

## Central Bedfordshire Council

Executive

7 August 2018

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Report of: Cllr Richard Wenham, Deputy Leader of the Council and Executive Member for Corporate Resources, ([Richard.wenham@centralbedfordshire.gov.uk](mailto:Richard.wenham@centralbedfordshire.gov.uk))

Responsible Director(s): Marcel Coiffait, Director of Community Services  
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**This report relates to a decision that is Key**

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### Purpose of this report

To set out a proposal for the transfer of Cranfield Community Building comprising a community hall, meeting rooms, community space, reception area, changing rooms, 1 junior football pitch, 2 intermediate size football pitches and cricket square and outfield, kitchen and other ancillary facilities, and all future liabilities and responsibilities for the building, from Persimmon Plc to Cranfield Parish Council (CPC).

### RECOMMENDATIONS

The Executive is asked to:

1. **nominate Cranfield Parish Council to accept the offer of the Cranfield Community Building, comprising a community hall, meeting rooms, community space, reception area, changing rooms, 1 junior football pitch, 2 intermediate size football pitches and cricket square with outfield, kitchen and other ancillary facilities, from Persimmon Plc. This being subject to the following:**
  - a. **submission of a satisfactory Building Management Plan by Cranfield Parish Council indicating how it will manage all future responsibilities and liabilities associated with the community building;**
  - b. **approval by CBC of the football and cricket pitch construction specifications;**
  - c. **satisfactory completion of the construction of the sports pitches named in b); and**
  - d. **satisfactory completion of the car park.**
2. **delegate responsibility to the Director of Community Services in consultation with Executive Member for Corporate Resources to consider the Community Building Management Plan for approval when submitted by Cranfield Parish Council;**

3. subject to 1) and 2) above approve the payment of the community building commuted sum to Cranfield Parish Council and the Parish Council be invited to consider the need to raise their precept to contribute towards the operation of the building; and
4. to note that the approved draft transfer deed of the Cranfield Community Building will contain a restrictive covenant to protect the use of the site for the purposes of a community hall and that all future responsibilities and liabilities associated with the community building lie with Cranfield Parish Council.

### Overview and Scrutiny Comments/Recommendations

This is not a decision that falls within the remit of the Overview and Scrutiny function. It is requested that the decision be taken at Executive on 7 August 2018 due to the imminent completion of the building by the developer, Persimmon Homes.

### Issues

1. The Cranfield Community Building forms part of the Home Farm development and is associated with Planning Application CB/16/01192/FULL.
2. Drawing CRAN-PH3-PAV-01N attached to the Section 106 Agreement and Planning conditions requires the developer (Persimmon) to provide, a community building and sports pitches. Construction of the community building began in January 2018 and is due to complete in August /September 2018.
3. On completion and fitting out, the Community Building and the land will be offered to Central Bedfordshire Council (CBC) to accept on its own behalf or its nominee, in this case Cranfield Parish Council (CPC). Executive is asked to nominate CPC to receive the Offer Notice.
4. The developer was granted planning permission for a Community Building in July 2017 together with 10 dwellings. The Home Farm development provides 381 dwellings. Officers have worked alongside CPC and the developer for the last 18 months to shape the specification. The detailed specification for the building is included in the Section 106 Agreement and is attached in Appendix 1. In summary the building will comprise:

Internal Use	Size m <sup>2</sup> (minimum)
Community Hall	155.4m
Reception office	24m
Entrance Foyer	60m
Meeting room inc kitchenette	67.8m
Bar	12m
Kitchen	20m
Plant room	12.7m
Store room	25.9m
Cleaners cupboard and caretakers sink	2.7m

Other store cupboards	(3) x 1x 4.5m 1x 2.4m 1x 4.6m
Toilets ( Male and Female)	24.3 m ( 1x 12.3m and 1x 12m)
WC and shower room (Disabled access)	7.4m
Changing facilities ( Male and Female)	2x 40m Sport England standard
Changing facilities ( Referee)	7.8m Sport England standard
Corridor with external access	Sport England standard
<b>External Use</b>	<b>Size m<sup>2</sup> (minimum)</b>
Paved area to rear of building with external lighting and external landscaping	25m
Pedestrian routes around the building	
External lighting	
Wall clock	
Junior football pitch	68.25x42.9m (exc run off) 71.9 x 45.6 (inc run off)
2 Intermediate size football pitches	
1 cricket square with outfield	
<i>LEAP Play Area (to be transferred to Persimmon's Management Company)</i>	
Parking to side of community building	58 spaces and 8 disabled spaces
2x coach bays	
Cycle rack	
Outside tap	
Outside electrical point	
Landscaping to the site as set out in Plan	

5. The Section 106 Agreement also requires submission of a Management Plan for the Councils approval to ensure that the building is managed to a standard at least as high as the standard to which the Council maintains community buildings that it owns or manages.
6. On transfer of the building the developer must also pay a community building commuted sum towards the maintenance of the building. Paragraph 3.5 of the Section 106 Agreement indicates that this must be paid to the Council or its nominee, on transfer of the community building. The Community Building Maintenance Sum is calculated at £17.18 per m<sup>2</sup> (£186,918 to be index linked) for 20 years and is based on the built area of 544m<sup>2</sup> (excludes parking).
7. In the event that the Owner (Persimmon) is unable to make the transfer e.g. if neither CBC or CPC wish to accept the offer of the building, then the Section 106 Agreement provides that a management company will take responsibility for managing and maintaining the building.

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

8. Options for the future ownership and management of the Community Building and Sports Pitches are set out briefly in paragraphs 9-12 below:
9. **Option 1 (the recommended option): Cranfield Parish Council holds the freehold and is entirely responsible for the Community Building and Sports Pitches.** Under this arrangement CBC would accept the building on behalf of its nominee, CPC, which would have full responsibility for the building including all future liabilities. As the new building includes office space for CPC they would manage and operate it on a day to day basis. CPC will need to prepare a Building Management Plan to demonstrate aims and objectives, community / market need, forecast operational profit and loss, identify users and activities and set out governance arrangements.
10. The Council would be required to pay to CPC the community building commuted sum for future maintenance referred to in para 9. above to CPC.
11. **Option 2: The Council holds the freehold and grants a lease to CPC to manage and operate the site on a day to day basis.** Under this option CBC would accept the building on its own behalf and grant a lease to CPC. Assets have confirmed that they are content for the building to be transferred to CPC.
12. **Option 3: The Council does not accept the offer of the building either on its own behalf or on behalf of CPC.** In the event that the Owner (Persimmon) is unable to make the transfer, a management company will take responsibility for managing and maintaining the building. The Section 106 Agreement provides that a Community Building Management Plan must be submitted by the Management Company to the Council for its approval, to ensure that it is managed to a standard at least as high as the Council manages community buildings. The Management Plan would need to demonstrate community / market need, forecast operational profit and loss, identify users and activities and set out governance arrangements.

### **Recommended option**

13. **Option 1 is the recommended option.** Executive has previously considered and approved the transfer of community buildings which have been built as part of new developments to Silsoe Parish Council, Biggleswade Town Council, Stotfold Town Council and Marston Moretaine Parish Council. Local management of these new facilities is working well, for example Silsoe Community Sports Centre can boast over 400 members whilst the Orchard Centre at Biggleswade (Kings Reach) is a venue for many local groups including local business networking and training events.

14. CPC have invested considerable time particularly over the last eighteen months working closely with the developer to shape the specification for the community building to ensure it meets local need. CPC have engaged the services of a surveyor to represent their interests during construction of the building, who has visited the site on several occasions to review progress and report back to the Parish Council.
15. CPC are in the process of engaging Bedfordshire Rural Communities Charity (BRCC) to assist them to prepare a Building Management Plan and are also engaging legal advice to oversee the legal aspects of the transfer process.
16. At their meeting held on 4 April 2018 CPC resolved the following *'the Parish Council unanimously agreed to accept the freehold of the community building built on the Home Farm estate, subject to a satisfactory report from the surveyor working on behalf of the Parish Council. The Parish Council accepts future responsibilities and liabilities associated with the building, subject to a confirmed and agreed red line drawing. The build work is progressing well with completion expected in August, DB and SC are still spending a lot of time ensuring the fixtures and fittings are of an agreeable standard. The Council agreed that a solicitor is to be appointed to manage the legal transfer, the Clerk to seek a quotation from Palmers, with more information to come to the next Council meeting. Given that BRCC have the expertise to do a business case plan for the facility it was asked that the Clerk enquire with them as to their fees for such work, also to be brought to the next meeting'*
17. Management of the building by a third party, being an off-site management organisation, does not meet local aspiration and would add a layer of bureaucracy and complexity e.g when booking use of the building and /or the pitches. Furthermore it would be inconsistent with previous community building transfers to town / parish councils referred to above and would not support the Councils priority to encourage strong and resilient communities.

### **Reasons for decision**

18. CPC's aspiration is to own and manage the building and sports facilities. CPC has contributed significant amounts of time and skill to ensure the development brings forward a community facility that significantly enhances the settlement as a sustainable community and a focal point for existing and new residents of the settlement.
19. The new building will provide office space and a community presence for the Parish clerk and thus improve access to services for existing and new residents.
20. One junior football pitch, a cricket square and outfield, and two intermediate size football pitches are included in the transfer and complement the community building facility. CPC will be responsible for the management and maintenance of the football and cricket pitches.

21. A community building commuted sum is included for future maintenance. CPC is also invited to consider the need to raise their precept given the experience elsewhere.
22. The new building complements the existing Village Hall facility and provides much needed additional community space to the village.

### **Timescales**

23. Construction of the community building began in January 2018 and is due to complete in August /September 2018.
24. An Offer Notice is expected at this time and the Council must execute the transfer of the building within 12 weeks of receipt of an Offer Notice.

### **Council Priorities**

25. The recommended option described above meets the Council priorities listed below:

- ***Creating Stronger Communities.***

Accepting and transferring the community building and sports pitches to CPC will ensure that the facilities are managed in accordance with local need and used as a village asset and a focal point for new and existing residents. Additional space is needed to meet needs of an expanding population and accommodate opportunities for new social networks to develop. More people will require access to community facilities to develop social networks and participation in a range of social activities and informal community groups. Local ownership and management of the asset is a positive contribution towards creating a strong, resilient and sustainable community.

- ***Great resident services***

Whilst the offer to the residents of Cranfield is significantly enhanced, this is achieved at no cost or liability to the Council. Additional community space will provide opportunities for local service delivery and volunteer activity.

### **Corporate Implications**

26. 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**

27. The offer, transfer and ongoing liabilities for the Community Building will be governed by the Section 106 Agreement.

28. The S106 property provisions dealing with the Community Hall include the requirement for a restrictive covenant to protect the use of the site for the purposes of a community hall and this has been addressed in the draft transfer deed. In addition, an arrangement could be put in place between the Council and CPC to ensure the land would revert to the Council should there be a need to do so in the future.
29. Section 1 of the Localism Act 2011 provides the Council with a general power of competence that empowers the Council to do anything that individuals generally may do. The Council can therefore decide not to accept ownership of the Cranfield Community Building site and instead nominate Cranfield Parish Council to be the owner. The section 106 agreement makes an express allowance for this scenario.

## **Financial and Risk Implications**

### **Option 1**

30. Risk to CBC is minimised as all future responsibilities and liabilities associated with the building are transferred to CPC. CPC are engaging expert advice and support including a surveyor to act on their behalf during the construction of the community building. They are in the process of engaging legal expertise and the services of BRCC to assist them to prepare a Building Management Plan. The commuted sum is payable on transfer of the building minimising the risk of non payment by the developer in the future.
31. The production of a robust Building Management Plan will ensure that the building is managed appropriately and all risks identified and mitigated. If in the future CPC wish the Council to accept a transfer from them of the Community Building there could be stamp duty land tax costs to the Council as well as ongoing capital and revenue costs.
32. There are no ongoing costs (capital or revenue) to CBC.

### **Option 2**

33. CBC would be the owner of the building and would therefore be responsible for future liabilities associated with the building.
34. CBC Assets has confirmed they are content for the Community building to be transferred to Cranfield Parish Council.

### **Option 3**

35. There would be no financial risk to the Council or CPC. However local ownership and therefore influence as to its use and the activities on offer would be reduced as would local resident and volunteer input reducing the positive contribution local ownership of the facility can deliver towards creating a sustainable community.

## **Equalities Implications**

36. The Council 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 Cranfield Community Building and the proposal to transfer it to CPC will create a variety of positive opportunities for the community.

## **Conclusion and next Steps**

37. The development at Home Farm will increase the size of the village. CPC'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 volunteer input. As such accepting the building on behalf of CPC and the transfer of ownership of the community building to CPC is appropriate.
38. The Council will continue to work with the developer and CPC during construction and to conclude the transfer.

## **Appendices**

### **Appendix A Community Building Specification Parts 1 and Part 2**

### **Appendix B Red line drawing of building and pitches to be transferred**

## **Background Papers**

39. None

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