residents will have access to a car club vehicle and will also be able to register with the community car share scheme or the Staffordshire CC CarShare.

- 4.12. In order to further capitalise on the site's proposed infrastructure it is proposed that every new household is offered an initial personalised travel-planning session with a trained advisor. The advisor will provide personalised information to enable them to make an informed decision about their travel choices from the onset.
- 4.13. This service will be offered in conjunction with a limited period of free travel on local public transport services.

## **5. MARKETING**

### **Sales Literature**

- 5.1. The housing sales teams and Housing Associations will actively market the benefits of the development in terms of the sustainable travel options available to potential residents.
- 5.2. Each new resident will receive a 'sustainability information' pack. Alongside other aspects of sustainable living, this will include details of the Travel Strategy outlining the overall objectives and personal benefits of sustainable travel. The pack will provide details of all public transport services, car clubs, car share schemes, walking and cycling routes and information on how they can become more involved.
- 5.3. The pack will include a feedback survey to gather early information on perceived transport choices and give the option of receiving personalised travel planning advice.

### **Continuous Marketing**

- 5.4. The objectives of the Travel Plan will be continuously marketed via the community website, local press and public notice-boards.

### **Community Events**

- 5.5. The Lead Travel Plan Coordinator will organise regular sustainable travel events within Branston Locks for example 'Bike Week' and 'National Car Share Day'. These will be advertised via the website and local groups and be accompanied by a local press release.

## Appendix E





## **1.0 Introduction and Policy Background**

1.1 East Staffordshire Borough Council (ESBC) has new development policies that cover transportation and the provision of public transport as part of the Local Development Framework (LDF). Its guidance on the development principles for core strategy allocations includes several statements relevant to public transport provision, viz:

5.3 'Strong vibrant settlements with excellent transport connections ...'

9.1 'It is likely that to meet the current development requirements for the Borough the Core Strategy will need to identify a number of urban extensions to Burton upon Trent and Uttoxeter. The masterplans for these will make provision for:

'> Access to well designed separate but overlooked cycleways (both off and on road) and walking routes serving the local facilities;'

'> Housing located within a maximum walking distance of 300m of a frequent, viable and accessible bus service;'

'> A design-led approach to the provision of car-parking space with the overall aim of reducing dependency on the private car'

'> Measures to deliver a target of 20% modal shift away from car use over the plan period;'

10.3 The resultant masterplans will:

'> identify network of movement by various modes'

1.2 Staffordshire County Council (SCC) also has new policies in their Local Transport Plan (LTP) that cover new development. It's guidance on growth and regeneration includes several policies in relation to public transport, and to walking and cycling, viz:

Policy 1.1 'We will stimulate regeneration and support areas of deprivation.

This will be achieved by:

' Supporting new development that includes or is located in areas with good public transport links, well connected to walking and cycling networks and facilities ...'

' Maintaining and, where appropriate, expanding Staffordshire's public transport network where it is deemed socially important or where it provides access to employment and/or training.'



Policy 1.4 We will maximise the reliable operation of the existing road network.

This will be achieved by:

- ' Encouraging walking, cycling and public transport use, particularly on congested corridors.'

Policy 1.6 We will make best use of our roads to increase capacity before considering building new roads. New road building will be considered where it:

- ' Enhances conditions for local residents, pedestrians, cyclists, public transport users and businesses.'

- 1.3 SCC is developing an East Staffordshire transport strategy, which has been referred to in determining the appropriate strategy for Branston Locks. Details of this are attached at **Appendix PTS1**.

## **2.0 Existing Provision**

- 2.1 A detailed breakdown of existing public transport provision in Burton is provided in the Transport Assessment. **Appendix PTS2** includes the current bus route plans.

## **3.0 Approach to Public Transport - Strategy**

- 3.1 Public transport provision at the proposed development needs to reflect the nature of Burton-upon-Trent as a dormitory town for employment elsewhere; also that it looks to other towns/cities for certain retail, service and leisure needs.
- 3.2 While there are proposals to increase the amount of employment within the town, including within the development site, it is likely that a substantial number of residents of the proposed development would wish to travel elsewhere for work and non-work trips. It is also likely that employers within the site will extend their recruitment search area beyond the town.
- 3.3 Therefore public transport from/to the development needs to connect well with the public transport network between the town and key sub-regional and regional settlements.



- 3.4 Public transport access to the development will be via the two main vehicular access points, Branston Interchange and the access to Shobnall Road to the north.
- 3.5 In preparing the development masterplan reference has been made to the IHT document "Planning for Public Transport in Developments – March 1999", to establish the appropriate form and layout of public transport provision for the Branston Locks Masterplan. The main principles for provision of effective public transport are set out in the document. The main requirements are:
- The provision of high quality road side facilities and buses;
  - The provision of good accurate timetabling information;
  - A development layout that can provide as direct a through route as possible;
  - A development layout that can ensure walk distances for bus passengers to their destination are limited to 400m.
- 3.6 As discussed above, there are a number of bus services that pass close to the boundary of Branston Locks. However, at present none of these offer high specification services or a frequent timetable.
- 3.7 Due to the location of the site being on the edge of Burton, it will clearly be essential that these services are enhanced and re-routed to serve the development most effectively.
- 3.8 As part of the development proposals it is envisaged that a service will be provided which creates a circular route through Centrum and Branston Locks linking to the town centre. The overall aim will be to provide a bus service of at least 30-minute interval peak and inter-peak departures, and 60-minute interval off-peak departures.
- 3.9 Clearly careful planning of the location and type of bus stops will be required at a more detailed design stage to ensure that bus stops are appropriately located throughout the development. However, the illustrative masterplan shows that it would be possible to provide high quality public transport accessibility to the site.
- 3.10 The internal site layout will ensure that the majority of households will be within 400m walking distance of the bus route with no household being further than 800m from the route. In addition the bus will route via the new employment development with

covered bus stopping facilities being focused around the main entrances of the employment buildings.

- 3.11 The site facilities will enable the creation of an attractive bus service, with stops close to the employment buildings and local centre. Stops will have appropriate shelters to protect passengers from the elements, with seating provided alongside CCTV and help points. Marketing communications material will be provided to inform passengers of the route, timetable, fare and ticketing, and other service features.
- 3.12 The new service will include the provision of real-time information allowing passengers to see when the next bus is due. Access to real-time bus information will be extended into employment buildings and households via the community website.
- 3.13 As outlined above, the bus service will connect with train services in Burton upon Trent providing residents and employees access to and from the wider area. Principal bus stops, including those within the local centre, will include cycle parking provision. Public transport services will be actively promoted through the workplace travel plans and residential travel plans.
- 3.14 Subject to final detailed agreement with the highway authorities regarding implementation of bus priority measures at junctions, the buses will be fitted with appropriate transponder apparatus to achieved traffic-light priority.

#### **4.0 Bus Service Operator Liaison**

- 4.1 Consultation was undertaken with three local bus operators regarding potential services to the proposed development: Arriva Midlands, Midland Classic and Trent Barton. The location, nature, scale and phasing of the development was outlined to each operator initially. These discussions have addressed the phasing implications of the proposals, the pattern of service appropriate to each phase, and the potential resource requirements to operate services and the cost of these.
- 4.2 Subsequent to the operators' initial response and further discussion with one of the operators, we developed and put forward service ideas for Phases 1 and 2 to all three operators. These met with a positive response and generated operators' further ideas



for service patterns and efficient operation, including inter-working with established routes.

- 4.3 One of the operators also provided their initial costing of service operation; the information was in a cost-tariff structure to enable estimation of costs for a variety of timetable patterns. The cost rates are in line with those previously estimated by a specialist consultant, and therefore we have confidence in their usefulness. These costs are at present in commercial confidence and therefore not released as part of the application. Overall costs for operating the bus service are reflected in the Framework Travel Plan.
- 4.4 All three operators have expressed an interest in further involvement in bus service development to Branston Locks; we will pursue this at the appropriate stage in the development consent and implementation processes. The Framework Travel Plan includes a strategy for ongoing liaison with the service providers.

## **5.0 Traveller Segments and Public Transport Strategy**

- 5.1 The public transport strategy is based on a strategic marketing approach: identifying different customer, i.e. traveller, segments within the overall personal travel market, and development of a tactical offer, i.e. combination of service elements, appropriate to these segments. Of course, the very nature of communal public transport such as bus and train services means that each service element can be used by several traveller segments; nevertheless, this strategic segmentation approach is useful in focusing planning effort and delivery resources to achieve policy aims.
- 5.2 We propose two top-level traveller segmentation criteria: residents / employees; and non-car-available / car-available. There are of course further criteria by which travellers could be segmented, e.g. by journey purpose or by frequency of travel; such finer segmentation would be applicable when detailed service planning is undertaken.
- 5.3 A fundamental decision is to focus the car-to-bus modal shift planning and delivery on the overall development of Branston Locks. While this may appear to challenge and potentially contravene local development and transport planning policies, we believe that it will be more effective to conserve resources until Phases 3 and 4, at which point

a critical mass of activity will have been achieved such that a high-specification public transport offer would become sustainable.

5.4 A traveller-segment / service-tactic grid based on this approach is presented in **Appendix PTS3**. This shows an emphasis on providing a good frequency of service in Phases 1 and 2, and a substantial enhancement of service in Phases 3 and 4. During Phases 1 and 2 Branston Locks would be served by adaptation and extension of existing bus services, with enhancement to customer service at both the pre-travel and in-journey stages. Service elements that are considered to be default features of new bus services, e.g. low-floor vehicles and customer-care trained drivers, are not listed in this grid for simplicity of presentation.

5.5 The key theme of the Phase 3 / 4 proposal is that public transport travel should require low user exertion and provide a low-anxiety experience, for example: turn-up-and-go frequency obviates the need to consult a timetable; and real-time information at stop re-assures that the service is running. By the time Phases 3 / 4 are under construction, new customer insights and new service technologies could be available; therefore it is inappropriate to specify service elements in detail at this stage.

## **6.0 Phasing Issues**

### **6.1 Introduction**

6.1.1 Given that the site will be phased over a number of years, the overall strategy seeks to evolve with changing travel needs and demands of the development. On this basis:

- During Phase 1 and early parts of Phase 2, the bus services will mostly address the needs of non-car-drivers;
- During Phases 3 and 4, the services will seek to achieve modal shift among car drivers to mitigate highway congestion. Phases 3 and 4 are therefore likely to involve car trip volume and modal shift targeting and therefore higher specification services.

6.1.2 The initial route through Branston Locks would be established at the commencement of the development, modified as new areas of the site become occupied. This would



ensure that a quality bus service would always be available at the earliest possible time for residents and employment zone users so as to ensure sustainable travel options are available from the early stages of occupation. Indicative routing plans are shown at **Appendix PTS4**.

6.1.3 The service development strategy would recognise that different segments of personal travellers would have different public transport service needs. As each component of the development could proceed at a different pace, rather than specify what service element should be delivered on a timeline, the strategy identifies the elements that would be appropriate to each traveller segment.

## 6.2 **Phase 1 North**

6.2.1 The northern section of the site will be served from Shobnall Road, as the site will be within acceptable walking distance to the existing bus stops.

6.2.2 It is envisaged that the existing Service No 10 will be improved to a Mon-Sat 0700-1900 half-hourly interval plus hourly 0600-0700 and 1900-2300 and Sunday 0900-2100.

6.2.3 The enhancement will be between The Albion pub and town centre only and if necessary, a turning head would be provided within the development for the short-working and potentially for the through working if time tabling permitted.

## 6.3 **Phase 1 (South)**

6.3.1 The southern section of the site will be served either by an extension of a service that currently terminates in the Branston area, or deviation of an A38 service towards Lichfield. A turning head and bus stop will be provided within the commercial development area, which could also be reached on foot from the residential development. Discussions with Trent Barton have suggested that the V4, which currently passes through the A5121 [Wellington Road] / B5018 [Main Road realignment] junction, would be appropriate for extension to serve the site and that this could be achieved without the need for additional peak vehicle resources.



6.3.2 It is proposed that this service will operate on a service frequency of Mon-Sat 0700-1990 half-hourly interval plus hourly 0600-0700 and 1900-2300 and Sunday 0900-2100. The service will connect the site to the town centre and railway station.

#### 6.4 **Phase 2**

6.4.1 As the development progresses into Phase 2, it is likely that the local centre will become the focal point for public transport access into the scheme. This will include the provision of a high quality public transport hub with shelters and good quality real-time information. Walking linkages within the site to the hub will be provided at this stage, as will cycling storage and other facilities to complement the hub.

6.4.2 This hub will be served by an extension of the Phase 1 route running along Branston Road then through Phase 1 and looping around Phase 2. The service to the northern site will remain unchanged at this point.

6.4.3 At this stage it is assumed that bus frequencies will be retained at Mon-Sat 0700-1990 half-hourly interval plus hourly 0600-0700 and 1900-2300 and Sunday 0900-2100. The level of service provision will be reviewed as set out in the Framework Travel Plan and this could be reduced or increased as appropriate. It is expected that high specification, low emission vehicles, with prominent, clear route identification, will be introduced at this point.

#### 6.5 **Phase 3 and 4**

6.5.1 The existing network of bus services in Burton-upon-Trent is expected to have altered by the time Phases 3 and/or 4 of the development are occupied; this could be due to other developments or changes resulting from bus network commercial optimisation in a changing transport marketplace. The likely changes cannot be confidently predicted this far in advance of the occupation of Phases 3 and 4.

6.5.2 Bus services to Branston Locks are likely to be more effective if they are developed to complement other services in the town; this is the case even if the service is a stand-





alone route in public timetable terms. Therefore it is not appropriate to specify the service route and timetable in detail at this stage.

- 6.5.3 When the internal distributor road is open to bus traffic it is proposed that the separate north and south bus service provision would be replaced by a single, two-way circular route service running through the development, connecting to the town centre, bus interchange and railway station. It is possible that this could be an extension or alteration to a route serving other parts of the town or a new stand-alone route.

SJT/10146-16\_Public Transport Strategy.doc  
6<sup>th</sup> November 2012

**Appendix PTS1**  
SCC Draft East Staffordshire Borough Integrated Strategy

# Draft East Staffordshire Borough Integrated Transport Strategy 2011 - 2026



November 2011

## **DRAFT EAST STAFFORDSHIRE BOROUGH INTEGRATED TRANSPORT STRATEGY 2011 - 2026**

### **District Profile:**

The Borough of East Staffordshire borders the East Midlands region and has close links with Derbyshire. It is mainly rural in character and key services, facilities and employment opportunities are provided in the main settlement of Burton upon Trent. Uttoxeter also provides important services to its surrounding rural hinterland. Pockets of deprivation in East Staffordshire are only evident in the inner areas of Burton.

The main highway corridors are the A38(T) which runs directly to the west of Burton and the A50(T) close to Uttoxeter. The A5121, A515, A444 and A511 local routes also serve Burton. Burton has good Cross Country rail connections to Birmingham and Derby, and Uttoxeter railway station is served by East Midlands trains to Derby and Crewe. The Borough is served by local bus services within and between settlements, and bus interchanges at Uttoxeter and Burton. New Street in Burton accommodates at least 1.1 million bus passengers per year. Bus services are also supported by Community Transport schemes. The well established East Staffordshire Mobility Link operates a district-wide minibus and voluntary car service, enhanced by a separate service run by volunteers specifically for Abbots Bromley residents. Burton Age Concern also provides a service and East Staffordshire residents can use community transport services operating in Ashbourne.

Census information indicates a relatively high proportion of short work trips in Burton upon Trent and also a high proportion of commuter trips by car from surrounding towns and villages. Only 4% of work journeys in the Borough are by bus and less than 1% are by train, however walking and cycling levels are above the national average. Congestion is a concern for local residents in Burton and high volumes of traffic are prevalent on the A38(T) to the north of Burton towards the A50(T), resulting in reduced journey time reliability. Traffic congestion has also contributed to the declaration of two Air Quality Management Areas in Burton along the A5121/A511 and at the A444 St. Peter's Bridge junction in Stapenhill.

The next consultation stage in the preparation of the Local Development Framework (LDF) Core Strategy is currently scheduled by East Staffordshire Borough Council for later this year. The Council are also progressing work on a Masterplan that will guide development opportunities in Burton town centre. The Borough Council is committed to delivering 13,000 new homes (11,000 in Burton) and 200 hectares of employment provision up to 2026, however, The Council may review these targets to ensure they remain realistic and in tune with demand.

A Burton Transport Study has been produced to support the emerging LDF. The study compares land use options in overall transport terms using a traffic model and concludes that the success of delivering housing and employment growth in Burton will be dependent on maximising development within the existing urban area and finding the best location for sustainable urban extensions, supported by a wider sustainable transport strategy. Some greenfield sites are more sustainable than others and would have less impact on the highway network. For example, housing location options at Beamhill and Lawns Farm create similar overall levels of traffic on the local and trunk road network, however congestion on the local highway resulting from development at Beamhill is likely to be greater compared to focussing development at Lawns Farm, even though development at Beamhill would have better access to existing public transport and cycling networks. In addition, there are proposals to deliver significant new housing and employment at Drakelow in Derbyshire and on land South of Branston. Drakelow Park proposals consist of around 2,000 dwellings, an employment park and two local service centres.

## **Transport Achievements:**

Recent transport achievements have focussed on making best use of the existing highway in Burton upon Trent to deal with existing traffic issues and to accommodate traffic from residential developments and business parks, such as Centrum 100 and Centre 38. Significant investment has been directed towards sustainable transport provision and traffic management in both Burton and Uttoxeter. Many urban residents in the Borough now live within 350m of a bus stop with a better than half-hourly weekday service and many bus stops now comply with The Disability Discrimination Act. Targets to reduce all road casualties have been achieved in the Borough through education, enforcement and engineering measures.

Since 2002, Staffordshire County Council has secured around £1.4 million developer contributions towards the delivery of the Burton Urban Area Transport Management Strategy (BUATMS). These developer funds, together with around £2 million Local Transport Plan resources and £3.3m Community Infrastructure Fund awarded to the County Council in 2009, have delivered the following:

- Linking of traffic signals using Urban Traffic Control
- Variable Message Signs on radial routes and car park entrances
- Union Street traffic management investigations
- Restricted access on High Street
- A511 pedestrian, environmental and traffic management measures
- Traffic management measures along the A5189
- Highway capacity improvements on Parkway / Wellington Road
- Burton railway station forecourt scheme designs and investigations
- Strengthening of the railway bridge to enable railway station forecourt improvements
- Bus stop improvements in New Street and along routes to the town centre
- Enhanced Bus Passenger Information on Route 3 between Winshill, the town centre, Queen's Hospital and Stretton
- Improved bus access to Queen's Hospital
- The new 'Dash' bus service between Regent's Park, the town centre and Centrum 100
- Provision of the National Cycle Network, local cycle routes and cycle parking
- Pedestrian crossings
- Promotion of smarter travel

A wide range of safety, environmental and sustainable transport improvements have also been delivered in Uttoxeter to help accommodate significant housing development and improve the town centre environment. Transport achievements include High Street vehicular access restrictions, junction improvements and pedestrian crossings on routes to the town centre and in the vicinity of Thomas Alleyne's High School. Enhanced rail station infrastructure at Uttoxeter has been brought forward through partnership working with the rail industry and the North Staffordshire Community Rail partnership.

## **Transport Challenges and Opportunities:**

It is expected that there will be a reduction in the amount of public money available for transport in the future. With this in mind, a key priority going forward in the next three years, and in the longer term up to 2026, is to make the best use of the existing highway network by focusing on maintaining its condition and ensuring that we continue to reduce road casualties. Development in the Borough will be accommodated through appropriate traffic management, selective increases in highway capacity and sustainable transport provision. The aim will be to use limited public resources to support private sector regeneration, particularly in Burton.

Burton Town Centre Local Transport Package will help to achieve the objectives of the Borough Council's emerging town centre Masterplan, building on the successes of BUATMS. Traffic management measures will help resolve existing peak hour congestion, as well as accommodating potential traffic generated by development proposals for example at Bargates, Hawkins Lane, Cooper's Square and the Pirelli site. The only potential highway capacity improvement is an additional lane on St. Peter's Bridge (westbound heading into Burton) which, according to transport modelling work, will help to relieve congestion during peak times. Access requirements and transport mitigation measures for key development sites will be identified in Transport Assessments and will complement the wider town centre measures.

The package will support improved pedestrian permeability between shopping areas and encourage walking to reduce short distance car trips. Segregated walking and cycling routes will also be implemented as resources permit to ensure that there are convenient and safe links to the town centre. One option is a new footbridge over the River Trent. Public transport measures proposed include further enhancements to passenger information, rail station forecourt improvements and a bus and access only area on New Street, to improve bus patronage, safety of pedestrians and an improved town centre environment, in line with the Masterplan. The latter particularly highlights the need to improve information, at both ends of the journey, on the existing frequent bus links between the railway station and the town centre, in order to help visitors to the town.

Staffordshire County Council and the Highways Agency will work in partnership to manage traffic levels on the A38(T) and adjacent local roads. Evidence produced by the Highways Agency recommends that traffic is managed on the A38(T) through the installation of vehicle detection and information on speeds and congestion problems, linked to Variable Message Signs displaying route guidance and speed controls.

Junctions on the A38(T) at Claymills, Branston and Barton Turn are expected to be improved to manage existing peak hour congestion, particularly north of Burton, and to accommodate development traffic arising from sites in Burton and at Drakelow Park. At Barton Turn it is proposed that the existing roundabout is replaced with a signalised layout. At Branston, there are current proposals to signalise and widen the north bound off-slip. The Walton-on-Trent bypass will increase capacity on the local network to accommodate Drakelow Park.

Road injury accident data will be continually monitored and analysed across the highway network. Locations will be identified where consistent accident patterns occur that might be prevented through remedial engineering works. These locations will be investigated to identify the underlying causes of the problems and measures will be implemented if appropriate and justifiable. Local safety schemes such as junction modifications and

signing improvements tend to represent good value for money, offering high first year rates of return.

The Divisional Highway Programme for East Staffordshire gives County Councillors the opportunity to directly input into delivery programmes. Councillors work closely with Community Highway Managers, Parish Councils and other stakeholders to ensure local concerns and challenges are identified and priorities are established, taking into account financial constraints. The Divisional Highway Programme is reviewed twice a year and gives an overview of highway and transport concerns within the local area, such as pedestrian safety, safety issues at local junctions, speeding through villages and rat-running on inappropriate roads. They are incorporated within the Integrated Transport Strategy if they require capital funding and are proven to meet strategic objectives. Other lower cost road safety and traffic management measures in the Divisional Highway Programme, delivered using revenue resources, will not be specified in this Strategy.

#### KEY COMMUNITY ISSUES

- Pedestrian safety
- Safety issues at local junctions
- Speeding through villages
- Rat-running on inappropriate roads
- Safety outside schools
- Frequency of bus services

#### KEY STRATEGIC ISSUES

- Support retail growth in Burton town centre
- Manage peak hour congestion on main roads in Burton
- Accommodate major development sites in Burton and Uttoxeter
- Secure investment in Burton railway station
- Minimise impact of traffic on Burton Air quality Management Areas
- Encourage sustainable travel

# DRAFT EAST STAFFORDSHIRE BOROUGH INTEGRATED TRANSPORT STRATEGY 2011 TO 2026

## CHALLENGES

### NEEDS OF OUR LOCAL NEIGHBOURHOODS

- Maintain the current condition and safety of the highway network
- Improve accessibility and quality of life within local communities
- Improve public transport access between settlements within the Borough and to strategic services and facilities in Burton
- Manage peak hour traffic levels in Burton town centre on A444, A511 A5121 and A5189

### AMBITIONS OF THE WIDER PLACE

- Accommodate significant Sustainable Urban Extensions of Burton on the A38(T) and local road network
- Support retail growth proposed for Burton town centre
- Accommodate sustainable development on potential brownfield and greenfield locations in Uttoxeter
- Raise awareness of environmental issues and encourage people to lead more sustainable lifestyles

## PROJECTS THAT WILL ACHIEVE OUTCOMES

### COUNTYWIDE INITIATIVES

- 20mph zones and Speed Limit Review
- Parking and loading enforcement through Clear Streets
- Driver training and road safety education and training in schools
- Subsidised bus services, community transport, concessionary fares scheme and bus service information
- Promoting sustainable travel and school travel planning
- Careful consideration of any request to restrict lorry movements in line with actions and priorities in the Local Transport Plan Freight Strategy (2011)

### LOCAL COMMUNITY PRIORITIES

- SHORT TERM – 3 YEARS**
- Maintenance programme
  - Community liaison priorities raised by Councillors, focusing on local neighbourhood issues in rural and urban areas
  - Uttoxeter town centre pedestrianisation and traffic management
  - Pedestrian crossing and traffic calming requests
- LONG TERM UP TO 2026**
- Maintenance and community liaison priorities
  - Minimise impact of traffic generated by Alton Towers

### STRATEGIC PLANNING AND TRANSPORT PRIORITIES

- SHORT TERM – 3 YEARS**
- **Burton Town Centre Local Transport Package:** Burton Rail Station Forecourt Improvements, local cycle links, St. Peter's Bridge third lane and improvements to Stapenhill Roundabout, extension of Enhanced Passenger Information, A511 Horninglow Street widening, bus access improvements
- LONG TERM UP TO 2026**
- **Burton Town Centre Local Transport Package:** New Street access only area, bus stop upgrades, Union Street traffic management, Stapenhill Footbridge/Cycleway at a northern location over the Trent, Little Burton Footbridge safety improvements, potential to upgrade Enhanced Passenger Information to Real Time Information, access to new town centre developments
  - **A38(T) Burton Transport Corridor:** Manage the impact of traffic and development on the A5121 Derby Road corridor, sustainable transport links to Drakelow, Lawns Farm and Land South of Branston, junction improvements along the A38(T), route guidance and speed control on the A38(T), Walton-on-Trent Bypass
  - Shobnall Road / Shobnall Street traffic management
  - New bus services and bus stop upgrades on routes that link Sustainable Urban Extensions to Burton town centre
  - Traffic management and sustainable transport provision in Uttoxeter to accommodate future development

## JUSTIFICATION / VALUE FOR MONEY / FUNDING / DELIVERY

- All initiatives are expected to be funded by County Council capital and revenue funds as resources permit.
- Areas targeted for delivery will be influenced by community consultation and data that identifies need.
- Criteria will be set to determine which bus services could be supported.
- Value for money will be achieved when initiatives complement other measures in the strategy e.g. promoting the use of new cycling and walking facilities.

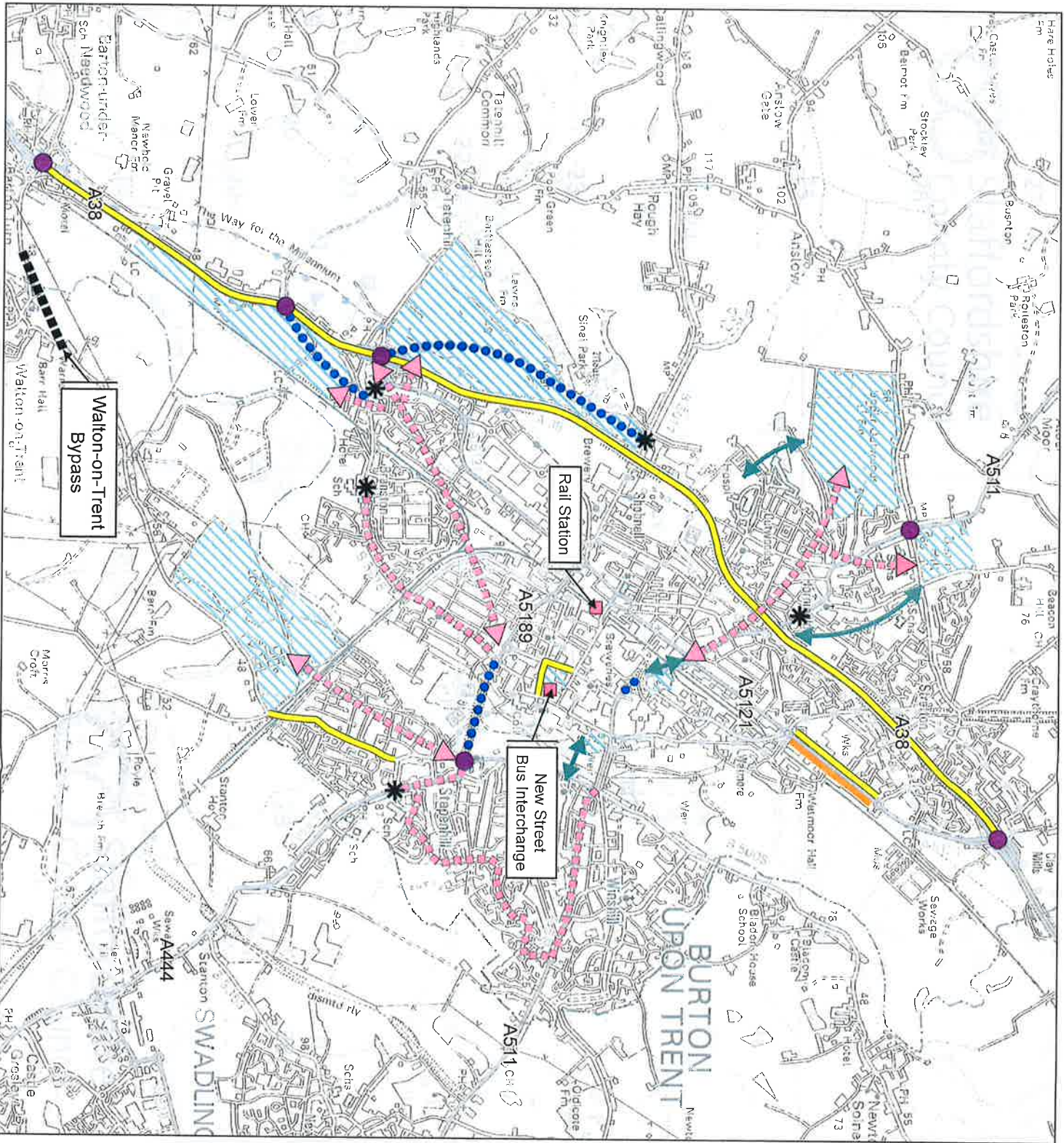
- Maintenance will be the main area of County Council expenditure within the strategy period as making best use of existing infrastructure is considered to be value for money. Works will be guided by the Transport Asset Management Plan (TAMP).
- Councillor's revenue funds will be used to fund low cost feasible community, safety and maintenance measures. As a guide, these schemes will generally cost less than £10,000 and will not be listed in the District Integrated Transport Strategy.
- The need for community and safety schemes will be first identified by monitoring data and consulting local councillors and schemes will only be progressed once feasibility and need is confirmed and when all alternatives have been considered.
- Scheme costs will be closely monitored to ensure value for money.
- Value for money will be maximised when initiatives complement Strategic Planning and Transport Priorities.
- The monitoring and delivery of Alton Towers Resort Transport Strategy will be funded by annual payments made by the Resort, secured through a new legal agreement between Alton Towers, the County and Borough.









- Efficiencies and value for money will be achieved through delivering local transport packages and by pooling public and private sector resources.
- Scheme feasibility, design and consultation will be carried out to ensure the required outputs are achieved.
- Strategic Planning and Transport Priorities will be reviewed in line with the emerging Borough Council's LDF which will be examined by an independent inspector.
- From April 2014, all developer contributions available to deliver this strategy could be collected by the Borough Council via a Community Infrastructure Levy (CIL). The level of CIL likely to be made available for transport will be influenced by the approved LDF Infrastructure Delivery Plan, informed by this strategy. Direct access to developments will still be funded by S278 and S106 agreements.
- Burton Town Centre Local Transport Package will build on the achievements of BUATMS and will help to deliver the objectives of the Borough Council's emerging Masterplan. The aim will be to deliver the package through a combination of public and private funding. Traffic management proposal for Union Street will be considered alongside the redevelopment of Cooper's Square.
- Burton railway station forecourt improvements were justified in BUATMS and will be part funded by developer contributions that have already been secured.
- The timescale for delivering the A38(T) Burton Transport Package will be guided by the Highways Agency and phased completion of developments such as Drakelow and those to the south of the Burton urban area.
- The Walton-on-Trent Bypass will be completed prior to the commencement of development at Drakelow and St. Peter's Bridge third lane. Improvements to Stapenhill roundabout will also be funded by the developer at Drakelow.
- Mitigation measures required to accommodate new housing and employment in Uttoxeter will largely need to be delivered by developers.



# DRAFT

## Burton Transport Strategy (Town Centre and A38 Corridor)



-  Development Proposals
-  Highway Improvements
-  Speed Limit Reductions
-  Cycling / Walking Enhancements
-  Improved Public Transport Services & Facilities
-  Traffic Management Measures
-  School Time 20mph Zones
-  Junction Improvements

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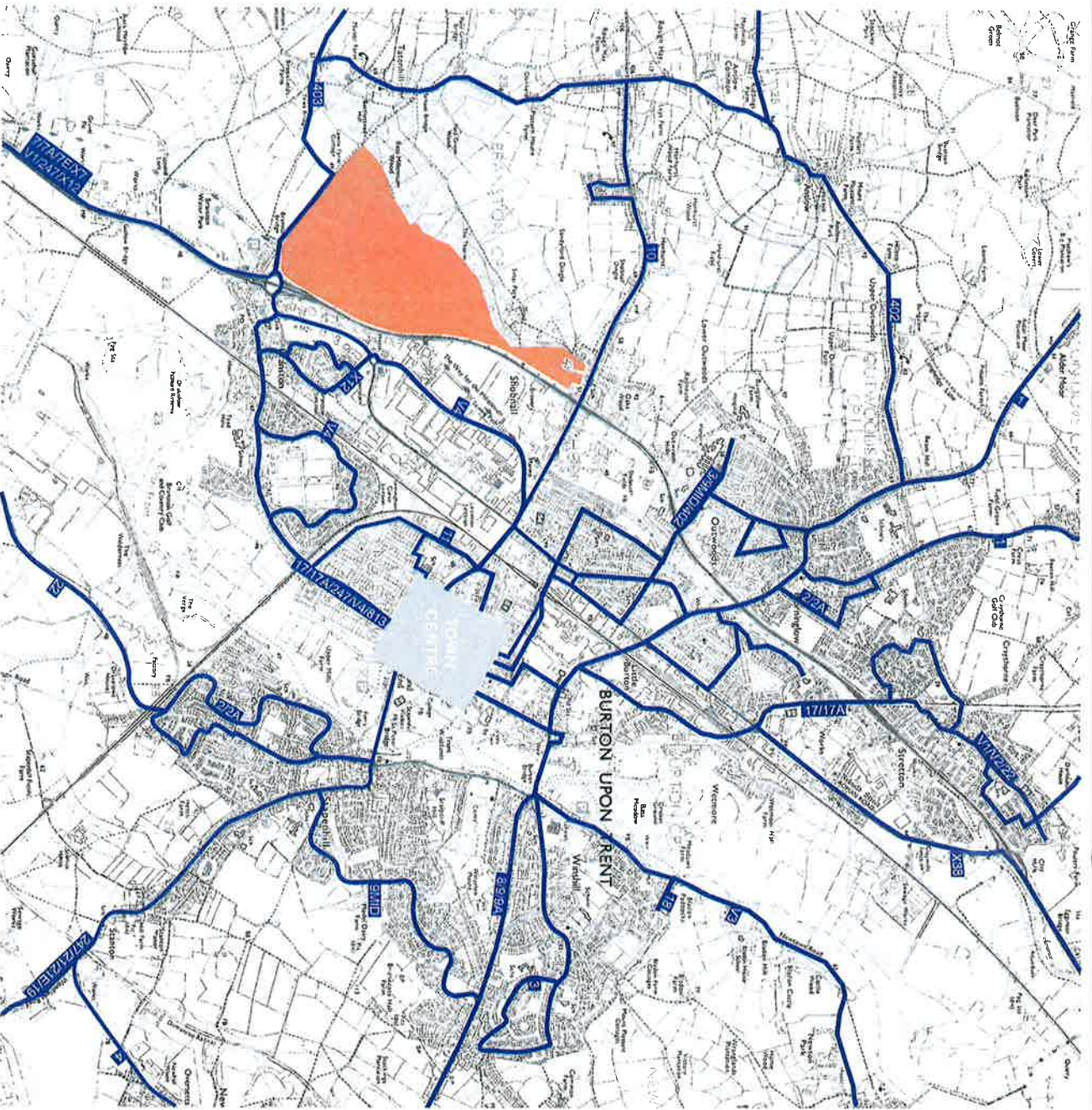
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**Appendix PTS2**  
Existing Bus Routes



|                |  |
|----------------|--|
| 1/1E           | Rolleston - Tutbury - Uttoxeter                        |
| 2/2A           | Horniglow - Town Centre - Edgehill                     |
| 3              | Outwoods - Winshill - Town Centre                      |
| 4              | Stapenhill - Stanton - Swadlincote                     |
| 7/7A/<br>7E/X7 | Bransdon - Barton Under Needwood - Lichfield           |
| 8              | Winshill - Newhall - Swadlincote                       |
| 9              | Winshill - Swadlincote - Ashby - Coalville             |
| 9MID           | Winshill - Swadlincote - Abby - Coalville              |
| 10             | Rough Hay - Shobnall                                   |
| 11             | Burton - Beans Covert, Anglesey Court                  |
| 17/17A         | Burton - Clay Mills - Doveciff Road - Straton          |
| 18             | Dalebrook  |
| 19             | Stapenhill - Newhall - Stanton - Swadlincote - Measham |
| 21             | Stapenhill - Castle Gresley - Swadlincote              |
| 1/21E          | - Overseal   |
| 22             | Burton - Swadlincote - Bus Station                     |
| V4             | Bransdon - Centrum Park                                |
| 247            | Fradley Park - Tesco Distribution Centre               |
| 402            | Burton - New Street                                    |
| 403            | Burton - New Street                                    |
| X12            | Burton - Lichfield Town Centre                         |
| 813            | Burton - Tamworth Town Centre - Victoria Road          |
| V1             | Burton - Derby   |
| V2             | Burton - Derby   |
| V3             | Burton - Derby   |

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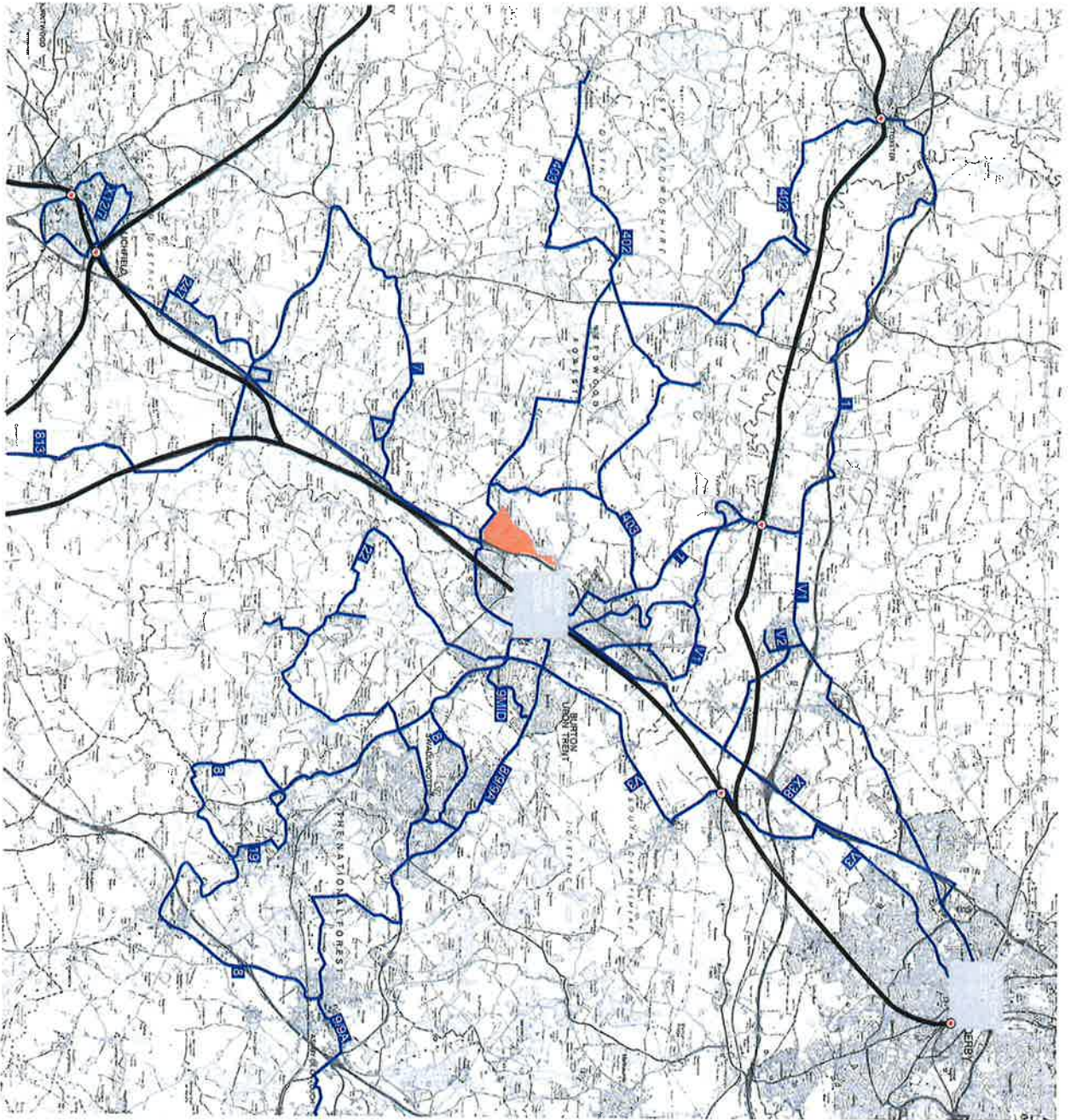
Notes:

Drawing No : 10146-19  
 Drawing Title : Burton Upon Trent Local Area Bus Map  
 Job Title : Lawns Farm, Burton Upon Trent  
 Client : NDQL

Scale : NTS

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- 1/1E Rolleston - Tutbury - Uttoxeter
- 4 Stapenhill - Stanton - Swadlincote
- 7/7A  
7E/X7 Branston - Barton Under Needwood - Lichfield
- 8 Winshill - Newhall - Swadlincote
- 9-9A Winshill - Swadlincote - Ashby - Coalville
- 9MID Winshill - Swadlincote - Ashby - Coalville
- 21  
21E Stapenhill - Castle Gresley - Swadlincote - Overseal
- 22 Cotton-in-the-Elms - Swadlincote
- 247 Fradley Park - Tesco Distribution Centre
- 402 Abbots Bromley - Uttoxeter
- 403 Branston - Abbots Bromley
- X7 Branston - Barton Under Needwood - Lichfield
- X12 Burton - Lichfield Town Centre
- X38 Burton - Stretton - Derby
- 813 Burton - Tamworth Town Centre - Victoria Road
- V1 Burton - Derby Bus Station
- V2 Burton - Derby Bus Station
- V3 Burton - Derby Bus Station
- V4 Centurion Park - Branston

Notes:

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Drawing No : 10146-20  
 Drawing Title : Burton Upon Trent Wider Area Bus Map  
 Job Title : Lawns Farm, Burton Upon Trent  
 Client : MDQL

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**Appendix PTS3**  
Traveller Segments / Service Tactics

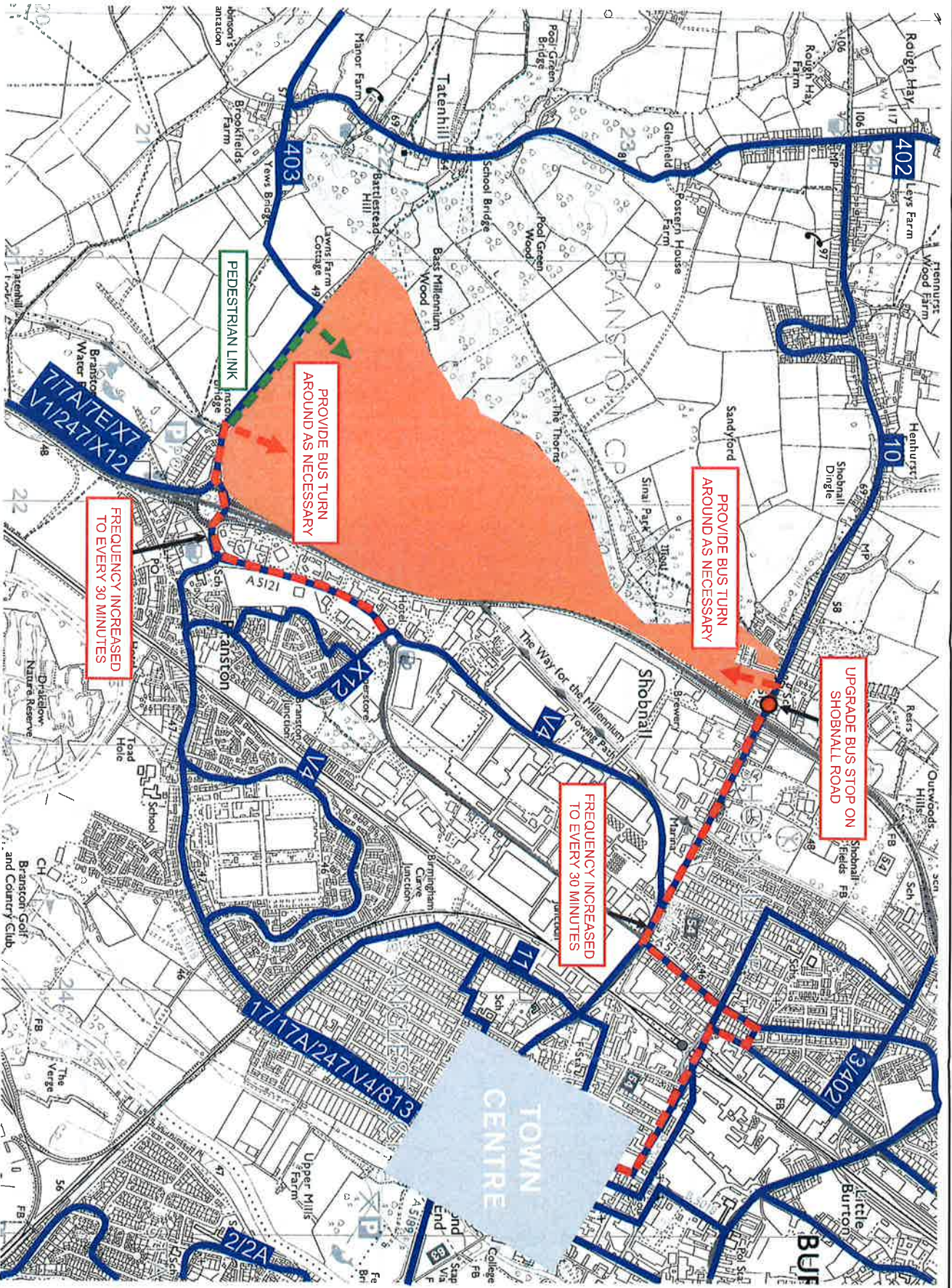
**Moseley Marketing Limited**  
**Bransford Locks - Public Transport Strategy - Traveller Segment / Service Tactics**

Version: 2.5d  
 Date: 12-Oct-12  
 By: TKH

| Intervention Category   | Development Phase | Residents   | Car Available                                | Employees   | Car Available                                |
|-------------------------|-------------------|---|--|---|--|
| Route & Timetable       | Phase 1           | Non-Car Available   | Not targeted [See body text, paragraph 5.3]. | Non-Car Available   | Car Available                                |
|                         |                   | North: enhancement of #10; see text.<br>South: #11/variant and/or V4 extension plus selected departure diversion on A38-south services; see text.   |  | n/a   |  |
|                         | Phase 2           | Extension and enhancement of Phase-1 #11/variant and/or V4 service; see text.   | Not targeted [See body text, paragraph 5.3]. |   | Not targeted [See body text, paragraph 5.3]. |
|                         |                   | Frequent service of 6 departures/hour in core daytime travel period and 2/hour at other times; route to be determined based on emerging development and travel patterns in the locality and travel-to-work area.                            |  |   |  |
| Fares & Ticketing       | Phases 3 and 4    | Multi-operator return and period tickets covering travel between site and Burton-on-Trent locality.   | Not targeted [See body text, paragraph 5.3]. | Multi-operator return and period tickets covering travel between site and Burton-on-Trent locality.   | Not targeted [See body text, paragraph 5.3]. |
|                         |                   | Vouchers for free and reduced price travel.   |  | Vouchers for free and reduced price travel.   |  |
| Journey Support         | Phases 3 and 4    | Multi-modal, multi-operator smart ticketing extending to within Swadlincote locality, A38-south corridor and to Derby, Nottingham, Tamworth and Birmingham; Staffs CC to lead with developer support.                                       | Not targeted [See body text, paragraph 5.3]. | Multi-modal, multi-operator smart ticketing extending to within Swadlincote locality, A38-south corridor and to Derby, Nottingham, Tamworth and Birmingham; Staffs CC to lead with developer support.   | Not targeted [See body text, paragraph 5.3]. |
|                         |                   | Comprehensive route and timetable information at bus stops<br>E-Vouchers for free and reduced price travel.   |  | Comprehensive route and timetable information in company reception / staff rest areas.<br>E-vouchers linked to workplace travel plans.  |  |
|                         | Phases 3 and 4    | Real-time information at-stop.<br>Passenger shelter with seat, light and CCTV at pick-up stops.   | Not targeted [See body text, paragraph 5.3]. | Real-time information at-stop.<br>Passenger shelter with seat, light and CCTV at pick-up stops.   | Not targeted [See body text, paragraph 5.3]. |
|                         |                   | Fixed and real-time information extended to residential community facilities [e.g. library?].   |  | Fixed and real-time information extended to workplace community facilities [e.g. restaurants?].   |  |
| Marketing Communication | Phase 1 and 2     | Enhanced facilities at neighbourhood transport hub inc.: kiss&ride bay; cycle parking; information self-service and contact centre terminal; ticket vending; refreshment vending; shopping / luggage lockers; and CCTV and help call point. | Not targeted [See body text, paragraph 5.3]. | Enhanced facilities at workplace transport hub inc.: information self-service and contact centre terminal; ticket vending; refreshment vending; CCTV and help call point.                               | Not targeted [See body text, paragraph 5.3]. |
|                         |                   | Service information pack for new residents.<br>Service revision bulletin on-bus, at-stop, by SMS and via community leaders.   |  | Service information pack for new employees.<br>Service revision bulletin on-bus, at-stop, by SMS and via employers' lead officers.  |  |
|                         | Phase 3 and 4     | Enhanced communications to include: social acceptability of bus travel; functional benefits of bus travel; extensive notice of service revisions, including services connecting with those from the site.                                   |  | Enhanced communications to include: social acceptability of bus travel; functional benefits of bus travel; extensive notice of service revisions, including services connecting with those to the site. |  |

**Appendix PTS4**  
Proposed Development Bus Access





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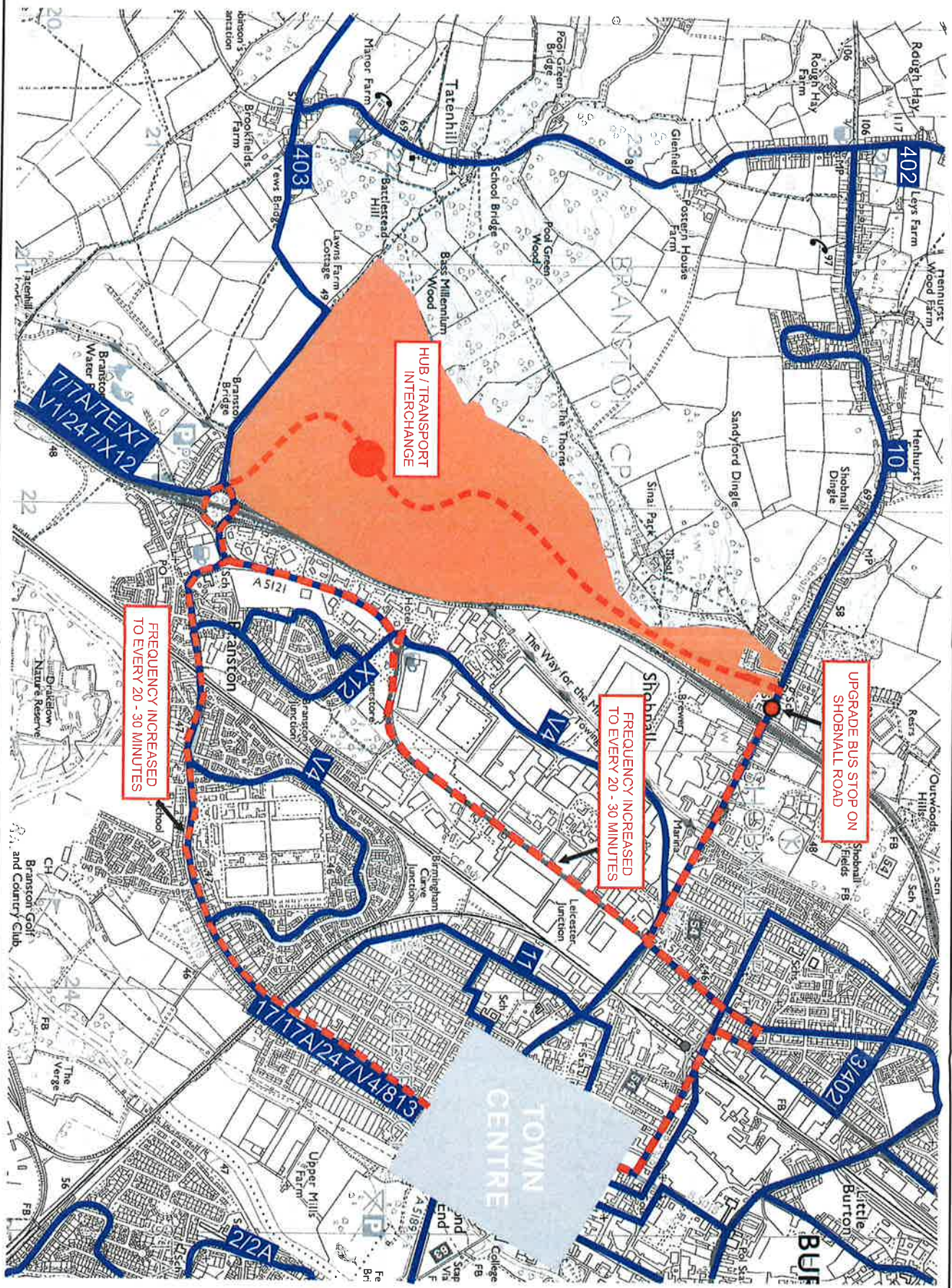
Notes:

Drawing No : 101/46-21  
 Drawing Title : Proposed Bus Route - Phase 1 & 2  
 Job Title : Lawns Farm, Burton Upon Trent  
 Client : SCPDL

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HUB / TRANSPORT INTERCHANGE

FREQUENCY INCREASED TO EVERY 20 - 30 MINUTES

FREQUENCY INCREASED TO EVERY 20 - 30 MINUTES

UPGRADE BUS STOP ON SHOBNALL ROAD



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Notes:

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 Drawing Title : Proposed Bus Route - Phase 3 & 4  
 Job Title : Lawns Farm, Burton Upon Trent  
 Client : MDQL

Scale : NTS  
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