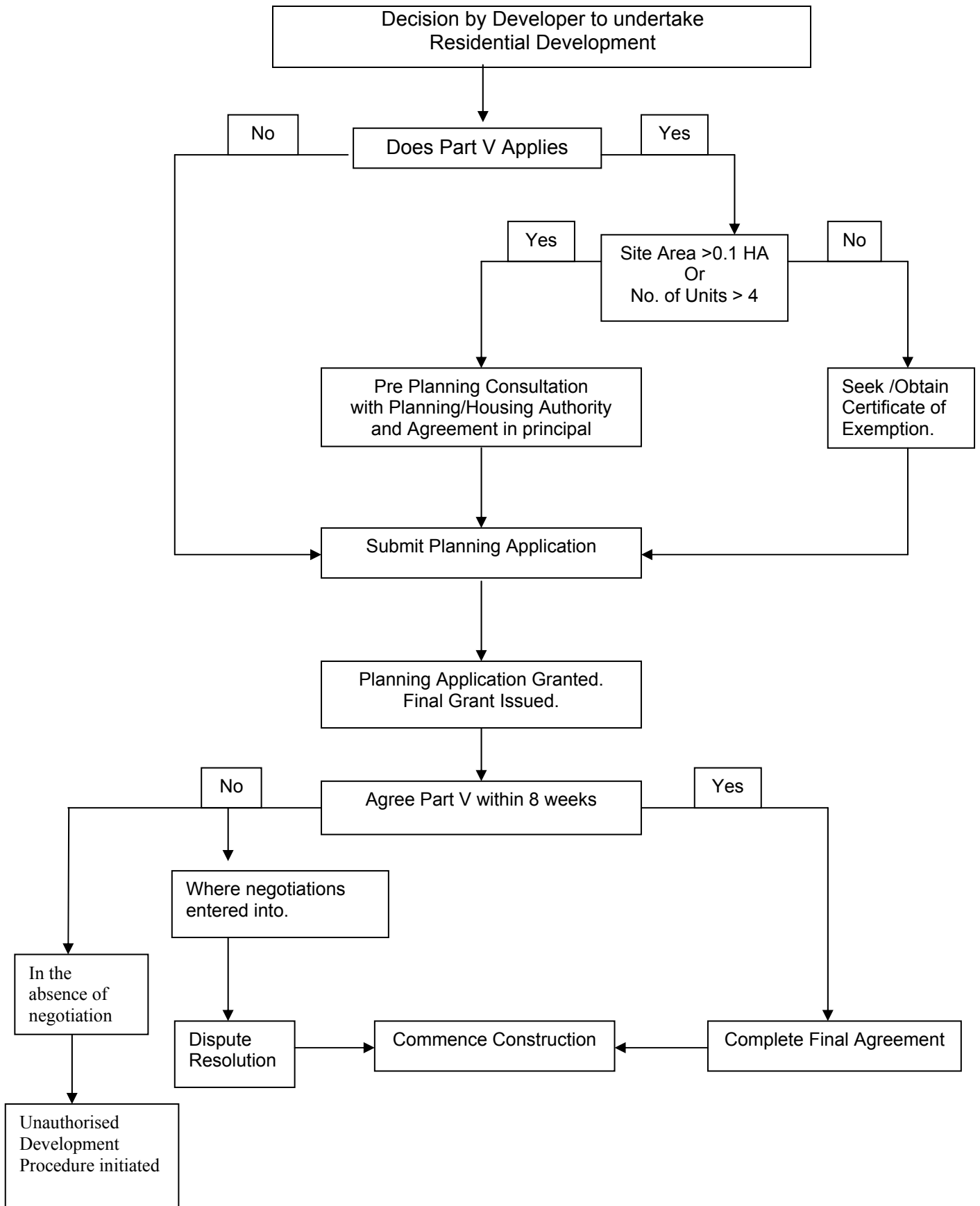


# APPENDIX I: PART V PROCESS



# APPENDIX II

## Compensation Costs

This table is used as a summary reference only. Developers will be asked to submit a detailed breakdown on the building and attributable costings for the units on offer.

<b>1. Compensation for Land –</b> calculated at existing use value	
<b>2. Building and attributable development costs</b>	
2.1 Substructure	
2.2 Superstructure	
2.3 External Works ( <i>within house site</i> )	
2.4 Site Development	
2.5 Abnormal Works	
2.6 Indirect Project Costs ( <i>prelim. &amp; insurance</i> )	
2.7. Profit	
<b>SUB-TOTAL</b>	
VAT @ 13.5%	
<b>TOTAL BUILDING &amp; ATTRIBUTABLE DEVELOPMENT COSTS</b>	
<b>3. Design Team Fees (Architects, Engineers, Planners, QS., etc)</b> (incl. VAT)	
<b>4. Development Levies – Social &amp; Affordable is exempt</b>	
<b>5. Financing Costs</b>	
<b>TOTAL COMPENSATION SOUGHT</b>	

# Appendix III

## Sample Part V Pre-Planning Statement of Understanding

Name of Developer: ..... Ref. No.: .....

Site Address of Planning Application: .....

.....  
.....

### Statement of Pre-Planning Understanding

Please indicate the agreed option for compliance with Part V:

- a. Housing Units on application site/elsewhere
- b. Fully/partially serviced sites
- c. Land
- d. Monetary Contribution

In order to enable the processing of the planning application to proceed, the following has been agreed, subject to completion of the Final Part V Agreement for compliance with Part V of the Planning and Development Act 2000 as amended by the Planning and Development (Amendment) Act 2002. It should be noted that development must not commence before the Final Part V Agreement is signed by Sligo Local Authorities and the planning applicant, otherwise, the development is not in compliance with any Planning Permission granted.

In accordance with the Planning and Development Act 2000 as amended by the Planning and Development (Amendment) Act 2002, it is agreed to transfer the following:

#### Option A – Housing Units

Housing Units on application site

Housing Units on alternative site  
(Specify alternative site address) \_\_\_\_\_

\_\_\_\_\_

Total No. of Housing Units proposed: \_\_\_\_\_

Total Transferable to Sligo Local Authorities \_\_\_\_\_

Total No. of Social Housing Units: \_\_\_\_\_

Unit Type \_\_\_\_\_ 1bed \_\_\_\_\_ 2bed \_\_\_\_\_ 3bed \_\_\_\_\_ 4bed

Cost /Unit \_\_\_\_\_ 1bed \_\_\_\_\_ 2bed \_\_\_\_\_ 3bed \_\_\_\_\_ 4bed

Total no. of Affordable Housing units: \_\_\_\_\_

Unit Type    \_\_\_\_ 1bed    \_\_\_\_ 2bed    \_\_\_\_ 3bed    \_\_\_\_ 4bed

Cost/Unit    \_\_\_\_\_ 1bed    \_\_\_\_\_ 2 bed    \_\_\_\_\_ 3 bed    \_\_\_\_\_ 4 bed

- Exact location of social and affordable housing as per the attached site location map (Scale:1:2500 or 1:1000)
- Preliminary site layout plan of Social & Affordable housing as per attached drawing (Scale: 1:500)

*Note: The total no. of units transferred and the cost to Sligo Local Authorities may differ in the final agreement.*

### Option B –Land

Land on application site

Land on alternative site  
(Specific alternative address) .....

---

Total area of application site: \_\_\_\_\_

Total area of Site to be transferred to Sligo Local Authorities \_\_\_\_\_

Cost of site to be transferred: \_\_\_\_\_

- Exact location of the Social and Affordable housing as per attached site location map (Scale: 1:2500 or 1:1000)
- N.B. - Please outline the overall site in red and outline the Social and Affordable site in blue

### Option C –Fully/Partially Serviced Sites

On application site

On Alternative Site (Specify location)

---

Total No. of sites on overall development: \_\_\_\_\_

Total No. Social/Affordable Housing Sites to be transferred: \_\_\_\_\_

No. Fully Serviced

No. Partially Serviced

Aggregate Area of Sites: \_\_\_\_\_

Cost of Sites: \_\_\_\_\_

- Exact location and area of all sites are detailed on the attached preliminary site layout drawing (Scale: 1:500)
- N.B. - Please outline the overall site in Red. and outline the serviced sites in Blue.

SIGNED: \_\_\_\_\_  
**Planning Applicant**

SIGNED: \_\_\_\_\_  
**Sligo Local Authorities**

# Appendix IV

## Sample Part V Formal Agreement

### Form of Agreement 1 –Purchase of Affordable or Social Houses

Part V Planning and Development Act, 2000-2002

Name of Developer:

Sligo County Council/Sligo Borough Council

Planning Reference Number: PI \_\_\_\_/\_\_\_\_ Condition Number: \_\_\_\_\_

The Agreement set out hereunder has been negotiated between  
\_\_\_\_\_ (hereinafter called the developer)

and Sligo County Council/Sligo Borough Council (hereinafter called the Council)  
in compliance with condition number \_\_\_\_\_  
of Planning Permission Number PI \_\_\_\_/\_\_\_\_\_

It is hereby agreed between the parties as follows:

The Developer shall undertake to:

- (a) transfer \_\_\_\_\_ number completed dwelling units to Sligo Local Authorities or their nominees for an agreed all in price of € \_\_\_\_\_,
- (b) transfer house numbers \_\_\_\_\_ as set out on drawing no. \_\_\_\_\_ (attached)
- (c) construct house numbers \_\_\_\_\_ in accordance with the plans and specifications set out on drawing no. \_\_\_\_\_ and specification marked \_\_\_\_\_ (attached)
- (d) pay all development levies and charges in respect of the \_\_\_\_no. houses to be transferred as set out in condition nos. \_\_\_\_\_ of PI \_\_\_\_/\_\_\_\_\_
- (e) ensure adequate supervision by a suitably qualified Architect/Engineer with professional indemnity insurance during the course of construction to ensure compliance with planning conditions and the building regulations
- (f) submit certificate of compliance with the conditions of planning permission and the building regulations upon completion of the houses to be transferred.
- (g) submit details of phasing of development

- (h) submit details of management/maintenance agreement
- (i) submit safety file on completion of dwellings

The Council shall undertake to:

- (a) acquire (demand permitting) house numbers \_\_\_\_\_ as affordable housing units for an agreed price of € \_\_\_\_\_ each,
- (b) allocate the affordable housing units in accordance with the Scheme of Priorities for the Allocation of Affordable Housing

It is further agreed between the parties that:

- (a) should the developer dispose of his interest in the site the subject of PI\_\_\_/\_\_\_ this agreement will be binding on the purchaser and any subsequent purchasers
- (b) should there be no demand for affordable housing in the this area, Sligo Local Authorities can exercise the right to purchase house numbers \_\_\_\_\_ at the affordable house rate for the purposes of social housing
- (c) no deviation from the above agreement is acceptable unless it is jointly agreed in writing between the Developer and the Sligo Local Authorities

Signed by the Developer \_\_\_\_\_

In the presence of \_\_\_\_\_

Signed on behalf Sligo Local Authorities by \_\_\_\_\_

In the presence of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

## Form of Agreement 2 –Transfer of partially or fully serviced sites

*Part V Planning and Development Act, 2000-2002*

Name of Developer:

Sligo County Council/Sligo Borough Council

Planning Reference Number: PI \_\_\_\_/\_\_\_\_ Condition Number: \_\_\_\_\_

The Agreement set out hereunder has been negotiated between  
\_\_\_\_\_ (hereinafter called the developer)

and Sligo County Council/Sligo Borough Council (hereinafter called the Council)  
in compliance with condition number \_\_\_\_\_  
of Planning Permission Number PI \_\_\_\_/\_\_\_\_\_

It is hereby agreed between the parties as follows:

The Developer shall undertake to:

- (a) transfer \_\_\_\_\_ number completed partially/fully serviced sites to Sligo Local Authorities or their nominees for an agreed all in price of € \_\_\_\_\_,
- (b) transfer partially/fully serviced sites \_\_\_\_\_ as set out on drawing no. \_\_\_\_\_ (attached)
- (c) construct services to sites \_\_\_\_\_ in accordance with the plans and specifications set out on drawing no. \_\_\_\_\_ and specification marked \_\_\_\_\_ (attached)
- (d) pay all development levies, if applicable, and charges in respect of the \_\_\_\_no. sites to be transferred.
- (e) ensure adequate supervision by a suitably qualified Architect/Engineer with professional indemnity insurance during the course of construction to ensure compliance with planning conditions and the building regulations
- (f) submit certificate of compliance with the conditions of planning permission and the building regulations upon completion of the sites to be transferred.

The Council shall undertake to:

- (a) acquire (demand permitting) site no.s \_\_\_\_\_, or nominate persons/bodies to whom the developer must sell the sites for an agreed price of € \_\_\_\_\_ each.

It is further agreed between the parties that:

- (a) should the developer dispose of his interest in the site the subject of PI \_\_\_\_/\_\_\_\_ this agreement will be binding on the purchaser and any subsequent purchasers

(b) no deviation from the above agreement is acceptable unless it is jointly agreed in writing between the Developer and the Sligo Local Authorities

Signed by the Developer \_\_\_\_\_

In the presence of \_\_\_\_\_

Signed on behalf of Sligo Local Authorities by \_\_\_\_\_

In the presence of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

**Form of Agreement 3 – Compensation in lieu of Part 5 Land Transfer**

*Part V Planning and Development Act, 2000-2002*

Name of Developer: Sligo County Council/Sligo Borough Council Planning Reference Number:      PI ____/____      Condition Number: _____
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The Agreement set out hereunder has been negotiated between \_\_\_\_\_ (hereinafter called the developer)

and Sligo County Council/Sligo Borough Council (hereinafter called the Council)  
in compliance with condition number \_\_\_\_\_  
of Planning Permission Number PI \_\_\_\_/\_\_\_\_

It is hereby agreed between the parties as follows:

The Developer shall undertake to:

- (a) Pay Sligo Local Authorities the sum of € \_\_\_\_\_ in lieu of the requirement to transfer land under Part 5 of the above act

It is further agreed between the parties that:

- (a) should the developer dispose of his interest in the site the subject of PI\_\_\_\_/\_\_\_\_ this agreement will be binding on the purchaser and any subsequent purchasers
- (b) no deviation from the above agreement is acceptable unless it is jointly agreed in writing between the Developer and Sligo Local Authorities

Signed by the Developer \_\_\_\_\_

in the presence of \_\_\_\_\_

Signed on behalf of Sligo Local Authorities by \_\_\_\_\_

In the presence of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

## Form of Agreement 4 – Transfer of land

*Part V Planning and Development Act, 2000-2002*

Name of Developer:

Sligo County Council/Sligo Borough Council

Planning Reference Number: PI \_\_\_\_/\_\_\_\_ Condition Number: \_\_\_\_\_

The Agreement set out hereunder has been negotiated between  
\_\_\_\_\_ (hereinafter called the developer)

and Sligo County Council/Sligo Borough Council (hereinafter called the Council)  
in compliance with condition number \_\_\_\_\_  
of Planning Permission Number PI \_\_\_\_/\_\_\_\_\_

It is hereby agreed between the parties as follows:

The Developer shall undertake to:

- (a) transfer land as set out on drawing no. \_\_\_\_\_ (attached) into the ownership of Sligo Local Authorities for the agreed price of € \_\_\_\_\_.

The Council shall undertake to:

- (a) acquire the land as outlined on the drawing above, or nominate persons/bodies to whom the developer must sell the land for an agreed price of € \_\_\_\_\_.

It is further agreed between the parties that:

- (a) should the developer dispose of his interest in the site the subject of PI\_\_\_\_/\_\_\_\_ this agreement will be binding on the purchaser and any subsequent purchasers
- (b) no deviation from the above agreement is acceptable unless it is jointly agreed in writing between the Developer and Sligo Local Authorities

Signed by the Developer \_\_\_\_\_

in the presence of \_\_\_\_\_

Signed on behalf of Sligo Local Authorities by \_\_\_\_\_

In the presence of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

# Appendix V

## Part V Construction Stage Main Cost Summary

	Planning ref.		
	Housing Strategy ref.		
<b>Project name</b>			
<b>Developer</b>			
	<b>Date</b>		
		<b>Total Cost</b>	<b>Average Cost per Unit</b>
No.of units for transfer under Part V Agreement		€	€
<b>Substructures</b>			
<b>Superstructures</b>			
<b>External Works</b>			
<b>Sub-Total A</b>			
Total no. of units in Development			
<b>Site Development Works</b>			
<b>Abnormal Works</b>			
<b>Indirect Project Costs</b>			
<b>Sub-Total B</b>			
Sub-Total B costs apportioned to Part V units (= Average unit cost B x No.of units for transfer)			
<b>Sub-Total C</b>			
<b>Total Construction Cost of units to be transferred</b>			
<b>Value Added Tax @ 13.50 %</b>			
<b>Total Cost</b>			
Total Floor Area to be transferred (sq.m.)	m <sup>2</sup>		
Total Cost per sq. m. of floor area (excl. VAT)	€		
Cost of Superstructure per sq. m. of floor area (excl. VAT)	€		
No. of Bedspaces	No.		
Cost per bedspace (excl. VAT)	€		
Indirect Project Costs %	%		
Area of Site (Hectares)	ha.		
No. of Houses per Hectare	No.		

# Appendix VI

## Safety File List

1. Consultants & Contractor
2. Sub-Contractors & Suppliers
3. As Built Drawings
  - a) *House plans*
  - b) *Mechanical installations*
  - c) *Electrical installations*
  - d) *External - house utilities & services*
  - e) *Site Plan - Mains Utilities & Services*
4. Specifications
  - a) *Architectural*
  - b) *Mechanical*
  - c) *Electrical*
  - d) *Fixed Appliances*
  - e) *Supplier's/Manufacturer's specifications*
    - (i) *Radon barrier*
    - (ii) *Insulation*
    - (iii) *Windows*
    - (iv) *External doors*
    - (v) *Internal doors*
    - (vi) *Ironmongery*
    - (vii) *Roof trusses*
    - (viii) *Roof finishes*
    - (ix) *External cladding*
    - (x) *Concrete & Concrete Products*
    - (xi) *Timber Frame System (if applicable)*
    - (xii) *Chimney system*
    - (xiii) *Kitchen units*
    - (xiv) *Fireplace*
    - (xv) *Sanitary ware*
    - (xvi) *Floor finishes*
    - (xvii) *External water service and drainage pipes, fittings & chambers*
5. Certificates
  - a) *Fire Safety Certificate (if applicable)*
  - b) *Foundation Pile Load Test Reports/Certificates (if applicable)*
  - c) *Electrical Installation Certificate*
  - d) *Supplier's/Manufacturer's Certificates (see (i) to (xvii) above)*
6. Operation & Maintenance Manuals
  - a) *Mechanical*
  - b) *Electrical*
  - c) *Fixed Appliances*
7. Emergency

- a) *Emergency Procedures*
  - b) *Description of Escape routes*
  - c) *Local Emergency Services details*
8. Any Other Environmental Information