

# **COUNTY COUNCIL'S RESPONSE TO CONSULTATION ON THE FOLLOWING DEVELOPMENT PROPOSAL**

**District:** Cherwell

**Application No:** 17/02522/ M106

**Proposal:** Modification of Section 106 - Application 10/01780/HYBRID

**Location:** Bicester Eco Town Exemplar Site Caversfield Oxfordshire

**Response date:** *30<sup>th</sup> January 2018*

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This report sets out the officer views of Oxfordshire County Council (OCC) on the above proposal. These are set out by individual service area/technical discipline and include details of any planning conditions or informatives that should be attached in the event that permission is granted and any obligations to be secured by way of a S106 agreement. Where considered appropriate, an overarching strategic commentary is also included. If the local County Council member has provided comments on the application these are provided as a separate attachment.

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## Transport Schedule

### Recommendation:

#### **Objection for the following reasons:**

- The new clause relating to the bus service (21st Schedule, new clause 6.1.3) is not acceptable in its current form.
- Removal of the SUDs schedule (23rd Schedule, paragraphs 9, 9.1, 9.2, 9.3, 9.4) is not acceptable.

#### In addition:

- Further clarification is required around cycle parking (17th Schedule off Site Highway Work Part 2 Clause 4).
- Further discussion is needed on monitoring the bus only route (18th Schedule, Clause 4.2)
- Further detail is required regarding proposal for direct delivery of the cycle scheme (20th Schedule, Clause 3.1).

The applicant's proposed changes to the NW Bicester Exemplar S106 agreement are set out in the submitted Draft Heads of Terms document dated 12<sup>th</sup> December 2017. The Transport response to each is as follows:

No.	Current	Proposed	Comment
1	Not relevant to transport.	Not relevant to transport.	No comment
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11	Bus Lay-By Works (in principle drawing 7207 UA001881 Issue 6) Bus lay-by on the western side of the B4100 to the north of the South Entrance Works together with associated footway works linking up to the South Entrance Works and to include (a) sheltered Sheffield stand cycle parking; and (b) a bus shelter with seats of a design to be approved by the County Council and which accommodates the installation	Bus Lay-By Works (in principle drawing 7207 UA001881 Issue 6) Bus lay-by on the western side of the B4100 to the north of the South Entrance Works together with associated footway works linking up to the South Entrance Works and to include (a) <del>sheltered</del> Sheffield stand cycle parking; and (b) a bus shelter with seats of a design to be approved by the County Council and which accommodates the installation	OCC is aware of discussions around relocating cycle parking. However, we are unclear how this relates to the proposed change, which is simply to change the stands from sheltered to unsheltered. <b>Further clarification is required.</b>

	and operation of a real time information display unit at the shelter and associated works including ducting to accommodate the cabling for a real time information display unit with cabling to the junction where the sub-surface ducting connects to the 'riser' ducting at the shelter.	and operation of a real time information display unit at the shelter and associated works including ducting to accommodate the cabling for a real time information display unit with cabling to the junction where the sub-surface ducting connects to the 'riser' ducting at the shelter.	
12  18th Schedule, Clause 4.1	Not to cause or permit Implementation in respect of any part of Phase 3 or Phase 4 (other than levelling works and provision of haul road) until the Spine Road Phase 2 has been completed to adoption standard to binder course level (but with iron work flush with the binder course) in accordance with the provisions of the Section 38 Agreement for the Spine Road Phase 2 and opened to vehicular and pedestrian traffic (including buses).	<del>Not to cause or permit Implementation in respect of any part-Not to permit the Occupation of Phase 3 or Phase 4 (other than levelling works and provision of haul road)</del> until the Spine Road Phase 2 has been completed to adoption standard to binder course level (but with iron work flush with the binder course) in accordance with the provisions of the Section 38 Agreement for the Spine Road Phase 2 and opened to vehicular and pedestrian traffic (including buses).	OCC has no objection to this in principle. There is already safe vehicle and pedestrian access to the school and those parts of the development that are / to be occupied as part of the phase 2 (Hills) development (to the smaller bridge). This is from the Southern B4100 entrance whilst construction access (apart from the local centre) uses the Northern entrance. However, <b>the wording should be 'not to permit the occupation of any dwelling on Phase 3 and Phase 4'</b>
13  18th Schedule, Clause 4.2	To cause or permit commencement of any works in respect of the Spine Road Phase 2 until there has been approved in writing by the County Council (with or without amendments and conditions) a scheme for the installation of cameras for monitoring the use of the part of the Spine Road Phase 2 that is to constitute a bus only route (as shown indicatively on the On Site Highways Plan) such scheme to address the location of cameras their specification and installation which shall comply with all regulations and good practice guidance for camera enforcement of bus lanes (including Statutory Instruments 2005/2756 and Provisional Guidance of the 7 November 2005 as updated and replaced from time to time).	<del>To cause or permit commencement of any works in respect of the Spine Road Phase 2 until there has been approved in writing by the County Council, a scheme for monitoring of the part of the Spine Road Phase 2 that is to constitute a bus only route. The scheme should accommodate ducting and provision for other facilities and shall cost no more than X. The County Council shall monitor the bus route. The County Council should confirm no later than X whether a monitoring scheme is to be installed. The Developer shall implement the scheme in accordance with that approved by the County Council, up to a cost of X.</del>	It is the case that there is currently no approved specification for ANPR cameras, so some flexibility is required.  However, <b>OCC is not happy with the suggestion that monitoring may not be required</b> – some form of monitoring will be required in order to be able to enforce the order, and this will need to be agreed with TVP since, as there is no Civil Parking Enforcement in Place in Cherwell, TVP would have to enforce it.  <b>Further discussion is needed on this topic before any changes can be agreed.</b>
14  20th Schedule, Clauses 2.1, 2.1.1 and 2.1.2.	Not to cause or permit the opening of any show home to visitors (or if earlier Occupation of any Dwelling or any other building at the Site) until the Travel Plan Co-ordinator has been appointed and is in post and the Owner and the Developer further covenant that	Not to cause or permit the opening of any show home to visitors (or if earlier Occupation of any Dwelling or any other building at the Site) until the Travel Plan Co-ordinator has been appointed and is in post and the Owner and the Developer further covenant that	No objection, subject to review of drafting detail by solicitors. The proposed modification of commitment has been discussed with the Travel Plan team and is considered appropriate in this instance.

	<p>A Travel Plan Co-ordinator shall be in post from the date of appointment of the first Travel Plan Co-ordinator until 10 years from the date of Occupation of the final Dwelling.</p> <p>A Travel Plan Co-ordinator may be employed on a part time basis but the aggregate of the hours worked by the Travel Plan Co-ordinator plus his support team (which may include as appropriate consultants) shall be no less than 22 hours per week.</p> <p>The Travel Plan Co-ordinator or his representative with responsibility for liaising with and assisting residents/ proposed residents of any Dwelling at the Site and those employed at premises at the Site shall be employed to work from a location at the Site on no less than 3 days per week and preferably over 5 days per week until the Occupation of the final Dwelling and thereafter on this basis pending agreement of a revised schedule by the Developer and the Owner and the County Council (all parties acting reasonably).</p>	<p>A Travel Plan Co-ordinator shall be in post from the date of appointment of the first Travel Plan Co-ordinator until <del>10</del><sup>2</sup> years from the date of Occupation of the final Dwelling.</p> <p>a Travel Plan Co-ordinator may be employed on a part time basis but the aggregate of the hours worked by the Travel Plan Co-ordinator plus his support team (which may include as appropriate consultants) <u>shall be reviewed and phased in line with the phased delivery of the Development starting at 2 days (14 hours) per week from the Occupation of the first Dwelling, and up to shall be no less than 22 hours per week from date of final Occupation.</u></p> <p>The Travel Plan Co-ordinator or his representative with responsibility for liaising with and assisting residents/ proposed residents of any Dwelling at the Site and those employed at premises at the Site shall be employed to work from a location at the Site <u>where possible from first Occupation and move to the Interim Community Centre once available on no less than 3 2 days (14 hours) per week and preferably over 5 4 days per week until the Occupation of the final Dwelling and thereafter on this basis pending agreement of a revised schedule by the Developer and the Owner and the County Council (all parties acting reasonably).</u></p>	
15 20th Schedule, Clause 3.1	<p>Not to cause or permit the Occupation of any Dwelling until it has placed the Cycling Payment in an interest bearing account with a major bank and provided evidence to this effect to the County Council.</p>	<p><u>The Developer to submit a Cycle Scheme to the County Council for approval. The Cycle Scheme shall cost no more than £100,000 (index linked). The Developer shall implement the Cycle Scheme accordingly.</u></p>	<p>The monies are intended to provide a cycling incentive scheme. <b>If we were to agree to the developer providing this scheme, we would want to see details and costs before agreeing a cap.</b> The drafting would need to include the requirement for the County to approve the scheme, and what happens if the scheme is not delivered in accordance with the agreed details.</p>
16 21st Schedule, <b>new clause 6.1.3</b>	<p>A2D propose a new clause is introduced (6.1.3)</p>	<p><u>If the bus operator is not satisfactory and is dismissed early, the Developer would notify the Council. If this occurred, an agreement could be made between parties that Oxfordshire County Council could serve a</u></p>	<p>David Taylor comments: 'the wording of the proposed additional clause to Schedule 21 'if the bus operator is not acceptable and dismissed early' as a reason for terminating the</p>

		<u>termination notice earlier than three years.</u>	<p>Bus Service Obligation cannot be accepted in this form. Any additional clause should more accurately reflect the mechanism agreed including notice periods given etc..</p> <p>There is a break clause in the Bus Service contract in any event, after three years of operation.</p>
17 23rd Schedule, paragraphs 9, 9.1, 9.2, 9.3, 9.4	<p>The Owner and the Developer covenant with the County Council to establish prior to the Occupation of any Dwelling an interest bearing account with a major bank and deposit in such account</p> <p>9.1 Prior to the Occupation of any Dwelling at Phase 1 £191,761 Index Linked (Baxter)</p> <p>9.2 Prior to the Occupation of any Dwelling at Phase 2 £191,761 Index Linked (Baxter)</p> <p>9.3 Prior to the Occupation of any Dwelling at Phase 3 £191,761 Index Linked (Baxter)</p> <p>9.4 Prior to the Occupation of any Dwelling at Phase 4 £191,761 Index Linked (Baxter)</p> <p>And not to cause or permit the Occupation of the first Dwelling to be Occupied at Phase1, Phase 2, Phase 3 or Phase 4 until in each case the sum of £191,761 Index Linked (Baxter) has been deposited in such account.</p>	Delete all.	<p>The document suggests that this obligation is not required because the county council will not be taking on responsibility for the SUDS.</p> <p>The SuDS located outside private property extent are to be maintained by A2 Dominion. However, there is highway drainage that drains through the Suds features and the monies that are to be deposited, will guarantee that OCC can step in and carry out any required maintenance, should A2D default on carrying out maintenance at no cost to OCC.</p> <p>OCC cannot accept this change.</p>
18	Not relevant to transport	Not relevant to transport	No comment
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**Officer's Name: Joy White**  
**Officer's Title: Principal Transport Planner**  
**Date: 30<sup>th</sup> January 2018**

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## **Infrastructure Funding - Property**

Oxfordshire County Council Corporate Landlord Property team confirm that school has been built, works are accepted and signed off. Therefore the school intervention plan (Appendix 28) does not need to be updated for the purpose of the s106.

**Officer's Name: Hannah Battye**

**Officer's Title: Principal Infrastructure Funding negotiator**

**Date: 24<sup>th</sup> January 2018**

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