

## COMMITTEE REPORT

**BY THE DIRECTOR OF ECONOMIC GROWTH AND NEIGHBOURHOOD SERVICES  
READING BOROUGH COUNCIL  
PLANNING APPLICATIONS COMMITTEE: 20 July 2022**

**Ward:** Park  
**App No.:** 191634/REG3 and 221009/MISC  
**Address:** Hamilton Centre, 135 Bulmershe Road, Reading  
**Proposal:** Conversion of Hamilton Centre into 2 storey Special Educational Needs College for 11 - 18 yr olds. Project also includes a 500m2 new build extension, car parking, landscaping and multi use sports area

### RECOMMENDATION

Delegate to the Head of Legal and Democratic Services to enter into a **Deed of Variation** to amend the Section 106 Agreement dated 14 October 2020 as follows:

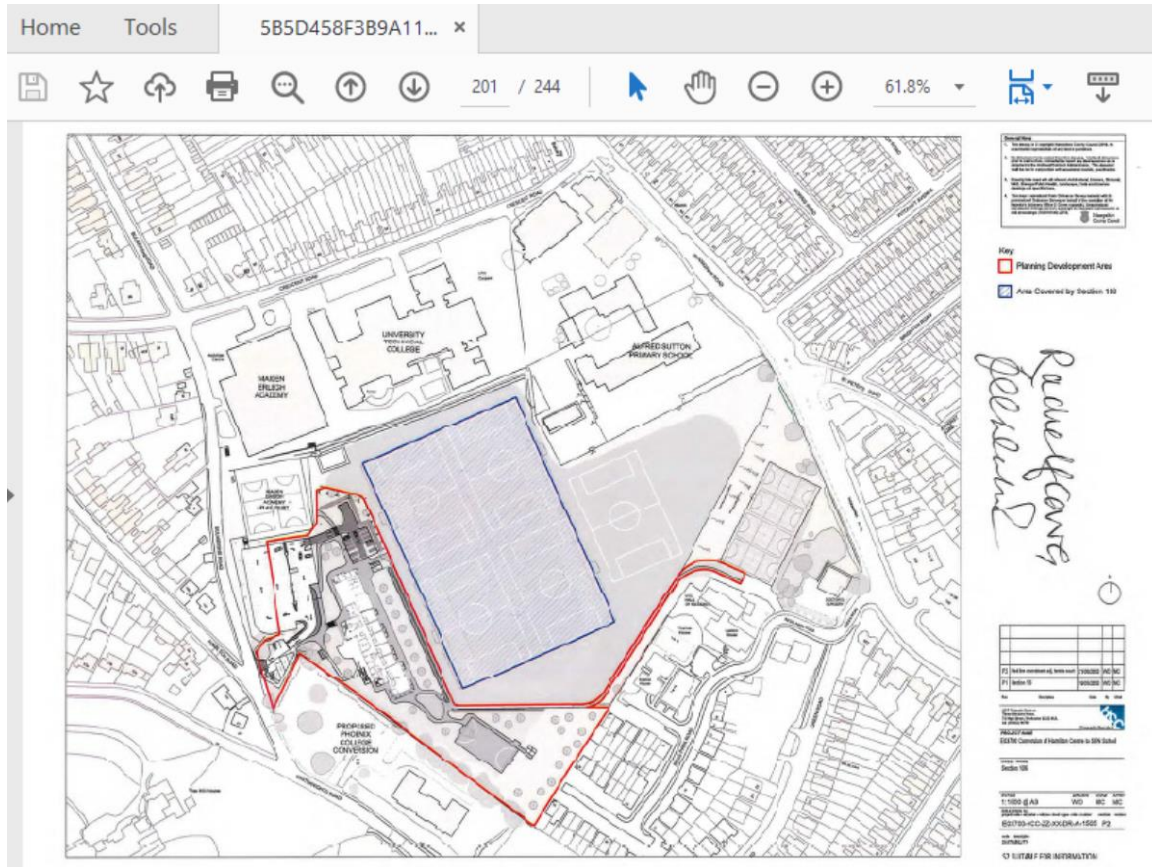
- Playing Pitch Improvements Sum of £25,000 (subject to indexation, calculated from the date of first occupation) to be paid towards physical improvements including artificial turf provision, within three years of first occupation of the development; and
- If the Playing Pitch Improvements Sum is not paid within three years of first occupation, the clause reverts to the obligations in the original agreement being carried out within six further months (ie. on-site improvements to the original grassed playing pitches themselves).

#### 1. Introduction

1.1 This report concerns an adjustment to a Regulation 3 (Council) planning permission. The redevelopment and conversion of the Hamilton Centre into a special needs college was granted planning permission on 14 October 2020 with a S106 legal agreement securing a number of items amongst which was summarised in the 5 February 2020 report to this Committee as:

- (i) **Require playing pitch improvement works be undertaken to the value of £25,000.** Notification of commencement and satisfactory completion of such works together with proof of undertaking to the value of **£25,000** will occur no later than first occupation of the school.

1.2 These works would occur within the area of land shown in blue in the s106 plan below.



1.3 The developer is currently technically in breach of their obligations, however, they have been in active discussions with the Council’s Planning and Leisure officers over several months to seek to ensure that the contribution is expended in the most cost-effective way, resulting in this report.

**2. The Requested Changes**

2.1 The changes sought relate to the Second Schedule of the above signed agreement and seek to provide some additional flexibility into how the above contribution can be spent. RBC Education and Leisure officers have stated that the current obligations in the s106 agreement are considered to unnecessarily constrain the contribution and would not allow for the available funds to be spent in the most cost-effective way in order to secure open space improvements at the playing fields.

2.2 The relevant Clause restricts the contributions to be spent on ‘improvements’ to the above grassed playing fields themselves. It is acknowledged that this is not a large sum and would not fund for instance, earthworks/relevelling or intrusive drainage solutions, but would allow for surface drainage improvements and reseeding. The contribution also cannot be spent on general on-going maintenance. Further, payment of the contribution is overdue, the first pupils already having been admitted at the new school (the school is projected to reach its eventual maximum pupil roll of 64 by the end of term in mid-July).

2.3 RBC Education has been discussing the issue with RBC Leisure, who have a medium-term aim for part of the grassed pitches on the playing fields to be replaced with artificial turf to allow more year-round ‘playability’. This would in turn reduce impacts on other pitches. As is the case with such capital projects, monies have to

be coordinated and pooled from various developments in order to contribute towards the relevant project. However, the current obligation would effectively require the contribution to be spent on drainage and seeding works only; with a significant risk of this only being in place for in a short period (two years or so) before probably being possibly replaced by artificial turf. Your officers agree that requiring the obligation as currently drafted could create abortive work and waste the contribution and adding the above requested flexibility would be beneficial in this instance.

- 2.4 It is acknowledged that delaying any improvement works could appreciably worsen the condition of the current pitches. However, RBC Education has advised that given that the special school will not reach full capacity until effectively the start of the Autumn term and pitch playability by football clubs lessened in the last two years, your planning officers consider that any damage to the pitches can be offset by the prospect of later re-provision or the above agreed fallback to provide the improvements to the grassed pitches and overall, this is acceptable to them.
- 2.5 Given the above special circumstances, your officers accept the risk that there may be a slight degradation in the quality of playing field provision, for the longer-term advantages that allowing an augmentation of artificial turf provision could potentially bring, as this considered to be a much better use of the contribution.
- 2.6 The present agreement was entered into by five signatories in total and the applicant/developer has advised that all parties are agreeable to the proposed variation.

#### Other issues

- 2.7 It is accepted that in widening the scope of the relevant clauses and potentially allowing the redevelopment with artificial turf with associated groundworks, drainage works, fencing etc., such a facility may well of itself require separate planning permission and the Council services above have been advised of the need for this.

### **3. Conclusion**

- 3.1 The requested change to the legal agreement is considered to be acceptable given the special circumstances described above and therefore you are recommended to agree to it.

**Case Officer:** Richard Eatough