

Report of	Meeting	Date
Director of Development & Regeneration and Director of Leisure & Cultural Services (Introduced by the Executive Members for Economic Development & Regeneration and Health, Leisure & Well Being)	Executive Cabinet	22 February 2007

GILLIBRAND DEVELOPMENT AGREEMENT

PURPOSE OF REPORT

- To explain changes that are required to the Development Agreement and to gain Member approval to negotiate the amendments.

CORPORATE PRIORITIES

- This matter is relevant to the Strategic Objectives concerning “Improving equality of opportunity and life chances”, “Involving people in their communities” and to “Develop the character and feel of Chorley as a good place to live”.

RISK ISSUES

- The issue raised and recommendations made in this report involve risk considerations in the following categories:

Strategy		Information	
Reputation	X	Regulatory/Legal	X
Financial	X	Operational	X
People		Other	

- It is important for the reputation of the Council that changes to the Development Agreement are properly considered and justified. There could be financial consequences of making such amendments as they could affect the costs and income to the developers that may affect any final financial settlement with the Council. The Agreement is a legal document and so can only be amended with the parties to it agreeing. There are operational considerations in how the facilities provided as part of the development are managed and used.

BACKGROUND

5. The Gillibrand housing development was enabled by a New Town initiative called “Invest in Success”; most (approximately 70%) of the housing land being owned by the Commission for the New Towns (CNT) who became known as English Partnerships. The remaining land was, and some still is, owned by the Council. The CNT land was transferred to the Council on the proviso that the financial settlement with the developers (which has still to be finalised) reflects the original landowning proportions. This landownership enabled the Council to control the development of the site through a Development Agreement as well through the need for planning permission.
6. The Development Agreement covers various matters, most of which have been carried out as the development of the site is now well advanced. Two matters that remain to be implemented are the provision of a community centre and public open space. The Agreement included a design and specification for a community centre as well as approximately where it would be located, plus a commuted sum for its on-going maintenance and repair. Similarly the Agreement specified the number, type and approximate location of play spaces and a commuted sum for maintenance.
7. The play space proposals are to concentrate the play equipment on two rather than at 14 locations. This is consistent with the policy the Council has now to have fewer larger sites so as to help minimise nuisance. The non-equipped sites would be landscaped as open areas. One of the equipped sites would be where a toddler area was originally envisaged (at Kingsley Wood, see attached plan) the other, for older children, would be just outside the Gillibrand site at Chorley Moor off Troutbeck Road augmenting an existing facility here – see plan. These changes will also need planning permission.
8. The situation with the Community Centre is more complicated and potentially more controversial. It is nine years since the Development Agreement was signed and both the developers and Council Officers now want to update the design of the building. The original location for the community centre was to be next to a site intended for local shops – together the two uses would form a Local Centre. Recently it became clear that the type of community centre now needed would not fit well on the original site. This opened up the opportunity to consider alternative locations that would better accommodate a modern community building and be sited more centrally and so closer to the long established wider community as well as the Gillibrand housing estate.
9. The Gillibrand Officer Working Group with representatives of the two house builders, considered various locations before inviting a planning application on Site A off Burgh Wood Way (see attached plan). This is a location within the central open playing field area that was formerly a landfill tip. Such land can only be built on if appropriate measures are taken to avoid the build up of landfill gas. The planning application for this proposal led to many objections being made, mainly from people concerned about possible nuisance.
10. The ground investigations that have been done at site A suggest that this location is physically suitable for building a community centre. However because of the local residents concerns it was decided not to determine the planning application but to consult the wider community about this location and an alternative site between Lakeland Gardens and Ennerdale Road (B on the plan). The results of this consultation are set out in Appendix A to this report. In addition to being asked about their community centre location preference, residents were also asked for the views on potential activities they would like to see in such a facility, to express interest in joining a group to oversee it and for any concerns they might have.
11. There was a good response to the consultation both in terms of number of respondents and the comments that were made including many constructive suggestions for activities

and involvement. These comments confirm the need for a community centre in this part of Chorley.

12. In terms of the choice between the two locations Site B was by far the most popular, being favoured by 78% of households. The response rate from the new Gillibrand housing estate was higher than the remainder of the consultation area (the "Lakes and Peaks"). Most of the Gillibrand residents supported the site (B) which is furthest away from them. A significant number of residents nearest to site B favoured site A. Notwithstanding this there is sufficient widespread support to pursue locating the centre at B.
13. A planning application would be required for siting the community building at B. Some ground investigations would be necessary here and the location found to be physically acceptable in this respect before planning permission could be granted. It is thought the underlying material here is colliery shale rather than domestic landfill so the prospect of finding landfill gas is low.
14. A planning application would of course be subject to the normal neighbour consultation, as well as site and newspaper notices. The application would show full details of the internal layout, external appearance, site orientation, landscaping, access and parking arrangements. There could be prior discussions with residents about these design features.
15. Site B has a number of advantages and disadvantages compared to site A. Locating the community centre at B would be more central to the wider community and it would be close to CCTV facilities. Alternatively a community building at Site A would be closer to public transport and to the new residents it was originally intended to serve. It would also be closer to the sports pitches provided by the Gillibrand development – the design includes changing rooms for sports teams.
16. Changing rooms at a community centre at Site B are less likely to be used due to the distance (up to 500 metres) to the furthest pitch. Without changing and parking provision here players are likely to park on the streets and get changed in their cars. There is an option of separating off the changing rooms from the community building and providing this in a separate block. However with such a facility being likely to be unused most evenings (unlike the centre itself) such a block could be the source of nuisance.
17. Finding an appropriate site for a separate facility could also be fruitless. A changing room block could be provided as part of the shop development that is still intended for the original Local Centre site and make use of parking here. However it is by no means certain that a shopping development will go ahead. The developers are required to market land at this location for retail use but if they get no takers the fall back position for the shops site as allowed by the Development Agreement is housing.
18. The developers position is they appear willing to provide a community centre to the Council's revised specification either on site A or B and prepared to pay for the ground investigations on site B (they have already done most of what is required in this respect at site A). However not surprisingly they are keen to resolve this issue and have offered to provide a commuted sum instead of direct provision. This would have the advantage of giving the Council some flexibility in what is provided but there is clearly a risk that the sum negotiated might prove insufficient particularly if adverse ground conditions say, are found during construction resulting in costly remedial works.

CONCLUSION

19. The play area changes are fairly straightforward and in accordance with current Council policy to provide concentrated large-scale neighbourhood facilities that are easier to control and manage. The situation with the community centre is more complicated. There is not one ideal site to meet all requirements. Site B clearly is most favoured by the residents replying to the consultation but any planning application for this location may well lead to objections from immediate neighbours and the ground conditions would need to be found to be suitable. A lack of changing facilities close to the sports pitches is likely to lead to on-street parking here but a separate changing block would probably be a source of nuisance. Taking a commuted sum instead of direct provision of a community centre is likely to be risky in cost overrun terms.

COMMENTS OF THE DIRECTOR OF HUMAN RESOURCES

20. There are no direct HR implications from this report

COMMENTS OF THE DIRECTOR OF FINANCE

21. None received.

PROPERTY ISSUES

22. Both sites lie within the Council's ownership and neither pose any physical or legal restrictions to the Council's choice. The site released by changing the location of the community centre will open up the opportunity of increasing the shop site and thus produce some benefit to the Development Consortium. This has been recognised in a willingness to put more money into the project than originally envisaged, either through the direct build contracted for in the Development Agreement or the commuted sum now suggested.

RECOMMENDATION(S)

23. That authority be given to negotiate amendments to the Development Agreement in terms of changing the play area provision and re-siting the community centre to site B.
24. That planning applications be sought for these proposals.

REASONS FOR RECOMMENDATION(S) (If the recommendations are accepted)

25. To enable the play provision and community centre to be implemented.

ALTERNATIVE OPTIONS CONSIDERED AND REJECTED

26. The report fully considers all the relevant options.

JANE E MEEK
DIRECTOR OF DEVELOPMENT AND REGENERATION

JAMIE CARSON
DIRECTOR OF LEISURE AND CULTURAL SERVICES

Background Papers			
Document	Date	File	Place of Inspection
Gillibrand Development Agreement	23 February 1998		Gillibrand Street Offices

Report Author	Ext	Date	Doc ID
Julian Jackson	5280	7 February 2007	P/GILLIBRAND DEV AGREE