

QUERY FROM COUNCILLOR GRANT REF CAM LOCKS S106 MONIES

Sent: 24 October 2014 18:02
To: Waterbeach Parish Council
Cc: Michael Williamson
Subject: Re: Reports for Finance Committee

Hi Liz,
Please accept my apologies and also Alice's as she has volunteered to drive me next week.

I know Michael circulated some info re commuted sums but I think we should also be asking SCDC why they did not ensure Morris Homes passed over a sum for maintenance of the public spaces to the management committee, unless SCDC had agreed a further variation of which we were not aware. It was clear that there was a cost attached to public space maintenance and playpark maintenance in the S106 agreements we saw before the site layout change, did this change then trigger a variation in the S106 as public space reduced or was the sum still the same?

I think we need information from SCDC on how they handled the Morris Homes 106 agreement as well as working out the commuted sums at current rates. If the PC is going to take it over it needs to be at current rates not the rates at the time of the original S106.

regards
Kate Grant

This query was forwarded to the s106 Officer at South Cambs.

RESPONSE FROM JAMES FISHER, S106 OFFICER TO QUERY FROM COUNCILLOR K GRANT

Dear Liz,

Given the timing I will answer the question mostly in general terms.

In January 2009 SCDC adopted the Open Space in New Developments Supplementary Planning Document.

This contains a section called OWNERSHIP AND MANAGEMENT extracts of which I have copied below:

2.18. Ownership of open space and facilities varies greatly across the District. The majority of existing play spaces are managed by Parish Councils. Many are owned by the District or County Council, and leased to Parish Councils, while many Parish Councils or established local trusts own their village facilities. Some facilities are leased long-term to the public sector by private owners.

2.19. For new developments, it is the developer's responsibility to ensure that the open space and facilities are available to the community in perpetuity and that satisfactory long-term levels of management and maintenance are guaranteed.

2.20. It is strongly advised that in the majority of cases new open spaces and facilities should come under the freehold ownership of the Parish Council or Town Council or a local community organisation or trust that has clear accountability, is properly constituted, represents the best interests of the whole community and appropriate access by the community is guaranteed into perpetuity.

2.21. If a developer, in consultation with the District Council and Parish Council, decides to transfer the site to a management company, the District Council will require appropriate conditions to ensure public access and appropriate arrangements in the event that the management company becomes insolvent (a developer guarantee).

2.22. The need for early consultation with the body required to manage open spaces is paramount. Developers will need to satisfy the District and Parish Council that a satisfactory management mechanism is in place before planning permission is granted; this will include the requirement of an agreed management and maintenance plan and an agreed commuted maintenance sum.

If a developer establishes a management company and which the new residents pay into then the developer has met this policy and has discharged this obligation. I can confirm that this policy does not require the developer to put in additional monies (over and above the residents contribution) to the management company, but that the Council must be confident that the charge to residents will be sufficient to cover the cost of maintenance.

This is a scenario duplicated many times across the District mainly due to Parish and District Council reluctance to adopt public open spaces on new development.

The Cam Locks deed of variation was signed on 1st September 2010 (i.e. after the adoption of the above supplementary planning document).

For the Cam Locks development Waterbeach Parish Council were going to adopt the public open space (and not the pond), but took the opportunity during a deed of variation to remove this obligation. I cannot recall why this decision was taken given the cost of this work was covered in a commuted sum.

The Parish Council were signatories to the deed of variation, so if the Parish Council did not agree with the terms of the agreement it would have been helpful to have raised it at that time.

I note that the Parish Council discussed the deed of variation at the meeting 31 August 2010 and that the decision to approve it was taken (subject to the Parish Council receiving a satisfactory explanation from the District Council in respect of certain matters of detail). I am not sure what these matters were but in any event it is the case that the deed of variation was signed.

I appreciate that there is some concern as to what happened with the deed of variation, however, there is no longer an obligation on the Morris Homes to pay any commuted sum in respect of Cam Locks.

Kind regards

James