

## S106 / 278 Agreement variation

DC Committee 1/11/06, item 7

**Committee:** Development Control

**Agenda Item**

**Date:** 1 November 2006

**7**

**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.

**Author:** Jeremy Pine, Planning Policy / DC Liaison Officer 01799 510460 Item for decision

### Summary

This report concerns a request from the Barton Willmore Planning Partnership on behalf of Taylor Woodrow and Persimmon to be allowed to commence foundation and initial construction work on 20 dwellings on the eastern part of the Rochford Nurseries site before full completion of the Pesterford Bridge works.

### Recommendation

That Members decide whether to agree to Barton Willmore's request. Officers are of the view that there would be some benefit to housing completion rates in agreeing to the request, whilst acknowledging that there are other local issues to consider.

### 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 (see letter dated 25 <sup>th</sup> September 2006 attached). Birchanger Parish Council (see letter dated 6 <sup>th</sup> October 2006 attached). Stansted Parish Council ( <i>to be reported if any received</i> ).
Community Safety	None
Equalities	None
Finance	None

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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.

### Planning History

- 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's contractor Dean and Dyball at Pesterford Bridge on the B1383 at the junction with Forest Hall Road. These works are now programmed to last until March 2007 at the earliest. Construction work is also proceeding on the link road at the same time, as allowed under Clause 3.1.1.3. The link road should be finished by the end of this year.
- 4 As part of their planning permission granted on the same date for 285 dwellings on the western part of the Rochford Nurseries site, Croudace have a similar S106 / S278 Agreement. There is a clause in Croudace's agreement to the effect that the releasing, varying, waiving or relaxing of any of Taylor Woodrow's covenants will also apply to them.
- 5 To facilitate the Bridge Works, Forest Hall Road is currently closed at the junction with the B1383, with construction traffic being routed to and from the site from the east, via the A120, Bury Lodge Lane, Round Coppice Road and

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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.

### **Recent Requests for Amendments to the Agreements.**

- 6 At the DC Committee meeting on 5<sup>th</sup> 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.
- 7 At the Committee meeting on 26 April 2006, Members considered a letter from the Barton Willmore Planning Partnership on behalf of Taylor Woodrow requesting that Clause 3.1.1.3 be varied so that they could 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 made it clear that Taylor Woodrow were not seeking authority to occupy any dwellings in advance of Bridge Works completion, as by the time the first few dwellings were complete and ready for occupation the Bridge Works would have been completed.
- 8 The letter was open-ended in that it did not mention how many dwelling starts Taylor Woodrow would have liked, but following further clarification Members were informed at the meeting that the number was 25. This figure was in acknowledgement of similar consideration having to be given to Croudace (see Paragraph 4 above), which could therefore have resulted in a total of 50 starts.
- 9 Members declined the request (Minute DC137), citing intolerable traffic conditions that had resulted in Birchanger since Foresthall Road had closed, namely increased through traffic (especially by HGVs) and damage to lamp posts.

### **Current Request**

- 10 This current request is to allow Taylor Woodrow and Persimmon (who will now share construction on the Taylor Woodrow part of the site) to start work on 10 dwellings each prior to completion of the Bridge Works. Occupancy would not take place until completion of the Bridge Works. A 5-page report setting out Taylor Woodrow's case has been submitted by Barton Willmore, and a copy is attached as an appendix to this report. Since the previous request was declined, a traffic survey of Tot Lane has been carried out by Bettridge Turner and Partners to try to ascertain the level of usage, particularly by construction

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vehicles. This survey is referred to in the report.

- 11 Paragraph 1.3 of the report mentions that the previous request was for 50 dwelling starts. Officers do not consider that this is a correct interpretation (see Paragraph 8 above).

### Consideration

- 12 Barton Willmore's report highlights the slow annual rate of housing completions within the District, which needs to double to meet the adopted Local Plan target of 4,620 units between 2000 and 2011. Officers are concerned about the slow completion rate, as is Go-East, which monitors housing delivery. The trajectory that the Council has prepared does indicate a considerable pick-up in completion rates in subsequent years, but Go-East does consider that there is some scope for failure of the trajectory.
- 13 The current request on behalf of Taylor Woodrow and Persimmon, if granted, would be only a modest response to the housing completion deficit but would nonetheless be advantageous overall to the trajectory, including the provision of affordable housing. The pedestrian safety measures would be welcome as would the early rerouting of the 510 bus service, even if only to establish the rerouted service for use by existing villagers.
- 14 The traffic survey, which was undertaken during school term time, does not indicate that there should be any material worsening of traffic conditions on local roads as a result of the earlier construction works. The extra traffic that would be generated would be displaced from later in the construction period.
- 15 Officers acknowledge that there are still strong local concerns over this issue. It is clear that Birchanger Parish Council strongly oppose any relaxation of the terms of the existing Agreement, and the County Council's letter would seem to indicate that it would not be willing to sign up to any amendment to the Agreement.

### Risk Analysis

Risk	Likelihood	Impact	Mitigating actions
None	None	None	None