

Central
Bedfordshire
Council
Priory House
Monks Walk
Chicksands,
Shefford SG17 5TQ



**TO EACH MEMBER OF THE
WIXAMS JOINT DEVELOPMENT CONTROL COMMITTEE**

14 March 2016

Dear Councillor

WIXAMS JOINT DEVELOPMENT CONTROL COMMITTEE - Tuesday 15 March 2016

Further to the Agenda and papers for the above meeting, previously circulated, please find attached the following Late Sheet and the Minutes of the previous meeting which the Chairman has agreed to take as an urgent item of business:-

7. Minutes

The Chairman has agreed to take the Minutes as an urgent item of business because as written in Standing Order 5 (1) – “Minutes of the proceedings of meetings of the Wixams Joint Development Committee shall be recorded formally and signed at the next meeting by the person presiding.”

8. Late Sheet

To receive any additional consultation / publicity responses, comments and proposed additional / amended conditions.

Should you have any queries regarding the above please contact Democratic Services on Tel: 0300 300 4032.

Yours sincerely

Martha Clampitt,
Committee Services Officer
email: martha.clampitt@centralbedfordshire.gov.uk

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21 October 2015

AT A MEETING

of the

WIXAMS JOINT DEVELOPMENT CONTROL COMMITTEE

held in Committee Room 1, Borough Hall, Bedford on the 21st day of October 2015 at 6.30 pm

PRESENT:

Bedford Borough Council

Councillor S Hunt (substitute for Councillor W Hunt) (in the Chair)

Councillors Charles, Corp (substitute for Councillor Smith), Hill, Holland, Masud, McMurdo, Rigby (substitute for Councillor Coombes) and Wheeler

Central Bedfordshire Council

Councillors Barker, Blair, Chapman, Clark, Downing and Matthews

Apologies for absence were received from Councillors Coombes, W Hunt and Smith (Bedford Borough Council), Jamieson, Shingler and Young (Central Bedfordshire Council)

1. ELECTION OF CO-CHAIRS

RESOLVED:

That Councillors W Hunt and Matthews be elected Co-Chairs for the remainder of the current Municipal Year.

2. QUESTIONS FROM MEMBERS OF THE CONSTITUENT COUNCILS AND MEMBERS OF THE PUBLIC

There were no questions from Members of the Constituent Councils or members of the public.

3. MINUTES

RESOLVED:

That the Minutes of the meeting of the Committee held on 25 September 2013 be received.

4. DISCLOSURES OF LOCAL AND/OR DISCLOSABLE PECUNIARY INTERESTS

Item and Minute Number	Member Disclosing an Interest	Nature of Interest	Present or Absent During Discussion of Item
-	Councillor Corp	Local – she is employed by Central Bedfordshire Council	Present
Application No. 14/02725/MAR Minute No. 5(c)	Councillor S Hunt	Local – she is a member of the Bedfordshire and River Ivel Internal Drainage Board	Present
and			
Application Nos. 14/02726/MAR and CB/14/04302/RM Minute No. 5(d)	Councillor Holland	Local – she is a member of the Bedfordshire and River Ivel Internal Drainage Board	Present
	Cllr McMurdo	Local – he is a member of the Bedfordshire and River Ivel Internal Drainage Board	Present

Item and Minute Number	Member Disclosing an Interest	Nature of Interest	Present or Absent During Discussion of Item
Agenda item 7 Opportunity to secure a secondary school for Wixams Minute No. 6	Councillor Chapman	Local – Governor of Fulbrook Middle School	Present
	Councillor Clark	Local – Governor of Church End Lower School	Present
	Councillor S Hunt	Local – Governor of Robert Bruce Middle School	Present
	Councillor Masud	Local – Governor of Westfield School	Present
	Councillor Rigby	Local – Governor of Bromham Lower School	Present
	Councillor Wheeler	Local – Chair of Governors of Wootton Lower School	Present

5. SCHEDULE OF APPLICATIONS DETERMINED BY THE COMMITTEE

The Committee considered the joint report of the Assistant Director (Planning), Bedford Borough Council and the Development Infrastructure Manager, Central Bedfordshire Council setting out the following applications:

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- (a) Approval of details submitted to satisfy Condition Nos. 10, 11 and 12 of Bedford Borough Council Reference 11/01380/M73 and Central Bedfordshire Council Reference CB/11/02182/VOC pursuant to Village 2, land north of Elstow Storage Depot, Kenneth Way, Wilstead (14/02470/AOC, 14/02535/AOC, 14/02536/AOC and CB/11/2182/VOC – Gallagher Estates (Item 1 on the Schedule)

RESOLVED:

That the Village 2 Detailed Design Brief and Code (October 2015) Revision N, submitted to satisfy Condition Nos. 10, 11 and 12 of Bedford Borough Council Planning Reference 11/01380/M73 and of Central Bedfordshire Council Planning Reference CB/11/02182/VOC pursuant to Village 2 be approved.

- (b) Approval of details submitted to satisfy Condition Nos. 10, 11 and 12 of Bedford Borough Council Reference 11/01380/M73 and Central Bedfordshire Council Reference CB/11/02182/VOC pursuant to Village 4, land north of Elstow Storage Depot, Kenneth Way, Wilstead (14/02470/AOC, 14/02535/AOC, 14/02536/AOC and CB/11/02182/VOC – Gallagher Estates (Item 2 on the Schedule)

RESOLVED:

That the Village 4 Detailed Design Brief and Code (October 2015) Revision J submitted to satisfy Condition Nos. 10, 11 and 12 of Bedford Borough Council Planning Reference 11/01380/M73 and of Central Bedfordshire Council Planning Reference CB/11/02182/VOC pursuant to Village 4 be approved.

- (c) Reserved matters application for access infrastructure associated with Village 2 of the Wixams settlement pursuant to outline permission 11/01380/M73, land south and west of Horton Turn Farm, Bedford Road Wilstead – Gallagher Estates (14/02725/MAR – Item 3 on the Schedule)

RESOLVED:

That permission be granted in respect of the above application in accordance with the recommendation of the Assistant Director (Planning).

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- (d) Reserved matters application for access infrastructure associated with Village 4 of the Wixams Settlement pursuant to planning permissions 11/01380/M73 (Bedford Borough Council Reference) and CB/11/02182/VOC (Central Bedfordshire Council Reference), land north of Elstow Storage Depot, Kenneth Way, Wilstead – Gallagher Estates (14/02726/MAR and CB/14/04302/RM Item 4 on the Schedule)

RESOLVED:

- (1) That Reserved Matters approval be granted in respect of the above applications subject to the conditions set out in the report.
- (2) That consideration be given to the Assistant Director (Planning), Bedford Borough Council and the Development Infrastructure Group Manager, Central Bedfordshire Council, being given Delegated Authority to determine 'cross border' Design Guides and a report thereon be submitted to the next meeting.

6. OPPORTUNITY TO SECURE A SECONDARY SCHOOL FOR THE WIXAMS

The Assistant Director (Planning) reported on the opportunity to secure a significant funding contribution towards the construction of a new secondary school for the Wixams. The Department for Education (DfE) wished to establish a flagship Technical Academy for ages up to 18 years of age in Bedford to serve the Bedford and Central Bedfordshire area sponsored by Bedford College and had been looking at the suitability of various existing buildings in the Bedford urban area as the most cost effective method of delivering a Free School. The DfE and Bedford College had been receptive to the concept of locating the planned 824 place Academy at the Wixams provided that the school could be built and ready for occupation in September 2017. However, the DfE had made it clear that their financial contribution would remain at the original level intended for refurbishment (£6.88 million) of an existing building and that the Councils and Gallaghers would need to contribute the remainder of the cost.

The estimated cost of an 824 place secondary school was £13.060 million. Gallaghers had confirmed that they could accelerate infrastructure delivery to meet the delivery timescale. In addition, funding contributions were likely to be available from both Bedford Borough and Central Bedfordshire Councils and the Section 106 contributions in a timescale to enable delivery.

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Taking all potential sources of funding into account there remained a funding gap of £2.5 million for the Bedford Technical Academy. Gallagher Estates was of the opinion that they would already be incurring additional costs by accelerating infrastructure delivery and funding and that any further increase in their financial contribution above that already committed would need to come from an identified reduction in the cost of their future Section 106 Obligations for community and other facilities in the Wixams, over and above any savings from reduced land requirements.

From a planning perspective it was recognised that provision of a new secondary school for the Wixams would be a significant benefit to the Wixams and would support higher housing delivery rates and community development. A delay could result in the loss of the funding offer from the DfE.

The Committee was requested to consider the principle of renegotiation of the Section 106 Obligation to re-allocate/re-assign Obligations to the value of £2.5 million to enable the Technical Academy proposal to proceed.

The Assistant Director (Planning) referred to an e-mail received from the Ward Member, Councillor Coombes, which stated:

'I recognise that there is a very tight window in which to get this matter agreed, in order to ensure that the opportunity for a new Secondary School at Wixams by 2017 is not missed and I would not wish to hinder any progress nor the hard work of Officers in negotiating the school proposals, through any request to delay the decision.

I would therefore like to put on record, as the Ward Councillor representing Wixams, that the proposal in front of the Committee tonight has my full support. I would also like to request that other Members support the proposal and agree the S106 variation to ensure the £2.5 million funding gap for the new Secondary School is bridged.

I am excited by the prospect of a new Secondary School being built at Wixams and I would like to see the project realised at an early opportunity. I know that many Wixams parents, some of whom are currently sending three children to three separate schools, would also welcome the chance to have a clear and continuous education path for their children all located within the Wixams development.'

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RESOLVED:

- (1) That the potential funding opportunity from the Department of Education be acknowledged.
- (2) That, in order to secure the delivery of the school, Officers of the two Authorities be authorised to carry out the following steps to vary the Section 106 Agreement to secure delivery of the school:
 - Negotiate with Gallaghers on which elements to vary
 - Consult with Houghton Conquest and Wixams Parish Councils
 - In the event the Parish Councils' views or consultation undertaken indicate the need to reconsider the elements proposed to be removed from the Section 106, to negotiate with Gallaghers to identify other Section 106 savings to the value of £2.5 million
 - Invite a formal application from Gallaghers to vary those elements of the Section 106
 - Consult Wixams residents
 - Ask Members to formally agree to the Section 106 variation.

The meeting closed at 7.00 pm

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LATE SHEET

WIXAMS JOINT DEVELOPMENT CONTROL COMMITTEE –
15 MARCH 2016

Item 4 (Pages 5-24)

Amendment to the Terms of Reference to the Wixams Joint Development Control Committee and Delegated Powers to Officers

Additional Revisions

Appendix B Standing Order 1

(5) Meetings of the Joint Committee will rotate between Bedford and Chicksands, Shefford

Appendix B Standing Order 2

Replace reference to Mid Beds District Council with Central Bedfordshire Council.

Item 5 (Pages 25 – 34)

**Planning Application Nos. 15/02682/MAR and
CB/15/04294/RM – Reserved Matters Application for
Strategic Infrastructure Works (Earthworks)**

Additional Comments

As the earthworks have commenced on the site Officers agree that the description of development shall be amended to include (partially retrospective) and the decision notices issues shall reflect this.

Item 6 (Pages 35 – 68)

Additional Comments

For clarification, the new Wixams Secondary School will serve the Wixams settlement and the site will have future expansion capacity to enable it to offer places for the whole of the development and the identified southern expansion area known as Wixams Park. In terms of catchment by distance, this would cover the whole of the Wixams proposed settlement and expansion areas. CBC and BBC Education teams are liaising to ensure that this is secured.

The applicant has provided a revised Schedule of Modifications setting out the provision of up to 100 square metres of floorspace to be set aside within the town centre assembly hall for a library facility and a contribution of up to £100,000 to allow the space to be fitted fit out with internal fittings, bookshelves, furniture, security system equipment, information and books. The Schedule is attached at Appendix 2 and summarised as follows:

Table 3

	Existing	Proposed
Part 2 – Education	<p>Separate Village 2 Primary and Secondary School sites.</p> <p>£6.47m (current indexed amount) future Village 2 Primary and Secondary Schools contributions.</p>	<p>Co-joined Primary and Secondary School site</p> <p>Accelerated Village 2 Primary and Secondary Schools contributions of £6.47m paid in instalments between June 2016 and February 2018</p> <p>£2.5m additional Secondary School contribution paid in instalments between June 2016 and February 2018</p>
Part 7, Section 1: Community Facilities	<p>Library Facility Building to be provided in accordance with specification set out in Wixams Specifications and Maintenance Schedule and provided upon occupation of 2500th dwelling</p> <p>Assembly Hall to be provided upon occupation of 3000th dwelling</p>	<p>Library Facility floorspace within Town Centre Assembly Hall Building to be provided upon occupation of 3000th dwelling</p>
Part 7, Section 7: Public Art	<p>Provision of 22 public art sites with aggregate amount of £900,000 (currently indexed to £1,080,000) spent on procurement of public art</p>	<p>Preparation of Public Art Strategy to outline location and delivery mechanism for public art and setting aside of sites to facilitate the installation of public art</p>

<p>Part 7, Section 8 – Library Facility</p>	<p>Provision of Library Facility Building and Library Contribution (currently indexed to £300,000)</p>	<p>Provision of no more than 100 square metres of Library Facility Area with Town Centre Assembly Building and developer meeting costs of up to £100,000 towards fitting out of space</p>
<p>Part 12 – Employment (Incubator Units)</p>	<p>Provision of up to 16 Business Incubator Units ranging in size from up to 25 square metres to up to 100 square metres</p>	<p>No Business Incubator Units to be provided</p>

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SCHEDULE 1- VARIATIONS TO THE EXISTING PLANNING AGREEMENT

1. **PUBLIC ART**

1.1 The definition of "Public Art Contribution" shall be deleted.

1.2 The definition of "Public Art" be deleted and replaced with the following:

"Public Art" means public art to be provided within the Land and in accordance with the Public Art Strategy and the Sub-Area Detailed Design Briefs and Codes as appropriate"

1.3 **A NEW DEFINITION SHALL BE INSERTED AS FOLLOWS:**

"Public Art Strategy" means a written strategy which identifies the locations and delivery mechanism to identify how the installation of Public Art will be procured or delivered by third parties (which for the avoidance of doubt shall not require the Owner to deliver the Public Art) for the installation of Public Art within the Land"

1.4 Paragraph 7 of Part 7 of Schedule 2 shall be deleted in its entirety and replaced with the following:

"7.1 The Owner covenants to prepare a Public Art Strategy within 12 (twelve) calendar months of the date of this agreement and not to occupy more than 90% of the Dwellings in a Sub-Area until the relevant site(s) for Public Art in that Sub Area have been identified and set aside to facilitate the installation of Public Art "

1.5 Paragraph 6.3.2 of Schedule 3 shall be deleted in its entirety.

2. **BUSINESS INCUBATOR UNITS**

2.1 The definition of "Business Incubator Units" shall be deleted.

2.2 The definition of "Employment Marketing Strategy" shall be deleted and replaced with the following:

"Employment Marketing Strategy" means a marketing strategy to market the Employment Area to a range of potential occupiers"

2.3 Paragraphs 2, 3, 4 and 5 of Part 12 of Schedule 2 shall be deleted.

2.4 Paragraph 11 of Schedule 3 shall be amended to delete the words "and Business Incubator Units".

3. **LIBRARY FACILITY**

3.1 The definition of "Library Contribution" shall be deleted

3.2 The definition of "Community Facilities" shall be amended such that the words "(f) a Library Facility within the Town Centre" shall be deleted and the subsequent letter sub-paragraphs shall be re-lettered accordingly.

3.3 A new definition of "Working Days" shall be inserted as follows:

"Working Days" means a day other than a Saturday or Sunday or public holiday in England"

3.4 The definition of "Library Facility" shall be deleted

3.5 New definitions shall be inserted as follows:

“Library Facility Area” means an area of no more than 100 (one hundred) square metres to be located within the assembly building (such building as is to be provided within the Town Centre as part of the Community Facilities)”

“Library Facility Cost Cap” means the costs of fitting out the Library Facility, whether undertaken by the Owner or the Council, which shall not exceed £100,000 (one hundred thousand pounds sterling)”

“Library Facility Specification” means a scheme setting out the details of the internal fittings bookshelves furniture security system equipment information technology and books to be provided in the Library Facilities Area”

3.6 Paragraphs 8.1 and 8.2 of Part 7 of Schedule 2 shall be deleted and replaced with the following:

8.1 The Owner covenants that a Library Facility Area shall be made available for use as a library (unless otherwise agreed in writing by the Council).

8.2 Prior to the commencement of the construction of the assembly building within which the Library Facility Area will be located, the Owner shall write to the Council and notify the Council whether the Owner intends to fit out the Library Facility Area or instead shall pay the Council such reasonable sums in accordance with paragraph 8.3 below to fit out the Library Facility Area as a library.

8.3 Where the Owner elects to not fit out the Library Facility pursuant to paragraph 8.2 above:

8.3.1 the Council shall prepare and provide to the Owner a copy of the Library Facility Specification for approval together with written evidence of costs to be incurred by the Council in fitting out the Library Facility Area pursuant to that Library Facility Specification PROVIDED THAT the costs to be incurred shall not exceed the Library Facilities Cost Cap;

8.3.2 approval by the Owner to the Library Facility Specification and costs of fit out supplied by the Council shall be given in writing to the Council and such approval shall be deemed to have been given should the Owner not provide to the Council a written response otherwise rejecting the Library Facility Specification and/or costs of fit out within 20 Working Days of submission of the Library Facility Specification and costs of fit out to the Owner;

8.3.3 within 20 Working Days of the Library Facility Specification and costs of fit out being approved or deemed to be approved, the Owner covenants to pay to the Council the costs to be incurred approved according to paragraph 8.3.2 above; and

8.3.4 where the parties cannot agree all aspects of the Library Facility Specification including the costs to be incurred in fit out pursuant to paragraph 8.3.2 above, the matter may be referred to dispute resolution and the provisions of clause 7 shall apply.

8.4 Where the Owner elects to fit out the Library Facility Area pursuant to paragraph 8.2 then the Owner shall:

8.4.1 submit the Library Facility Specification to the Council for approval by the Council together with the reserved matters application for the assembly building to be provided as part of the Community Facilities) such approval not to be unreasonably withheld or delayed and shall such approval shall be deemed to have been given should the Council not provide a written response to the Owner within 20 Working Days and where the parties cannot agree the Library Facility Specification the matter may be referred to dispute resolution and the provisions of clause 7 shall apply; and

8.4.2 fit out the Library Facility Area pursuant to the approved Library Facility Specification

PROVIDED THAT the obligations in paragraphs 8.4.1 and 8.4.2 shall not require the Owner to incur costs in relation to the fitting out of the Library Facility Area that exceed the Library Facilities Cost Cap and the Council shall not be deemed to be acting reasonably for the purposes of paragraph 8.4.1 in the event it refuses to approve or otherwise requires the Library Facility Specification to include a fit out that would exceed the Library Facilities Cost Cap.

4. **EDUCATION CONTRIBUTIONS**

4.1 **A NEW DEFINITION SHALL BE INSERTED AS FOLLOWS:**

"Education Contribution Payment Schedule" means the payment schedule appended to this Deed entitled Education Contribution Payment Schedule"

4.2 Paragraphs 1.7.2 and 2.3 of Part 2 of Schedule 2 shall be deleted.

4.3 Paragraph 2.8 (ii) of Part 2 of Schedule 2 shall be amended to delete reference to "Village 2"

4.4 Paragraph 3.1.2 of Part 2 of Schedule 2 (as subsequently varied) shall be deleted and replaced with the following:

"if the relevant School is the Primary School in Village 2 the Owner shall pay in instalments the sum of £5,107,647.27 (five million one hundred and seven thousand six hundred and forty seven pounds and twenty seven pence sterling) to the Council as a contribution to the construction of Primary School in accordance with the dates and amounts detailed in the Education Contribution Payment Schedule;"

4.5 Paragraph 3.2 of Part 2 of Schedule 2 shall be deleted and replaced with the following:

"The sums referred to in paragraph 3.1, SAVE FOR paragraph 3.1.2, of this Part 2 of Schedule 2 shall be Index Linked by reference to the Construction Index from the 3rd (third) Quarter Date of 2003."

4.6 Paragraphs 5.1, 5.2 and 5.3 of Part 2 of Schedule 2 (as subsequently varied) shall be deleted and replaced with the following:

"The Owner covenants to pay the following sums in instalments to the Council as a contribution to the construction of the Secondary School in accordance with the dates and amounts detailed in the Education Contribution Payment Schedule:

5.1 £1,363,636.36 (one million three hundred and sixty three thousand six hundred and thirty six pounds and thirty six pence sterling); and

5.2 £2,500,000 (two million five hundred thousand pounds sterling)."

4.7 The reference to "Paragraph 5.1 of Part 2 of Schedule 2" in Paragraph 2.14 of Schedule 3 shall be deleted and replaced with "Paragraph 5 of Part 2 of Schedule 2".

4.8 The words "within 5 (five) years of the payment of the contribution under paragraph 5.1 of Part 2 of Schedule 2 the monies" shall be deleted from Paragraph 2.15 of Schedule 3 and replaced with "and opened to pupils as a secondary educational facility by 1 March 2019 the monies paid under Paragraph 5 of Part 2 of Schedule 2 plus any interest accrued thereon".

4.9 SUBJECT TO the Councils or their nominees obtaining the requisite planning permission to collocate the Primary School for Village 2 alongside the Secondary

School Land, the Owner shall be released from providing the Primary School within Village 2 and shall be entitled to use that land within Village 2 for alternative purposes including for the avoidance of doubt residential pursuant to the Planning Permissions or any other planning permission that may be granted in relation to such land.

5. COUNCIL'S COVENANTS

5.1 A new Paragraph 2.21 shall be added to Schedule 3 as follows:

"2.21 The Councils covenant with the Owners to use all reasonable endeavours to ensure that the collated Primary School for Village 2 and the Secondary School are both opened to pupils as educational facilities no later than 1 September 2017."

5.2 Paragraphs 6.4.1 and 6.4.2 of Schedule 3 shall be deleted and replaced with the following

"6.4.1 The Council covenants with the Owner shall place any sum received under paragraph 8 of Part 7 of Schedule 2 in an Interest Bearing Account and will only spend monies and any interest accrued on providing internal fittings bookshelves furniture security system equipment information technology and books for the Library Facility Area.

6.4.2 The Council with the Owner shall repay the unexpended balance of the sum plus any accrued interest received under paragraph 8 of Part 7 of Schedule 2 to the party who paid the sum to the Council on the date 39 (thirty nine) months after the date of the payment."

EDUCATION CONTRIBUTION PAYMENT SCHEDULE

	Original sum £	Current Indexed Value* £
Primary	3,745,608.00	5,107,647.27
Secondary	1,000,000.00	1,363,636.36
Additional Sum	2,500,000.00	2,500,000.00
Total		8,971,283.63
Payment		£
	Jun-16	1,100,000.00
	Aug-16	1,100,000.00
	Nov-16	1,100,000.00
	Feb-17	1,100,000.00
	May-17	1,100,000.00
	Aug-17	1,100,000.00
	Nov-17	1,100,000.00
	Feb-18	1,271,283.63

*Note S106 contributions will be indexed to last firm index at date of first payment invoiced.