

**Meeting** North Whiteley Development Forum

**Date and Time** Thursday, 16th February, 2023 at 6.00 pm.

**Venue** Cornerstone Primary School, Bluebell Way, Whiteley, PO15

7QE and streamed live on YouTube at

www.youtube.com/winchestercc

**Note:** This meeting is being held in person at the location specified above. Members of the public should note that a live video feed of the meeting will be available from the council's YouTube channel ( <a href="youtube.com/WinchesterCC">youtube.com/WinchesterCC</a>) during the meeting.

A limited number of seats will be made available at the above named location however attendance must be notified to the council at least 3 working days before the meeting (5pm Friday, 10 February 2023). Please note that priority will be given to those wishing to attend and address the meeting over those wishing to attend and observe

#### **AGENDA**

#### 1. Apologies

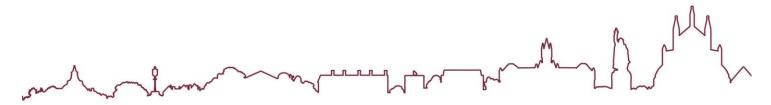
To record the names of apologies given and deputy members who are attending the meeting in place of appointed Members (where appropriate)

#### 2. Disclosures of Interests

To receive any disclosure of interests from Members and Officers in matters to be discussed.

Note: Councillors are reminded of their obligations to declare disclosable pecuniary interests, personal and/or prejudicial interests in accordance with legislation and the Council's Code of Conduct.

#### 3. Chairperson's Announcements



#### 4. Public Participation.

To receive and note questions asked and statements made from members of the public on general matters of interest and/or matters relating to the work of the Forum.

Members of the public and visiting councillors may speak at the forum, provided they have registered to speak three working days in advance.

Please contact Democratic Services by 5pm on the Friday, 10 February 2023 via democracy@winchester.gov.uk or (01962) 848 264 to register to speak and for further details.

Please note that members of the public will be able to attend and address the forum either at the location above or via Microsoft Teams.

5. Minutes of the previous meeting held on the 14 November 2022 (Pages 7 - 16)

That the minutes of the meeting be signed as a correct record.

- 6. Update from Hampshire County Council re Junction 9/Roundabout 1
- 7. Update from Winchester City Council re Governance Update
- 8. **Update from Developer and Implementation Officer** (Pages 17 46) Verbal Update and Report Ref NWDF20 and appendices attached.
- 9. Future agenda items.

Members to suggest items for future meetings.

Laura Taylor Chief Executive

8 February 2023

Agenda Contact: Matthew Watson, Democratic Services Officer mwatson@winchester.gov.uk 01962 848 317

\*With the exception of exempt items, agendas, reports and previous minutes are available on the Council's Website via the following link: <a href="https://www.winchester.gov.uk/councillors-committees">https://www.winchester.gov.uk/councillors-committees</a>

All of the Council's publicly available agendas, reports and minutes are available to view and download from the Council's <u>Website</u> and are also open to inspection at the offices of the council. As part of our drive to minimise our use of paper we do not provide paper copies of the full agenda pack at meetings. We do however, provide a number of copies of the agenda front sheet at the meeting which contains the QR Code opposite. Scanning this code enables members of the public to easily access all of the meeting papers on their own electronic device. Please hold your device's camera or QR code App over the QR Code so that it's clearly visible within your screen and you will be redirected to the agenda pack.



#### **MEMBERSHIP**

The membership of the Forum is:

- Winchester City Council (6 representatives including Chairperson of the Forum plus deputy)
- Hampshire County Council (2 representatives)
- Fareham Borough Council (1 representative plus deputy)
- Eastleigh Borough Council (1 representative)
- Whiteley Parish Council (1 representative plus deputy)
- Curdridge Parish Council (1 representative)
- Botley Parish Council (1 representative plus deputy)

#### **North Whiteley Development Forum**

Winchester City Council
Winchester City Council
Hampshire County Council
Hampshire County Council
Fareham Borough Council
Eastleigh Borough Council
Whiteley Town Council
Botley Parish Council
Curdridge Parish Council

In addition, the following are nominated deputies to the Forum:

Cllr Fern (Winchester City Council), Cllr Kurn (Winchester City Council), Briggs (Hampshire County Council), Cllr Burden (Curdridge Parish Council) and Cllr Butler (Whiteley Town Council)

#### Officers:

- Lead Officer Julie Pinnock
- Implementation Officer Hilary Oliver
- Community Worker TBC

#### Quorum

The Forum will be quorate if five voting representatives are present

#### **TERMS OF REFERENCE**

#### <u>Development Fora – Terms of Reference</u>

The fora have no formal decision-making powers but can advise and make recommendations on relevant issues.

#### Primary objectives of the fora:

- 1. Meet 3 times per year. Virtual meetings will continue.
- 2. Comment and advise on strategic matters related to the implementation of the MDA.
- Monitor and comment on progress relating to the development of the MDA including the implementation of planning conditions and requirements of planning obligations (s106 agreements) and s278 agreements (highway works).
- 4. Monitor and comment on community development activities within the development area and provide advice on how these should progress.
- 5. Support the establishment of appropriate local democratic structures for the emerging community.
- 6. Be wound down once governance arrangements are established,

#### How this will be achieved:

- 1. Each meeting will receive the following input:
  - a. Update on the physical development of the MDA (from the developer).
  - b. Report on the community development activities and any issues arising within the MDA.
  - c. Discussion on infrastructure.
- 2. Other matters will be brought to the forum as and when required.

#### Key stages of the fora:

Stage 1 – Planning	Stage 2 – Emerging	Stage 3 – Establishing
Start: Initial master planning End: Outline planning consent / start on site.	Start: Start on site End: Establishment of a parish council, or other suitable democratic body as applicable.	Start: Establishment of a parish council, or other suitable democratic body as applicable. End: New governance arrangements established
<ul> <li>Act as a sounding board where ideas, options and issues relating to the development can be considered before becoming part of the formal planning process.</li> <li>Consider and advise upon the infrastructure required</li> </ul>	<ul> <li>Receive updates on the progress of development and compliance with relevant planning conditions and S106/S278 agreements</li> <li>Input into creation of a community development strategy</li> </ul>	<ul> <li>Receive updates on progress in establishing the community and any emerging issues</li> <li>Consider and advise upon a strategy for the ownership and management of the social infrastructure and community assets.</li> <li>Receive updates on the progress of development and compliance with relevant planning conditions and S106/S278 agreements</li> </ul>
Lead: Service Lead – Built Environment	Lead: Service Lead – Built Environment	Lead: Service Lead – Community & Wellbeing

#### Method of working and voting rights

All representatives are expected to seek to reach conclusions by general consensus. Where any voting representatives on the Forum requires a formal vote to be taken, this shall be by a show of hands by those voting representatives present and voting (as per the membership set out above).

#### **Public Participation procedure**

There will be a period of 10 minutes maximum at the beginning of each forum meeting when the Chair will invite the public, including local interest groups, to raise any general matters of interest and/or matters relating to the work of the forum.

An individual speaker will be limited to a maximum of three minutes per agenda item. Where a number of members of the public wish to speak they will be encouraged to agree the allocated maximum ten minutes between then.

The Chairperson will retain discretion to manage the public speaking process and may limit individual speakers to less than three minutes or take other steps necessary in order to maximise public participation in an appropriate way.

Members and officers will not provide an immediate response to public comments raised from the floor. All comments and queries will be noted, and the Chair will invite officers and/or members to respond to specific points during the round table debate and discussion amongst forum members that follows.

Members of the public should contact the <u>Democratic Services Officer</u> at least 3 working days before the meeting (by 5pm, Friday, 10 February 2023) so that as many people who wish to speak can be accommodated during the public participation sessions.

Once the period of public participation has drawn to a close, there will be an opportunity for elected members who are not on the forum (i.e., cabinet or ward members) to speak in advance of questions and debate amongst forum members at the Chair's discretion.

The forum will then debate the item with any conclusions and recommendations recorded.

#### Filming and broadcast notification

This meeting will be recorded and broadcast live on the Council's YouTube site.and may also be recorded and broadcast by the press and members of the public – please see the Access to Information Procedure Rules within the Council's Constitution for further information, which is available to view on the <a href="Council's website">Council's website</a>. Please note that the video recording is subtitled, but you may have to enable your device to see them (advice on how to do this is on the meeting page).

### Public Document Pack Agenda Item 5

#### **NORTH WHITELEY DEVELOPMENT FORUM**

#### Monday, 14 November 2022

#### Attendance:

#### Councillors

Cllr Achwal (Winchester City Council) (Chairperson)

Cllr Evans, Winchester City Council Cllr Miller, Winchester City Council Cllr Pearson, Winchester City Council Cllr Small, Winchester City Council Cllr Lumby, Hampshire County Council Cllr Woodward, Hampshire County Council Cllr Burton, Fareham Borough Council Cllr Evans, Whiteley Town Council Cllr Mercer, Botley Parish Council Cllr Bodger, Curdridge Parish Council

#### Apologies for Absence:

Cllr McLean (Winchester City Council) and Cllr Pretty (Eastleigh Borough Council)

#### Other members in attendance:

Cllr Clear, Winchester City Council

Full audio and video recording of the meeting

#### 1. **APOLOGIES**

Apologies were noted as above.

#### 2. <u>DISCLOSURES OF INTERESTS</u>

There were no disclosures of interest made.

#### 3. CHAIRPERSON'S ANNOUNCEMENTS

There were no announcements from the Chairperson.

#### 4. **PUBLIC PARTICIPATION.**

Mr Grey addressed the meeting on two matters.

He raised several issues concerning the path leading to Cornerstone School linking Dumas Drive to Bluebell Way. These issues included:

- 1. the path was narrow, uneven, and difficult to access at points for people using wheelchairs or pushchairs
- 2. the path was in poor condition including, having loose stones, overhanging trees, and was insufficiently lit.

Mr Grey requested that the path be properly finished, adequately lit and formally adopted.

Mr Grey also raised several matters regarding the roads around Cornerstone school. His concerns were that:

- 1. the roads remained unadopted
- 2. cars travelled too fast close to the school
- 3. there were no zig-zag markings
- 4. there were no kerbs resulting in cars mounting the pavement.

Mr Alborough from Hampshire County Council (HCC) responded to the points raised by Mr Grey. He advised that this footpath was outside of the North Whiteley Development area and that at the time of the outline planning application no works to the footpath had been agreed.

Concerning the roads around Cornerstone's school, Mr Alborough advised that whilst the roads were not yet adopted, they were substantially complete. He provided further information regarding signage, the need for a traffic regulation order following adoption and the reason for the low kerbs.

Mr Alborough agreed to contact Mr Grey to discuss all of the matters he had raised further and would raise these matters with colleagues at the County Council.

The Chairperson advised that questions had been pre-submitted by Whiteley Town Council (published with the agenda and <u>available here</u>). These would be responded to during the meeting and the written responses would be appended to the minutes of the meeting.

#### 5. MINUTES OF THE PREVIOUS MEETING HELD ON 18 JULY 2022

Several members asked that it be recorded that they continued to feel that meetings of the forum should be held in person, ideally being held at Cornerstone school with the public in attendance. The Chairperson advised that she had raised this issue with the Leader of the Council and was hopeful that future meetings of the forum would be able to take place in person. She advised that she would endeavour to have a decision on this by 31 January 2023.

#### RESOLVED:

That the minutes of the previous meeting held on 18 July 2022 be approved and adopted.

## 6. <u>UPDATE ON WHITELEY SURGERY FROM SOVEREIGN HEALTH</u> PARTNERSHIP.

Amanda Gray Managing Director, of Sovereign Health Partnership provided the forum with a presentation (<u>available here</u>) and a verbal update concerning Primary Care Services. The update covered a range of issues which included the following.

- 1. Building capacity to support patients (rooms, car parking and workforce).
- 2. The Primary Care team.
- What GPs in the team do.
- 4. Booking appointments.
- 5. What you could do online.
- 6. Listening to patients.
- 7. Keeping patients informed.

Following a question that several residents had experienced issues registering with the practice online, potentially because of new postcodes, Ms Gray agreed to look into the matter further.

The Chairperson thanked Ms Gray for her attendance and agreed to circulate her presentation.

## 7. <u>UPDATE ON THE NORTH WHITELEY GOVERNANCE REVIEW FROM WINCHESTER CITY COUNCIL.</u>

Neil McArthur, Service Lead – Legal (Interim), Winchester City Council provided the forum with a presentation (<u>available here</u>) and a verbal update concerning the latest position regarding the Community Governance Review (CGR). The update covered a range of issues including the consultation process, the results from the consultation, the proposed boundaries and the next steps.

Members asked several questions and made comments regarding:

- 1. The transfer of funds from Curdridge Parish Council to Whiteley Town Council.
- 2. Issues around the setting of council tax precept.
- 3. Understanding the number of residents in the newly parished area.
- 4. Clarifying the issues that would prevent the new council from being formed in April 2023.
- 5. The use of interim arrangements should they be required.
- 6. Whether there would be any impact from the change to parliamentary boundaries.

These points were responded to by Mr McArthur.

#### 8. UPDATE ON BUS SERVICES FROM HAMPSHIRE COUNTY COUNCIL.

Mike Griffin-Thorn and Emily Pain (Hampshire County Council) provided the forum with a verbal update concerning the latest position regarding the commencement of the extension to bus services 28 and 28A scheduled to commence 8 January 2023.

Members asked several questions and made comments regarding:

- 1. Clarifying details of the route, particularly whether the service would include Park Gate and Swanwick Train Station.
- 2. The frequency of the extended service.
- 3. The longer-term commercial viability of the service.
- 4. The length of phase 1 and the commencement of phase 2.
- 5. The frequency of the X9 and X9A service and a potential merger with the E1 and E2 service.
- 6. The need to include a stop at the Community Hospital and Locks Heath to enable onward journeys to the Queen Alexandra Hospital.
- 7. Plans for raising awareness among residents and users concerning the new service starting on 8 January 2023.

These points were responded to by Mr Griffin-Thorn, Ms Pain and Mr Davis of Tetra Tech accordingly. Several members agreed to contact the officers following the meeting on other related matters.

#### 9. **DEVELOPER AND IMPLEMENTATION OFFICER UPDATE**

Jeff Davis (Tetra Tech) provided the forum with a presentation which was available on the council's <u>website here</u>. The presentation covered a range of issues which included the following.

- 1. Phase 1 Bluebell Way including bus services, Southern Local Centre and Cornerstone Primary School.
- 2. Footpath 9 including details on design and construction.
- 3. Phase 2 Off-site Whiteley Way including the letting of works and target start and completion date.
- 4. Phase 3 Station Hill -Whiteley Way / Curbridge Way to Whiteley Way including works underway and target completion dates.
- 5. Housing delivery, including permissions granted, houses started and occupations.
- 6. Open Space Delivery including an update on allotment 1, Locally Equipped Area for Play (LEAP) 2 and LEAP 3 completion and the Autumn/Winter landscape works.

Hilary Oliver Implementation Officer, Winchester City Council addressed the forum and referred members to the report, ref NWDF19, available on the council's <u>website here</u>. She also responded to the questions that had been presubmitted by Whiteley Town Council and these questions and responses would be attached to these minutes.

Members asked several questions and made comments regarding;

- 1. When would pedestrians and/or cyclists be able to access Cornerstone School from Whiteley Meadows.
- 2. The reasons for the delay to the phase 3 roadworks, i.e., Whiteley Way, and Curbridge Way.
- 3. The reasons for the delay to other roadworks in the area, for example, Junction 9 and Parkway Junction, and Rookery Avenue.
- 4. The responsibility for maintaining and/or cleaning the cycleway along Botley Way.

These points were responded to by Mr Davis and Mr Alborough who undertook to review any unresolved points raised with colleagues and respond to fourm members following the meeting.

#### 10. **FUTURE AGENDA ITEMS.**

Members had no additional items for future agenda meetings.

The meeting commenced at 6.00 pm and concluded at 7.40 pm

Chairperson

#### **Allotments**

There are over 90 local people interested in an allotment. Can the delivery of these be given more priority? Allotments will help build community in the absence of other community infrastructure.

Allotment 1 providing 8 allotments is nearly complete. It will need to be inspected by WCC and then the transfer process can be commenced. Allotment 2 providing 27 allotments and 7 raised beds for disabled users will commence this year and be available q3/4. These will take longer to provide as they are part of the Sports Pitch 2 scheme of development which requires significant ground levelling and drainage.

Allotment 3 providing 21 allotments and 7 raised beds for disabled users will commence October 2022 and expected to be available for spring 2023. Allotment 4 is in the final stage of the development due to its location at the far end of the northern area and is not due until prior to the occupation of 3200 dwellings

#### Pedestrian and cycle access

Whilst the problems with the neighbouring development are acknowledged priority needs to be given to the delivery of Footpath 9 between the north and south of the new development to allow safe pedestrian access to Cornerstone School. Botley Road is being used by pedestrians which is very unsafe.

With reference to the above can residents be provided with an expected opening date of Whiteley Way to improve access to and from the shopping centre and school for pedestrians and cyclists?

There are safety concerns with opening Whiteley Way whilst the quantity of construction is taking place. The Developers have been asked to comment on the feasibility of providing a safe pedestrian route from the North to the South. This is not something that was required at this stage of the development by the S106 agreement. Access to Footpath 9 can only be achieved by the opening of Curbridge Way. The developers concern is for safety due to the amount of construction taking place off of both Curbridge Way and Whiteley Way. Discussions and technical appraisal has commenced on delivery of the second phase of Footpath 9.

#### Street Lighting

Completion of the cycle path to Botley Station is progressing but the street lighting is only partially operational, when can residents expect to see the street lighting functioning along the entire route?

The Developer is in negotiation with HCC to secure road space to complete the street lighting but it is expected to be complete by the end of year.

When can residents expect the streetlights in Grayling Crescent to be operational? These should be working, referred to Developer to resolve.

Will the streetlights be adopted by Hampshire County Council? It has also been questioned whether the development's streetlights will be switched off at midnight as happens through much of the county. The developer anticipates entering into an Agreement with HCC to secure the future

adoption. Lighting columns are switched off between the hours of 0100 and 0400 every day except Christmas and New Year's Day when they remain on throughout the night.

#### **Bus services**

The Bluebell Way bus service should be up and running. The Town Council is working closely with Hampshire County Council and has given an undertaking to 'underwrite' the adoption of the bus shelters to help speed up this process. An update has been requested from Hampshire County Council on a start date for the extended bus service.

Hampshire County Council are pleased that Whiteley Town Council will be taking over the managing and maintenance of bus shelters on the development. They will remain managed and maintained by the developer until such time that the road has been adopted. We are pleased to announce that the extension to the service 28/28A will commence on 8<sup>th</sup> January, following the traffic commissioners acceptance of the registration. This information is now in the public domain. The changes are that the service is being extended from Whiteley Tesco to North Whiteley with peak journeys continuing to Botley Rail Station. The Monday to Friday frequency is increased from two hourly to hourly with an earlier start and later finish, a Saturday service is added to North Whiteley, hourly AM and two hourly PM.

The Town Council maintains its request that the bus service includes a stop at the community hospital and also Locks Heath to allow access by bus to QA Hospital.

The service will be rerouted in Park Gate to use Bridge Road and Station Road instead of Botley Road to serve Park Gate Shops. To allow for the service to be as frequent as detailed above, serving The Community Hospital and Locks Heath would not be an option.

Hampshire County Council has been asked to give consideration to using some of the s106 public transport funding for alternatives to buses e.g. a car club or taxi-share services to enable new residents without their own vehicles to travel. A response is awaited.

Unfortunately, the s106 agreement was finalised some time ago, if you could provide details of whom this was raised with then we can chase for an update. S106 funding has been allocated to the public bus 28/28A service as detailed above already and therefore there is unlikely to be any transport funding remaining to access. We are happy to look into what options may be available

#### Parking on pavements and corners - pedestrian safety issue

Could the consortium help control dangerous parking by residents and workers? Construction and shopping centre staff park on pavements and at road junctions and on bends. Areas of particular concern are the roads opposite Cornerstone School and the R3 roundabout / Whiteley Way junction.

Many tenancy agreements include clauses about not parking on the roads or in guest bays, this is not being enforced, help with this would be appreciated.

The consortium are considering yellow lines and other measures to resolve the issue.

#### Schools and sports facilities

A commitment to an opening date for the secondary school is requested,

the all-weather sports facilities are much needed by our growing football and basketball clubs and are dependent on the delivery of the school. Our young people are travelling some distance outside of Whiteley to play and train including Swanmore and Stoneham.

Mr Shefford of HCC has confirmed that the position is still as presented at the last Forum that the secondary school is proposed to be available for September 2027 subject to build out rates. The sports facilities at the new school will be available for use by the community in the evenings and weekends. These facilities were negotiated to support the new development but will also be available for the existing community once built.

#### Shops and post boxes

Could an indication on the completion of the first shops be given and confirmation that post box provision will be made?

The two retail elements of the development are at the pre-planning stage and no date can be given for their delivery. There is no trigger for delivery of the retail areas only for marketing exercises to take place. The marketing has taken place and interest has been registered to build the units

Investigations are taking place with Royal Mail on the provision of mail boxes

## Services provided by Winchester City Council in the new development and private management fees

Could Winchester City Council confirm the services it will be providing as the development grows other than street signs and emptying domestic bins. Eg roadside bins / dog bins / grass cutting? Residents are concerned about management charges and the uncertainty of the additional costs they are likely to have to meet.

National guidance usefully explains what services the county, districts and parish councils provide:

County councils - These are responsible for services across the whole of a county, like:

- education
- transport
- planning
- fire and public safety
- social care
- libraries
- waste management
- trading standards

<u>District</u>, <u>borough and city councils</u> - These cover a smaller area than county councils. They're usually responsible for services like:

- rubbish collection
- recycling
- Council Tax collections

- housing
- planning applications

<u>Parish</u>, <u>community</u> and <u>town councils</u> - These operate at a level below district and borough councils and in some cases, unitary authorities.

- allotments
- public clocks
- bus shelters
- community centres
- play areas and play equipment
- grants to help local organisations
- consultation on neighbourhood planning

The s106 legal agreement sets out the phasing for delivery of on-site community assets and how they will be offered for adoption or management.

Part 3 of the s106 sets out the requirement for details of a management body to manage and maintain areas of public open space.

#### J9 and R1 Roundabout

Works were expected to be completed by the end of September, is there a revised completion date and any reason for the delays?

The HCC/Milestone project is proceeding and is due to formally complete before Christmas. Some finishing works may continue for a fortnight

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## Agenda Item 8

#### NWDF20 NORTH WHITELEY DEVELOPMENT FORUM

REPORT TITLE: NORTH WHITELEY DEVELOPMENT FORUM PROGRESS

16 FEBRUARY 2023

REPORT OF CABINET MEMBER: Cllr Jackie Porter, Cabinet Member for Place and Local Plan

Contact Officer: Hilary Oliver Tel No: 01962 848503 Email

hdoliver@winchster.gov.uk

WARD(S): WHITELEY AND SHEDFIELD

#### **PURPOSE**

The purpose of the report is to update the North Whiteley Development Forum on progress with issues relating to the North Whiteley Major Development Area. This will include an update on the recent governance review.

#### **RECOMMENDATIONS:**

1. That the content of the report be noted.

#### 1 COUNCIL PLAN OUTCOME

- 1.1 The Council Plan 2020 2025 was adopted on 24<sup>th</sup> February 2021 and outlines the strategic priorities and outcomes that the Council aims to achieve by March 2025. A refresh was agreed by full Council on 18 January 2023 to refine the actions and objectives for the coming year.
- 1.2 It provides details of the activities the council will undertake to deliver the five priority outcomes included in the Council Plan, plus four particular areas of focus for the upcoming year.

#### 1.3 Tackling the Climate Emergency and Creating a Greener District

1.4 North Whiteley is located close to existing services, employment and education facilities making it possible for residents to take more journeys by foot, cycle or bus.

#### 1.5 Homes for all

1.6 The North Whiteley development will eventually consist of 3,500 dwellings, two primary schools, a secondary school and other supporting infrastructure, including major highway works. It will integrate with the existing residential, commercial and employment development at Whiteley which has now been established for many years. It is contained in the Winchester City council area.

#### 1.7 Vibrant Local Economy

1.8 3,500 dwellings will provide opportunities for more young people to live and work in the district. The local centre in the development will also provide a range of business and employment opportunities, complementing the facilities available in the nearby Whiteley town centre.

#### 1.9 Living Well

1.10 Homes that are located close to services provide greater opportunities to encourage active travel amongst the population.

#### 1.11 Your Services, your voice

1.12 The increase in the number of homes will increase the council tax revenue for the City Council.

#### 2 RESOURCE IMPLICATIONS

2.1 None

#### 3 **PUBLIC SECTOR EQUALITY DUTY**

3.1 The Council has a general equality duty under s149 of the Equalities Act 2010 to have due regard to the need to: • Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act. • Advance equality of opportunity between people who share a protected

- characteristic and those who do not. Foster good relations between people who share a protected characteristic and those who do not.
- 3.2 There are no protected characteristics affected by the information within this report.

#### 4 SUPPORTING INFORMATION:

#### 4.1 **Background**

4.2 The North Whiteley Development will eventually consist of 3,500 dwellings, two primary schools, a secondary school and other supporting infrastructure, including major highway works. It will integrate with the existing residential, commercial and employment development at Whiteley which has now been established for many years. It is wholly contained in the Winchester City council area. A resolution to grant planning permission for the development was made by the City Council's Planning Committee on 12th October 2015 with final planning consent issued on 30th July 2018. The Section 106 agreement was completed on the same day.

#### 4.3 **General Update**

#### 4.4 Governance Review

- In November 2021 it was announced at the North Whiteley Forum that a Governance Review would take place to decide how Curdridge and Whiteley residents would be represented. The Boundary of Curdridge Parish and Whiteley Town Council ran through the North Whiteley Major Development Area.
- 4.6 Consultations have taken place with residents and interested parties and recommendations have been made to WCC Licensing and Regulation Committee and Full Council. Full Council endorsed the recommendation to amend the boundary and all of the North Whiteley Development will be represented by Whiteley Town Council. The order to change the boundary will take effect on 1 April 2023.

#### 4.7 S106 Obligations Discharged from Outline Consent

4.8 S106 obligations are monitored and a tracker is provided with this report – Appendix 1.

#### 4.9 Cycle Way Botley Road

4.10 The footpath/cycleway has been completed to Botley station.

#### 4.11 On Site Bridges

4.12 Bridge 1 on Whiteley Way and Bridge 3 on Bluebell Way are completed and in use. Bridge 2 in the middle of the site has now been complete and forms part of the extension of Whiteley Way to the Northern Access Junction. Whiteley

Way extension will allow easy access to the Botley Road and onwards to Curdridge. The locations of the bridges are shown on the attached Appendix 2.

#### 4.13 On Site Whiteley Way (South)

4.14 Works are continuing on the construction of the extension of Whiteley Way and the creation of Curbridge Way which will allow residents in the northern parcels to access Whiteley shops and leisure facilities. Plans are progressing for the opening of a through route in June 2023.

#### 4.15 Off Site Whiteley Way

4.16 Work commenced on 20/10/2020 to construct the embankment from Roundabout 3 on Whiteley Way as the first part of the road improvement measures. Agreement has been reached with Southern Water for the developer to replace the culvert and the legal agreements have been signed. Contracts are being placed to undertake the works and it is expected that construction will commence May 2023 but is dependent on gaining the necessary permits. These works in conjunction to the road improvements nearing completion at Junction 9/roundabout 1 will increase the capacity of the road network to cope.

#### 4.17 **Telecommunication Mast**

4.18 Application 21/01799 approved the erection of a telecommunication mast to be located in the north of the site. It is anticipated that this will be erected during 2023 once the legal transfer of land to the operator has been complete. An additional mast is to be erected in Meadowside playing field.

#### 4.19 Housing

#### 4.20 Outline Consent

- 4.21 The outline consent for the North Whiteley development (ref 15/00485/OUT) was approved on 30 July 2018. The development was commenced on 28/01/2019 and first occupation occurred on 23/12/2019.
- 4.22 Design Code and The Building Research Establishment's Environmental Assessment Method (BREEAM).
- 4.23 The Design Code approved with the outline consent has been an invaluable document in bringing forward development which is coherent, of the quality that was approved and in defining distinct character areas and neighbourhoods.
- 4.24 The housing is meeting Code for Sustainable Home's level 4 for energy and water. BREEAM has not been triggered yet and will be part of the discussions on the local retail centres.

#### 4.25 Reserved Matters

- 4.26 Since the outline consent was granted Vistry (was Bovis), Taylor Wimpey, Crest Nicholson, Foreman Homes/Vestal, Persimmon and Barrett/David Wilson Homes have all received reserved matters consent for housing parcels.
- 4.27 2,989 units have been granted permission with a further 322 under consideration. This is a total of 3,321 of the 3,500 permitted by the outline. 906 properties have been occupied.
- 4.28 The following paragraphs provide an update on the reserved matters applications that are approved and pending approval. Appendix 2 shows the location of these applications.
  - a) Application 18/02170/REM Crest application for 69 Dwellings approved 26/07/2019. An amended outlay was submitted and approved under 21/00170/FUL. This parcel is fully occupied.
  - b) Application 18/02606/REM 168 Dwellings approved 26/07/2019 to be developed by Bovis Homes. This parcel is fully occupied.
  - c) Application 18/02607/REM 160 Dwellings approved 12/04/2019 to be developed by Bovis Homes. The majority of the market houses have been sold to Vivid (registered affordable housing provider). This parcel is fully occupied.
  - d) Application 19/00419/REM 91 Dwellings approved 28/05/2019 to be developed by Taylor Wimpey. This parcel is fully occupied..
  - e) Application 19/01142/REM 182 Dwellings approved 08/11/2019 to be developed by Taylor Wimpey. Significant development has taken place on this parcel.
  - f) Application 19/02539/REM Crest's application for 59 dwellings was approved on 23/11/2020 and work is at an advanced stage.
  - g) Application 20/00108/REM Taylor Wimpey's application for 81 dwellings was approved on 27/11/2020 and work has commenced on site
  - h) Application 20/00754/REM Bovis' (now Vistry) application for 449 dwellings was approved on 13/11/20 and work has commenced on site. Vistry are building parcels 4 and 10 with occupations having taken place. Development of Parcel 7 is to be undertaken by Barrett David Wilson Homes. Winchester City Council has purchased Parcel 6 (54 dwellings) which is being developed by Drew Smith. Parcel 12 is being developed by Vistry and work has commenced.

- i) Application 20/02328/REM Persimmon's application for 207 dwellings was approved on 13/08/21. Occupations have occurred.
- j) Application 21/01388/REM Taylor Wimpey have made an application for 16 dwellings which was approved on 21/03/2022.
- k) Application 21/01825/REM Taylor Wimpey's application for 395 dwellings was approved 22/07/22.
- I) Application 21/02021/REM Drew Smith's (Vistry) application for 112 dwellings was approved on 05/11/2021. Work has commenced.
- m) Application 21/02590/REM Vistry's application for 255 dwellings was approved on 13/06/2022.
- n) Application 22/00012/REM Barrett/David Wilson Homes' application for 76 homes was approved on 08/04/2022.
- o) Application 22/00639/REM Crest have made an application for 113 dwellings which is currently under consideration.
- p) Application 22/00908/REM Persimmon have made an application for 59 dwellings which is currently under consideration.
- q) Application 22/00915/REM Persimmon have made an application for 90 dwellings which is currently under consideration.
- r) Application 22/01634/REM Vistry have made an application for 482 dwellings. This was approved on 23/11/2022.
- s) Application 22/02505/REM Persimmon have made an application for 70 dwellings which is currently being progressed to registration.
- 4.29 Appendix 3 gives an update on starts and occupations as at the end of September 2022.

#### 4.30 **School Development**

- 4.31 The planning consent for the replacement Cornerstone Primary school was permitted in April 2019 and commenced June 2020. It was opened to pupils in September 2021. It has been used for community activities out of schools hours including the North Whiteley Forum.
- 4.32 The secondary school site plan of the land to be transferred to HCC has been submitted and agreed. The land is due to be transferred prior to the occupation of 1,100 dwellings. Current plans are for the school to open in 2027.
- 4.33 Primary School 2 a land registry site plan of the land to be transferred to HCC is due to be submitted prior to the occupation of 1,700 dwellings.

#### 4.34 Community Facilities

- 4.35 Application 20/01523/REM for the Allotment 1 site for eight allotments was approved on 22/09/20. The majority of the work are complete. Once notification is given that the allotments are ready for inspection Winchester City Council will appraise and then transfer arrangements can commence.
- 4.36 Application 20/01555/REM for Allotment 3 site to include 21 allotments 7 raised beds for disabled users and car parking was approved on 28/10/2020. Work has commenced.
- 4.37 Application 20/01879/REM for Allotment 2 site to include 27 allotments and 7 raised beds was approved on 06/07/2021. This application also includes 4 youth sport pitches. Work should commence Q1 2023.

#### 4.38 **Open Space**

- 4.39 Application 22/01059/REM approved the details of play area 1. The play equipment has been ordered and work is due to commence March 2023 provided the necessary highways agreement has been completed.
- 4.40 Application 21/00649/REM approved the details of play area 2. This is now complete. The footpath from Bluebell Way has been built to base layer. The final finished layer will be laid in the summer. Final tidying and provision of lifebelts to the adjacent drainage basin is taking place and the opening is imminent.
- 4.41 Application 20/02566/REM approved the details of play area 3 near to bridge 1 in the northern area. The play area equipment and seating has been installed. The equipment is suitable for younger children. Issues with the play area bin emptying are being addressed.
- 4.42 Application 20/02859/REM (northern area) Application 21/02198/REM (southern area) for public open space areas have been approved.
   Discussions will be taking place in February to agree the schedule of delivery and inspections of these spaces.
- 4.43 Application 21/01016/REM for details of the works to Hangmans Copse and Sawpits Copse was approved on 23/06/22 to create crushed stone footpaths. The paths are part of the open space strategy for the North Whiteley Development which provides a network of routes throughout the site.
- 4.44 Inspections took place on the dead wood in the copses and a schedule of works agreed. The copses have been opened to the public. The deadwood removal will require sections to be closed for the works to be undertaken. These works are scheduled for February but will be weather dependent. Stock proof fencing has been erected around the site for additional protection to the ancient woodland.

#### 4.45 **Temporary Community Centre**

4.46 Application 22/02823/FUL has been submitted for a temporary community centre and skills academy to be located on the land proposed for the retail centre. Comments can be made on line at: Link:

#### 4.47 Bus Service

4.48 The first phase of the additional bus service provision commenced on 9 January 2023. Representatives of Whiteley Town Council took the opportunity to ride the new service. The route will take residents to a stop with a short walk to the Community Hospital. Timetable and route are shown as Appendix 4. The service will be monitored to appraise usage.

#### 5 OTHER OPTIONS CONSIDERED AND REJECTED

#### 5.1 None

#### **APPENDICES:**

Appendix 1 - S106 Obligation tracker

Appendix 2 - Application Plan

Appendix 3 - Occupations Schedule

Appendix 4 – Bus Timetable and Route

#### **APPENDIX 1 - S106 TRACKER NORTH WHITELEY**

Covenant Type	Clause	Covenant	Definition	Unit Trigger	Trigger		Discharge Date	Cov	Review Notes
Affordable Housing Contribution Offsite	18-02170 (1st)- S9 P12	The owners covenant with the City Council to pay the     Affordable Housing Contribution to the City Council in such	a contribution in lieu of the provision of 10% of the dwellings	26	Prior to Occupation of no market dwellings	172,500.00			Crest - 18/02170/REM Parcel 22 - trigger 1. Paid January 2022
	18-02170	numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of	as affordable housing in each phase payable in accordance with	39	1	172,500.00			Crest - 18/02170/REM Parcel 22 - trigger 2. Paid 29/03/2022
	18-02606 (1st)	it being equivalent to 10% of the total number of dwellings in that particular phase	schedule 9 Part 12 and calculated on the basis of £50,000 (fifty	98	†	420,000.00			18/02606 1st installment at 35% market
	S9 P12 18-02606	inat particular priase	thousand pounds) per Dwelling	65	†	420,000.00			houses. Paid 10/06/2021 Bovis 18/02606/REM second installment.
	(2nd) S9 P12 18-02607 (1st)	-	which shall be used by the City Council in such manner as in its	69	+	400,000.00			Paid 15/7/2021 18/02607/REM Bovis - First installment
	S9 P12 18-02607	-	absolute discretion considers appropriate for the provision of	104	1	400,000.00			Vistry. Paid 2/3/21 Bovis 18/02607/REM ph 26 31a - second
	(2nd) - S9 P12 19-00419 (1st)		Affordable Housing within the city council's administrative area	37	1	227,500.00			installment. Paid 10.6.2021 Taylor Wimpey 19/00419 Parcel 22 - first
	S9 P12	]							installment. Paid 9.6.21
	19-00419 (2nd) - S9 P12			107		227,500.00			Taylor Wimpey 19/00419/REM. Invoice paid 05.11.21
	19-01142 (1st) S9 P12			78		455,000.00			Taylor Wimpey 19/01142/REM - first installment. Paid 30/08/2022
	19-01142 (2nd) - S9 P12			116		455,000.00			Taylor Wimpey 19/01142/REM ph28-30 34 - Trigger 2 - Approx trigger Winter 2022
	19-02539 (1st) S9 P12			27	1	147,500.00			Crest - 19/02539/REM Parcel 22 - trigger  1. Approx trigger Oct 2022
	19-02539 (2nd) - S9 P12			40	1	147,500.00			Crest - 19/02539/REM Parcel 22 - trigger 2. Approx trigger Jan 23
7	20-00108 (1st)			35	†	202,500.00			Taylor Wimpey 20/00108 Parcel 25a -
	S9 P12 20-00108	1		53	+	202,500.00			trigger 1. Commenced - not due Taylor Wimpey Parcel 25a - trigger 2.
	(2nd) - S9 P12 20-00754 (1st)			225	+	1,122,500.00			Commenced - not due Vistry Parcel 4,6,7,10,12 - trigger 1.
	S9 P12 20-00754	-		337	1	1,122,500.00			Approx trigger Autumn 2022 Vistry Parcel 4,6,7,10,12 - trigger 2.
	(2nd)- S9 P12 20-02328 (1st)			89	1	517,500.00			Approx trigger Winter 2022 Persimmon 20/02328 - first installment.
	S9 P12					·			Approx trigger winter 2022
	20-02328 (2nd) - S9 P12			134		517,500.00			Persimmon 20/02328 - second installment. Approx trigger Feb 2023
	21-01388 (1st) S9 P12			8		40,000.00			Taylor Wimpey 21/01388 - first installment. Commenced not due
	21-01388 (2nd) - S9 P12	1		12	1	40,000.00			Taylor Wimpey 21/01388 - second installment. Commenced not due
	21-01825 (1st)			174	†	987,500.00			Taylor Wimpey 21/01825 - first
	S9 P12 21-01825	1		260	+	987,500.00			installment. Commenced not due Taylor Wimpey 21/01825 - second
	(2nd) - S9 P12 21-02021 (1st)			50	+	280,000.00			installment. Commenced not due Vistry (Drew Smith) 21/02021- first
	S9 P12 21-02021	-		74	4	280,000.00			installment. Commenced not due Vistry (Drew Smith) 21/02021- second
	(2nd) - S9 P12				1				installment. Commenced not due
	21/02590 (1st) S9 P12			114		637,500.00			Vistry 21/02590/REM - first installment. Not commenced
	21/02590 (2nd) - S9 P12			170		637,500.00			Vistry 21/02590/REM - second installment. Not commenced
	22/00012 (1st) S9 P12	1		35		190,000.00			Vistry (Barrett) 22/00012/REM - first installment. Commenced not due
	22/00012 (2nd) - S9 P12	5		52	1	190,000.00			Vistry (Barrett) 22/00012/REM - second installment. Commenced not due

Requirements	9 P13 5 trsf	Extra Care Facility Land Transfer no later than transfer of Primary School 2 site		0	1700	0.01	27/04/21	Letter sent to members of consortium 27.4.21 confirming WCC will develop Extra Care Home
Affordable Housing General Requirements	AH Xca S9 P13 5-land tran	Extra Care Lane Transfer	Transfer at same time as transfer o Primary School 2 land	f		0.01		Not due
Affordable Housing General Requirements	AH Plan Sch 9 P3	, , , , , , , , , , , , , , , , , , , ,			Prior to submission of first RM application	0.01	10/04/19	First approved 10 April 2019. Numbers submitted November 2020 and approved December 2020. Masterplan sets out the quantity and type of AH to be provided in each phase of development as shown on the AH Masterplan map. A plan is provided for each reserved matters application showing the location of the AH and checked against masterplan for compliance
	AH XCare Sch 9 P13 2 Opt	Extra Care Facility Land Option of Transfer		0	Before 23-12-21 or occupation of 500 dwellings	0.01	27/04/21	Letter sent to members of consortium 27.4.21 confirming WCC will develop Extra Care Home
	Sch 6 P1 1.1 Allot 1	Council either in accordance with the Trigger Points at column 2 of the table at paragraph 1.2 of this Part of this Schedule or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	0	Pre commencment	0.01	07/01/19	Aug 20 - new application submitted due to bridge original scheme cannot be built. Application approved and work commenced June 2022 and should be complete by end November 2022
	Sch 6 P1 1.1 Allot 2	Council either in accordance with the Trigger Points at column 2 of the table at paragraph 1.2 of this Part of this Schedule or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed);	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	1500	Prior to Occupation of a specific number of units	0.01	25/01/21	Submitted 25/01/21
	Sch 6 P1 1.1 Allot 3	Council either in accordance with the Trigger Points at column 2 of the table at paragraph 1.2 of this Part of this Schedule or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed);	accordance with the Allotments	750	Prior to Occupation of a specific number of units	0.01	25/01/21	Submitted 25/01/21
	Sch 6 P1 1.1 Allot 4	Council either in accordance with the Trigger Points at column 2 of the table at paragraph 1.2 of this Part of this Schedule or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed);	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	2500	Prior to Occupation of a specific number of units	0.01	25/01/21	Submitted 25/01/21

Allotment Provision	Sch 6 P1 1.2 Allot 1	complete the construction of each of the Allotments either in accordance with the approved Allotments Scheme by the Trigger Point set out in column 3 of the table below or In accordance with such other Trigger Points as may be agreed I in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed) and within 10 Working Days of the completion of construction of any of the Allotments serve written notice on the City Council that the laying out of that area of Allotments has been completed		125	Prior to Occupation of a specific number of units	0.01	Application 20/01523 refers. Work commenced June 2022 and due to complete end November 2022
Allotment Provision	Sch 6 P1 1.2 Allot 2	complete the construction of each of the Allotments either in accordance with the approved Allotments Scheme by the Trigger Point set out in column 3 of the table below or In	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	1800	Prior to Occupation of a specific number of units	0.01	Application 20/01879/REM refers. Requires conditions to be discharged.
Allotment Provision	Sch 6 P1 1.2 Allot 3	complete the construction of each of the Allotments either in accordance with the approved Allotments Scheme by the Trigger Point set out in column 3 of the table below or In accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed) and within 10 Working Days of the completion of construction of any of the Allotments serve written notice on the City Council that the laying out of that area of Allotments has been completed	each or all of the respective allotments to be p1ovided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	1075	Prior to Occupation of a specific number of units	0.01	Application 20/01555/REM refers. Conditions part discharged. Needs further soil sampling. Work to commence October 2022
Allotment Provision	Sch 6 P1 1.2 Allot 4	complete the construction of each of the Allotments either in accordance with the approved Allotments Scheme by the Trigger Point set out in column 3 of the table below or In accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed) and within 10 Working Days of the completion of construction of any of the Allotments serve written notice on the City Council that the laying out of that area of Allotments has been completed	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	3200	Prior to Occupation of a specific number of units	0.01	Application to be made in due course
Allotments Land Transfer	Sch 6 P1 2 Allot 1 transf	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners		0	Practical Completion of the Allotments	0.01	Not due
Allotments Land Transfer	Sch 6 P1 2 Allot 2 trans	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners		0	Practical Completion of the Allotments	0.01	Not Due

Allotments Land Transfer	Sch 6 P1 2 Allot 3 transf	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners		0	Practical Completion of the Allotments	0.01		Not due
Allotments Land Transfer	Sch 6 P1 2 Allot 4 transf	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners		0	Practical Completion of the Allotments	0.01		Not due
Allotments Maintenance	Sch 6 Part 1 2 Allot 1	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners or such other body or organisation nominated by it	The sum of £50,000 (fifty thousand pounds) towards the future maintenance and management of the Allotments	0	Transfer of Land	12,500.00		Not due
Allotments Maintenance	Sch 6 Part 1 2 Allot 2	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments  Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners or such other body or organisation nominated by it	The sum of £50,000 (fifty thousand pounds) towards the future maintenance and management of the Allotments	0	Transfer of Land	12,500.00		Not due
Allotments Maintenance	Sch 6 Part 1 2 Allot 3	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners or such other body or organisation nominated by it	The sum of £50,000 (fifty thousand pounds) towards the future maintenance and management of the Allotments	0	Transfer of Land	12,500.00		Not due
Allotments Maintenance	Sch 6 Part 1 2 Allot 4	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners or such other body or organisation nominated by it	The sum of £50,000 (fifty thousand pounds) towards the future maintenance and management of the Allotments	0	Transfer of Land	12,500.00		Not due
Car Park Contribution	Sch 5 Part 4 1 car pk con	either (i) the occupation of the first dwelling or (ii) 30 days following receipt of evidence that the contract for the works referred to in paragraph 2 has been let and works commenced.	the sum of £350, 500 (three hundred and fifty thousand five hundred pounds) to be paid by the owners to the city Council and to be used by the City Council towards the provisions identified in part 4 of Schedule 5	1	30 days following receipt of evidence that the contract for works has been let	350,500.00		Will be later than 1 dwelling as needs planning permission. Planning permission refused by Fareham July 2020. A revised application is planned.
Car Park Contribution	Sch 5 P4 2 - car pk trs	works to the existing Whiteley Surgery at Yew Tree Drive, Whiteley	the sum of £350,500 (three hundred and fifty thousand five hundred pounds) to be paid by the Owners to the City Council and to be used by the City Council towards the provisions Identified in Part 4 of Schedule 5	0	On receipt of car park contribution	0.01		Monies to be transferred if car park is planned to be built.
Community Facilities	Sch 5 Part 3 1 1st ins	The Owners covenant with the City Council to pay 50% of the Community Services Contribution to the City Council prior to the occupation of 200 Dwellings in the Southern area		200	Prior to Occupation of a specific number of units	156,250.00	26/07/21	Paid 26/07/2021

Community Facilities	Sch 5 Part 3 1 2nd ins	The Owners covenant with the City Council to pay 50% of the Community Services Contribution to the City Council prior to the occupation of 400 Dwellings in the Southern area		400	Prior to Occupation of a specific number of units	156,250.00	30/08/22	Paid 30/08/2022
Community Facilities	Sch 5 P2 1-5 - Com Bld	The Owners covenant with the City Council not to Occupy or	a building of up to 650 square metres gross external area as shown illustratively within the Community Building Specification	750	Prior to occupation of 750 dwellings	0.01		Planning permission required as RM. Approx trigger April 2023
Community Facilities	Sch 5 P 2 4 - trs com bld	Subject to all necessary consents having been granted/obtained, the Owners covenant to Transfer the Community Building to either the City Council (or such other body or organisation nominated by the City Council) before the Occupation of 1000 Dwellings in the Northern Area such Transfer to be with the benefit of a warranty from the building contractor conferring upon the City Council or the other body or organisation (as the case may) be the benefit of the building contractor's obligations under the building contract in respect of the rectification of defects notified as arising within the twelve months defects liability period as defined in the building contract		1000	Prior to occupation of 1000 dwellings in northern area	0.01		Approx trigger year 2026
Community Facilities	Sch 5 P7 - Use Agreement	The operator of the Secondary School shall enter into a Community Use Agreement with the City Council and with such other parties as may be agreed by the operator of the Secondary School and the City Council. The Community Use Agreement shall be completed and SPIAF shall be available for use by hirers not later than three months after the opening of the Secondary School to students.	an agreement which secures access to and use of SP1AF and promotes a variety of different sports on SP1 AF to enable participation across all sectors of the community by hirers (which shall include but not be limited to individuals. sports clubs and . community groups) ("Hirers') on reasonable financial terms.	0	Not later than three months after the opening of the Secondary School	0.01		Opening approx 2027. Will need to start negotiations early
Community Facilities	Sch 5 P1 1-4 Temp	The Owners covenant with the City Council not to Occupy or permit to be Occupied more than 150 Dwellings in the Northern Area until they have submitted detailed plans and specifications for the Temporary Community Building to the City Council and have obtained the approval of the City Council to the same such approval not to be unreasonably withheld or delayed.	modular accommodation of approximately 35m' gross Internal area for use as temporary and interim community facilities provided in accordance with the detailed plans and specifications to be submitted and approved in accordance with paragraph 1 in Part 1 of Schedule 5 in a location to be agreed with the City Council;	150	Prior to occupation of 150 dwellings in the Northern	0.01		Application for COU of Meadow cottage to be used as facility approved. Due to accelerated building rates Meadow Cottage cannot be used. Discussions taking place for an alternative facility on the retail area
Community Facilities	Sch 5 Part 3 2 Com spen	The City Council covenants with the Owners to apply the Community Services Contribution towards the capital costs of: 2.1 the refurbishment and/or extension of existing community facilities within Whiteley; and/or 2.2 the provision of community facilities on the Secondary School Site additional to those that would otherwise ordinarily be provided as part of the Secondary School; and/or 2.3 the employment of a Community Development Worker for the benefit of the North Whiteley Development Area over such reasonable period of time and on such reasonable terms as the City Counci.l considers appropriate		0	After payment of contribution	1.00		Discussions August 2021 with Ward Cllrs - plan to be developed for funds
Community Facilities	Sch 5 Part 9 1 Pav	The owners covenant with the City Council not to occupy or permit the occupation of more than 1500 dwellings until they have paid the First Sports Pavilion Contribution to the City Council	The aggregated sum of £750,000 (seven hundred and fifty thousand pounds) comprising the First Sports Pavilion Contribution and Second Sports Pavilion Contribution	1500	Prior to Occupation of a specific number of units	375,000.00		Not due

Community Facilities	Sch 5 Part 9 2 Pav	The owners covenant with the City Council not to occupy or permit the occupation of more than 3000 dwellings until they have paid the Second Sports Pavilion Contribution to the City Council	The aggregated sum of £750,000 (seven hundred and fifty thousand pounds) comprising the First Sports Pavilion Contribution and Second Sports Pavilion Contribution	3000	Prior to Occupation of a specific number of units	375,000.00		Not due
Development Implementation Officer	Sch 5 Part 5 1 a 1st inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows (a) The first instalment on the commencement date subject to the Implementation officer having commenced his/ her post	an officer of the City Council (to be in post as soon as reasonably practicable from the date that the Owners request In writing that such officer be put in post but in any event no later than the date on which the first Reserved Matters application relating to the Development is validated by the City Council) who will be specifically and exclusively assigned by the Cfty Council to the Development and whose duties will include overseeing the progress of the Development and dealing with. the administration	0	First reserved matters application	40,000.00	30/09/20	Paid 23/4/20
Development Implementation Officer	Sch 5 Part 5 1 b 2nd inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows (b) The second instalment on the later of the commencement date or the 12 month anniversary of the trigger for the first instalment provided that the Implementation Officer is in post and hitherto provided a value for money service to the reasonable satisfaction of the owners		0	First anniversary	40,000.00	02/03/21	Paid 2 March 2021
Development Implementation Officer	Sch 5 Part 5 1 3rd inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows (c) The third instalment on the first anniversary of the trigger Point for the second instalment provided that the Implementation Officer is in post and hitherto provided a value for money service to the reasonable satisfaction of the owners		0	Second anniversary	40,000.00		Paid January 2022
Development Implementation Officer	Sch 5 Part 5 1 d 4th inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows (d) The fourth instalment on the first anniversary of the trigger Point for the third instalment provided that the Implementation Officer is in post and hitherto provided a value for money service to the reasonable satisfaction of the owners		0	Third anniversary	40,000.00		Due January 2023
Development Implementation Officer	Sch 5 Part 5 1 e 5th inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows (e) The fifth instalment on the first anniversary of the trigger Point for the fourth instalment provided that the Implementation Officer is in post and hitherto provided a value for money service to the reasonable satisfaction of the owners		0	Fourth Anniversary	40,000.00		Due January 2024

Education - Land Transf	Prim1 trans	The Owners covenant to Transfer the Primary School 1 Site to the County Council withn 4 months from Commencement of Development (and not to continue the Development once 4 months have elapsed after commencement unless it has Transferred the Primary School 1 Site to the County Council) but this restriction is subject to the County Council having provided the Owners with reasonable evidence that (a) there is a Project Appraisal relating to the School Construction Works for Primary School1; and (b) a planning permission has been obtained permitting construction of Primary School 1 in accordance with the relevant Project Appraisal	that part of the Site being an area of approximately 2.733 hectares in the location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown on the Primary School Site 1 Plan;	0	Four months from commencement	0.01	04/03/20	Trigger dependent on project appraisal and PP in place Confirmation received from M. Shefford Hampshire Education transfer took place 04/03/2020
Education Sum primary	Sch 4 P1 Prim1 Inst 1	Council First Installment	the sum of £10,820,000 (ten million eight hundred and twenty thousand pounds) towards the capital costs of Primary School 1 to mitigate the impact of the Development		November 2020	10,820,000.00		Work commenced 11.5.2020 First installment of £669,713.76 invoiced by HCC May 2020. Second Installment £1,964,369 paid by 19/04/21 Third Installment £1,964369 paid 03/08/21 Fourth installment invoiced
Education - Land Transf	Prim2	not to Occupy more than 1,000 Dwellings unless it has submitted a Land Registry compliant plan showing the precise location size and boundaries of the Primary School 2 Site	that part of the Site being an area of approximately 2 hectares in the general location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown edged red on Primary School 2 Site Plan	1000	Prior to occupation of 1000 dwellings	0.01		Awaiting trigger - approx 2023
Education - Land Transf	er Sch 4 P2 2 Prim2	The Owners covenant with the County Council not to Occupy more than 1, 700 Dwellings unless they have Transferred the Primary School 2 Site to the County Council but this restriction is subject to the County Council having provided the Owners with reasonable evidence that:  (a) there is a Project Appraisal relating to the School Construction Works for Primary School 2; and  (b) a planning permission has been obtained permitting construction of Primary School 2 in accordance with the relevant Project Appraisal	that part of the Site being an area of approximately 2 hectares in the general location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown edged red on Primary School 2 Site Plan	1700	Prior to occupation of 1700 dwellings	0.01		Approx Trigger 2027 - Trigger dependent on project appraisal and PP in place
Education - Land Transf	Sch 4 P2 Secondary	Prior to Occupation of 50 Dwellings, the Owners covenant to submit to the County Council a Land Registry compliant plan showing the precise location size and boundaries of the Secondary School Site	that part of the Site being an area of approximately 7.747 hectares (and which includes the Attenuation Basin K1 and part POS15) in the location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown on the Secondary School Site Plan and shall include the location of Sports Pitch 1 unless Sports Pitch 1 has been Transferred independently in accordance with the terms of this Agreement;		Prior to occupation of 50 dwellings	0.01	23/12/20	Plan submitted and agreed with HCC

E		Sch 4 P2 3 Second trans	Dwellings until they have Transferred the Agreed Secondary School Site to the County Council but this restriction is subject (a) to the County Council having provided reasonable evidence to the Owners that there is a Project Appraisal relating to the School Construction Works for the Secondary School; and (b) to the County Council having provided reasonable evidence to the Owners that a planning permission has been obtained permitting construction of the Secondary School in accordance with the relevant Project Appraisal	of approximately 7.747 hectares (and which includes the Attenuation Basin K1 and part POS15) in the location identified on the Landscape and	1100	Prior to occupation of 1100 dwellings	0.01	Trigger dependent on project appraisal and PP in place
E		Sch 4 P2 Prim2 Cont	Council to pay the Primary School 2 Contribution to the County Council	the sum of £7,740,000 ( seven million seven hundred and forty thousand pounds) towards the capital costs of Primary School 2 to mitigate the impact of the Development:	1700	Occupation 1700 dwellings or 20 wd from project appraisal	7,740,000.00	check later trigger date. see schedule for payment dates
ם עם		Sch 4 P3 Secondary	Council to pay the Secondary School Contribution to the County Council	the sum of £22,730,000.00 (twenty two million seven hundred and thirty thousand pounds) payable in instalments as set out in Schedule 4 towards the capital costs of providing 5 forms of entry in the first phase at the Secondary School on the Secondary School Site to mitigate the impact of the Development		Occupation 1100 dwellings or 20 wd from project appraisal	22,730,000.00	check later trigger date. see schedule for payment dates
عا⊆	ducation Contribution eneral	Sch 4 P5	that it has entered into a contract or contracts In relation to secondary school transport the costs of which fall within the purpose to which the School Transport Contribution may be applied as set out in the definition of School Transport Contribution and the Owners covenant (subject to the following proviso) thereafter to pay to the County Council within 30 working days of the date of receipt of written demand the amount demanded by the County Council in respect of such costs up to the maximum amount of the School Transport	sum or sums of up to £330,000 (three hundred and thirty thousand pounds) in aggregate to be paid by the Owners to the County Council towards the costs reasonably and necessarily incurred by the County Council as education authority to provide transport for pupils resident in the Development to the linked secondary school for the purposes of education prior to the opening of the Secondary School		HCC to submit contract to owners - owners to pay within 30 days	330,000.00	HCC to submit contract to owners
H	CC Transport Contribution	Sch 3 P2 1 d 1st	Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance	the sum of £900,000 (nine hundred thousand pounds) which may be paid under the terms of this Agreement to the County Council in lieu of the A334/A3051 Signalised Junction Improvements to be used towards the provision of the A334/A3051 Alternative Junction Improvements		Prior to Occupation of a specific number of units	90,000.00	Note optional - provision or contribution

HCC	C Transport Contribution	Sch 3 P2 1 c	The Owners covenant with the City Council and the County	the sum of £3,800,000 (three	750	Prior to Occupation of a	3,420,000.00		Optional amount if HCC serve notice on
		2nd	Council:  1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out In Column 1 of the table below.  Off Site Traffic management and capacity improvement	million eight hundred thousand		specific number of units			developers
Dage	·	Sch 3 P2 1 (a) 1st	Council:  1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and  1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out In Column 1 of the table below.  Off Site Sustainable transport Measures	the sum of £271,555 (two hundred and seventy one thousand pounds five hundred and fifty five pounds) payable to the County Council to be applied towards the capital costs of the provision of off site works as follows:  (a) bus stops and associated infrastructure  (b) cycle parking (within a radius of 8km from the site red line plan  (c) way finding signage  (d) Swanwick Station rail access improvements the details of such works to be identified through the Travel Plan;	1	Prior to Occupation of a specific number of units	135,777.50	30/09/20	Invoiced by HCC - Paid
HCC	C Transport Contribution	Sch 3 P2 1 d 2nd	Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance	the sum of £900,000 (nine hundred thousand pounds) which may be paid under the terms of this Agreement to the County Council in lieu of the A334/A3051 Signalised Junction Improvements to be used towards the provision of the A334/A3051 Alternative Junction Improvements		Prior to Occupation of a specific number of units	810,000.00		Note optional - provision or contribution
НСС	•	Sch 3 P2 1 (a) 2nd	Council:  1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and  1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below Off Site Sustainable transport Measures	the sum of £271,555 (two hundred and seventy one thousand pounds five hundred and fifty five pounds) payable to the County Council to be applied towards the capital costs of the provision of off site works as follows:  (a) bus stops and associated infrastructure  (b) cycle parking (within a radius of 8km from the site red line plan  (c) way finding signage  (d) Swanwick Station rail access improvements the details of such works to be identified through the Travel Plan;		Prior to Occupation of a specific number of units	135,777.50		Not due

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HCC Transport Contribution	Sch 3 P2 1 (b) 1st	The Owners covenant with the City Council and the County Council:  1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and  1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out In Column 1 of the table below Off Site Traffic management and capacity improvement	the sum of £400,000 (four hundred thousand pounds) payable to the County Council to be applied towards the capital costs of providing traffic management and/or capacity improvement measures at the following locations (a) Botley Village (b) Leafy Lane (c) Swanwick Lane (d) Segensworth Roundabout (e) Whiteley Way		Prior to Occupation of a specific number of units	200,000.00	30/09/20	Raised by HCC. Paid
HCC Transport Contribution	Sch 3 P2 1 (b) 2nd	The Owners covenant with the City Council and the County Council:  1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and  1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out In Column 1 of the table below Off Site Traffic management and capacity improvement	towards the capital costs of providing traffic management	750	Prior to Occupation of a specific number of units	200,000.00		Not due
HCC Transport Contribution	Sch 3 P2 1 c 1st	The Owners covenant with the City Council and the County Council:  1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and  1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out In Column 1 of the table below Off Site Traffic management and capacity improvement	the terms of this Agreement to the County Council In lieu of those		Prior to Occupation of a specific number of units	380,000.00		Optional if HCC decide to undertake works
Highway Works	Sch 3 P1 1 t14 - BW ext	Works to complete Bluebell way (between Bluebell Way and Western Site Access)		1075	Prior to occupation of 1,075 dwellings	0.01	29/01/21	Complete - will need to be adopted
Highway Works	Sch 3 P1 1 t15	Works to Curbridge Way		2780	Prior to occupation of 2,780 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t16	Creation of strategic recreational foot/cycleway western route		2345	Prior to occupation of 2,345 occupations	0.01		Agreed not to build for ecological reasons Deed of Variation to be entered into
Highway Works	Sch 3 P1 1 t17	Creation of strategic recreation foot/cycleway eastern route		1075	Prior to occupation of 1,075 dwellings	0.01		Not due monitor
o ,	Sch 3 P1 1 t8 - R1 imp	Whiteley Way/Rookery Avenue/Parkway (South) Junction (R1) improvements		1200	Prior to occupation of 1,200 dwellings	0.01		(note option for HCC to receive R1 Whiteley Way and A27 contribution). Monitor
•	WW widn	Whiteley Way widening and shared foot/cycleway proposals		1200	Prior to occupation of 1200 dwellings	0.01		(Note option HCC to take R1 Whiteley Way and A27 works contribution)
	- Bot cyc	Provision of Botley Road foot/cycleway Between the north of the Northern Site Access and Botley Station		50	Prior to occupation of 50 dwellings in Norrth	0.01		Started and recommenced September 2021 - due for completion Feb/March 2022
	- bot imp	A3051 Botley Road / A334 Mill Hill / A334 Station Road junction improvements		1710	Prior to occupation of 1,710 dwellings	0.01		Note option for HCC to accept payment of Botley Bypass Works contribution
•	-ww to sec	Works to complete works at Whiteley Way to serve the Secondary School within the Southern area		1500	Prior to occupation of 1,500 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1	Works to complete works at Whiteley Way reference location 1.12		1710	Prior to occupation of 1,710 dwellings	0.01		Not due - monitor

Highway Works		Works to A3051 Botley Road/Western Site Access Junction		1	1 Dwelling in the Southern	0.01	01/06/20	Works completed
Highway Works	WAJ Sch 3 P1 1 t3	Extension of Whiteley Way and site access to Whiteley		150	Area Prior to occupation of 150	0.01		Work commenced
Highway Works	Sch 3 P1 t4 - BB Way ext	Way/Bluebell Way roundabout  Extension of Bluebell Way		100	Dwellings  Earliest of 100 Dwellings or 12 months from transfer of PS1 (4-3-2020)	0.01	29/01/21	Complete. Will need to be adopted
Highway Works	Sch 3 P1 1 t5 - R2-R3 r/b	Whiteley Way/Whiteley Town Centre Roundabout (R2A) and R2 to R3 corridor improvements		1200	Prior to occupation of 1200 dwellings	0.01		Not due - monitor
Highway Works		Whiteley Way/Majoram Way Roundabout (R2) improvements		1200	Prior to occupation of 1200 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t7 - R1a imp	Whiteley Way/Parkway (North) Junction (R1A) improvements		1200	Prior to occupation of 1,200 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t1 - NAJ	Works to A3051 Botley Road/Northern Site Access Junction		1	1 Dwelling in the Northern Area	0.01	01/06/20	Complete - needs adoption and possible TRO
Highway Works	Sch 3 P1 1	Subject to paragraphs 4 and 5 of this Part of this Schedule, the Owners covenant with the City Council and the County Council not to Occupy or permit or cause to be Occupied more than the number of Dwellings as Indicated In Column 1 below until the Owners have entered into a Highways Agreement for the corresponding Highways Works described in Column 2 below and those Highways Works have been completed (as evidenced by a Certificate of Completion). The drawings referred to in Column 2 are appended at Appendix 13 (or in the case of the Reduced Works at Appendix 7)		0		0.01		Review with Highways progress of works
Highways Related Landscaping	Sch 5 Part 6	1 The Owners may Transfer each Highways Related Landscaping Area to the City Council upon the completion of the laying out of such Highways Related Landscaping Area and the expiry of a maintenance period undertaken at the Owners' expense sufficient to demonstrate satisfactory establishment and construction 2 The Owners covenant with the City Council to pay a Highways Related Landscaping Area Commuted Sum to the City Council upon the Transfer to the City Council of any Highways Related Landscaping Area	means the areas of landscaping adjacent to proposed adoptable highways which are to be provided pursuant to a Highways Agreement and which areas of landscaping will be transferred to and be maintained by the City Council (save for any street lighting and other highways apparatus in such areas of landscaping which will be maintained by the County Council) such areas of landscaping generally consisting of areas of verge street lighting drainage and trees between the carriageway and footway)/cycleway shown indicatively on the example plan shown on drawing no. 16659/2032/001 Rev C at Appendix 15 and the final details thereof to be confirmed with the County Council (acting reasonably) as highway authority through a Highways Agreement	0	On transfer of highways related landscaping land	10.12		10.12 per square metre to be transferred. Areas being shown on S38 plans.
Information	Sch 9 P10 - Occ mon rep	The owners shall submit to the City Council at not less than six monthly intervals following Occupation of the first Dwelling a written report of occupation		0	Six month intervals from 23- 12-2020	0.01		Occupation 23/12/19 report due every six months on occupation in each phase. Report 1 rcvd July 2020 Report 2 rcvd January 2021 Report 3 rcvd July 2021 Report 4 rcvd Jan 2022 Report 5 rcvd July 2022

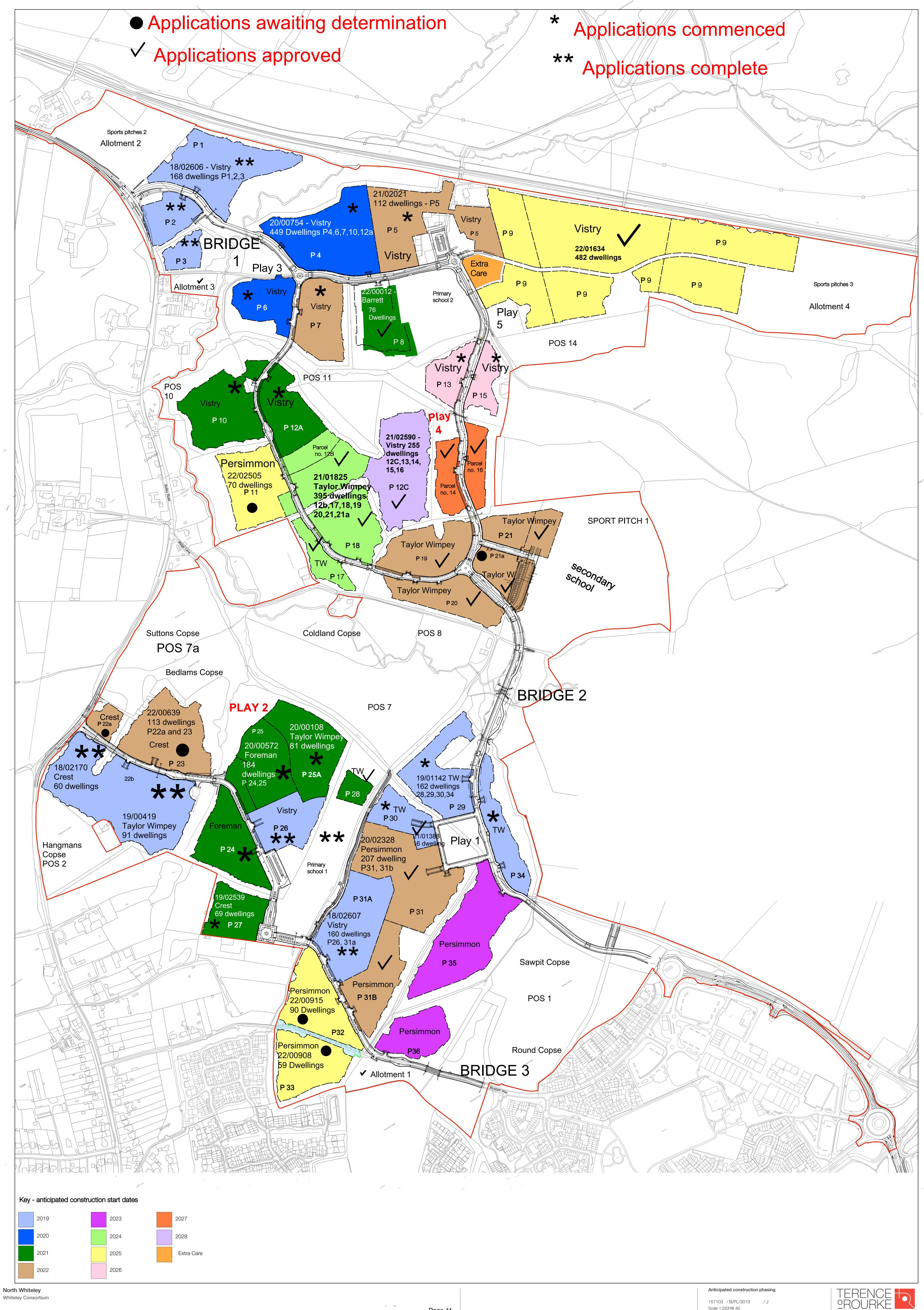
Landscape and Open Space	Sch 6 Part 6 2 High land	The owners covenant with the City Council to pay a Highways related Landscaping Area Commuted Sum to the City council upon the transfer to the City Council of any Highways related Landscaping area	a commuted sum payable by the Owners to the City Council upon the transfer of any Highways related landscaping Area to the City Council to be applied by the City Council to the future maintenance of such area calculated at the flat rate of £10.12 (ten pounds and twelve pence)per square metre which shall be index linked from the date of this agreement until the date of payment		Transfer of Land	10.12	10.12per metre for area transferred Monitor for transfer clause 1
Play Facilities	Sch 7 Part 1 2 Play 1 trs	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 1 £345,996 (three hundred and forty five thousand, nine hundred and ninety six pounds)	125	Prior to Occupation of a specific number of units	345,996.00	Play Area 1 delayed. Built out of the development different to envisaged. As allowed by S106 trigger to be changed. Currently play area in the middle of construction area. Application approved and work to commence by end of 2022
Play Facilities	Sch 7 Part 1 2 Play 2		the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 2 £123,568 (one hundred and twenty three thousand, five hundred and sixty eight pounds)	1710	Prior to Occupation of a specific number of units	123,568.00	Planning application for play area approved. Will be delivered earlier than 1710. Play area equipment installed awaiting completion of footpath being constructed from Bluebell Way. Expected end November 2022
Play Facilities	Sch 7 Part 1 2 Play 3	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 3 £148,568 (one hundred and forty eight thousand, five hundred and sixty eight pounds)	500	Prior to Occupation of a specific number of units	148,568.00	Application for play area approved. Built and in use but not yet handed over
Play Facilities	Sch 7 Part 1 2 Play 4	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 4 £272, 428 (two hundred and seventy two thousand, four hundred and twenty eight pounds)		Prior to Occupation of a specific number of units	272,428.00	Not due. Application required
Play Facilities	Sch 7 Part 1 2 Play 5	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 5 £148,568 (one hundred and forty eight thousand, five hundred and sixty eight pounds)	2345	Prior to Occupation of a specific number of units	148,568.00	Not due. Application required

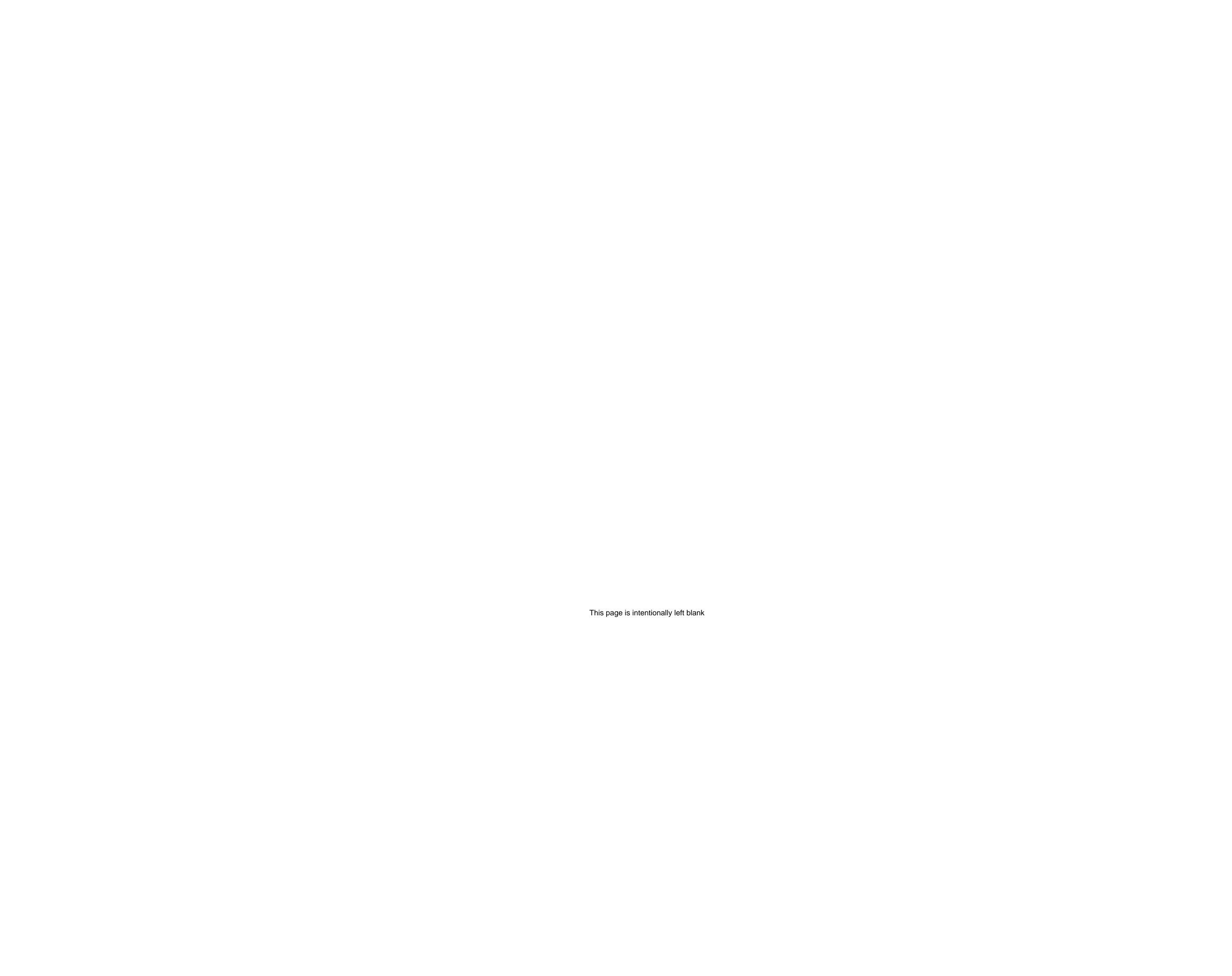
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POS - Sport	Sch 5 Part 8 1 1.1 to 1.5	1 in respect of sports pitch 1: 1.1 the City Council, having first consulted with the county Council, shall serve notice in writing on the owners that Sports Pitch 1 is either (i) to be constructed by the County Council as an integral part of the secondary school or (ii) to be constructed separately from the construction of the secondary school. 1.2 The notice to be served shall be served after the commencement date and before the payment of any contribution towards the construction of the secondary school 1.4 If the City Council serves notice that the construction of sports pitch 1 is to be undertaken separately from the construction of the secondary school, then the owners covenant that they will pay to the City Council the Sports Pitch 1 contribution prior to the occupation of 500 dwellings to enable the City council to procure the construction of Sports Pitch 1 and the City council will so procure the construction of Sports Pitch 1	pounds) towards he capital cost of construction of Sports Pitch 1	10		1,360,000.00	11/08/21	Decision made by WCC not to undertake construction separate to School.  Notification letters sent 11/08/2021 to consortium members
POS - Sport	Sch 5 pt 8 3 Pitch2/3 trs	Subject to any defects being made good as reasonably required by the City Council in accordance with paragraph 2.4 of this part of this schedule upon the expiry of the respective maintenance Period for sports pitch 2 and Sports Pitch 3 the Owners shall (i) Transfer sports pitch 2 and sports pitch 3 and (ii) pay the Sports Pitch 2 maintenance Sum and Sports Pitch 3 Maintenance Sum (as applicable) to the City Council or other such body or organisation nominated by it	Sports Pitch 2 Maintenance Sum: the sum of £220,576 (two hundred and twenty thousand five hundred and seventy six pounds) towards the future management and maintenance of Sports Pitch 2 payable upon the transfer of Sports Pitch 2 to the City Council	0	Transfer of Land	220,576.00		To be transferred After construction and maintenance period. Construction expected to commence by end 2022 for delivery 3/4th quarter 2023
POS - Sport	Sch 5 part 8 3	Subject to any defects being made good as reasonably required by the City Council in accordance with paragraph 2.4 of this part of this schedule upon the expiry of the respective maintenance Period for sports pitch 2 and Sports Pitch 3 the Owners shall (i) Transfer sports pitch 2 and sports pitch 3 and (ii) pay the Sports Pitch 2 maintenance Sum and Sports Pitch 3 Maintenance Sum (as applicable) to the City Council or other such body or organisation nominated by it	Sports Pitch 3 Maintenance Sum: the sum of £420,923 (four hundred and twenty thousand nine hundred and twenty three pounds) towards the future management and maintenance of Sports Pitch 3 payable upon the transfer of Sports Pitch 3 to the City Council	0	Transfer of Land	420,923.00		Not due - monitor
POS Maintenance Sum	Sch 6 Part 3 1 os trans	1. Subject to having rectified any defects and replaced any dead and/ or dying planting in accordance with paragraph 1.4 of Part 2 of this schedule, the owners covenant with the City Council to:  (a) Transfer the relevant Open Space Area (other than the ponds for adoption) to a management body (subject to paragraph 5); and  (b) pay the relevant proportion of the Open Space Area Maintenance Sum (including any sum relating to maintenance of a pond for adoption) to that management body  (c) Transfer any relevant pond for adoption within such Open Space Area to the City Council		0	Transfer of Land	6,696,793.00		Monitor for agreement

RETAIL	Sch 9 1 - Mkt Plan	The owners covenant with the City Council not to Occupy more than 750 Dwellings in the Northern Area Until:     1.1 A Northern Local Centre Marketing Plan has been submitted to and approved in writing by the City Council and 1.2 Services have been provided to the boundary of the land identified therein for the purposes of the Northern Local Centre (but not for the avoidance of doubt to the boundary of any individual building or plot	a marketing plan providing details of: (a) the location and boundaries of the Northern I ocal Centre comprising land sufficient to accommodate as part thereof the provision of the Northern Local Centre Uses; (b) a statement and illustrative layout plan demonstrating how the Northern Local Centre may be developed which may (following consultation with the City Council) be amended from time to time by the Owners in response to market demand; and (c) a Marketing Strategy for the Local Centre;	750	Prior to occupation of 750 dwellings	0.01		Planning application expected Decembe 2022
RETAIL	Sch 9 2 - Mkt Plan	The owners covenant with the City Council not to Occupy more than 500 Dwellings in the Souther Area Until:     1.1 A Southern Local Centre Marketing Plan has been submitted to and approved in writing by the City Council and 1.2 Services have been provided to the boundary of the land identified therein for the purposes of the Southern Local Centre (but not for the avoidance of doubt to the boundary of any individual building or plot	a marketing plan providing details of: (a) the location and boundaries of the Northern I ocal Centre comprising land sufficient to accommodate as part thereof the provision of the Northern Local Centre Uses; (b) a statement and illustrative layout plan demonstrating how the Northern Local Centre may be developed which may (following consultation with the City Council) be amended from time to time by the Owners in response to market demand; and (c) a Marketing Strategy for the Local Centre;	500	Prior to occupation of 500 dwellings	0.01		Submited
Solent Recreation Mitigation	Sch 6 Part 5 1 solent	1. The owners covenant with the City Council not to occupy or permit the occupation of any dwelling unless and until they have paid the Solent Recreation Mitigation Strategy Contribution to the City Council which payment is acknowledged to be sufficient to mitigate the impact of increased visitor pressure arising from the development on the Solent Special Protection Area and is in full and final settlement of the obligations of the Development to the Solent Recreation Mitigation Strategy	the sum of £261,870 (two hundred and sixty one thousand eight hundred and seventy pounds);	1	Prior to occupation	261,870.00	30/09/20	Invoiced Feb 20 - Paid
Travel Plan	Sch 3 P 3 1	Prior to first Occupation of any Dwelling to submit to the County Council for approval a Travel Plan in accordance with the Framework Travel Plan and subject always to paragraph 6 of this Part of this Schedule to Implement and comply with the requirements of the Travel Plan and to use all reasonable endeavours to achieve the targets set therein and to perform the tasks and measures by the targets set out therein, including (but not limited to) appointing a site wide Travel Pt.an Coordinator for the Travel Plan prior to first occupation and to retain the Travel Plan Coordinator for the duration of the construction period of the development and at least 5 (five) years thereafter	accordance with the provisions of the Framework Travel Plan and Public Transport Strategy (to include provision for bus services generally) as may be amended from time to time with the approval	0	Prior to occupation	0.01		Deed of Variation being negotiated for HCC to take role
Travel Plan	Sch 3 P3 2	Not to Occupy or permit Occupation of any Dwelling unless it has Implemented and complied with the requirements of the Travel Plan and appointed a Travel Plan Coordinator	the person so appointed pursuant to the Framework Travel Plan and/or the Travel Plan	0	Prior to occupation	0.01		Deed of variation being negotiated for HCC to take on role

Travel Plan Bond	Sch 3 P3	To lodge and maintain the Travel Plan Deposit to the County Council as follows:  (a) the sum of £1,137,376 prior to the Occupation of 1 Dwelling ("Part 1 Deposit");  (b) the sum of £1,893,750 prior to the Occupation of 500 Dwellings ("Part 2 Deposit"):  (c) the sum of £2,359,582 prior to the Occupation of 1,710 Dwellings ("Part 3 Deposit");  (d) the sum of £2,692,338 prior to the Occupation of 2,780 Dwellings ("Part 4 Deposit")	the aggregate total sum not exceeding £2,692,338 (two million, six hundred and ninety two thousand three hundred and thirty eight pounds) being a security deposit or acceptable bond security to be provided by the Owner in accordance with Schedule 3 Part 3:	1	Prior to Occupation of a specific number of units	1,137,376.00		Triggers Part 1 deposit 1 dwelling, Part 2 =500, Part 3 =1710 Part 4 = 2780 dwellings. Amount held increased change amount. Deed of variation being negotiated for HCC to take on role
Travel Plan Monitoring Fee	Sch 3 P3 5 a	to pay to the County Council on commencement the first instalment of the Travel Plan Auditing Fee In the sum of £1500 (one thousand five hundred pounds) and to pay the next instalment of £3000 (three thousand pounds) prior to first Occupation of any Dwelling and then to pay annual instalments in the sum of £3000 for 12 twelve years on the anniversary of first Occupation of any Dwelling	the sum of £40,500 (forty thousand five hundred pounds) payable by the Owners to the County Council;	0	On commencement	1,500.00		1,500 due on commencement. Deed of variation being negotiated for HCC to take on role
Travel Plan Monitoring Fee	Sch 3 P3 5 b	to pay to the County Council on commencement the first instalment of the Travel Plan Auditing Fee In the sum of £1500 (one thousand five hundred pounds) and to pay the next instalment of £3000 (three thousand pounds) prior to first Occupation of any Dwelling and then to pay annual instalments in the sum of £3000 for 12 twelve years on the anniversary of first Occupation of any Dwelling	the sum of £40,500 (forty thousand five hundred pounds) payable by the Owners to the County Council;	1	Prior to occupation	3,000.00		3,000 due prior to first occupation and then £3,000 for 12 years on the anniversary of first occupation. Deed of variation being negotiated for HCC to take on role
Travel Regulation Order	S3 P2 1.2 - TPO	Traffic Regulation Order (Bluebell Way Parking Restrictions) Contribution		1	Occupation of one dwelling	6,000.00	28/01/20	£6,69061 paid over to WCC 10.07.2020 as work to be undertaken by traffic team - paid into traffic income code. Work undertaken
Waste Recycling Centre	Sch 5 P6	1 The. Owners covenant with the County Council: 1.1 not to Occupy or permit the Occupation of more than 500 Dwellings unless and until the first instalment of the Waste / Recycling Centre Contribution has been paid to the County Council; 1.2 not to Occupy or permit the Occupation of more than 1500 Dwellings unless and until the second instalment of the Waste/ Recycling Centre Contribution has been paid to the County Cuncil; and 1.3 not to Occupy or permit the Occupation of more than 2500 Dwellings unless and until the third instalment of the Waste/ Recycling Centre Contribution has been paid to the County Council. 2 The County Council covenants with the Owners to apply the Waste/Recycling Centre Contribution only towards the capital costs of the provision of the Waste/Recycling Centre	the sum of £85,500 (eighty five thousand five hundred pounds) to be paid In three Instalments as follows: First instalment £30, 500 (thirty thousand five hundred pounds) second instalment £30,000 (thirty thousand pounds) third instalment £25,000 (twenty five thousand pounds);	500	Prior to occupation of 500 dwellings	85,500.00		First payment invoiced by HCC June 2022
Whiteley Pastures SSSI	Sch 6 P4 Whit SSI	The Owners covenant with the County Council to pay the Whiteley Pastures SSSI Contribution to the County Council on commencement of development	the sum of £127,993.00 (one hundred and Twenty seven thousand nine hundred and ninety three pounds) towards the capital costs of the works and measures identified within tl1e Whiteley Pastures SSSI Schedule;	0	Prior to Commencement	127,993.00	22/07/19	Total paid to HC £140,812.01

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**APPENDIX 3 - OCCUPATION SCHEDULE - JANUARY 2023** 

						Hou	sing Occup	ations
Applic.	Developer	Parcel	Nos	Approved	Date	Started	Complete	Occupied
					Approved			
18/02170	Crest	22b	69	69	26/07/2019	69	69	69
18/02606	Bovis	1, 2, 3	168	168	31/05/2019	168	168	168
18/02607	Bovis	26, 31A	160	160	12/04/2019	160	160	160
19/00419	Taylor Wimpey	22b e	91	91	28/05/2019	91	91	91
19/01142	Taylor Wimpey	29, 34	182	182	08/11/2019	182	150	150
19/02539	Crest	27	59	59	20/11/2020	65	37	37
20/00108	Taylor Wimpey	25A	81	81	27/11/2020	71	0	0
20/00572	Foreman Homes	24, 25	187	187	24/03/2021	171	0	0
20/00754	Vistry	4,6,76,10,12	449	449	13/11/2020	377	200	200
20/02328	Persimmon	31, 31b	207	207	13/08/2021	82	19	19
21/01388	Taylor Wimpey	Part 30	16	16	21/03/2022	16	0	0
21/01825	Taylor Wimpey	12b, 17, 18, 19,	395	395	22/07/2022	0	0	0
		20, 21 and 21a						
21/02021	Vistry (Drew Smith)	5	112	112	05/11/2021	20	12	12
21/02590	Vistry	12C,13,14,15,1	255	255	13/06/2022	12	0	0
		6						
22/00012	Barrett	8	76	76	08/04/2022	67	0	0
22/00639	Crest	23	113			0	0	0
22/00908	Persimmon	33	59			0	0	0
22/00915	Persimmon	32	90			0	0	0
22/01634	Vistry	9	482	482	23/12/2022	0	0	0
22/02505	Persimmon	11	70					
		•	3321	2989		1551	906	906

North Whiteley as at January 2023

Outline approved	3500
<b>Dwellings Approved</b>	2989
Dwellings Under	332
consideration	
Total applied for	3321
To be applied for	179

Under construction	645
Occupied	906





customer services

0345 646 0707

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correct at time of print: December 2022



#### Fareham | Park Gate | Whiteley | North Whiteley | Botley Train Station

clean

Monday to Fridays not including public holidays

	Service No	28	28	28	28A								
	Fareham Bus Station Stand B	06:20	06:50	08:00	09:05	10:05	11:05	12:05	13:05	14:25	15:25	16:25	18:15
	Highlands Post Office	06:28	06:58	08:08	-	-	-	-	-	-	-	-	-
	Greyshott Avenue Shops	-	-	-	09:15	10:15	11:15	12:15	13:15	14:35	15:35	16:35	18:25
	Office For National Statistics	06:39	07:09	08:19	09:25	10:25	11:25	12:25	13:25	14:45	15:45	16:45	18:35
	Park Gate	06:48	07:18	08:27	09:34	10:34	11:34	12:34	13:34	14:54	15:54	16:54	18:44
₹	Swanwick Station	06:52	07:20	08:29	09:38	10:38	11:38	12:38	13:38	14:58	15:58	16:58	18:48
	Whiteley Solent Hotel	07:00	-	08:37	09:46	10:46	11:46	12:46	13:46	15:06	16:06	17:06	18:56
	Curbridge Horse & Jockey	07:10	-	08:47	09:56	10:56	11:56	12:56	13:56	15:16	16:16	17:16	19:06
	North Whiteley Skipper Road	07:14	-	08:50	09:58	10:58	11:58	12:58	13:58	15:18	16:18	17:18	19:08
₹	Botley Station	07:20	-	-	-	-	-	-	-	-	16:24	-	19:14
	Service No	28A	28	28	28	28A							
₹	Botley Station	-	07:45	-	-	-	-	-	-	-	16:45	-	19:20
	North Whiteley Skipper Road	06:51	07:51	09:03	10:03	11:03	12:03	13:03	14:03	15:25	16:51	17:25	19:26
	Curbridge Horse & Jockey	06:53	07:54	09:05	10:05	11:05	12:05	13:05	14:05	15:27	16:55	17:27	19:29
	Whiteley Solent Hotel	07:02	08:03	09:14	10:14	11:14	12:14	13:14	14:14	15:36	17:04	17:36	19:38
₹	Swanwick Station	07:10	08:11	09:22	10:22	11:22	12:22	13:22	14:22	15:44	17:12	17:44	19:46
	Park Gate	07:14	08:13	09:26	10:26	11:26	12:26	13:26	14:26	15:48	17:16	17:48	-
	Office For National Statistics	07:23	08:20	09:35	10:35	11:35	12:35	13:35	14:35	15:57	17:25	17:57	-
	Highlands Post Office				-	-	-	-	-	16:08	17:36	18:08	-
	Greyshott Avenue Shops	07:32	08:29	09:44	10:44	11:44	12:44	13:44	14:44	-	-	-	-
	Fareham Rus Station	07.43	08.40	09.55	10.55	11.55	12.55	13.55	14.55	16.15	17.43	18.15	

#### Saturdays

Service No	28A						
Fareham Bus Station Stand B	09:05	10:05	11:05	12:05	13:05	15:35	17:35
Greyshott Avenue Shops	09:15	10:15	11:15	12:15	13:15	15:45	17:45
Office For National Statistics	09:25	10:25	11:25	12:25	13:25	15:55	17:55
Park Gate	09:33	10:33	11:33	12:33	13:33	16:03	18:03
Swanwick Station	09:35	10:35	11:35	12:35	13:35	16:05	18:05
Whiteley Solent Hotel	09:43	10:43	11:43	12:43	13:43	16:13	18:13
Curbridge Horse & Jockey	09:53	10:53	11:53	12:53	13:53	16:23	18:23
North Whiteley Skipper Road	09:55	10:55	11:55	12:55	13:55	16:25	18:25

	Service No	28A							
	North Whiteley Skipper Road	07:51	09:03	10:03	11:03	12:03	13:03	14:03	16:31
	Curbridge Horse & Jockey	07:53	09:05	10:05	11:05	12:05	13:05	14:05	16:33
	Whiteley Solent Hotel	08:02	09:14	10:14	11:14	12:14	13:14	14:14	16:42
₹	Swanwick Station	08:10	09:22	10:22	11:22	12:22	13:22	14:22	16:50
	Park Gate	08:12	09:24	10:24	11:24	12:24	13:24	14:24	16:52
	Office For National Statistics	08:19	09:31	10:31	11:31	12:31	13:31	14:31	16:59
	Greyshott Avenue Shops	08:28	09:40	10:40	11:40	12:40	13:40	14:40	17:08
	Fareham Bus Station	08:39	09:51	10:51	11:51	12:51	13:51	14:51	17:19

turn over for route map

This service does not operate on Sundays



# Now serving North Whiteley!

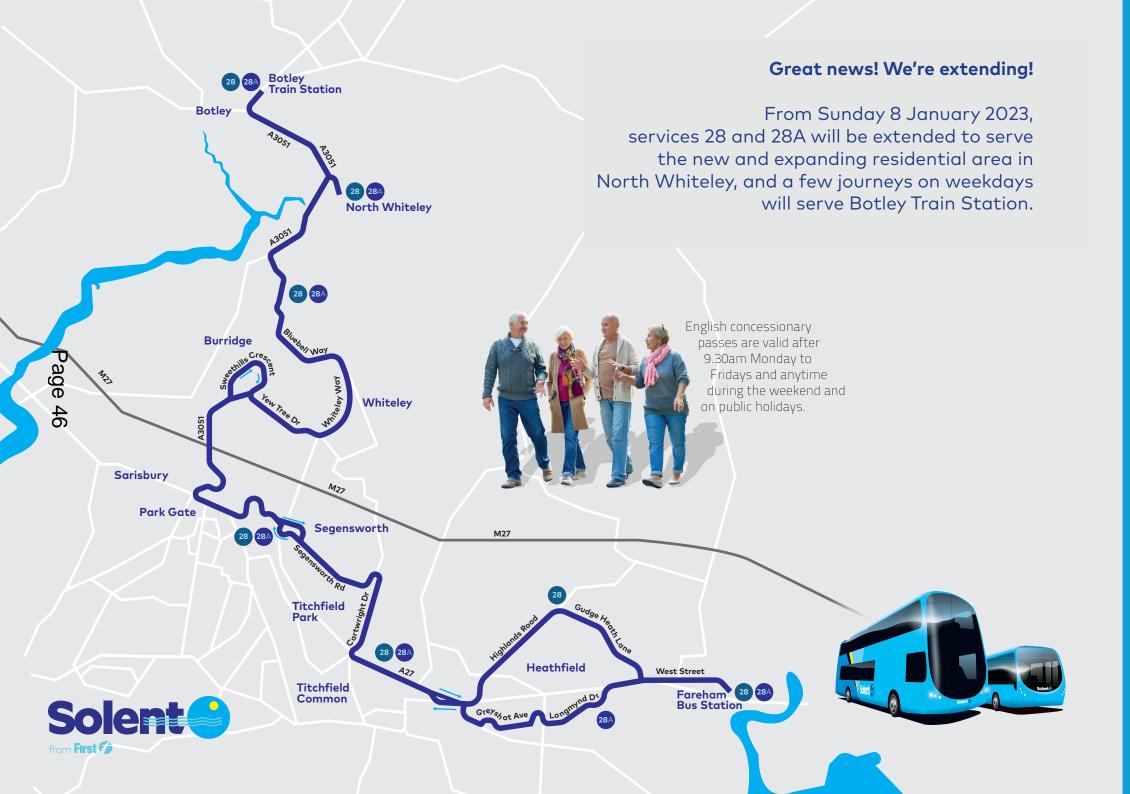


timetable and map

from 9 January 2023



firstsolent.co.uk



## **NEW Flexible Day Ticket Bundles**

Introducing our new Flexible
Day Ticket bundles on the
First Bus app offering a solution
to suit hybrid working and the
end of the traditional commute!

How does it work? As an example, if you currently purchase a monthly ticket but do not travel every day, you can now save money by purchasing a 20-in-40 ticket bundle. You can then travel for 20 days within a 40 day period.

Check out our new bundles below.

	Portsmouth zone	<b>Hampshire</b> zone	<b>Eclipse</b> zone
<mark>3-in-5</mark>	£ <b>12.00</b>	£ <b>20.00</b>	£ <b>13.80</b> period
tr	Tavel for 3 days	within a 5 day	
<b>5-in-7</b> tr	£ <b>17.00</b> Tavel for 5 days	£ <b>25.00</b> within a 7 day	£ <b>19.50</b> period
<b>6-in-20</b>	£ <b>23.45</b>	£ <b>39.60</b>	£ <b>27.20</b>
tro	avel for 6 days v	vithin a 20 day	y period
<mark>10-in-20</mark>	£ <b>38.00</b>	£ <b>54.00</b>	£ <b>40.40</b>
tro	Ivel for 10 days	within a 20 dc	ny period
<b>12-in-40</b>	£ <b>45.50</b>	£ <b>70.00</b>	£ <b>50.20</b>
tro	avel for 12 days v	within a 40 do	y period

To see our full range of fares from 4 December 2022, visit **firstsolent.co.uk/fares** 

**£100.00** 

**£82.00** 

20-in-40 £66.00