

**BY EMAIL AND POST**

Ms Caroline Ford  
Cherwell District Council  
Planning Department  
Bodicote House  
Bodicote  
Banbury  
OX15 4AA

24579/A3/AW  
18 September 2018

Dear Caroline

**LAND AT NW BICESTER, EXEMPLAR (LPA REFERENCE 10/01780/HYBRID)**  
**DEED OF VARIATION**  
**PRE-APPLICATION MEETING**

I write on behalf of A2Dominion ('A2D'), regarding the application to amend the Section 106 Agreement for planning permission 10/01780/HYBRID, in response to emails dated 14, 16 and 30 August 2018. Please find set out below our comments in respect of each Schedule.

**7<sup>th</sup> Schedule: Ecological and Landscape Management, Open Space and Play Areas**

In Cherwell District Council's ('CDC') email dated 14<sup>th</sup> August, Officers advised that there are a number of requirements of the Seventh Schedule which are not yet been satisfied. These include the following:

1. Certification process (Clauses 1.10, 1.11, 1.12);
2. The ELMP Detailed Scheme (Clause 1.4);
3. The Direct Management Scheme (Clause 2.2.1).

In response to the above, I can confirm that A2D will submit the ELMP Detailed Scheme and Direct Management Scheme to CDC no later than 31 October 2018. We are disappointed that CDC has yet to sign off the ELMP submitted in March 2013, which should inform the drafting of the ELMP Detailed Scheme.

We understand that arrangements are being put in place for CDC to view the completed strategic open space, incidental open space and play areas, as part of the certification process.

In terms of draft Heads, Officers accepted that the existing clause can be amended to remove reference to "*until transfer*" and proposed the following Heads:

***"The Owner shall undertake a playground and strategic open space inspection every week and an annual inspection (carried out by a RoSPA trained Inspector), and thereafter share the annual report with the District Council. The annual Inspections shall include the assessment of the following:***



- a. *General Site Condition*
- b. *Play Surface*
- c. *Climbing Apparatus*
- d. *Play Apparatus*
- e. *Play area fence and gates*
- f. *Seating and litter bins*
- g. *Signage*
- h. *Planting (trees and shrubs), grass*
- i. *Paths."*

As there are various professional bodies which undertake assessments, including RPII, reference should be made to "appropriately trained Inspector". Moreover, Heads should not make reference to "European Standards" which may be subject to change in the future. The scope of assessments will be set out in the submitted ELMP Detailed schemes. We therefore propose the following amendments to the proposed draft Heads:

*"The Owner shall undertake a playground and strategic open space inspection every week and an annual inspection (carried out by an appropriately RoSPA trained Inspector), and thereafter share the annual report with the District Council. ~~The annual inspections shall include the assessment of the following:~~*

- ~~a. *General Site Condition*~~
- ~~b. *Play Surface*~~
- ~~c. *Climbing Apparatus*~~
- ~~d. *Play Apparatus*~~
- ~~e. *Play area fence and gates*~~
- ~~f. *Seating and litter bins*~~
- ~~g. *Signage*~~
- ~~h. *Planting (trees and shrubs), grass*~~
- ~~i. *Paths."*~~

### **8<sup>th</sup> Schedule: Non-Residential Retail/ Office/ Nursery/ Community Hall/ Public House**

It has been agreed between parties that this Schedule would be amended by of a separate application to vary the Section 106 Agreement.

### **13<sup>th</sup> Schedule: Construction Standards**

Draft Heads, as issued 6 June 2018, have now been agreed between parties.

### **17<sup>th</sup> Schedule: Off-Site Highways Works**

The revised location for cycle parking as shown on Plan 'S38 Remedial Works' (ICS-2024-57-PO2), issued 1 August 2018, has been agreed between parties. Paragraph 4, Part 2 shall therefore be updated to include reference to this plan in respect of cycle parking in the bus lay by.

### **18<sup>th</sup> Schedule: On-Site Highways Works**

All parties have agreed to the draft Heads, as issued 6 June 2018, in respect of Clause 4.1 (allowing Phases 3 and 4 to be implemented prior to the Spine Road Phase 2 being completed).

It has been agreed that A2Dominion will submit a scheme for the installation of cameras for monitoring the use of the bus only link in accordance with Clause 4.2. Amendments are no longer sought to Clause 4.2 as part of this application to amend the Section 106 Agreement.

## **20<sup>th</sup> Schedule: Transport (Miscellaneous)**

Draft Heads as issued 1 August 2018, in respect of the 20<sup>th</sup> Schedule Clauses 2.1, 2.1,1 and 2.1.2 (Travel Plan Coordinator) have been agreed between all parties.

Proposed amendments issued 1 August, in respect of 3.1 (Cycle Payment Scheme) have been signed off by CDC. Can Oxfordshire County Council confirm it too is content with the proposed amendments in respect of Clause 3.1. We respectfully request that comments are provided no later than 21 September. If comments are not provided, we will assume that the County is content with the proposed amendments and instruct Winckworth Sherwood to draft accordingly.

## **21<sup>st</sup> Schedule (New Clause)**

In email correspondence dated 16 August, the County stated:

*“OCC object to the insertion of this clause, which we believe is not appropriate or justified. Prior to any rescoping of the contract, there first needs to be a review of the existing s106 agreement and contract, and the likely further development of NW Bicester, along with a thorough assessment of likely progress.”*

In our letter issued to the Council on 6 June 2018, we amended draft Heads to state:

*“The County Council agrees with the Developer and the Owner not to give a Termination Notice prior to 2<sup>nd</sup> February 2019 unless agreed with the Owner and the Developer”*

This was previously signed off by Howard Cox in an email dated 8 April 2016 (attached for ease), in which he states:

*“On behalf of the County Council I confirm that the County Council will undertake (such undertaking to be part of a supplemental deed to the Agreement) subject to the following proviso not to give a Termination Notice prior to 1<sup>st</sup> February 2019 unless agreed with the Owner and the Developer.”*

I would be grateful if the County Council could confirm sign off of the proposed draft Heads no later than 21 September.

## **23<sup>rd</sup> Schedule (SUDS)**

We have yet to receive Oxfordshire County Council's comments in respect of the proposed amendments to Clauses 6, 7, 8, 9, 9.1, 9.2, 9.3 and 9.4. We request that comments are provided no later than 21 September. If no comments are received, we will assume that the County is content with the proposed amendments.

## **Appendix 17 Eco Town Standards Post Occupancy Monitoring**

We note that CDC has requested that timescales are built in for the provision of information following the end of the financial year. A2D are willing to introduce such wording. Based on past experience, it does take time to collect and coordinate the relevant information. We therefore propose to introduce the following wording:

*“The Developer will endeavor to provide Monitoring Reports no later than 31 July of each year”*

Can the District Council confirm it is happy with the suggested drafting no later than 21 September.

**Local Letting Plan**

Officers advised that the Housing Team had no further objections in respect of the submitted Local Letting Plan. However, reference was made to the footnote (1) and no corresponding footnote wording. We can confirm that this related to properties 124 to 134 being subject to an additional Letting Plan. As a paragraph has been added in respect of these communal plots, this footnote is no longer required and will be removed from the final version submitted.

As set out, we would be grateful if the District and County Councils can provide any final comments by 21 September 2018. On behalf of A2D, we will then instruct Winckworth Sherwood to prepare the first draft of the Deed of Variation.

I would be grateful if you could confirm receipt of of the letter. Please do not hesitate to contact me should there be any matters arising.

Yours sincerely



**ALEX WILSON**  
Associate