To: Parkland working Group

BRIEFING NOTE

Land north of Highfield Drive – Landscape and Ecological Management Plan:

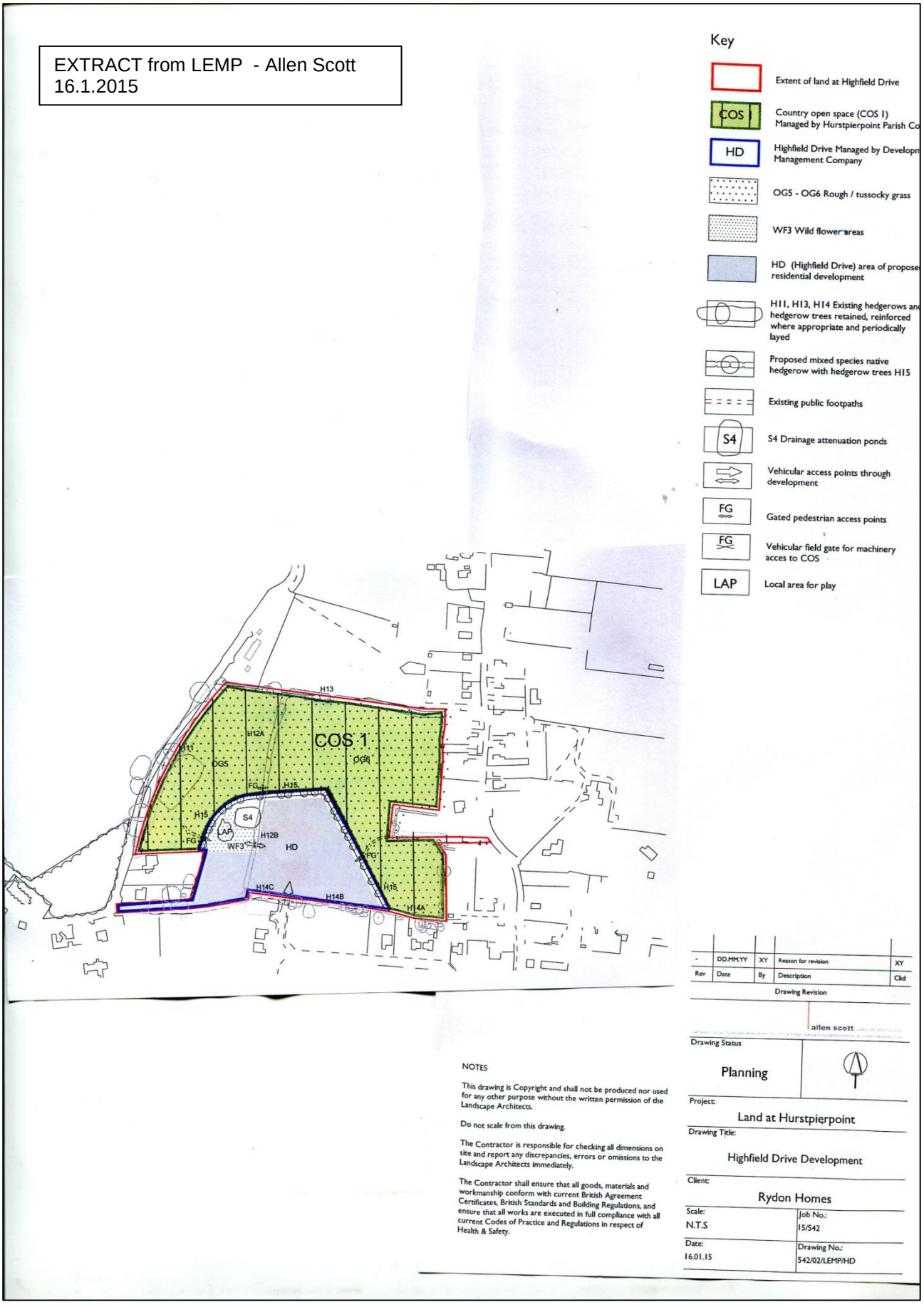
1. Background: The Working Group is asked to consider the proposed Plan, and make a recommendation to Council for its approval.

The s106 planning Agreement for the Highfield Drive development (17 houses) provides for the transfer of approximately 9 Ac of farmland to the Parish Council, together with a commuted sum of £97,599, paid in stages. The land is to be prepared as public parkland in accordance with an agreed plan, which is based on the outline plan which accompanied the planning application. The proposed Plan (LEMP) is now submitted by Rydon Homes, which covers both the Highfleld Drive (COS1) and Little Park (COS 2) elements. At this stage only COS1 is relevant.
(Ref: LEMP for proposed development on land north of Highfield Drive, Hurstpierpoint – Allen Scott 16.1.2015)

The key obligations of the s106 Agreement are: (HP = Parish Council):

S106 ref	Item	Sum	Notes	
7.1.	Country Open space 1 (Highfield Drive)		To be offered to HP before commencement of construction. HP to accept within 6 months Transfer to HP within 3 months	
7.6		£97,599	50% of sum to be transferred on completion of transfer. 50% of sum to be transferred prior to completion of 6th market house.	
7.9	Preparatory works		To be completed by HP within 12 months of transfer of land. To the satisfaction of MSDC.	

EXTRACT from LEMP - Allen Scott 16.1.2015



2. Preparation works: Under the terms of the Agreement the Parish Council is required to carry out the works within 12 months of the land being transferred. The proposed works on COS1 comprise:
(Reference is made to the layout Plan and the following table, extracted from the LEMP (para 4.1).

COS 1 HIGHFIELD DRIVE : OUTLINE SCHEDULE OF WORKS			
ELEMENT	**DESCRIPTION**	**LOCATION**	**PURPOSE**
HARDWORKS			
Footpaths.	Bound footpath.	New section of footpath linking existing track between No 34 and No 36 College Lane with the eastern boundary of the residential development. New section of footpath linking the western boundary of the Highfield Drive development with COS1.	To promote pedestrian connectivity between the **COS 1**, new residential development and wider countryside.
FURNITURE			
Benches.	Timber benches.	Throughout on footpath routes.	
Litter Bins.	Timber litter bins with liner	At entrances / exits to **COS 1** and adjacent to benches.	
Dog Bins.	GRP Dog bins	At footpath entrances / exits to **COS 1**.	
Vehicular Gates.	Timber field gates	At the southern end of hedgerow **H12A**.	To allow maintenance vehicle access between the eastern field **OG5** and western field **OG6**.
Finger Posts.	Timber directional signage.	At entrances and exits to **COS 1** and primary footpath intersections.	To improve wayfinding and connection between Hurstpierpoint, Highfield Drive, **COS1**, **COS 2** and the wider countryside.
SOFTWORKS			
Hedgerow **H11, H12A, H1, H14A**.	New indigenous species reinforcement planting.	To northern, eastern and western and southern boundaries to **COS 1** and dividing hedgerow between the two fields.	To reinforce and strengthen existing hedgerows.
Mown Paths.	Mown paths within tussocky open grassland.	Circuitous route to western field and link to St George's Lane. Link from new footpath extension to the western field.	Informal footpath network to link the new residential development to the **COS 1**, wider urban context and countryside. Circuitous routes to promote pedestrian use of the **COS 1** and accommodation of desire lines that will establish naturally over time.

It has previously been estimated that 25% of the commuted sum, about £24,000, would meet the costs of the preparatory works. The remainder would be allocated as a reducing sum over 20 years for the ongoing maintenance.

3. Ongoing maintenance: The maintenance requirements are detailed in the following table (extracted from the LEMP 6.1.1):

LOCATION/ELEMENT	DESCRIPTION	FREQUENCY	TIMING	NOTES	ACTION
INSPECTION AND REPORTING					
NOTE: Reports arising from inspections should be issued to the organisation(s) responsible for the implementation of the LEMP for action as necessary, including the Local Planning Authority at agreed intervals. Third party organisations / agencies may require consulting.					
Whole Site All fencing, gates, site furniture and signage.	To ensure it is secure, safe and legible and identify any vandalism issues.	6 x per annum minimum.	Regularly throughout the year.	Potential vandalism may include graffiti, physical damage and flytipping, unauthorized access of dogs into play area, damage to play equipment etc.	DMC LPF/HD HPP & SC PC COS 1/COS 2
Whole Site Bat and Bird Boxes.	Check state of repair and status.	Annual.	Autumn.	Bat boxes need to be inspected by a licensed operative. Bird boxes to be checked / cleaned outside the bird breeding season (March-July inclusive).	DMC LPF/HD HPP & SC PC COS 1/COS 2
	Clean out and repair.	Annual.	Autumn.		
Whole Site	General status inspection.	Biannual.	Spring and Autumn.	Inspection of all new and existing grass and planted areas to ensure that the objectives set out in the LEMP are being achieved.	DMC LPF/HD HPP & SC PC COS 1/COS 2
Whole Site Tree and shrub planting.	For health and safety.	Biannual.	Spring and Autumn.	And also after any extreme weather events.	DMC LPF/HD HPP & SC PC COS 1/COS 2
	Arboricultural works as necessary to ensure continued health and safety of trees.	Periodic.	Throughout the year as necessary.	To be carried out by a contractor approved by the Arboricultural Association. Vegetation removal to be undertaken outside the bird breeding season (March-July inclusive) or overseen by a suitably qualified ecologist.	
	Inspection of bat roosts and/or bat emergence survey prior to any tree works.	Periodic.	Throughout the year as necessary.	To be carried out by a licensed ecologist.	

It is estimated that approximately £3,500 pa (at present costs) is available from the fund, assuming 2% inflation and 2% interest, depreciated over 20 years.

4. Land transfer: In accordance with the s106 Agreement, it is expected that the developer and landowners (the other parties) will shortly offer the land to the Council. It is suggested that the offer is accepted, such that the proposals of the Neighbourhood Plan (Policy Amenities HurstHA1) are implemented. It is further suggested that the Council's retained solicitors are appointed to act for the Council in the transfer of land.

5. Works contracts: It is suggested that contracts are let for the Preparatory Works and for the Ongoing Maintenance, by competitive tender. The Parish Office will produce contract documents, based on the schedules detailed above.

RECOMMENDATIONS to Council:
(1) The LEMP for the Parkland at Highfield Drive, Hurstpierpoint (COS1) is approved and the developer Rydon Homes is advised accordingly.
(2) That the offer of freehold transfer of land (COS1) is accepted, in accordance with the s106 Agreement, and that the Council's retained solicitor is instructed to act for the Council in the transfer.
(3) That contracts are prepared and tenders invited for the Preparatory Works and the Ongoing Maintenance for COS1.

Stephen Hoyles
CLERK TO THE COUNCIL
9 June 2015