

Compilation of comments on developers draft Section 106 agreement in relation to planning applications re King's Cross Railway Lands

***These comments on the Developer's draft of the Section 106 have been submitted to Camden Council officers but we think it unlikely that they will be conveyed to members in the context that they were made. The differing styles of reflect the fact that they have been produced by a variety of groups.***

## **EMPLOYMENT AND TRAINING**

**KING'S CROSS SECTION 106 – THE COMMUNITY'S** requirements will be carried out **every 6 months** (delete 2 years). **The typologies of jobs and the skills required shall be specified.** The first projection of the Developer's construction employment requirements for the carrying out of the Development has to be provided **before the works start** (delete within 3 months). [Developer's draft section 106 - page 24 paragraph 9.]

2. The Contractor's Forum – to co-ordinate ideas on construction employment and training initiatives across King's Cross Central – **shall work with and involve voluntary sector training providers** (delete reasonable endeavours). The following points should be added:

**D) The training shall include work experience.**

**E) Working hours have to be reasonable to avoid only temporary workers applying.**

[page 25 paragraphs 10. and 12 and page 28 (3.)

**3. Monitoring information shall be made available to the Council and the third party interested (voluntary sector training providers).** Without external monitoring there can be no confidence that the requirements of the Section 106 have been implemented. **The Implementation Panels** (page 77) **shall include an Employment and Training Implementation Panel, with the involvement of voluntary sector training providers.** [page 25 paragraph 14.]

4. The CTC Workplace/Construction shall work with contractors and **voluntary sector training providers. After the Termination date (see page 22) the CTC will cease to exist despite the**

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**fact that local people may still need training in the construction field. An option would be to merge the CTC with the Skill and Recruitment Centre.** [page 28 paragraph 2.]

### **Skills and Recruitment Centre**

5. The Labour Market Model ('high quality information about the likely job opportunities within the development') to be provided every **6 months** (delete 2 years). [page 31 paragraph 8.]

6. The charitable trust could see the transfer of this asset to the local community. The section 106 funds for professional advice shall go to the **third party interest (voluntary sector training providers)**. **This transfer should be discussed now, not be left at the end.** [page 31, paragraph 11]

7. The Developer, the Council and the **third party interest (voluntary sector training providers)** shall work together to provide employment and training opportunities. [page 31, paragraph 13]

8. A Family Fun Day for women returners seems patronising; **the provision of childcare support and flexible working should be added.** [Page 33 paragraph 2. D ]

**Add and include dedicated Somali and Bengali outreach workers to support the needs of BME communities.** [page 33, paragraph 2 K ]

### **Small Business Space**

9. The developer shall provide leases for **99 years**. The term 'for an agreed period' creates uncertainty. The amount of space provided should be **40,000 sqm** instead of 4,000 sqm for B1 floorspace and **5,000 sqm** for voluntary sector office space instead of 500 sqm. [page 38 paragraph 1.] Among criteria and priorities to be agreed should be **rent control**. [page 38 paragraph 2]

### **Local Business Support**

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10. Only the KX Business Forum is referred to, so the needs of the corporate sector are supported but there is no mention of local businesses. The Developer shall liaise and provide marketing assistance to the King's Cross Business Forum, **voluntary sector training providers and local businesses.** [page 40 paragraph 1.]

### **COMMUNITY FUND AND COMMUNITY MEETING**

#### **FACILITIES**

**Author: Cultural Interchange Partnership**

**Cultural Interchange** is a partnership comprising community and cultural groups in the Impact Zones of the proposed Kings Cross Central Development. Our aim is to nurture our separate cultural activities, and to share them with one another, thereby increasing mutual understanding and encouraging a harmonious and tolerant community.

- **Partners include:** Asian/Bangladeshi Cultural Performers Group, Bengali Workers' Association, Bengali Education Centre, Bengali Women's Forum, Camden Central Community Umbrella (representing 70 community groups), Congolese Artists (Suku dia Kongo), Cooper's Lane T.A, Goldington Tenants, Kings Cross Railwaylands Group, Sohan Somali Artists, Camden Somali Forum, British-Somali Association, START, Scene and eard, Teatro Technis, Jellicoe-Neville Performing Arts. We are also in discussion with organisations on the Islington side of the development, such as the Copenhagen Youth Project, who have expressed strong interest.
- We wrote to the Developer on Feb 15 2006. He replied on June 10 that he would like to help but could not till planning was finalized. We believe that our concerns should be dealt with under S106.
- As yet no mechanism exists for consultation with the community about access to the Public Realm for festivals and other community events.

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### ***Our response to the Developer's Section 106 Proposals is as follows:-***

**Community Meeting Facilities** (pages 45/46): Area specified is a minimum 370 sq metres = 15 X 25 metres – a small meeting space suitable for 50 people. And what of a kitchen? And public toilets? And storage areas? Performance space? And a community café? And classes? And IT music facilities for otherwise disaffected youth? And activities which could lead to a measure of self-funding? The s

space allocated for community facilities should be tripled, and basements added where practicable.

Clause 2 on page 46 says: "As an alternative to constructing the Community Meeting Facilities the Developer may *at its discretion* provide such facilities within alternative public buildings within the Development." This could lead to a farflung hotchpotch. We want to be in proximity to one another, and to be conscious of ourselves as a whole community.

#### Location and Facilities of Cultural Interchange Centre

This should be in pleasant natural surroundings, near to the canal – ideally in Gasholder 8, which the Developer has suggested could be a place for young people to skateboard. We support skateboarding – but once on the site, let us encourage young people to participate in other activities there – IT music, art, sculpture, performing arts. There should be an inspiring programme of visiting entertainment, and a speakers/debaters/rap artists' forum.

We must consider every culture in our community, and the distinctive heritage of the Kings Cross area. There should be a museum, or gallery, of the industrial and social history of the area. This should include the history of our railways and of the Irish and others who built them. Our more recent cultures must also be represented in such a gallery.

Part of the Public Art fund of £1.75 million should go towards such a museum/gallery. We suggest that first rate artists be encouraged to the Development, and in exchange for reduced studio rents, give some art classes at the Centre.

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**Design of the Centre.** There should be input from the community while the centre is being constructed. Cultural Interchange Partners are impressed with the beauty, flexibility, design, quality of materials and furniture, and the harmonious integration between interior and exterior construction and landscaping apparent in the Bromley-by-Bowe Centre. We also recommend the inclusion of art as a healing agent in the proposed Primary Care Health Centre.

**Funding.** Part of the Social and Community Fund (pages 43-44) should be allocated as early as possible to a qualified worker to facilitate negotiations between the parties (Council, Developer, Community) and to make match-funding applications, and to help get the centre established. The Fund should continue to assist the Cultural Interchange Centre, which will provide continual service to the community.

**Management.** A not for profit limited company with a board from community and cultural groups., evolving from the existing Cultural Interchange Partnership.

**Employment and training.** The Cultural Interchange Centre will do all in its power to facilitate the operations and activities of the Construction and Training Centre and Skills and Recruitment Centre (page 31, 9 (1) and page 28, Section 3) by engaging trainees in the physical development of the Cultural Interchange Centre. We will also seek funding for bursaries to drama and art colleges, and to the proposed Academy on the site, for young people who have shown exceptional promise in performing art and fine art classes which Cultural Interchange will run.

**Community Enterprise.** The Cultural Interchange Centre will develop expertise in the area of understanding and exchanging cultures in such areas as the arts, history, philosophy, debate and speakers' panels. From this will evolve **courses** for those who wish to specialise in these areas, such as arts managers or Ph D students. We shall enlist the advice and assistance of university departments, e.g. at UCL, and encourage visits by international students – e.g. from Goodenough . We shall seek funding from appropriate agencies for such courses, and where equitable, charge fees.

We shall run a community **café** and investigate other community enterprises, including the hiring out of our spaces. We shall

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develop an international cuisine initially reflecting the cultures in our area, and arrange themed dining, with relevant performance and art displays.

**Small Businesses on the Development Site, Local Businesses and Business Volunteering.** Cultural Interchange will work closely with these.

**Provision for Young People.** We have tried to contact youth providers who are either on holiday or so busy with summer activities that they are too busy to deal with S106 at present. We urge that the Council ensure that youth providers are fully involved in S106 as soon as possible.

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### **REQUESTED CHANGES TO S106**

**Cultural Interchange Partners urge that the following changes be incorporated in S106:-**

**Page 44 – Social and Community Fund.** Add after para 1: At least £40,000 of the first £100,000 paid to the Council should be devoted to the inauguration of the Cultural Interchange Centre, as a principal agent in social and community activities. This amount would initially employ a worker on a pro rata basis, and begin a programme of arts and other activities.

Add after para 2: At least £300,000 of this £900,000 paid to the Council should be devoted to the development and running of the Cultural Exchange Centre, for as long as the Cultural Exchange Centre and its Board legally and effectively discharge their function as a principal agent in social and community activities.

Add after para 3: The Board of the Cultural Interchange Centre should have input in these agreements, as a principal agent in social and community activities.

In para 4, line 4, add after "Community Fund and Clause 3", the following: "Any such sums not so applied should be allocated to the Cultural Interchange Centre to be applied towards the proper purposes of the fund, and if they are not so applied, the Council shall repay to the Developer any such sums not so applied, together with....(remainder of para 4 as is).

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**Page 45. Community Meeting Facilities.** This should be altered to "Accommodation of not less than 1000 sq m, plus basements where these can be built, all of which should preferably be in Gasholder 8, and its vicinity. This accommodation should predominantly be for a Cultural Interchange Centre, which should contain flexible performance/meeting/concert/film spaces, IT music workshop facilities, studios for art classes, storage facilities, and a museum or gallery containing the industrial and social history of the area, and representing our various cultural groups, both long established and more recent.

**Page 46.** add after Para 2. "Such alternative public/community buildings should be clustered so as to form an organic whole, both in relation to one another and to the intervening landscape, and design, materials and minimum sizes should be agreed by the Developer, the Council, and the Board of the Cultural Interchange Centre."

Para 3. delete "if they are required to be completed."  
Add after para 3 "The Management of the Cultural Interchange Centre should be the preferred alternative body, as they will directly represent the community's needs in regard to Community Meeting Facilities. If the Council retains the lease it should be administered by the Council in association with the Management of the Cultural Interchange Centre.

**Page 65. Public Realm.** Obligations. Add at end of this section: "The Council, The Developer, Cultural Interchange, START, Camden Square Festival Organisers and Kings Cross Festival Organisers and organisers from Islington shall confer every quarter regarding community festivals and other community activities on the Public Realm."

**\* See resolution approved by KX Development Forum on 23 August..**

### **LEISURE**

**Author: King's Cross Railway Lands Group**

KCHCL ( King's Cross Health Company Limited), a joint venture company with shares 50% council and 50% developer, is to be

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established to provide leisure facilities on the site. There is no indication of community involvement or participative decision making.

Leisure is divided into Indoor Facilities ( Leisure and Sports Hall) and Outdoor spaces (Multi use Games Area and Local equipped area for play). There is no clear indication if these spaces will be an extension of the public realm with free play and local access. The only indication on the section 106 is that, possibly, the main Multi Use Games Area could be provided on the roof of one of the areas T1. If so this should be additional public realm and not lead to a reduction of public realm at ground level.

Details of the KXHCL shows a possibility of a sub-lease of 20 years to an independent operator . There is no detail on guarantees that the Leisure Facility and Indoor Sports Hall will remain for local residents. The section "minimum level of services that the operator should always provide" is limited to management and maintenance and does not cover accessibility and access for locals.

### HEALTH

**Author: Camden Central Community Umbrella (CCCU)**

**There should be clauses added to the section 106 which commit the Developer to work with the PCT and the community to provide specific health provision as described below.**

The proposed health centres are welcome but they must meet the diverse needs of the community which were clearly stated at the last CCCU Convention. Health facilities should include recognised complementary therapies, physiotherapy, dentistry, podiatry, counselling and bi-lingual clinics. Consequently there should be support staff who speak community languages. There is concern now over the shortage of GPs and GP surgeries in London and the PCT needs to ensure that there is adequate long term provision.

New health centres should be suitable for a wide range of health related services.

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The provision of a large building that can be adapted to changing needs in health would be the most sensible. More health will be provided in the community in the coming years and this should be taken into consideration. Provision should be made for minor/day surgery so maybe space for a day ward is a far-seeing approach. Space should be provided large enough to run health days for different communities, health related meetings for local residents, etc.. Here is a great opportunity for a holistic health centre that is not focussed solely on the medical view of health. In fact the health centre could be just part of a healthy living centre of which there are now some excellent examples in the country.

Space could be provided for a Centre for Independent Living and/or at least a disability equipment showroom and store. The physiotherapist should have space large enough to work with several patients with necessary equipment as well (mini gym and perhaps small heated pool)

There is an opportunity for a really exciting building answering many of the health needs of the local community.

### **TRANSPORT**

#### **Author: King's Cross Railway Lands Group**

There are five main overall concerns in the transport sustainability of the scheme.

1. Already prior to the approval under section 106 conditions of the scheme, TFL expressed worries analysing the amount of congestion and problems already existing in the area. The construction of St Pancras international station already showed strong problems for congestion and movement. TFL complained to the developer that, if substantial improvement would not be implemented prior to the construction of the scheme, this would result into an un-sustainable traffic impact in the area. Finally the additional prospect of 30 000 new jobs to the south of the canal would result in the complete congestion on the current overcrowded railway and tube of the area.

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1. The main overall transport program is all balanced on the southern part of the canal where the only underground and trains connections exist. This reflects an unbalanced view of the rest of the area particularly York Way and from and to Islington. Maiden Lane station re-opening would improve but would not change the un-balanced vision of the transport scheme.
1. Network Rail transport inter-change became a strategic project for the resolution of the planning application but it was not part of the original scheme. This creates only additional and un-balanced vision in the front part of the area. The scheme should have been implemented to work for every part of the area without compromising the enormous linked southern part of the canal and the cut-off and segregated northern, eastern and western areas. Lots of concerns have already been heard on improvement to bus services. Transport interchange would mean integration of all type of form on transport . Here we go back to the main concerns that TFL expressed indicated in point 1.
1. The Cross River Tram makes necessary the construction of a boulevard, the demolition of a substantial part of existing public housing stock and the creation of a little park in the north of the scheme. .
1. The Council left all obligations on Green Travel Initiatives and Travel-co-ordination to the developer. LB Islington Environmental Health Officer already expressed their concern on the Environmental Impact that the scheme will have on an already fragile environment. Under the obligation on Green Travel Initiatives there is no indication of a clear reduction in the use of cars. This is clearly showed in the scheme by a huge car park at the end of the residential area. This means constant traffic to and from the inner core of the railway land.

### **CODE OF CONSTRUCTION PRACTICE**

The Code of construction practice is extremely important to people living around the King's Cross Railway Lands. The Cally Rail group, which has proposed the amendments below, was deeply involved with the legislation governing the building of the Channel Tunnel Rail Link. Its considerable expertise informed the residents of

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Cooper's Lane in using the legislation to prevent the 24-hour working that the CTRL company tried to implement. Subsequently CTRL admitted that it found the alternative, of liaising in detail with the residents about when noisy work could be carried out, was actually quite beneficial. The 24-hour working would have damaged the health and wellbeing of the residents. Getting the details of the Code of Construction Practice right is one matter that Councillors should attend to in detail.

### **CODE OF CONSTRUCTION PRACTICE**

#### **Author: Cally Rail Group**

The issues are covered by Obligation 77 of the Heads of Terms. Cally Rail Group made a detailed submission on this to the Camden Committee on 8<sup>th</sup> March. Members asked questions about it by email between the two Sub-Committee meetings and officers produced written responses to them before the meeting on 9<sup>th</sup> March. Two answers refer to the Code of Construction Practice.

The first question was *'Can there be community involvement all the way through the process including each application i.e. the Forum still continues? By 106?'*

Officers answered: *'Short answer is yes, that has always been our intention, as long as the wide spread of outreach is maintained. I would expect involvement in design, in working up proposals for community facilities, the use of the community fund, **finalizing the Code of Construction Practice**, etc. The Access Forum and the Business Forum expect continued involvement too, which we can deliver. We are hesitant about seeking developer contributions to running the Forum as it might affect its independence, so it's a point for Camden and Islington really, especially on resources.'*

The other was directly about the Code: *'Would the Cally Rd conditions be acceptable for construction?'*

The answer was *'These are numerous, detailed and often not appropriate to conditions. Most are expected to be followed up in finalizing the 106. In order to get this note to you we will follow up separately.'*

So far is known, no separate 'follow up' has been produced by officers. It should also be noted that the Cally Rail Group deputation

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asked for conditions or obligations as appropriate. It seems that as a result of these answers the Sub-Committee did not raise construction issues in the meeting.

The Islington Sub-Committee on 18<sup>th</sup> April did consider the same issues. They decided that:

'In respect the head of term 77 of the Section 106 agreement the following should be added as key specified commitments in relation to the triangle site of the revised Code of Construction Practice dated September 2005 together with any amendments that may be agreed from time to time:

- A mechanism for local residents' representatives to be represented on the Kings Cross Construction Impacts Group and the developers and their contractors should jointly discuss draft construction plans and monitor their implementation with the Council and residents through a mechanism based on the tripartite 'St Pancras model' currently used to deal the CTRL works in that area.
- An undertaking that construction impacts will 'not be worse than' those predicted in Part 23 of the Environmental Statement.
- 'Public relations' should include provision of good quality, timely and well-distributed information on construction impacts to local households and businesses; a comprehensive complaints procedure; and a dedicated helpline at all times of works.
- Precise and restrictive conditions on the occasions when working outside the core hours will be considered to be justified.
- There should be a full assessment directed to reducing road miles for construction materials and waste.'

The CoCP is meant to cover the whole development. These matters should be incorporated into the Main Site section 106.

**\* See resolution approved by KX Development Forum on**

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**4 September.**

## **HERITAGE**

**Author: Kings Cross CAAC's and Industrial Buildings Preservation Trust's response to the Heads of Terms for the Section 106 Agreement**

All references are to paragraphs in the Heads of Terms

### **Housing**

Housing, paras. 4 & 10 of the Heads of Terms

Paragraph 10 stresses the need for good integration of affordable housing, yet still requires none south of the canal. Paragraph 4 mentions the 74 units south of the canal but implies they no longer exist, as opposed merely to being empty.

### **Heritage**

Heritage obligations, pp. 11-12, paras. 66-69

The first reaction to these must be surprise that only the two types of Gas Holder Guide Frames are covered. There were no less than 9 applications involving heritage; where are the obligations concerning the Granary, the Canopies, and especially Stanley Buildings South?

It is also troubling that, while all the obligations to do with education and housing, for example, state bluntly what the developer will have to do, those concerning heritage and environmental matters (green travel initiatives, public realm delivery) say merely that the developer should use 'reasonable endeavours'. This leaves too much scope for failing to meet the obligations.

However, the requirements concerning the Gas Holders Guide Frames are welcome, as long as their delivery is guaranteed.

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## **Public realm**

### Public Realm Delivery, paras. 112-119

A number of heritage buildings and structures are mentioned here, but nothing more than 'reasonable endeavour' is required to protect and enhance them (as per the requirements of PPG15).

## **Canal and Waterspace enhancement works**

Paras.129-135.

We would like the Regents Canal CAAC and the Kings Cross CAAC to be consulted on the implementation of these obligations.

## **Camley Street Natural Park**

Para. 149, "The Developer will purchase corporate membership etc."

Is there a danger that this will give the corporate occupiers undue influence over the future management of the park?

## **Support for Implementation Panels**

Para. 152.

This is welcome (although again only 'reasonable endeavour' is required from the developer). The panels should include local heritage organisations as well as the national bodies. We would like it to include, among others:

- SAVE Britain's Heritage
- Greater London Industrial Archaeology Society (GLIAS)
- Victorian Society
- Industrial Buildings Preservation Trust
- Kings Cross Conservation Area Advisory Committee

## **Environmental sustainability**

### Environmental Sustainability, paras. 158-186

No mention is made of the embodied energy in the buildings proposed to be demolished.

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Retaining and refurbishing these would undoubtedly be the most sustainable solution, as advised by government.

No mention is made of the possibility of adding energy saving devices – wind turbines, solar panels or photovoltaics – to the retained heritage buildings. IBPT feels there is no reason not to do this. Similarly the heritage buildings should be part of the CHP and black/grey water and rainwater harvesting obligations.

Para. 177, "The Developer to use reasonable endeavours to

(a) re-use ... historic surfaces which are reclaimed during the construction of the development.

(b) market and sell to third parties any such historic surfaces which are reasonably capable of recycling and are not used as part of such works."

We would prefer such surfaces to be re-used on site, but if not we would make a strong requirement that they are not to be destroyed.

### **Green Travel Initiatives**

#### Green Travel Initiatives, paras. 196-207

Retention of the historic housing south of the canal would be a major contributor to the green travel plans, as an early community established in the existing buildings would be in place to take work on the site as it develops, walking to work and not putting additional load on what will be a very stretched public transport system.

### **Other Relevant Policies**

#### Comments on other relevant policies

Policy KC4 of the Revised Deposit Draft of the UDP requires 'early provision of social and intermediate and other housing [as] a significant element of each major development phase.' Paragraph 9.45 mentions retention before replacement of the 74 units currently existing south of the canal. Surely this implies an intention to retain the historic housing south of the canal yet is subtly altered by paragraph 4 of the Heads of Terms.

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The Policy paper connected to the Heads of Terms report summarises ch.13 of the new UDP, dealing with the Kings Cross Opportunity Area, without once mentioning heritage, history or conservation. On the other hand, in S7 of the Built Environment (Section 3) the paper states that 'the Council will seek to protect and enhance the Borough's historic environment and ensure that all development is designed to the highest standard and protects and enhances its surroundings'. Why is Kings Cross exempt?

Kings Cross CAAC and IBPT continue to resist the demolition of Culross Buildings and Stanley Buildings North, believing their retention would contribute vastly more to the regenerated area than their demolition and replacement by office blocks.

They also wish to see stringent requirements for the treatment of the retained Stanley Buildings South, the embedment of which cannot be called protection and enhancement. To embed it in a new building is completely to disguise its original purpose, and this we can not condone.

They believe that environmental sustainability is better achieved by conservation of buildings rather than the creation of new ones.

In all, they believe that while the Heads of Terms are stringent in social and economic terms, they are lacking in the requirement to protect the historic built environment. In fact, with proper attention, the historic built environment can play a major role in social and economic regeneration. For reference, see the English Heritage/RICS/BPF/Drivers Jonas report, "Heritage Works: The use of historic buildings in regeneration", which opens with the neighbouring Regent's Quarter, an area that was so nearly lost and is now so successful.

### **HOUSING**

**Author: King's Cross Railway Lands Group**

**Definitions of affordable housing elements**

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2.1 Subsequent changes to published housing criteria/documents shall be imported into the s 106 agreement to ensure the standards of the day are met.

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2.5 Alternative Housing Provider (AHP) criteria to be defined. To include registered social landlords, housing co-ops, community land trusts and other appropriate bodies that meet the criteria of the Council and the Regional Housing Board.

2.10 Other categories of key worker to be agreed in writing with the Council **and** the Regional Housing Board

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2.15

c) Clarification needed about who the nominations agreement is with. The Council, or social housing provider, or other.

d) The AHP should satisfy **all** requirements of the invitation to tender

Add new f) The Qualifying Terms to be drawn up by Council and developer with tenant involvement (through a tripartite process in which third party interests are represented). They shall include social objectives such as customer care and user involvement in the management and maintenance of the social housing. This should be in conformity with Camden's Housing Strategy.

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2.19 The developer wants to deliver shared equity intermediate housing as this is the most lucrative. Regulation is required if local housing needs are to be met.

2.22 The Council to seek advice from the KX Access Forum on which wheelchair standard should be followed.

### **Timing of delivery of affordable housing**

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3.4 Where will the initial social housing go? We request full involvement in determining the precise phasing and scheduling that is implied.

### **Baseline mix**

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4.1 The space standard of 48 sq m should be increased to meet European standards, to achieve lifetime homes and ensure adequate circulation space and bed space.

4.2 Any variation of the social rented provision shall be agreed with the third party interest as well as Developer and Council

### **Wheelchair units**

5.1 The identification of demonstrable need and the delivery mechanisms should be resolved before the commencement of the development and with the full involvement of the KX Access Forum

5.3 The results of the research to be made available to the Council and the KX Access Forum.

### **Car parking**

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6.1 The car parking standard shall be the same for social rented, intermediate and market housing. The standard shall be 0.25 spaces per unit (that is 75% car free housing).

### **Affordable housing transfer price**

8.1 The transfer price is not given (see Schedule Y). There is a contradiction between 8.1 "will not preclude a higher price being paid" and 8.3 "the developer will not be able unilaterally to change any Transfer Price as the development proceeds". Clarification is sought.

### **Tendering/ Procurement**

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9.5 The tender list will include AHP's nominated by the third party interest [Camden Town District Management Committee and/or other appropriate body] and will be provided to the Council and DMC at least one month prior to the issuing of an invitation to tender.

9.6 The invitation to tender will be issued to **all** AHP's on the list referred to in 9.5. Delete "as the Developer deems appropriate". This gives absolute discretion to the developer. The response time

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to the invitation to tender should be **6 weeks** to encourage smaller AHP's to respond.

9.7 Delete "and to other AHP's at the Developer's discretion" which undermines the tender process.

9.9 A Tender Panel made up of the Developer, Council and third party interest will review the responses. Interviews may be held to assess those qualifying terms which are social objectives.

### **First stage of cascade mechanism**

9.10 The cascade mechanisms could seriously undermine the social housing requirements. The Transfer Price is changeable and the Developer has sole determination as to whether its required Transfer Price has been achieved. This provides unfair protection for the developer.

Delete in a) and b) "provided that the transfer price is achieved "

### **Transfer of the affordable housing**

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9.11 and 9.13 Replace "reasonable endeavours with **best endeavours**" and replace 6 months with **one year**. The Council and the "third party organisation" [Camden Town District Management Committee and/or other appropriate organisation] will be included in the contract discussions.

### **Second stage of the cascade mechanism**

9.14 The meaning and implications of "will not rely on grant" to be explained. It suggests operating outside the Housing Corporation framework and costs being higher.

9.15 delete "prioritises" and replace with **"delivers the provision of social housing in paragraphs 1.4 and 1.5"**.

### **Expedited Procurement of Affordable Housing**

9.16 Delete in its entirety. This enables the Developer to transfer the Affordable Housing to whomsoever they want without a tendering process.

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### **Provisions re Specialist Social Rented units**

9.17 Replace 6 weeks with **3 months. Prior to any decision by the Council to delete the specialist units for the frail elderly there will be full discussion with the third party interest.**

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9.18 b) delete "shall not exceed" and replace with "**shall match**"

c) delete "affordable housing" and replace with "**social housing**"

The cascade provisions 9.1 – 9.9 apply and not 9.10 – 9.15

9.19 Delete as this amounts to unfair protection.

9.20 Delete "and/or if the cascade mechanisms are triggered"

### **Housing delivery plan**

10.1 ...by a Housing Delivery Plan which **sets out the involvement of the "third party interest" [ DMC]**

### **Staircasing receipts**

11.1 Delete (c)

11.2 Delete. The reason is that all receipts shall go towards improving the affordability of intermediate units, including key worker housing.

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11.3 Delete. The reason is that the developer shall still ring fence receipts coming in after 15 years.

### **Sustainable Estates Lettings Policy**

12.1 The Lettings Plan will be subject to agreement with "the third party interest" [Camden Town DMC]

12.2 The review of the Lettings Plan will be in agreement with "the third party interest" and will take into account the characteristics of the existing community **within CIZ.**

12.3 Add as criteria for the local lettings plan h) overcrowding, i) disability, j) racial harassment, k) homelessness.

f) Define "no serious breaches", to avoid the exercise of a discretion which could prejudice many tenants.

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12.4 Delete as this severely narrows down the criteria in 12.3.

12.5 The suggested Sustainable Estate Status appears to breach the Council's duties under Supporting People and the Homelessness Act 2002. The Sustainable Estate Status should include environmental indicators.

### **Management and maintenance charges**

15.1 Delete "with the aim of ensuring" and replace with "**to ensure**". Delete "provided this does not operate as a charge cap".

15.2 Management service charges shall follow Housing Corporation guidelines and not be at the discretion of the individual AHP.

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15.3 The Developer to pay the Council for these services.

### **Schedule Y**

We require information on the Transfer Prices. Clarification on why the space standards are different depending on the housing tenure.

## **IMPLEMENTATION PANELS**

### **Author: King's Cross Railway Lands Group**

Clauses 2 and 3 below shall be added to the section on implementation panels.

2. Before submission of the first reserved matters, there shall be agreement upon a compact between Developer, community groups and the Council(s) which guarantees community involvement throughout the development process. This compact will set out the form, membership and procedures for tripartite working in the planning, design, implementation, management and delivery of the development.

3. The compact will identify how the community will have access to its own technical support so that it can play a full part in the tripartite working. It will also describe a continuing programme of outreach so that local people and local organisations in their fullest diversity remain part of the process. The Council(s) and Developer

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will make available the resources to achieve these, which shall be under the direction of community groups.

The tripartite approach could involve Developer, Council and community operating together in a series of working groups, including housing, employment and training, environment, code of construction practice and other matters where there is an identified community interest. The tripartite method has been a success in the CTRL works. Using the skills and experience of local people will help ensure a positive outcome to the development.

### **KING'S CROSS DEVELOPMENT FORUM - RESOLUTIONS**

**23 August 2006**

#### Social and Community Fund

The group thought the existing draft S106 should be amended and voted on the wording as follows:-

- (1) Page 43 of the Developer's Draft S106 relating to the social and community fund stipulates that the fund shall be administered by the Council or such other appropriate body notified by the Council to the Developer and approved by the Developer

It was suggested that the wording be amended to read: -  
*"that the fund be administered by an appropriate community organisation"*

#### Community Meeting Facilities

- (1) Page 46 of the Developers Draft S106 relating to community meeting facilities clause (3) stipulates that no later than 3 months following completion (of the construction of a category A finish community meeting facilities) that the developer shall grant and the Council shall accept the community meeting facilities lease, or an appropriate alternative body.

It was suggested that the wording be amended to read:

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*"that the lease is handed over to an appropriate community organisation who should be involved at the beginning/early stage of the design of the development"* as opposed to at the completion stage.

A vote was taken, 26 members out of 27 who attended the meeting agreed the wording, and 1 member abstained.

(3) Page 45 of the Developer's Draft S106- relating to community meeting facilities, stipulates accommodation of not less than 370m<sup>2</sup> GEA

It was motioned that wording be amended to read;  
*"not less than 1000m<sup>2</sup> GEA"*

26 members out of the 27 members who attended the meeting unanimously agreed the motion with 1 abstention.

### **4 September 2006**

#### Code of Construction Practice

The Forum resolved to bring a resolution to this part of the meeting and wanted their consensus noted:

- (A) That the Developer complies with the C.O.C.P in full;
- (B) That the Developer complies with the C.O.C.P being updated;
- (C) That the Developer attend meetings with the Construction Impact Group;
- (D) That there shall be compensatory penalties written into the agreement, where the C.O.C.P is breached.

The Forum acknowledges that the first three points are within the Heads of Terms, and that the 4<sup>th</sup> goes beyond the Heads of Terms and recognise its limitation. The Forum took a vote and the above resolution was unanimously agreed.