

**Statement of Common Ground 2
EDUCATION**

**Land South of Chiswell Green Lane, Chiswell Green, St Albans,
Hertfordshire**

Planning Application Reference:

5/2022/0927

Planning Appeal Reference:


APP/B1930/W/22/3313110 & 3312277

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THIS STATEMENT OF COMMON GROUND HAS BEEN AGREED BY:

HERTFORDSHIRE COUNTY COUNCIL

Signed 
Name Sarah McLaughlin
Head of Growth & Infrastructure
Dated 20 March 2023

**ALBAN DEVELOPMENT & ALBAN PEARSON, CALA HOMES
(CHILTERN) AND REDINGTON CAPITAL LTD**


Signed
Name Ben Hunter, Associate Director, EFM
(on behalf of Alban Development & Alban Pearson, CALA Homes (Chiltern)
and Redington Capital Ltd)
Dated 20th March 2023

1. INTRODUCTION

- 1.1. This Statement of Common Ground (“**SoCG**”) has been prepared jointly by Hertfordshire County Council (“HCC”) Education, and EFM on behalf of Alban Development & Alban Pearson, CALA Homes (Chiltern) and Redington Capital Ltd (“**the Appellants**”), This statement concerns an appeal in relation to a site known as Land South of Chiswell Green Lane, Chiswell Green, St Albans, Hertfordshire (“**the Site**”).
- 1.2. This SoCG relates to the planning application (5/2022/0927) submitted by the Appellants on 6th April 2022 and Refused by St Albans City & District Council (“**SAC&DC**”) on 6th December 2022. References to “the Parties” in this SoCG shall mean the Appellant and HCC as Education Authority.
- 1.3. “The Application” in this SoCG shall mean “Outline application (access sought) - Demolition of existing structures and construction of up to 391 dwellings (Use Class C3), provision of land for a new school, open space provision and associated landscaping.
- 1.4. This SoCG supplements the wider SoCG agreed between the Appellants and SAC&DC. The purpose of this SoCG is to identify for the Inspector of the Planning Appeal the areas where HCC and the Appellants are in agreement in relation to Education development mitigation provision (which are further reinforced by the Section 106 agreement), and where there are matters outstanding.

2. MATTERS AGREED BETWEEN THE PARTIES

- 2.1. The description of the Application in paragraph 1.3 of this SoCG is agreed between the parties.
- 2.2. The Parties agree that the HCC is the (Upper Tier) Local Authority (Education and Children’s Services Authority), is the strategic planner for schools and school places with a statutory duty to secure sufficiency and diversity of provision for its area. The Local Authority as Strategic Commissioner of Education Provision has a key role in securing funding to provide sufficient education provision in the County, particularly in schools. The cost of providing additional school places is predominantly met from Government Basic Need Grant, and monies secured via developer contributions.
- 2.3. The Parties agree that HCC’s Development Pupil Yield demographic model assessment is appropriate.
- 2.4. The Parties agree that the cost per pupil place figures utilised by HCC as detailed in the Section 106 Agreement are appropriate.

- 2.5. It is agreed between the Parties that, for the purposes of admissions criteria, the nearest Primary School to the development is Killigrew Primary School. This school is located within Chiswell Green and serves a large proportion of the local community.
- 2.6. It is agreed between the Parties that, for the purposes of admissions criteria, the nearest Secondary School to the development is Marlborough Science Academy.
- 2.7. It is agreed between the parties that this development will reserve land on the site equating to up to 2.1ha and no less than 1.89ha for the purposes of new Education provision, which is an appropriate size under the relevant Building Bulletins. HCC's preferred site size is 2.1ha for primary school sites that are two forms of entry (2FE). The Education land will be transferred to HCC, if required, in a 'serviced' state as defined by the serviced site specification appended to the legal agreement.
- 2.8. The Education provision that may in principle be delivered on the site could be One Form Entry Primary School provision or Two Form Entry Primary School provision. The suitability of any other forms of education provision i.e. Special Education Needs and Disabilities ("SEND") provision, new Early Years provision and/or a combination of these uses as a second use option may be possible subject to further feasibility study and assessment of the safeguarded site. It is however agreed that a site capable of delivering up to a Two Form Entry new primary school is required to give an appropriate amount of surety to cover future potential need.
- 2.9. It is agreed that HCC, as the Education and Children's Services Authority with the statutory duty of providing sufficient pupil places for their area, will make the decision as to how the land is best utilised based on a need assessment from the time that the land becomes available.
- 2.10. It is agreed that financial contributions commensurate to the child yield of the development towards Early Years, Primary School, Secondary School, and SEND infrastructure provision are justified under the tests of Community Infrastructure Levy Regulation 122 (2) as set out in the HCC statement dated 21 February 2023, as submitted into the appeal.
- 2.11. It is agreed that the S106 agreement will be developed to reflect HCC's position on all matters, as set out in the statements submitted into the appeal and as detailed in the final draft S106 due to be provided in advance of the hearing sessions.

3. MATTERS NOT YET AGREED BETWEEN THE PARTIES

- 3.1. None.