

---

## REPORT

---

<b>PLANNING BOARD:</b>	<b>22 DECEMBER 2009</b>
<b>REPORT NO: PB/PP/027/09</b>	<b>DIRECTOR OF DEVELOPMENT AND INFRASTRUCTURE</b>
<b>CONTACT OFFICER:</b>	<b>STEWART MCNALLY, PLANNER (☎ 578 8647)</b>
<b>SUBJECT:</b>	<b>DELIVERY OF SUSTAINABLE ECONOMIC GROWTH THROUGH KEY DEVELOPMENTS</b>

---

### **1.0 PURPOSE OF THE REPORT**

1.1 The purpose of this report is to seek Planning Board agreement to flexibility over the implementation of critical conditions in order to allow developments to move forward in a more co-ordinated and cost effective way.

### **2.0 SUMMARY**

2.1 In order to deliver the Scottish Government's objectives of sustainable economic growth Planning Authorities are encouraged amongst other things to:-

- remove unnecessary delays in processing development proposals;
- front load negotiations and consultation;
- adopt a more focussed approach to appraisals;
- develop multi-disciplinary project teams to deliver development;
- take a more flexible approach to developer obligations and conditions

2.2 In East Dunbartonshire, although householder development work continues at a similar pace to pre-downturn levels, major developments are at severe risk of stagnation. A number of approaches have been made to the Council to assist in moving developments forward. Where this involves requests for variations to layouts or house types, they are fairly easily accommodated but requests for the removal of "Planning Gain" obligations can be more problematic. Major developments are often the main vehicle for delivering significant public infrastructure investment and it is in the Council's wider corporate interests to find creative and flexible ways to facilitate site starts in such cases.

2.3 The development of the St Andrews campus in Bearsden and town centre site in Bishopbriggs have the potential to deliver significant benefits to the community. In order to move the process forward developers have requested that in each case a condition which has been agreed with the Board be fulfilled by alternative means. Details are set out in the report together with an assessment of the risk and potential benefit to the Council in each case.

### **3.0 RECOMMENDATION**

It is recommended that the Planning Board:

- 3.1 Agrees to the alternative wording for condition 2 for the St Andrews campus development (TP/ED/09/0223) as set out in the report and 3.2 agrees that the requirements of condition 51 of the Bishopbriggs Town Centre development (TP/ED/09/0395) be dealt with by alternative means under the Legal Agreement.
- 3.2 Agrees that the requirements of condition 51 of the Bishopbriggs Town Centre development (TP/ED/09/0395) be dealt with by alternative means under the Legal Agreement.

### **4.0 ST ANDREWS COLLEGE CAMPUS, BEARSDEN**

- 4.1 At Planning Board on the 29<sup>th</sup> September 2009 Members agreed with the Case Officer's recommendation to approve the listed building consent application for the demolition of category A Listed Buildings at the former St Andrews College Campus, Bearsden subject to referral to Historic Scotland and conditions. Condition 2 of the above consent was originally drafted as follows:

*Condition - Notwithstanding any conditions applied to this consent no demolition work shall commence until the planning authority is satisfied that contracts have been placed for the redevelopment of the site.*

*Reason - In the interests of amenity.*

- 4.2 Since this time the developers have indicated that the commencement of development in the current economic climate cannot be accurately estimated yet the student residences are decaying further with time and there is substantial cost involved in ensuring their security. They are consequently seeking early demolition. The risk to visual amenity and the integrity of the Planning process arising from a significant delay between demolition and the redevelopment of the site can be avoided by the temporary restoration of the site to an acceptable standard of open space. The benefit to the community and the Council would be the removal of rapidly deteriorating buildings and the re-direction of resources currently required for site security to the wider community benefits. The alteration to this condition will potentially also assist with critical time pressure and enable a more mature and beneficial development layout to emerge.

*Condition - Notwithstanding any conditions applied to this consent no demolition work shall commence until the planning authority is satisfied that contracts have been placed either:*

- i) for the redevelopment of the site, or*
- ii) for its conversion to an acceptable temporary open space.*

*Reason - In the interests of visual amenity.*

## **5.0 BISHOPBRIGGS TOWN CENTRE**

- 5.1 At Planning Board on the 27<sup>th</sup> October 2009 Members agreed with the Case Officer's recommendation that the application for mixed use redevelopment at Bishopbriggs Town Centre and were disposed to grant subject to the conclusion of a S75 Agreement and conditions. As part of their deliberations Members were concerned that although the description of development included new community uses, there was insufficient information given to clarify what the proposed community uses would be. As such the Members were concerned that the modern school sports hall building could be lost before it was clear whether it might be required to house the new community facilities to be provided by the development. Therefore it was requested that a condition be added to secure the retention of the existing sports hall until the details of the proposed community uses were confirmed through a detailed planning consent. Condition 51 was therefore added:

*Condition - That the sports hall building shall be retained until such a time as the applicant has confirmed, through a detailed planning consent, the scale of the proposed community uses on the site and the buildings they require.*

*Reason - In order to optimise the delivery of community uses on the site.*

- 5.2 Since the Planning Board on the 27<sup>th</sup> October 2009 the developer has raised concerns about the potential impact on the demolition contract and programme for taking forward the development. It has been requested that the matter be dealt with through a legal agreement as an alternative. In considering these options a number of factors need to be taken into account:-
- i) The existing sports hall is not a Listed Building and nor is it within a Conservation Area. Therefore no consent would normally be required from the Planning Authority for its demolition.
  - ii) The retention of the sports hall does not guarantee conversion into a community facility.
  - iii) The sports hall has been designed and constructed as an outbuilding to a high school and its current fabric is not completely suitable for independent use. Therefore if the existing sports hall were to be used in the future as a community facility, its use could potentially be restricted to a narrow range of activities (which might not be of benefit to the wider community and could affect the viability of such a facility).
- 5.3 The developer has commissioned a study to establish if there is sufficient need and demand to justify a sports hall, and to assess if the proposed business plan put forward by interested members of the community presents a financially sustainable case which would guarantee long term use. The main conclusions of this report are that given the provision of facilities offered elsewhere in the area there is not sufficient demand to the level that would be needed to financially sustain the facility. The report also states that the facility would likely be competing against similar facilities already provided by the Council and that there is a heavy reliance in the business plan on grant assistance and fundraising, which could be difficult to achieve given the current economic climate.
- 5.4 The developers have advised that the condition could result in the building being unnecessarily retained, whilst empty and unused, for an unknown period of time. The retention of part of the school premises whilst the remainder are demolished also raises contractual issues and will be likely to add to the cost and reduce the effectiveness of the redevelopment.

- 5.5 The issue regarding the scale and nature of community uses within the proposed development can however be included within the current S75 Legal Agreement which would require the developer to deliver this facility for the Bishopbriggs Town Centre site.
- 5.6 It is recommended that the agreement should as a minimum include, subject to confirmation of demand and operational resourcing, accommodation for:-
- a meeting facility to accommodate 150 people;
  - a community café;
  - small meeting rooms for special interest groups;
  - offices suitable for a range of “surgeries”

This flexible accommodation would enable a range of community activities and exhibitions of local material and add to the vitality and attraction of the town centre.

- 5.7 Although the imposition of condition 51 was intended to constrain the demolition of the sports hall until such time as the nature of the community facility provision was clear, the use of a condition has generated an unexpected risk to the development. The required certainty over the delivery of a community facility can however be achieved to a far greater extent through a voluntarily entered legal Agreement than by the imposition of a condition and on balance it is considered that this outcome would not only allow the development to move forward but would be in the longer term best interests of the community.

### **Head of Development & Enterprise**