



Ref: Agenda/Council – 25/07/23

20<sup>th</sup> July 2023

Dear Sir/Madam

All Members of the Town Council are hereby summoned to the Council Meeting of Biggleswade Town Council that will take place on **Tuesday 25<sup>th</sup> July 2023** at the **Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade** commencing at **7:00pm**, for the purpose of considering and recommending the business to be transacted as specified below.

Yours faithfully

Peter Tarrant  
Town Clerk & Chief Executive

Distribution: All Town Councillors  
Notice Boards  
The Press

## **AGENDA**

### **1. 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**

### **4. 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.

Please register in advance for this webinar:

**[https://us06web.zoom.us/webinar/register/WN\\_pFIOEYGpRj6tkT6dCwYNSQ](https://us06web.zoom.us/webinar/register/WN_pFIOEYGpRj6tkT6dCwYNSQ)**

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**.

5. **INVITED SPEAKER**

6. **MEMBERS' QUESTIONS**

7. **MINUTES AND RECOMMENDATIONS OF MEETINGS**

- a. For Members to receive the minutes of the Town Council Meeting held on **Tuesday 11<sup>th</sup> July 2023** at the Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade.

8. **MATTERS ARISING**

- a. Minutes of the Council Meeting held on **Tuesday 11<sup>th</sup> July 2023**.

9. **ITEMS FOR CONSIDERATION**

a. **Unity Trust Bank Signatories**

For Members to receive and consider a written report by the Finance Manager.

b. **Grasmere Road Network Rail Request**

For Members to receive and consider a written report by the Head of Governance & Strategic Partnerships and Deputy Administration & HR Manager.

c. **Proposed Closure of Biggleswade Station Ticket Office**

For Members to receive and consider a motion put forward by Cllr Strachan:

“This Council agrees to respond to the Transport Focus consultation to express concern at the proposals to move staff out of ticket offices and onto station platforms with the potential to close ticket offices in a number of locations, which might impact Biggleswade Railway Station ticket office.”

The link below is included for contextual information.

<https://communityrail.org.uk/ticket-office-consultations-have-your-say>

10. **PLANNING APPLICATIONS**

You can view details of applications and related documentation such as application forms, site plans, drawings, decision notices and other supporting documents for planning applications on the Central Bedfordshire Council website. Click on the hyperlink (electronic copy) on the heading of each planning application listed below.

a. **CB/23/01968/FULL - Unit B, Normandy Lane, Biggleswade, SG18 8QB**

Erection of bakery unit (Use Class E) and new vehicular access on Pegasus Drive.

**Previously on the agenda 27/09/22**

Extension to factory building to accommodate 4 additional units for flexible use comprising Class B8 (storage and distribution), B2 and Class E (g)iii (light industrial).

It was **RESOLVED** that the Town Council has **NO OBJECTION** to this planning application. There is a concern regarding the parking.

- b. **CB/23/00864/FULL - Biggleswade Baptist Church, 24 London Road, Biggleswade, SG18 8EB**

Erection of wooden shed/ workshop and retention of two existing sheds.

**Previously on the agenda 11/04/23**

The Town Council has **NO OBJECTION** to this application, subject to consultation with neighbours and consideration of their comments.

- c. **CB/23/01504/FULL - 168 London Road, Biggleswade, SG18 8EH**

Front, rear and side two storey extension, with erection of new garage.

- d. **CB/23/02147/FULL - 36 Jupiter Way, Biggleswade, SG18 8EW**

Single storey rear extension with rooflights and loft conversion with rooflights.

- e. **CB/23/02044/FULL - 36 Havelock Road, Biggleswade, SG18 0DH**

New build two storey detached dwelling with dedicated off-road parking.

- f. **CB/23/02273/FULL - 19 Apple Tree Close, Biggleswade, SG18 8NF**

Demolition of existing conservatory and the erection of a single storey rear extension.

- g. **CB/22/04516/REG3 - 11 & 12 Woodlands, Dunton Lane, Biggleswade, Bedfordshire, SG18 8QU**

Change of use of land, from the stationing of two transit pitches, to two permanent pitches for Gypsy and Traveller use, with associated parking and amenity units.

**Previously on the agenda 10/01/23 & 14/02/23**

The Town Council objects to some aspects of the proposed development.

The application calls for a change of use of land, from the stationing of two transit pitches, to two permanent pitches for Gypsy and Traveller use, with associated parking and amenity units which should be stationed further away from the road and that is not the case with this proposal.

The Town Council has objected previously and on this occasion on the grounds of noise pollution from the road. Permanent pitches stationed near the road will obviously make the noise pollution situation worse.

The Town Council also objects on the grounds that currently visitors temporarily use the transit pitches; once these are made permanent there will be no provision for temporary visitors.

- h. **CB/TCA/23/00268 - Brigham House, 93 High Street, Biggleswade, SG18 0LD**

Works to trees within a Conservation Area: Crown reduction and trim back branches of large Ash tree (T5), overhanging land at 91 High Street. Trim back overhanging branches of trees (T1 & T2 fruit tree, T3 large bush, T4 Holly Bush).

11. **PLANNING APPLICATION OUTCOMES**

- a. A report of the Planning Application Outcomes (by exception applications only) as of **Tuesday 18 July 2023**.

12. **ACCOUNTS**

- a. **Financial Administration**

The July 2023 accounts are not available for this agenda.

13. **ITEMS FOR INFORMATION**

- a. **Biggleswade Substation Update**

For Members to receive the correspondence from the Biggleswade Substation Project Team.

14. **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.

Please register in advance for this webinar:

**[https://us06web.zoom.us/webinar/register/WN\\_pFIOEYGpRj6tkT6dCwYNSQ](https://us06web.zoom.us/webinar/register/WN_pFIOEYGpRj6tkT6dCwYNSQ)**

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**.

15. **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.

(None).

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 BIGGLESWADE TOWN COUNCIL MEETING**  
**HELD ON TUESDAY 11<sup>th</sup> JULY 2023**  
**AT 7.00PM AT BIGGLESWADE TOWN COUNCIL OFFICES**  
**THE OLD COURT HOUSE, 4 SAFFRON ROAD, BIGGLESWADE, SG18 8DL**

**PRESENT:**

Cllr M Foster (Mayor)  
Cllr I Agnew  
Cllr D Albone  
Cllr G Barrett  
Cllr J Jones  
Cllr M North  
Cllr M Russell  
Cllr S Sajid  
Cllr A Skilton  
Cllr D Strachan  
Cllr C Thomas  
Cllr J Woodhead

Mr P Tarrant – Town Clerk & Chief Executive  
Mr K Hosseini – Head of Governance & Strategic Partnerships  
Ms F Gumush – Meetings Administrator

Members of the Public – 3 (two online, one in Chamber)

**Meeting Formalities:**

Following a reminder to meeting attendees that this is a formal meeting, the Mayor advised that members of the public will be given an opportunity to speak during public open session but not at other times. The meeting is being filmed and by being present attendees are deemed to have agreed to be filmed and to the use of those images and sound recordings. The Mayor advised that attendees should not disclose any personal information of individuals as this would infringe the Data Protection Rights of that individual.

**1. APOLOGIES FOR ABSENCE**

a. Cllr P Guilcher, Cllr M Knight, Cllr S Patel.

**2. DECLARATIONS OF INTEREST**

a. **Disclosable Pecuniary interests in any agenda item:**

Cllr Barrett for Item 10b.

b. **Non-Pecuniary interests in any agenda item:**

None.

### **3. TOWN MAYOR'S ANNOUNCEMENTS**

#### **a. App-Bike**

On Friday 7<sup>th</sup> July, the Mayor and several other Town Councillors, attended the formal launch of the 'App-Bike', Biggleswade's new bike hire scheme. The scheme is a joint venture between Bedfordshire Rural Communities Charity (BRCC), Central Bedfordshire Council and the Town Council.

The Mayor explained that the scheme is designed to open up cycling for Biggleswade residents, especially for those who don't own a bicycle or might like to try cycling. The four locations included areas such as Dan Albone Car Park and Kings Reach Square with the hope that the railway station was also a planned location.

The Mayor hoped that the scheme would be a success and encouraged everyone to use and support it.

#### **b. East Beds Concert Band Summer Concert**

On Saturday 8<sup>th</sup> July, the Mayor had the pleasure of attending the East Beds Concert Band Summer Concert at Stratton Upper School.

The Mayor indicated that it was a fantastic evening where there was something for everyone.

The East Beds Concert Band is a community wind band that welcomes participants of all ages. The band's repertoire encompassed a great mix of music from the 70s to Land of Hope and Glory.

The Mayor added that he looked forward to attending the next Winter/Christmas concert to be held on Saturday 9<sup>th</sup> December.

### **4. PUBLIC OPEN SESSION**

No member of the public wished to speak.

### **5. INVITED SPEAKER**

#### **PC Steven Beer**

PC Beer gave an update for Biggleswade and noted that in the last month the most commonly seen offence was shop lifting with 18 incidents. Following this was assault without injuring with 13 offences and 5 incidents of criminal damage to vehicles.

In terms of recent achievements, PC Beer indicated that Bedfordshire Police in the last month had carried out three property closures due to anti-social behaviour and drug related offences.

Bedfordshire Police also completed an environmental vulnerability assessment in the Market Square in relation to youths who were seen on rooves of buildings, throwing things down and causing anti-social behaviour.

PC Beer explained that youths were issued with behavioural contracts, and in any other offence, their parents would suffer the consequences.

PC Beer also said that two Officers from the Biggleswade Community Policing Team are among the top three for stop and search across the entirety of Central Bedfordshire, in that they are

the ones who are going out there engaging and stopping individuals following intelligence submitted to them regarding offences.

Cllr Strachan touched on the matter of drug use and dealing, especially around recreation areas. It was suggested that it would be helpful in repeating the idea that if the public have any intelligence regarding any criminal activity that they report it using the 101-telephone line.

PC Beer agreed that public intelligence is one of the biggest resources the police have and whilst 101 could be busy especially after 6pm, logging incidents or intelligence online at Bedfordshire Police was also possible.

PC Beer reiterated that if a crime is actively on-going that people were aware of, then they should call 999 which avoids waiting in line and gets mobilisation of units quicker.

Cllr Barrett noted that as a new Member to the Town, he was not able to compare if the figures presented were 'good' or 'bad' and asked if PC Beer could give further information, to which PC Beer said he would share the data with Members later.

Cllr Woodhead noted that the 'top' offence in Biggleswade was shoplifting and wondered if there were any areas where this occurred more frequently.

PC Beer indicated that this could be provided in more detail if Members wished.

## **6. MEMBERS' QUESTIONS**

Cllr Skilton informed Members that he had been contacted by a resident, asking if there was a Women's Safety lead on the Council. The Mayor responded that at present there was no such lead and welcomed other ideas by Members for such initiatives which could be considered.

Cllr Albone pointed to the two new pedestrian crossings on Chambers Way and Saxon Drive noted that they were still not functioning and asked when they would be operational.

CBC Ward Councillor Cllr Grant Fage, assisted members with additional information, indicating that the operation of the pedestrian crossing had been held up by UK Power Networks, that both sets of traffic lights were erected as part of S106 funding due to the development on Sorrell Way and are the responsibility of the developer. Cllr Fage added that he would escalate the matter to CBC.

Cllr Strachan asked if the Council was aware that the Royal Delivery Group is carrying out a consultation with a view to closing ticket offices generally around the country which began on the 5<sup>th</sup> of July, ending on the 26<sup>th</sup> of July.

The Town Clerk & Chief Executive noted that the Council were aware of the consultation, but Biggleswade Town Council had not specifically been consulted on their opinion.

Members **AGREED** to add the item on the next Council agenda to discuss before Officers submitted a response to the consultation.

## **7. MINUTES AND RECOMMENDATIONS OF MEETINGS**

- a. P6 - Cllr Strachan indicated that Cllr Barrett and Cllr Jones should not have been included in the Present List as technically they had not been voted until the Item for Co-option.



P7 – Item 5. Declaration of Acceptance of Office should read 2023/2027 not 2023/2024. Also the Mayor welcomed the newly co-opted Councillors should be moved at the end of that section with the addition of a line which says they signed the declaration of acceptance of office.

P10 – Item 9c. The length of time plaques can remain on benches is not covered. It should read “that going forward the policy should include the length of time of 15 years that plaques could remain on new benches.”

P11 – Item 9g. The last paragraph should be amended to read: “and that subject to further consideration, the possibility of future meetings could be held in the evening.”

P12 – Item 14a. the last paragraph should have the additional line: “and in keeping with the current process would continue to be published on the Council website.”

P12 – Item 12e. The planning application outcome needs to be amended to reflect the fact that this modification is premature as the mounds had not been removed yet.

P13 – Item 16. There is a typo – email trail not email trial.

Subject to these amendments the Minutes were **APPROVED** as an accurate record of the Town Council Meeting held on **Tuesday 27<sup>th</sup> June 2023**.

## **8. MATTERS ARISING**

There were no matters arising from the Minutes of the meeting **Tuesday 27<sup>th</sup> June 2023**.

## **9. ITEMS FOR CONSIDERATION**

### **a. Committee Memberships & Newly Co-opted Councillors**

Newly Co-opted Councillors, Cllr G Barrett and Cllr Jo Jones, indicated their preference as to which Standing Committee they would like to join.

Cllr Barrett joined the Finance & General Purposes Committee (F&GP) and the Appeals Committee.

Cllr Jones joined the Personnel Committee and the Public Lands & Open Spaces Committee (PLOS).

Cllr Agnew requested to stand down as a Member of the PLOS Committee.

### **b. Lost and Found Children & Vulnerable Adults Policy Review**

Members commented on the policy and noted that the other Council policies were structured differently and questioned whether it could be reviewed the following year with minor amendments so that it is more specific.

Members **RESOLVED** to review the policy next year with a view to reviewing policies every two years thereafter.

### **c. EV Charging Update Report**

The Head of Governance & Strategic Partnerships advised members that the CBC proposal and project with BP Pulse for EV charging points in the town is for inside Mill Lane Car Park

He also advised that were it not to be supported, future phases of the project would be an option for circa 2025/26..

Members believed having rapid chargers near the Town Square was not a good idea and areas such as the Retail Park or Sainsburys would be better suited.

Members felt from the ones already being utilised that there was not a great urgency for more to be fitted and Mill Lane Car Park was too small an area to have rapid chargers there due to its proximity to Franklins Recreation Ground and diminished revenue.

Cllr Woodhead made the proposal.

“Biggleswade Town Council wishes to ensure that residents have access to public EV charging points but must obtain good value for the town's residents and users of any public charging infrastructure. BTC officers shall conduct a procurement process to identify additional potential suppliers with the goals of ensuring (a) the price of energy bought to charge vehicles on BTC land is capped, (b) achieving fair value for the use of BTC assets, and (c) an optimal choice of locations in BTC controlled car parks.”

Members **RESOLVED** to not support the recommendation that the Town Council is included in a host agreement with CBC and BP Pulse for two rapid charge points in Mill Lane car park, and support the proposal made by Cllr Woodhead.

d. **Funfair Update Report**

Members were advised that Officers have stressed to the organiser that toilets must be provided and that all entrances and exits need to be kept free from cars and were awaiting a response.

Members noted the issue of parking at Eagle Farm Road and asked whether the school or the Weatherly Centre has been approached with regards to using their parking facilities and what other alternatives had been thought of.

Members noted that it was important to operationalise the event and ensure this was covered in the agreement.

Members **RESOLVED** to agree that the event can go ahead as per the event management plan subject to:

- A positive response regarding the provision of toilets,
- Operationalising the insurance risk element,
- The emergency entry and exit being kept clear.

The Town Clerk & Chief Executive noted that the event management agreement needed to include the above amendments before it was agreed and signed.

10. **PLANNING APPLICATIONS**

a. **CB/23/01952/VOC - Park Corner Farm, Dunton Lane, Biggleswade, SG18 8SH**

The Town Council has **NO OBJECTION** to this application, subject to consultation with neighbours and consideration of their comments.

b. **CB/23/02059/FULL - 27 Wharf Mews, Biggleswade, SG18 0AW**

The Town Council **OBJECTS** to this application on the grounds that:

- The area is a flood risk.
- The build reduces public access to the sense of space.
- The build is not in keeping with the current structure and its surroundings.

c. **CB/23/01989/FULL - Home Farm House, Dunton Lane, Biggleswade, SG18 8QU**

The Town Council **OBJECTS** to this application on the grounds that:

- It is a development outside of the Green Wheel.
- Access to the site is on a blind corner and close to a roundabout and potentially unsafe.
- It will add to the congestion in accessing the A1 and will lead to a potentially dangerous right of way issue.
- It is deemed overdevelopment of the site

11. **PLANNING APPLICATION OUTCOMES**

This report was **NOTED**.

12. **ACCOUNTS**

a. **Financial Administration**

For Members to review and consider the following Accounts documents:

- i. Balance sheet to 30/06/23.
- ii. Detailed Income and Expenditure to 30/06/23.
- iii. Payment Listing from 01/06/23 to 30/06/23.
- iv. Summary Income and Expenditure to 30/06/23.

The Town Council **RESOLVED** to **ADOPT** the Accounts as laid out.

13. **ITEMS FOR INFORMATION**

None.

14. **PUBLIC OPEN SESSION**

**Cllr Paul How**

CBC Cllr Paul How, who was unable to participate in the Public Open Session due to a technical issue, sent in a written message indicating that CBC Cllr G Tranter, has escalated the issue of the two new pedestrian crossings in Chambers Way and Saxon Drive not being live with Central Bedfordshire Council.

15. **EXEMPT**

a. **Biggleswade Community Benefit Fund Report**

Members discussed various options relating to projects around the Town.

Members **RESOLVED** that Kitelands Recreation Ground would be the project proposed for two tranches of external funding.

The Mayor closed the meeting at **9.05 pm**

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**BIGGLESWADE TOWN COUNCIL**  
**Town Council 25<sup>th</sup> July 2023**  
**Unity Trust Bank Signatories**

**Implications of Recommendations**

**Corporate Strategy:** Good Governance - ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines and best practice.

**Finance:** Ensure appropriate Unity Trust bank entry cover.

**Equality:** Not applicable.

**Environment:** Not applicable.

**Community Safety:** Not applicable.

**Background**

Due to changes in staff in some finance posts, the Council currently only has the Finance Manager who can enter payments in Unity Trust bank. If the Finance Manager were to be unavailable, this leaves a potential risk for the Council of having nobody with inputting rights. This report advocates some changes to alleviate this possibility, as follows:

- 1) Add the new Assistant Accountant, Alexander Wilkinson, with “submit and view” rights.
- 2) Add the new Accounts Administrator, Jean Alexander, with “submit and view” rights.
- 3) Delete the outgoing Accounts Administrator, Tracii Thomson, from any banking rights.

The finance team now reconciles the banks on a daily basis and by permitting extra finance staff the ability to view the accounts, reduces the pressure on the Finance Manager for having to log-on each day, even when on holiday.

**Recommendation:**

That Members resolve to approve adding the Assistant Accountant and new Accounts Administrator on to Unity Trust bank with “submit and view” rights, while deleting the outgoing Accounts Administrator.

Rob Youngs  
**Finance Manager**



**BIGGLESWADE TOWN COUNCIL**  
**Town Council Meeting 25<sup>th</sup> July 2023**  
**Grasmere Road Network Rail Request Report**

**Implications of Recommendations**

**Corporate Strategy:** Good Governance - ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines and best practice.

**Finance:** The proposal would provide £11,900 additional income in 2023-24.

**Equality:** Not applicable.

**Environment:** Not applicable.

**Community Safety:** Not applicable.

**Background:**

Network Rail recently contacted Officers to set out its proposal regarding a project to improve the rail infrastructure on the railway line adjoining Grasmere Road. The Town Council owns the land at Grasmere road.

**Summary:**

Appendices A, B and C set out the site plan, proposed license and license plan in detail.

To deliver the project, Network Rail is looking for an area of land that could be used for a site compound during the works. It would be used for parking, storage and up to 3 welfare cabins consisting of a drying room/canteen, office and toilets. The company would use the area from 28<sup>th</sup> August 2023 for a period of 8 months and is proposing to pay £11,900 for this. The draft license for temporary occupation sets out the conditions of use and reinstatement provisions.

The Town Council is not obliged to accept Network Rail's proposal as the company has not cited any enforcement legislation. It is assumed that Network Rail would choose a different location if refused. Officers suggest that the Town Council should allow the project to go ahead as it would bring in additional revenue to the Town Council, situated in a relatively under used location.

**Recommendation:**

That Members consider this report and enable Officers to negotiate an acceptable level of remuneration with Network Rail.

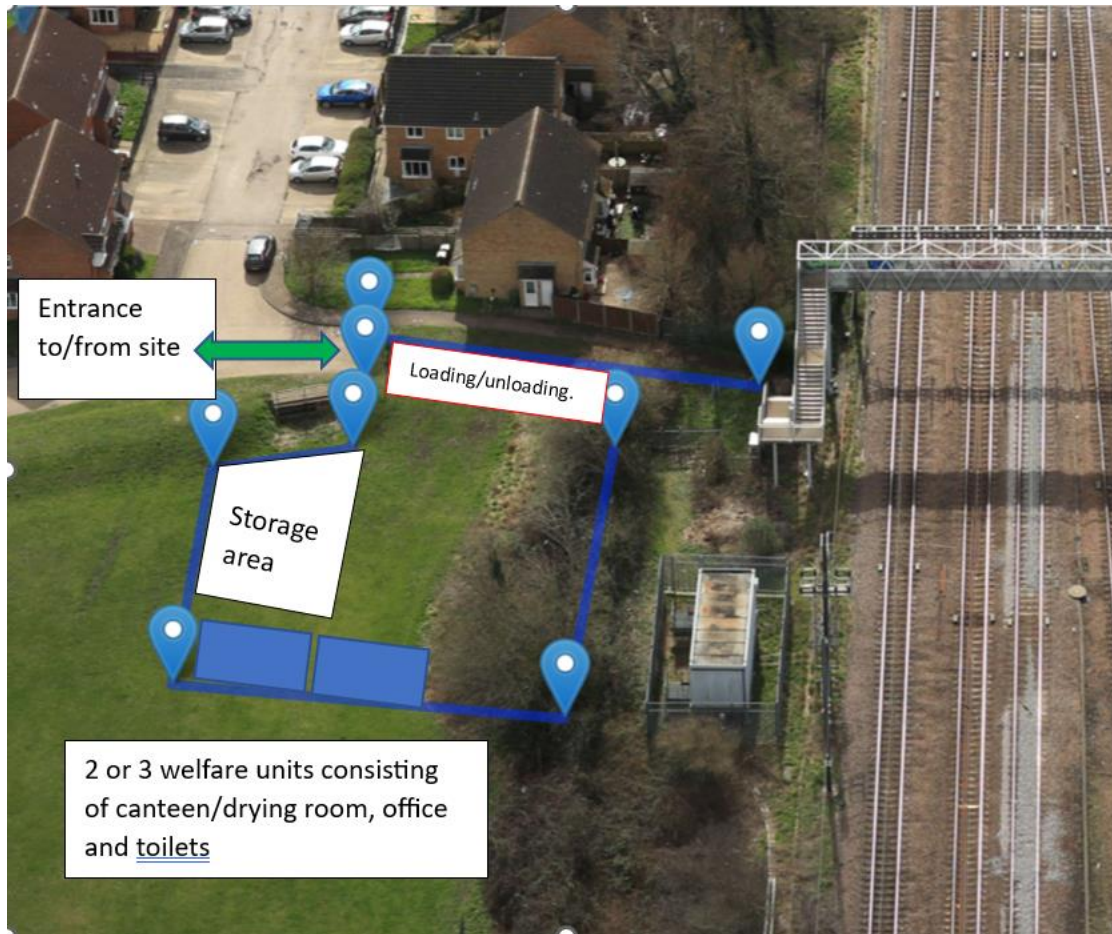
Karim Hosseini  
Head of Governance & Strategic Partnerships

Sian van der Merwe  
Deputy Administration & HR Manager

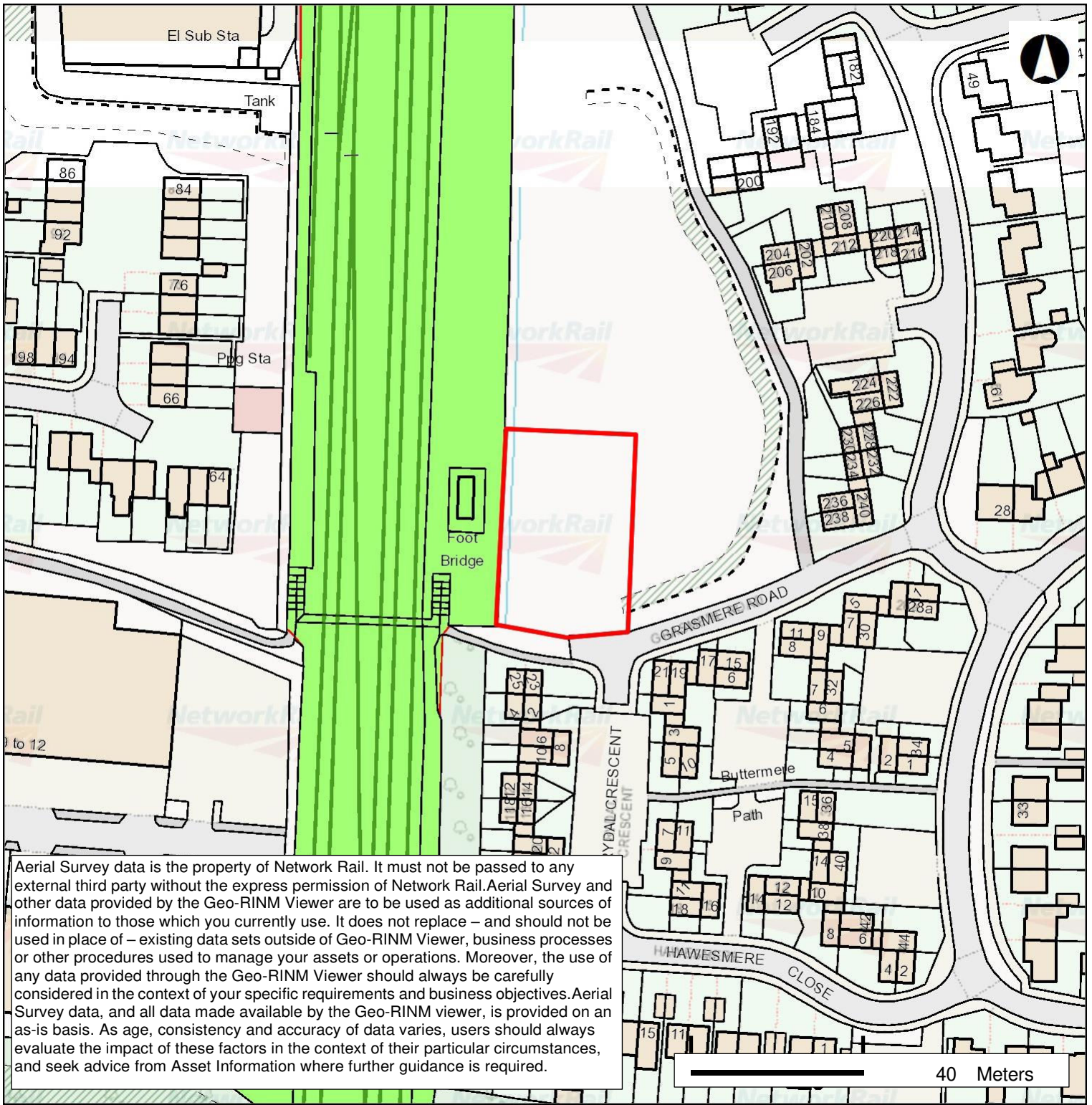
Appendix A: Network Rail Site Plan  
Appendix B: Network Rail License Plan  
Appendix C: Network Rail Draft License



## Appendix A: Network Rail Site Plan



- The current plan is to use Terrafirma matting as ground protection and any change from this will be notified. This matting provides a good level of protection. A full schedule of condition will be undertaken prior to entry and any reinstatement required will be carried out by Network Rail on completion of the works.
- With regards to types of vehicles requiring access, during the site compound set up and demobilisation the largest vehicle will be a Hiab lorry for the cabin delivery. Access on a daily basis after this will be 6.no cars or transit size vans and a weekly tanker for servicing of the welfare units. No road closures will be required and access will not be restricted to any local residents during the works.
- Working hours will be 07:00 to 18:00, 7 days a week. Occasional weekend nightshift works will be undertaken but our community relations team will be in contact with local residents in advance of the works and provide full details on dates and times.
- The site will be secured by heras fencing with security cameras on the perimeter.



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<b>Biggleswade</b> Grasmere Road	
Scale	1 : 1,250
Plot Date	04/07/23 12:51
Printed By	

Output created from GeoRINM Viewer



**DATED**

**2023**

**BIGGLESWADE TOWN COUNCIL**

**- to -**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**LICENCE AGREEMENT - ACCESS/COMPOUND AREA SHORT FORM**

**- of -**

**Land at Grasmere Road, Biggleswade**

**DRAFT**

**1. PARTICULARS**

- 1.1** The Licensor                      **BIGGLESWADE TOWN COUNCIL** of Old Court House, 4 Saffron Road, Biggleswade, SG18 8DL
- 1.2.** The Licensee                      **NETWORK RAIL INFRASTRUCTURE LIMITED** (company registration no. 02904587) whose registered office is situated at Waterloo General Office, London SE1 8SW
- 1.3.** Property                      Land at Grasmere Road, Biggleswade more particularly shown outlined in red on the attached plan (the 'Plan) for identification purposes only.
- 1.4.** Licence Period                      The period from and including 28<sup>th</sup> August 2023 to and including 27<sup>th</sup> April 2024 (equating to 34 weeks). Subject to earlier determination in accordance with Clause 4.1 or extension in accordance with Clause 4.9
- 1.5.** Payments
- 1.5.1.** Licence Fee: the sum of £11,900 (eleven thousand nine hundred pounds) exclusive of VAT to be paid by the Licensee to the Licensor prior to entry on receipt of a valid VAT invoice (if applicable).
- 1.5.2.** Over Run Fee: if the period of occupation is extended beyond the initial Licence Period in accordance with Clause 4.9 a payment (in lieu of the Licence Fee) of £400 (four hundred pounds) per week exclusive of VAT for the period commencing on the start of the extended Licence Period to be paid by the Licensee to the Licensor at the end of the extended Licence Period.

**PROVIDED THAT in the event the rights referred to herein are not exercised by the Licensee the above payments shall not be payable.**

- 1.6.** Permitted Use                      A right to use the Property throughout the Licence Period for:
- 1.6.1.** a compound area for contractor's accommodation and welfare facilities including storage of materials, plant, equipment, vehicles, machines, tools and goods in connection with works on the Licensee's adjoining or neighbouring land together with the right to pass and re-pass over the Property with or without vehicles, plant and machinery;
- 1.6.2.** preparation and submission of a pre-entry photographic schedule of condition or as soon as practicable thereafter;
- 1.6.3.** clearance of any vegetation and fencing off the working area adjacent to the railway line for the Licence Period; and
- 1.6.4.** erecting temporary fencing to delineate the Property.
- 1.7.** "The Licence" means the licence granted by this agreement.
- 1.8.** Words importing one gender shall be construed as importing any other gender.
- 1.9.** Words importing the singular shall be construed as importing the plural and vice versa

- 1.10.** Where the Licensor or Licensee comprises more than one person they shall be jointly and severally liable for the obligations and liabilities of that party.
- 1.11.** The terms and sums of money payable under this agreement are to remain confidential between the parties and are not to be used in connection with other negotiations or comparables in future transactions.

## **2. LICENCE**

The Licensor grants to the Licensee and the Licensee's agents, contractors and employees (for whose actions the Licensee shall remain liable at all times), the right to occupy the Property for the Permitted Use for the Licence Period.

## **3. LICENSEE'S UNDERTAKINGS**

The Licensee agrees and undertakes:

- 3.1.** to make the Payments in the manner set out at Clause 1.5.
- 3.2.** to leave the Property free of the Licensee's equipment goods and chattels at the end of the Licence Period;
- 3.3.** not to use the Property in such a way as to cause any nuisance or damage to the adjoining or neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property.
- 3.4.** not to do any act, matter, or thing which would or might constitute a breach of any statutory requirement affecting the Property.
- 3.5.** to pay to the Licensor an amount equal to such reasonable and proper costs and expenses as the Licensor shall suffer as a result of any breach by the Licensee of its obligations in this Licence provided that the Licensor notifies the Licensee of any such claims, does not settle such claims without taking into account the Licensee's reasonable representations and uses reasonable endeavours to mitigate its loss.
- 3.6.** to use reasonable endeavours to cause as little damage as possible.
- 3.7.** to pay to the Licensor as soon as reasonably practicable on production of a valid VAT invoice such VAT as may be payable on the Licence Fee and (if applicable) the Over Run Fee.
- 3.8.** to reinstate the Property to a condition no worse than existed prior to commencement of the Licence Period as evidenced in the schedule of condition prepared by the Licensee.

## **4. GENERAL**

- 4.1.** This Licence shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in this Licence):
- 4.1.1.** on written notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in Clause 3 which is not remedied within a reasonable period of time; or
- 4.1.2.** within 14 days of written notice given by the Licensee at any time to the Licensor; or
- 4.1.3.** at the end of the Licence Period

whichever shall be the earlier.

- 4.2.** The benefit of this Licence is personal to the Licensee and not assignable, and the rights given in Clause 2 may only be exercised by the Licensee and its agents, contractors and employees provided that:
- 4.2.1** the Licensee may share the occupation of the whole or any part of the Property with a company which is a member of the same group as the Licensee (within the meaning of Section 42 of the Landlord & Tenant Act 1954) for so long as both companies shall remain members of the same group; and
  - 4.2.2** the Licensee may share occupation of the whole or any part of the Property with any third party working for Network Rail Infrastructure Limited and their respective agents, contractors and employees without the Licensor's consent.
- 4.3.** Possession and control of the Property at all times remains vested in the Licensor and the Licensee shall not have any estate or interest in them or in any part of them.
- 4.4.** The Licensee shall not at any time be entitled to use the Property to the exclusion of the Licensor or any others from time to time entitled and in particular the Licensor and others authorised by it shall without prior notice have the right to enter the Property at any time and for any reason provided that the Licensor shall at all times be accompanied by an authorised agent of the Licensee and shall comply with the Licensee's requirements as to safety and security.
- 4.5.** It is not the intention of either the Licensor or the Licensee to create between them the relationship of Landlord and Tenant.
- 4.6.** Sums payable by the Licensee under this agreement include compensation for any subsidy payments foregone by the Licensor and (to the extent necessary) the Licensor is responsible for notifying the Rural Payments Agency or any other relevant authority of the area affected under this Licence.
- 4.7.** The Licensee shall use the Property at its own risk and the Licensor shall not be liable for the death of or injury to any persons or for damage to any property of or for any losses claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights gained in Clause 2.
- 4.8.** All notices served by either party pursuant to the provisions of this agreement shall be in writing and shall be sufficiently served on the other party if sent by recorded delivery to that party's address for service specified in the Particulars.
- 4.9.** If any event occurs which in the reasonable opinion of the Licensee prevents the Licensee from carrying out the works in relation to which this Licence is required then the Licence Period shall be extended for such period as is reasonably required by the Licensee.
- 4.10.** The Licensor warrants that it has appropriate title and all necessary rights to grant this Licence, and that there are no title matters, covenants, third party rights, reservations, restrictions, privileges, stipulations or any other matters which would prohibit the Licensee from using the Property in accordance with the provisions of this Licence.
- 4.11.** Completion of this Licence is without prejudice to any rights the Licensee might have or enjoy under statute, contract, title or by prescription in, on or over the Property.

**AS WITNESS** the hands of the parties hereto.

**SIGNED** On behalf of the Licensor:

Signature:

OFFICIAL

Name:

For and on behalf of:

**SIGNED** On behalf of the Licensee:

Signature:

Name:

For and on behalf of: Network Rail Infrastructure Ltd

DRAFT





OUTCOME OF CBC DETERMINED PLANNING					
Address	Application No.	Committee date	BTC Decision 2020-2023	Description	Central Beds Outcome/DATE
High Street,8, Biggleswade, SG18 0JL	22/04939/ADV	14/03/2023	The Town council objects to the planning application on the grounds that - <b>a.</b> The building is in a conservation area. No consideration has been given to this in the application. <b>b.</b> It is visually disruptive to the street scene. And <b>c.</b> It is inconsistent with the Central Bedfordshire design principles.	Advertisement: sign 1 - 1 x Internally illuminated fascia, sign 2 - 1 x internally illuminated fascia, sign - 3 1 x internally illuminated fascia, sign 4 1 x IIPS wall mounted projection sign DS internally illuminated, sign 5 - 2 x Double sided illuminated poster display unit, sign 6 - 2 x window vinyls, sign 7 - 1 x window vinyl, 8 - 2 x window vinyls	<p>1) This consent is limited to a period of five years from the date of this decision.                      Reason: To comply with Regulation 14 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.</p> <p>2) No advertisement is to be displayed without the permission of the owner of the site or any other person with an interest in the site entitled to grant permission.</p> <p>3) No advertisement shall be sited or displayed so as to -                      endanger persons using any highway, railway, waterway, dock, harbour or aerodrome (civil or military);                      obscure, or hinder the ready interpretation of, any traffic sign, railway signal or aid to navigation by water or air; or                      c. hinder the operation of any device used for the purpose of security or surveillance or for measuring the speed of any vehicle.</p> <p>4) Any advertisement displayed, and any site used for the display of advertisements, shall be maintained in a condition that does not impair the visual amenity of the site. <b>(continued below)</b></p>
					<p>5) Any structure or hoarding erected or used principally for the purpose of displaying advertisements shall be maintained in a condition that does not endanger the public.</p> <p>6) Where any advertisement is required under these Regulations to be removed, the site shall be left in a condition that does not endanger the public or impair visual amenity.</p> <p>Reason: Conditions 2-6: To comply with the provisions of Schedule 2 (Regulation 2 (1) of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.</p> <p>7) All works shown on plan numbers: CBC01, Project J28216 Rev #0 Rev 1 (Pages 1,2,3,8 &amp; 9) shall be fully carried out within six months of the date of this permission.</p> <p>Reason: To identify the approved plan/s to avoid doubt, as the application has been made in part retrospectively to ensure the approved works are undertaken.</p>

Home Farm House, Dunton Lane, Biggleswade, SG18 8QU	23/01989/FULL	11/07/2023	The Town Council OBJECTS to this application on the grounds that: <ul style="list-style-type: none"> <li>•It is a development outside of the Green Wheel.</li> <li>•Entrance and exit to the site is on a blind corner and close to a roundabout and therefore unsafe.</li> <li>•It will add to the congestion in accessing the A1 and will lead to a potentially dangerous right of way issue.</li> <li>•It is deemed as overdevelopment.</li> </ul>	Erection of 9 new dwelling houses following the demolition of the existing dwelling house and all associated outbuildings.	Awaiting Outcome
Land off Drove Road, adj to 1A Drove Road	23/00003/DOC	24/01/2023	The Town Council STRONGLY OBJECT to the discharge conditions on this application as Council would like to see the conditions in place ahead of any planning approval.	Discharge of Conditions 6,8,9,11,12,13 and 21 against planning permission CB/22/00575/FULL (Erection of 5 dwellings with associated car park, access road and amenity space and proposed stopping up of the highway)	Discharge of Condition Decision Released
Land north of Lindsell's Level Crossing, Biggleswade	22/04935/ VOC	24/01/2023	The Town Council NOTED the shorter ramps and changes to right of way; however Council STRONGLY OBJECT, as they have done previously in August 2022, as this will present even less landscaping.	Variation of condition 8 of planning permission CB/21/02168/FULL: Construction of new ramped and stepped bridleway bridge to facilitate the closure of Lindsell's level crossing; formation of new bridleway to western side of railway and associated works. Revised Plans	Variation of Condition - Granted
London Road, 1, The Red Lion, Biggleswade, SG18 8ED	23/00489/FULL	11/04/23	The Town Council OBJECTS to this application on the grounds of safety. The current use of the building is listed as a public house and there is currently no other application to change the use of the building. The Council believes that access to and from the building is dangerous due to its position being opposite a junction and on a cycleway. There is also no clarity over deliveries being made there. The Council suggests that if a planning application is put forward to change the use of the building, access arrangements should also be included in this application.	Blocking up existing access from London Road and creation of a new vehicular access from The Baulk	Application Refused

1 London Road, The Red Lion, Biggleswade, SG18 8ED	CB/22/01357/LB	13/06/23	<p>It was RESOLVED that the Town Council OBJECT to this planning application on the grounds that:</p> <p>a)The recent owner of this site (UK Regeneration) presented commercially viable plans to Town Council evidencing commercial and community-supported demand for town centre hospitality facilities.</p> <p>b)The low number of large, vacant commercial buildings in town centre supports that there is good demand for commercial properties in the town centre and the current owner has not given sufficient evidence as to why the conversion of this property to a dwelling is necessary.</p> <p>c)Recent pre-planning advice issued by Central Bedfordshire Council for the Whistle &amp; Flute on Mill Lane in Biggleswade indicated that CBC was not minded to support a conversion of the property to a residential dwelling. It would stand that the same principle should apply to this property if consistency in approach is to be maintained.</p> <p>d)This Town Council is concerned that this planning application proposes demolishing part of a listed site.</p> <p>e)The Pollution Officer has concerns over noise and the Town Council wishes to note that the nearby Stratton House Hotel is a popular outdoor venue and an important community asset.</p> <p>f)The Local Plan sets out under Policy EMP2 that a change of use to non-employment generating sites should "only be considered where there is no reasonable or viable prospect of the site delivering an employment generating use". Evidence has not been supplied with this planning application demonstrating that this property would no longer support employment-generating use.</p> <p>g)The Local Plan sets out under Policy R1 that the proposed use would NOT positively support the vitality of the Town Centre by enhancing the range of facilities offered and/or stimulating activity outside normal shopping hours. This planning application shows no evidence of supporting the vitality of the Town Centre in the prescribed way.</p> <p>The Town Council wishes to express its support for Central Bedfordshire Council's grounds for refusal of this planning application as stated in their Notice of Refusal of Planning Permission dated 13th July 2022.</p>	PLANNING APPEAL: Conversion of former public house to one dwelling and demolition of a single storey rear extension with conversion of the outbuilding into garage and storage building.	Listed Building - Refused
Land South of Potton Road, Biggleswade	CB/23/02014/SECM		<p>The Town Council OBJECTS to this application on the grounds that:</p> <ul style="list-style-type: none"> <li>•There is insufficient background information,</li> <li>•There is not enough information regarding the outcome on crime and other activities if the mounds are removed,</li> <li>•The CCTV implications for this area are unknown.</li> </ul>	Modification of Section 106 Agreement attached to planning permission MB/05/01477/OUT Residential development (all matters reserved except means of access) This application seeks to remove the CCTV contribution.	Awaiting Outcome



## **Biggleswade Substation Project Team.**

I am writing to give you an update on recent progress regarding the new Biggleswade Substation.

As you will be aware, UK Power Networks is bringing forward a new substation, in conjunction with National Grid, to support power capacity in the area. Work to deliver the new substation is now well underway following the earlier works to prepare the site; in June, the first UKPN 33/11kV transformer completed its 1000-mile journey and was lifted into position on its plinth. Looking ahead, the first Grid Transformer will arrive on site next Thursday (20 July) and traffic on Dunton Road will be temporarily halted to allow the delivery vehicle to turn into the site. A specialist heavy transport logistics company will manage this delivery, alongside our on-site team, and both the local authority and police have been notified.

In October we will start to plant over 30 heavy standard trees and around 600 whips at the front of the site as part of the overall landscaping plan. This will be an important phase of the project and we would like to arrange an event to mark this milestone – we are still confirming the details, but we hope that you will be able to attend.

You may also notice some refurbishment works on the overhead lines adjacent to the substation site between June and November. This work is not related to the Biggleswade Substation project, if you have any questions, please contact National Grid's community relations team on 0800 279 3408 or [communityrelations@nationalgrid.com](mailto:communityrelations@nationalgrid.com).

Finally, we have refreshed the project website – <https://link.edgepilot.com/s/9b733988/FwDUWBFGhUqSII1ReINbxA?u=http://www.biggleswadesubstationconstruction.co.uk/> and prepared the attached newsletter which we will be sending out via the Royal Mail to nearby properties. Please feel free to share this via your social media channels.