

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

REPORT TO: Development and Conservation Control Committee

5th April 2006

AUTHOR/S: Development Services Director

Cambourne Sports Centre and Bowling Green – Proposed Change to S106 Trigger Points

Purpose

1. To consider the request of the Cambourne Consortium to change the triggers points by which the sports centre and bowling green should be provided, effectively delaying provision.

Effect on Corporate Objectives

2. Quality, Accessible Services	The Council is an enabler in terms of sports development, and delaying the provision of the sports centre to investigate alternatives would ensure the most appropriate facility is eventually provided that will be accessible to the most residents.
Village Life	Delaying the provision of facilities has a negative effect on village life, but may ultimately result in better facilities being provided.
Sustainability	Facilities such as these are important in sustaining a community. That is why it is appropriate to ensure that a facility is provided that is viable for the long term.
Partnership	Considering this proposal enables a better working relationship with the Cambourne Parish Council, which has expressed concerns about the costs of taking on their ownership and maintenance, and taking the Parish Council's comments into full consideration demonstrates that the District Council is working in partnership with the Parish Council to provide the most appropriate facilities.

Background

3. A letter has been received from the Cambourne Consortium of developers, stating the following:
4. "We hereby seek your Council's consent to change the trigger point in the S106 Agreement dated 20th April 1994 for the provision of the sports centre and bowling green from the "2000th house occupation" to the "31st December 2007".
5. Although we submitted a new planning application for the centre in March 2005 which complied with the requirements of the s106 Agreement it has subsequently become clear through discussions with various interested parties that everyone has a different view on the size, specification and accommodation of the centre regardless of the legal Agreement. In addition, with the possibility of an extra 700 homes being built at Cambourne through the LDF process it seems prudent to consider incorporating into the scheme the potential for further expansion of the facility, or indeed to build in the extra facilities from day one.

6. From recent discussions with your planning officer it would appear that there is now a strong possibility of the Developers, in conjunction with a commercial company, being able to provide a centre which would meet the aspirations of the majority of the key [stake]holders, a much larger facility which would also easily satisfy and relate to an extra 700 units.
7. It seems sensible therefore to continue the dialogue in the interest of the whole community. I'm sure that the majority of residents will consider the delay in delivery of the centre worthwhile. Kate Wood will I'm sure expand on this matter and confirm that the Parish Council are also keen to delay matters in order to achieve a more substantial and viable facility."
8. From a copy letter from the Consortium to the Parish Council: "In order to avoid any future misunderstanding, I think it is important to mention that our current planning application, which actually meets with the S106 terms and conditions, is not acceptable to SCDC. The developers have discussed with them and indeed Parish representatives, an amended larger scheme, but have been advised that it is not commercially viable. Bearing in mind the possible additional 700 homes, it seemed sensible for us to try and involve a commercial operator who would bring some financial realism to the scheme and enable, through a joint venture, to deliver an even bigger and better scheme which would satisfy a larger Cambourne and which would not be a financial drain on the Parish or residents. Whilst there is a risk that SCDC may impose too many constraints to make the Xpect Leisure scheme viable and that we finish up with the original scheme, I believe we are agreed that the proposed delay to the delivery of the Sports Centre is worthwhile if it gives us the chance to build a bigger, better and viable development."

Considerations

9. The Council has a current planning application for the sports centre (ref: S/6290/05/RM) which it is negotiating in terms of compliance with the S106 Agreement. The Agreement sets certain facility (e.g. sports hall, squash courts) and size requirements and requires the building to be accessible on a "pay and play" basis, not restricted to members only. This application is on hold at present because the developers do not want to progress amended plans that officers have requested to enable the scheme to be recommended for approval, because they are concerned that the scheme as designed would not be financially viable. The Section 106 requires the facility to be handed over by the developers to either the Parish Council or some other approved operator. Their approaches to commercial operators have resulted in concerns being raised about viability. The Consortium is hoping to make arrangements with a private company to provide the sports centre to a different specification, and a company known as Xpect Leisure have made a presentation to the Parish Council and to officers at SCDC about an alternative offer, combining some member-only facilities and some pay and play. That offer is part of ongoing considerations, and the Community Services team is in the process of obtaining a consultant's report on the management options for the various combinations of sports facilities, in order that officers can pursue, and recommend to members, a planning application for the most sustainable, accessible and viable sports centre.
10. In addition, the timing of the provision of the sports centre is likely to coincide with the decision from Government on the LDF. If 700 extra houses are allocated to Cambourne, this may well result in additional sports facilities being negotiated through the new outline application for those houses and its associated S106 Agreement. There is therefore an opportunity now to negotiate what those facilities might be and have them incorporated, rather than arranging an "add-on" later.

Obviously this is at the developers' risk in terms of the LDF outcome, but the Consortium has agreed to accept the risk.

11. A date of 31st December 2007 has been requested as the new trigger point, instead of 2000 occupations. It is considered that naming a date is more appropriate than a house occupations trigger point, bearing in mind the unpredictable speed of the housing market. At present about 1900 houses are occupied, so the 2000 trigger will likely be reached around this summer. The delay is therefore approximately 18 months. The December 2007 trigger point is tight – working back from a 12 month build, that only leaves this year to make a planning application, negotiate and receive planning permission, produce working drawings and put them out to tender.
12. The bowling green also has a 2000 occupations trigger point, and the Council also has a current application for it (ref: S/6336/06/RM), to be located adjacent to the MUGA. The Consortium's letter does not clarify the reason for requesting a delay in this trigger point, but my understanding is that it is to allow flexibility in the design (and consequent impact on siting) of the sports centre, so that the bowling green could be accommodated in a slightly different location if necessary to accommodate the sports centre (although still in the vicinity).

Options

13. Option A – agree the change to the trigger points for the sports centre and bowling green from 2000 occupations to 31st December 2007. This has been discussed above.
14. Option B – refuse to agree the proposed change to the trigger point. In reality, it will not be possible to meet the trigger, so it would simply mean that house building is stopped again, thereby further delaying the trigger points for other facilities being reached (police and fire stations, and any facilities negotiated as a result of a new outline permission and S106 for 700 more houses if the LDF is approved as submitted). Of course, delaying house building would hit the Consortium financially, and could therefore be seen as a form of punishment, but that is not what is best for the residents of the village.

Financial Implications

15. If the most financially sound and sustainable sports centre is eventually provided, there will be less burden on the District and Parish councils, for example from requests for grants or ongoing revenue support.

Legal Implications

16. Approval of the proposal to change the trigger points will require an amendment to the main Cambourne S106 Agreement.

Staffing Implications

17. None

Risk Management Implications

18. Public perception of delay in provision of yet more facilities at Cambourne. The reasons for approving this proposal will need to be publicised locally to provide explanation.

Consultations

19. **Cambourne Parish Council** recommends approval to the request to change the trigger point for the completion of the Sports Centre, subject to the provision of an agreed timetable of milestones for the key stages in provision of the Sports Centre. It is proposed that the bowling-green is progressed separately to the Sports Centre. In agreeing to the change of the trigger points the Parish Council is doing so as a one off to ensure the best provision of facilities and should not be seen as setting a precedent for future trigger points.

Conclusions/Summary

20. Delaying the trigger point will enable the best possible sports centre, in terms of facility being both viable and accessible. It will ensure that the Council can make a better informed decision with regard to options available. Agreeing to the new trigger point does not imply that any particular option for the provision of the sports centre will be more or less acceptable than any other.

Recommendation

21. APPROVE the change to the trigger points for the sports centre and bowling green from 2000 occupations to 31st December 2007, to be secured through a deed of variation to the S106 Agreement.

Background Papers: the following background papers were used in the preparation of this report: Cambourne Section 106 Agreement 20th April 1994; letter from David Chare (Cambourne Consortium) to SCDC 9th February 2006, copy of letter from David Chare to Cambourne Parish Council 16th March 2006.

Contact Officer: Kate Wood – New Village / Special Projects Officer
Telephone: (01954) 713264