

21/01882/FP – Land East of Rhee Spring and Orwell View, Baldock

Update 1

The HCC Growth and Infrastructure team have confirmed that they have no objection to the proposed Heads of Terms payments (as set out in paragraphs 4.3.41 and 4.3.42 of the report) provided the requirement to re-assess viability, and additional contributions are met subject to the viability review, is part of the S106 Legal Agreement.

(Officer note – paragraph 4.3.42 sets out that a claw-back clause in the S106 is mandatory).

Update 2

The agent has requested minor alterations to conditions 8 and 11. The amended wording of these conditions now reads (the changed wording is underlined):

Condition 8:

The approved details of landscaping shall be carried out before the end of the second planting season following either the first occupation of any of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced during the next planting season with others of similar size and species, unless the Local Planning Authority agrees in writing to vary or dispense with this requirement.

(Officer note – the reason for this change is that the build time for the dwellings may extend past the first planting season).

Condition 11:

Prior to occupation, each of the market or shared ownership dwellings shall incorporate one Electric Vehicle (EV) ready domestic charging point and each of the affordable rented dwellings shall incorporate a passive EV charging point and it shall thereafter be retained.

(Officer note – the reason for the change is that the RSL Settle does not want EV points for affordable rented homes and refuses these).