



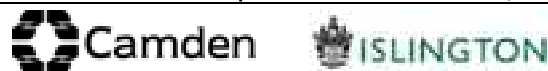
13th July 2006 – The German Gymnasium, Pancras Rd
 Chair – Geoffrey Roper

Number of attendees: 17 plus 2 Camden officers and 1 Islington Officer

David Hamilton, James Goodwin, Angela Inglis, Diana Shelley, Geoffrey Roper, Hugh Lake, John Hartley, Richenda Walford, Antonia Benedek, Anne Boston, Una Sapietis, Aileen Hammond, Natalie Ross, Josephine Bacon, Ryan Kemp, Phil Jeffries, Helia Evans, Richard Kirby (Camden) Angela Ryan (Camden) Mark Hammill (Islington)

Apologies: Lisa Tang, Michael Edwards, Bill Lehm, Satnam Gill, Councillor Convery, Rob Inglis (Geoffrey can you check and verify or correct)

Issue	Action
<p><u>Matters arising</u></p> <p>It was suggested that the meeting notes were not complete as it was not documented that Camden officers were going to produce a list showing what has been dealt with in the HOTS and what is outstanding and up for discussion. An RK confirmed that he had not promised to produce the list and explained that there was a difference between HOTS and a S106, and what he had agreed to do was to provide a list informing members of what had been progressed in the S106 (as opposed to the HOTS) and what would be open to discussion. RK indicated that he was now of the opinion that Forum members should consider any aspect of the S106. (NB: The Developer's draft S106 is the only complete iteration of what the S106 available and is currently on the Council's Statutory Register). (It was confirmed that 1 Person had time to come into the planning office to peruse the Developer's draft 106, and</p>	



3 people had registered their notice of interest to the KX team regarding issues they wished to raise.)

David Hamilton (Architectural student from LSE) was in attendance as he is currently writing a paper on the KX development

S106 comments

1. Camden Civic Society (in bold):

Clauses 4b and 4d Housing and affordable housing provision: homebuy

The 50 'Homebuy' units create a new class of beneficiaries, who receive interest free loans for 25% to 30% of the market price of their properties, which they can apparently pay off at any time convenient for sale. ('Right-to-Buy Homebuy purchasers have similar benefits – but their rights already exist and are not new creations.) If the 'Homebuy' stay for a substantial period, this small group receives an arbitrary free gift from the Developer. It is, in fact, in the Developer's interest to encourage 'Homebuy' purchasers to move as quickly as possible, repay their loans and minimise Developer financial obligations. This does not seem consistent with the community aim illustrated elsewhere in SUSTAINABLE ESTATES LETTINGS POLICY 35.....'The local Lettings Plan shall encourage longevity of tenancies and ensure households with specific needs can be appropriately supported'.

RK- The HoTs have set an amount of affordable housing this is broken down into different types i.e. intermediate, shared equity, discount market rent and shared ownership. Homebuy is based on a Government initiative, and is geared towards people who are on the council nomination list and are eligible to get an interest free loan. This equates to 25-30%. They become owner-occupiers and are at liberty to pay off the loan at any time.

GLA and Council policy stipulate that people eligible for intermediate housing must have a household income on or below £49,000.

RK confirmed that there is no fixed price for a property but that the Council and Developer are currently working out a pricing mechanism.

Members expressed concern that this form of housing could very rapidly cease to be affordable and would become market housing. RK agreed that this was possible but explained that part of Government housing policy was to

encourage owner occupation, and homebuy was aimed at achieving this. It is only a small element of the overall affordable housing package, which sought to deliver a range of income groups living on the site.

The question was raised as to whether we can secure through the S106 that the homebuy units be retained so that subsequent owners can enter into the same scheme. RK confirmed that this was not possible. Out of the 750 affordable housing units, 96 were earmarked for homebuy, and are considered to represent good citizenship and sustainable communities. A member considered that the scheme was contrary to trying to achieve sustainable communities.

RK confirmed that in the final S106 that the Council would try to cap the eligibility to £49K but would also try to qualify people at a lower income level.

Clause 40- Design.

.....no significant difference between buildings of different tenures in terms of generic design quality and workmanship'. Particularly for workmanship, the council or its successors will need resources to monitor during the construction period. The developer should provide resources for this independent monitoring.

RK explained that the quality of workmanship was not a planning matter. A member advised that the issue of independent monitoring to ensure that there was no significant differences between buildings of different tenures would not occur if the Housing Associations were allocated properties before they were built, and allow them to apply their own quality standards. It was advised that this would cost money that is not included in the sum that is awarded by the Housing Corporation. RK explained that the developer would build the houses, which will then be subject to a tendering process. The Housing associations would only be those on the Council's agreed list or those who meet our quality standards. The H/A is party to the design process.

Clause 47-supporting local schools (floating schools)

The construction stage, at which the Floating Classroom will be provided, needs to be clearly set out. 48. The floating classroom should be a permanent feature.

The HoTs require the developer to contribute £100,000. There are other education related obligations in the HoTs

Some people suggested that we don't need another primary

school in the area. There are schools in Islington with empty places. RK explained that the primary school was to provide for the population on the site will additional capacity only because education experts indicate that single form entry schools don't work and so Camden has asked for a two form entry school. There would be no barrier on York Way in terms of access under current rules.

Education

A member raised the point that there needs to be integration across the boroughs in terms of access to schools. There is a need for a secondary school on the site, whilst children on the site and in the surrounding areas should have access to the surplus primary school places.

Another member conveyed that there are problems with destroying ILEA, which has set boundaries between Council's. There is a campaign for a secondary school underway and the Eastern Dental Hospital is being considered for a location.

RK- advised that the application has already been approved and that a new secondary school was not in the Hots although there was a secondary school financial contribution. A member suggested that a secondary school was preferable to the proposed art school.

Clause 51- Leisure

The Leisure Facility is timed to coincide with development of blocks B3 or Q2. There should be guarantees that these blocks are not delayed, in order to load leisure provision to the back end of the project. 52c. 'best endeavours to generate sufficient income' should be spelled out in such a way that future council policies to provide i.e free swimming for children and provisions for local schools will not be ruled out or made difficult.

The swimming pool and sports-hall is located in separate blocks. The leisure facilities are linked to a basic quantum of office space, and the workers will help to support it as customers and improve its viability. Access by local schools is not ruled out.

A member asked that the leisure facilities be available to Islington residents and to those in the immediate wards outside the borough boundaries.

Clause 78 - Employment training and construction

The Developer and Council need to take legal advice to ensure that their 'work together to improve employment and training opportunities for local people' do not get lost because they fall foul of European Union employment law

This will not go into the S106. It is a matter for employment law.

Clause 102-Small Business Space

The 'agreed period' for which this space is provided, should be long – ideally permanent, in order that there should be permanent accommodation for new small businesses, on this key site. This would allow a permanent home for some naturally small businesses (crafts) and space for new seedling businesses as other first generation enterprises grow out of their space or close down.

RK explained that the first phase of small business space will be built with the first phase of housing and that clauses 103 and 104 in the agreement are those that to make clause 102 bite.

Clause 105- Local Business support and local purchasing strategy

As above, it is important that the Strategy is legally foolproof. 106. The most important factor in 'opportunities for Local Businesses' is that they have good warning of opportunities.

Support for small business should be part of an employment strategy. RK- confirmed that the S106 would be trying to achieve the above.

The definition of local business, are those that are located in the CIZ (Central Impact Zone) and the WIZ (wider Impact Zone).

Clause 115-118 Public Realm and Development Estate Realm Areas

Principles to be agreed' on public access are of utmost importance. Our view is that the default position is that all non-built areas should have public access unless the Developer or others can provide specific reasons, why this should be denied. 118. The 'reasonable endeavours to co-ordinate parking' should be on the basis that parking provision should be on the basis of need and that, in particular, there should be no built-in favour to private rather than affordable housing residents. The framework is that this development is adjacent to the best public transport and the worst air pollution in the land. Therefore the aim should be to maximise car-free housing.

RK-confirmed that the Council are proposing to adopt the public realm (streets, roads), but that the Council do not want to adopt the parks because then we would have to maintain them. The S106 would ensure that parks operate as if it were in local authority control.

Clause 120- Public realm delivery

We are uneasy that ‘reasonable endeavours’ to complete infrastructure, no later than the developments, it is supposed to serve sounds too modest. We would suggest that the ONLY reasonable endeavour is one, which succeeds in this aim.

RK explained that “reasonable endeavours” is standard legal term in these matters.

Members said that it needs to be phased around the Olympics to maximise tourism, and that interim landscaping measures should be put in place by 2012 if the public realm cannot be delivered in time. RK – said that the delivery of the public realm is dependant on third parties (not just the developer) but he understood that there would be some acknowledgement of the Olympic Timetable

Clause 152- Support for implementation panels

We consider it important that relevant local groups such as the Kings Cross CAAC and local Ward Safer Neighbourhood Team/Advisory Panels should have membership of or access to the Consultative Design Group.

RK proposed that implementation panels be a topic for a future meeting.

Clauses 176-180- Environmental sustainability/construction materials/waste

As obligations on construction materials, re-use of historic materials etc are to cease on the completion date (180) it is essential that the Developer should fund a thorough compliance site inspection by the Planning Authority, prior to that date.

RK confirmed that this aspect has been dealt with through conditions and the S106.

Clause 190-195- Code of construction practice

Similarly, the Developer should fund the policing of all aspects of the Construction Code of Practice.

RK- confirmed that we would need a separate session for this that should perhaps be held on the “choreography” day. It will need to be held before the S106 is signed of/approved in October.

Clauses 209-214- Improvements to bus services

It should be spelt out that payments for the improvements to specified

bus routes may be transferred to successor routes serving the Kings Cross Development Area, should London Buses or any successors redesign the pattern and/or numbering of buses serving the area. 215. This should also apply to the four bus stand places (which should be a minimum) for named routes. It is noted that there is no mention of time limit on these bus stand spaces. The need is indeed permanent.

Rk- confirmed that there would be improvements through financial contributions.

Clauses 219-222- Car parking

The general point on Parking is given with respect to Para 118 above. These sections set the framework of constraints. 223. The Developer should also expect and pay for a review of the Controlled Parking Zone, when Development is complete and the full extent of demand and pressures is known to all users.

Camden's policy is to reduce the use of the car. A member conveyed that car-free housing is discrimination against new residents. A member raised the point that people do not use their cars unless they need to. This is a great source of friction. Camden can monitor a pool of cars for those who need a car for work purposes).

The developer is required to pay for a CPZ consultation. Can they pay for a review also? RK- confirmed that they would as this is standard Camden practice.

Copenhagen Play and Youth Partnership

On behalf of the Copenhagen Play and Youth Partnership (CPYP) I would like to put on the agenda the issue of Section 106 support for a new youthspace in the North King's Cross area. Members of the CPYP like Steve Griffith and Gill Calvert from the Copenhagen Youth Project and Martin Willis of Sparkplug have been consistent in pointing out the need for a flexible youth space, whether in an old or a new building somewhere on or off York Way. Roger Madelin has been made aware of this by the chair of CPYP, Father Jim Kennedy. The space should be flexible enough to be used for training, art workshops indoor sports, motorbike workshop etc and also office space for youth organisations.

A location on or near York Way would enable young people from both Camden and Islington to access it

This could be combined with a community building run by a Community Trust

The CPYP would be more than willing to work in partnership with a Community Trust, if that was judged to be the best way forward.



RK said that this was something to be dealt with after the S106 is signed and when it was known what form the community space would take.

Camden Cycling Campaign

For Camden Cycling Campaign, could you please add the footpath/cycleway link via Camley Street and Agar Grove as an issue for discussion tomorrow. With Camden Square Residents Association and other groups CCC urges that this link from the north to Kings Cross Central be included in the S106.

Access from site into Maiden lane. This was discussed at the Committee meeting and needs to go into the S106, and that the work should be carried out before 2012. There is no reason why the feasibility study cannot be undertaken now, so that works can start as soon as the S106 is signed off.

AOB

A member said that it would have been helpful to look at issues that they didn't have a chance to discuss.

The need for a follow-up meeting to have a more structured discussion, and to ensure that we are singing from the same hymn sheet.

RK-offered to email members a copy of the Developers draft S106 in PDF, on the understanding that it was out of date. The Council do necessarily to endorse the developers draft S106 but it was the only available complete document. Camden officers will also send out the HOTs and planning Conditions in a separate file.

Next meeting:

23rd August 2006, Town Hall, Judd Street, Committee RM2 7-9pm

