

**DANETREE CONSORTIUM**

**SUMMARY OF TRANSPORT PROVISIONS IN S.106 IN  
DRAFT AGREEMENT DATED 3 JULY 2009**

**SCHEDULES 6 & 7**

## DANETREE

### SUMMARY OF TRANSPORT PROVISIONS IN S.106 (IN DRAFT AGREEMENT DATED 3 JULY 2009)

#### SCHEDULES 6 & 7

##### SCHEDULE 6

##### **Flore & Weedon Bypass**

##### Bypass Review Group

1. Immediately following the grant of permission a Bypass group is to be set up with representatives of all authorities and the owners/developer to discuss the bypass programme; appointment of consultants; design brief.; tender process; monitoring of costs etc. (1.6)
2. NCC is to take such steps as are reasonably necessary to implement the bypass in accordance with the programme to the extent that there is funding available to them (2.3). NB The provisions later in the Schedule ensure there is funding available.

##### Calculation of Contributions to Bypass

3. The development will make its proportionate contribution to both the Pre-Construction Costs (all costs except the Construction Costs) and the Construction Costs (of a future proofed single carriageway bypass) (“the Relevant Proportion”) (4.1 & 4.2)
4. The Relevant Proportion is 5150 as a proportion of either 8200 or the number of houses granted by these appeals whichever is the greater (4.3), subject to reduction if the authorities put in place a system which alters the method of determining contributions and which would make the Danetree contribution smaller (4.4)
5. The Pre Construction Costs are fixed as £3,300,000.00. These are the costs contained in the NCC estimate less the £400,000 contributed by WNDC.
6. The Construction Costs are the actual tender figure subject to a cap which is the NCC estimated figure excluding Pre Construction Costs but including optimism bias (5.1). Danetree have the right to nominate two suitably qualified contractors.

##### Payment of Contributions to Bypass

7. The Pre Construction Costs are paid into an escrow account and entitled to be used by NCC as follows (6.2):

20% prior to Commencement

40% on first anniversary  
40% on second anniversary

8. The Construction Costs are paid into an escrow account and entitled to be used by NCC as follows (6.2):

50% on notification that the bypass contract has been let  
50% on notification that the bypass contract has been started

#### Pooled contributions

9. Acknowledgement by the authorities of a requirement to raise other contributions and to use reasonable endeavours to ensure that planning permission is only granted in circumstances where a planning obligation is entered into for the payment of a contribution to the bypass on a fair and reasonable basis (7.1)

#### Forward Funding

10. If at the time NCC wishes to proceed with the Pre-Construction Works but has not received sufficient contributions then Danetree will make up the contribution shortfall (8.1)
11. If at the time NCC wishes to proceed with the Construction Works but has not received sufficient contributions then, providing there is a pooled contribution scheme in place, then Danetree will make up the contribution shortfall (8.2)
12. If such forward funding is required then, as and when further pooled contributions are received by NCC, it will use them to repay Danetree (8.4)

#### **Junction 16 and A5 Contributions**

13. There is a restriction on the number of dwellings that can be occupied until this is paid – number currently blank. The amount is our Relevant Proportion of £500,000.(9.1)
14. We are paying contributions to other strategic junctions as follows (10.1 – 10.6):

A5/B4036	Relevant proportion of £100,000.	by 1000 dwllgs
A5/B5385	Relevant proportion of £100,000.	by 1200 dwllgs
A5/Norton Road	Relevant proportion of £100,000.	by 1800 dwllgs

## **SCHEDULE 7**

### **Travel Plans**

15. Residential, Workplace and Schools Travel Plans will be agreed with the County Council (1.1 2.1 and 3.1). These travel plans are required to incorporate the aims and objectives of the Framework Travel Plan which is a document agreed with NCC and is to be annexed to the s.106 Agreement. Danetree
16. The approved Travel Plans may be varied by agreement (4.2).
17. A Travel Plan Co-ordinator shall be appointed to carry out the functions set out in the Framework Travel Plan (5.1) including, amongst others, to ensure that businesses locating to the Development employ a Local Travel Plan Co-ordinator (5.2).
18. The Travel Plans will set out a process for monitoring and, in the event that modal shift targets are not achieved, corrective measures carried out (6).
19. Travel Plan expenditure is capped at a maximum total of £1,488,700 for setting up the initiatives in the Travel Plans and £55,900 per annum for implementation throughout the Travel Plan Period (7). The Travel Plan Period is a period of 15 years from first occupation or until 1 year after completion of the development whichever is the earlier.

### **Public Transport Provision**

20. Two Bus services are to be provided comprising one new service and one diversion to the existing D2 bus service (8.1 & 8.2). These services will be provided in accordance with the details set out in the agreed Framework Travel Plan
21. The new bus service shall operate daily and run between the Danetree Spine Road and Daventry Bus Station. The frequency of the service shall increase in steps throughout the development reaching a final frequency (after occupation of the 1500<sup>th</sup> dwelling) of four times per hour between 0700 and 1800 and half hourly during the evenings until 2300 (8.1a).
22. A more limited service shall operate on Sundays and Bank Holidays reaching a peak frequency after, occupation of the 1500<sup>th</sup> dwelling, of half hourly intervals (8.1b).
23. On Monday to Fridays the service shall be extended to also serve the Tertiary College, Drayton Fields, Royal Oak and Long March Industrial Estates (8.1c).
24. The second bus service shall divert the existing D2 service through the Development and operate half hourly from 0715 to 1800 and then hourly until

2300 on Monday to Saturday. On Sundays and Bank Holidays this service shall operate once every two hours between 1000 and 2300 (8.2).

25. There are requirements for the provision of the bus infrastructure including, high quality shelters including real time service information, interest free loans by employers for employees to purchase public transport passes, travel information pages by employers in communal areas (8.3).
26. The maximum expenditure payable towards the bus service is capped at £2,400,000 (9.1 & 9.2) which is based on a realistic anticipation of the cost .
27. Real time information points will be provided in homes and businesses and appropriate verges provide which would allow for their future conversion for use with a Personal Rapid Transport system (10.1 &10.2).

### **Walking and cycling provision**

28. A Walking and Cycling Plan shall be approved by the County Council. The Plan will identify routes through the development to key destinations and provide for connection to the identified existing off site routes (11.2).
29. The approved plan may varied by agreement (11.3).
30. Any s278 Agreement, necessary for carrying out improvements, will be entered into (11.4).
31. The current draft conditions proposed by the authorities also contain a condition requiring the provision/upgrading of existing footpath links (draft condition 35).

### **Local Highway Contributions**

32. These provisions provide for the payment of the NCC tariff (as per NCC 16) for the local highways and address the different scenarios according to what is permitted.
33. The Relevant Proportion of those costs is payable in instalments into an escrow account for use by NCC after the occupation of each tranche of 250 dwellings as requested by NCC (13.2)
34. There is provision for review of the costs and adjustment downwards (12.4)
35. The money is to be used for the improvements set out in tables in 14.1 and are to be reviewed in light of the impact of the Travel Plan (14.2)

END