

Committee: 18th September Planning Committee

Date: 5th
September 2024

Title: Conversion of former swimming pool building to community hall with community meeting room (UTT/24/1144/FUL)

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Portfolio Holder: Cllr John Evans – Cabinet Member for Planning,

Summary

1. Planning permission was granted for the redevelopment of the former Friends School which closed in 2017 for 96 dwellings in October 2022 via a Section 62a application (Ref. S62A/22/0000002).
2. This application included the retention of the swimming pool for the new residents and for community use (as had previously been the case when the site was an operational school). As part of this consent a section 106 was secured.
3. This Deed of Variation to the section 106 is in conjunction with a drop in planning application (Ref. UTT/24/1144/FUL) which is proposing a conversion of the swimming pool to a community hall and community meeting room. A drop in planning application is a new planning consent which changes a small part of the original consent. This needs to ensure that the change does not result in the original consent being unimplementable. The external appearance of the swimming pool building is staying practically the same (removing the new changing room block and installing two new doors). The change relates to the internal use of the building.
4. During the determination of the section 62a, PINS incorrectly designated the residents lounge in the main building as a community meeting room. This would be difficult to manage, so this application includes a community meeting room in addition to the resident's room which remains within the main building and is not part of this application.
5. The section 106 included Schedule 4 (Swimming Pool) and Schedule 5 (Community Meeting Room). Both of which will be merged together, and changes made to the definitions and contents. There is no impact or changes required to the Deed of Unilateral Undertakings as signed between the applicant and Essex County Council, which relates to the Travel Plan Monitoring fee and Viability Re-assessment (early and late stage reviews).
6. The drop in planning application is drafted for planning approval under delegated powers and requires the Deed of Variation to be approved by Members of the Planning Committee before the decision notice can be issued.
7. **Recommendations**

7.1 Approve Deed of Variation and amendments proposed (subject to Community Hall and Community Meeting Room (CHCMR) contribution being resolved – see below).

8. Financial Implications

8.1 The Section 106 had no financial obligations within it. The swimming pool was proposed to be managed by the Residents Management Company within the Section 106

8.2 Following discussions with Saffron Walden Town Council (SWTC) they asked for first refusal on the management of the community hall and meeting room. The applicant agreed to this request as they had already liaised with them over the need for an additional community hall within Saffron Walden. This position supports the change of the use of the site, and this is explored in more detail within the draft officer's report for the change of use planning application.

8.3 The applicant will provide the Community Hall and Meeting Room in accordance with plan 23 0037-500 (Appendix 1) or such other plan to be agreed with the Council in writing. The applicant has confirmed to incorporate the following within the Community Hall and the Community Meeting Room:

- Fully fitted small kitchen (no cooking facilities other than a commercial microwave).
- Fully fitted toilet facilities including disabled toilets and hand dryers.
- An air source heat pump (Mitsubishi CAHV-R450YA or equivalent) for the provision of sanitary hot water and space heating.
- Five sets of all keys necessary to fully access the Community Hall and the Community Meeting Room.
- Lit storage cupboards; and
- Sufficient fire extinguishers to comply with relevant health and safety regulations.

8.4 During the negotiations of the Deed of Variation, the applicant requested details over what fixtures and fittings the community hall and meeting room would need before it is transferred to either the SWTC or a management company. In addition to the agreed fixtures and fitting above, SWTC consider that the following is required (noting that the maximum capacity of the building is 120 people). The applicant has refused to provide these and considers that the contribution (see paragraph 7.5) is sufficient to cover this.

- 100 chairs
- 30 tables
- 2 kettles
- Waste bins
- Floor washer
- 2 vacuums (hirer use and commercial cleaner use)
- 100 cups, saucers, glasses, cutlery
- Blinds /curtains for the windows

8.5 In addition to the above SWTC requested £70,000 (index linked) for a Community Hall and Community Meeting Room (CHCMR) contribution. The

applicant has agreed £10,000 (index linked) for the CHCMR contribution and has refused to negotiate further.

8.6 SWTC require this to support the first years' operating and running costs as they do not have the capital to cover this. They consider that after the first year the hiring income will offset the running costs. SWTC have provided the following breakdown over how this money will be spent:

- £42,000 x2 Employees (daily cleaner before/after hirer usage; administration to manage the hirings of the hall, processing booking forms and payments)
- £5,000 electricity and water charges
- £4,000 rates
- £3,000 Insurance and licenses
- £1,000 cleaning consumables
- £2,000 CCTV
- £1,000 telephone and broad band set up /bills
- £1,000 third party contracts (bathroom waste collection)
- £1,000 maintenance of allocated car parking spaces (relining)

8.7 In addition to the above and if the applicant cannot fully fit out the building as requested SWTC require an additional £10,000 to pay for the remaining fixtures and fitting as per paragraph 7.4. If the applicant provides everything within paragraph 7.3 & 7.4 then SWTC would reduce the CHCMR contribution to £60,000 (index linked).

8.8 If the Town Council do not take on the management of the site, then a management company is likely to require the same contributions if not more as they may not have the local knowledge/expertise that SWTC has given they actively manage a number of community halls across the town.

8.9 During the negotiations for the drop in planning application, Sports England (who are a non-statutory consultee) requested a section 106 financial contribution towards off-site leisure improvements to off-set the loss of the swimming pool (if UDC were minded to approve the application). The applicant provided a rebuttal which UDC considered was acceptable. Within this document the applicant stated the following: *'the cost plan for delivering the community hall has been calculated at £470,085 just £88,000 less than the cost of delivering the swimming pool'*. Thus, there is c£88,000 that the applicant is saving from delivering the community hall/meeting room over the swimming pool. I do not consider it unreasonable that the applicant utilises some, most or all of the monies to ensure that SWTC and/or a management company can successfully operate the site. This money would not be an additional (unexpected) cost to the applicants cost plan, the applicant will simply save less money from doing the conversion to the community hall.

9. Background

9.1 This Deed Variation has taken input from SWTC only.

10. Situation

10.1 A Deed of Variation has been submitted which has, amendments to the original agreement, deletion of Schedules 4 & 5 in its entirety and a new

schedule 4 and 5. The details below demonstrate the proposed new wording, and this is currently in draft form due to the lack of progress on what fixtures and fittings will be provided and what level the CHCMR contribution is.

Schedule 1

Amendments to Original Agreement

The Original Agreement shall be amended as follows:

- 1 The following definitions at clause 1 shall be deleted in their entirety:
 - 1.1 "Community Meeting Room"
 - 1.2 "Community Meeting Room Community Use Plan"
 - 1.3 "Community Meeting Room Transfer"
 - 1.4 "Swimming Pool"
 - 1.5 "Swimming Pool Community Use Plan"
 - 1.6 "Swimming Pool Transfer"

- 2 The following definitions shall be inserted at clause 1 as follows:
 - 2.1 "**CHCMR Contribution**" means the sum of £10,000 (ten thousand pounds) Index Linked to be used toward the provision, operation and maintenance of facilities or purchasing facilities or items for and within the Community Hall and Community Meeting Room reasonably required to ensure that the CHCMR Use Plan may be met and its operation day to day.
 - 2.2 "Community Hall" means the community hall to be provided as shown on plan 23 0037-500 which is annexed to this Deed at Appendix 1
 - 2.3 "Community Meeting Room" means the community meeting room to be provided as shown on plan 23 0037-500 which is annexed to this Deed at Appendix 1
 - 2.4 "Community Hall and Community Meeting Room Use Plan" means a plan or strategy governing the terms on which the Community Hall and the Community Meeting Room shall be made available for use by the wider community (such use not to be unreasonably restricted or fettered), which shall contain details of the timings, duration and terms, including financial terms, on which access to the wider community shall be permitted, along with any amendments to such plan as may be agreed between the Owner and the Council from time to time and the use of the abbreviation "CHCMR Use Plan" shall be interpreted in the same manner;
 - 2.5 "Management Company" means the management company set up and approved in accordance with the provisions of Schedule 7;
 - 2.6 "Town Council" means Saffron Walden Town Council of Town Hall, Market St, Saffron Walden CB10 1HR

- 3 The definition of "Certificate of Practical Completion" at clause 1 shall be amended by the addition of the words "or building" after the word "facility".

- 4 Schedule 2 shall be amended as follows:
 - 4.1 Paragraphs 1.7 – 1.9 shall be deleted and replaced with the following:

"1.7 1In the event that the Owner wishes to transfer the Public Open Space to the Management Company it shall notify the Council in writing of its intention to do so."

- 5 Schedule 3 shall be amended as follows:
 - 5.1 Paragraphs 1.7 – 1.9 shall be deleted and replaced with the following:

"1.7 1In the event that the Owner wishes to transfer the MUGA to the Management Company it shall notify the Council in writing of its intention to do so."

- 6 Schedules 4 and 5 shall be deleted in their entirety.

- 7 A new Schedule 4 shall be inserted as follows:

Community Hall and Community Meeting Room

The Owner covenants with the Council as follows:

- 1.1 To provide and lay out the Community Hall and the Community Meeting Room in accordance with plan 23 0037-500 or such other plan to be agreed with the Council in writing and to ensure that the Community Hall and the Community Meeting Room incorporate as a minimum the following elements:
 - 1.1.1 a fully fitted small kitchen (no cooking facilities other than a commercial microwave);
 - 1.1.2 fully fitted toilet facilities including disabled toilets and hand dryers;
 - 1.1.3 an air source heat pump (Mitsubishi CAHV-R450YA or equivalent) for the provision of sanitary hot water and space heating;
 - 1.1.4 5 (five) sets of all keys necessary to fully access the Community Hall and the Community Meeting Room;
 - 1.1.5 lit storage cupboards; and
 - 1.1.6 sufficient fire extinguishers to comply with relevant health and safety regulations.
- 1.2 To secure a Certificate of Practical Completion for the Community Hall and the Community Meeting Room prior to the Occupation of more than 75% (seventy five percent) of the Dwellings.
- 1.3 Not to Occupy or permit the Occupation of more than 75% (seventy five percent) of the Dwellings until the Certificate of Practical Completion has been issued in respect of the Community Hall and the Community Meeting Room and the Council have agreed in writing that the Community Hall and the Community Meeting Room accord with 1.1 of this Schedule 4.
- 1.4 In respect of the Council's agreement required by paragraph 1.3, the Owner shall notify the Council of the issue of the Certificate of Practical Completion for the Community Hall and the Community Meeting Room and the Council shall inspect the Community Hall and the Community Meeting Room within 10 (ten) Working Days of such notification.
- 1.5 Following the Council's inspection in accordance with paragraph 1.4, the Council will within 5 (five) Working Days:
 - 1.5.1 Issue its written agreement pursuant to paragraph 1.3; or
 - 1.5.2 Notify the Owner in writing of any further works reasonably required in order for the Community Hall and Community Meeting Room to receive the Council's written agreement pursuant to paragraph 1.3.
- 1.6 Should the Council issue the notification referred to at paragraph 1.5.2, the Owner shall notify the Council once such reasonably required works have been completed and the inspection process outlined at paragraphs 1.4 and 1.5 shall be repeated until the Council has issued its written agreement pursuant to paragraph 1.3.
- 1.7 In the event that the Council should fail to inspect the Community Hall and the Community Meeting Room within 10 (ten) Working Days of the notification of the Owner provided in accordance with paragraph 1.4 or paragraph 1.6 the occupation restriction referred to at paragraphs 1.2 and 1.3 shall no longer apply.
- 1.8 Following completion of the Community Hall and the Community Meeting Room (pursuant to paragraphs 1.2 and 1.3 above) and until such time as the Community Hall and the Community Meeting Room may be transferred or leased to the Management Company or the Town Council the Owner shall ensure the following (in perpetuity):
 - 1.8.1 the Community Hall and the Community Meeting Room shall not be used for any purpose other than for the purposes of a community hall and community meeting room and their associated uses for the benefit of members of the public; and
 - 1.8.2 the Community Hall and the Community Meeting Room are to be maintained and managed in a clean and tidy condition and free of defects.
- 1.9 Within 20 (twenty) Working Days of the issue of the Certificate of Practical Completion in respect of the Community Hall and the Community Meeting Room or the Council's written agreement issued under paragraph 1.3 (whichever should occur

later) the Owner will offer to grant a 999 year lease of the Community Hall and the Community Meeting Room to the Town Council in consideration of the sum of £1.00 (one pound) but otherwise the entering into of that lease shall be at no cost (including legal costs) to and subject to no other contribution by the Town Council such lease to be with free and unrestricted rights of access for the general public at all reasonable times and this offer shall remain open for acceptance for no less than 2 (two) months from the date of the offer being made (the "Offer Period").

- 1.10 In the event that the offer made in accordance with paragraph 1.9 is not accepted within the Offer Period the Owner shall continue to comply with paragraph 1.48 above and in the event that the Owner wishes to transfer the Community Hall and the Community Meeting Room to the Management Company it shall notify the Council in writing of its intention to do so.
- 1.11 In the event that the Community Hall and the Community Meeting Room is transferred or leased to the Town Council or the Management Company the Owner shall pay to the Council within 10 (ten) Working Days of such transfer the CHCMR Contribution.
- 1.12 Within 1 (one) month of either:
 - 1.12.1 The completion of the lease of the Community Hall and the Community Meeting Room to the Town Council in accordance with paragraph 1.9; or
 - 1.12.2 The expiry of the Offer Periodto submit CHCMR Use Plan to the Council for its written approval.
- 1.9 To comply with the CHCMR Use Plan as approved by the Council throughout the lifetime of the Development.

Schedule 5

This Schedule is left intentionally blank

- 9 Schedule 6 shall be amended as follows:
 - 9.1 Paragraphs 1.7 – 1.9 shall be deleted and replaced with the following:

“1.7 In the event that the Owner wishes to transfer the Tennis Courts to the Management Company it shall notify the Council in writing of its intention to do so.”
- 10 Schedule 7 shall be amended as follows:
 - 10.1 Paragraph 1 shall be deleted and replaced with the following wording:

“1 In the event that the Owner chooses to make a transfer to a management company under any of the provisions of Schedules 2 – 4 (inclusive) and Schedule 6 to:”
 - 10.2 Paragraph 1.2.1 shall be deleted and replaced with the following wording:

“1.2.1 Community Hall and Community Meeting Room”
 - 10.3 Paragraph 1.2.4 shall be deleted
- 11 Schedule 8 shall be amended as follows:
 - 11.1 Paragraph 1.1 shall be deleted and replaced with the following wording:

“CHCMR Use Plan”
 - 11.2 Paragraph 1.4 shall be deleted
 - 11.3 A new paragraph 2 shall be inserted as follows:

“That it shall use reasonable endeavors to agree the details of the Management Company submitted pursuant to Schedule 7 and it shall not unreasonably withhold or delay its agreement of the details of the Management Company.”
- 12 Drawing number 21 0037-402 entitled “Location of communal lounge” appended at Appendix 1 shall be replaced with drawing number 23 0037-500 entitled “Proposed Community Hall & Meeting Room” which is attached to this Deed at Appendix 1.
- 13 Drawing number 21 0037-401 entitled “Location of swimming pool and changing rooms” appended at Appendix 1 shall be deleted.

11. Conclusion

11.1 This Deed of Variation will enable the drop in planning application to be decided under delegated powers. This will deliver a much needed local community hall and meeting room to the benefit of residents in Saffron Walden.

11.2 SWTC have been involved in the drop in planning application helping to support the applicant’s position that there is a need for additional community hall space. To ensure the success of the facility they require a fully fitted out building which is ready for bookings once it is transferred to their management. In addition, due to the significant costs of running the facility they require a capital injection, before the bookings will cover the running costs of the facility. They have based these assumptions on the historic costs of taking over other community halls within Saffron Walden.

11.3 If SWTC do not take over the management then any other operator will also encounter the same issues with having to buy suitable fixtures and fittings and run the hall without sufficient income for the first year.

11.4 In addition, the trigger point for undertaking the practical completion of this building has been pushed back from 45% of the residential development to 75%. The applicant had originally requested that they practically complete this building once all of the residential dwellings had been occupied.

11.5 Members need to decide the following:

- Accept the applicant’s position on the fixtures and fittings and CHCMR contribution
- Reject the applicant’s position on the fixtures and fittings and CHCMR contribution

11.6 If Members reject the applicant’s position, then they need to confirm whether they consider SWTC proposal as being acceptable or whether they consider there could be room for further negotiation between all parties.

12. Risk Analysis

12.1 Subject to resolving the outstanding issues there should be minimal risk.

Risk	Likelihood	Impact	Mitigating actions
2	1	1	1

- 1 = Little or no risk or impact
- 2 = Some risk or impact – action may be necessary.
- 3 = Significant risk or impact – action required
- 4 = Near certainty of risk occurring, catastrophic effect or failure of project.

