

## **Appendix J – S106 Steering Groups – Draft Terms of Reference**

### **Draft Terms of Reference for the Progress and Delivery Group, Transport Strategy Review Group and the Education Review Group**

#### **Part 1**

#### **Progress and Delivery Group (PDG)**

The PDG will be committed to facilitating the comprehensive delivery and design of the Wider Site including infrastructure in a coherent and compatible manner. The role of the group:

- 1.1 The primary role of this group is to provide a forum for members to share information and collaborate on:
  - 1.1.1 the approach to ongoing design for development across the Wider Site and observance of the provisions of the SPD;
  - 1.1.2 where needed, the putting in place of compatible strategies across the Wider Site for dealing with utility provision and infrastructure, infrastructure and community engagement and representation;
  - 1.1.3 the stewardship arrangements of the Wider Site to facilitate a holistic and consistent approach to the management and maintenance of recreational, social, leisure and community facilities provided on the Wider Site to include investigating and collaborating in relation to community engagement and inclusion and in relation to the on-going management and maintenance of site wide facilities and infrastructure across the Wider Site;
  - 1.1.4 the delivery and integration of services and infrastructure across the Wider Site including as to capacity;
  - 1.1.5 maintaining the integrity of the spatial design and Wider Site linkages as identified in the SPD; and
  - 1.1.6 the delivery of the relocated new Waterbeach station and associated linkages;
- 1.2 PDG will also have a role in:
  - 1.2.1 Facilitating consultation and community forum feedback;
  - 1.2.2 Assessing and anticipating cumulative impact/effects of other developments being brought forward within the area including the Adjacent Land to secure a joined up and collaborative approach with other developers both in relation to identification and delivery of infrastructure requirements and assisting delivery of development;
  - 1.2.3 Keeping updated and informed on new policies, needs and standards of the local planning authority, local highway authority and education

authority to be incorporated within design and influence infrastructure being brought forward; and

- 1.2.4 Overseeing the development of the community.

#### Membership

- 1.3 The membership of the group, in the first instance and until such time as the full proposal for development of the Adjacent Land has been approved in outline, are proposed to be the District Council and the County Council with the Owner (or its development manager). Membership will be extended to the Adjacent Landowner once that consent has been granted and that land owner may from time to time be invited to attend meetings of PDG even before the said owner becomes a member.
- 1.4 Other stakeholders and interested parties may be invited to meetings (but not as members) depending on the agenda for example:
  - 1.4.1 Adjacent Landowner (until a member);
  - 1.4.2 Community Development Workers;
  - 1.4.3 Parish Councils

#### Frequency of meetings, agendas and reporting

- 1.5 Meetings will take place quarterly beginning within [3] months of the grant of the Planning Permission, but the members may from time to time agree a different frequency or ad hoc meetings.
- 1.6 Responsibility for preparing and distributing agendas and minutes (liaising with other members in terms of agenda items) will alternate between the Owner (or its development manager) and the promoter of the Adjacent Land from the point when their membership begins.
- 1.7 Minutes are to be circulated and agreed within 2 weeks from the relevant meeting. Any specific actions required between meetings will be addressed via email.

#### Terms of reference

- 1.8 The terms of reference of the PDG are:

#### **Applications**

- 1.8.1 To hear and note proposals for applications including those in preparation relating to any part of the Wider Site. This will offer an opportunity for a “sense check” as to compliance with the SPD;
- 1.8.2 To provide a forum for discussion as to emerging proposals across the Wider Site and likely timing. This will enable the Owner or its development manager to engage at the appropriate time with the promoter of the Adjacent Land (and vice versa) on terms for links across the Wider Site and other relevant matters; and

- 1.8.3 To provide a consultation response to the District Council on any applications within the Wider Site where such a response is agreed – but leaving PDG members able to make their own separate responses;

### **Delivery and progress**

- 1.8.4 To maintain awareness of approvals granted and completions achieved on any part of the Wider Site;
- 1.8.5 To receive and note information relating to the Education Evidence Review<sup>1</sup> process (including any comparable review process in relation to the Adjacent Land) so as to understand the likely need for any increased provision;
- 1.8.6 To review reports and updates from TSRG so as to inform the PDG's understanding of transport impacts and proposed mitigations;
- 1.8.7 To receive and note communications from community development workers and other community feedback so as to maintain awareness of community issues;
- 1.8.8 To keep TSRG informed as to likely future applications;
- 1.8.9 To note the progress of applications and development so that the PDG can:
- (i) Maintain a strategic view of the delivery of infrastructure as outlined in the SPD including (but not limited to):
    - (A) Connectivity and services including broadband and telecoms;
    - (B) Sports and community facilities;
    - (C) Education provision;
    - (D) Delivery of the new railway station;
    - (E) Sports facilities and open space; and
    - (F) Town centre and local centresso as to inform future design work, including as to capacity, strategies and applications
  - (ii) Understand the likely timing and lead in provision for links to be provided between the Site and the Adjacent Land with appropriate rights; and
- 1.8.10 To hear and note progress on the delivery of Links and negotiations in relation to these.

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<sup>1</sup> this provides for future reviews of child yield with the potential for school expansions  
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## Community

- 1.8.11 In accordance with the Community Fund Protocol<sup>2</sup> to consider applications from, with justification and business case, the County Council as to the use of and expenditure from the Community Fund<sup>3</sup> and to agree the release of monies as appropriate;
- 1.8.12 To receive reports from the County Council for the expenditure of any funds released under 1.8.11 as to the achievement of the objectives set for the expenditure and to consider any lessons to be learnt for the future;
- 1.8.13 To consider and provide comment from time to time on proposals from a member of PDG as to the facilities to be provided in any Community Building so that PDG's comments can be taken into account in the formulation of the relevant reserved matters application. In this regard, PDG will consider the facilities available and under consideration in other Community Buildings and any such facilities on the Adjacent Land to facilitate an appropriate range and choice across the Wider Site.

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<sup>2</sup> a process to be followed by CCC when bidding for funds from the Community Fund to fund community interventions, primarily to support more vulnerable residents, the process to include a business case and how the monies are to be spent

<sup>3</sup> £1,870,757 held as a draw down fund (500k of which is earmarked for the first phase with no carry forward) with bids considered by PDG  
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## **Part 2**

### **1 Transport Strategy Review Group (TSRG)**

The role of the group:

- 1.1 The TSRG is a consultative group the role of which is to facilitate co-ordination between partners over the delivery of the transport strategy for Waterbeach.
- 1.2 It will be responsible for reviewing the planning, monitoring and managing of travel behaviours, trip rates and the transport impact of the new town and recommending responses accordingly. The group will, specifically, seek to manage the impact of the new town on the capacity of the A10.
- 1.3 The TSRG will not have any decision making powers and all decisions regarding transport strategy for the Wider Site will rest solely with the County Council and/or the District Council as the case may be taking account of recommendations and representations from TSRG.
- 1.4 TSRG will enable the delivery of the overall transport strategy to promote comprehensive development of the Wider Site and facilitate:
  - 1.4.1 communication between the Owner and the Adjacent Landowner; and
  - 1.4.2 a unified approach to transport monitoring and delivery across the Wider Site to assist the District Council and the County Council in performing their functions.
- 1.5 TSRG will have the role of responding to improvements proposed to the A10 so that the agreed transport strategy can respond to changing circumstances. The group is a key forum for discussing appropriate changes to both the nature and the timing of various elements of the transport strategy subject always to the statutory roles performed by the District Council as local planning authority and the County Council as local highway authority.
- 1.6 A key element of this approach is to inform and recommend to key stakeholders the level of funding and investment to be committed across each phase, to ensure appropriate and proportionate use of resources to achieve the best outcomes achievable. In carrying out its functions, and operating within its terms of reference, TSRG will work collaboratively and in cooperation with other relevant stakeholders to enable efficient use of resources and to avoid where possible any abortive works or expenditure.
- 1.7 In addition, the group will also be a forum for discussing and seeking opportunities for additional sources of funding for travel plan initiatives (and other transport interventions) relating to the Site and/or the Adjacent Land.

#### Membership

- 1.8 The membership of the group, in the first instance and until such time as the full proposal for development of the Adjacent Land has been approved in outline, are proposed to be the District Council and the County Council with the Owner (or its development manager). However, it is proposed that membership be extended to the Adjacent Landowner once that consent has been granted and the Adjacent

Landowner may from time to time be invited to attend meetings of TSRG even before the said owner becomes a member.

1.9 Other stakeholders and interested parties may be invited to meetings depending on the agenda for example:

- 1.9.1 Representatives from the Combined Authority;
- 1.9.2 Local bus operators;
- 1.9.3 Travel for Cambridgeshire;
- 1.9.4 Greater Cambridgeshire Partnership
- 1.9.5 Network Rail;
- 1.9.6 Other travel plan coordinators in the local area; and
- 1.9.7 Parish Councils

#### Frequency of meetings, agendas and reporting

1.10 Meetings will take place quarterly beginning within 3 months of the grant of the Planning Permission, but the members may from time to time agree a different frequency or ad hoc meetings.

1.11 Responsibility for preparing and distributing agendas and minutes (liaising with other members in terms of agenda items) will alternate between the Owner (or its development manager) and the Adjacent Landowner from the point when their membership begins.

1.12 Minutes are to be circulated and agreed within 2 weeks from the relevant meeting. Any specific actions required between meetings will be addressed via email.

#### Terms of reference

1.13 The terms of reference of TSRG are:

#### **In relation to information and monitoring to:**

- 1.13.1 receive and consider the outcomes from the Travel Behaviour Monitoring Scheme<sup>4</sup> and make recommendations arising from that consideration;
- 1.13.2 discuss:
  - (i) improving an integrated approach to public transport;
  - (ii) as to the transport related priorities to be funded by s.106 contributions;
  - (iii) advancing site wide and wider local transport related connections/improvements;

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<sup>4</sup> the monitoring of vehicle trips against the agreed trip budget - to be required by condition appendix j - s106 steering groups - draft terms of reference/2 May 2019

- (iv) the County Council's programme of proposed transport interventions over the next 24 months;
- (v) any interventions directed to bringing forward the new station;
- (vi) any concerns as to progress on the A10 solution timetable so that TSRG can consider and agree any possible solutions/mitigations and how to deliver those; and
- (vii) in relation to matters allowed for in 1.14.1 regarding the potential push back of measures

1.14 discuss:

- 1.14.1 whether any of the Early Transport Measures, Early Transport Contributions<sup>5</sup>, Travel Behaviour Measures<sup>6</sup> (or contributions in lieu) (including any of the relevant measures or works to which any of the relevant contributions is/are to be applied in accordance with the terms of this Deed) may be either pushed back to a later trigger, or declared as not required, and whether specified measures should be delivered in a different order (subject to no increase in cost to the Owner); and
- 1.14.2 the management of monies received from transport contributions across the new town (being Instalments together with any corresponding contributions from the Adjacent Land)<sup>7</sup>

**To receive and consider annual reports:**

- 1.14.3 From travel plan coordinators;

**In relation to contributions and adjustments to:**

- 1.14.4 use Reasonable Endeavours to support any application by the Owner to secure public subsidy/funding for the A10 corridor improvements/public transport improvements by providing such reasonable assistance and information as may be requested by the Owner;
- 1.14.5 receive updates from the County Council as to funds received across the Wider Site by way of transport contributions and to note likely future receipts based on expected delivery across the Wider Site to the extent understood via PDG;

**In relation to progress on transport mitigations to:**

- 1.14.6 note the progress of transport mitigations agreed to be delivered by any non-local authority member through any relevant s.106 agreement or planning permission;
- 1.14.7 consider the effectiveness of any transport mitigations delivered (by any party) and other relevant circumstances including the results of

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<sup>5</sup> measures/contributions related to the first phase of Development

<sup>6</sup> additional measures which may arise depending on performance against the agreed trip budget

<sup>7</sup> Strategic Transport Contribution instalments  
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monitoring, such consideration to include, where agreed, a recommendation to the District Council and the County Council whether any agreed triggers may be flexed and extended to a level recommended by TSRG;

- 1.14.8 report to PDG, the County Council and the District Council on the progress and effectiveness of transport mitigations including delivery by the County Council where appropriate;
- 1.14.9 on consideration of reports from travel plan coordinators, offer advice and proposals on amendments to the travel plan as appear appropriate to the TSRG; and
- 1.14.10 where the County Council has reported concerns over its own delivery timescale TSRG will work to find a solution in order to minimise the risk of non-delivery. If no solution is forthcoming, TSRG may report to PDG with a recommendation as to how development should be constrained in order for mitigation measures to be delivered by the County Council to catch up;

### Transport Assessments

- 1.14.11 PDG has foresight of applications and will keep TSRG informed. A particular application may give rise to the need for a transport assessment (“**TA**”). Where this arises the TSRG may choose to meet prior to submission of any Reserved Matters Application to discuss:
  - (i) Further Key Phase trip budgets;
  - (ii) Travel Behaviour Measures which may allow for delivery of Further Key Phases;
  - (iii) ways of simplifying and ensuring proper account is taken of development across the Wider Site;
  - (iv) ways of simplifying and ensuring consistency as between TAs where these may overlap or follow in close succession such that TSRG considers its intervention is desirable. In such cases, TSRG may recommend that a single TA be submitted. If agreement on scope cannot be reached, TSRG will independently engage the Consultant<sup>8</sup> to identify opportunities for consistency in scope of TAs where they are overlapping or to gain efficiencies by the use of a single consultant. In such cases, TSRG will agree the cost of such engagement and the proportionate cost of the same (if any) to be borne by the Owner (“**Consultant Contribution**”) whereupon the County Council may then make a written demand for the same (“**Consultant Contribution Demand**”).

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<sup>8</sup> an independent consultant for TSRG  
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### Part 3

#### Education Review Group (ERG)

- 1.1 The ERG is a consultative steering group which will facilitate joint working between partners involved in the delivery of education at the Wider Site.
- 1.2 The ERG shall not have any decision making powers and all decisions regarding the design, delivery and need for any School, Additional Primary FE, Additional Secondary School or Additional Secondary FE shall rest solely with the County Council taking into account representations from the ERG but always giving precedence to the County Council's statutory duty to secure sufficient education for children resident or expected to be resident on the Site.
- 1.3 The role to be performed by this group is to:
  - 1.3.1 Monitor relevant information from the Wider Site so as to anticipate the need for school delivery;
  - 1.3.2 Provide a forum for relevant stakeholders to discuss matters in relation to school design and delivery; and
  - 1.3.3 Collaborate and where relevant provide recommendations on whether either or both of the Post 16 Facility and the SEND Facility is/are required in order to meet the needs of the Wider Site.
- 1.4 The ERG will work within and in conformity with these principles:
  - 1.4.1 Neither the Owner nor the Adjacent Landowner shall be required to make greater provision (whether by providing land and/or by way of financial contribution and/or in other ways) in relation to schools (including Post 16 and SEND provision) and early years provision than is necessary to meet:
    - (i) in the case of the Owner the needs of the Development; and
    - (ii) in the case of the Adjacent Landowner the needs of the development of the Adjacent LandThe ("**Fair Cost Principle**");
  - 1.4.2 Both the Owner and the Adjacent Landowner (when a member) has the right to call for discussion within the ERG on the Fair Cost Principle and how it should be applied in any relevant circumstance and if this right is exercised, ERG will set aside time for consideration and allow all members to make representations on the issues raised;
  - 1.4.3 Whilst needing to adhere to the Fair Cost Principle over the life of the Development and of the development on the Adjacent Land, the County Council as the local education authority, when deciding which school site to next call for and develop in accordance with either this Deed or the section 106 agreement relating to the Adjacent Land, may, call for the site it regards as the most appropriate;

1.4.4 The work of the ERG is separate from (although will take account of) the operation of those provisions within Annex D Part 3<sup>9</sup> of this Deed and any comparable provisions within the section 106 agreement relating to the Adjacent Land (“**Site Specific Education Reviews**”);

1.4.5 The County Council will follow the Guiding Principles in the above matters

### **Membership**

1.5 The membership of the group, in the first instance and until such time as the full proposal for development of the Adjacent Land has been approved in outline, are proposed to be the District Council and the County Council with the Owner (or its development manager). However, it is proposed that membership be extended to the Adjacent Landowner once that consent has been granted and that land owner may from time to time be invited to attend meetings of ERG even before the said owner becomes a member;

1.6 Other stakeholders and interested parties may be invited to meetings depending on the agenda for example:

1.6.1 The Adjacent Landowner (until a member);

1.6.2 Relevant school providers;

1.6.3 Parish Councils;

### **Frequency of meetings, agendas and reporting**

1.7 Meetings will take place quarterly beginning within 20 Working Days’ of the grant of the Planning Permission, but the members may from time to time agree a different frequency or ad hoc meetings;

1.8 Responsibility for preparing and distributing agendas and minutes (liaising with other members in terms of agenda items) will alternate between the Owner (or its development manager) and the Adjacent Landowner from the point when their membership begins;

1.9 Minutes are to be circulated and agreed within 2 weeks from the relevant meeting. Any specific actions required between meetings will be addressed via email;

### **Terms of reference**

1.10 The terms of reference of ERG are:

### **Monitoring**

1.10.1 To monitor the school age population of the Wider Site in order to anticipate need and discuss the timing and phased construction of schools across the Wider Site;

1.10.2 To keep up to date with the demographics and demographic trends of the Wider Site, and the development mix and trajectories within it and the impact of these on the delivery of relevant education facilities;

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<sup>9</sup> the process around school expansions including evidence gathering  
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- 1.10.3 To receive information from the County Council on their reviews of Post 16 and SEND provision to inform consideration and discussion by ERG of the timing of delivery of those facilities on the Site (SEND Facility) and the Adjacent Land (Post 16 Facility) and of payment of the SEND Contribution and the Post 16 Contribution (and equivalents in relation to the Adjacent Land)

together (“**School Monitoring Information**”);

### **School delivery**

- 1.10.4 To consider the implications of the School Monitoring Information in relation to and make recommendations to the County Council on all aspects of school delivery across the Wider Site (including design, procurement, seeking school promoters, calling for sites and legal aspects) including in relation to Post 16 and SEND provision;
- 1.10.5 In relation to the next school to be delivered, and the County Council's rights in relation to the calling for of land reserved for schools or school expansions to consider the options for school delivery as between the Site and the Adjacent Land and to seek to agree this with County Council – and make recommendations for the same but subject always to the Fair Cost Principle and the Guiding Principles;

### **Secondary school provision**

- 1.10.6 In relation to secondary school provision, the ERG will work to the assumption that two secondary schools of comparable size across the Wider Site (one on each ownership) is the optimal solution. In this regard, if the Additional Secondary Condition A is satisfied (pursuant to the EER process) ERG will consider and recommend whether this should lead to either:
- (i) The Additional Secondary School Condition<sup>10</sup>; or
  - (ii) The Additional Secondary FE Condition<sup>11</sup>;
- being satisfied;
- 1.10.7 Further, following confirmation from the County Council of the approach to be adopted in accordance with 1.10.6 if the Additional Secondary Condition A<sup>12</sup> is satisfied:
- (i) ERG will consider and make recommendations to the County Council on the extent of any of any additional FE payments which should be payable by the Owner taking account of all relevant matters including the Guiding Principles; and
  - (ii) If the conclusion is that the Additional Secondary FE Condition is satisfied, and the evidence shows that although the said condition

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<sup>10</sup> a second SS across the Wider Site is preferred

<sup>11</sup> expanding the SS is the preferred option

<sup>12</sup> that the Development requires additional SS provision  
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is met, fewer than three additional FE are justified, the ERG will consider and make recommendations to the County Council on the extent of any Secondary School Site Expansion Land required and any balance which can be released;

### **Primary School provision**

- 1.10.8 In relation to primary school provision, the ERG will seek to make the most efficient use across the Wider Site of land for primary schools and expansions taking account of the Fair Cost Principle but always to make adequate provision for primary school places;
- 1.10.9 In relation to the Site, where the evidence shows that, of the two Additional Primary FE potentially to be provided for by the Owner, only one or part of one (or more than one but less than two) is required to serve the Development then in seeking to achieve the aims of 1.10.8, ERG will discuss and make recommendations to the County Council on the extent of any of any additional FE payments which should be payable by the Owner and School Site Expansion Land required from the Owner, and any balance which can be released, taking account of all relevant matters including the Guiding Principles

### **General**

- 1.10.10 As part of the exercise in 1.10.8 and 1.10.9 ERG (but subject to the School Delivery Principles and the Guiding Principles) will discuss where any additional FE should be located within the Wider Site;
- 1.10.11 ERG will record any representations made either by the Owner or the Adjacent Landowner in relation to any recognition which should be made in relation to the Fair Cost Principle; and
- 1.10.12 ERG will keep PDG informed as to actions being taken and in plan or progress for the delivery of schools and any recommendations made by ERG

### **School delivery principles**

- 1.10.13 Subject to paragraphs [ ] and [ ] the County Council as local education authority retains sole legal responsibility and liability in relation to the delivery of schools (and any school expansions subject to satisfaction of the relevant provisions in this Deed regarding the same);
- 1.10.14 Subject to the School Site Call Notice Programme<sup>13</sup> and [ ] the timing of the opening of schools rests solely with the County Council taking account of representations of the ERG but depending on circumstances at the time ERG may recommend for the County Council to consider:
- (i) That the County Council should serve on either the Owner or the Adjacent Landowner (when a member of ERG) a notice delaying transfer of any School Site already called for ("**Delay Notice**");

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<sup>13</sup> a programme setting out when each of the schools can be called for by the County Council  
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- (ii) A different solution for the provision of education on the Wider Site which has advantage including in terms of planned development programmes on the Wider Site and is worthy of consideration;
- (iii) The release of any School Site Expansion Land (or part thereof) where depending on the outcome of any EER or the information from School Monitoring Information it seems to ERG that the same could be released;

### **Design, promotion and community use**

- 1.10.15 To work together to achieve the effective design and delivery of schools on the Wider Site conforming to relevant design code requirements;
- 1.10.16 To support the County Council and relevant government stakeholders in the appointment of school providers so as to facilitate a “joined up” approach to the operational requirements of all schools across the Wider Site;
- 1.10.17 To maximise the educational and community use and opportunities of each school including to facilitate commercial robustness of schools and their contribution to the new community at the Wider Site;
- 1.10.18 To review governance and operational requirements from time to time to inform future decisions and to facilitate more effective working between schools;

### **Post 16 and SEND**

- 1.10.19 To discuss the School Monitoring Information and any other relevant information made available to ERG in order to discuss and where relevant recommend:
  - (i) when each of the Post 16 Facility and/or the SEND Facility is/are required in order to meet the needs of the Wider Site;
  - (ii) when the SEND Site is required or as the case may be if it can be released and when the SEND Contribution is required in order that proper SEND provision can be made;
  - (iii) when the Post 16 Site is required or as the case may be if it can be released and when the Post 16 Contribution is required in order that proper Post 16 provision can be made;
- 1.10.20 In considering the matters in paragraph 1.10.19 ERG must take account of the development programmes of both the Owner and the Adjacent Landowner so as to work within those programmes in delivering these facilities;
- 1.10.21 Decisions under 1.10.19 will not be made before the Occupation of [2,000] Dwellings or after the Occupation of [3,500] Dwellings so as to allow the Owner and the owner of the Adjacent Land to plan ahead.

