

EXECUTIVE – 28 MARCH 2019

## **SUPPLEMENTARY REPORT**

### **SHEERWATER REGENERATION**

#### **Executive Summary**

Since the original report to the Executive was circulated, minor changes have been made to the undertakings detailed in Appendix 5 to that report.

The changes are shown, in track-changes, in the amended Appendix 5 attached to this supplementary report (pages 3-14). A further copy of the amended Appendix 5 is attached, with the changes accepted and incorporated into that document (pages 15-26).

#### **Recommendations**

The Executive is requested to:

##### **RESOLVE That**

- (i) the Council shall give effect to the obligations in respect of planning applications PLAN/2018/0374 and PLAN/2018/0337 set out in Appendix 5 (amended 28 March 2019) to the supplementary report, if (a) the local planning authority grants the planning permissions sought and (b) those planning permissions are implemented by, or on behalf of, the Council;
- (ii) the Council shall procure that any third-party to whom it grants an interest in the Council-owned land is bound by the obligations in respect of planning applications PLAN/2018/0374 and PLAN/2018/0337 set out in Appendix 5 (amended 28 March 2019) to the supplementary report; and
- (iii) resolves (i) and (ii) above are “urgent” and will take immediate effect (so are not subject to “call-in”). This is because any delay likely to be caused by the call-in process would be seriously prejudicial to the Council’s interests (as it is necessary that the local planning authority is aware, when it considers planning applications PLAN/2018/0374 and PLAN/2018/0337 on 9 April 2019, whether the Council (as landowner) is prepared to give the obligations referred to).

#### **Reasons for Decision**

Reason: To enable the local planning authority to be certain that its requirements will be met if it is minded to grant the planning permission sought.

The Executive has the authority to determine the recommendation(s) set out above.

**Background Papers:** None.

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**Shadow Portfolio Holder:** Councillor Ann-Marie Barker  
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**Date Published:** 28 March 2019

Obligations which are the subject of the Executive's Undertaking on 28 March 2019

**PLAN/2018/0374 0337**

**Definitions**

- a) 'Affordable Housing' – means housing, including the units identified as Specialist Units (referred to in the application as Elderly Care Units and Independent Elderly Accommodation), let at a Social Rent which are therefore available to people who cannot otherwise afford to rent dwellings or houses generally on the open market within the Borough of Woking.
- b) "Affordable Housing Statement" means the affordable housing statement submitted to and approved by the Local Planning Authority prior to Commencement of development.
- c) 'Affordable Housing Units' – means the Affordable Housing to be provided as part of the Development in accordance with the application and/or any subsequent reserved matters approval.
- d) 'Commencement of development' – means the date on which any material operation (as defined in Section 56(4) of the Town and Country Planning Act 1990) forming part of the Development begins to be carried out other than operations consisting of site investigation surveys and decontamination works, the erection of any site fencing or other site security, the laying or diversion of any services or other works in respect of or in relation to any statutory undertaker's equipment or concerns, the carrying out of any archaeological, environmental or ecological works and any works matters and operations to enable any of the foregoing to take place.
- e) 'Completion' – means completion of a dwelling on the application site to the extent that a certificate of practical completion has been or should have been issued at the end of each phase.
- f) 'Development' – means the development the subject of application PLAN/2018/0337.
- g) 'Dwelling' – means any residential unit provided by the development including Affordable Housing Units and Open Market Units.
- h) 'Housing Provider' – means (i) Woking Borough Council or (ii) a Registered Provider or (iii) Thameswey Housing Limited or (iv) a company, approved by the Local Planning Authority, whose purposes include owning and managing the Affordable Housing Units on this site.
- i) "Local Businesses" – means businesses which are located within the Council's administrative area.
- j) "Local Labour Agreement/Community Value Plan" means the document to be submitted in accordance with paragraph hh) of these undertakings

- k) 'Local People' - means people who live in the former Sheerwater and Maybury Ward or otherwise within the Council's administrative area.
- l) "Open Market Housing" means housing which is not Affordable Housing.
- m) "Open Market Units" means the Open Market Housing to be provided as part of the Development in accordance with the application and/or any subsequent reserved matters approval.
- n) 'Phase' – the phase/phasing as stated in the current application and does not include any sub-phase i.e. a sub-phase is not a phase for the purpose of the provision of Affordable Housing Units except where explicitly specified.
- o) 'Protected Occupier' – means any occupier of an Affordable Housing Unit who:
- Has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
  - Has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- p) 'SAMM' – Strategic Access Management and Monitoring Contribution (SAMM) as classified under the EU Habitat Directive of 9 March 2005.
- q) 'SAMM Contribution' – means the Strategic Access Management and Monitoring (SAMM) Avoidance Strategy tariff/financial contribution for each dwelling by bedroom size as published by Woking Borough Council on their website which sums shall be increased in line with any increase in the Retail Price Index between the date of this Deed/Undertaking and the latest published figure on the date of payment to the Council as the case may be in accordance with the Thames Basin Heaths Special Protection Areas Avoidance Strategy.
- r) "Social Rent" means, in respect of each property type, the rent shown in the following table (i.e. a rent which is equivalent to that charged for similar properties at Kingsmoor Park, Woking):-

<b>Property Type</b>	<b>Net Weekly Rent (exclusive of service charge) April 2018/19</b>
1 bed flat	<b>£117.71</b>
2 bed flat	<b>£134.54</b>
2 bed house	<b>£144.01</b>
3 bed house	<b>£165.86</b>
4 bed house	<b>£174.57</b>

Rents may be increased, annually in April, in line with the annual percentage increase in the Consumer Price Index published in the preceding September, plus 1%.

- s) “Specialist Units” means the units referred to in the application as Elderly Care Units and Independent Elderly Accommodation (Class C2/C3 use), which shall only be occupied by person(s) who are independent but need a level of support offered, including people who can live independently with the aid of an appropriate care package (Housing with Support, as detailed in the Council’s Housing Allocations Policy dated February 2018).

### **Affordable Housing**

- t) The development shall provide 499 Affordable Housing Units (at least 49.7% of the total number of residential units to be provided on the site) in accordance with the Affordable Housing Statement OF WHICH a maximum of 134no. units shall be the Specialist Units (referred to in the application as Elderly Care Units and Independent Elderly Accommodation).
- u) The provision of the Affordable Housing Units for each phase of the development shall be as set out in the following table:

<b>Phasing</b>	<b>Total units to be provided on site</b>	<b>Affordable Housing Units to be provided per phase</b>	<b>Open Market Housing to be provided per phase</b>
<b>Purple</b>	92	46	46
<b>Red</b>	124	107	17
<b>Emerald</b>	18	18	0
<b>Blue</b>	200	45	155
<b>Yellow</b>	168	102	66
<b>Bronze</b>	72	14	58
<b>Pink</b>	30	0	30
<b>Cyan</b>	68	14	54
<b>Orange</b>	153	153	0
<b>Cobalt</b>	39	0	39
<b>Platinum</b>	39	0	39
<b>Total</b>	<b>1003</b>	<b>499</b>	<b>504</b>

- v) All of the Affordable Housing Units to be provided on the application site shall be for Social Rent;
- w) For all phases of development SAVE FOR Emerald and Pink phases, prior to the commencement of any superstructure works in each and every phase full details of the timetable for the first occupation of all of the Affordable Housing Units in that phase in relation to the first occupation of the Open Market Housing Units in that phase shall be submitted to and approved in writing by the Local Planning Authority. The occupation of all units in that phase shall be in accordance with the approved details.

- x) To secure the provision of Affordable Housing Units on the application site in accordance with the following details:

<b>Unit size</b>	<b>Number of Affordable Housing Units to be provided</b>
1 bedroom	276
2 bedroom	149
3 bedroom	65
4 bedroom	9
Total	499

- y) The unit size of each Affordable Housing Unit shall be as approved by the Local Planning Authority on a phase by phase basis. PROVIDED ALWAYS THAT the size of the Affordable Housing Units to be provided on the site shall, in total, meet the numbers specified in the table above. Subject thereto, for each outline phase of development, full details of the size of each of the Affordable Housing Units to be provided in that phase shall be submitted with each Reserved Matters application.
- z) On practical completion of the Affordable Housing Units to be provided in each phase, the developer shall transfer the ownership of each Affordable Housing Unit (together with all necessary ancillary rights) to a Housing Provider.
- aa) That prior to the first occupation of any Affordable Housing Unit, the Housing Provider shall enter into a nomination agreement with Woking Borough Council to (i) grant the Council 100% nomination rights for all initial lets, 75% nomination rights for re-lets and (ii) require that all lettings not subject to nomination rights shall give priority to Local People.
- bb) There shall be no changes to these Affordable Housing provisions without the prior written approval of the Local Planning Authority.
- cc) The obligations set out above shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of that Protected Occupier or any person deriving title from the Protected Occupier or any receiver appointed by any mortgagee or chargee or any successors in title thereto and their respective mortgagees or chargees SAVE THAT if any successor in title to the Protected Occupier is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.
- dd) The obligations set out above shall not be binding or enforceable against any mortgagee or chargee of a Registered Provider or any receiver appointed by any such mortgagee or chargee or any person deriving title from the mortgagee or chargee or any successors in title thereto and their respective mortgagees or chargee SAVE THAT if any successor in title to the mortgagee or chargee is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.

- ee) In the event that Woking Borough Council is the Housing Provider, appropriate changes will be made to the obligations set out above to reflect that the Council cannot legally enter into a formal agreement with itself, e.g. a nomination agreement.
- ff) In the event that Woking Borough Council is the Housing Provider, appropriate changes will be made to the obligations set out above to reflect that the Council cannot legally enter into a formal agreement with itself, e.g. a nomination agreement.

### **SAMM Financial Contribution**

gg) To pay the SAMM financial contribution which shall be calculated as follows:

- a. Prior to the commencement of each and every phase of the development hereby approved full details of the number of existing dwellings by bedroom size to be demolished to facilitate the development of that phase (irrespective of whether any dwelling is inside or outside that phase boundary) and the number of proposed Dwellings by bedroom size to be provided in that phase shall be submitted to and approved in writing by the Local Planning Authority. Once approved the net increase in the number of Dwellings by bedroom size for each and every phase shall form the basis for calculating the required SAMM Contribution for that phase PROVIDED ALWAYS THAT the SAMM Contribution shall be paid for each and every Dwelling which represents a net increase in the number of dwellings on the application site in comparison to the existing number of dwellings on the application site in accordance with the following table:

Dwelling size	Proposed number of dwellings/units	Existing number of dwellings/units to be demolished	Net increase in the number of dwellings/units
Studio	7	52	-45
1 bed	338	217	121
2 bed	283	116	167
3 bed	261	176	85
4 bed	112	11	101
5 bed	2	1	1
<b>Total</b>	<b>1003</b>	<b>573</b>	<b>430</b>

Note – where a minus figure exists (in column 4 above) it shall be deducted from the first row below with a positive figure until a positive figure is reached (i.e.  $-45 + 121 = 76$ ).

- b. All SAMM Contributions shall be paid in full prior to the Commencement of development for each respective phase.

### **Local Labour Agreement and Procurement**

- hh) Prior to the Commencement of development to submit to, and obtain the approval of, the Local Planning Authority to a Local Labour Agreement/Community Value Plan substantially in accordance with the Community Value Plan submitted with the planning application to the Local Planning Authority for approval. Thereafter any proposed changes to the Local Labour Agreement/Community Value Plan shall be submitted for

the prior approval in writing by the Local Planning Authority before being implemented in accordance with the approved details.

- ii) To make provision in the Local Labour Agreement/Community Value Plan for:
- i. the strategy to be adopted by the Developer to maximise the employment opportunities, apprenticeships and training and the promotion of such opportunities for and to Local People on the Development; and
  - ii. the opportunity for any Local People directly employed on the Development by the Developer during the construction of the Development to be offered training where reasonably appropriate; and
  - iii. the employment of Local Businesses by the Developer during the construction of the Development where reasonably appropriate save where specialist trades are required;
  - iv. measures for monitoring the success of the Local Labour Agreement/Community Value Plan; and
  - v. a timetable for the reporting of the findings of the monitoring to the Local Planning Authority which shall be at least prior to the completion of each phase or annually whichever is the sooner and including any recommendations for any changes to the Local Labour Agreement/Community Value Plan.
- jj) To undertake to comply with the provisions of the approved Local Labour Agreement/Community Value Plan during the construction of the Development to the extent that they are not prevented from doing so by reason of any domestic or international laws.

#### **Off-site Tree Planting**

- kk) In the event that the replacement tree planting within the site is less than the total number of trees to be removed, a financial contribution not exceeding £15,000 (at July 2016 prices), which sum shall be indexed upwards in accordance any increase in an appropriate index specified by the Local Planning Authority, for off-site tree planting in the Sheerwater area shall be paid to the Local Planning Authority prior to Commencement of any development in cobalt phase.

#### **Sustainable Urban Drainage Systems**

- ll) Prior to the Commencement of development, to submit a Sustainable Urban Drainage Systems ("SUDS") scheme to the Local Planning Authority for approval. The SUDS scheme shall include provision for:
- Adoption of SuDS and Handover
  - Cost of Adoption
  - As built drawings
  - Maintenance Register to include map of location, list all features and maintenance requirements
  - Access to Inspect and Maintain SuDS for lifetime of development



Any proposed changes to the approved SUDS scheme shall be submitted for the approval in writing by the Local Planning Authority.

The SUDS scheme shall be implemented in accordance with the approved details.

## **PLAN/2018/0337 0374**

### **Definitions**

- a) 'Affordable Housing' – housing, including the Assisted Living Units, let at either a Social Rent or an Affordable Rent which is therefore available to people who cannot otherwise afford to rent dwellings or houses generally on the open market within the Borough of Woking.
- b) 'Affordable Housing Units' – means the Affordable Housing to be provided as part of the development in accordance with the application and/or any subsequent reserved matters approval.
- c) 'Affordable Rent' – means a rent no higher than 80% of the local market rent including service charges, which rent shall not exceed the Local Housing Allowance.
- d) 'Commencement of development' – means the date on which any material operation (as defined in Section 56(4) of the Town and Country Planning Act 1990) forming part of the Development begins to be carried out other than operations consisting of site investigation surveys and decontamination works, the erection of any site fencing or other site security, the laying or diversion of any services or other works in respect of or in relation to any statutory undertaker's equipment or concerns, the carrying out of any archaeological, environmental or ecological works and any works matters and operations to enable any of the foregoing to take place.
- e) 'Completion' – completion of a dwelling on the application site to the extent that a certificate of practical completion has been or should have been issued at the end of each phase.
- f) 'Development' – means the development the subject of application PLAN/~~2015/1260~~2018/0374.
- g) 'Dwelling' – means any residential unit provided by the development including Affordable Housing Units and Open Market Units.
- h) 'Housing Provider' – means (i) Woking Borough Council or (ii) a Registered Provider or (iii) Thameswey Housing Limited or (iv) a company, approved by the Local Planning Authority, whose purposes include owning and managing the Affordable Housing Units on this site.
- i) 'Local People' - means people who live in the former Sheerwater and Maybury Ward or otherwise within the Council's administrative area.

- j) 'Local Businesses' – means businesses which are located within the Council's administrative area.
- k) 'Phase' – the phase/phasing as stated in the current application and does not include any sub-phase i.e. a sub-phase is not a phase for the purpose of the provision of Affordable Housing Units except where explicitly specified.
- l) 'Protected Occupier' – means any occupier of an Affordable Housing Unit who:
- c. Has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
  - d. Has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- m) 'Registered Provider' – means a body registered as a social landlord with the Homes and Communities Agency (and has not been removed from that register) under Part 2 of the Housing and Regeneration Act 2003 or any subsequent definition of a registered provider in accordance with any amendments made to those provisions or any replacement provisions.
- n) 'Social Rent' – means a rent between 50% and 60% of the local market rent including service charges.

### **Affordable Housing**

- o) The development shall provide 462 Affordable Housing Units (at least 47% of the total number of residential units to be provided on the site) in accordance with the Affordable Housing Statement OF WHICH a maximum of 62no. units shall be the Assisted Living Units.
- p) The provision of the Affordable Housing Units for each phase of the development shall be as set out in the following table:

Phasing	Phase 1c	Remainder of Phase 1	Phase 2	Phase 3	Phase 4	Total
Total units to be provided on site	92	44	239	493	116	984
Affordable Housing Units to be provided per phase	13	13	132	294	10	462
Open Market Housing to be provided per phase	79	31	107	199	106	522
Not more than 50% of the Open Market Housing to be occupied	39	15	53	99	53	-

- q) 236 of the Affordable Housing Units to be provided on the application site shall be for **Social Rent**; 182 of the Affordable Housing Units on the application site shall be for **Affordable Rent** SAVE FOR THE 44no. Affordable Housing Units to be

transferred back to the Registered Provider whose rent levels for these properties shall be set by the Registered Provider.

- r) To secure the provision of Affordable Housing Units on the application site in accordance with the following details:

<b>Unit size</b>	<b>Number of Affordable Housing Units to be provided</b>
1 bedroom	75
2 bedroom	183
3 bedroom	196
4 bedroom	7
5 bedroom	1
<b>Total</b>	<b>462</b>

- s) The unit size of each Affordable Housing Unit shall be as approved by the Local Planning Authority on a phase by phase basis. PROVIDED ALWAYS THAT the size of the Affordable Housing Units to be provided on the site shall, in total, meet the numbers specified in the table above. Subject thereto, for each subsequent phase of development following Phase 1c, full details of the size of each of the Affordable Housing Units to be provided in that phase shall be submitted with each Reserved Matters application.
- t) The Social Rent/Affordable Rent tenure split of the Affordable Housing Units shall be as approved by the Local Planning Authority on a phase by phase basis. PROVIDED ALWAYS THAT THE Social Rent/Affordable Rent tenure split of the Affordable Housing Units to be provided on site shall, in total, meet the numbers specified in point (r) above. For each subsequent phase of development following Phase 1c, full details of the Social Rent/Affordable Rent tenure split of the Affordable Housing Units to be provided in that phase shall be submitted with each Reserved Matters application.
- u) The Social Rent/Affordable Rent tenure split of the 4 dwellings to be transferred to the Housing Provider in Phase 1c shall be submitted to and approved by the Local Planning Authority prior to the Commencement of development in Phase 1c.
- v) That no more than 50% of the number of Open Market Units in each phase (in accordance with the table in point (q) above) to be provided in each phase of development shall be occupied until the number of Affordable Housing Units to be provided in that phase have been constructed and made available for occupation and the Affordable Housing Units and land has been transferred to the Housing Provider.
- w) On practical completion of the Affordable Housing Units to be provided in each phase, the developer shall transfer the ownership of each Affordable Housing Unit (together with all necessary ancillary rights) to a Housing Provider.
- x) The developer shall re-provide each Affordable Housing Unit currently owned by a Registered Provider on site in accordance with the submitted Affordable Housing Statement. On practical completion of each relevant Affordable Housing Unit, the developer shall transfer the ownership of each Affordable Housing Unit (together with all necessary ancillary rights) to the relevant Registered Provider.

- y) That prior to the first occupation of any dwelling on the site the Housing Provider shall enter into a nomination agreement with Woking Borough Council to (i) grant the Council 100% nomination rights for all initial lets, 75% nomination rights for re-lets and (ii) require that all lettings not subject to nomination rights shall give priority to Local People SAVE FOR THE 44no. Affordable Housing Units to be transferred back to the Registered Provider whose occupants for these properties shall be determined by the Registered Provider.
- z) That there shall be no changes to these Affordable Housing provisions without the prior written approval of the Local Planning Authority.
- aa) The obligations set out above shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of that Protected Occupier or any person deriving title from the Protected Occupier or any receiver appointed by any mortgagee or charge or any successors in title thereto and their respective mortgagees or chargees SAVE THAT if any successor in title to the Protected Occupier is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.
- bb) The obligations set out above shall not be binding or enforceable against any mortgagee or chargee of a Registered Provider or any receiver appointed by any such mortgagee or chargee or any person deriving title from the mortgagee or chargee or any successors in title thereto and their respective mortgagees or chargee SAVE THAT if any successor in title to the mortgagee or chargee is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.
- cc) In the event that Woking Borough Council is the Housing Provider, appropriate changes will be made to the obligations set out above to reflect that the Council cannot legally enter into a formal agreement with itself, e.g. a nomination agreement.

### **SAMM Financial Contribution**

dd) To pay the SAMM financial contribution which shall be calculated as follows:

- a. For Phase 1c – Total - ~~£81,57876,608~~. All contributions to be paid prior to the Commencement of development of phase 1c. The payment in accordance with the following:

Dwelling size	SAMM Tariff	Net increase in number of units	SAMM Tariff calculation
1 bed	<del>£503472</del>	-	£0
2 bed	<del>£682640</del>	11	<del>£7,5027,040</del>
3 bed	<del>£897842</del>	35	<del>£31,39529,470</del>
4 bed	<del>£1,041978</del>	41	<del>£42,68140,098</del>
5 bed			
Total	-	87	<del>£81,57876,608</del>

- b. For all other Dwellings and Assisted Living Units (providing self-contained living accommodation) granted Reserved Matters approval AND for any Dwelling and Assisted Living Unit (providing self contained living accommodation) which represents a net increase in the number of dwellings/units to be provided on the site, the required SAMM contribution per dwelling/unit based on the tariff in force at the time of the grant of the Reserved Matters approval shall be calculated in accordance with the following example:

Dwelling size	Proposed number of dwellings/units	Existing number of dwellings/units to be demolished	Net increase in the number of dwellings/units
Studio	0	52	-52
1 bed	93	217	-124
2 bed	340	116	224
3 bed	373	179	194
4 bed	174	11	163
5 bed	4	1	3
Total	984	576	408

Note – where a minus figure exists (in column 4 above) it shall be deducted from the first row below with a positive figure until a positive figure is reached (i.e.  $-52 - 124 + 224 = 48$ ).

- c. All contributions to be paid in full prior to the Commencement of development for each respective phase.

### **Local Labour Agreement and Procurement**

- ee) Prior to the Commencement of development to submit a Local Labour Agreement/Community Value Plan substantially in accordance with the Community Value Plan submitted with the planning application to the Local Planning Authority for approval. Thereafter any proposed changes to the Local Labour Agreement/Community Value Plan shall be submitted for the prior approval in writing by the Local Planning Authority before being implemented in accordance with the approved details.
- ff) To make provision in the Local Labour Agreement/Community Value Plan for:
- vi. the strategy to be adopted by the Developer to maximise the employment opportunities, apprenticeships and training and the promotion of such opportunities for and to Local People on the Development; and
  - vii. the opportunity for any Local People directly employed on the Development by the Developer during the construction of the Development to be offered training where reasonably appropriate; and
  - viii. the employment of Local Businesses by the Developer during the construction of the Development where reasonably appropriate save where specialist trades are required;
  - ix. measures for monitoring the success of the Local Labour Agreement/Community Value Plan; and
  - x. a timetable for the reporting of the findings of the monitoring to the Local Planning Authority which shall be at least prior to the completion of each phase or annually whichever is the sooner and including any recommendations for any changes to the Local Labour Agreement/Community Value Plan.

- gg) To undertake to comply with the provisions of the approved Local Labour Scheme/Community Value Plan during the construction of the Development to the extent that they are not prevented from doing so by reason of any domestic or international laws.

### **Off-site Tree Planting**

- hh) In the event that the replacement tree planting within the site is less than the total number of trees to be removed, a financial contribution not exceeding £15,000 (at July 2016 prices), which sum shall be indexed upwards in accordance any increase in an appropriate index specified by the Local Planning Authority, for off-site tree planting in the Sheerwater area shall be paid to the Local Planning Authority prior to Commencement of any development in phase 4(B)(iv).

### **Sustainable Urban Drainage Systems**

- ii) Prior to the Commencement of development, to submit a Sustainable Urban Drainage Systems ("SUDS") scheme to the Local Planning Authority for approval. The SUDS scheme shall include provision for:
- Adoption of SuDS and Handover
  - Cost of Adoption
  - As built drawings
  - Maintenance Register to include map of location, list all features and maintenance requirements
  - Access to Inspect and Maintain SuDS for lifetime of development

Any proposed changes to the approved SUDS scheme shall be submitted for the approval in writing by the Local Planning Authority.

The SUDS scheme shall be implemented in accordance with the approved details.

Obligations which are the subject of the Executive's Undertaking on 28 March 2019

**PLAN/2018/ 0337**

**Definitions**

- a) 'Affordable Housing' – means housing, including the units identified as Specialist Units (referred to in the application as Elderly Care Units and Independent Elderly Accommodation), let at a Social Rent which are therefore available to people who cannot otherwise afford to rent dwellings or houses generally on the open market within the Borough of Woking.
- b) "Affordable Housing Statement" means the affordable housing statement submitted to and approved by the Local Planning Authority prior to Commencement of development.
- c) 'Affordable Housing Units' – means the Affordable Housing to be provided as part of the Development in accordance with the application and/or any subsequent reserved matters approval.
- d) 'Commencement of development' – means the date on which any material operation (as defined in Section 56(4) of the Town and Country Planning Act 1990) forming part of the Development begins to be carried out other than operations consisting of site investigation surveys and decontamination works, the erection of any site fencing or other site security, the laying or diversion of any services or other works in respect of or in relation to any statutory undertaker's equipment or concerns, the carrying out of any archaeological, environmental or ecological works and any works matters and operations to enable any of the foregoing to take place.
- e) 'Completion' – means completion of a dwelling on the application site to the extent that a certificate of practical completion has been or should have been issued at the end of each phase.
- f) 'Development' – means the development the subject of application PLAN/2018/0337.
- g) 'Dwelling' – means any residential unit provided by the development including Affordable Housing Units and Open Market Units.
- h) 'Housing Provider' – means (i) Woking Borough Council or (ii) a Registered Provider or (iii) Thameswey Housing Limited or (iv) a company, approved by the Local Planning Authority, whose purposes include owning and managing the Affordable Housing Units on this site.
- i) "Local Businesses" – means businesses which are located within the Council's administrative area.
- j) "Local Labour Agreement/Community Value Plan" means the document to be submitted in accordance with paragraph hh) of these undertakings

- k) 'Local People' - means people who live in the former Sheerwater and Maybury Ward or otherwise within the Council's administrative area.
- l) "Open Market Housing" means housing which is not Affordable Housing.
- m) "Open Market Units" means the Open Market Housing to be provided as part of the Development in accordance with the application and/or any subsequent reserved matters approval.
- n) 'Phase' – the phase/phasing as stated in the current application and does not include any sub-phase i.e. a sub-phase is not a phase for the purpose of the provision of Affordable Housing Units except where explicitly specified.
- o) 'Protected Occupier' – means any occupier of an Affordable Housing Unit who:
- Has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
  - Has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- p) 'SAMM' – Strategic Access Management and Monitoring Contribution (SAMM) as classified under the EU Habitat Directive of 9 March 2005.
- q) 'SAMM Contribution' – means the Strategic Access Management and Monitoring (SAMM) Avoidance Strategy tariff/financial contribution for each dwelling by bedroom size as published by Woking Borough Council on their website which sums shall be increased in line with any increase in the Retail Price Index between the date of this Deed/Undertaking and the latest published figure on the date of payment to the Council as the case may be in accordance with the Thames Basin Heaths Special Protection Areas Avoidance Strategy.
- r) "Social Rent" means, in respect of each property type, the rent shown in the following table (i.e. a rent which is equivalent to that charged for similar properties at Kingsmoor Park, Woking):-

<b>Property Type</b>	<b>Net Weekly Rent (exclusive of service charge) April 2018/19</b>
1 bed flat	<b>£117.71</b>
2 bed flat	<b>£134.54</b>
2 bed house	<b>£144.01</b>
3 bed house	<b>£165.86</b>
4 bed house	<b>£174.57</b>



Rents may be increased, annually in April, in line with the annual percentage increase in the Consumer Price Index published in the preceding September, plus 1%.

- s) “Specialist Units” means the units referred to in the application as Elderly Care Units and Independent Elderly Accommodation (Class C2/C3 use), which shall only be occupied by person(s) who are independent but need a level of support offered, including people who can live independently with the aid of an appropriate care package (Housing with Support, as detailed in the Council’s Housing Allocations Policy dated February 2018).

### **Affordable Housing**

- t) The development shall provide 499 Affordable Housing Units (at least 49.7% of the total number of residential units to be provided on the site) in accordance with the Affordable Housing Statement OF WHICH a maximum of 134no. units shall be the Specialist Units (referred to in the application as Elderly Care Units and Independent Elderly Accommodation).
- u) The provision of the Affordable Housing Units for each phase of the development shall be as set out in the following table:

<b>Phasing</b>	<b>Total units to be provided on site</b>	<b>Affordable Housing Units to be provided per phase</b>	<b>Open Market Housing to be provided per phase</b>
<b>Purple</b>	92	46	46
<b>Red</b>	124	107	17
<b>Emerald</b>	18	18	0
<b>Blue</b>	200	45	155
<b>Yellow</b>	168	102	66
<b>Bronze</b>	72	14	58
<b>Pink</b>	30	0	30
<b>Cyan</b>	68	14	54
<b>Orange</b>	153	153	0
<b>Cobalt</b>	39	0	39
<b>Platinum</b>	39	0	39
<b>Total</b>	<b>1003</b>	<b>499</b>	<b>504</b>

- v) All of the Affordable Housing Units to be provided on the application site shall be for Social Rent;
- w) For all phases of development SAVE FOR Emerald and Pink phases, prior to the commencement of any superstructure works in each and every phase full details of the timetable for the first occupation of all of the Affordable Housing Units in that phase in relation to the first occupation of the Open Market Housing Units in that phase shall be submitted to and approved in writing by the Local Planning Authority. The occupation of all units in that phase shall be in accordance with the approved details.

- x) To secure the provision of Affordable Housing Units on the application site in accordance with the following details:

<b>Unit size</b>	<b>Number of Affordable Housing Units to be provided</b>
1 bedroom	276
2 bedroom	149
3 bedroom	65
4 bedroom	9
Total	499

- y) The unit size of each Affordable Housing Unit shall be as approved by the Local Planning Authority on a phase by phase basis. PROVIDED ALWAYS THAT the size of the Affordable Housing Units to be provided on the site shall, in total, meet the numbers specified in the table above. Subject thereto, for each outline phase of development, full details of the size of each of the Affordable Housing Units to be provided in that phase shall be submitted with each Reserved Matters application.
- z) On practical completion of the Affordable Housing Units to be provided in each phase, the developer shall transfer the ownership of each Affordable Housing Unit (together with all necessary ancillary rights) to a Housing Provider.
- aa) That prior to the first occupation of any Affordable Housing Unit, the Housing Provider shall enter into a nomination agreement with Woking Borough Council to (i) grant the Council 100% nomination rights for all initial lets, 75% nomination rights for re-lets and (ii) require that all lettings not subject to nomination rights shall give priority to Local People.
- bb) There shall be no changes to these Affordable Housing provisions without the prior written approval of the Local Planning Authority.
- cc) The obligations set out above shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of that Protected Occupier or any person deriving title from the Protected Occupier or any receiver appointed by any mortgagee or chargee or any successors in title thereto and their respective mortgagees or chargees SAVE THAT if any successor in title to the Protected Occupier is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.
- dd) The obligations set out above shall not be binding or enforceable against any mortgagee or chargee of a Registered Provider or any receiver appointed by any such mortgagee or chargee or any person deriving title from the mortgagee or chargee or any successors in title thereto and their respective mortgagees or chargee SAVE THAT if any successor in title to the mortgagee or chargee is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.

- ee) In the event that Woking Borough Council is the Housing Provider, appropriate changes will be made to the obligations set out above to reflect that the Council cannot legally enter into a formal agreement with itself, e.g. a nomination agreement.
- ff) In the event that Woking Borough Council is the Housing Provider, appropriate changes will be made to the obligations set out above to reflect that the Council cannot legally enter into a formal agreement with itself, e.g. a nomination agreement.

### **SAMM Financial Contribution**

gg) To pay the SAMM financial contribution which shall be calculated as follows:

- a. Prior to the commencement of each and every phase of the development hereby approved full details of the number of existing dwellings by bedroom size to be demolished to facilitate the development of that phase (irrespective of whether any dwelling is inside or outside that phase boundary) and the number of proposed Dwellings by bedroom size to be provided in that phase shall be submitted to and approved in writing by the Local Planning Authority. Once approved the net increase in the number of Dwellings by bedroom size for each and every phase shall form the basis for calculating the required SAMM Contribution for that phase PROVIDED ALWAYS THAT the SAMM Contribution shall be paid for each and every Dwelling which represents a net increase in the number of dwellings on the application site in comparison to the existing number of dwellings on the application site in accordance with the following table:

Dwelling size	Proposed number of dwellings/units	Existing number of dwellings/units to be demolished	Net increase in the number of dwellings/units
Studio	7	52	-45
1 bed	338	217	121
2 bed	283	116	167
3 bed	261	176	85
4 bed	112	11	101
5 bed	2	1	1
<b>Total</b>	<b>1003</b>	<b>573</b>	<b>430</b>

Note – where a minus figure exists (in column 4 above) it shall be deducted from the first row below with a positive figure until a positive figure is reached (i.e.  $-45 + 121 = 76$ ).

- b. All SAMM Contributions shall be paid in full prior to the Commencement of development for each respective phase.

### **Local Labour Agreement and Procurement**

- hh) Prior to the Commencement of development to submit to, and obtain the approval of, the Local Planning Authority to a Local Labour Agreement/Community Value Plan substantially in accordance with the Community Value Plan submitted with the planning application to the Local Planning Authority for approval. Thereafter any proposed changes to the Local Labour Agreement/Community Value Plan shall be submitted for

the prior approval in writing by the Local Planning Authority before being implemented in accordance with the approved details.

- ii) To make provision in the Local Labour Agreement/Community Value Plan for:
- i. the strategy to be adopted by the Developer to maximise the employment opportunities, apprenticeships and training and the promotion of such opportunities for and to Local People on the Development; and
  - ii. the opportunity for any Local People directly employed on the Development by the Developer during the construction of the Development to be offered training where reasonably appropriate; and
  - iii. the employment of Local Businesses by the Developer during the construction of the Development where reasonably appropriate save where specialist trades are required;
  - iv. measures for monitoring the success of the Local Labour Agreement/Community Value Plan; and
  - v. a timetable for the reporting of the findings of the monitoring to the Local Planning Authority which shall be at least prior to the completion of each phase or annually whichever is the sooner and including any recommendations for any changes to the Local Labour Agreement/Community Value Plan.
- jj) To undertake to comply with the provisions of the approved Local Labour Agreement/Community Value Plan during the construction of the Development to the extent that they are not prevented from doing so by reason of any domestic or international laws.

#### **Off-site Tree Planting**

- kk) In the event that the replacement tree planting within the site is less than the total number of trees to be removed, a financial contribution not exceeding £15,000 (at July 2016 prices), which sum shall be indexed upwards in accordance any increase in an appropriate index specified by the Local Planning Authority, for off-site tree planting in the Sheerwater area shall be paid to the Local Planning Authority prior to Commencement of any development in cobalt phase.

#### **Sustainable Urban Drainage Systems**

- ll) Prior to the Commencement of development, to submit a Sustainable Urban Drainage Systems ("SUDS") scheme to the Local Planning Authority for approval. The SUDS scheme shall include provision for:
- Adoption of SuDS and Handover
  - Cost of Adoption
  - As built drawings
  - Maintenance Register to include map of location, list all features and maintenance requirements
  - Access to Inspect and Maintain SuDS for lifetime of development

Any proposed changes to the approved SUDS scheme shall be submitted for the approval in writing by the Local Planning Authority.

The SUDS scheme shall be implemented in accordance with the approved details.

## **PLAN/2018/ 0374**

### **Definitions**

- a) 'Affordable Housing' – housing, including the Assisted Living Units, let at either a Social Rent or an Affordable Rent which is therefore available to people who cannot otherwise afford to rent dwellings or houses generally on the open market within the Borough of Woking.
- b) 'Affordable Housing Units' – means the Affordable Housing to be provided as part of the development in accordance with the application and/or any subsequent reserved matters approval.
- c) 'Affordable Rent' – means a rent no higher than 80% of the local market rent including service charges, which rent shall not exceed the Local Housing Allowance.
- d) 'Commencement of development' – means the date on which any material operation (as defined in Section 56(4) of the Town and Country Planning Act 1990) forming part of the Development begins to be carried out other than operations consisting of site investigation surveys and decontamination works, the erection of any site fencing or other site security, the laying or diversion of any services or other works in respect of or in relation to any statutory undertaker's equipment or concerns, the carrying out of any archaeological, environmental or ecological works and any works matters and operations to enable any of the foregoing to take place.
- e) 'Completion' – completion of a dwelling on the application site to the extent that a certificate of practical completion has been or should have been issued at the end of each phase.
- f) 'Development' – means the development the subject of application PLAN/2018/0374.
- g) 'Dwelling' – means any residential unit provided by the development including Affordable Housing Units and Open Market Units.
- h) 'Housing Provider' – means (i) Woking Borough Council or (ii) a Registered Provider or (iii) Thamesway Housing Limited or (iv) a company, approved by the Local Planning Authority, whose purposes include owning and managing the Affordable Housing Units on this site.
- i) 'Local People' - means people who live in the former Sheerwater and Maybury Ward or otherwise within the Council's administrative area.

- j) 'Local Businesses' – means businesses which are located within the Council's administrative area.
- k) 'Phase' – the phase/phasing as stated in the current application and does not include any sub-phase i.e. a sub-phase is not a phase for the purpose of the provision of Affordable Housing Units except where explicitly specified.
- l) 'Protected Occupier' – means any occupier of an Affordable Housing Unit who:
- c. Has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
  - d. Has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- m) 'Registered Provider' – means a body registered as a social landlord with the Homes and Communities Agency (and has not been removed from that register) under Part 2 of the Housing and Regeneration Act 2003 or any subsequent definition of a registered provider in accordance with any amendments made to those provisions or any replacement provisions.
- n) 'Social Rent' – means a rent between 50% and 60% of the local market rent including service charges.

### **Affordable Housing**

- o) The development shall provide 462 Affordable Housing Units (at least 47% of the total number of residential units to be provided on the site) in accordance with the Affordable Housing Statement OF WHICH a maximum of 62no. units shall be the Assisted Living Units.
- p) The provision of the Affordable Housing Units for each phase of the development shall be as set out in the following table:

Phasing	Phase 1c	Remainder of Phase 1	Phase 2	Phase 3	Phase 4	Total
Total units to be provided on site	92	44	239	493	116	984
Affordable Housing Units to be provided per phase	13	13	132	294	10	462
Open Market Housing to be provided per phase	79	31	107	199	106	522
Not more than 50% of the Open Market Housing to be occupied	39	15	53	99	53	-

- q) 236 of the Affordable Housing Units to be provided on the application site shall be for **Social Rent**; 182 of the Affordable Housing Units on the application site shall be for **Affordable Rent** SAVE FOR THE 44no. Affordable Housing Units to be

transferred back to the Registered Provider whose rent levels for these properties shall be set by the Registered Provider.

- r) To secure the provision of Affordable Housing Units on the application site in accordance with the following details:

<b>Unit size</b>	<b>Number of Affordable Housing Units to be provided</b>
1 bedroom	75
2 bedroom	183
3 bedroom	196
4 bedroom	7
5 bedroom	1
<b>Total</b>	<b>462</b>

- s) The unit size of each Affordable Housing Unit shall be as approved by the Local Planning Authority on a phase by phase basis. PROVIDED ALWAYS THAT the size of the Affordable Housing Units to be provided on the site shall, in total, meet the numbers specified in the table above. Subject thereto, for each subsequent phase of development following Phase 1c, full details of the size of each of the Affordable Housing Units to be provided in that phase shall be submitted with each Reserved Matters application.
- t) The Social Rent/Affordable Rent tenure split of the Affordable Housing Units shall be as approved by the Local Planning Authority on a phase by phase basis. PROVIDED ALWAYS THAT THE Social Rent/Affordable Rent tenure split of the Affordable Housing Units to be provided on site shall, in total, meet the numbers specified in point (r) above. For each subsequent phase of development following Phase 1c, full details of the Social Rent/Affordable Rent tenure split of the Affordable Housing Units to be provided in that phase shall be submitted with each Reserved Matters application.
- u) The Social Rent/Affordable Rent tenure split of the 4 dwellings to be transferred to the Housing Provider in Phase 1c shall be submitted to and approved by the Local Planning Authority prior to the Commencement of development in Phase 1c.
- v) That no more than 50% of the number of Open Market Units in each phase (in accordance with the table in point (q) above) to be provided in each phase of development shall be occupied until the number of Affordable Housing Units to be provided in that phase have been constructed and made available for occupation and the Affordable Housing Units and land has been transferred to the Housing Provider.
- w) On practical completion of the Affordable Housing Units to be provided in each phase, the developer shall transfer the ownership of each Affordable Housing Unit (together with all necessary ancillary rights) to a Housing Provider.
- x) The developer shall re-provide each Affordable Housing Unit currently owned by a Registered Provider on site in accordance with the submitted Affordable Housing Statement. On practical completion of each relevant Affordable Housing Unit, the developer shall transfer the ownership of each Affordable Housing Unit (together with all necessary ancillary rights) to the relevant Registered Provider.

- y) That prior to the first occupation of any dwelling on the site the Housing Provider shall enter into a nomination agreement with Woking Borough Council to (i) grant the Council 100% nomination rights for all initial lets, 75% nomination rights for re-lets and (ii) require that all lettings not subject to nomination rights shall give priority to Local People SAVE FOR THE 44no. Affordable Housing Units to be transferred back to the Registered Provider whose occupants for these properties shall be determined by the Registered Provider.
- z) That there shall be no changes to these Affordable Housing provisions without the prior written approval of the Local Planning Authority.
- aa) The obligations set out above shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of that Protected Occupier or any person deriving title from the Protected Occupier or any receiver appointed by any mortgagee or charge or any successors in title thereto and their respective mortgagees or chargees SAVE THAT if any successor in title to the Protected Occupier is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.
- bb) The obligations set out above shall not be binding or enforceable against any mortgagee or chargee of a Registered Provider or any receiver appointed by any such mortgagee or chargee or any person deriving title from the mortgagee or chargee or any successors in title thereto and their respective mortgagees or chargee SAVE THAT if any successor in title to the mortgagee or chargee is a Registered Provider or any other provider of affordable housing the obligations as set out above shall thereupon once again become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided therein.
- cc) In the event that Woking Borough Council is the Housing Provider, appropriate changes will be made to the obligations set out above to reflect that the Council cannot legally enter into a formal agreement with itself, e.g. a nomination agreement.

### **SAMM Financial Contribution**

dd) To pay the SAMM financial contribution which shall be calculated as follows:

- a. For Phase 1c – Total - £81,578. All contributions to be paid prior to the Commencement of development of phase 1c. The payment in accordance with the following:

Dwelling size	SAMM Tariff	Net increase in number of units	SAMM Tariff calculation
1 bed	£503	-	£0
2 bed	£682	11	£7,502
3 bed	£897	35	£31,395
4 bed	£1,041	41	£42,681
5 bed			
Total	-	87	£81,578



- b. For all other Dwellings and Assisted Living Units (providing self-contained living accommodation) granted Reserved Matters approval AND for any Dwelling and Assisted Living Unit (providing self contained living accommodation) which represents a net increase in the number of dwellings/units to be provided on the site, the required SAMM contribution per dwelling/unit based on the tariff in force at the time of the grant of the Reserved Matters approval shall be calculated in accordance with the following example:

Dwelling size	Proposed number of dwellings/units	Existing number of dwellings/units to be demolished	Net increase in the number of dwellings/units
Studio	0	52	-52
1 bed	93	217	-124
2 bed	340	116	224
3 bed	373	179	194
4 bed	174	11	163
5 bed	4	1	3
Total	984	576	408

Note – where a minus figure exists (in column 4 above) it shall be deducted from the first row below with a positive figure until a positive figure is reached (i.e.  $-52 - 124 + 224 = 48$ ).

- c. All contributions to be paid in full prior to the Commencement of development for each respective phase.

### **Local Labour Agreement and Procurement**

- ee) Prior to the Commencement of development to submit a Local Labour Agreement/Community Value Plan substantially in accordance with the Community Value Plan submitted with the planning application to the Local Planning Authority for approval. Thereafter any proposed changes to the Local Labour Agreement/Community Value Plan shall be submitted for the prior approval in writing by the Local Planning Authority before being implemented in accordance with the approved details.
- ff) To make provision in the Local Labour Agreement/Community Value Plan for:
- vi. the strategy to be adopted by the Developer to maximise the employment opportunities, apprenticeships and training and the promotion of such opportunities for and to Local People on the Development; and
  - vii. the opportunity for any Local People directly employed on the Development by the Developer during the construction of the Development to be offered training where reasonably appropriate; and
  - viii. the employment of Local Businesses by the Developer during the construction of the Development where reasonably appropriate save where specialist trades are required;
  - ix. measures for monitoring the success of the Local Labour Agreement/Community Value Plan; and
  - x. a timetable for the reporting of the findings of the monitoring to the Local Planning Authority which shall be at least prior to the completion of each phase or annually whichever is the sooner and including any recommendations for any changes to the Local Labour Agreement/Community Value Plan.

- gg) To undertake to comply with the provisions of the approved Local Labour Scheme/Community Value Plan during the construction of the Development to the extent that they are not prevented from doing so by reason of any domestic or international laws.

### **Off-site Tree Planting**

- hh) In the event that the replacement tree planting within the site is less than the total number of trees to be removed, a financial contribution not exceeding £15,000 (at July 2016 prices), which sum shall be indexed upwards in accordance any increase in an appropriate index specified by the Local Planning Authority, for off-site tree planting in the Sheerwater area shall be paid to the Local Planning Authority prior to Commencement of any development in phase 4(B)(iv).

### **Sustainable Urban Drainage Systems**

- ii) Prior to the Commencement of development, to submit a Sustainable Urban Drainage Systems ("SUDS") scheme to the Local Planning Authority for approval. The SUDS scheme shall include provision for:
- Adoption of SuDS and Handover
  - Cost of Adoption
  - As built drawings
  - Maintenance Register to include map of location, list all features and maintenance requirements
  - Access to Inspect and Maintain SuDS for lifetime of development

Any proposed changes to the approved SUDS scheme shall be submitted for the approval in writing by the Local Planning Authority.

The SUDS scheme shall be implemented in accordance with the approved details.