



**SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL**

## Planning Committee

11 June 2026



## S26 0322

Proposal:	S26/0322 - Proposed modification in respect of a Deed of Variation required for a Section 106 that relates to Planning reference - SK.94/0125
Location:	Elsa Park, Bourne
Applicant:	Elsa Park Community Trust
Application Type:	Modification of an existing planning obligation
Reason for Referral to Committee:	Modification to planning obligation involving a financial obligation
Key Issues:	Sustainability objectives

### Report Author

Sarah Arnold, Infrastructure Delivery Officer



01476 406080



[sarah.arnold@southkesteven.gov.uk](mailto:sarah.arnold@southkesteven.gov.uk)

**Corporate Priority:**

**Growth**

**Decision type:**

**Regulatory**

**Wards:**

**Bourne Austerby**

**Reviewed by:**

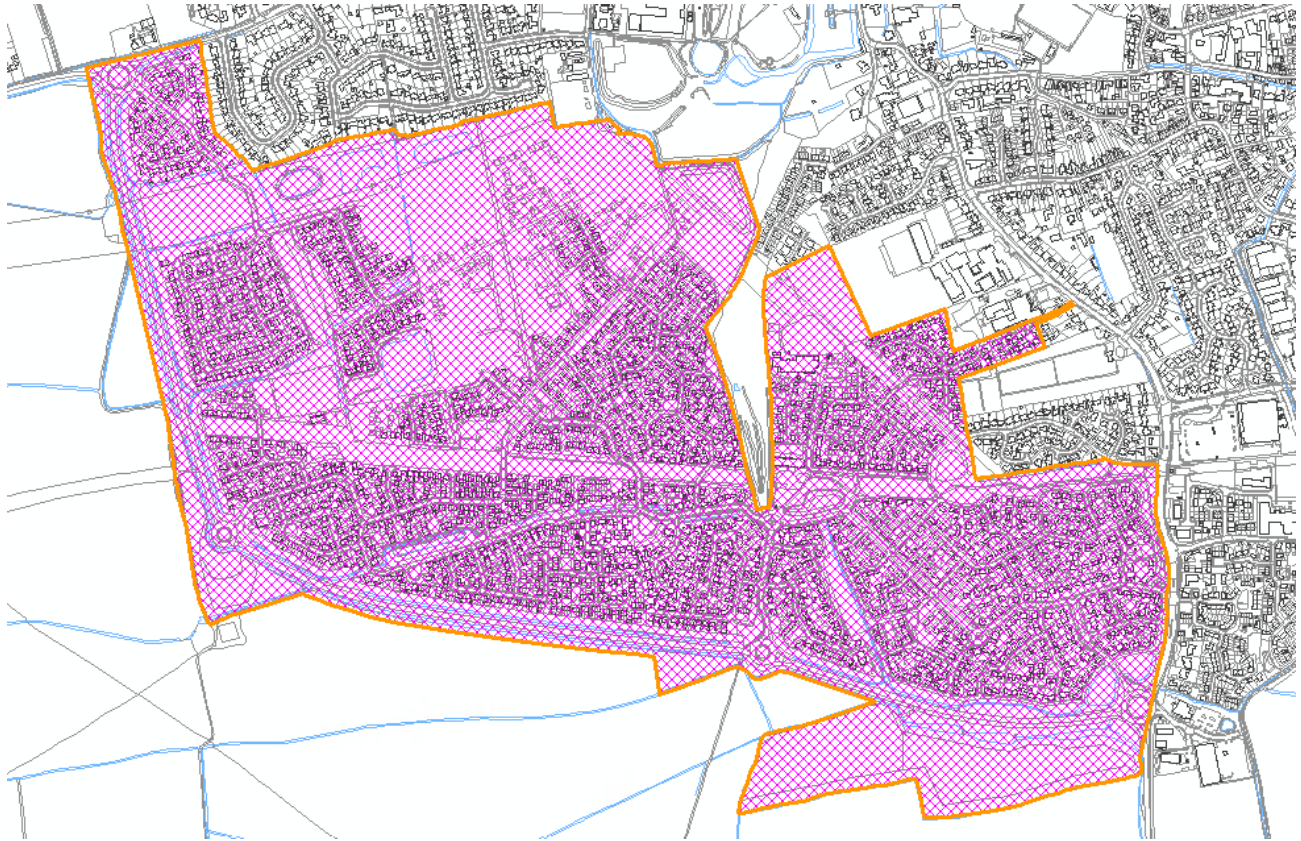
Phil Jordan, Development Management & Enforcement Manager

1 June 2026

### Recommendation (s) to the decision maker (s)

To authorise the Assistant Director of Planning & Growth to agree that the Council enter into a deed of variation to vary Section 106 Agreement ref: SK.94/0125 clauses 9.12-9.17 which currently relate to funds for the provision of a shuttle bus to be reallocated to providing a permanent cycle path to connect the Elsa Park estate to Manor Road, Bourne.

# S26/0322 - Elsea Park, Bourne



## Key



Application  
Boundary



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# 1 Description of Site

1.1 Elsea Park is a sustainable urban extension to the southwest of Bourne. Outline consent was granted under SK.94/0125 for residential and associated development, a link road, estate roads, open space and landscaping for the wider Elsea Park development. Alongside the outline consent, a number of planning obligations were secured as part of a S106 agreement dated June 2001.

# 2 Background

2.1 Clause 9.12 of the S106 agreement required payment of £50,000 when 501 dwellings had been built on site towards a 'Commuted Green Transport Contribution'. The trigger point was met and payment was made to the Trust in 2011/2012.

2.2 The definition of "Commuted Green Transport Contribution" is: *"the Original Owners' financial contribution to a programme of Green Transport Initiatives to be promoted in accordance with a programme to be agreed in writing between the Original Owners and/or the Trust and the County Council pursuant to Clause 9 hereof."*

2.3 Clause 9.13 states that the Green Transport initiatives should include, for a period of not less than two years, a dedicated shuttle bus from the development to the new bus stops on the A15 at hourly intervals between 7am and 9pm Monday to Friday and 8am – 9pm Saturday and Sunday.

2.4 Options for providing a shuttle bus were explored with local providers in 2009, as well as a call connect service being explored. These options presented both operational difficulties and affordability issues in ensuring any service would be viable and sustainable in the longer term. In 2021/22 there was a survey carried out to establish if there was a need for a shuttle bus to carry people to the Bus stop on the A15, out of 2350 dwellings only 233 residents responded on behalf of Elsea Park and resulted in there being 51% agreeing that a shuttle bus was not required.

2.5 In 2012/13 the Trust commenced providing £50 bus tokens to households within the development with over £4,200 spent on the scheme. However, this was not continued due to poor uptake on the scheme.

2.6 Six adult and four children's bikes along with the provision of safety training was offered as another option to the residents of Elsea Park, but again there was a poor uptake on the hire of these provisions for the Elsea Park Site. The bikes in 2022 were then donated to the Bourne Scouts to make use of and to save them going to waste.

2.7 Other options were considered including a bicycle security device designed to prevent theft and aid in the recovery of stolen bikes. There was some interest in this scheme, but due to it being offered for anyone to apply there was a charge and this resulted in only £399 for the Trust and therefore could not be sustained in the longer term.

2.8 There was also a spend of £18,320 where a path was installed at Welland Drive/ West road to allow for the safety of children to walk to school from the development.

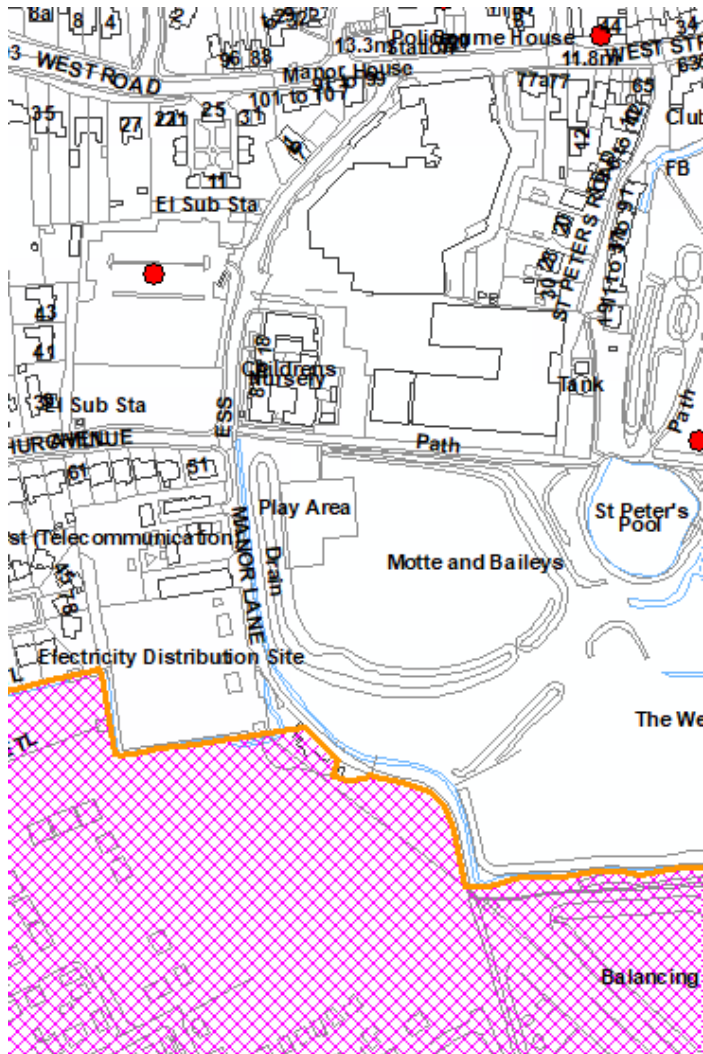
2.9 A break down of all transactions captured by the trust are detailed below:

		Expenditure	Income
2011 - 2012	Contribution received		<b>£50,000.00</b>
2012 - 2013	Six adult bikes, four children's bikes Proficiency training, security and safety	£3,642.00	
2012 - 2013	Expense of Bus tokens	£3,500.00	
2013 - 2014	Expense of Bike service	£781.00	
2014 - 2015	Purchase of Imobitag	£2,561.00	
2019 - 2020	Installation of Bourne Heights footpath	£18,320.00	
2020 - 2021	Expense of Bike service	£75.00	
2024 - 2025	Expense of Bus service	£4.00	
		<b>£28,883.00</b>	
2018 - 2019	Imobitag Sales		£154.00
2019 - 2020	Imobitag Sales		£12.00
2021 - 2022	Imobitag Sales		£223.00
2021 - 2022	Bike hire		£10.00
			<b>£399.00</b>
	Remaining balance		<b>£21,516.00</b>

2.10

### 3 Description of Proposal

- 3.1 Elsea Park Community Trust has requested that the balance remaining for the provision of the Green Transport Contribution (clause 9.12 - 9.17 of the S106 agreement) to be directed to the provision of a cycle path to be installed by Lincolnshire County Council. This would provide a sustainable connection between the development and Bourne town centre via Manor Lane.
- 3.2 Also, in Clause 9.8 - 9.9 there has been no payment made to date for a cycle way link between the development and Bourne Town Centre.
- 3.3 There is now a balance of £21,516 remaining from initiatives which is currently being held by SKDC.
- 3.4 The applicant seeks to change the how the green transport contribution is spent due to exhausting efforts to comply with the S106 agreement, with the proposal of adding the outstanding balance of £21,516.00 to the outstanding balance due of £20,000 (plus indexation) for the Cycleway Contribution.
- 3.5 The Cycleway Contribution which was due upon triggers of 200 and 500<sup>th</sup> Dwellings being built on site for a balance of £20,000. This contribution was to be used to provide a cycleway link between the Development Land and the Bourne town centre.



3.6 Lincolnshire County Council are looking at the option of carrying out these works circa Summer 2027 and this would be a permanent solution as well as adding active travel improvements for the development.

#### **4 Representation Received**

- 4.1 Bourne Town Council – No objections
- 4.2 Cadent Gas – No objections
- 4.3 Environmental protection – No comment to make
- 4.4 Highways – The proposed variation to the S106 is considered acceptable as it would not compromise the highway capacity or safety.

#### **5 Representations as a result of Publicity**

- 5.1 This application has been advertised in accordance with the Council's Statement of Community Involvement. 11 no. letter of representation have been received.
- 5.2 A summary of the main concerns is listed below:

- Elsea park trust not fulfilling their part of the S106 agreement
- Distribution of Tokens or shuttle bus did not happen
- S106 agreement not being fulfilled
- Contribution received for the green fund has disappeared

## 6 Evaluation

- 6.1 The S106 agreement SK.94/0125 clause 9.13 on page 33 states: “the Green Transport Initiatives shall include the provision and maintenance, for a period of no less than two years from the first Occupation of the 501st dwelling to be constructed on the Development Land, of a dedicated shuttle bus service providing for wholly subsidised public transport from within the Development Land to and from the said new bus stops on the A15 (and linking with timed connections to the existing Bourne to Peterborough bus service ("the Principal Bus Service")) at hourly intervals between 7.00am and 9.00pm Mondays - Fridays and 8.00am to 9.00pm Saturdays - Sundays PROVIDED ALWAYS that the routing and timetabling of the said shuttle bus service may be varied at any time by the Trust with the agreement of the County Council.”
- 6.2 There are a number of concerns with the current wording of this clause which have resulted in practical difficulties with the provision of a shuttle bus service and these are summarised below:
- There would be significant costs involved from vehicle hire, employing staff, fuel and advertising for the shuttle bus and only a finite sum of money towards this provision.
  - The current wording is limited to only be from within the Elsea Park estate to only drop off at the A15 bus stops which restricts how useful this service would be.
  - There are now over 127 roads within Elsea Park, which presents a difficulty in terms of designating pick-up points.
  - £50,000 contribution for a temporary two-year service was not enough funding to supply the shuttle bus on the estate for the times detailed, 7 days a week. Therefore, it would be necessary to subsidise any service in the longer term.
  - The scheme was to be an hourly run service to a bus stop on the A15 meaning 1 hour 15 minutes travel time to town, which if you missed one bus you would be waiting a whole hour for this to come back and then the full travel time into Bourne town centre would take 2 hours 15 minutes.
  - Having a service that goes into town is not covered by this agreement and the Trust does not hold any license to operate such scheme.
- 6.3 Adding the two funds together would allow for a permanent lit cycle path to link to Manor Lane to the north of the development. Allowing for a safe route that can be used for any residents wishing to walk, use pushchair/wheelchair, or cycle to the town centre. This would provide a long-term solution to improving the connectivity of the development to the town centre and would meet the overarching sustainability intentions of both the Green Transport and Cycleway clauses within the original section 106 agreement. This would be in accordance with the principles of sustainable transport set out in Local Plan Policy ID2.

## **7 Recommendation**

- 7.1 To authorise the Assistant Director of Planning & Growth to agree that the Council enter into a deed of variation to vary Section 106 Agreement ref: SK.94/0125 clauses 9.12-9.17 which currently relate to funds for the provision of a shuttle bus to be reallocated to providing a permanent cycle path to connect the Elsea Park estate to Manor Road, Bourne.
- 7.2 The deed of variation would require the remaining balance for the green fund contribution of £21,516 within the Section 106 Agreement Sk.94/0125 to be re-allocated to the provision of a Cycle path to town and the amendment of the trigger point to the Cycle path contribution within 15 days from the signing of the deed of variation.