

IMPLEMENTATION STRATEGY

on behalf of

Taylor Wimpey UK Ltd

LAND SOUTH OF PARK ROAD, KEYNSHAM



October 2009

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SECTION ONE – INTRODUCTION

- 1.1 This Implementation Strategy has been prepared to supplement Taylor Wimpey's planning application for residential led mixed use development on land south of Park Road, Keynsham.
- 1.2 Policy GDS.1 of the adopted Local Plan identifies that the mixed use development of Site K2 is to be undertaken "*on the basis of a co-ordinated strategy*". There is no further guidance within this policy regarding how development on Sites A and B is to be delivered other than to identify that the delivery of residential development at Site K2 is to be decided by a comprehensive masterplan approach with about 500 dwellings delivered within the Plan period.
- 1.3 The Development Principles Document prepared by the Council in 2007 refers to a masterplan being required to guide development of the two sites. Such a masterplan has been prepared jointly by the owners of Site A (B&NES Property Services) and Taylor Wimpey. The masterplan has been subject to discussion with the Council's Major Development Team, the Town Council and was subject to public consultation in March / April 2009.
- 1.4 This process has led to broad agreement between the Major Development Team and the owners of Site A and B as to the disposition of land uses across the two sites and the arrangement of development within the sites. Taylor Wimpey's planning application accords with the disposition and arrangement of land uses within the agreed masterplan.
- 1.5 In other application documentation the manner in which the application scheme meets the site requirements listed in Policy GDS.K2 are explained, most notably in the Planning Statement (Section 3). To supplement this, an Implementation Strategy has been prepared which explains how the development is to be implemented.
- 1.6 Contained herein is information in relation to: (i) phasing; (ii) delivery mechanisms and (iii) draft heads of terms for the S106 Agreement.



SECTION TWO – PHASING

- 2.1 Attached at Appendix A is the phasing plan (Dwg. No. 15149 SK01-PP Rev. A) prepared for the implementation of Site B demonstrating the anticipated programme and timescale within which the various components of the scheme are to be provided. In the following paragraphs the sequence of development is described.
- 2.2 Development of the site will progress westwards from Park Road. The existing workshops at the end of Park Road will be demolished and any contamination associated with these uses, if present, shall be addressed prior to commencement of construction. Tree and hedgerow protection measures will be implemented within the eastern part of the site prior to construction. Essential infrastructure works will be undertaken prior to construction; these include drainage works as well as highway improvement works along Park Road on the approach to the site.
- 2.3 The site office / construction compound will be located along the southern boundary of the site in order to minimise noise / visual intrusion to nearby existing residential occupiers.
- 2.4 The first phase of the development will see the highway works at the site entrance, and the construction of approximately 42 dwellings taking place (Year 1). This first phase will also include construction of the first section of the internal road layout together with the opening of a show home / sales office.
- 2.5 The 2nd Phase (Year 2) will see the delivery of approximately 44 residential units. In the following year, construction will commence upon the community core of the development which will comprise residential, retail and flexible business floor space together with public open space and children's play provision. Construction will also commence upon residential units to the south of the community core whereby approximately 28 dwellings could be delivered in this period. Year 3 will therefore mark the halfway point in the delivery of development at Site B.



- 2.6 Years 4 and 5 will bring forward the construction of a further 67 residential units within the western part of the site.
- 2.7 The emergency access to Parkhouse Lane will be provided in conjunction with Phase 5 together with improvements along Parkhouse Lane itself. The works required to improve Parkhouse Lane are within highway land and will be undertaken in conjunction with the highway authority and the necessary agreements entered into.
- 2.8 Year 6 will see the delivery of the final part of the residential element comprising the final 31 units within the north-western part of the site together with the laying out of the junior playing field and its associated changing room and parking facilities.
- 2.9 Within each phase local open space and play provision will be laid out in conjunction with the development unless the parcel of land is otherwise required for an alternative short term use (eg site compound). Footpaths and footpath links to adjoining land shall also be laid out in conjunction with the development of individual phases.
- 2.10 Completion of the development will take place in Year 7 with completion of the community core to the development together with open space and play provision within the centre of the site.
- 2.11 The Landscape Strategy accompanying the application submission details the location, nature and timescales for strategic landscaping and tree planting across the site to ensure planting takes place at appropriate times to ensure the longevity of the landscaping and tree planting programme. Localised areas of planting can be addressed by appropriate landscaping conditions.
- 2.12 In respect of the proposed transfer of land for the extension to Castle Primary School, discussions are ongoing with B&NES Education Department in respect of the timing of this transfer. Outline planning permission is sought for the school enlargement and the Design and Access Statement provides details in respect of the siting, scale, access, and massing of the extension which will be subject to



further applications by B&NES Education Department providing the detailed design of the school extension.

- 2.13 The timing of the provision of the footpath link across Abbots Wood will be the subject of discussion between Taylor Wimpey, B&NES Council, B&NES Property Services, and the Woodland Trust and its delivery will need to co-ordinate with the implementation of development on Site A to ensure that pedestrian linkages across the woodland are delivered at an appropriate time in the build programme of Site A. Until such time as development has commenced on Site A the link through the woodland between Sites A and B is not required.
- 2.14 Trigger mechanisms for the timing of provision of the various elements of on and off site social and physical infrastructure will be addressed within the Section 106 Agreement and are discussed in Section 3.



SECTION THREE – DELIVERY MECHANISMS

- 3.1 This section of the Implementation Strategy summarises how the site requirements listed in Policy GDS.K2 of the Bath and North East Somerset Local Plan are to be met. This Strategy relates to the development of Site B whilst information is presented in Section 5 as to the potential phasing and implementation of Site A.

Residential Development
To be constructed by Taylor Wimpey in accordance with the approved plans and the phasing strategy set out in Section 1. A construction management plan has also been submitted. <i>Responsibility for Implementation: Taylor Wimpey / RSL</i>
Employment Development
Workshop units presently located at Park Road Industrial Estate to be demolished (see Section 6 of Planning Statement for matters relating to the lease arrangements for these premises). Taylor Wimpey has sought to facilitate discussion between B&NES Economic Development Officer and the occupiers of the workshops to establish relocation requirements. New work units located on Site B to be built in accordance with the approved plans and the phasing strategy set out in Section 1. <i>Responsibility for Implementation: Taylor Wimpey</i>
Vehicular Access
Vehicular access works to be undertaken at the junction of Park Road / Dunster Road adjacent to Thompson Cottages (Drg CBR-AKR-003/01) by means of Section 278 Agreement. These works will be undertaken to base course level prior to the commencement of development and completed during the construction process as required by the Agreement. Improvements to Parkhouse Lane to provide emergency access (Drg CBR-AKR-003/02) to be undertaken by means of Section 278 Agreement. These works are to be undertaken prior to the beneficial occupation of the 200 th dwelling. Negotiations with the Highway Authority concerning the S278 Agreement will be required upon the grant of planning permission. <i>Responsibility for Implementation: Taylor Wimpey</i>
Pedestrian Links to Abbots Wood
Access to the woodland is proposed and is to be serviced by appropriate



entrance furniture the design of which is to be agreed and set into the secure fenced boundary to permit pedestrian, pram/pushchair/less-abled access but exclude bicycles and motorbikes. A commuted sum towards the maintenance will be provided to the Council as part of the open space management and maintenance arrangement in the Section 106 Agreement.

The Woodland Trust is prepared, in principle, to consider selling a 3 metre width strip of land, subject to obtaining required legal consents, for the purpose of improving the footpath along the northern edge of the wood between Site A and B. Negotiations concerning this are on-going at present.

A footpath diversion order will be required under Section 119 of the Highway Act 1980 in relation to the re-alignment of public footpath BA27/16. This Order can be secured upon the grant of planning permission.

Responsibility for Implementation: Taylor Wimpey to prepare application for Footpath Diversion Order, B&NES to grant the Order, Taylor Wimpey to undertake the required works within the application site.

Traffic Management Measures/Enhanced Pedestrian and Cycle Routes

The internal arrangement of the development allows for new footpaths to connect to existing footpaths that adjoining the site. These works will be undertaken in the normal course of the construction programme and in accordance with the phasing strategy set out in section 1.

Off site improvements are proposed through provision of a new zebra crossing to be located at Albert Road east of the junction with St. Clements Road to facilitate improved pedestrian access to the town centre (Dwg. CBR-ABK-003/03). A financial contribution will be made by way of the Section 106 Agreement payable to the Council to implement these works.

Responsibility for Implementation: B&NES following receipt of financial contribution.

Contribution towards Keynsham Railway Station

Discussions regarding improvements to the Station have been had with Officers of the Council but these have not identified any realistic suggestions as to improvements that would be of an appropriate scale and kind. In the event that improvements are identified by the Council through liaison with Network Rail that are of an appropriate scale and kind consideration will be given towards incorporating these within the S106 Agreement.

Responsibility for Implementation: B&NES following receipt of financial contribution.

Contributions towards Public Transport

A financial contribution will be included within the S106 Agreement towards improvements to public transport infrastructure within the Park Road Estate (refer to TA).

Responsibility for Implementation: B&NES following receipt of financial contribution.



Improvements to Castle Primary School

As part of the submitted planning application, an area of 0.75ha has been identified adjacent to the southern boundary of Castle County Primary School to allow for its enlargement. Outline planning permission is sought for this use. Within the S106 Agreement provision will be made for the transfer of land to the Local Education Authority. A financial contribution will also be made via the S106 for education provision.
Responsibility for Implementation: B&NES following transfer of land and receipt of financial contribution.

Community Meeting Place

It is intended that the enlarged Primary School will have a facility capable of accommodating community use as part of a dual use agreement. Obligations relating to this will be included within the S106 Agreement.
Responsibility for Implementation: B&NES following transfer of land and receipt of financial contribution.

Retail Provision

Two retail units are identified within the layout for Site B to be built in accordance with the approved plans and the phasing strategy set out in Section 1.
Responsibility for Implementation: Taylor Wimpey in the first instance, thereafter commercial operator during the operational phase.

Retention of existing hedgrows

Secured through the layout / landscape strategy and safeguarding measures are included within the Tree Protection Plan (Appendix 6 'Tree Survey' of the Supplementary Landscape and Environmental Information).
Responsibility for Implementation: Taylor Wimpey.

Children’s Play Space

To be provided in accordance with the phasing plan as development progresses. The S106 Agreement will specify (i) the areas of land concerned; (ii) the specification for the Local Equipped Areas of Play and the Local Areas of Play; and (iii) a commuted sum for maintenance and management.
Responsibility for Implementation: Taylor Wimpey in the first instance, thereafter B&NES.

Playing Field

To be provided in accordance with the phasing plan as development progresses. The S106 Agreement will specify (i) the area of land concerned; (ii) any necessary specification; (iii) arrangements for provision of changing facilities; and (iv) a commuted sum for maintenance and management.



Responsibility for Implementation: Taylor Wimpey in the first instance, thereafter B&NES.

Protection of Abbots Wood

Secured through the layout / landscape strategy and safeguarding measures are included within the Tree Protection Plan (Appendix 6 'Tree Survey' of the Supplementary Landscape and Environmental Information).

Responsibility for Implementation: Taylor Wimpey.

On Site Planting

To be implemented by Taylor Wimpey in accordance with the approved Plans.

Responsibility for Implementation: Taylor Wimpey.



SECTION FOUR – DRAFT HEADS OF TERMS FOR SECTION 106 AGREEMENT

- 4.1 The following Heads of Terms are suggested for the proposed Section 106 Agreement which will be required to be entered into by Bath and North East Somerset Council, the landowners and the Applicant prior to planning permission being granted for the proposed development.
- 4.2 The Heads of Terms are in draft form and are therefore themselves subject to further discussion and/or agreement. The obligations proposed will be in accordance with Circular 5/05 and generally in accordance with the Council's Local Plan Policies. The obligations will also take into account evidence contained in the various documents submitted to the local planning authority with the planning application and in particular the Transport Assessment.
- 4.3 The Draft Heads of Terms and obligations are as follows:-
- 4.4 **Off-Site Highway Works**
- i. Financial contribution towards improvements to the following road junctions where the development is shown within the Transport Assessment to have the greatest traffic impact:
 - Bristol Road (A4175) / St Ladoc Road junction: £7,500 contribution towards an indirect signalling scheme;
 - Charlton Road / Culvers Road junction: £14,500 contribution towards installation of a mini-roundabout;
 - ii. Financial contribution towards improvements within Keynsham town centre, precise sum to be negotiated upon publication of the final report relating to the town centre regeneration proposals;
 - iii. Financial contributions towards implementing TROs along the southern part of Park Road;
 - iv. Implementation and timing of the delivery of the highway, traffic calming and pedestrian improvement works as shown on Dwg. CBR-ABK-003/01 at the junction of Park Road with Dunster Road and on Park Road to the south of this junction;



- v. Parkhouse Lane cycle access and emergency access improvements (Dwg CBR-ABK-003/02) together with the timing of the implementation of these works;
- vi. Installation of / financial contribution towards a new zebra crossing on Albert Road, east of the St. Clements Road / Sherwood Road junction (Dwg. CBR-ABK-003/03). Means of delivery to be the subject of negotiation with B&NES;

4.5 **Transportation Improvements**

- i. Financial contribution towards public transport improvements in the form of a sum towards fixed bus infrastructure in the form of upgrading four existing bus stops within the Park Estate, namely in Coronation Avenue and Cedar Drive with a total sum of £45,000 provided to cover the full works costs as cited by B&NES Public Transport Team;
- ii. Financial contribution towards improvements at Keynsham Railway Station (subject to scheme identification that is of a reasonable scale and kind).

4.6 **Affordable Housing Provision**

- i. 35% on-site provision to be delivered with a tenure split of 76% social rented and 24% shared equity housing;
- ii. Phasing and delivery of social rented and shared equity housing.

4.7 **Public Open Space / Play Provision**

- i. Delivery and arrangements for the management / maintenance of the on-site recreational open space and children's LEAP and LAP play facilities;
- ii. Specifications for the children's play equipment;
- iii. Delivery and arrangements for the provision, and future maintenance / management of the junior playing field, changing room building and associated car parking provision.

4.8 **Education / Community Facilities**

- i. Timing of the transfer of the land for the extension to Castle Primary School to the LEA;



- ii. Financial contributions to education provision;
- iii. Obligations upon the LEA to make available to the local community facilities within the school.

4.9 **Flexible Business / Retail Floorspace**

- i. Timing of delivery of the business / employment floor space;
- ii. Reversion of floor space to residential use if not occupied for employment use after a specified period of time.

4.10 As consideration of the submitted planning application progresses and consultation responses are received the Heads of Terms will be developed into a comprehensive legal agreement.



SECTION FIVE – IMPLEMENTATION OF SITE A

- 5.1 As noted above, Sites A and B are both physically separated and in separate ownerships therefore development at Site A lies outside the control of Taylor Wimpey. However, the joint masterplan brings the proposed land use elements for two sites together to present a co-ordinated approach to the allocated site and comprehensive provision of the Site Requirements listed in Policy GDS.K2.
- 5.2 In the circumstance, as exists presently, where the development of Site A and Site B is progressing at different times, it is not for Taylor Wimpey to specify the sequence of development on Site A. That will be a matter for the Local Planning Authority to agree with the landowner as part of a subsequent and separate planning application and in any event Taylor Wimpey has no ability to influence or commit the landowner to a particular course of action.
- 5.3 Notwithstanding this the Council have requested information on how Site A could be implemented to ensure that there is a co-ordinated approach to development in overall terms. Accordingly an indicative phasing programme for Site A has been prepared by Taylor Wimpey to illustrate how the development proposals on Site A can be secured such that the Site Requirements listed in Policy GDS.K2 are satisfactorily met. This is set out below:

Sequence of Development

- 5.4 Attached at Appendix B is an indicative phasing plan for Site A. This is comprised of:

Phase I

- Construction of Site Access (Charlton Road roundabout)
- Residential Units (c 40 dwellings)
- Public Open Space (MUGA five-a-side pitch, equipped area of play)
- Pedestrian link to Charlton Road and Holm Oak Road

Phase II

- Residential Units (c 50 dwellings)
- Services provided to employment land, facilitating its development



Phase III

- Residential Units (c 75 dwellings)
- Pedestrian link to Abbots Wood

Phase IV

- Residential Units (c 50 units)
- Equipped area of play

Delivery mechanism

- 5.5 Delivery mechanisms will be similar to those suggested by Taylor Wimpey in relation to Site B and explained in Section 2 herein.

Planning Obligations (initial consideration of off-site requirements)

- 5.6 Set out below is an initial consideration of planning obligations required to deliver the off site works associated with development of Site A:

- Off site highway works (vehicular/pedestrian/cycle) to be determined through TA prepared in the context of cumulative assessment of key sites in Keynsham undertaken by Mott Macdonald on behalf of B&NES.
- Financial contribution towards education provision at Castle Primary School and secondary school provision – to be agreed with the LEA.
- Contribution towards Keynsham railway station to be provided on a similar basis as Taylor Wimpey's contribution.
- Contributions towards public transport to be provided on a similar basis as Taylor Wimpey's contribution.
- On-site affordable housing provision.

- 5.7 These suggested obligations will be the subject of more detailed consideration as the development proposals for Site A are progressed.



- 5.8 Taken together, this indicative consideration of how development on Site A could be implemented illustrates that where proposals are brought forward for Site A that accord with the agreed masterplan, the site requirements listed in Policy GDS.K2 can be satisfactorily met. It similarly demonstrates that there is no one factor or a combination of factors relating the development and implementation of Site A that is so intrinsically related to Site B to prevent or restrict development on Site B.
- 5.9 Taylor Wimpey has sought to discuss the implementation of Site A with the site's owners and their advisors. Whilst no formal response has been received by the Site's owners, email correspondence from Pegasus Planning Group (attached at Appendix B) confirms that Taylor Wimpey have adopted a reasonable and appropriate approach to this.



APPENDIX A: PHASING PLAN - SITE B



APPENDIX B: INDICATIVE PHASING PLAN - SITE A

