

AMENDMENT SHEET

**Planning Committee
7 January 2016**

AMENDMENTS OF CONDITIONS AND REPRESENTATIONS RECEIVED

- 7.1 152268 – Northfields (formally Turner Village), Turner Road, Colchester

Councillor Martin Goss has made the following comments:

“Although there doesn't appear to be any material impact on existing residents and this application very much seems to apply to the new block (known as BLOCK J by Linden Homes) which will be owned by Icen Homes the application could have been more clear in the detailed changes.

The reduction of cycle facilities to 50 spaces for a 46 flat complex is not a major issue, the increase in car parking spaces by 4 again is positive and the minor amendments to flat sizes for 4 units was a requirement under HCA standards as they were originally too small, so the balcony changes are not a major concern, although outside space for those residents would have been positive.

There was some confusion caused where the wording of both the report and application mentions reallocation of existing spaces. It did cause confusion for existing customers of Linden Homes. If changes were required for residents who already have parking spaces allocated, it means their deeds would need to be changed and this would need to be at the expense of Linden Homes as Solicitors would need to be employed. I understand no existing residents will be affected but this needs absolute clarity for the planning meeting. We don't want any surprises for residents.

A clear plan of what the changes are and what is actually going to be built would be useful as currently the paperwork trail does not show this”.

In response:

The legal parking space ownership issue is not a planning matter. The applicant has confirmed that all of the residents have been written to explaining the changes. They have confirmed:

“Having spoken to Linden Homes, I can confirm on their behalf that none of the existing occupiers will lose their space if they already have one, or have their space relocated. I understand that the spaces have

already been/are being set out as shown in the attached drawing, therefore, this application is retrospective in this respect”.

Whilst the plans submitted with the application were very detailed, the agent has supplied a simplified drawing showing the parking changes specifically highlighted (SK2101). This has been passed to Councillor Goss, is now on the system and will be available for Members to see in the presentation.

7.2 151286 – Lakelands Phase 2 NR4, SR4 and SR5, Church Lane, Stanway

- Stanway Parish Council OBJECTS to the amended proposal for the following reasons:
- Density.
- Lack of parking which will lead to on street parking on roads that are already too narrow.
- Stanway Parish Councils dislike of shared spaces.
- The height of the whole area.
- The tallest houses being built on the smallest footprint is not aesthetically pleasing.
- The developers are trying to create a new vernacular which is not in keeping with the Stanway Area.

Agenda Item 8 – Lakelands, Stanway, Supplemental Agreement

Paragraph 1.3 should read:-

It should be noted that the clause requiring a financial contribution in substitution for on-site delivery may never be triggered and definitely will not be triggered if at the end of the reserved matters process approval for 19.2% affordable homes has been granted. Essentially it is a very useful belt and braces device to ensure that the Council is not deprived of affordable housing units in the event of the remaining sites being incapable of accommodating the requisite number of affordable units from the long-standing 800 unit development. (much of which has already been built-out and occupied).

Paragraph 1.3 of the report sets out the rationale behind the proposed fall-back financial contribution offer but some additional explanation may be helpful....

Total number of all residential units permitted on the Lakelands development = 800

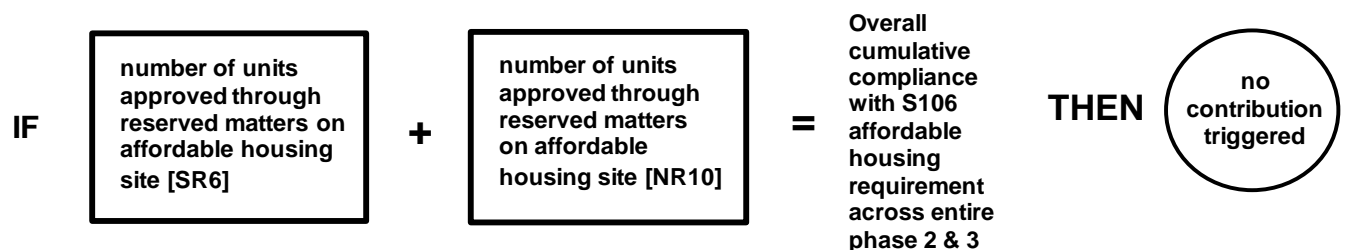
Agreed affordable housing numbers within the S106 for phases 2 & 3 @ 19.2% = 115 units

The 19.2% is based on total number of units eventually approved under reserved and currently it would appear that slightly less than 800 units will be delivered (with a resultant pro-rata reduction in the number of affordable units).

Some affordable units have been approved/provided in earlier phases of development but reserved matters on the remaining 2 identified affordable housing sites have yet to be agreed. The current deficit is 59 units based on the expected overall number of units.

If in the opinion of the Council 59 units can be satisfactorily accommodated on the remaining 2 identified sites then the contribution clause will not be triggered.

If however in the interest of safeguarding amenity and ensuring good townscape a slightly lesser number is deemed appropriate then the shortfall in units being accommodated (below the 59 Units [based on current expected total unit numbers]) within the remaining 2 identified affordable housing sites will be subject to an lieu payment.



HOWEVER (example)



SO (example)

Let's imagine that the sites being used for affordable housing are SR6 and NR10 rather than others; then,

if [SR6] + [NR10] eventually = 55 and,
the number needed to fulfil 19.2% across the entirety of phases 2 & 3 sites was 59
THEN:
A section 106 payment of 59-55= 4 x £120,000 = £480,000 would be payable in lieu of on-site delivery

Members are advised that in approving (if that is what Members do) this mechanism they are not determining the Council's position in respect of details which may be proposed in any future reserved matters application. What Members are being asked to agree is a fall back mechanism to supplement any final shortfall in affordable housing delivery by substituting a commuted sum financial payment for on-site delivery where appropriate as a last resort.

Agenda Item 9 – Mortgagee in Possession Clauses for Affordable Housing Delivery

The first sentence in Paragraph 4.5 should read “With almost *non-existent* public grant levels”.

The final sentence in Paragraph 4.5 should read:

“To ensure that such requests are dealt with as efficiently as possible, Members are asked to extend the Head of Commercial Services delegated powers to *include* the authorisation of Deed of Variation(s) in respect of mortgagee in possession clauses.

Paragraph 6.1 first sentence should read:-

The Council's Housing Strategy Team has made the following comments in respect of the proposal.