



FLITWICK TOWN COUNCIL

Ref: Agenda/Council- 19/07/2022- 437

14TH June 2022

Dear Sir/Madam

All Members of the Town Council are hereby summoned to the **Council Meeting of Flitwick Town Council** that will take place on **Tuesday 19th July 2022 at The Rufus Centre**, commencing at **7.45 p.m.** in order to transact the under mentioned items of business. Yours faithfully

Rob McGregor

Rob McGregor
Town Clerk

Distribution: All Town Councillors
Notice Boards
Central Bedfordshire Council

Chairman to read out the following statement:

I would like to inform everyone present that this meeting is being filmed and that by joining this meeting you are consenting to being filmed. Can I also remind Councillors and members of the public not to disclose any personal information regarding an individual as this might infringe the rights of this individual and breach data protection rules. Can I also remind you when not speaking to mute your microphone.

1. **APOLOGIES FOR ABSENCE**

To receive apologies for absence.

2. **DECLARATIONS OF INTEREST**

To receive Statutory Declarations of Interests from Members in relation to:

- (a) Disclosable Pecuniary interests in any agenda item.
- (b) Non-Pecuniary interests in any agenda item.

3. **TOWN MAYOR'S ANNOUNCEMENTS**

To receive announcements from the Town Mayor.

4. **REPORTS FROM WARD MEMBERS**

To receive reports from Central Bedfordshire Council ward members.

Ward Members report - the planning application submitted for a retirement home on a site in Church Road. The Ward Councillor for Eversholt, Milton Bryan & Westoning has objected to CBC Planning on a number of grounds including development on the green belt, lack of sustainability of the site, landscape appearance & access to Flitwick. Cllr Gomm contacted the planning officer supporting the objection.

5. **PUBLIC OPEN SESSION**

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, pertaining to matters listed on the Agenda.

Click the link below to join this Teams meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWMwMmQ5NjUtMzMxMi00YTQxLTg4ZjltN2FhMTZINzg2MjNm%40thread.v2/0?context=%7b%22Tid%22%3a%2240e995ae-789a-4e33-95b3-c51501ea6c4a%22%2c%22Oid%22%3a%221a1e83d2-fc3d-46f4-92bc-b4407aca52d1%22%7d

Each Speaker will give their name to the Chairman, prior to speaking, which will be recorded in the minutes, unless that person requests otherwise. Each Speaker will be allowed **(one) three-minute slot**.

6. **INVITED SPEAKER**

To hear a presentation from Tobin Stephenson Head of Service MANOP regarding the Steppingley Road development.

7. **MEMBERS QUESTIONS**

To receive questions from members.

8. **MINUTES AND RECOMMENDATIONS OF MEETINGS**

- a. For Members to approve the minutes of the Planning Committee meeting held, on Tuesday 10th May 2022, this meeting was held at the Rufus Centre.
- b. For Members to approve the minutes of the Town Council Meeting held, on **Tuesday 21st June 2022**, this meeting was held at the Rufus Centre.
- c. For Members to approve the minutes of the Business Services meeting held, on **Thursday 12th May 2022**, this meeting was held at the Rufus Centre.
- d. For Members to receive and consider **resolutions and recommendations** of the Corporate Services Committee Meeting, held on **Tuesday 28th June 2022**, this meeting was held at The Rufus Centre.
- e. For Members to receive and consider **resolutions and recommendations** of the Community Services Committee Meeting, held on **Tuesday 5th July 2022**, this meeting was held at The Rufus Centre.
- f. For Members to receive and consider **resolutions and recommendations** of the Business Improvement & Development Board meeting, held on **Tuesday 12^h July 2022**, this meeting is held at The Rufus Centre.

9. MATTERS ARISING

- a. Minutes of the Town Council Meeting held on Tuesday 21st June 2022.
- b. Members to receive any updates from Officers.

10. ITEMS FOR CONSIDERATION

a. Rolling Capital Fund (RCF) Applications

- i) Members are asked to note the RCF Summary document circulated.
- ii) Members are asked to approve the following Committee applications to the RCF:
 - Community Services – Hub Lights - £2,506

iii) Year End 2021-22 RCF

Members are asked to note the proposed RCF projects that were ‘closed down’ and rolled forward at Year End.

b. CBC Consultation - Electric Vehicle Charging: Guidance for New Developments Supplementary Planning Document (SPD)

Members to consider a report from the Planning Improvement Working Group in relation to this consultation.

https://www.centralbedfordshire.gov.uk/info/38/consultations/1185/consultation_electric_vehicle_charging_planning_guidance

c. Joint Committee Sub

Members are asked to elect a Sub to the FTC/CBC Joint Committee.

Members are asked to note that it is the Member’s responsibility who cannot attend the meeting to contact the Sub to seek their attendance, and to pass on the relevant paperwork.

d. Environmental Audit

Members are asked to consider the quotations circulated for the Environmental Audit and note that the funding from this will be from Rolling Capital Fund (RCF).

e. Toucan Crossing

Members are asked to consider sending a joint letter with Ampthill Town Council, to Central Bedfordshire Council, about the plans to defer the installation of a Toucan Crossing, (draft letter attached).

11. ITEMS FOR INFORMATION

a. Financial Overspends

Members are asked to note the following overspend on the revenue budget:

Community Budget 4002/300 Uniform - £157.93 overspend.

The Public Realm Team required the additional uniform.

b. Planning – Responses to CBC including Officer Delegated Decisions

Members are asked to note the Planning Responses including Delegated Decisions.

c. Planning – CBC Decisions

Members are asked to note the CBC Decisions on Planning Applications.

d. Flitwick Food Extra – Holiday Project

Members are asked to note a delegated decision to approve the Flitwick food extra project as laid out in the attached report.

12. PUBLIC OPEN SESSION

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, in respect of any other business of the Town Council.

Each Speaker will give their name to the Chairman prior to speaking, which will be recorded in the minutes, unless that person requests otherwise. Each Speaker will be allowed **(one) three-minute slot**.

13. EXEMPT ITEMS

The following resolution will be **moved** that is advisable in the public interest that the public and press are excluded whilst the following exempt item issue is discussed.

14a. Town Council minutes 21st June 2022.

14b. Business Services Minutes 12th May 2022.

Pursuant to section 1(2) of the public bodies (Admission to Meetings) Act 1960 Council **resolve** to exclude the public and press by reason of the confidential nature of the business about to be transacted.

Flitwick Town Council Planning Committee

Minutes of the 368th Meeting of the Planning Committee held on Tuesday 10th May 2022 at The Rufus Centre.

Committee Members Present :-

Councillor P Earles
Councillor J Gleave (Chairman)
Councillor H Hodges
Councillor M Platt (Vice Chairman)
Councillor J Roberts (Virtual)
Councillor R Shaw

Also in Attendance :-

Environmental Services Manager

3043 Apologies for Absence

Apologies were accepted for Councillor A Chacko.

3044 Declaration of interest on Agenda Items

No pecuniary interests were declared.

Non-pecuniary interests were declared by Cllr Shaw in relation to agenda item 10a.

3045 Chairman's Announcements

The Chairman commented that he had attended a meeting with the developer for land at Steppingley Road who presented the Members with plans for the site. The Chairman felt it was a positive discussion and questions were raised around landscaping, highways and infrastructure.

Cllr Shaw asked if section 106 had been raised at the meeting. The Environmental Services Manager advised that this was raised and any suggestions for 106 funds could be sent into the developer for consideration.

3046 Public Open Session

There were no members of public present.

3047 Invited Speaker

There was no invited speaker.

3048 Members Questions

There were no questions.

3049 Minutes

It was **RESOLVED** to accept the minutes of the Planning Committee Meeting held 21st April 2022 as a true record.

3050 Matters Arising

There were no matters arising.

3051 Items For Consideration

3051-1 Planning Policy Review

It was **RECOMMENDED** to adopt the Planning Policy.

3051-2 Planning Guide Review

The Environmental Services Manager advised of three changes to the document to reflect the scheme of delegations adopted at full Council in April.

It was **RECOMMENDED** to adopt the Planning Guide subject to the removal of point 16 and 17 and amendment of point 18 to reflect what was adopted at Full council in April 2022.

3051-3 CBC Statement of Community Involvement Consultation April 2022

It was **RESOLVED** to submit the response as presented to Central Bedfordshire Council.

3052 PLANNING APPLICATIONS FOR CONSIDERATION

3052-1 CB/22/01242/FULL

Location: 69 Ampthill Road, Flitwick, Bedford, MK45 1AZ

Proposal: Ground floor rear infilled extension and loft conversion.

It was **RESOLVED** to support this planning application.

3052-2 CB/22/01118/FULL

Location: 14 Hinksley Road, Flitwick, Bedford, MK45 1HH

Proposal: Demolition of 3 x 1 bedroom flats.

It was **RESOLVED** to support this planning application with the following conditions;

1. Additional cycle parking spaces to be provided
2. All conditions from the biodiversity impact assessment are met

3052-3 CB/22/01151/FULL

Location: 10 Sandringham Road, Flitwick, Bedford, MK45 1RW

Proposal: Single storey front and two storey rear extensions.

It was **RESOLVED** to support this planning application.

3052-4 CB/22/01591/FULL

Location: 7 Tythe Close, Flitwick, Bedford, MK45 1LE

Proposal: Single storey side, and rear extension, demolition of existing conservatory.

It was **RESOLVED** to support this planning application.

3052-5 **CB/22/05143/FULL**

Location: Flitwick Hand Car Wash, 1 High Street, Flitwick, MK45 1DU

Proposal: First floor extension to create an office and conversion of ground floor to takeaway. Erection of 4 metre high boundary treatment along northern boundary adjacent to car wash access.

It was **RESOLVED** to support this planning application with the following conditions;

1. All condition of the odour and plant noise assessment are met.
2. 2 Cycle parking spaces are included as per CBC's standards,

3053 ITEMS FOR INFORMATION

CBC Decisions

Members noted the CBC decisions on Planning Applications.

3041 PUBLIC OPEN SESSION

No Members of Public were present.

3042 EXEMPT ITEMS

There were no Exempt Items

The Meeting closed at : 20:21

Signed :

On behalf of :- Flitwick Town Council

Chairman

Date:



FLITWICK TOWN COUNCIL

DRAFT Minutes of Flitwick Town Council Meeting held on 21st June 2022 at 7:45pm at the Rufus Centre

Present:

Cllr A Snape (Chairman)
Cllr C Thompson
Cllr J Dann
Cllr J Gleave
Cllr I Blazeby
Cllr G Mackey
Cllr K Badham
Cllr B Meredith-Shaw
Cllr P Earles
Cllr M Platt
Cllr J Daly
Cllr H Hodges
Cllr J Roberts
Cllr D Toinko

Also present:

Rob McGregor – Town Clerk & Chief Executive
Stephanie Stanley – Corporate Services Manager
Susan Eldred – Community Services Manager (via virtual access)
Mike Thorn – Environmental Services Officer
Derek Kemp – DCK Accounting Solutions

Members of the public – 10 (5 via virtual access)

5243. APOLOGIES FOR ABSENCE

Apologies were received and accepted for the following Councillors:

Cllr Lutley – family commitments
Cllr Shaw – unwell
Cllr Chacko – sabbatical leave

5244. DECLARATIONS OF INTEREST

To receive Statutory Declarations of Interests from Members in relation to:

- (a) Disclosable Pecuniary interests in any agenda item – none.

Cllr Daly entered the meeting at 19:47.

- (b) Non-Pecuniary interests in any agenda item – Cllr Mackey – Chairman of the Church Road Flitwick Local Action Group.

5245. TOWN MAYOR'S ANNOUNCEMENTS

- Ward Members had been asked to submit reports for future meetings to shorten this section of meetings as agendas were getting long. The Chairman requested for Members to ask questions in advance.
- The final fundraising figure for the Town Mayor's Charities last year was £5,908 and the Chairman thanked those who had helped achieve this.
- Thanks were extended to Members who had sponsored the Mayor and Deputy Mayor for Flitton Potato Race. £1280 was raised in partnership with Ampthill therefore £640 would be donated to this year's Town Mayor's Charities.
- The Mayor had attended a lunch with the new Reverend of the Parish Church, Lord Lieutenant's Service, family day at Doolittle Yard for a business opening and the Royal British Legion Jubilee Afternoon Tea Party.
- The Murder Mystery event had been a success and the Chairman thanked Councillor Badham and his drama group colleagues.
- The Town Clerk and his team, in particular the Community Services Manager, were thanked for their work in providing the Family Fun Day event. It was a very good day and residents appreciated all the attractions.

The Chairman proposed under Standing Order 1A to move agenda items 10g and 10h higher up the agenda as members of the public had attended the meeting about these matters.

The Environmental Services Officer entered the meeting at 19:50.

5246. REPORTS FROM WARD MEMBERS

A short report had been circulated and this was noted. Councillor Mackey advised that for future months, the three Ward Members would do a combined report.

5247. PUBLIC OPEN SESSION

Judith Fisher, Honorary Secretary for the Church Road Action Group presented, that the development had sparked reactions from residents, commenting that:

- It was contrary to the National and local Planning policies, Government circulars, orders, statutory instruments, MANOP and more.
- Many studies, largely in objection, had already been undertaken and posted on the CBC Planning portal. The Action Group would be posting their own list before the consultation deadline and were thankful to the CPRE and a planning consultant for their professional advice and guidance.
- The Group were thankful to Councillor Mackey, Ward Member, who was their Chairman and allowed the Group to use his Focus on Flitwick social media page to advance their campaign.
- Engagement had taken place with Greensand, wildlife and highways bodies, as well as the media and there was almost unanimous support for the Group's STOP campaign.
- Arguments against were well documented.
- The 'headline' 166 units was misleading as it was clear from the plans that the applicants planned 228 units and 232 car parking spaces. All matters were unreserved which left a feeling of unease.
- Outside the red line site, the changes proposed to the carriageway, footway, sight-lines, speed tables, narrows, lighting etc. were wrong and technically impossible to achieve without riding over national and local highways planning laws and having a disregard for the safety of all present and future users of Church Road.
- Not all land owners had been served notice and the planning authority could not be assured legal rights had been upheld.
- Allowing a developer of a controversial scheme leeway to place a key element, in this case the highway, outside the application site appeared perverse.

- Thanks were extended to the Planning Improvement Working Group (PIWG) for their recommendations which resonated with the Action Group. The Action Group hoped the Council would support the STOP campaign.
- The Group requested permission to display STOP posters on Council property.

Mandy Wilsmore, a member of the Church Road Action Group, presented that:

- The same individuals (until recently) owned the 3 parcels of land which were part of the Flitwick Manor estate. One had been sold to a developer and the vendors knew they would not get planning permission for housing.
- The Steppingley Road field would have been more suitable as it was flat, was on the main road, 800m from the station, opposite Council offices/facilities, opposite the Leisure Centre and a footpath on both sides of the road already in situ.
- The Church Road field was an attempt to circumvent the planning process and build in the greenbelt by applying for older people's accommodation. It was outside the settlement area, not in the Local Plan, on a dangerous road with constraints that made safe access almost an impossibility, the high gradients, failed to meet MANOP guidelines, and there was no main road frontage.
- Requested for everyone to work together to oppose this application.

Robert Wilsmore, a member of the Church Road Action Group, presented that:

- Councillor Gleave's PIWG report was well written and endorsed his views.
- He showed a plan about swept path analysis highlighting the issues with corners of vehicles. The proposed plans used swept paths of the wheels however once Mr Wilsmore had imposed graphics of vehicles, as they turned, the true swept paths were shown and it highlighted that drivers could not turn round corners without striking a hedge or verge.

Bev Kemp, a local tenant farmer of the surrounding area, commented that there was so much wildlife and asked if there had been impact studies carried out on the area. She mentioned developments in Westoning meant Flitwick and Westoning would soon be joined up. She wanted to protect the rural spaces.

5248. INVITED SPEAKER

There was no invited speaker.

5249. MEMBERS QUESTIONS

There were none.

5250. MINUTES AND RECOMMENDATIONS OF MEETINGS

Councillor Thompson mentioned that items 8a (Planning Minutes) and 8b (Planning resolutions) had already been approved at the previous meeting.

- (c)** For Members to note the minutes of the Annual Statutory of the Town Council Meeting held, on **Tuesday 17th May 2022**, this meeting was held at the Rufus Centre.

Members adopted the minutes of the Annual Statutory Meeting of the Town Council held on Tuesday 17th May 2022 with three amendments: insert additional name to the Community Services Committee membership, replace Councillor Gleave with Councillor Earles for the election to the Business Improvement & Development Board membership and remove an unnecessary note under item 7(iv).

- (d) For Members to receive and consider **resolutions and recommendations** of the Personnel Committee Meeting, held on **Tuesday 24th May 2022**, this meeting was held at The Rufus Centre **(this item will be moved to Exempt)**.

Members noted the resolutions of the Personnel Committee meeting held on Tuesday 24th May 2022. Members raised a question about resolution 10d which was discussed under exempt.

- (e) For Members to receive and consider **resolutions and recommendations** of the Community Services Committee Meeting, held on **Tuesday 7th June 2022**, this meeting is held at The Rufus Centre.

Members noted the resolutions and recommendations of the Community Services Committee meeting held on Tuesday 7th June 2022.

- (f) For Members to receive and consider **resolutions and recommendations** of the Business Improvement & Development Board Committee Meeting, held on **Thursday 16^h June 2022**, this meeting is held at The Rufus Centre.

This meeting did not take place so there were no resolutions to consider.

5251. MATTERS ARISING

- a. Minutes of the Annual Statutory of the Town Council Meeting held on Tuesday 17th May 2022.

Members commented that under item 6(v) – Joint Committee with CBC – there was an action to elect a Sub at the next Council meeting which was not on the agenda. It was agreed for the Town Clerk to investigate if the Council could have a Sub for the Joint Committee and if so, to put this on the next Council agenda.

- b. Members to receive any updates from Officers - none.

5252. ITEMS FOR CONSIDERATION

- a. **Rolling Capital Fund (RCF) Applications**

Members were asked to approve three Committee applications to the RCF as set out on the agenda.

Members discussed the circulated RCF Summary and questioned the figures presented as they did not seem to be correct. The Corporate Services Manager was unable to answer at the meeting how much was left in the RCF but would investigate and update Members with a confirmed figure by email. The CSM advised that prior to this meeting, no applications had been made to the RCF since the new financial year.

- i) It was **resolved** to approve the Corporate Services application of £3,800 from the RCF for the heritage website proposal.
- ii) It was **resolved** to approve the Room 20 office refurbishment application of £4,920 from the RCF.
- iii) It was **resolved** to approve the Community Services application of £4,900 from the RCF for the ditch and bund works to secure the boundary of the Maulden Road Country Park site.

- b. **BATPC Membership**

The Chairman advised on multiple issues with BATPC including being let down by the County Officer with extended delays for arranging Chairmanship training and the 6 weeks delay they contributed to as part of the loan application for the purchase of 3 Station Square. Leighton Linlade and Dunstable Town Councils were no longer members of BATPC. Members were informed that if the Council left the County Association, this would also result in not being members of NALC which would be detrimental since the Council benefitted from being part of NALC. The service had fallen short of expectations and the standard of support given by the previous County Officer had been much better. Councillor Mackey commented that the Council had previously withdrawn membership for the same reasons.

It was **resolved** to write to BATPC to state that the Council had reluctantly renewed its membership however were unimpressed with the service provided and were carefully considering whether to renew next year, considering other Councils had withdrawn.

c. Year End Accounts

i) To receive and approve the Financial Statements for 2021/22

Members asked why the Sea Cadets Headquarters remained listed under Information on Assets Held. The CSM advised that the building was listed because the lease had not been completed.

The Accountant agreed to include more detail within the note regarding local organisations' benefit for leasing land for their buildings as agreed in the Corporate Services resolution. The Accountant commented that grant aid was included currently in the body of all other expenditure.

Members requested for the 'Barclays' purchase to be referred to as '3 Station Square' and to include the War Memorial.

It was **resolved** to de-gender Councillors names in the report.

It was **resolved** to approve the Financial Statements for 2021/22 with the amendments discussed relating to grant beneficiaries, Members' names, and 3 Station Square.

ii) To receive and approve the Governance Statement 2021/22

It was **resolved** to approve the Governance Statement 2021/22.

iii) To receive and approve the Annual Return 2021/22

It was **resolved** to approve the Annual Return 2021/22.

iv) For members to receive and consider the final Interim Audit Report for year-end 31st March 2022

It was **resolved** to accept the final Interim Audit Report for year-end 31st March 2022.

Councillor Mackey thanked the staff for the good report.

Derek Kemp left the meeting at this time.

d. Revised Calendar of Meetings

Members requested for the calendar to be for the whole civic year, to include a BI&DB meeting in December and look to move the Corporate Services meeting to week commencing 12th December.

It was **resolved** for Corporate Services Committee to consider an alternative December date to meet and to amend the calendar of meetings to incorporate all dates within the civic year. A BI&DB meeting would be included for December.

e. Appointment to Committees - Corporate Services

From the Annual Statutory meeting 17th May 2022, Councillors Platt, Shaw and Earles have requested that they be considered for membership of the Corporate Services Committee.

Councillors Daly, Platt, Shaw and Earles were proposed and seconded for the vacancies on Corporate Services. As there were only 2 vacancies, Members took part in a written ballot.

It was **resolved** to elect Councillors Platt and Shaw to the Corporate Services Committee.

f. Environmental Audit

Members were asked to consider the quotations circulated for the Environmental Audit and note that the funding from this will be from Rolling Capital Fund (RCF).

Members asked to defer this item to the next Council meeting as Officers were unsure on the current balance for the RCF.

**g. Planning Application - CB/18/01969/OUT
Land between Brogborough, Lidlington and Marston Moretaine**

Members were asked to consider this planning application. A report from the Planning Improvement Working Group (PIWG) was circulated with this agenda.

Members commented it was good to see the planning considerations made in the report stretched beyond the Flitwick boundary and detailed the impact this would have on the town. Councillor Gleave wanted to highlight that the PIWG had a sense of unease about this development considering its size, however they recognised the land was allocated for development. The PIWG looked at its impact on healthcare facilities and highways.

Members were of the view that it was likely for this development to go ahead. Councillor Mackey mentioned that he attended a meeting recently about this and little weight was being given to the traffic impact for Flitwick. The route planning was dependent on assessments made in 2016 before some developments that are in place now, were in situ. He added consideration needed to be made for other developments, e.g. Aldi supermarket and the crematorium. Flitwick was the natural station for the new owners of these homes to travel to, and staffing and frequency of trains had not yet been defined. The S106 contribution was unsuitable, consideration would potentially be given to the Fordfield roundabout for this and Councillor Mackey had raised concern regarding the chicanes in Froghall Road in relation to this.

Councillor Blazeby mentioned that parking had been discussed at the Joint Committee meeting as a main concern for residents currently, without consideration of this development. It was agreed for this to be reported at the next Joint Committee meeting.

Members were asked how they felt about approaching the developer and Councillor Gleave commented the Council should engage with the developers but in an open and transparent way, raising the concerns detailed in the report. This would assist with mitigations for impact and to raise the issue about the little weight being given to the traffic impact on Flitwick.

A discussion took place about the West Mid Beds Health Hub plans but this could add more pressure onto roads. Councillor Badham pointed out that there was a shortage of

medical staff and that there was a proposed development between Barton and Silsoe which would create even more impact.

It was **resolved** to accept the report circulated and object to this planning applications on elements contained in the report that related to traffic, highways, and parking. The PIWG would be tasked with arranging a meeting with the developers and CBC.

**h. Planning Application - CB/22/01575/OUT
Land South of Church Road, Flitwick, Bedfordshire**

Members were asked to consider this planning application. A report from the Planning Improvement Working Group is circulated with this agenda.

The Environmental Services Officer made a correction to the information given on the agenda advising that the consultation period had been extended to 8th July.

Councillor Gleave summarised the PIWG discussions advising that the development was completely unsuitable, was against Greenbelt Policy, the highways impact, the lack of assessment on a county wildlife site – a nationally important habitat next to the proposed development.

Members congratulated Councillor Gleave on the report. Members commented that quantifiable benefit to remove a site from greenbelt had not been shown in the application and that the development was not for local people. There were severe traffic implications in a sensitive area. This accommodation was also not affordable. Councillor Mackey commented that the application referenced a deficit for older people's accommodation, but the assessment had been done quite a few years ago. Members thought it would be interesting to see an updated assessment on this. It was agreed there were other sites available that were less sensitive.

It was **resolved** to strongly object to this planning applications citing the list of objections contained in the PIWG report.

7 members of the public left the meeting at this time.

i. Election of Members to the Heritage Website Working Group & the ALC

Members considered the report circulated.

Heritage Website Working Group

Councillor Blazeby commented that the names put forward for membership to this group at the Annual Statutory meeting were all now corporate members. The formal election to this Group would be done at the next Corporate Services meeting.

Allotment Liaison Committee (ALC)

It was explained that actions were being carried out by the ALC without appropriate authority. The Town Clerk advised that a Working Group set up would be more appropriate than the current arrangements and for the Community Services Terms of Reference to be updated to include the Working Group.

It was **resolved** for the Community Services Committee to review governance arrangements for an Allotments Working Group to ensure decision making was legal. The Community Services Committee were to look at what this Group would do and what their purpose was.

The Environmental Services Officer left the meeting at 21:03.

j. Crime and Disorder Audit

Members were asked to note the circulated crime audit document.

A few typos were mentioned and it was requested for these to be sent by email to the Town Clerk. Members were advised that this was a document to be managed and updated by Officers but it would come back to Council for review.

Members suggested sending this to the CBC Safer Neighbourhood Team, the Community Policing Team and the Police & Crime Commissioner.

A discussion took place regarding the crime figures presented and how these differed to the perception of residents. Councillor Badham commented that some individuals continued to post photo opportunities on social media which did not contribute positively to the public's perception on crime.

It was **resolved** to adopt the Crime & Disorder Audit circulated with the amendments suggested relating to the youth provision item being removed and typos.

5253. ITEMS FOR INFORMATION

a. Briefing notes on Biodiversity Net Gain and the Levelling Up Bill

The Chairman commented that the Levelling Up Bill notes were particularly interesting.

Councillor Toinko asked how the PIWG would approach biodiversity net gain, as he was keen to understand how this would be applied. Councillor Gleave responded that the PIWG could consider this at a future meeting.

The documents circulated were noted.

b. Joint Committee

The Chairman gave an overview of the Joint Committee meeting which took place on 14th June with CBC. Both FTC and CBC gave presentations about their Corporate Strategy with CBC's being more generic and FTC's having more detail about planned activities. Members hoped that the more informal set up of the Committee would help to get work done. Councillor Blazeby thanked Councillor Snape for his work on the presentation.

c. Planning – Officer Delegated Decisions

Members noted the Officer delegated decisions circulated. Councillor Blazeby asked about the improved communications that should be implemented since the new planning approach was introduced, including the dedicated webpage and regular publication of CBC planning applications through social media. Members were informed that the webpage had been created and the Town Clerk would check with the Comms & Marketing Manager about the social media posts.

The Chairman asked for Members' thanks to be passed onto the Environmental Services Manager and her team.

5254. PUBLIC OPEN SESSION

No items.

5255. EXEMPT ITEMS

The following resolution will be **moved** that is advisable in the public interest that the public and press are excluded whilst the following exempt item issue is discussed.

8b. Minutes & Recommendations of Meetings

13a. Youth Provision

It was **resolved** to progress with option 2 presented but to look at finance options for the future.

13b. Personnel Update

Pursuant to section 1(2) of the public bodies (Admission to Meetings) Act 1960 Council **resolve** to exclude the public and press by reason of the confidential nature of the business about to be transacted.



MINUTES OF THE BUSINESS SERVICES MEETING HELD ON THE 12TH
MAY 2022
AT 7.45 pm AT THE RUFUS CENTRE

Present:

Cllr A Snape (Chairman) Cllr I Blazeby
Cllr A Lutley Cllr P Earles Cllr J
Gleave

Rob (Town Clerk) – attended virtually
Stephanie Stanley – Corporate Services Manager (CSM) Helen Glover - Senior
Finance Officer (SFO)
Lisa Cousins – Administration and Bookings Officer (ABO) Member of the public – 0

1384. APOLOGIES FOR ABSENCE

Apologies were received and accepted for Councillor Badham (family commitment), Councillor Mackey (CBC commitments) and Councillor Roberts (unwell).

1385. DECLARATIONS OF INTEREST

To receive Statutory Declarations of Interests from Members in relation to:

- (a) Disclosable Pecuniary interests in any agenda item – none.
- (b) Non-Pecuniary interests in any agenda item – none.

1386. CHAIRMAN'S ANNOUNCEMENTS

The Chairman noted it was the last meeting thanked everyone including officers, for their service.

1387. PUBLIC OPEN SESSION

There were no members of the public present.

1388. INVITED SPEAKER

There was no invited speaker.

1389. MEMBERS QUESTIONS

There were no questions.

1390. MINUTES

- a. For Members to receive and adopt the Minutes of the Business Services Committee held on 10th March 2022.

The minutes of the Business Services Committee held on 10th March 2022 were adopted with two amendments relating to matters arising under Exempt Items.

1391. MATTERS ARISING

- a. Minutes of the Business Services Committee 10th March 2022.

Councillor Blazeby advised that only one review had been posted on Trip Advisor for the café. Members suggested for signage to be increased for greater awareness and that the current photo of the outdoor seating be updated to show the new benches.

Action: CMM

The Chairman asked how officers were progressing with the new signage on the ground floor relating to the accessible toilet. Officers advised that the signage was in hand but had not yet been completed due to staff sickness. There was no update available regarding the latest situation with the accessible toilet.

Cllr Blazeby asked if the café opening times for serving hot food had been extended to 3pm as previously discussed. He also asked if the costings for the Christmas offers had been circulated and if there was an update on menu boards. The CSM advised that no further work had been done on the Christmas offerings costs due to staff sickness and there was no update on new menu boards.

Members asked for an update on the takeaway packaging for tenants. The CSM advised that the cost for this had been included by the CFL in the cost for the food. In addition to the cost, members were also concerned of the environmental impact, and whilst the packaging used is recyclable and compostable, the café should reduce the amount of single use packaging as much as possible, such as when delivering to tenants in their rooms. The Chairman was frustrated that a full report had not been provided to include the practicalities of using crockery in tenants' rooms and environmental implications, in addition to costings. The CSM was asked to ensure that tenants who were receiving their orders via room delivery, did so with crockery and not takeaway packaging.

Action: CFL/CSM

1392. ITEMS FOR CONSIDERATION

- a. **Flitwick Business Group**

Members felt the report did not have enough information, such as feedback from the community, or what was viable in terms of time, resources and benefits. The Chairman felt there was demand for support as he had received positive feedback from a recent engagement with local business. Members discussed various options that could be possible, including working alongside the Ampthill Chamber of Commerce Group. Members asked that it should be discussed by SMT including if it would be better suited to the Community Services Committee moving forward.

Action: SMT

**Recommendations and resolutions of the Corporate Services Committee
28th June 2022**

The Town Council are asked to **note** the **Resolutions** of the Corporate Services Committee

1 Apologies for Absence

It was **resolved** to accept apologies from Cllr Gleave (dental appointment).

9a Heritage Website Working Group

It was **resolved** to elect Councillors Blazeby, Platt and Toinko as members of the Heritage Website Working Group.

9b Annual Residents Satisfaction Survey

It was **resolved** for the Chairman of the Corporate Services Committee to liaise with the Corporate Services Manager to compile a delegated list of outcomes to be discussed at relevant Committees and Council, which would be reviewed by the SMT.

9c December meeting

It was **resolved** for the meeting previously scheduled for 20th December to be moved to 14th December.

12a CCLA/Business Reserves

It was **resolved** to move item 12a – CCLA/Business Reserves – to the public section of the meeting.

12b Local Organisation Proposal

It was **resolved** to accept in principle the design and scale of the plans presented but reject any attempt to have palisade fencing of grassland. Members would accept ornamental hedging up against the building as shown in the original sketch plan.

Recommendations and resolutions of the Community Services Committee 5th July 2022

The Town Council are asked to note the **Resolutions** of the Community Services Committee.

1012. ITEMS FOR CONSIDERATION

a. Allotment Holders Group

It was **RESOLVED** to change the name of the Allotment Liaison Committee to The Allotments Working Group, which will report back to the Community Services Committee. Any member of the Council can be on the working group with membership being chosen by the Community Services Committee.

b. Hub Lights (including Car Park)

It was **RESOLVED** to proceed with Quotation 1 at the cost of £2506 plus Vat to complete the works detailed in the report.

c. CBC Consultation - Developing in the Forest of Marston Vale: Design Guidance SPD

It was **RESOLVED** to send a response based on Cllr Toinko's finding discussed in the meeting, with the addition of the comments surrounding trees identified by other members.

d. Manor Park Bench Request

It was **RESOLVED** for the Town Clerk to write a policy on benches.

It was **RESOLVED** to delay the decision on the bench request until the finalisation of the Management Plan.

e. Maulden Road

It was **RESOLVED** to rename the formally, known as Country Park to Flitwick Nature Park

f. Station Square

It was **RESOLVED** to set up a working group to discuss the bench policy with Officers and also to discuss further what members would like to see on the land Infront of Station Road.

g. Improving Equality & Inclusivity: Engaging with the LGBTQ+ Community in Flitwick & Ampthill

It was **RESOLVED** to accept the following proposals –

- 1 To agree with the principle of running a project to improve equality & inclusivity by working with the LGBTQ+ community in Flitwick and Ampthill.
- 2 To agree to work with LGBT Bedfordshire as a community partner to deliver the project.
- 3 To join a joint working group consisting of three members from FTC and three members from ATC who will develop a detailed proposal for both Councils.
- 4 To agree to apply to the Govia Community improvement fund for funding based on the initial proposal (due to time constraints,)
- 5 To agree to request allocation of £2,000 from S106 Community Cohesion funding from CBC to fund FTC's proportion of the initial project.

h. Terracycle Schemes for Hard to Recycle Items

It was **RESOLVED** to not proceed with the Teracycle Schemes at the Rufus Centre.

It was **RESOLVED** to sign post residents to the wider range of waste reduction, reuse and recycling schemes within Flitwick and the surrounded area using social media, the website and Flitwick papers.

1015. EXEMPT ITEMS

12a – Youth Provision

Pursuant to section 1(2) of the public bodies (Admission to Meetings) Act 1960 Council **resolved** to exclude the public and press by reason of the confidential nature of the business about to be transacted.

There was a Recommendations made under Exempt Items.

It was **RESOLVED** to except the Officers recommendation on the report.

Recommendations and resolutions of the Business Services & Improvement and Development Board 12 July 2022

The Town Council are asked to consider and **approve** the Recommendations of the Business Services & Improvement and Development Board and **note** the Resolutions.

ITEMS FOR CONSIDERATION

9a The Rufus Centre - Functions – Events and Bar – Policies and Procedures

Members were asked to consider and adopt the policies and procedures for the Rufus Centre Functions and Bar.

Subject to a minor amendment it was **RESOLVED** to adopt the Rufus Centre Functions Events and Bar Policies and Procedures.

c. Social Media Performance

Members are asked to inform Officers what social media performance information they would like presented at future BI&DB meetings.

It was **RESOLVED** that members would email the Communications and Marketing Manager separately.

d. Firewall Protection

Members are asked to consider a quotation for a complete firewall protection service.

It was **RESOLVED** to check the original contract and carry out a contract review.

EXEMPT

12d. Business Plan

As per the Delivery Plan notes, it was suggested for the BI&DB to look at the creation of a Business Plan as a priority. Members were asked to discuss a way forward for this considering there is no Business Manager in post.

It was **RESOLVED** that BIDB members write a visioning paper to take back to a future meeting of the BIDB.

e. Staffing Matter – Business Development Manager

Members were asked to discuss the outcomes needed from the role of a Business Development Manager (suggested Part Time) to make a recommendation to Personnel Committee for consideration.

It was **RESOLVED** to defer this item and await the draft visioning paper.

f. Cleaning Contract

Members were asked to note the information circulated in the Corporate Services Manager's report relating to the current situation with the cleaning contractors. Members were asked to consider the options presented and agree a way forward.

It was **RESOLVED** to defer the decision for 1 month and monitor the contract for a week and hold further discussions with the contractor.

Rolling Capital Fund Balances 2022-23

Last reviewed: 30 June 2022

(315) Rolling Capital Programme	RCF Opening Balance	£	181,783
PLUS	RCF Current Year Funding	£	93,784
	LESS Year to Date Spending	£	4,319
	LESS Committed Spending	£	59,459
(Total Committed Spend 2022/23)		-£ 63,778 (2022/23 Budget N/L 5014)	
	LESS Overspend Funded by Central RCF	£	-
2022/23 RCF Funds Available (Uncommitted)		£	211,789

RCF Code		Description	Committee	Minute Ref	Budget Committed	Previous Year's Spend	22/23 Spend to Date	Funding Received (1177)	Overspend Funded by Central RCF	RCF Commitment Remaining			
4212	110	RCF - Country Park	Community	None	£ -	£ -	£ -	£ -	£ -	£ -	0%	Black	No amounts have been committed for this project.
4215	110	RCF - Flit Valley Walk	Corporate & Community	None	£ 2,000	£ 2,946	£ -	£ 2,405	£ -	£ 1,459	73%	Green	Greensands grant of £2,405 received (1177/110) in addition to stated budget. 22/23 opening bal £1459
4802	110	RCF - The Hub Refurb	Community	809a 833c	£ 20,000	£ 14,554	£ -	£ -	£ -	£ 5,446	27%	Green	
4803	110	RCF - Manor Park Heritage	Community	809c	£ 28,000	£ 175	£ 2,350	£ 6,198	£ -	£ 31,673	113%	Green	S106 Grants monies received £6,198 (1177/110) in addition to stated budget - rolled forward to 22/23 (jnl 2697). 22/23 Opening Bal £34,023
4808	110	RCF - Manor Park Fencing	Community	730e	£ 3,950	£ 3,500	£ -	£ 2,333	£ -	£ 2,783	70%	Green	21/22 RCF 'rolled forward' budget set at original level of £15,450 without subtracting previous year's spending. Budget adjusted to reflect 21/22 spending only and true balance remaining rolled forward to 22/23. 22/23 opening bal £450. * June 22 refund received from RA Cutler for cancelled works added back into RCF.
4811	110	RCF - Tenant Office Refurb	Business	5152b	£ 16,000	£ 19,725	£ -	£ 4,307	£ -	£ 582	4%	Green	CBC dilapidation payment of £4,307 received into 1177/110 22/23 opening bal £582
4814	110	RCF - Town Noticeboards	Corporate	718 a	£ 1,860	£ 921	£ 12	£ -	£ -	£ 927	50%	Green	Negotiated discount of 5% within 5% accepted variance. 22/23 opening bal £939
4819	110	RCF - Barclays Defibrillator 22/23	Council	5213d	£ 1,770	£ -	£ -	£ -	£ -	£ 1,770	100%	Green	
4820	110	RCF - Purchase Camera Phone	Corporate	740c	£ 650	£ -	£ 524	£ -	£ -	£ 126	19%	Green	
4823	110	RCF - Heritage Website	Corporate	753a 5252a) i	£ 3,800	£ -	£ 1,433	£ -	£ -	£ 2,367	62%	Green	
4824	110	RCF - Rm20 Tenant Office Refurb	Business	1404bi 5252a) ii	£ 4,920	£ -	£ -	£ -	£ -	£ 4,920	100%	Green	
4825	110	RCF - Ditch & Boundary Works	Community	1000c 5252a) iii	£ 4,900	£ -	£ -	£ -	£ -	£ 4,900	100%	Green	
4826	110	RCF - Hub & Car Park Lights	Community	1012b	£ 2,506	£ -	£ -	£ -	£ -	£ 2,506	100%	Green	RCF Budget Pending Council Resolution
							£ 4,319			£ 59,459			

Please note:

Unspent 22/23 funds will remain in Rolling Capital Programme

Accepted RCF budget variance at 5%

Rolling Capital Fund (RCF) is the amount as yet unspent (Balance Sheet Account 315)

Rolling Capital Fund available is Balance Sheet Account 315 less remaining approved Commitments (N/L 5014 Variance)

Rolling Capital Fund Balances 2021-22 - YEAR END

31 March 2022

315	Rolling Capital Fund	Opening Balance	£	228,260	
		21/22 Funding	£	126,900	
		21/22 Available Funds	£	355,160	Accepted RCF budget variance at 5%
		LESS Actual Spending	£	187,460	
		LESS Committed Spending Remaining	£	46,541	
		LESS Overspend Funded by Central RCF	£	229	
		21/22 RCF Funds Available	£	120,930	

2021/22 RCF YEAR CLOSED

RCF Code		Description	Committee	Minute Ref	Budget Committed	Spend to date	Funding Received (1177)	Overspend Funded by Central RCF	RCF Commitment Remaining				2022/23 RCF Actions
4212	110	PROJ - Country Park RCF	Community	None	£ -	£ -	£ -	£ -	£ -	0%		No amounts have been committed for this project.	Roll over RCF balance of £0
4215	110	PROJ - Flit Valley Walk RCF	Corporate & Community	None	£ 2,000	£ 2,946	£ 2,405	£ -	£ 1,459	73%	Green	Greensands grant of £2,405 received (1177/110) in addition to stated budget	Roll over RCF balance of £1,459
4801	110	PROJ - Rendezvous Air Con RCF	Business	1248b	£ 7,865	£ 7,865	£ -	£ -	£ -	0%		RCF COMPLETE	RCF Complete - Close
4802	110	PROJ - The Hub Refurb RCF	Community	809a 833c	£ 20,000	£ 14,554	£ -	£ -	£ 5,446	27%	Green		Roll Over RCF balance of £5446
4803	110	PROJ - Manor Park Heritage RCF	Community	809c	£ 28,000	£ 175	£ 6,198	£ -	£ 34,023	122%	Green	S106 Grants monies received £6,198 (1177/110) in addition to stated budget - rolled forward to 22/23 (jnl 2697)	Roll over RCF balance of £27,825 Roll Over Funding Rec'd of £6,198
4804	110	PROJ - Gym Equipment RCF	Community	None	£ -	£ -	£ -	£ -	£ -	0%		NO LONGER ACTIVE - match funded so RCF not required	RCF Complete - Close
4806	110	PROJ - Wildflower Meadows RCF	Community	821f	£ 1,240	£ 1,465	£ -	£ 225	£ -	0%		18% overspend to be addressed by Business Services. Spend relates to single invoice. Original budget under estimated. DECISION REQUIRED	RCF Complete - Close & cover overspend from RCP
4807	110	PROJ - Rufus Centre Refurb RCF	Business	20/21	£ 4,870	£ 4,870	£ -	£ -	£ -	0%		RCF COMPLETE Balance of spending from last year's authorisation.	RCF Complete - Close
4808	110	PROJ - Manor Park Fencing RCF	Community	730e	£ 3,950	£ 3,500	£ -	£ -	£ 450	11%	Green	21/22 RCF 'rolled forward' budget set at original level of £15,450 without subtracting previous year's spending. Budget adjusted to reflect 21/22 spending only and true balance remaining.	Roll Over RCF balance of £450
4809	110	PROJ - Barclays Bank Build 21/22	Council	4142a	£ 89,510	£ 89,510	£ -	£ -	£ -	0%		Agreed from EMR but to be managed through RCF. Original budget did not account for legal costs and stamp duty. Following DCK consultation budget adjusted to reflect true costs.	RCF Complete - Close
4810	110	PROJ - Play Equip Repairs 21/22	Community	892e 5150i	£ 15,907	£ 15,907	£ -	£ -	£ -	0%	Green	RCF COMPLETE	RCF Complete - Close
4811	110	PROJ - Tenant Office Refurb 21/22	Business	5152b	£ 16,000	£ 19,725	£ 4,307	£ -	£ 582	4%	Green	CBC dilapidation payment of £4,307 received into 1177/110	Roll over RCF balance of £582
4812	110	PROJ - War Memorial Clean 21/22	Community	5152b	£ 858	£ 858	£ -	£ -	£ -	0%		RCF COMPLETE	RCF Complete - Close
4813	110	PROJ - Xmas Tree & Works 21/22	Community	5164 a i	£ 5,926	£ 5,104	£ -	£ -	£ 822	14%	Green		RCF Complete - Close & return unspent funds to RCP
4814	110	PROJ - Town Noticeboards 21/22	Corporate	718 a	£ 1,860	£ 921	£ -	£ -	£ 939	50%	Green	Negotiated discount of 5% within 5% accepted variance	Roll Over RCF balance of £939
4815	110	PROJ - Xmas Lights Event	Community	5164 a i	£ 1,100	£ -	£ -	£ -	£ 1,100	100%	Green		RCF Complete - Close
4816	110	PROJ - Manor Park Gates RCF	Community	708c 5091b	£ 19,472	£ 17,753	£ -	£ -	£ 1,719	9%	Green		RCF Complete - Close & return unspent funds to RCP
4817	110	PROJ - Village Hall Barriers RCF	Community	928g	£ 600	£ 1,861	£ 1,261	£ -	£ -	0%		RCF to be confirmed (+ £357 S106 from CBC & £904.02 from Village Hall Comm Funds)	RCF Complete - Close
4818	110	PROJ - Electric Fencing 21/22	Community	856b	£ 442	£ 446	£ -	£ 4	£ -	0%		1% overspend within accepted 5% variance in according with Standing Orders.	RCF Complete - Close
4819	110	PROJ - Bardays Defibrillator 21/22	Council	5213d	£ 1,770	£ -	£ -	£ -	£ 1,770	100%	Green		Roll Over RCF balance of £1,770
4820	110	PROJ - Purchase Camera Phone	Corporate	740c	£ 650	£ -	£ -	£ -	£ 650	100%	Green		Roll Over RCF balance of £650
4821	110	PROJ - Rufus Disabled Toilet	Business	1356c	£ 8,750	£ 8,750	£ -	£ -	£ -	0%			RCF Complete - Close
4822	110	PROJ - Café Furniture	Council	5213 J	£ 7,782	£ 7,782	£ -	£ -	£ -	0%		RCF COMPLETE	RCF Complete - Close

Please note:

All RCF spending should be in line with RCF resolution. Unspent funds will remain as annual Rolling Capital Programme (5014/110) funds.

Full review of RCF completed in March 2022 to ensure all spending captured. Part-completed RCFs will have balance only carried forward as budget set for 22/23.



Flitwick Town Council

Report to Town Council on 19th July 2022: Consultation on the Electric Vehicle Charging: Guidance for New Developments Supplementary Planning Document (SPD)

Implications of recommendations

Corporate Strategy: There are no direct implications from this report

Finance: There are no direct financial implications from this report.

Equality: No equalities implications have been identified from what is discussed in this report.

Environment: There are no direct environmental implications arising from this report.

All links in this report were correct at the time of writing this report on 10th July 2022.

Recommendations

That that Council submits this report as a consultation response to Central Bedfordshire Council, highlighting the improvements that the Council wishes to see to the SPD prior to its adoption.

Background

The PIWG has been tasked with the consideration of, and making recommendations to, Town Council concerning planning matters. In addition to major planning applications, this is also includes considering proposed changes to policies in the Local Plan and supplementary documents.

This report concerns a consultation by Central Bedfordshire Council on a proposed new Supplementary Planning Document (SPD) on [Electric Vehicle Charging: Guidance for New Developments](#). An SPD is planning policy that that supplementary to the Local Plan. Whilst it does not formally carry the same weight as the Local Plan, SPD's are a material consideration in the determination of planning applications, and all planning applications should comply with the SPD's that relate to them.

The proposals

This SPD proposes to set minimum standards for the provision of electric vehicle charging infrastructure in new developments. The use of electric vehicles is growing in Central Bedfordshire. At the [end of 2021](#), 2839 battery and plug-in hybrid electric vehicles were registered in Central Bedfordshire, up from 931 at the end of 2019. As part of the [Central Bedfordshire 2050 Vision](#), Central Bedfordshire Council wishes to roll out electric vehicle charging points across the authority, and this SPD is part of the strategy to do this.

The SPD is setting minimum standards in two main ways. First is the quantity of electric vehicle charging infrastructure to be provided as part of new development, and second is the type of charging point that is a minimum standard. The former is simple, with the SPD setting the minimum amount or proportion of parking spaces as part of new developments that should have

either an active (i.e. an electric vehicle charger operational from day one) or passive (all necessary support infrastructure installed for each parking bay like ducting for cables, but no electric vehicle charging point live on day one) provision. The proposed standards are summarised in the below table.

Table 1 – Summary of the proposed EV requirements for new developments

Land use type	EV requirement	Speed of charger
New residential dwellings with garage or private driveway	One active charge point per dwelling	7.4kW minimum
New residential buildings without a garage or private driveway OR that will have associated parking that is situated within a communal (open or covered) car park, for example flats.	<p>All spaces to be active EV charging points where:</p> <ul style="list-style-type: none"> • There are fewer parking spaces than the number of dwellings; or • The number of parking spaces are equal to the total number of dwellings. <p>In addition, all remaining spaces must have passive provision installed</p>	7.4kW minimum
Car club provision in residential or mixed-use developments	100% of car club spaces active EV charging.	7.4kW minimum
All disabled parking within any residential new development	100% of spaces active EV charging.	7.4kW minimum
Supermarkets/retail areas	<p>10% of parking spaces with active provision and additional 20% of parking spaces with passive provision for EV charge points.</p> <p>For retail/leisure developments with high turnover of parking the spaces should be for rapid charging, due to a short dwell time</p>	A range of fast (7.4kW or greater) charging, with one rapid charger at least 43kW as a minimum
Employment sites	20% of parking spaces with active provision and an additional 20% of parking spaces with passive provision.	7.4kW minimum
Health and Leisure Developments	10% of parking spaces with active provision and an additional 20% of parking spaces with passive provision.	A range of fast (7.4kW or greater) charging, with one rapid charger at least 43kW as a minimum
Education facilities, including Universities	20% of parking spaces with active provision and an additional 20% of parking spaces with passive provision	7.4kW minimum
Other uses	Individual case basis	7.4kW minimum
Designated staff parking associated with any non-residential new development	20% of parking spaces with active provision and an additional 20% of parking spaces with passive provision.	7.4kW minimum
Disabled parking within any non-residential new development	A minimum of one space with active provision. Where more than one space is provided the % used for the appropriate land use should be applied to disabled spaces. Where this calculation does not result in a whole number the value should be rounded up to the next whole number.	7.4kW minimum

The type of charging point that is specified primarily determines the length of time that it takes to charge the vehicle. For which there are a variety of types of charging point (Figure 1). In almost all instances, Central Bedfordshire Council is expecting a minimum power output of 7.4kW (a Standard charger) in new developments, that would charge an electric car battery in approximately 6 hours.

Charge Point Types		Maximum Power Output (Kilowatts)	Current/Supply Type	Input Voltage (Volts)	Maximum Current (Amps)	Charging Mode	Socket/Plugs	Charging Duration (40kW battery)
	Domestic Socket	2.3-3kW	AC – Single Phase	230	10.13A	1/3	Type 1/2	Approx. 17 hours
	Slow	3.7kW	AC – Single Phase	230	16A	92/3	Type 1/2	Approx. 11 hours
	Standard	7.4kW		230	32A	2/3	Type 1/2	Approx. 6 hours
	Fast	11-22kW	AC – Three Phase	400	16-32A per phase	3	Type 2	Approx. 2.4 hours
	Rapid	43kW	AC – Three Phase	400	60A per phase	3	Type 2	Approx. 55 mins
		20-50kW	DC	400	100A	4	CHAdeMO / CCS	Approx. 40 mins
	Tesla Super Charger	75-250kW	DC	Up to 400	Up to 800A	4	Tesla adapted Type 2	Approx. 10-20 mins
	Ultra Rapid	Up to 350kW	DC	Up to 920	Up to 500A	4	CCS / Tesla adapted Type 2	Approx. 7-16 mins

Figure 1 - Different types of charging points

The SPD also covers a number of other matters relating to electric vehicle charging points. Notably the following:

- That a strategy for the management of the EV charging points is submitted as part of planning applications;
- That an assessment of the demand for EV charging points be included as part of the Transport Assessment for each development;
- Some design guidance on electric vehicle charging points to be placed on street, for example not positioning them in a way that obstructs footways.

Matters for consideration

Overall, the PIWG welcomes the guidance. If CBC is to meet its goals for reducing carbon emissions, and if new developments are to play a role in helping the Town Council to achieve it [Town Council Strategy 2021 – 2025](#), then new electric vehicle charging points are needed. This will encourage the further take up of electric vehicles across the town.

Notwithstanding this, the PIWG is of the view that the planned standards may constitute an over-provision of charging points as part of new developments, whilst the current built environment remains under-developed by comparison. The SPD appears to promote a strategy of 'provide as much EV charging as possible everywhere,' which is disjointed and may result in some over-provision.

It is the view of the PIWG that the strategy for the provision of EV charging points of CBC should be as follows:

- Encouraging the development and use of home charging points for EVs
- The establishment of a network of community hubs, constituting rapid and very rapid charging points at strategic locations throughout Central Bedfordshire
- Passive provision for EV charging infrastructure to be built into other types of development, to enable future occupants to connect to the electricity grid should so they so wish.

Evidence indicates that [the majority of people charge their vehicles at home](#), overnight. Therefore, it makes sense that CBC focusses on providing new electric vehicle charging points as part of new homes. Therefore, the PWIG supports the planned standards for residential developments.

For non-residential developments, the PIWG considers that the planned standards may be too onerous on developers, and will not reflect the anticipated use of electric vehicle charging points. That being said, for employment sites, some limited EV charging infrastructure may be useful for operators of commercial fleets, and so passive provision should be mandated. For supermarkets and retail developments, the provision of at least one rapid charger at such developments should be the minimum standard.

The development of community hubs of charging points is only given a passing mention in the SPD. The PWIG recommends that in the SPD, CBC formally supports the establishment of community hubs of rapid and ultra rapid charging points across Central Bedfordshire, subject to other planning considerations and the capacity of the local electricity grid. This will be particularly useful for people who may wish to own an electric vehicle, but are unable or unwilling to invest in providing charging infrastructure on their own property.

The PIWG is also concerned that there is little mention given of the need for energy power EV charging points to be from renewable sources. We recommend that a design consideration that is explicitly stated in the SPD of ensuring that the energy needed for any installed charging points be from renewable energy sources to be installed as part of the development. For example, this could recommend that charging points have in-built solar panels, or be connected to renewable energy generation sources provided as part of the residential properties and other parts of the development.

Whilst it is mentioned by the guidance, a more explicit statement that the installation of EV charging points must not obstruct walking and cycling routes to be provided as part of developments is needed. This may require the reallocation of some parking or highway space away from vehicles to EV charging points.

Finally, the PIWG notes that whilst EV charging is likely to be an essential element of reducing carbon emissions from transport, due consideration could be given to alternative energy sources that are rapidly developing. The most notable of which is hydrogen technology. Therefore, the need to future-proof this infrastructure is essential, and CBC should set a requirement that this is considered as part the EV Management Plans to be submitted by developers.

NET ZERO DISCOVERY

PROPOSAL

Prepared for:

FLITWICK TOWN COUNCIL

Energise Ltd.

8 Eaton Court
Colmworth Business Park
St Neots, PE19 8 ER

Prepared by

Adam Wright
adam@energise.com

Document Date

24th March 2022

Released

24th March 2022

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- 13 | Proposal Acceptance**



INTRODUCTION

Thank you for requesting our proposed approach to supporting your organisation in going Net Zero.

The below document details the steps to identifying a Net Zero Plan and the elements required to implement actions to achieve your targets. Following the production and adoption of a Net Zero Strategy, Energise can further assist in the implementation of your Strategy outcomes acting as your Net Zero Partner.

This proposal covers Flitwick Town Council's operations which has 4 buildings (Rufus Centre, Tractor Store, The Hub and Football Changing Rooms), land (cemetery and allotments), various vehicles and plant equipment. The Council has made some good progress through initial developing of an Environmental Action Plan and are now looking to understand their carbon position and to build a Net Zero Strategy.

The proposal has been produced using information provided by the Council and publicly available information.



PARTNERSHIP

We believe this programme of works will require a close and integrated partnership. To manage the relationship from our side you will have:

- A named client Lead
- Expected service levels
- A clear annual action plan



CONTRACT STRUCTURE

We are proposing a 6-month contract to develop your Net Zero Strategy

The project would review, analyse and develop key data sets, produce your Net Zero Strategy and set ambitious yet achievable Net Zero targets.

WHY GO NET ZERO

As humans our progress has been based on unsustainable use of natural resources. The extract-use-pollute-throwaway paradigm means our natural system cannot regenerate or adapt fast enough. It is time for us to change and adapt instead.

Net Zero means reducing the UK's emissions by 100% from 1990 levels. Greenhouse gas emissions that can't be avoided must be matched by removing the equivalent from the atmosphere. In general, it is accepted that to be "going Net Zero" means to be acting in a way that will limit global temperature rise to 1.5°C.

The 21st Century sees a race to rapidly reduce greenhouse gas (GHG) emissions to zero, enabling us to transition from fossil fuel sources to Net Zero. The more of us that join the race, the faster we will progress and the more benefits we will generate for each other.

HOW TO GET THERE

The 1.5°C was the agreed target from the Paris Agreement. To meet it we need to "put the carbon handbrake on". We can all do this by being more energy efficient, using renewable/low carbon technologies and then utilising tree planting/carbon offsetting to counterbalance the rest. We've set out in this plan how you first reduce your energy use, then generate your energy needs from low/zero carbon solutions and then ultimately "offset" the balance to achieve "Net Zero".

HOW TO ACT

You can undertake a whole range of measures to reduce your carbon footprint directly. There are many ways to live a low carbon lifestyle or operate a low carbon organisation, and every one of them has a real impact on tackling climate change, air pollution, the security of energy supply, and in many cases, provide a financial benefit too.

WHY NOW?

To avoid the most serious potential impacts of climate change, the UNFCCC has set out a limit to the amount of emissions that can be released into the atmosphere before the target to limit average temperature rise to a 1.5°C/2°C increase is achieved.

The amount of carbon that can still be emitted is termed a "carbon budget". It is crucial that we all set out a way to use our budget, as we would with any financial budget.

The more carbon we emit now (i.e. carbon we've spent already), the faster and deeper our emissions reductions will need to be in the future, which will likely be at greater cost and risk.

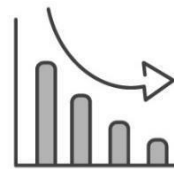
NET ZERO PATHWAY

Our Pathway to Net Zero is built on a cycle of Review, Reduce, Renew, Rebalance. This cycle occurs on an annual basis with a carbon footprint, as part of the Review stage, being the ongoing measurement of performance and the identifier of new or continuing priorities.



01. REVIEW

The first stage of any strategy is to know your current position. With Net Zero, that is knowing what your emissions sources are, how much you emit and how they can be reduced. This is a really important step in achieving Net Zero, so it's good to spend a bit of time getting this right and having an accurate answer set as your foundations.



02. REDUCE

Once your carbon baseline is known and you have an adopted Net Zero Strategy in place, it's time to take action to ensure your annual emissions reduce in line with your targets. Reduce actions will provide the carbon reductions required to achieve Net Zero and produce financial savings to reinvest in future projects. Options to reduce emissions vary across industry sectors and your type of operation.



03. RENEW

Alongside taking action to reduce your carbon footprint, it's key to identify options for renewable generation, innovative solutions and technology to further provide net carbon reductions.

As we all progress on our journeys to Net Zero, manufacturers and suppliers will create new solutions to help achieve this common goal. It's key to monitor these advancements and include in ongoing Net Zero action plans.



04. REBALANCE

It's unlikely that we'll be able to achieve Net Zero through Reduce and Renew actions alone, so we need to look at options to remove carbon from the atmosphere.

Offsetting options are varied such as sequestering carbon through forestation, carbon reductions by investing in projects and direct removals via carbon capture.

OUR NET ZERO PLAN

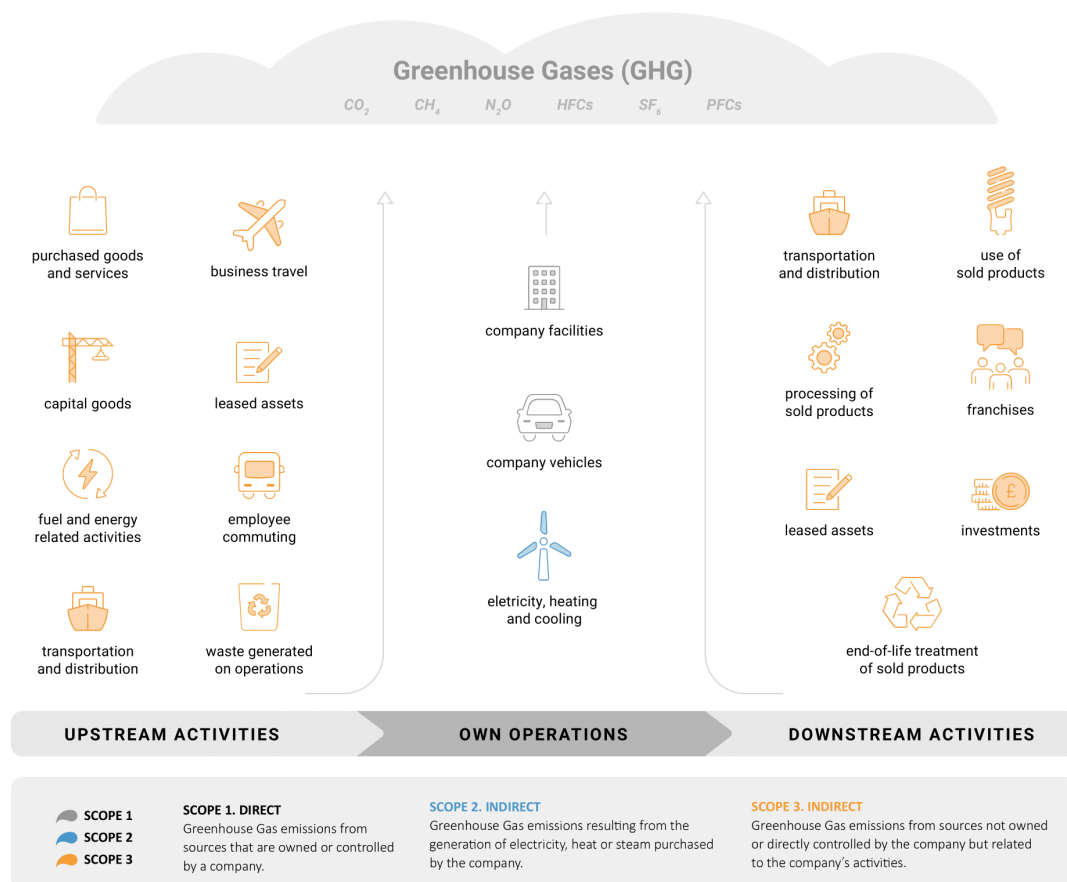
HOW WE BELIEVE YOU CAN ACHIEVE NET ZERO

We believe Net Zero can be broken down into four clear steps – Review, Reduce, Renew, Rebalance. These can then be used to decide your approach. It starts first with reviewing your footprint, so you know where you are. You then reduce your resource use to ensure there is no unnecessary waste, followed by transitioning to renewables and cleaner technology (such as electric vehicles) and then the remaining carbon emissions can be offset.

WHICH EMISSIONS SOURCE WE INCLUDE

Our Review stage of Net Zero includes a review of your carbon emissions and is mapped to the internationally recognized GHG Protocol. This carbon data forms the baseline of your Strategy. The GHG Protocol splits emissions into three scopes:

- **Scope 1** – direct emission from combustion of fuels by facilities and vehicles
- **Scope 2** – indirect emissions from purchased electricity, steam, heat, and cooling
- **Scope 3** – indirect emissions from your value chain split into upstream and downstream emissions and into 15 categories.



DEVELOPING YOUR NET ZERO PLAN

OUR APPROACH TO DEVELOPING YOUR NET ZERO PLAN

Below are the steps we would take to develop your Net Zero Strategy. This journey takes you from being in a potential position of completing mandatory reporting and climate-related compliance to having a strategic approach to tackling climate change and aligning to Net Zero.



NET ZERO PLAN SUMMARISED

SCOPE 1, 2 & 3 CARBON FOOTPRINT

- Compile a scope 1, 2 and upstream 3 carbon footprint covering all relevant emissions categories in line with the GHG Protocol
- Produce a report summarising current emissions, energy and costs at a site level with a presentation of overall performance, dependent on data availability
- Provide access to Energise's Net Zero Hub for review and interrogation of emission records
- Data will be collected retrospectively to cover 24 months (i.e. 2 financial years).

CARBON STRATEGY

EDUCATION/CARBON LITERACY WORKSHOP

- Carbon literacy and engagement workshop (1-2 hours) covering:
 - High level carbon literacy summary
 - Target setting process
 - Your carbon footprint summarised and a deep dive into some hotspots.

BASELINE AND TECHNICAL AUDIT

- Conduct audits on all buildings and fleet within the portfolio to identify opportunities to reduce carbon emissions from energy, water and waste.
- Compile a formal evidence set from your carbon footprint work and energy auditing, as well as other available data sets to be summarised in a summary report and will be used to formulate scenario options
- This report will summarise known information relating to:
 - Buildings
 - Fleet

NET ZERO SCENARIO MODELLING

- Produce a set of Net Zero scenarios using the National Grid Future Energy Scenarios and 6th Carbon Budget datasets (plus equivalents of other countries); the Council's own datasets and the data sets of Energise to allow assessment of different technical and financial approaches to Net Zero and inform other works in this scope (namely workshops on Objective/Target setting).

NET ZERO PLAN SUMMARISED CONTD.

CARBON STRATEGY CONTD.

OBJECTIVE AND TARGET SETTING

Through a process; including workshop(s); arrive at a set of Net Zero objectives and targets that can be collated into a Net Zero Strategy. An initial target (and associated action plan) will be presented from the work that is in alignment with the requirements of the Science Based Target Initiative.

NET ZERO STRATEGY

- Collation of findings from the carbon footprint, technical audit, scenario modelling and objective setting to form a Net Zero Strategy that can be adopted by the business
- Presentation to board-level team of the Strategy.

ACTION PLAN

- High level action plan outlining the details of the actions required within the first year of the programme of works from the agreed Strategy to support the beginning of implementation
- Details main workstreams and the who, what, where, when and how of each of them

WORKSHOPS

- Conduct workshops related to the development of the Net Zero Strategy developed by this project:
 - Objective and target setting
 - Strategy run-through/presentation

Sessions to be half day workshops as maximum length.



NET ZERO PLAN TIMELINE

Assuming a project start date of April/May, the following indicative timeline is achievable.

	Task Title	Task Owner	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1	Discovery Stage							
1.1	Scope 1, 2 & U3 Carbon Footprint	ENE/Client						
1.2	Baseline & Technical Audit	ENE						
1.3	Supply Chain Assessment	ENE						
1.4	Scenario Modelling	ENE						
1.6	Objective & Target Setting Workshop	ENE						
1.7.1	Net Zero Strategy	ENE						
1.7.2	Net Zero Strategy Presentation	ENE						
1.8	Annual Action Plan	ENE						

The project timeline can be extended (or compressed if possible) through mutual agreement, and will be agreed during the project kick off meeting.

WORKING WITH ENERGISE

OUR MISSION

Since 2008, Energise aims to provide solutions required to meet the Net Zero Challenge. With a team of 23 working with around 100 active customers at any time, our intention is to be the catalyst for 1% of the UK to go Net Zero by 2025.

As is the case with everything in life, things are more likely to happen if we create and follow the path of least resistance. This means we need to make the journey for our customers easy to use, effective and enjoyable. It is our job to make this happen and as a result, we stand for “we did everything we could”. That’s why we don’t just help our clients to tick boxes. We go all in to help them connect with their own ‘why’ for reducing their carbon footprint and walk hand-in-hand with them on the journey towards net zero carbon.

OUR IMPACT

100%

COMPLIANCE PASS RATE

Over 600 Programmes

£49m

SAVINGS DELIVERED

Adding around £7m per annum

351k

Tonnes of Carbon Saved

And increasing daily

OUR CUSTOMER SERVICE

Energise believes that the best customer relationships are true partnerships, where both the customer and ourselves deliver against key commitments in order to achieve common goals, and where each partner understands and respects the commercial and operational imperatives of the other. To support our aim in doing this, we have developed a 10 point Relationship Charter which is intended to help us work together as effectively and as productively as possible. You can view our Relationship Charter on request.

OUR PROJECT MANAGEMENT

Our Delivery and Service Development Teams includes two Prince2 Trained Practitioners, both who have used their knowledge and experience to shape our delivery, project management and service development processes. All our projects are managed on a cloud-based project management platform which captures project progress, tasks, risks, opportunities and resource management.

OUR CUSTOMERS



THE NET ZERO HUB

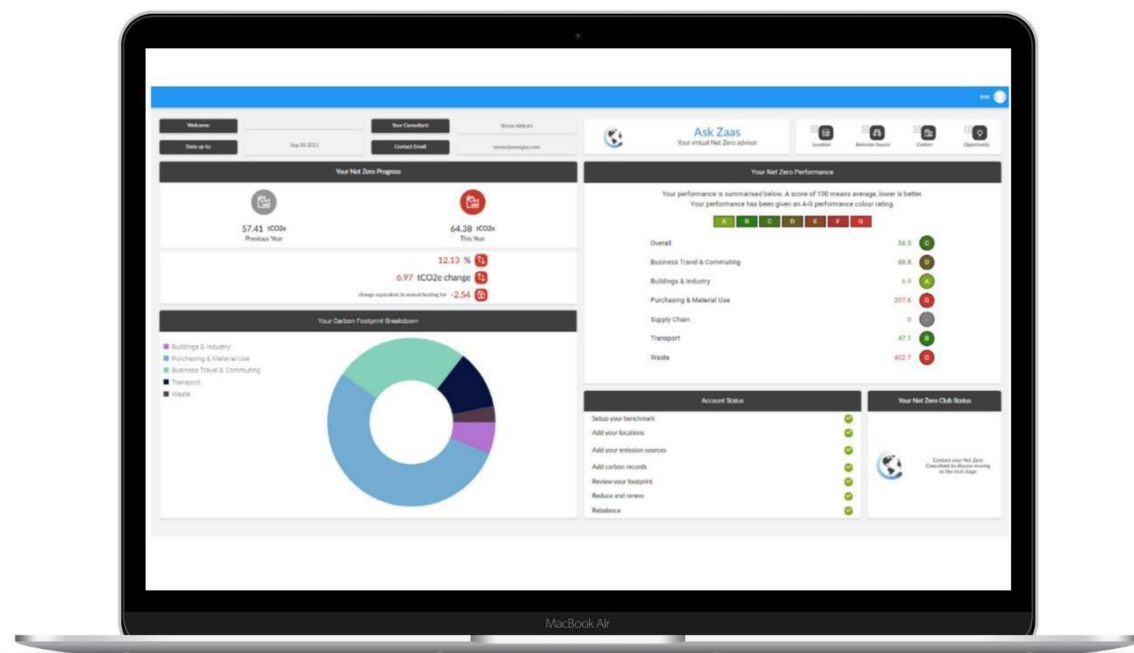
BUSINESS INTELLIGENCE

The Net Zero Hub is where we track your carbon footprint, with various reports like the Carbon Map, Emissions Profile, the Action vs Impact Matrix and the report shown here as an example, “Carbon Bubbles”, which allows you to navigate the proportional size of different parts of your carbon footprint and then drill-down through the data to investigate areas that could provide opportunities on your Pathway to Net Zero.

KNOWLEDGE BASE

We’ll use the Net Zero Hub to track your progress to Net Zero. The portal provides you a single place to keep a track of:

- Your Pathway to Net Zero
- Your Action Plan (incl. Energy Efficiency Opportunities)
- Your Carbon Offsetting Records



COMMERCIAL/FEES

Our Proposal to deliver the list of deliverables is as follows:

Section	Category	Fee
Discovery	Scope 1, 2 & U3 Carbon Footprint	£3,880
Discovery	Baseline & Technical Audit	£6,070
Discovery	Supply Chain Assessment	
Discovery	Scenario Modelling	
Discovery	Carbon Strategy & Annual Action Plan	
Discovery	Workshops (2) incl. Carbon Literacy	
Total	Core Scope	£9,950

PROPOSAL TERMS

- All subject to our terms and conditions of supply (provided alongside)
- All costs stated are exclusive of VAT which will be charged at the prevailing rate, and subject to formal agreement by both parties
- Travel expenses, where applicable, are absorbed into any fee quoted above, and as such will not appear as a separate fee within the proposal
- Energise Ltd reserves the right to alter, amend or withdraw any proposal at any time prior to its formal acceptance of it via contract or purchase order.

PAYMENT TERMS

- **Invoice 1** – On Instruction – 50% - £4,975.00
- **Invoice 2** – On Completion – 50% - £4,975.00
- Invoice terms are 30 days net.



PROPOSAL ACCEPTANCE

Name	
Position	
Signature	
Date	
Purchase Order Number	
Invoicing Email Address	

TERMS & CONDITIONS

This order is subject to our Terms and Conditions V1.4 which are provided alongside.



Energinet

THANK YOU FOR BEING A ZERO HERO.

Keep up the good work!





TERMS & CONDITIONS

VERSION 1.4

1. DEFINITIONS

In this document the following words shall have the following meanings: -

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;

1.2 "Client" means the organisation or person who purchases Services from the Supplier;

1.3 "End Client" means the party for whom Services are provided where this is not the Client, either on a "White Labelling" basis or under the Supplier's name through a third party;

1.4 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

1.5 "Letter of Authorisation" or "LOA" refers to a document on the Client's headed paper and signed by a representative of the Client permitting the Supplier to request relevant information on the Client's behalf for the purpose of completing the work in the Specification Document. The example Letter of Authorisation is in the Specification Document.

1.6 "Normal Working Hours" means Monday to Friday (excluding Bank Holidays) between the hours of 9:00 and 17:00.

1.7 "Services" means the services provided by the Supplier to the Client, as set out in the Specification Document;

1.8 "Software" means any program or other operating information used by a computer including, but not limited to, CO2manager

1.9 "Specification Document" means a statement of work, Quotation, Proposal, Order Acknowledgement or other similar document describing the Services to be provided by the Supplier;

1.10 "Supplier" means Energise Ltd; Registered in England and Wales (Reg. No. 06470379) with Registered Office: 8 Eaton Court, Colmworth Business Park, St Neats, Cambridgeshire PE19 8ER

1.11 "White-Labelling" means Services provided by the Supplier to an End Client which have been branded to make it appear as though they are being delivered by the Client.

2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of services by the Supplier to the Client.

2.2 The Supplier shall submit to the Client a Specification Document which shall specify the services to be supplied and the price payable. The Specification Document is the agreed record between the Supplier and Client of the Services to be delivered. All Specification Documents shall be subject to these Terms and Conditions.

2.3 The Supplier shall use all reasonable endeavors to complete the services within estimated time frames but, unless an agreed delivery date is set out in the Specification Document, time shall not be of the essence in the performance of any services.

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3. PRICE AND PAYMENT

3.1 The price for the supply of services is set out in the Specification Document.

3.2 Invoiced amounts shall be due and payable within 30 days following receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment in line with the Late Payment of Commercial Debts (Interest) Act 1998. In the event that the Client's procedures require that an invoice be submitted against a purchase order to make payment, the Client shall be responsible for issuing such purchase order before the services are supplied. For the avoidance of doubt, the Supplier will not be responsible for delays to the delivery of the Specification caused by the Client failing to issue a purchase order.

3.3 The price for the supply of services will be reviewed annually (usually in April) and changes will be notified to you in writing.

3.4 Our current rates, effective from 1st April 2020, are set out in the table below.

Grade	Description	Per Day (exc. VAT)
G1	Data entry	£295
G2	Junior support, data analysis	£360
G3	Basic net zero advice, reporting analyst, low complexity auditing, compliance support	£430
G4	Carbon footprint collation, compliance work, medium complexity auditing, advanced data analysis	£510
G5	Medium to high complexity auditing, complex data analysis, oversight of compliance/projects	£545
G6	Oversight of integrated programmes of work, high to complex auditing, strategic advice and consultancy	£645
G7	Strategic programme management, complex auditing, strategic advice and consultancy	£700
G8	Complex compliance advice, complex auditing, large/complex strategic advice and consultancy	£800

All prices are subject to the addition of VAT which is currently charged at 20%. VAT will be charged at the appropriate rate at the time of billing.



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3.5 Aborted Site Survey fees will be charged at the hourly rate of the individual carrying out the work for travel time and time on site.

3.6 Prices quoted in the Specification Document are subject to the pre-site work information being as provided by the Client in relation to location, accessibility, floor area, unit size, complexity of operation and condition prior to provision of a Specification Document.

3.7 Any necessity to conduct additional Services due to provision by the Client of misleading information, or a request by the Client for the Supplier to compile additional information in order to complete the Services, will be subject to additional fees to be agreed in writing with the Client prior to completion.

3.8 Where authorisation to complete additional work is not given the Client will still be charged for work already completed even if the final deliverable cannot be achieved as per any original quote.

3.9 Prices quoted are subject to pre-proposal information being as provided by the Client in relation to organisation size, complexity, number of energy supplies or sources, required timetables and availability of data.

3.10 Prices quoted for site works are based on delivery of work during the Supplier's Normal Working Hours. An additional fee of 50% of the original site works cost may be charged for site works required outside of the Supplier's Normal Working Hours.

4. SPECIFICATION OF THE SERVICES

4.1 All services shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any sales or marketing literature of the Supplier and no representation, written or oral, correspondence or statement shall form part of the contract.

4.2 Amendments to the Specification Document must be agreed in writing by both parties and may be subject to a revised fee.

5. DELIVERY

5.1 All reasonable measures shall be taken to ensure that services as set out in the Specification Document are delivered in line with the dates in the Specification Document; however, where incidents outside of the Supplier's control cause a delay to this delivery, the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the services.

5.2 Where incidents outside of the Supplier's control cause a delay to the originally agreed timetable of delivery, the Supplier makes no guarantees that the revised delivery date will be equal to the original delivery date plus the number of days over which the delay impacted the project. The original delivery timetable will have been agreed based on availability of resources during that original delivery timetable period, and the Client should be aware that those resources may not remain available in the new delivery timetable period.



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6. CLIENT'S OBLIGATIONS

6.1 To enable the Supplier to perform its obligations under this Agreement the Client shall:

6.1.1 co-operate with the Supplier's reasonable requests;

6.1.2 provide the Supplier with any information reasonably required by the Supplier;

6.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

6.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

6.2 The Client shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Client's failure to comply with Clause 6.1.

6.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Client unlawfully terminates or cancels the services agreed to in the Specification Document, the Client shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations the full amount of the services delivered to date for which payment has not yet been received by the Supplier plus six months of the annual fee on a pro-rata basis, and the Client agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Client's failure to comply with any obligations under Clause 6.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause should such failures not be remedied by the Client within 30 days of receiving written notice from the Supplier that this Clause 6 has been breached.

6.4 In the event that the Client or any third party (from which the Supplier has requested further information in relation to the Client using a Letter of Authorisation) shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Client as soon as possible and:

6.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

6.4.2 if applicable, the timetable for the project will be modified accordingly on agreement in writing by both parties;

6.4.3 the Supplier shall notify the Client at the same time if it intends to make any claim for additional costs and will provide evidence and reasonable grounds for doing so.

6.5 The Client shall provide a comprehensive scope of required works by completing the Supplier's template data collection form to enable the Supplier to commence the services for the Client.

6.6 Minor amendments required by the Client to the works shall be included within the scope of the Specification Document but major amendments shall be excluded from the scope of the Specification Document and shall be comprised in a further Specification Document. Whether or not the required works comprise minor amendments or major amendments shall be at the absolute discretion of the Supplier.

6.7 Feedback on and requests for amendments to any Services to be provided to the Client by the Supplier shall be referred by the Client through the Supplier's Helpdesk (for which login details will be provided on receipt of a signed copy of this Agreement).

6.8 Feedback and support requests submitted following completion of the Services by the Supplier shall be submitted by the Client through the Supplier's Helpdesk

6.9 The Client shall conduct an operational test of any reports created by the Supplier as part of the Services prior to final sign off of the same.

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6.10 The Client shall provide any requisite Letter of Authority allowing the Supplier to request data from third parties and shall provide all reasonable assistance to facilitate the provision of such data. The Client accepts that the Supplier shall not be responsible for the accuracy of such data so used in the delivery of reporting services, the Supplier being responsible only for the accuracy in the entry of such data into any Software package used for reporting and in the event that the required data is not forthcoming the Supplier shall make reasonable efforts to estimate data if appropriate and shall be entitled to submit incomplete reports if complete data is not provided.

6.11 The Client hereby acknowledges as follows: -

6.11.1 that whilst the Supplier shall ensure any request for the negotiation of a utility supply contract together with consumption data is passed to a third party, the Supplier shall have no responsibility for the negotiation of, or failure to negotiate any supply contract by, any such third party

6.11.2 The Supplier shall have no responsibility for any Client's legislative compliance with schemes which the Supplier may assist the Client with participating in.

7. ALTERATIONS TO THE SPECIFICATION DOCUMENT

7.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed services and price and any other terms agreed between the parties.

7.2 The Client may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 14 working days, advise the Client by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

7.3 Where the Supplier gives written notice to the Client agreeing to perform any alterations on terms different to those already agreed between the parties, the Client shall, within 14 working days of receipt of such notice, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

7.4 Where the Supplier gives written notice to the Client agreeing to perform alterations on terms different to those already agreed between the parties, and the Client confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

8. WARRANTY

8.1 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

8.2 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by the Supplier.

9. INDEMNIFICATION

9.1 The Client shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement.



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10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

10.2 Subject to clause 10.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and
- (b) the Supplier's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the price paid by the Client to which the claim relates.

10.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

10.4 This clause 10 shall survive termination of this Agreement.

11. CONFIDENTIALITY

11.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. Provided always that the Supplier may name the Client or the End Client as a client and utilise non-commercially sensitive information for marketing purposes. In the event that the Supplier is providing services on a "white-labelling" basis, the Supplier reserves the right to name itself as the Supplier in the event that confirmation is sought by the End Client. This clause shall survive termination of this Agreement.



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12. SOFTWARE

12.1 Where set out in the Specification Document, the Supplier grants a restricted limited non-transferable, non-sub licensable, royalty-free non-exclusive licence to the Client for the use of C02manager which is protected by copyright law and international copyright treaty provisions. Where Services are provided through a third party, the Supplier extends the use of this license to the End Client. The Client must ensure that the End Client agrees to the terms set out within this Clause 12.

12.2 The Client may copy the content of the Supplier's Software for the purpose of archiving only provided that such copies retain all original proprietary notices.

12.3 The Client is strictly prohibited from directly or indirectly modifying, translating, reverse-engineering, decompiling, disassembling, creating derivate works based on, or otherwise attempting to discover source codes including ideas or algorithms of the Supplier's Software or programming.

12.4 The Client is strictly prohibited from removing any proprietary notices or labels from C02manager.

12.5 The Client is not permitted to lease or distribute the Supplier's Software without the Supplier's prior written consent which may be withdrawn at any time and following the withdrawal of such consent the Client shall forthwith destroy all copies.

12.6 The Intellectual Property Rights in C02manager are the sole property of the Supplier.

12.7 Save as may be provided herein or in the Specification Document all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law provided that where Software is supplied to a Client dealing as a consumer nothing herein shall affect the statutory rights of such a Client.

13. TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

13.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 28 calendar days of being given written notice from the other party to do so;

13.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

13.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

13.4 The other party ceases to carry on its business or substantially the whole of its business; or

13.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrator receiver, manager, trustee or similar officer is appointed over any of its assets.

13.6 Subject to Clause 13.7, the Agreement can only be terminated on the first anniversary of service, or after this point has passed, on completion of the term stated in the Specification Document, giving not less than 3 months' notice in writing to the other party. In the case that the Client terminates the Agreement, it shall be liable to pay the relevant fees for work delivered to date in that period.

13.7 The Agreement may be terminated by mutual consent in the event that changes to legislation waver the Client's need for the Services. In the case that the Agreement is terminated, the Client shall be liable to pay the relevant fees for work delivered to date, including any work required to terminate the Services prematurely.



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14. INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Client shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties. For the avoidance of doubt, any data relating to the operation of the Client which is used in the delivery of the Services will remain the property of the Client. Any material created by the Supplier to present the operational data to the Client as part of the Services shall remain the property of the Supplier.

15. FORCE MAJEURE

15.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, productions, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16. INDEPENDENT CONTRACTORS

16.1 The Supplier and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

17. TITLE AND RISK

17.1 The risk in the Software shall pass to the Client on delivery.

17.2 Title to the Supplier's Software shall remain solely with the Supplier.

17.3 Access rights to the Software shall not pass to the Client until the Supplier has received payment in full (in cash or cleared funds) for:

(a) The Software.

(b) Any other Software or Services that the supplier has supplied to the Client in respect of which payment has become due.

18. ASSIGNMENT AND OTHER DEALINGS

18.1 Assignment and other dealings

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party who shall be subject to the requirements of the Supplier's quality management system.

(b) The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement.



TERMS & CONDITIONS

VERSION 1.4

19. SEVERABILITY

19.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provisions eliminated.

20. WAIVER

20.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver from them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

21. NOTICES

21.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is provided be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

22. ENTIRE AGREEMENT

22.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreement, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

23. NO THIRD PARTIES

23.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

24. GOVERNING LAW AND JURISDICTION

24.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.



Proposal to undertake an Environmental Audit - Flitwick Town Council

23rd May 2022

OVERVIEW

EQH Ltd is pleased to submit a proposal for carrying out an environmental audit on behalf of Flitwick Town Council in accordance with its environmental policy commitment:

The Objective

Flitwick Town Council recognises its operations have impact on the environment in a number of ways and is committed to identifying, monitoring, and reducing such impacts and will:

1. Measure the organizations carbon footprint and agree the necessary actions to reduce it
2. Undertake periodic environmental audits
3. Ensure up to date assessments of its environmental impacts
4. Develop systems to monitor and maintain action plans

The scope of the audit is determined by the councils own environmental objectives and will review the 11 commitments within its environmental policy

OUR PROPOSAL

EQH limited will undertake an environmental audit of FlitwickTown Council to provide an evaluation of the performance of the organisation, management systems and processes designed to protect the environment.

The Audit will include:

1. A review of control of practices and an assessment of compliance with the Authority's existing policies and practices
2. An assessment of all emissions to air, land and water; legal constraints; the effects on the neighbouring community, landscape and ecology and a compliance audit
3. An evaluation of the authority's current carbon footprint



Upon completion of the audit, the consultants deliver a short training session for councillors and staff on the environmental responsibilities of a local council and outline the main findings of the audit. Using the information from the audit to work with the Council to develop an Environmental Action Plan.

PRICING

Our prices are built on our standard charge per consultant of £500 per day. Our research and administrative support is included in this rate. Expenses are restricted to £0.45 per mile travelling or rail/air travel and subsistence/overnight stays at cost. We do not charge for travelling time. We operate a helpline during this work which is included in our costs.

Services Costs	Time Period
<p>Preparation of environmental audit plan with deliverables.</p> <p>Request all relevant information requirements which should be available from the Council's records, to include issues identified within the Environmental Policy including energy use, vehicle and fuel use and waste produced as well as relevant policy decisions.</p> <p>In addition, we would undertake background research necessary to supplement the available information. Analyse the information and present in a useable form.</p>	3 Days
<p>Site Visits</p> <p>We would wish to discuss the Council's work with staff and key councillors and visiting all sites and premises for which the Council are responsible.</p> <p>We would meet with environmental groups and the appropriate sustainability officer from Bedfordshire council.</p>	3 Days
<p>Preparation of Draft Audit Report</p> <p>We would prepare a draft audit report, including calculation of the Council's Carbon Footprint from available data and recommended action plan and make it available for comment by officers and key councillors.</p> <p>We would then finalise these documents to go out with a Committee Agenda.</p>	3 days



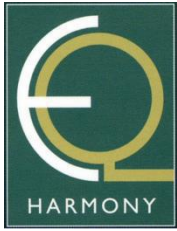
4. Presentation to Committee <p>We would present our findings to Committee and answer any questions raised by councillors.</p> <p>We would also provide a short training session which we hope all councillors would be invited to, explaining the environmental responsibilities of local councils. We would include guidance to how the Council could work with community partners to develop a “transition town” approach and possibly develop a state of the environment or energy descent plan for the town.</p>	0.5 Days
5. Development of Staff <p>On the same day as presenting to councillors, we would offer training to staff on the environmental responsibilities of local councils. Additionally, we would coach nominated staff on updating of the environmental audit and action plan and integrating with the Council's Business Plan</p>	0.5 Days
Services costs	
Full workdays (x10)	£500
Travelling/Accommodation/Subsistence	£600
Total	£5600

CONCLUSION

We are grateful, for the opportunity to quote for undertaking an Environmental Audit at Flitwick Town Council and to help support the Council in protecting the environment and reducing its environmental impact.

If you have questions on this proposal, feel free to contact Glyn Chambers at your convenience by email at eqharmony@btinternet.com or by phone at 01503250040 or 07775515167. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration



Appendix 1

QUALIFICATIONS

EQH Ltd currently supports several local councils with strategic governance planning, and Project Management skills, safety audits governance matters staffing issues and grant funding applications.

The lead Director is Glyn Chamber a previous local authority chief executive and a qualified environmental health officer. Holding senior positions in pollution control during his career, he is a trained environmental and quality auditor. Glyn was also previously a Local Agenda 21 and environmental sustainability officer at a Principal authority and managed the first pilot for the removal of cfc gasses from domestic equipment, undertaking all council environmental audits and managed the development of 'the state of the environment' report in collaboration with the private and third sectors

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Flitwick Town Council

Report to Town Council on 19th July 2022: Joint Letter to Central Bedfordshire Council with Ampthill Town Council regarding a toucan crossing on the One-o-One roundabout

Implications of recommendations

Corporate Strategy: There are no direct implications from this report

Finance: There are no direct financial implications from this report.

Equality: No equalities implications have been identified from what is discussed in this report.

Environment: There are no direct environmental implications arising from this report.

Recommendations

That that Council agrees to submit the joint letter with Ampthill Town Council to the Executive Member for Community Services at Central Bedfordshire Council to request clarity on the progress for installing a toucan crossing at the One-o-One Roundabout.

Background

To make the crossing of the One-o-One roundabout safer and more accessible for pedestrians, as well as providing a dedicated and safe crossing facility for cyclists, Central Bedfordshire Council have been developing proposals to install a toucan crossing in a position on the western arm of the roundabout (the side opposite the footbridge). This is intended to allow pedestrians and cyclists to cross the A507 safely, and provide a complete cycle link between Redborne Upper School and Froghall Road. From correspondence with Ampthill Town Council, it was understood that this would be installed during August 2022.

From discussions with Ampthill Town Council, it is understood that Central Bedfordshire Council are considering postponing the works to install a toucan crossing at this location to coincide with the [planned works at the Clophill Roundabout](#). The works are anticipated to start in autumn 2022, and are forecast to take up to a year to complete. This is subject to a successful outcome of a recent public consultation on the scheme. Notwithstanding this issue, installing such a crossing would require a statutory consultation to take place, to which the Town Council would be a consultee. No such correspondence has been received by either Town Council.

Central Bedfordshire Ward Councillors have been made aware of this matter, and have sought clarity on the position from the Executive Member for Community Services at Central Bedfordshire Council. As of the time of writing this report, the current position reported to Ward Councillors is that finance has been approved. Ward Councillors may provide a further update on progress during their regular slot at the Town Council meeting.

Councillor Gleave has been liaising with Councillor Susan Clinch at Ampthill Town Council to understand the current progress on this plan. The current situation at the One-o-One Roundabout in terms of safety and accessibility for all who wish to cycle and walk across it is not satisfactory. Particularly for those who find it difficult to use the footbridge. Therefore clarity on these plans is

being sought, and it is proposed that a letter be agreed by both Town Councils to submit to the Executive Member for Community Services at Central Bedfordshire Council.

The letter

The draft letter text for approval is included in Appendix A. The main thrust of the letter is to seek clarification on the timescales for delivery of the toucan crossing, given the issues facing pedestrians crossing at the One-o-One roundabout. This does not pre-judge any views that the Town Council itself will have on the proposed toucan crossing, which is likely to be a matter to be considered by the Community Services Committee.

Ampthill Town Council is also going through its committee process with the view to approve this letter for sending to Central Bedfordshire Council. This letter is being considered at the Ampthill Town Council Planning and Highways Committee on 20th July, and is planned to be approved at their Town Council on 27th July. At which point, the letter will be sent.

It is also proposed that, once this letter has also been approved by Ampthill Town Council, that this is publicised on the Town Council website and social media channels.



Flitwick Town Council

The Rufus Centre, Steppingley Road, Flitwick, Bedfordshire MK45 1AH
Telephone: (01525) 631900 Fax: (01525) 631903
Email: info@flitwick.gov.uk Website: www.flitwick.gov.uk

28th July 2022

Councillor Ian Dalgarno
Executive Member for Community Services
Central Bedfordshire Council
Priory House
Monks Walk
Chicksands
Shefford
Bedfordshire
SG17 5QT

Dear Councillor Dalgarno

Proposed Toucan Crossing at the One-o-One Roundabout between Flitwick and Ampthill

Both Flitwick Town Council and Ampthill Town Council understand that, for some time, there have been plans to install a toucan crossing at the One-o-One roundabout, on the western arm of the roundabout. Such a crossing is welcomed by both Flitwick and Ampthill Town Councils as a means of providing safe crossing of the A507 for those who choose to walk and cycle between Ampthill and Flitwick – something encouraged as part of the Local Transport Plan. This route is now the most direct access line for local school children walking and cycling to and from Redborne School from parts of Flitwick to the west of the railway line, including the new residential developments on Froghall Road. Furthermore, with the planned new Aldi supermarket in the area and with more people walking and cycling locally, it is essential that such a safe and accessible crossing is provided.

Whilst a proportion of pedestrian traffic and school students are using the footbridge, this is unsuitable for anyone using a mobility aid, wheelchair, pram, bicycle, or anyone with any restricted mobility. The footbridge and pelican crossing on Ampthill Road represents a significant detour for school students heading into west Flitwick, and students and shoppers wishing to access the Little Waitrose in the 101 Shell Garage. There is a wide and well-maintained shared cycleway/footway on the west side of Flitwick Road in Ampthill serving Redborne School and residential areas in south-west Ampthill, but the crossing between traffic islands at the busy roundabout does not safely serve this route, relying on people to judge the speed and movements of approaching traffic. Additionally, at busy periods there are significant issues of pedestrian visibility to vehicles queueing and then accelerating across the roundabout and splitting between two lanes just prior to the crossing point.

We are concerned to hear that this toucan crossing, originally planned for installation in August 2022, has reportedly been postponed. We understand that this may be delivered alongside the planned improvements to the A6 / A507 roundabout at Clophill.

This is one of the few major pedestrian crossing points on the A507 between Milton Keynes and Baldock. The current crossing arrangements are hazardous, with the footbridge crossing no longer an acceptable route choice to a high proportion of pedestrian users, including school students. Urgent action is needed to improve this crossing point where this busy A road divides residential areas and school catchments.

We consider that this delay, for reasons unknown, will be detrimental to the safety of those who need to take this route, are encouraged into it by the footway/cycleway design, or are choosing the responsible and environmentally-friendly option of walking and cycling between our towns. CBC and both Town Councils, should be working together to encourage more people to walk and cycle locally, and providing safe and accessible crossing facilities at the One-o-One Roundabout is critical to making this happen. At the very least, provision of safe routes to and from Redborne School should be prioritised, with the existing crossing arrangements being hazardous.

We would very much welcome some urgent clarification on this matter from yourself, and an assurance from yourself that this important crossing will be delivered promptly and to a standard consistent with the best practice on encouraging walking and cycling. We very much look forward to your reply.

Yours sincerely

Rob McGregor
Clerk to Flitwick Town Council

Date :- 13/07/2022

Observations on the following Planning Applications

<u>Application No</u>	<u>Date Recd</u>	<u>Case Officer</u>	<u>Applicant Name</u>	<u>Location</u>
Support with Conditions (Delegated Decis on the following applications;				
21/05143/FUL	14/12/2021	Julia Ward	Flitwick Hand Car Wash	Flitwick Hand Car Wash 1 High Street Flitwick MK45 1DU

Proposal : First floor extension to create an office and conversion of ground floor to takeaway.

AMENDED APPLICATION 4/5/2022

First floor extension to create an office and conversion of ground floor to takeaway. Erection of 4 metre high boundary treatment along northern boundary adjacent to car wash access.

I have received amendments to this application in respect of the above property.
Final odour assessment and plant noise assessment submitted
Revised drawings received showing additional 4 metre high boundary treatment along northern boundary of site.

AMENDMENT 15/6/22 Final odour and plant noise assessments submitted

Observations : FTC OBJECT to this application on the grounds of potential impact of noise and odour on nearby residents from the proposed use as a takeaway. Further information is required on the impact and mitigation of noise and odour.

Amendment:
Change of use to hand car wash and first floor extension to create an office and conversion of ground floor to takeaway. Erection of 4 metre high boundary treatment along northern boundary adjacent to car wash access.

20/6/22 FTC raise NO OBJECTION subject to applicant meeting the requirements of noise and odour assessments.

Signed _____ Date _____

Rob McGregor Mr

Date :- 13/07/2022

Observations on the following Planning Applications

<u>Application No</u>	<u>Date Recd</u>	<u>Case Officer</u>	<u>Applicant Name</u>	<u>Location</u>
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Object on the following applications;

18/01969/OUT

26/05/2022	Graham Robinson-	O&H Strategic Land	Land between Brogbourough, Lidlington & Marston Mortaine MK45
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Proposal : Outline Application: development for up to 5,000 new homes specialist residential accommodation, up to 30ha of employment land, retail, community, open spaces, leisure and sport uses, hotel uses, four lower schools, two middle schools, one upper school, woodland planting, waterbodies and waterway links, ecological areas, accesses, cycle and pedestrian routes, supporting infrastructure, ground remodelling, landscaping and demolition works.

Observations : In addition to the following comments, please also refer to the attached report prepared by the Flitwick Town Council Planning Improvement Working Group.

Whilst Flitwick Town Council understands that the site of the proposed development is allocated in the Local Plan, there are concerns over the size and scale of the development which will result in a substantial new town that will have significant impact on the nearby town of Flitwick.

Members requested to highlight how unhappy they were that no weight has been given to the future issues that will arise in Flitwick should this development go ahead.

Flitwick Town Council resolve to accept the report and recommendations of the FTC Planning Improvement Working Group and to OBJECT to the application on the grounds of the impact of increased traffic, highways safety issues and parking in Flitwick, and to seek a meeting between representatives of CBC, the FTC Planning Improvement Working Group and the Developer.

A copy of the report from the FTC Planning Improvement Working Group is included in the response to CBC which recommends that the following conditions be requested should the planning application be permitted:

- A sufficient financial contribution is made to improving the capacity of local health services, in line with contribution recommended by the NHS and CCG, though prioritised on improving the capacity of healthcare facilities in the West Central Beds area;
- The targets for use of non-car modes of transport in the Travel Plan be explicitly included as a planning condition, to mitigate the impact of the development on the A507;
- That a financial contribution be made to junction improvements at the One-o-One roundabout; to mitigate the impact of the development on the A507;
- That a Construction Traffic Management Plan be agreed between Central Beds and the developer, with the involvement of town and parish councils, that actively encourages the use of the M1 and A421 by construction traffic, to mitigate the impact of the development on the A507.

22/01575/OUT

30/05/2022	Benjamin Tracy	Raybridge Flitwick Ltd	Land south of Church Road Flitwick Beds MK45
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Proposal : Outline Application: Development of a 162-unit Integrated Retirement Community (IRC) providing Extra Care housing (Class C2) including 30% affordable housing in the form of 29 bungalows and 20 apartments and a 66-bed Care Home with ancillary community and service space, garden and leisure areas, car parking, circulation space, internal access ways, principal access, and ancillary landscaping. Access only, all other matters reserved.

Observations : In addition to the following comments, please also refer to the attached report prepared by the Flitwick Town Council Planning Improvement Working Group.

Date :- 13/07/2022

Observations on the following Planning Applications

<u>Application No</u>	<u>Date Recd</u>	<u>Case Officer</u>	<u>Applicant Name</u>	<u>Location</u>
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Flitwick Town Council resolve to accept the report and recommendations of the FTC Planning Improvement Working Group and to OBJECT to the application on the following grounds:

" That the development is situated in green belt, which is contrary to Policy SP4 of the Local Plan. Additionally, no exceptional circumstances have been demonstrated by the developer that justifies development on the Green Belt;

" No satisfactory assessment has been undertaken of the development's impact on the Flitwick Manor County Wildlife Site, specifically the impact on the floodplain marshy grassland and swamp National Priority Habitat, making this development contrary to Policy EE3 of the Local Plan;

" No plans have been identified for how the scheme will make a contribution to the Greensand Ridge Nature Improvement Area through enhancing access to and the experience of the NIA in a way that is sympathetic and sustainable towards existing habitats, making it contrary to Policy EE8 of the Local Plan;

" The development is likely to have a significant visual impact on the Greensand Ridge Nature Improvement Area, making the development contrary to Policy EE8;

" No assessment has been undertaken of the impact of the development on local healthcare facilities, nor have appropriate mitigation measures been recommended;

" Significant concerns over the impact of the development on flooding of the River Flit and associated wetland habitats in Manor Park, potentially making this development contrary to Local Plan Policy CC3.

Additionally, the Town Council has identified a number of areas of concern regarding the development as follows:

" The Transport Assessment raises the issue of speeding traffic on Church Road approaching the site entrance from both directions. Yet no mitigation measures are proposed to reduce vehicle speeds approaching the site entrance from the West along Church Road, potentially raising a significant road safety issue for approaching vehicles;

" The proposed pedestrian link to the footpath at the junction of Temple Way and Church Road would require any pedestrians using it to cross roads 3 times to continue on a footpath that is on the same side of Church Road as the site;

" Concern that the scale of and quantity of development is detrimental to the historical character of the Grade II Listed Flitwick Manor Park, with the heritage assessment seemingly to primarily focus on views from the parkland as opposed to the wood;

" Concerned at the lack of detail on sewage outflow from the site, with the main sewage facility being some way from the primary sewer main and in a location that could impact on the wetland habitat of Flitwick Manor Park;

" The site is located on agricultural land that is identified as Good to Moderate in quality, and therefore we are concerned about the loss of agricultural land;

" A general concern about the quantity of development that is being proposed on greenfield sites in Flitwick, and the ability of the key services and infrastructure in Flitwick to be able to effectively facilitate this planned and unplanned growth that will affect the town.

A copy of the report from the FTC Planning Improvement Working Group is included in the response to CBC.

Signed _____ Date _____

Rob McGregor Mr

Date :- 13/07/2022

Observations on the following Planning Applications

<u>Application No</u>	<u>Date Recd</u>	<u>Case Officer</u>	<u>Applicant Name</u>	<u>Location</u>
Support (Delegated Decision) on the following applications;				
22/00316/TRE	22/06/2022	Joanna Baker	TBC	3 Villa Gardens High Street Flitwick MK45 1DS
Proposal : Works to a trees protected by a Tree Preservation Order MB/96/00025 G1 & T1: Reduce lateral spread to Cedar Tree T1 by 2-3m, remove broken limb & deadwood and general maintenance. Reduce lateral spread by 2-3m to Wellingtonia Tree T2, remove deadwood and general maintenance.				
Observations : FTC Raise No Objection (Delegated Decision)				
22/00328/TRE	27/06/2022	Joanna Baker	TBC	1 Warwick Close Flitwick Beds MK45 1RS
Proposal : Works to trees protected by a Tree Preservation Order: Reduce back to previous reduction points and remove basal and epicormic growth to the 2 Lime Trees shown by green dots on the sketch plan. Trees protected by TPO 7/1976 and listed as falling in G2.				
Observations : FTC raise NO OBJECTION (delegated decision)				
22/00361/FUL	30/06/2022	Jade Moss	TBC	53 Osprey Road Flitwick Beds MK45 1RU
Proposal : Building a car port (retrospective)				
Observations : FTC raise NO OBJECTION (delegated decision)				
22/02070/FUL	14/06/2022	Sarah Fortune	tbc	14 Hampden Road Flitwick Beds MK45 1HR
Proposal : Erection of garage and part habitable room following demolition of existing garage.				
Observations : FTC - no objection				
22/02082/FUL	27/05/2022	William Comber	tbc	12 Kestrel Road Flitwick Beds MK45 1RB
Proposal : Two storey side extension and single storey rear extension following demolition of existing garage, conservatory and utility room				
Observations : FTC - Support				

Date :- 13/07/2022

Observations on the following Planning Applications

<u>Application No</u>	<u>Date Recd</u>	<u>Case Officer</u>	<u>Applicant Name</u>	<u>Location</u>
22/02102/VOC	14/06/2022	Stuart Kemp	Flitwick Leisure Centre	Steppingley Road Flitwick Beds MK45 1TH
Proposal : 'Variation of condition number 34 (drainage) of planning permission CB/21/00199/REG3 to allow for the drainage scheme to be considered for the western part of the site.'				
Observations : FTC - No objection				
22/02159/FUL	07/07/2022	David Gauntlett	tbc	F/W Community Football Centre Amphill Road Flitwick MK45 1BA
Proposal : Creation of 3G artificial grass pitch (AGP) with perimeter fencing, floodlighting, storage container, new hardstanding areas and access pathways.				
Observations : FTC Raise NO OBJECTION (delegated decision)				
22/02226/FUL	24/06/2022	Julia Ward	TBC	39 Brookes Road Flitwick Beds MK45 1BU
Proposal : Ground and first floor rear extensions.				
Observations : FTC raise NO OBJECTION (delegated decision)				
22/02301/VOC	05/07/2022	William Comber	tbc	32 Chapel Road Flitwick Beds MK45 1EB
Proposal : Removal of condition 1 of planning permission CB/19/02265/FULL (Retrospective permission for a timber frame studio at end of garden.) Amendment sought to allow annexe to be let out for short term holiday accommodation				
Observations : FTC Raise NO OBJECTION (delegated decision)				
22/02313/FUL	22/06/2022	William Comber	TBC	1 Buttermere Close Flitwick Beds MK45 1NG
Proposal : Single storey side extension and first floor extension with two dormer windows.				
Observations : FT Raise No Objection (Delegated decision)				
22/02390/FUL	23/06/2022	Luke Burgess	tbc	73 Kings Road Flitwick Beds MK45 1EJ
Proposal : Part single, part two storey side and single storey rear extensions. Amendment - Part single, part two storey side extension with front dormer and single storey rear extension.				
Observations : FTC - Raise No Objection (Delegated Decision)				

Date :- 13/07/2022

Observations on the following Planning Applications

<u>Application No</u>	<u>Date Recd</u>	<u>Case Officer</u>	<u>Applicant Name</u>	<u>Location</u>
22/02471/FUL	28/06/2022	Asif Hussain	TBC	39 Osprey Road Flitwick Beds MK45 1RU
Proposal : Proposed garage conversion, alterations to existing rear conservatory roof to mono-pitch roof and associated works				
Observations : FTC raise NO OBJECTION (delegated decision)				

22/02543/FUL	04/07/2022	William Comber	tbc	Station Garage Kings Road Flitwick MK45
Proposal : Alterations to windows and doors on front and side elevations.				
Observations : FTC Raise NO OBJECTION (delegated decision)				

Signed_____ Date_____

Rob McGregor Mr

Date :- 13/07/2022

Observations on the following Planning Applications

<u>Application No</u>	<u>Date Recd</u>	<u>Case Officer</u>	<u>Applicant Name</u>	<u>Location</u>
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Object (Delegated Decision) on the following applications;

22/01771/FUL

07/07/2022	Jade Moss	tbc	Land to side & rear of 41-47 Coniston Road Flitwick MK45
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Proposal : Construction of single storey one bed dwelling

Observations : FTC OBJECT to this application on the following grounds:

- 1 - loss of privacy
- 2 - lack of adequate parking
- 3 - highways safety issues
- 4 - no road access for emergency vehicles
- 5 - layout and density of building

(delegated decision consistent with previous resolutions of the former FTC Planning Committee)

Signed _____ Date _____

Rob McGregor Mr

NOTIFICATIONS OF PLANNING DECISIONS FROM Central Bedfordshire Council

Minute Ref

Mon 11 July 2022

District Ref

' C ' Contrary to District 'CD' Contrary Delegated

' D ' Delegated

' E ' Endorsed by District 'ED' Endorsed Delegated

Page No : 1

GRANTED PLANNING PERMISSIONS

ED 21/05143/FUL	Approved with Conditions	Flitwick Hand Car Wash
ED 22/00214/FUL	Approved with Conditions	Lnd 2 rear & side of 39&41
ED 22/00393/FUL	Approved	69 & 71 Townfield Road
ED 22/00984/FUL	Approved	Birthday Cottage
ED 22/01018/FUL	Approved	10 Hatfield Road
ED 22/01151/FUL	Approved	10 Sandringham Close
ED 22/01203/FUL	Approved	14 Beech Road
ED 22/01242/FUL	Approved	69 Ampthill Road
ED 22/01268/FUL	Approved	32 Chapel Road
ED 22/01303/FUL	Approved	11 Moor Lane
ED 22/01312/FUL	Approved	48 The Avenue
ED 22/01336/VOC	Approved	19 Woburn Close
ED 22/01353/FUL	Approved	44 Osprey Road
ED 22/01360/FUL	Approved	8 Johnson Edge
ED 22/01591/FUL	Approved	7 Tythe Close
ED 22/01769/FUL	Approved	2 The Birches
ED 22/01774/FUL	Approved	6 Kingfisher Road
ED 22/01792/FUL	Approved	32 Falcoln Crescent
ED 22/01854/FUL	Approved	13 Lime Close
ED 22/01891/FUL	Approved	2 Lyall Close
ED 22/02049/FUL	Approved	4 Lime Close

NOTIFICATIONS OF PLANNING DECISIONS FROM Central Bedfordshire Council

Minute Ref

Mon 11 July 2022

District Ref

' C ' Contrary to District 'CD' Contrary Delegated

' D ' Delegated

' E ' Endorsed by District 'ED' Endorsed Delegated

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Flitwick Town Council

Flitwick Food Extra – Holiday Project Test & Learn Proposal

Implications of recommendations

Corporate Strategy: Contributes directly to the Council's vision that Flitwick will continue to be a vibrant and welcoming, with an inclusive and engaged community, working together to provide an improved, sustainable, and life-enhancing environment. This proposal contributes to our missions to create a prosperous town, an engaged community and a centre for everyone.

Finance: Introduction of a test & learn project that could lead to future pressures on the revenue budget dependent on success. This proposal proposes virement of funds between categories in the revenue budget.

Equality: Increases equality & inclusivity through direct engagement with the community, assisting residents who are struggling with the cost of living crisis.

Environment: No impact on environment

Background

Run by volunteers at Flitwick Parish Church, the Flitwick Food Extra initiative supports families in Flitwick who have been worst hit by the pandemic and are now being hit by the cost of living crisis.

The group are currently helping sixteen families cook healthy meals, desserts and snacks with volunteers providing easy-to-cook nutritious recipes with pre-measured ingredients that are delivered to doorsteps across the town. In addition, the project helps to signpost families to further support where needed and has successfully partnered with local businesses to help distribute school supplies, toys and household goods.

This is a completely secular initiative and most families being supported are not members of the congregation at St Peter & St Pauls Parish Church. Under no circumstances are families encouraged to attend church unless they show interest (and then the usual warm welcome would be offered).

The Town Mayor has selected Flitwick Food Extra as one of the two beneficiaries for the 2022/2023 Town Mayor's Charities with a view to providing much-needed help to local families in Flitwick, specifically helping them get through the cost of living crisis.

Members will remember that the Council stepped in during the pandemic to provide hot meals during the school holidays, compensating for the lack of provision from CBC and helping over 50 families in need. This service ceased when CBC provided provision.

Partnering with Flitwick Food Extra to enhance the service offered

Flitwick Food Extra has proposed partnering with Flitwick Town Council to deliver a series of five sessions on Wednesdays during the 2022 summer holiday to offer local families fun activities and a hot lunch. It is proposed that this will be on a 'test and learn' basis, a pilot to trial this approach to understand the impact and viability of going forward. The Community Services Committee would be asked to review the viability and impact of the trial in September as well as future funding arrangements to decide if this were something the Council would want to facilitate on a longer-term basis.

What would the event look like?

Based in the Lockyer Suite and with the use of the field, the event would cater for between 50 and 100 people and be run by volunteers providing fun activities for children every Wednesday morning. Parents would be encouraged to stay and participate, as well as retain responsibility for their children. Activities would include crafts, games and dependent on the weather, outdoor activities on the field. Activities would be followed by a nutritious hot lunch that would be cooked by the FTC catering team but served and cleared by volunteers.

The event would be open to all families who are using the services of Flitwick Food Extra and not linked to free school meals entitlement.

What support would be needed from officers and volunteers?

The kitchen would be asked to produce a hot lunch for each event that can be pre-prepared, quickly cooked with minimum resource requirements (to minimise the impact on the café or commercial events) and then served and cleared by volunteers.

Could we ask for support or sponsorship from suppliers and local businesses?

The Town Mayor will contact suppliers and local businesses asking for donations of ingredients in return for sponsorship.

Why hasn't this proposal gone through the usual meeting cycle?

Flitwick Food Extra proposed these events on Friday 1st July and there wasn't enough time to pull together a proposal to include on the Community Services agenda for the meeting on 5th July.

Gaining agreement at Full Council on the 19th July doesn't leave enough time to promote the events before the schools break for summer.

We are therefore proposing to take this decision under delegated authority.

How much will this cost?

The use of the Lockyer Suite and the Rufus Centre field would be provided free of charge for the five sessions. While there will be no cost to FTC, there is a possible opportunity cost should we need to turn down a commercial event that would deliver a financial return.

Historically, in August there are fewer large events in the Lockyer Suite during the day and the five dates suggested were not booked. The field is available for three of the five sessions.

Assuming the attendance of 100 people and based on a budget of £3 per head for each event, we expect the cost of the food for each event to be approximately £300 per session. We would need a maximum total budget of £1,500 to run this pilot. I would expect that each event could be delivered for less because of donations and smart buying/planning.

How will this project be funded?

Officers have suggested that we repurpose some of the £2,000 budget allocated to the Youth Panel to support this initiative. Officers feel that it is unlikely that we will spend this money during this financial year (refer to Community Services minutes for explanation of the reason why).

Are there similar services operating in our area to address this issue?

Central Bedfordshire Council is funding two schemes in Flitwick for young people in receipt of income-related free school meals (the HAF project) :

- Weekly holiday project run by 4YP from Flitwick Youth Hub on Tuesdays and Thursdays during August.
- Bedford Blues Foundation are offering Multi-sport programmes between Monday 2nd August - Thursday 5th August and Monday 22nd August – Thursday 25th August at Flitwick Football Centre.

Proposal

For the Town Clerk to take the following actions under delegated authority which will be endorsed by the Town Mayor and Chair of Community Services Committee:

1. To partner with Flitwick Food Extra to host five events at the Rufus Centre including providing a hot lunch on a pilot basis. These events would be branded as organised by Flitwick Food Extra with support from Flitwick Town Council.
2. To repurpose £1,500 from the Youth Panel budget to fund this pilot
3. For the Community Services Committee to review the success of the pilot at their September meeting and to consider if the Council wishes to continue partnering with Flitwick Food Extra to deliver future events.

Cllr Andy Snape

Town Mayor