

## CENTRAL BEDFORDSHIRE COUNCIL

At a meeting of the **WIXAMS JOINT DEVELOPMENT CONTROL COMMITTEE**  
held at Room 15, Priory House, Monks Walk, Shefford on Tuesday, 15 March 2016

### PRESENT

Cllr K C Matthews (Chairman)

Central  
Bedfordshire  
Councillors:

Cllrs M C Blair  
Mrs C F Chapman MBE  
I Shingler

Bedford Borough  
Councillors:

Cllrs Cllr G Coombes  
Cllr M Masud  
Cllr D McMurdo  
Cllr R Rigby  
Cllr M Smith

Apologies for Absence:

Cllrs Mrs A Barker  
Cllr R Charles  
Mrs S Clark  
P Downing  
Cllr T Hill  
Cllr S J Holland  
Cllr W Hunt  
J G Jamieson  
Cllr J Wheeler  
J N Young

Substitutes:

Cllr R Rigby in place of Cllr J Wheeler

Officers in Attendance:

Mrs M Clampitt	–	Committee Services Officer
Mr A Davie	–	Development Infrastructure Group Manager
Mr A Davies	–	Acting Planning Manager, Majors
Mrs L Newcombe	–	Principal Planning Officer
Mr P Rowland	–	Assistant Director Planning, Bedford Borough Council
Mr J Warner	–	Senior Planner, Development Management (Bedford Borough Council)

### WJDC/15/5. **Chairman's Announcements and Communications**

The Chairman reminded Councillors to silence their mobile phones for the duration of the meeting.

The Chairman advised the Councillors that item 7 – Minutes would be considered after the Chairman's Announcements.

Subject to declarable interests all Members of the Committee have the right to vote on all matters of business considered by the Committee.

The Chairman advised the Committee that the meeting held in October 2015 should have been chaired by the co-chair present, in accordance with Standing Order 3 (2). It was irregular that it was not. He indicated that he had taken legal advice and would be checking that all members were satisfied with the decisions taken, and if so, in view too of the absence of a Chairman's casting vote on any decision taken at the meeting, he was prepared to let the matter rest.

Lastly the Chairman suggested that a review of the Terms of Reference should be carried out in light of item 4 as some aspects of the Terms of Reference and Standing Orders were out of date. The Committee concurred with this suggestion.

#### **RESOLVED**

**that the Monitoring Officer, Central Bedfordshire Council would be requested to carry out the review and liaise with the Monitoring Officer, Bedford Borough Council.**

WJDC/15/6. **Minutes**

#### **RESOLVED**

**that the Minutes of the meeting of the Wixams Joint Development Control Committee held on the 21 October 2015 be confirmed and signed by the Chairman as a correct record.**

WJDC/15/7. **Members' Interests**

(a) **Personal Interests:-**

<b>Member</b>	<b>Item</b>	<b>Nature of Interest</b>	<b>Present or Absent during discussion</b>
Cllr Mrs F Chapman MBE	5 & 6	Trustee of Marston Vale Trust	Present
Cllr Mrs F Chapman MBE	5 & 6	Member of Buckingham & River Ouse Internal Drainage Board	Present
Cllr G Coombes	5 & 6	Resident of Wixams	Present
Cllr G Coombes	5 & 6	Governor of Lakeview Primary School	Present

Cllr D McMurdo	5 & 6	Chairman of the Bedfordshire & River Ivel Internal Drainage Board	Present
Cllr K C Matthews	5 & 6	Governor of Cranfield CofE Academy	Present
Cllr R Rigby	5 & 6	Governor of Bromham / Biddenham Lower School	Present

(b) **Personal and Prejudicial Interests:-**

There were none made.

(c) **Prior Local Council Consideration of Applications**

There were none made.

WJDC/15/8. **Amendment to the Terms of Reference to the Wixams Joint Development Control Committee and Delegated Powers to Officers**

The Committee noted that the request for the amendment to the delegated powers had been made at the 21 October 2015 meeting of the Wixams Joint Development Control Committee (Minute No. 5(d)(2) refers).

The Committee received and considered a report setting out the details of the delegated powers drafted in accordance with the Committee's request, in relation to 'cross border' remedial works such as conditions submissions including Design Codes to the Development Infrastructure Group Manager, Central Bedfordshire Council and the Assistant Director (Planning), Bedford Borough Council.

The Committee unanimously agreed the revised delegations and asked that they be taken through the relevant governance arrangements to enable each council's constitution to be updated.

**RESOLVED**

- 1. to approve the scheme of delegations as set out in the submitted report;**
- 2. to refer the delegations to be taken through the appropriate governance arrangements for each council, to enable the constitution of Bedford Borough Council and Central Bedfordshire Council respectively to be updated.**

WJDC/15/9. **Planning Application Nos. 15/02682/MAR and CB/15/04294/RM - Reserved Matters Application for Strategic Infrastructure Works (Earthworks)**

**RESOLVED**

that Planning Application Nos. 15/02682/MAR and CB/15/04294/RM relating to the Wixams Land at former storage depot, Bedford Road, Wilstead Bedfordshire be approved as set out in the schedule appended to these minutes.

[Note: during the discussions the issue of the public transport interchange was raised. Members and Officers from Bedford Borough Council confirmed that the item had been to their Scrutiny Committee in November 2015 and a link to these minutes is provided.

<http://www.councillorsupport.bedford.gov.uk/documents/g3854/Printed%20minutes%2026th-Nov-2015%2018.30%20Environment%20and%20Sustainable%20Communities%20Overview%20and%20Scrutiny%20.pdf?T=1> ]

WJDC/15/10. **Planning Applications 15/03039/S106 and CB/15/04953/SECM**

The Committee received and considered a report which requested the modification of the S106 agreement to fund the new Technical College which would provide the secondary school for the Wixams. The modification to the S106 agreement was originally considered by the Committee at the 21 October 2015 meeting. Officers, from both authorities, were requested to meet with the Developer, relevant ward members and Parish Council representatives to identify where and how much the modifications would be within the S106 agreement.

The £2.5m cost for providing the school has been found and the S106 agreement would be adjusted as detailed in paragraph 2.12.1 of the report.

The Committee were unanimous in their agreement to the delivery of the new Technical College.

**RESOLVED**

that Planning Application Nos. 15/03039/S106 and CB/15/04953/SECM relating to Wixams Land at former storage depot, Bedford Road, Wilstead, Bedfordshire be approved to grant the discharge and modification of the S106 obligations as set out in the schedule appended to these minutes.

WJDC/15/11. **Late Sheet**

In advance of consideration of the above items the Committee received a Late Sheet advising it of additional consultation / publicity responses, comments and proposed additional / amended conditions. A copy of the Late Sheet is attached as an appendix to these Minutes.

(Note: The meeting commenced at 5.00 p.m. and concluded at 5.33 p.m.)

Chairman.....

Dated.....

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<b>BBC APPLICATION NUMBER</b>	<b>15/02682/MAR</b>
<b>CBC APPLICATION NUMBER</b>	<b>CB/15/04294/RM</b>
<b>LOCATION</b>	<b>Wixams Land at former storage depot, Bedford Road, Wilstead Bedfordshire</b>
<b>PROPOSAL</b>	<b>Reserved Matters Application for Strategic Infrastructure Works - Earthworks</b>
<b>PARISHES</b>	<b>Houghton Conquest / Wixams</b>
<b>WARDS</b>	<b>Houghton Conquest &amp; Haynes / Wilshamstead</b>
<b>WARD COUNCILLORS</b>	<b>Cllr Mrs Barker (CBC) Cllrs Graeme Coombes (BBC)</b>
<b>CASE OFFICER</b>	<b>Louise Newcombe (CBC) &amp; Jonathan Warner (BBC)</b>
<b>DATE REGISTERED</b>	<b>16 November 2015 (CBC) &amp; 10 December 2015 (BBC)</b>
<b>EXPIRY DATE</b>	<b>15 February 2016 (CBC) &amp; 02 March 2016 (BBC)</b>
<b>APPLICANT</b>	<b>Wixams First Limited</b>
<b>AGENT</b>	<b>Barton Willmore</b>
<b>REASON FOR COMMITTEE TO DETERMINE</b>	<b>Reserved Matters application for a site that straddles the boundary between CBC and BBC</b>
<b>RECOMMENDED DECISION</b>	<b>Reserved Matters - Granted</b>

**CENTRAL BEDFORDSHIRE COUNCIL RECOMMENDATION:**

That the Development Infrastructure Group Manager be authorised to GRANT approval of this reserved matters application subject to the following condition:

1. The development shall be carried out in accordance with the plans listed on this notice.  
REASON: For the avoidance of doubt.

**Statement required by the Town and Country Planning (Development Management Procedure) (England) Order 2015**

**- Part 5, Article 35**

Approval of reserved matters has been granted. Discussion with the applicant to seek an acceptable solution was not necessary in this instance. Bedford Borough Council and Central Bedfordshire Council have therefore acted pro-actively to secure a sustainable form of development in line with the requirements of the Framework (paragraphs 186 and 187) and in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2012.

**INFORMATIVE NOTES TO APPLICANT**

- 1) The applicant should be made aware that any Earthworks carried out within 7m of the bank top of Harrowden Brook which is under the statutory control of the Bedfordshire and River Ivel Internal Drainage Board will be subject to obtaining the Board's agreement and prior consent.



**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**

	<b>Original sum £</b>	<b>Current Indexed Value* £</b>
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
<b>Total</b>		<b>8,971,283.63</b>
<b>Payment</b>		<b>£</b>
	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.

**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

	<b>Existing</b>	<b>Proposed</b>
<b>Part 2 – Education</b>	<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>
<b>Part 7, Section 1: Community Facilities</b>	<p>Library Facility Building to be provided in accordance with specification set out in Wixams Specifications and Maintenance Schedule and provided upon occupation of 2500<sup>th</sup> dwelling</p> <p>Assembly Hall to be provided upon occupation of 3000<sup>th</sup> dwelling</p>	<p>Library Facility floorspace within Town Centre Assembly Hall Building to be provided upon occupation of 3000<sup>th</sup> dwelling</p>
<b>Part 7, Section 7: Public Art</b>	<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><b>Part 7, Section 8 – Library Facility</b></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><b>Part 12 – Employment (Incubator Units)</b></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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2.4 Paragraph 11 of Schedule 3 shall be amended to delete the words "and Business Incubator Units".

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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;

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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.

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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.

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

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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

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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**

	<b>Original sum £</b>	<b>Current Indexed Value* £</b>
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
<b>Total</b>		<b>8,971,283.63</b>
<b>Payment</b>		<b>£</b>
	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.