

**NORTHERN PLANNING COMMITTEE
SCHEDULE OF ADDITIONAL LETTERS**

Date: 16th August 2022

Item No.	Application No.	Originator:
5	20/05217/FUL Site of former Sports and Social Club and Bowling Green, Albert Road, Shrewsbury	Shropshire Playing Fields Association (10.08.2022)

Shropshire Playing Fields Association most strongly object to this new amended proposal that would no longer require the applicant to provide a replacement bowling green as previously agreed.

This agreement stated:-

A replacement bowling green to be provided at Shrewsbury Sports Village (granted under planning permission 20/00141/FUL dated 16.03.2020) to a specification to be agreed by Shropshire Council Leisure Services and available for play for the 2023 season (approximate cost £150,000).

Failure to provide this new facility as agreed would in our opinion result in the loss of a valuable green open space facility in close proximity to the residents of Sundorne, which would be contrary to planning rules.

Simply to relocate the club to the site of an existing bowls club in Greenfields and give them a commuted sum of £60,000 towards maintenance costs is an insult to all involved. Shropshire Council agreed to the Sundorne Sports Village site being utilised as part of the agreement by 2023, failure to deliver this part of the agreement we believe means the application should not be allowed to proceed as it does not fulfill the original requirement as set out by the local planning authority members.

The Greenfields community is already subject to a legal wrangle over the loss of valuable green community space at a nearby site, to reduce the availability of another open space to their fast ever growing community, would seem to be wrong on so many levels and one if it were to be allowed to proceed should be challenged further.

We believe the residents of both Greenfields and Sundorne communities would be the losers if such a proposal were to be allowed and that the only beneficiaries would be the applicant.

Item No.	Application No.	Originator:
5	20/05217/FUL Site of former Sports and Social Club and Bowling Green, Albert Road, Shrewsbury	Shropshire Playing Fields Association (11.08.2022)

Shropshire Playing Fields Association does not agree that improving an existing bowling green at Greenfields site as mitigation for the loss of the existing green at Albert Road could be reasonably determined to fully meet the guidance in para 99 of the NPPF part b.

Where previously there were two greens, now there will only be one, so there is a net loss of one green.

We strongly disagree with the officers recommendation that Sport England should not be consulted.

Indeed we find it difficult to understand how this can be so when the development managers report of September 2021 clearly states:

page 47 Officers conclusion.

7.3 Sports England and SC Leisure Services will be re-consulted regarding the wording of the planning conditions and the wording of the S106 relating to the replacement bowling green and future management and maintenance in addition to maintaining access to the cricket club and car park and providing ball strike mitigation.

7.4 Once the draft decision notice and S106 has been finalised Sports England would be re-consulted and a decision cannot be issued until agreement has been reached with all interested parties. Delegated authority is therefore also sought to make any amendments to the conditions in appendix A and to agree the wording of the S106 as considered necessary and in consultation with Sports England.

It is noted that the officers report reached the public domain on the 8th August 2022 and that is being heard by the planning committee on the 16th August 2022.

It is noted that this is during the summer holiday period.

We do not believe there is any evidence of consultation with Sport England, Shropshire Playing Fields Association, Shropshire Bowls Association, Greenfields Residents Group, Greenfields Bowls club, Sentinel Bowls club, Sundorne residents association.

Indeed it is not apparent from the planning register that the applicant themselves have requested this change to the original agreement, so one has to ask the question who has initiated this recommendation and have they in their haste given the required attention to detail regards the exact sum involved based on an assessment that public has not had sight of, a lease agreement, what is it, a maintenance programme, who implements it?

Torkildsen once said 'failure to plan is planning to fail' - need we say more.

We ask members to defer or reject this application.

Item No.	Application No:	Originator:
5	20/05217/FUL Site of former Sports and Social Club and Bowling Green, Albert Road, Shrewsbury	Sports England (11.08.2022)

Alternative mitigation for loss of the bowling green

1. Noting the contents of your officers report, Sport England does not agree that improving an existing bowling green at Greenfields site as mitigation for the loss of the existing green at Albert Road could be reasonably determined to fully meet the guidance in para 99 of the NPPF part b. Where previously there were two greens, now there will only be one, so there is a net loss of one green. In our view the Local Planning Authority needs to carefully consider whether the proposals should be deemed to accord with para 99 (in respect of providing equitable quantity of provision), or whether the LPA should conclude

that the proposal falls short of equitable mitigation under para 99b), and then to consider if there are any other material considerations that weigh in favour of the current proposal?

2. The contents of the report by Alan Lewis are noted, which sets out a recommended programme of works with proposed costings over a 3 year period. There are two points to make here; the first being that typically the costing of such works are vulnerable to rising costs across the industry, and so the sum being secured may not be sufficient to fully cover the cost of the works towards the end of the 3 year period? There does not seem to be an contingency sum built in? All sums should also be index linked. The club should not be expected to have to top up the sum from their own funds to deliver the package of recommended improvements that are set out in the Alan Lewis report. The 2nd point is that planning condition 5 requires a 10 year maintenance plan, however the sum is only for a 3 year programme of works, so my question is how will the cost of the extended maintenance period (for years 4-10) be met? Sport England are of the view that the section 106 sum should be increased to cover the 10 year maintenance period. This should not fall to the club to have to fund the wider maintenance works required by the planning condition. Reducing the required period of maintenance in the planning condition to three years would be a retrograde step that we would not support. Sport England considers there is a strong case for increasing the section 106 sum to address these points, bearing in mind the sum previously agreed was much greater anyway.
3. Sport England is concerned that the proposed planning condition 5 will not be enforceable on the applicant given that the Greenfields facility is outside the application (red line) boundary. In our view this would be more appropriately secured through the section 106 agreement.
4. Subject to addressing point 2, the quality of the green can be addressed. There is also a need to consider whether the ancillary facilities at Greenfields are of equitable quality? Will the club have access to suitable facilities for changing and a social space?
5. The purpose of the proposal is to relocate the bowling club, however it is not clear to Sport England if this proposal provides security of tenure for the club? A copy of the lease has not been provided, though we understand this will likely be for a 7 year term which is a relatively short period of time? The terms of the lease are not understood? The Local Authority are advised to re-assure itself that the terms of the lease will provide the club with security of tenure at Greenfields. For example, will the terms of the lease provide the club with equitable access to use the green and any associated ancillary facilities for all the clubs various bowling activities including fixtures, social bowling etc?
6. Sport England notes the reference to covering the clubs costs of relocating to Greenfields for 2022 season. I'm not sure what's involved here, if this is a one off relocation cost, or an annual cost for use of the green? If it's the latter, does this have any impact on the club's long term sustainability at Greenfields?
7. Sport England have not consulted with the British Crown Green Bowls Association. There is insufficient time to obtain their views prior to Planning Committee next week. The Council are encouraged to consult them directly to obtain their views.

Ball strike mitigation

8. Sport England have previously objected to the proposed ball strike mitigation which in our view fell short of the recommendations of the original Labosport assessment. An updated ball strike assessment was then provided along with a revised ball stop proposal (see attached plan 23B and the comments provided in the associated email response by Sport England on 13th September 2021). This provides for a 13m high fence to be erected on land outside of the application site on the cricket ground (between the edge of the outfield and the car park). Sport England is therefore significantly concerned that the proposed planning condition will not be enforceable on the applicant given that it is outside the application (red line) boundary. In our view, this would be more appropriately secured through the section 106 agreement. As such we feel the need to raise objection on this point, and would recommend that the ball strike mitigation is secured via the section 106 agreement.

I trust these comments are helpful to you.

Item No.	Application No.	Originator:
5	20/05217/FUL Site of former Sports and Social Club and Bowling Green, Albert Road, Shrewsbury	Shropshire Playing Fields Association (15.08.2022)

SPFA believe the amended proposal before members today is clearly flawed, unfair and contrary to NPPF Paragraph 99 guidelines.

Improving an existing bowling green at Greenfields bowling club should not be used as mitigation for the loss of the existing green at Albert Road.

Where previously there were two greens, now there will be one, so there is a net loss of one green.

SPFA believe it is unfair that the community of Sundorne will be losing a bowling green, and it is unfair that the community of Greenfields will be required to share their limited open space resource with a neighbour.

In September 2021 this committee agreed that a new bowling green of improved quality would be provided at the Sundorne Sports Village by 2023, for a minimum sum of £150,000 payable by the developer.

One year later with rapid inflation and soaring costs, a reduced sum of £82,440 is being proposed, payable over a three-year period, towards refurbishing an equivalent high-quality surface at Greenfields to replace the one that has already been destroyed at the albert road site, as required by NPPF Paragraph 99.

It is SPFA view that the customer that is Albert Road members and Greenfields Bowling club are being short changed by £67,650 on the original agreement.

A sum of money that will be needed to ensure a 10-year maintenance programme is paid for in advance in accordance with condition 5 of the original agreement, and a sum of money that would help meet the spiralling costs that are likely to be incurred in getting a surface of equivalent high quality to the one that has been destroyed.

SPFA have great concerns for the long-term future, viability, and identity of the Remans club as this new proposal makes no mention that would provide security of tenure for the albert road members at their new proposed home wherever that may or may not be.

It is also noted that in paragraph 7 of the officers 106 heads of terms report, doubt has been cast over the likelihood of refurbishing the bowling green at Greenfields, stating `that if this were to be the case then the monies should be distributed to bowling clubs across the urban development boundary of

Shrewsbury'.

We would recommend this paragraph 7 be re-written to limit the distribution to one of three existing clubs in the north of Shrewsbury, being offered in the first instance to Bagley Bowls and social Club, who are currently in great need of refurbishment and investment, or if not them Castlefields Bowls club or St Michael Street bowls club given their relatively close

Shropshire Playing Fields Association would like it noted that as at Monday 15th August 2022 at 12noon, there would appear to be no comments posted by the statutory consultee for this application Sport England.

We believe the case officer received these comments on Thursday 11th August 2022 at 10.51am.

It would be appreciated if the case officer would put these comments in the public domain, and to members well in advance of the planning meeting tomorrow 16th August 2022 at 2.00pm so that all concerned have sufficient time to read them before making a decision.

Item No.	Application No.	Originator:
5	20/05217/FUL Site of former Sports and Social Club and Bowling Green, Albert Road, Shrewsbury	OFFICER RESPONSE

The officer report indicates at 2.2 why Sundorne Sports Village is no longer available as a location to provide a replacement bowling green. The previous recommendation by officers and resolution by members at the September Northern Planning Committee was that authority be delegated to the Head of Service to make any amendments to the recommended conditions as considered necessary as well as to review and finalise the developer contributions to be secured by S106 following further consultation and discussion between Shropshire Council Leisure Services, Sports England and the applicant, agent and landowner.

The application is being brought back to committee as the provision now proposed to compensate for the loss of the bowling green as a result of the development, is materially different to what was previously considered by members.

It is not considered necessary to have consulted or discussed any changes to the wording of the heads of terms and planning conditions with anyone other than in accordance with the officer recommendation and resolution by members. There is no statutory requirement to consult the British Crown Green Bowls Association or to consult with Shropshire Playing Fields Association (SPFA), Shropshire Bowls Association, Greenfields Residents Group or Sundorne Residents Association.

In accordance with the resolution by members, discussions have been ongoing since the September committee between the applicant, Albert Road (Sentinel) Bowling Club, Greenfields Bowling Club, Shropshire Council Leisure Services and Sports England. Sports England have also been consulted in writing as they are a statutory consultee with regards to the potential impact of the development on the adjacent playing field and have provided a written response.

Officers have reviewed the comments made by Sports England and accept that this revised proposal might not be considered to fully meet the guidance of paragraph 99 of the NPPF with regards to quantity of provision which is a material consideration. The relevant development plan policy is CS8 that seeks to protect existing facilities that includes recreation and sports facilities. However, and as with all planning decisions,

there may be material considerations or benefits to a proposal that outweigh any conflict with relevant policy and the NPPF and a balanced decision needs to be reached having regard to the development plan and all material considerations.

The bowling green at Albert Road is no longer available for play and was not in the best condition before it was closed. There are 2 bowling greens at Greenfields and one is surplus to the requirements of the Greenfields bowling club and this redundant green needs significant works and upgrading to bring it up to the required standard for play. The revised heads of terms will secure a financial contribution for the total refurbishment of the redundant green at Greenfields over a 3-year period as outlined in the Alan Lewis report in addition to a financial contribution to cover the future maintenance of the refurbished bowling green for a further 10 years (13 years in total). This is considered to be a significant benefit compared to the existing situation with both bowling clubs having no prospect of securing funding to maintain and upgrade either of the greens to a satisfactory standard. Furthermore, the Albert Road bowling green is no longer available for play.

Having regards to the comments made by Sports England and the SPFA the following amendments to the heads of terms (additions in red) are now recommended by officers:

S106 Heads of Terms:

- Open Space Contribution of £60,139.00 to be paid prior to occupation of the last dwelling.
- 1 affordable dwelling and an affordable housing contribution of £12,668.40 in respect of the balance of 0.2 to be paid prior to the occupation of the last dwelling.
- A clause that the Open Space contribution and the 0.2 Affordable Housing Contribution would not become due if all of the dwellings were provided as affordable.
- Prior to commencement of any material operation (as defined by Section 56(4) of the Town and Country planning Act 1990 but excluding the demolition which has already taken place on site) a payment of £3,000 shall be paid to Shropshire Council to facilitate the relocation of the Albert Green bowling club to Greenfields Bowling Club for the 2022 bowling season.
- Shropshire Council shall transfer the £3,000 to Albert Green Bowling Club once received and shall not use for anything else.
- Prior to commencement of any material operation (as defined by Section 56(4) of the Town and Country planning Act 1990 but excluding the demolition which has already taken place on site) a payment of £82,440 plus a contingency sum of ****% (both indexed linked) shall be paid to Shropshire Council to pay for the programme of improvements to the redundant bowling green at Greenfields Bowling Club indicated in the Bromford Bowling Green Assessment 2022 by Alan Lewis or if it does not become possible to refurb the redundant bowling green at Greenfields for whatever reason for the provision or refurbishment of bowling facilities within the urban development boundary to the north of Shrewsbury.
- That Shropshire Council will not use the £82,440 plus the contingency sum of ****% for anything else other than phased payment to Albert Green Bowling Club or a party nominated by them to be used for the refurbishment of the redundant bowling green at Greenfields in accordance with a funding agreement and the

specification indicated in the Bromford Bowling Green Assessment 2022 by Alan Lewis, or if it does not become possible to refurb the redundant bowling green at Greenfields for whatever reason for the provision or refurbishment of bowling facilities within the urban development boundary to the north of Shrewsbury.

- Prior to first occupation of the development a contribution of £**** towards repair and maintenance costs of the ball strike fencing erected between the Site and the cricket club boundary shall be paid to Shropshire Council.

- Prior to first occupation of the development a contribution of £**** towards the repair and maintenance of the refurbished bowling green at Greenfields for a ten year period following the refurbishment shall be paid to Shropshire Council.

- That a sum of ~~£650~~ £1950 shall be paid to Shropshire Council to pay the legal fees for the preparation of the funding agreements and a sum of £1050 plus VAT to cover the costs of monitoring the agreement and the works being undertaken in accordance with the Alan Lewis specification

The legal fees sum has been increased from £650 to £1950 to cover the additional cost of the Council entering into separate funding agreements with Albert Road (sentinel) Bowling Club for the refurbishment payment, and Greenfields Bowling Club and Albert Road (Sentinel) Cricket Club for the payment to cover the costs of the future repair and maintenance of the refurbished bowling green and the ball stop fencing respectively. The amount of the repair and maintenance costs for each has not yet been agreed.

The additional contributions for repair and maintenance of the re-furbished bowling green and the ball stop fencing have been added to the S106 as Sports England have rightly pointed out that both the cricket ground at Albert Road and the bowling green at Greenfields are not within the applicant's ownership and therefore this cannot be secured by planning conditions as originally indicated. The following amendments are required to conditions 5 and 8 to take account of the comments made by Sports England and what will now be secured by the s106 instead of planning condition:

5. Prior to the first occupation of the development a maintenance and management plan for the refurbished bowling green at Greenfields Bowling Club to include a maintenance schedule and management responsibilities for future repairs and maintenance for a 10 year period following the refurbishment being carried out in accordance with the specification indicated in the Bromford Bowling Green Assessment 2022 by Alan Lewis, shall be submitted to and agreed in writing with the local planning authority.

Reason: To establish the future management and maintenance of the refurbished bowling green at Greenfields Bowling Club.

8. Prior to commencement of works other than demolition full details of the design and specification of ball stop mitigation (ball strike fencing) between the site and the cricket club boundary, including details of management and maintenance responsibilities, shall have a) been submitted to and b) approved in writing by the Local Planning Authority following consultation with Sport England. Prior to first occupation of the development the ball stop mitigation shall be installed in full strictly in accordance with the approved details.

Reason: To protect the proposed development from ball strike.

Condition 8 is still worded as a Grampian style condition which allows for off-site works (the provision of the ball strike fencing) to be secured prior to occupation. The financial

contribution for future maintenance of the ball strike fencing does, however, need to be secured by S106 (as now proposed) rather than planning condition.

Whilst the proposal will result in the loss of one green (quantity of provision) the revised heads of terms will provide for an improved quality of provision including a maintenance fee for an additional 10-year period of the re-furbished bowling green at Greenfields. It has also been confirmed that the ancillary facilities at Greenfields are more than adequate and are therefore of equitable if not better quality than at Albert Road and that the club will have access to these facilities as and when they need them.

A 7-year lease is currently being drawn up between the two clubs and should be available in the next couple of weeks giving some security of tenure to Albert Green bowling club to be able to play at the green that will be refurbished at Greenfields. However, it must be borne in mind that it is the recreation ground and not the club that paragraph 99 of the NPPF seeks to protect. In addition, Albert Green bowling club were always going to have to look for somewhere else to play as they had no lease or arrangement in place with the current landowner at Albert Road.

The heads of terms have also been revised so that there is a contingency built into the contribution and that it should be index linked. The £3,000 fee for the 2022 season is a one-off payment to help the club with costs associated to moving to Greenfields this summer and will not be required to be paid for future years.

Having regard to all the above and that the final figures have not yet been fully agreed for the contingency fee and the maintenance contributions, the officer recommendation remains the same but with the revisions to the heads of terms as follows:

Recommendation: Grant permission subject to the conditions as set out in appendix A of the report and as amended in the additional letters schedule and delegate to the Assistant Director of Economy and Place to review and finalise the revised S106 heads of terms set out in the additional letters schedule and make any amendments to the recommended conditions as considered necessary.

Item No.	Application No.	Originator:
7	22/01825/FUL Land North of Edstaston, Wem	Objectors

Three late representations of objection have been received from local residents. The main points of objection relate to:

- Were not notified of application.
- Drainage on this ground is a problem. This will be exacerbated by effluent washing from stables to our property which is on lower ground.
- Stabling is too many for the land available.
- Field is 1.16 hectares (2.866 acres). Building of stables and access road will reduce amount of pasture land for grazing available.
- Think aim is eventually to convert the stable building into a dwelling on pretext the horses will need constant attention.
- Are concerned about siting of proposed toilet close to Bears's Den, with resulting smell and health risk. Furthermore, pile of horse muck near a house is undesirable.

- Husbandry. Rule of thumb for horses is one acre grazing per horse, less if supplementary feeding. Field has roughly two acres of grazing, plus some supplementary feed. To accommodate six horses is far too many suggesting overcrowding to detriment of horses.
- Lack of information about site maintenance, dealing with horse droppings, stable cleaning, horse washing and about site security. Are there are enough resources to adequately maintain this site in all its aspects?
- Site is next to fast road with frequent large trucks/tractors which can spook animals. Who will deal with evening/night-time incidents if they happen?
- Field is not bounded completely by hedges. Is some barbed wire fencing in parts, which is not good bedfellows with horses.
- Gentle exercise can take place within field but the horses are competition animals that need serious exercise and training. They will also be transported to events. All such activities take place off site and entail taking/returning each horse by van/trailer. Will be noise from these activities. Is no indication of the frequency of these movements, which impacts the issue of safety.
- Additional noise, lighting, possible pollution and inconvenience to neighbouring properties.
- Use of lane by The Smithy before/during construction of new entrance to field.
- A better solution should be found than taking the horses to the lanes of Whixall, with current traffic densities, large tractors, and silent cars. .
- Safety. Is well-known danger spot. To add further, frequently used exit, on to this section is risk not worth taking. Traffic moves very fast, often above 60 mph speed limit. Is advisory 40 mph limit but sign is often hidden in hedge/few take notice of it. Slow moving horse vans/cars with horse trailers with limited visibility of both-way traffic, entering this road is asking for trouble. Visibility will be impeded by telegraph pole close to proposed bell exit. A mirror is to be placed facing our lane almost opposite to the Smithy lane, accepting dangerous nature of this section of road, to lower risk of collision.
- Access to field will have to cut through banking, with an incline of about 1:10. Sides will have to be sealed to prevent soil erosion and water spreading from field. This has potential to create flooding on B road. Seems Shropshire Council have not yet agreed to use of their land. If they are not in agreement then this proposal cannot proceed.
- Do not want more light pollution. Want good husbandry and safe roads, and this proposal falls short. Sole benefit is reduction of travel time for owners and for them that is significant. Are no benefits to local community, only risks which are greater.

Officer response – No new material planning considerations are considered to have been raised in the late representations of objections. The objections raised largely relate to issues of objection already raised by the Parish Council and as such are discussed in the committee report.

On some additional points officers would comment that a) lighting concerns can be addressed by imposing the recommended external lighting condition; b) the access would need to be constructed to the Council's Highway standards, incorporating for the drainage thereof and c) the application before the Council for determination is for stabling and private equestrian use. Any future proposal for any alternative use would need to be

considered against prevailing planning policy and on its merits at the time any such application was received.

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