

Note on Inspector's points

Main UU

1. The BCA definition has been removed.
2. The County Council has provided the attached report detailing justification for the Monitoring Contribution.
3. Plan 3 does not include the access road but will be renumbered Plan 2 and attached. The existing plan 2 showing the BCA is not needed in the main UU and won't be included.
4. The definition of Intermediate Housing Units is as we understand it the Council's preferred wording and we have no objection to it.
5. We understand that the Council will be preparing a justification for the level of AH sought but we understand this to be the policy requirement.
6. The reference to "Flat Rate" in the Bird Aware Solent Contribution has been removed.
7. We understand that the County Council will provide further information regarding Schedules 4-6 but their comments so far in respect of those schedules are as follows -
 - (vi) "Schedule 4 education – the to pay obligation is an obligation under s106(1)(d). The not to do obligation is an obligation under S106(1)(a). The s106(1)(a) obligation is enforceable by injunction under S106(5). S106(1)(a) obligation to pay is not enforceable by injunction under S106(5) as damages are an adequate remedy. The 'to pay' obligation can be enforced by a debt claim only. We need to express the obligations in those ways to be able to rely upon all legal remedies in the event of breach. This is how planning obligations are usually secured in the best interests of the Councils.
 - (vii) Schedule 5 – countryside obligations in paras 1 and 2 – see comment above under para (vi)
 - (viii) Schedule 6 – Travel Plan Bond: the purpose is to secure the delivery of the obligations under the approved travel plan. If the obligations are not delivered, then HCC can call on the bond to cover the cost to HCC for delivering the Travel Plan obligations.

BCA UU

1. The reference to Owner in Clause 6.2.2 includes successor's in title by virtue of clause 2.5.
2. Conditions 13 and 14 in the proposed list of conditions deal with the approval of the BCA Scheme and the BCA Monitoring Scheme.
3. In paragraph 1.3 of Schedule 1 there is a restriction of Development (with the exception of any works that need to be done for the provision of the BCA itself) until the BCA has either been transferred to the HIWWT, the RSPB, such other body as may be agreed with FBC, or if that is not possible, it will be transferred to a Management Company

4. With regard to use of the Commuted Sum, the party that inherits the BCA will be liable to maintain it in accordance with the Monitoring Scheme and will have the benefit of the Commuted Sum to do so. Failure to comply can be enforced by the Council in the normal way pursuant to Section 106.