

The Future of Cramond Campus

Draft Summary of Meeting held on 15 July 2021

Note: in this summary, text highlighted in yellow was written by Mike Afshar of AMA in response to a first draft prepared by Kit Campbell and Michael Ramsay. Mike Afshar also requested the deletion of some of the original text, identified by ~~strikethroughs~~. Rather than reject or edit Mike Afshar's changes, Kit Campbell and Michael Ramsay have incorporated all of them and appended some notes to this summary.

Present	Mike Afshar	AMA (New Town) Ltd
	Caroline Nutsford	Avison Young (AMA's planning consultants)
	Euan Glen	Liberty One (AMA's PR consultants)
	Paul Devaney	City of Edinburgh Council Planning
	Michael Ramsay	Cramond Association and Brighthouse Residents
	Kit Campbell	Cramond and Barnton Community Council

The **purpose** of the meeting was to initiate discussions between AMA and the local community with a view to trying to agree a way forward for the former playing fields area of the Campus that will meet the objectives of both AMA and the Cramond Community.

As background material, Kit Campbell had circulated three papers:

- 1 Suggested Approach to Discussions
- 2 Sports Pitches in Edinburgh
- 3 Local Needs

Paul Devaney had not received the papers, probably because the Council's e-mail system had blocked them in view of the large file sizes. Accordingly they were not discussed.

Mike Afshar started the meeting by stating he was very concerned that the Cramond community seemed to think that AMA had done nothing in relation to the former playing fields. He therefore summarised the various **four different** forms of development that AMA had tried to progress on the site ~~of the former playing fields~~ **having engaged with local community / senior planning officers and having had support of the local politicians**. Subject to one or two minor quibbles (see, for example, Note 1 below), the Cramond representatives did not dispute the thrust of his summary, which was essentially that AMA had spent a lot of money (estimated by AMA as £1.6M) on investigating options but had not been able to progress any of them for various reasons. As one of the main reasons had been the financial recession and banks were now once more willing to lend to **business &** property developers, he sought agreement to spend up to two years trying to find a way to deliver his ~~preferred solution~~ **master plan solution that had been signed off through a lengthy process at significant cost in pursuit of long term sustainable solution fulfilling the requirements of the Sports Management Plan approved by the council** - any two out of an international ground for Cricket Scotland, a football centre/academy, and a tennis centre/academy. **This will negate the need for further**

costly engagement of a design team to yet deliver another scheme, submit it for planning and take it through consultation / approval process. Mike Afshar stated that he will be happy to engage with this proposal in line with route map presented if we did fail to achieve result through additional advertising period.

Mike Afshar also alerted the forum to the facts that delivery of the residential development was more costly due to the fact that;

- 1 Scottish Water refused direct connection into their main line beneath the site and discharge was insisted upon to Cramond estuary.
- 2 Archaeological investigation revealed entrance to a Roman Fort which required further teaspoon survey and findings to be recorded. Also as a consequences of this significant area of site beneath phase 5 of AMA housing could not be built unless Roman finds were in situ preserved. This meant that up to 3.5m of compacted fill was to be placed on this area and subsequent land raise planning was obtained. City Archaeologist also requested extension of investigation beyond the Roman road within playing field area.
- 3 Creation of roundabout (condition 11 of the approved consent) was carried out as approved by Highways and we were later requested that we should make alterations to the roundabout to satisfy Lothian bus manoeuvring requirements.
- 4 We were also requested by the Highways to rectify drainage issues on Cramond Road North to remove surface area water ponding.

Michael Ramsay responded by saying that the view AMA had done nothing was a direct consequence of a lack of any visible signs of progress on the ground. However, the community remained positive, and would particularly like to see at least a large part of the site as parkland. It also wished to put the past behind it and concentrate on the future.

Paul Devaney summarised what the Council's Development Management Committee had asked AMA and the Cramond community to do. Either:

- Enter into a Good Neighbour Agreement (see Note 2 below), or
- Come to an agreed set of proposals, if necessary after mediation

If mediation turned out to be necessary, he suggested Keir Bloomer, former Director of Education for Clackmannanshire Council. However, he stressed that both sides should commit to dialogue, the Council's Development Management Committee was looking for early action and he had to report on progress to its August meeting. As it had taken some time to bring the parties together, he anticipated that this would have to be a "holding" report suggesting a need for further time to try to reach agreement. In response to a question from Mike Afshar, he said the Council will probably pay the mediator fee, if mediation is necessary.

Kit Campbell stressed that mediation implicitly suggested that there was more than one approach to the future development of the former playing fields area and his Paper 1 suggested four:

- A local park for Cramond
- A local park for Cramond with some sports facilities, probably an artificial turf pitch for football and another for hockey

- The pitches and pavilion for which AMA received planning permission in 2003 – two grass football pitches, a grass lacrosse pitch, two floodlit artificial pitches for hockey, a cricket pitch and a 12-team changing pavilion
- A cricket/tennis/football centre, described by Paul Devaney as AMA's "gold-plated" proposal

He also said that his conclusions as to desirable futures for the former playing fields were incomplete as he had further background investigations to do.

Mike Afshar stressed again, if we are entering Mediation, the first option that is considered for mediation is the section 42 extension and its proposed route map.

Mike Afshar also requested clarification on

- What is the anticipated scope of the mediation? What are parties meeting to discuss and try and reach agreement on?
- Who is it anticipated will take part in the mediation?
- Who is paying for the mediator?
- How will parties agree who the mediator is to be?

Caroline Nutsford noted the importance of agreeing the scope of the mediation early on. In her view and to respond to the Committee, it should focus on agreeing a route-map (process) for advancing sports provision on the site, including the timing for appraising any other options for the site.

Mike Afshar commented that the Police had advised him that any pavilion on the site must be designed to be as vandal-proof as possible. He further stated that "if vandals are attacking bunch of containers and spraying graffiti's on them, they will certainly attack a sports pavilion".

Paul Devaney suggested that a building in the Craigmillar Cemetery (opposite Inch Park) was a good example of a building in a location in which vandalism is prevalent.

Mike Afshar also stated that AMA have been reviewing the storage area and containers at Cramond. "We will clear building material which we were intending to use on site and the open-ended containers being targeted the most. Remainder of containers will be placed in a mass block representation and will be repainted during August and September. This will hopefully reduce vandalism and create presence continuing to stop the fly tipping". He also tabled 3 aerial photograph showing sports ground during construction, after completion of construction and after seeding plan had been implemented. This was in response to allegation that we had abandoned the site!

Michael Ramsay suggest that if the community took ownership of the land it would then be able to access grants with which to provide sports facilities, but Mike Afshar was totally unwilling to allow this.

Mike Afshar returned to his proposed "road map" and expressed concern about the potential cost of investigating other options for the site. However, Kit Campbell indicated that getting agreement on the broad principles of a desirable outcome would not necessarily incur any cost. Moreover, if AMA wished to progress their attempt to deliver the "gold-plated" solution they could do so in parallel with further

discussions. Mike Afshar responded that any proposal discussed will have to be followed up by a design so due diligence of cost and business plan can be properly appraised.

In addition, Kit Campbell suggested that as AMA/Bryant had been given permission to build the crescent of flats and nine detached houses on part of the playing fields in order to generate the capital needed to lay out the pitches and construct the then proposed pavilion, that funding should still be available. He doubted that the City Council would have granted permission for AMA to use the money to investigate alternatives to facilities they were required to provide as a condition of planning consent 01/01881/FUL. Moreover, the £1M AMA had undertaken to provide to a management company for the sports facilities should also still be available. Mike Afshar disagreed while Paul Devaney was non-committal and would need time to consider the situation.

Paul Devaney also commented that the Development Management Committee had to reach a decision on AMA's current application for a 5-year extension to its current permission, and wanted to do so in the near future. However, Kit Campbell stated his view that whether the Committee approved or refused the application would change nothing.

After a largely inconclusive discussion, it was agreed:

- There was no point in going over old arguments
- All present wanted to see progress
- Paul Devaney would advise the Development Management Committee at its August 18 meeting that it would take longer to try to reach agreement and in the meantime brief the Convener on the results of the meeting
- He would also review Kit Campbell's papers and, in the meantime, circulate "Heads of Terms" for a possible Good Neighbour Agreement

Finally:

- Kit Campbell alerted Mike Afshar to the proposal for a "Lauriston Eco-farm" on land surrounding Lauriston Castle, including the field which AMA hoped to use for parking on match days if it proved possible to deliver an international ground for Cricket Scotland on the Campus.
- Mike Afshar indicated that he was receiving approaches from a range of people who wished to express a view on the future of the former playing fields. All present agreed that, rather than engage with them, he should respond by saying that the City Council, the Cramond and Barnton Community Council, the Cramond Association, the Brighthouse Owners Association, the Friends of Cramond Campus and AMA were working together to try to agree a long term future for the site.
- Mike Afshar also alerted the forum to the fact that both Kit Campbell and Michael Ramsay shared property with land at 34 Cramond Road North and they have personal interest which could be in conflict with larger master plan scheme. Kit Campbell responded that Mike Afshar also had an interest in the land (see Note 3 below).

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Notes

- 1 For example, Mike Afshar also said that the Council had rejected AMA's 2002/3 proposal for a country club because Cramond residents did not want anything on the site that would be used by people from the rest of the city. This was incorrect. In fact, the Council had rejected the country club proposal because it was unacceptable to have a large building on the former playing fields, designated in the then Local Plan as a "significant area of public and private open space: no development to be allowed". The proposed country club had been nearly 80 m long, varied from 40-60 m wide and varied from 12-16 m high. The Development Quality Committee had agreed unanimously that it was "completely wrong-headed" and would "stick out like a sore thumb".
- 2 Good Neighbour Agreements are governed by Section 75D of the Town and Country Planning (Scotland) Act 1997, as amended. They allow a landowner (eg AMA) to enter into an agreement with a community body (eg Cramond and Barnton Community Council) to govern "operations or activities relating to the development or use of land either permanently or during such period as may be specified in the agreement". In effect they are broadly similar to Section 75 planning agreements between developers and planning authorities which are used to make unacceptable development proposals acceptable by mitigating their impacts in ways which could not be achieved by the use of conditions. However, unlike s.75 agreements they cannot require a developer to make any payments to anyone. In essence, Good Neighbour Agreements are an agreement to work together to try to reach agreement on the way forward.
- 3 Scottish Government Planning Circular 3/2012: *Planning Obligations and Good Neighbour Agreements* (revised 2020) says:

A GNA is entered into between a person, for example a landowner or developer, and a community body (as opposed to a planning authority). A community body is defined (section 75D of the 1997 Act as amended) as either:

- *The community council for the area in which the land in question (or any part of that land) is situated; or*
- *A body or trust whose members or trustees have a substantial connection to the land in question and whose object or function is to preserve or enhance the amenity of the local area where the land is situated*

It is implicit in the name Good **Neighbour** Agreement that members of any community body involved in a GNA are likely to have an interest in the future amenity of the land in question. It is therefore the view of the Cramond and Barnton Community Council and the Cramond Association that both Kit Campbell and Michael Ramsay are respectively eligible to represent them in discussions with AMA in

accordance with a GNA. They will declare interest to the mediator and answer any questions he may have in relation to it.