

### **SCHEDULE 3**

#### **Community Resource Centre Facilities, the Local Centre Land and Employment Land, Police, Libraries, Travelling Showpeople, Civic Amenity, Healthcare and Broadnook Foundation**

##### **1 Community Resource Centre Facilities**

- 1.1 The Owners shall not Occupy any Dwellings until it has submitted the Community Resource Centre Scheme and the Community Resource Centre Strategy to and received approval from the Borough Council for such scheme and strategy.
- 1.2 On receipt of approval of the Community Resource Centre Scheme and the Community Resource Centre Strategy from the Borough Council the Owners shall prior to the Occupation of the 10<sup>th</sup> Dwelling seek Reserved Matters Approval or a planning permission from the Borough Council for the Community Resource Centre and shall apply for and diligently pursue all Necessary Consents required for the construction of the Community Resource Centre Facilities and shall construct the Community Resource Centre Facilities in accordance with the approved Community Resource Centre Scheme and Community Resource Centre Strategy.
- 1.3 The construction and completion of the Community Resource Centre Facilities shall thereafter proceed in accordance with the delivery timetable set out in the Community Resource Centre Strategy but shall in any event be completed and made available for use not later than the Occupation of the 650<sup>th</sup> Dwelling subject to the provisions of Paragraph 1.4 and such alternative trigger date as the Borough Council shall agree and the Community Resource Centre Facilities shall be thereafter owned and managed by the Trust
- 1.4 Notwithstanding the provisions of paragraph 1.3 above the Borough Council and the Owners shall at any time prior to the Occupation of the 550<sup>th</sup> Dwelling carry out a joint review of community facilities provision within the Application Site and may agree as part of that review alternative community provisions to replace or amend the Community Resource Centre and/or the Community Resource Centre Facilities and the timing of the provision of such facilities and the subsequent provision of community facilities on the Application Site shall be in accordance with the agreed alternative provision and for these purposes shall agree any corresponding variations to the Broadnook Centre Brief.
- 1.5 The Owners shall carry out and complete the Public Realm Works in conjunction with the Community Resource Centre and in accordance with the principles of the Broadnook Centre Brief and make the same available for public use prior to the Occupation of the 650<sup>th</sup> Dwelling or as otherwise agreed with the Borough Council.

##### **2 Community Development Worker**

- 2.1 The Owners shall not Occupy more than 100 Dwellings until it has undertaken the following:
  - (a) agreed with the Borough Council a suitable job description for the Community Development Worker (to be substantially in accordance

with the draft job description at Annex 3 of this Schedule 3) and the method for advertising and publicising such agreed job description;

- (b) used Reasonable Endeavours for a period of no less than 6 months to advertise the Community Development Worker role in accordance with the details agreed with the Council pursuant to paragraph 2.1(a) above and to recruit an individual to that role; and
- (c) subject to an individual being appointed as the Community Development Worker, agree with the Borough Council the location of and provide non-residential workspace accommodation for use by the Community Development Worker for the duration of their employment;

PROVIDED THAT if the Owners have been unable to recruit a Community Development Worker despite having complied with its obligations in paragraphs 2.1(a) and 2.1(b) above, paragraph 2.1(c) shall be of no further effect and the Owners shall be under no further obligation in relation to recruitment and provision of a Community Development Worker.

- 2.2 For the avoidance of doubt the obligation in paragraph 2.1 of this Schedule shall be of no further effect if (despite having used its Reasonable Endeavours for at least 6 months to recruit a suitable individual for the role in accordance with paragraph 2.1 above) the Owners have been unable to secure an individual to take up the Community Development Worker role within the period of 6 months specified above save that in such circumstances the Owners will seek to agree with the Borough Council a community liaison strategy which shall form the basis of future community liaison between the Owners the Borough Council and other relevant bodies until the Development is Completed.

### **3 Local Centre Land and Employment Land**

- 3.1 The Owners shall not Occupy more than (50) Dwellings until a Marketing Strategy has been submitted to and approved by the Borough Council and thereafter the Owners shall implement the approved Marketing Strategy in respect of the Local Centre Land and the Employment Land.
- 3.2 Subject to paragraph 3.3 below, construction of the Local Centre and Employment Land shall commence as soon as reasonably practicable subject to the development of the Local Centre and Employment Land ~~being the subject of contractual commitments by future owners and or~~ occupiers to occupy the Local Centre and Employment Land.
- 3.3 No more than 1250 Dwellings shall be Occupied unless and until the development of the Local Centre Land has been Completed and made available for the intended use for that land save that where the Owners are able to demonstrate to the Borough Council's reasonable satisfaction that it has not been possible through the Marketing Strategy to secure sufficient Occupiers for the Local Centre to justify commencement of development of the same or where occupiers have been recently secured but there will be insufficient time to complete prior to the relevant trigger then the Owners may seek approval from the Borough Council to an extension or series of extensions to the said trigger or any revised trigger approved for this purpose such approval not to be unreasonably withheld or delayed.



- 3.4 The Local Centre and Employment Land shall be reserved and retained for that use for a sufficient period of time to enable the Owners to comply with its obligations under paragraph 3.1 to 3.3 above or until such time as planning permission has been granted for any alternative use or development (whichever is later).

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#### **Police Facility**

- 4.1 The Police Facility is to be provided by the Owners as part of the Community Resource Centre unless the Police Force give notice prior to the Commencement of construction of the Community Resource Centre or at any time during construction of the Community Resource Centre that the Police Facility is not required.
- 4.2 Subject to paragraph 4.1 and the delivery of the Police Facility the Owners shall use its Reasonable Endeavours for a period of no less than six months after first offering the Police Facility (which offer will be made no later than completion of the Police Facility) to the Police Force on the basis of the Police Force Facility Lease PROVIDED THAT if the Police Force has not entered into such lease despite the Owners using their Reasonable Endeavours for no less than the six months period specified they may use the Police Facility for such other uses as may be agreed with the Borough Council subject always to the Borough Council having first confirmed in writing that it is satisfied that the Owners have used their Reasonable Endeavours for a period of no less than six months to enter into a Police Force Facility Lease with the Police Force

#### **5 Library Facilities**

- 5.1 The Owners shall provide the Library Facilities in two stages firstly within the Foxfield Park Pavilion not later than the Occupation of the 200th Dwelling and subject to a payment to the County Council of Seventeen Thousand Pounds (£17,000.00) and secondly on completion of the Community Resource Centre by the establishment of Library facilities in the Community Resource Centre whereupon the Library Facilities within Foxfield Park Pavilion will transfer to the Community Resource Centre and the Owners will seek to make the same available on completion as a library benefitting residents of the Development thereafter
- 5.2 The Owners shall not Occupy more than 800 Dwellings until it has either provided the Library Facilities within the Community Resource Centre (and the same is operating) in accordance with paragraph 5.1 utilising the funding specified in (ii) of the definition of Library Facilities or has paid to the County Council the sum specified in (iii) of the Library Facilities definition for the purpose of funding the Library Facilities off the Application Site
- 5.3 Should for whatever reason Library Facilities provided by the Owners within the Community Resource Centre cease to be available within 5 years of the completion of construction of the Community Resource Centre the Owners shall notify the County Council in writing and then at its discretion discuss with the County Council the future use of the book stock, seating, shelving and equipment within the Community Resource Centre

with their removal by the County Council for use at either Rothley or Birstall libraries or payment of a financial contribution to the County Council of no more than Five Thousand Pounds (£5000) Index linked from the date of library facilities being provided at the Community Resource Centre to be used in the provision of book stock for Rothley and Birstall libraries

## **6 Travelling Showpeople Land**

- 6.1 No later than the Occupation of the 750<sup>th</sup> Dwelling the Owners covenant to submit to the Borough Council details of the scheme proposed for the Travelling Showpeople Land including:
- the precise location of the site and disposition of the surrounding Land Uses compatible with the application's approved Parameters Plan;
  - proposals for access, provision of services/utilities, landscaping and surface/boundary treatments;
  - proposals for transfer of ownership to and associated long-term management by the Broadnook Garden Village Trust;
  - proposals for the timing of provision in conjunction with phased progress of infrastructure and units comprising the adjoining commercial and employment uses.
- 6.2 To obtain all Necessary Consents for the Traveling Showpeople Land and to market and to provide it in accordance with the approved Marketing Strategy and to transfer it to the Broadnook Garden Village Trust which shall make it available for Travelling Showpeople on Leasehold terms.
- 6.3 Prior to Occupation of the 1000<sup>th</sup> Dwelling the Owner and the Trust shall submit to the Borough Council the Marketing Strategy for the Travelling Showpeople Land (such Strategy to be implemented as approved) and will thereafter make available the Travelling Showpeople Land for use by Travelling Showpeople from that date in accordance with the Marketing Strategy and will seek to secure a transfer of the same pursuant to a lease on heads of terms approved pursuant to the Marketing Strategy at the earliest opportunity following the approval of Marketing Strategy.
- 6.4 Marketing of the Travelling Showpeople Land will be undertaken in accordance with the approved Marketing Strategy (subject to review and any amendments agreed from time to time) prior to the occupation of no more than 1250 Dwellings and shall continue to be so marketed until the first Occupation of the 1700<sup>th</sup> Dwelling and if by that date the Travelling Showpeople Site has not been developed and leased due to absence of demand the same shall be released from all obligations contained herein.

## **7 Civic Amenity**

- 7.1 The Owners shall pay the Civic Amenity Contribution to the County Council in five equal instalments as follows:
- (a) 20% payable prior to Occupation of 300 Dwellings;
  - (b) 20% payable prior to Occupation of 600 Dwellings;
  - (c) 20% payable prior to Occupation of 900 Dwellings;
  - (d) 20% payable prior to Occupation of 1200 Dwellings; and



- (e) 20% payable prior to Occupation of 1500 Dwellings

7.2 The Owners shall not Occupy more than the number of Dwellings specified in paragraph 7.1 unless and until it has paid to the County Council the relevant instalment of the Civic Amenity Contribution

## 8 Healthcare

8.1 In accordance with paragraph 8.6 below upon Occupation of prior to the first Occupation of the 500<sup>th</sup> Dwelling there will be a Healthcare Needs Review.

8.2 The Owners shall not Occupy more than 500 Dwellings until they have submitted to and received approval from the Borough Council of a Healthcare Facility Marketing Strategy and the Healthcare Facility Works Specification

8.3 Upon approval of the Healthcare Facility Marketing Strategy and the Healthcare Facility Works Specification submitted in accordance with paragraph 8.2 above the Owners shall:

- (a) market the Healthcare Facility in accordance with the approved Healthcare Facility Marketing Strategy;
- (b) use Reasonable Endeavours to agree the Healthcare Facility Lease with a Health Service Body for construction and fit out of the Healthcare Facility in accordance with the Healthcare Facility Works Specification; and
- (c) grant to the Health Service Body the Healthcare Facility Lease or a contract for lease the lease to take effect on completion of the Healthcare Facility

8.4 It is the stated preference of both the Owners and the Borough Council that the Healthcare Facility is provided on the Application Site as part of the Community Resource Centre subject however to the following:

- (a) the healthcare needs of the residents of the Development and how best to meet those needs will be kept under review in accordance with paragraph 8.6 below;
- (b) unless any alternative healthcare provision is agreed between the Owners and the Borough Council the Healthcare Facility shall be provided within the Community Resource Centre or as otherwise agreed elsewhere on the Application Site subject to the provisions of paragraph 8.5.

8.5 Where the Healthcare Facility is provided on the Application Site pursuant to paragraph 8.4(b) the Owners will continue to market the same to Health Service Providers up to the date of first Occupation of the 1000<sup>th</sup> Dwelling at which point the following provisions shall apply:

- (a) if a Healthcare Facility Lease has not been entered into for the Healthcare Facility and the Borough Council has confirmed in writing it is satisfied that the Owners have used Reasonable Endeavours to market the Healthcare Facility in accordance with

the Healthcare Facility Marketing Strategy but has failed to agree terms with a Health Service Body despite having used its Reasonable Endeavours the Owners shall pay the Healthcare Contribution (or any part not spent under the Healthcare Needs Review process) to the Borough Council

- (b) in the event a Healthcare Facility Lease is entered into the Owners shall supply details to the Borough Council within 14 days of the date thereof

#### *Healthcare Needs Review*

- 8.6 Prior to Occupation of the first 500 Dwellings and thereafter on Occupation of the 700<sup>th</sup> and the 900<sup>th</sup> Dwelling (ending on the Occupation of 1000 Dwellings) constructed there will be a Healthcare Needs Review carried out initiated by the Owners and undertaken at the reasonable expense of the Owners.
- 8.7 In carrying out any Healthcare Needs Review the relevant Healthcare Needs Review Partner shall demonstrate that regard has been had to the following matters:
  - (a) the rate of take up of patient places in GP surgeries within the catchment area of the Development;
  - (b) patient yield within the Development; and
  - (c) the capacity of existing GP surgeries within the catchment area of the Development.
- 8.8 Any Healthcare Delivery Needs Partner served with an Healthcare Needs Review shall within 21 Business Days of receipt give notice in writing to the other Healthcare Needs Review Partners as to whether they agree the Healthcare Needs Review in question (the "Healthcare Needs Review Notice") and where any Healthcare Needs Review Partner does not confirm their agreement the Healthcare Needs Review Partners shall together use Reasonable Endeavours to reach agreement but if agreement is not reached within 21 Business Days of receipt of the last Healthcare Needs Review Notice to be served pursuant to this paragraph 8.8 then the Healthcare Needs Review shall be referred to a Specialist to be determined pursuant to the Dispute Resolution Procedure.

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## **9 Community Liaison – Broadnook Foundation**

- 9.1 The Owners shall not Commence Development unless and until it has used Reasonable Endeavours to secure the establishment of the Broadnook Foundation to operate in accordance with the terms of reference set out in Annex 2 of this Schedule 3 or such alternative terms of reference as may be approved by the Borough Council and it is acknowledged that the operation of the group shall rely in part on the cooperation of other parties intended to be members/attendees of the Broadnook Foundation.
- 9.2 Unless otherwise agreed with the Borough Council the Owners shall operate the Broadnook Foundation in accordance with such terms of



reference during the construction of the Development and until 12 months after Completion of the Development.

## **10 Foxfield Park Pavilion**

- 10.1 The Foxfield Park Pavilion shall be constructed and made available for use prior to the Occupation of any Dwelling and shall thereafter be retained for its stated use and purpose until the Community Resource Centre or any alternative community facilities that have been agreed by the Borough Council as a suitable replacement for the Foxfield Park Pavilion have been provided whereupon the Foxfield Park Pavilion shall be used as a sports pavilion with social and Community Use or such other use as the Borough Council shall agree
- 10.2 From a date not later than Completion of the Foxfield Park Pavilion the Owners will seek to actively market space within the pavilion in order to secure an occupier/operator including any café or shop use or any alternative complementary uses that may be agreed with the Borough Council including the provision of a community run library not later than the Occupation of the 200<sup>th</sup> Dwelling

## **11 Communal Facilities**

- 11.1 Subject to paragraph 11.2 the Communal Facilities may be located within the Primary School Site with the agreement of the County Council and capable of being used separately from the Primary School Site and if so located may be constructed in conjunction with Phase 1 of the Primary School.
- 11.2 Where arrangements cannot be secured for location of the Communal Facilities provided pursuant to paragraph 11.1 above the Owners shall agree with the Borough Council alternative arrangements for the provision (including timing of provision) of the Communal Facilities elsewhere within the Application Site subject to the same being provided prior to Occupation of 650 Dwellings unless the Owner and the Borough Council agree that it would be preferable to locate the Communal Facilities in a later Phase of the Development.
- 11.3 Prior to the Communal Facilities being brought into use the Owner and operator of the Community Facilities (which may be the academy trust appointed to run the Primary School) shall enter into a Community Use Agreement setting out the terms of use of the Communal Facilities for Community Uses.

## **12 The Broadnook Bike Scheme**

- 12.1 Prior to the Occupation of the 50<sup>th</sup> Dwelling the Owners shall submit to the Borough Council the Broadnook Bike Scheme for approval.
- 12.2 The Owners shall not Occupy more than 650 Dwellings unless the Broadnook Bike Scheme has been implemented in full to the Borough Council's reasonable satisfaction and written confirmation of the same has been provided by the Borough Council.

## **ANNEX 1**

### **Police Force Facility and Healthcare Facility Lease Terms**

#### **Police Force Facility Lease Terms**

To include at least the following:

Rent: £1

Term: 99 years

Repair: Landlord

Insurance: Landlord

External: Landlord

Service Charge: Proportionate contribution by the Police

Utilities and Outgoings: Police

User: Office for use of Leicestershire Police only

Break Clause: Tenant's rights to break on 1 year's notice after first 5 years of the lease term

#### **Healthcare Facility Lease Terms**

To include at least the following:

Rent: Market rent

Term: 25 years or, if applicable, valuation evidence is provided by the relevant Health Service Body that a shorter term is appropriate, a term of no less than 20 years

Rent Review: Every 5 years (any rent determined pursuant to a rent review shall be reduced (calculated on an annual basis) by the same amount as the original rent as detailed above in relation to the Rent provision).

~~Other terms: Such other reasonable terms as may be agreed between the parties to the lease.~~



## **ANNEX 2**

### **Broadnook Foundation Terms of Reference**

#### **1 Liaison Group – the agreed objectives**

- To provide an open line of communication with the communities most affected by the Development.
- To enable representatives of the community to be kept up to date as regards the Development.
- For attendees to table questions to be answered at the meeting or subsequently following receipt of information from technical specialists.
- Attendees will feedback information from the meetings to their parishioners and the communities they are representing to ensure the wider area is up to date.

#### **2 Members/Attendees**

- A representative of each of the Owners, the Developers, the Borough Council and the County Council
- The following groups shall be invited to field a representative for each meeting: Rothley Parish Council, any new Parish Council constituted to represent Broadnook Village, Broadnook Garden Village Trust, Wanlip Parish Meeting, Thurstaston and Cropston Parish Council and Birstall Parish Council
- A representative of such other groups or organisations as the Borough Council and the Owners may approve from time to time.

#### **3 Principles**

- The liaison group will run in accordance with the following principles:
- Diversity – communications will jargon free in appropriate formats and will be accessible to all.
- Equality of opportunity – will give equal opportunity to all.
- Respect – will promote the spirit of mutual openness and will give swift and clear feedback.

#### **4 Protocols for the Meeting**

- The Owners representative shall prepare the agenda and chair all meetings.
- The Community Liaison Group shall meet quarterly (or as agreed between the members of the group). Once approved, minutes will be uploaded to a publically accessible website for residents to review.
- All attendees shall read the minutes in advance of the meeting and notify the group secretary of any agenda items or questions one week in advance of future meetings to ensure the relevant member of the project team for the Development can be in attendance to answer.
- All members will be provided with copies of the minutes in advance of meetings. These should be read in advance of the meeting so attendees do

not have to repeat discussions held at previous meetings. However, any amendments to the minutes can be agreed at the subsequent meeting.

- A time limit of 2 hours will be set for each Broadnook Foundation meeting, with the opportunity to increase this by a further 15 minutes if the need arises at the discretion of the Chair.
- The meeting will accept and adhere to normal debating protocols.



## ANNEX 3

### Community Development Worker – Draft Job Description

# JOB DESCRIPTION

<b>Job Title:</b>	Community Development Officer
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#### Job Purpose

- To engage and support the new Broadhook Community, identify and respond to key issues and needs as they arise through multi-agency working that ensures clear outcomes within those neighbourhoods.
- Help coordinate the Community Liaison Group and deliver the outcomes relating to issues and actions raised.
- Delivery of an effective and appropriate service to all service users, fairly and without discrimination.

#### Main Duties and Responsibilities

1.	To build relationships with local organisations, agencies and community networks for collaborative working.
2.	To support the development and implementation of multi-agency approaches to identifying issues and delivering improvements.
3.	To be responsible for implementing Neighbourhood Management processes by supporting Community Groups, Neighbourhood Forums and Community Hubs, whilst continuing to identify existing groups that may support these roles.
4.	To research and gather information on the local community and understand the residential make up to assist delivery and inform decision making. This will include both desk based research and outreach work at events and door to door visits.
5.	To identify the 'connectors' (movers and shakers) within communities and bring them together to help deliver improvements in and for the community, ensuring appropriate community engagement and participation of all interested parties and residents in the design, management, delivery and monitoring of community services.
6.	To build cohesion amongst and between the diverse communities of Charnwood with particular focus on 'new' developments and the integration with the immediate neighbouring communities.

7.	To work with local residents and organisations in the start-up of grass roots community projects that meet identified community need through capacity building, advice giving, and supporting, defining and building projects with them, leading where appropriate.
8.	To support and encourage local volunteering through advising, sign posting and working with other local volunteering organisations. This will include training local community members to become resilient community ambassadors.
9.	To take an active lead role working with community ambassadors in planning creative and engaging events and activities to encourage meaningful engagement.
10.	To deliver an effective and appropriate service to all service users, fairly and without discrimination.
<b>Special Factors</b>	
<ul style="list-style-type: none"> <li>The nature of the work may involve the jobholder carrying out work outside of normal working hours.</li> </ul>	