

Extraordinary Cabinet



St Edmundsbury
BOROUGH COUNCIL

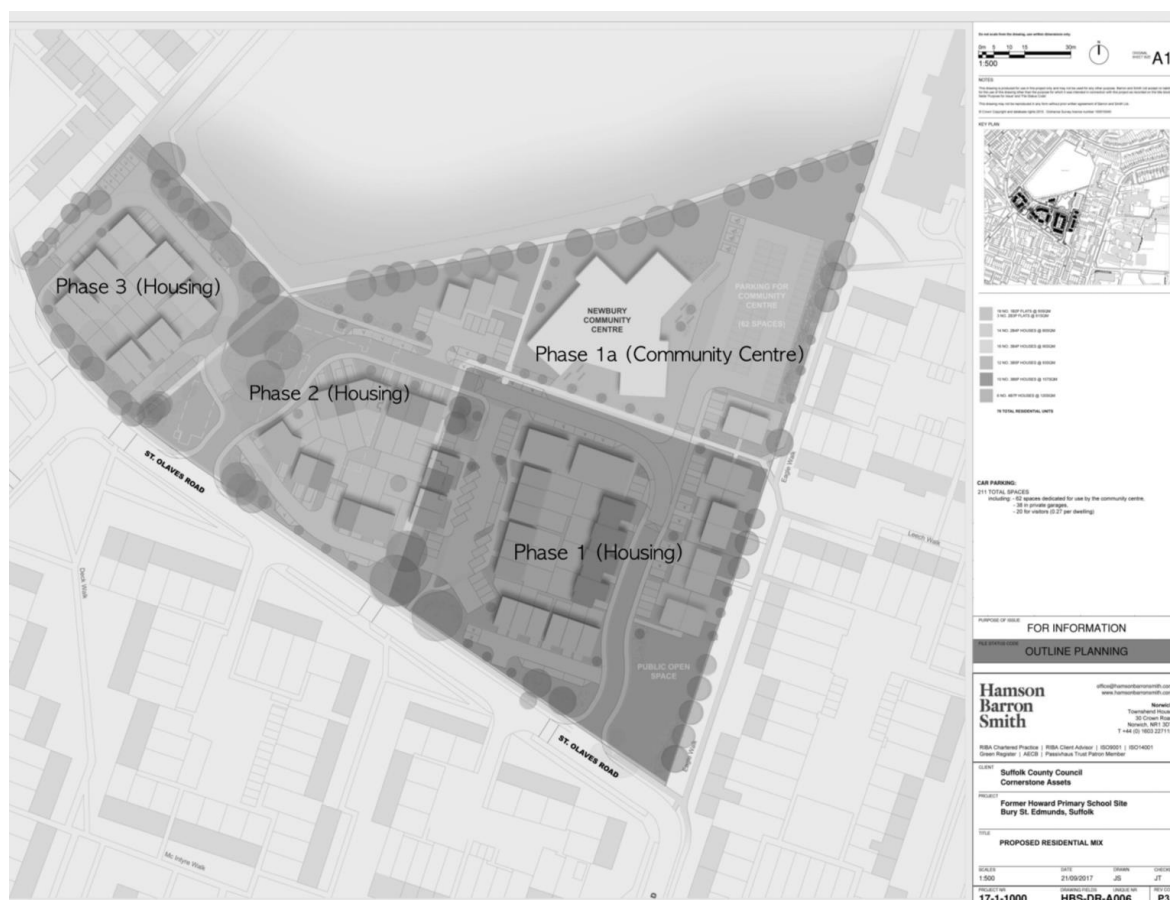
Title of Report:	Newbury Community Centre Project	
Report No:	CAB/SE/18/005	
Report to and date:	Extraordinary Cabinet	9 January 2018
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Purpose of report:	To update Cabinet on progress with the project to replace the existing Newbury Community Centre and authorise next steps.	
Recommendations:	It is <u>RECOMMENDED</u> that: (1) progress with the Newbury Community Centre Project be noted; (2) without prejudice its role as Local Planning Authority, and subject to the safeguards set out in paragraph 1.9 of Report No: CAB/SE/18/005, the Council's participation in the delivery of the scheme granted outline planning consent in December 2017 be approved, and the negotiation and implementation of the necessary legal agreements, land and property transactions, release of covenants and/or any other actions required by the Council be authorised.	

Key Decision: <i>(Check the appropriate box and delete all those that do not apply.)</i>	<i>Is this a Key Decision and, if so, under which definition?</i> Yes, it is a Key Decision - <input checked="" type="checkbox"/> Likely to be significant in terms of its effects on communities living or working in an area in the Borough/District.
<i>The decisions made as a result of this report will usually be published within 48 hours and cannot be actioned until five clear working days of the publication of the decision have elapsed. This item is included on the Decisions Plan.</i>	
Consultation:	The local community is strongly engaged through the leading role the Newbury Community Association (NCA) plays. The NCA has carried out community consultation to define the specification for the centre, and there has been consultation with local residents regarding site proposals. The Howard Estate Association of Residents and Tenants (H.E.A.R.T) and Havebury tenants have also been engaged with the project, as have local elected representatives. Consultation also took place on the outline planning consent.
Alternative option(s):	<ul style="list-style-type: none"> • Not to replace the centre, although the NCA would not wish to take on responsibility in this context • To seek to replace the centre as a standalone project, separate from proposals for the school site. This would take considerable time and require a large amount of external funding to be obtained.
Implications:	
<i>Are there any financial implications? If yes, please give details</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <ul style="list-style-type: none"> • The Borough Council is not providing capital funding, but has continuing responsibilities in respect of the existing centre.
<i>Are there any staffing implications? If yes, please give details</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<i>Are there any ICT implications? If yes, please give details</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<i>Are there any legal and/or policy implications? If yes, please give details</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <ul style="list-style-type: none"> • The project is already governed by a Memorandum of Understanding. A formal transfer agreement will be required at the point of completion.
<i>Are there any equality implications? If yes, please give details</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Risk/opportunity assessment:		<i>(potential hazards or opportunities affecting corporate, service or project objectives)</i>	
Risk area	Inherent level of risk (before controls)	Controls	Residual risk (after controls)
Project does not proceed due to lack of funding	Medium	Develop an affordable scheme with project partners and a developer partner. Seek external funding to close any funding gaps.	Low
Cost for the local taxpayer	Low	Include safeguards on funding liability in any agreements for proposed scheme	Low
An inappropriate scheme for the local community	Low	Full engagement through the project board, which is NCA led, and full community engagement at key stages, followed by the normal planning process. Put in place safeguards for SEBC consents.	Low
Ward(s) affected:		Primarily St Olaves Ward, but also Northgate Ward And also Risbygate Ward - AMENDED 29 December 2017 following initial publication of report.	
Background papers: <i>(all background papers are to be published on the website and a link included)</i>		Cabinet Paper E154, 6 November 2013 Cabinet Paper CAB/SE/16/040, 6 September 2016	
Documents attached:		None	

1. Key issues and reasons for recommendation(s)

- 1.1 In November 2013 the Council agreed to become a signatory to a Memorandum of Understanding (MOU) with the Newbury Community Association (NCA), Suffolk County Council and Havebury Housing Partnership to govern a project for the replacement of the Newbury Community Centre and Carousel Children's Centre, at no capital cost to the taxpayer. The existing community centre is owned by the Council but is managed by the NCA. After replacement, ownership of any new centre would transfer to the NCA, as with other recent community centre transfers.
- 1.2 Steady progress has been made on this complex project by the partners since the MOU was signed in 2014, and the principle of pursuing a combined regeneration scheme at St Olaves Road was approved in 2016 when the Cabinet last received a report. Accordingly, in December 2017, following local consultation, an outline planning application was approved for a scheme to provide a single community centre, 79 homes (with 30% affordable) and new public open space. This scheme is proposed to be delivered in phases on the sites of the existing community centre, children's centre and the former Howard Primary School site. This indicative phasing, shown below, will achieve the objective of there being no gap in community centre provision, as the current centre (located in what is shown as 'phase 3' below) will stay in use until the new one is built and opened (located in 'phase 1a').



- 1.3 The next step for the project will be to procure a developer partner who can seek detailed planning consent and then, as the new target date, deliver the scheme by 2021 (with the new community centre opened in 2020).

- 1.4 In addition to the statutory approvals for its release (for which an application is well advanced), the school site is covenanted for educational use, and release of the covenants for the playing field element by St Edmundsbury Borough Council (SEBC) will require a re-provision of community facilities. This is also the community's expectation, and consultation with the NCA and local residents has identified a specification for the new centre which replaces the current facilities and allows for future growth. In respect of the latter, some Section 106 funding from Marham Park will be available; investing in the Newbury Community Centre was identified by the Local Planning Authority as the most effective way to meet the extra demand for community halls in this area, given its proximity and the level of developer contribution which will be available.
- 1.5 The councils have also applied for Land Release Funding from the Government (a scheme to unlock certain council owned land for housing by providing funds for site remediation). No decision on the application had been made at the time of writing this report.
- 1.6 Furthermore, as part of the outline planning consent to redevelop the school playing fields, Sport England has required a condition to upgrade the community centre specification to meet an identified need for indoor sports facilities. This means a facility is needed in line with the Sport England design guidelines for community halls.
- 1.7 Alongside meeting the community and Sport England specification for the centre, the eventual scheme must also be capable of supporting 30% affordable housing and delivering a capital receipt for re-investment in local schools (which is part of the Department for Education approvals process for former school sites).
- 1.8 Subject to successful procurement and detailed planning consent being obtained, to enable the scheme to progress, the Borough Council will, at the appropriate time, also need to:
- (a) enter into a mutually beneficial land-swap arrangement with the County Council and/or any developer, as the outline consent is to rebuild the community centre on part of the former school site, and then transfer the new site and buildings to the NCA;
 - (b) release educational covenants on the school site which were put in place when the estate was built in the 1960s;
 - (c) Allocate a defined amount of the s106 funding to be available from the Marham Park development for community hall provision to the improvement of the Newbury Community Centre. This will need to be incorporated into the new s106 agreement for the Newbury scheme as part of the obligation to build the new community centre.
- 1.9 As first highlighted in 2016, the Borough Council's consent for the above actions would be subject to certain safeguards on behalf of the local community and taxpayers. These are updated as follows:

- (a) the successful procurement of a developer partner;
- (b) continued engagement with, and support of, the community and NCA in respect of the scheme;
- (c) receipt of detailed planning consent, and completion of a s106 Agreement, for a viable and deliverable scheme;
- (d) guaranteed delivery of new community facilities to a specification agreed with the NCA;
- (e) provision of affordable housing and public open space in compliance with the outline consent and existing planning policy (and a mix of homes which is supported by the Housing Authority);
- (f) phasing of the development to prevent any loss of access to a community centre during the construction period;
- (g) a land-swap/transfer which ensures community use/ownership in perpetuity for the new community centre site and public open space;
- (h) adequate resourcing being provided for the project support which the NCA will need to engage in the project on behalf of their community;
- (i) no capital risk/liability to NCA in terms of delivery of the centre i.e. after the original contract is agreed, and any contributions of s106 and (if successful) Land Release Funding are established, any shortfall in project costs will be the responsibility of the developer; and similarly
- (j) no capital or revenue risk/liability to SEBC taxpayers in respect of the community centre or the new public open space (as per the existing MOU); and
- (k) any further external funding raised for the community facilities over and above what is highlighted in this report will be used to add further value to the scheme, rather than reduce the cost to the developer of providing the community centre e.g. by adding sports changing facilities to the core specification for instance, if Sport England or football grants could be obtained.

1.10 There are no new resource implications from this proposal. The Borough Council will be required to make a continued commitment to staff and councillor time for the project and would also retain its liabilities as owner of the existing community centre while it remains open, as per the existing MOU.