

S106 / 278 Agreement variation

DC Committee 26/4/06, item 6

Committee: Development Control

Agenda Item

Date: 26 April 2006

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Title: Outline planning permission for 315 dwellings at Rochford Nurseries, Stansted Mountfitchet / Birchanger. Request by the Barton Willmore Planning Partnership on behalf of Taylor Woodrow to vary a clause of the Section 106 / 278 Agreement.

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Summary

This report concerns a request from the Barton Willmore Planning Partnership on behalf of Taylor Woodrow to be allowed to commence foundation and initial construction work on the main site before full completion of the Pesterford Bridge works.

Recommendation

That, subject to the requested information in Paragraph 8 being available, Members decide whether to agree to Taylor Woodrow's request.

Background Papers

Planning application file UTT/0443/01/OP and accompanying Section 106 / 278 Agreement.

Impact

Communication/Consultation	Essex County Council as the local highway authority. Stansted Mountfitchet and Birchanger Parish Councils. <i>Any comments received will be reported.</i>
Community Safety	None
Equalities	None
Finance	None
Human Rights	None
Legal implications	Preparation of draft and final Deed of Variation.
Ward-specific impacts	Stansted Mountfitchet South and Birchanger
Workforce/Workplace	Officer time on preparation of draft and final Deed of Variation.

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Situation

- 1 On 27 February 2004, outline planning permission was granted to Taylor Woodrow for the erection of 315 dwellings on the eastern part of the Rochford Nurseries site. A clause (3.1.1.3) of the Section 106 / Section 278 Agreement between Taylor Woodrow and others, this Council and Essex County Council that was signed on 26 February 2004 obliges Taylor Woodrow:

"Not to commence any part of the Development until the Bridge Works have been properly completed in accordance with the Bridge Works Agreement to the satisfaction of the Engineer Provided Always that the construction of the Link Road may commence if construction of the Bridge Works has commenced.... "

- 2 *"Development"* as defined in the agreement in Clause 2.1 means *"the residential development of the Site pursuant to the Planning Permission and the provision of public open space and a school site and associated access but excluding the Bridge Works"*.
- 3 The *"Bridge Works"* referred to in the agreement are those that are currently being undertaken by Taylor Woodrow at Pesterford Bridge on the B1383 at the junction with Forest Hall Road and which are programmed for the rest of this year. Taylor Woodrow are to proceed with the construction of their link road at the same time, as allowed under Clause 3.1.1.3.
- 4 As part of their planning permission for 285 dwellings on the western part of the Rochford Nurseries site, Croudace have a similar S106 / S278 Agreement. At the DC Committee meeting on 5th April, Members agreed to a request from Croudace to vary a clause of their Agreement to allow them to also construct the main section of access road within their part of the site in advance of Bridge Works completion.
- 5 To facilitate the Bridge Works, Forest Hall Road is currently closed at the junction with the B1383, with Taylor Woodrow construction traffic being routed to and from the site from the east, via the A120, Bury Lodge Lane, Round Coppice Road and Church Road, following agreement with BAA. Construction traffic routes are the subject of a condition on both Taylor Woodrow's and Croudace's outline planning permissions.
- 6 A letter has been received from the Barton Willmore Planning Partnership on behalf of Taylor Woodrow requesting that Clause 3.1.1.3 be varied so that they can commence foundation and initial construction work on the main site prior to Bridge Works completion, taking further advantage of the existing closure of Forest Hall Road. The letter makes it clear that Taylor Woodrow

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are not seeking authority to occupy any dwellings in advance of Bridge Works completion, as by the time the first few dwellings are completed and ready for occupation the Bridge Works will have been completed.

7 Members are asked to note that there is a clause in Croudace’s S106 / S278 Agreement to the effect that the releasing, varying, waiving or relaxing of any of Taylor Woodrow’s covenants will also apply to them. If Members grant Taylor Woodrow’s request, Croudace would therefore be legally entitled to the same consideration.

8 The letter is open-ended in that it does not mention how many dwelling starts Taylor Woodrow would like, which is a concern in view of Paragraph 7. Officers have therefore asked for this information, and also for anticipated traffic levels relating to the number of dwelling starts requested. This information has not been received at the time of drafting of this report, but will be reported.

9 Subject to the further information requested in Paragraph 8, Officers are of the view that there may be merit in granting this request to allow a limited number of dwelling starts. Members will be aware that the Council is under some pressure on housing completion rates, but a balance needs to be struck between ensuring a steady supply of housing and the effect on residents of increased building activity. The request does, however, have the initial informal backing of Essex County Council as a signatory to the agreement as the highway authority.

10 The request should not result in any overall increase in the number of construction vehicles required to carry out the development but would, of course, displace some movements to earlier in the development period. However, these movements would be along an approved construction route and at a time when locals should have become accustomed to the temporary traffic conditions. Current information available to officers is that the Bridgeworks result in 10 HGV movements per day, with a further 8 for the Taylor Woodrow link road.

Risk Analysis

Risk	Likelihood	Impact	Mitigating actions
None	None	None	None