

Central Bedfordshire Council

EXECUTIVE

4 August 2015

Stotfold Community Building

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This report relates to a Key Decision

Purpose of this report

1. To seek a decision on the transfer of Stotfold Community Building, comprising a community hall, meeting rooms, community space, an office suite for Stotfold Town Council, reception area, kitchen and other ancillary facilities, and all future liabilities and responsibilities for them, to Stotfold Town Council.

RECOMMENDATIONS

The Executive is asked to:

1. **authorise the transfer of the Stotfold Community Building, comprising a community hall, meeting rooms, community space, an office suite for Stotfold Town Council, reception area, kitchen and other ancillary facilities, and all future liabilities and responsibilities for them, to Stotfold Town Council.**

Overview and Scrutiny Comments/Recommendations

2. It is requested that the decision be taken at Executive on 4 August due to the imminent construction of the building by the developer.

Background

3. The Stotfold Community Building forms part of the land south of Stotfold development, providing 650 dwellings. The Section 106 Agreement for the development requires the developer (Taylor Wimpey and Persimmon) to provide amongst other infrastructure, a community building. The Community Building will be offered to Central Bedfordshire Council (CBC) to accept on its own behalf or on behalf of another public authority e.g. Stotfold Town Council (STC).
4. The developer was granted planning permission for a Community Building in July 2014. Officers have worked alongside STC for the last 18 months to shape the specification. The building now comprises:
 - A Community Hall 306m²
 - Office / community activity area 38.1m²
 - Meeting space 100m²
 - Town Council offices 90m²
 - Ancillary facilities e.g. kitchen, toilets and storage
 - Car parking and garden area.
5. The developer must also pay a range of annual commuted sum payments. These contributions have been listed below. The amount is index linked and will therefore rise year on year.
 - Community Building Maintenance Sum - £449.43 for 20 years
 - Community Building Salary Cost - £12,000.00 for 9 years
 - Community Building Salary Insurance Cost - £205.00 for 9 years
 - Community Building Insurance Cost - £1144.85 for 20 years.

Options for the transfer, ownership and management of the Community Building

6. Options for the future ownership and management of the Community Building have been considered by officers from Partnerships and Community Engagement, Assets, Planning and Legal and are set out briefly in paragraphs 9-12 below.
7. The options have been considered in the context of the S106 legal agreement; discussions that took place between STC and Mid Bedfordshire District Council, prior to the creation of CBC, as well as the principles in the Community Engagement Strategy: to enhance the role of Town and Parish Councils; enable more services to be delivered locally; and enhance local communities.
8. Each of the options for transfer requires CBC to accept the Offer Notice; subject to the facilities being completed to an adoptable standard.

9. **Option 1: STC holds the freehold and is entirely responsible for the Community Building.** Under this arrangement STC would have full responsibility for the building. As the new building includes office space for STC they would operate it on a day to day basis.
10. **Option 2: CBC holds the freehold and grants a lease to STC to manage and operate the site on a day to day basis.** This would require a lease to be granted by CBC to STC.
11. **Option 3: CBC does not accept the offer of the building either on its own behalf or on behalf of STC.** The developer is obliged to find a Management Company or prepare a Management Plan describing management arrangements acceptable to CBC. This option is not recommended as it would impact significantly on the relationship with STC and the developer and our credibility with regard to future developments and S106 Agreements.

Recommended decision

12. Option 1 is the recommended option. CBC would offer its support and advice to STC during the construction of the building and in the handover process, especially surveyor input and snagging visits.

Reason/s for decision

13. The working assumption, based on the history of discussions between STC and Mid Bedfordshire District Council and latterly CBC was that the Community Building would be owned and managed by STC; who have set up a Building Committee for the purpose of providing the strategic direction and governance arrangements for the realisation of the new building.
14. STC's expectation has always been to own and manage the building and they have contributed significant amounts of time and skill throughout the past three years to ensure the development brings forward facilities that significantly enhance the settlement as a sustainable community and a focal point for existing and new residents of the settlement.
15. The office space vacated by STC will provide the library with an opportunity to expand and offer additional services as a community hub to the residents of Stotfold.

Timescales

16. The S106 Agreement provides for the Community Building to be 'offered' to CBC, which CBC may accept on its own behalf or on behalf of another statutory or public authority (which may include the Town Council). Construction of the building is planned to start in late summer 2015.

Council Priorities

17. The preferred option described above meets the Council priorities listed below:
- *Enhancing your local community – creating jobs, managing growth, protecting our countryside and enabling businesses to grow.*

Accepting and transferring the community building to STC is an appropriate means to enhance Stotfold; enabling the facility to be used as a village asset and a focal point for new and existing residents, thereby helping to create a sustainable community.

- *Value for money and great universal services*

Whilst the offer to the residents of Stotfold is significantly enhanced this is achieved at no cost or liability to CBC.

Corporate Implications

18. In respect of the need to provide support to manage the construction of the building, some CBC staff time may be required in the short term.

Legal Implications

19. The offer, transfer and ongoing liabilities for the Community Building will be governed by the Section 106 Agreement.
20. The S106 property provisions dealing with the Community Hall state: *“the transferee shall covenant with the transferor not to use the individual property other than as the site of and for the purposes of a community hall”.*

Financial Implications

21. If in the future STC wish CBC to accept a transfer from them of the Community Building there could be stamp duty land tax costs to CBC.
22. The commuted sum will be held by CBC and available to STC to assist the operation and maintenance of the Community Building.
23. There are no anticipated ongoing costs (capital or revenue) to CBC.

Equalities Implications

24. CBC has a statutory duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. The development of Stotfold Community Building and the proposal to transfer it to STC will create a variety of positive opportunities for the community.

Conclusion and next Steps

25. The new development in Stotfold will increase the size of the village. STC's aspiration is that the new Community Building will provide a focal point for new and existing residents to come together and encourage community cohesion. The Community Building needs to be seen to be a local asset that thrives on local resident volunteer input. As such an acceptance and transfer of ownership on behalf of STC is appropriate.
26. CBC will continue to work with the developer and STC to conclude the transfer.

Appendices

27. None

Background Papers

28. None