

SEAFORD TOWN COUNCIL

REPORT 70/18 to PLANNING and HIGHWAYS COMMITTEE – THURSDAY 19TH JULY 2018 (ITEM 5)

PROPOSED RESIDENTIAL DEVELOPMENT AT FORMER NEWLANDS SCHOOL – S.106 AGREEMENT

1.INTRODUCTION

1.1 The original application for residential development at the former Newlands School site was submitted on 30th September 2016 under LDC reference LW/16/0800.

1.2 Following objections and further discussions with the developers the application was held in abeyance in late 2016/early 2017 and an amended version was submitted in March 2017. The principal amendment was a reduction in the number of residential units proposed to 183.

1.3 The application was considered at a special meeting of Lewes D.C's Planning Applications Committee on 6th September 2017 and outline consent was granted subject to the completion of a s.106 Agreement.

1.4 The Agreement was completed on 30th May 2018 and outline consent issued on 5th June.

1.5 The Agreement sets out, in detail, the obligations which any developer of the site will have to comply with in implementing the consent.

1.6 It is likely, now these obligations are in place, that the site will be sold with the benefit of the outline consent. The Company purchasing the site will then be aware of the restraints on the development prior to the preparation and submission of reserved matters for consideration (i.e details of the design, layout and mix of the housing, highway access works and landscaping).

1.7 The terms of the Agreement cover the following matters:-

a.The Affordable Housing Obligations

b.Financial Infrastructure Contributions

c.Highway Works

d.Provision and Operation of Community Sports Facilities and the Landscape Management Company

e.A Travel Plan

Details of each of these will be covered in turn below.

2.AFFORDABLE HOUSING

2.1 Affordable Housing is defined as " subsidised housing available to persons who cannot afford to buy or rent housing generally in the open market"

2.2 The number of Affordable Housing Units to be provided is fixed at 40% of the units approved at Reserved Matters stage.

2.3 The main details of the affordable housing will be set out in the Affordable Housing Tenure Plan which is to be submitted and approved prior to the final approval of all the Reserved Matters. This will set out the siting and tenure of the units.

2.4 The tenure of the units is proposed as 75% for rent and 25% for shared ownership although this can be adjusted to up to a 50/50 split at Reserved Matters stage

2.5 There are two factors which can be applied by the developers to reduce the percentage of affordable housing ; i.e financial viability and vacant building credit.

2.6 The financial viability issue can apply where the developers put a case to the District Council that due to the cost of compliance with planning obligations including infrastructure and affordable housing contributions, together with land values, building costs etc they cannot obtain a 'competitive return' from the scheme. There is a policy framework set out in a government guidance note to assist with the consideration of these applications. They have been applied in the main to major development schemes made up of several phases which have taken some time to implement and where fluctuations in the market and the economy may have had a significant impact on viability. This should not apply in the case of 'Newlands' as any developer taking the site on will be fully aware of the cost of the obligations and would probably be looking at early implementation. It is nevertheless an important factor to keep in mind.

2.7 The second issue is 'Vacant Building Credit' (VBC), another government inspired measure which could well reduce the level of affordable housing contribution on this particular scheme. It is specifically referred to in the s.106 Agreement. In the definitions section of the Agreement ' Affordable Housing Units' is defined as "the parts of the scheme to be developed as Affordable Housing comprising 40% of the dwellings approved at reserved matters stage **subject to any application for Vacant Building Credit submitted to and approved by the Council's Planning Applications Committee.....**"

2.8 VBC is aimed at encouraging the reuse of unused and redundant buildings and brownfield sites in general. It enables the developer to deduct the floorspace of any building put back into use or redeveloped for housing from the new 'greenfield' floorspace which they scheme is providing. In the case of 'Newlands' the developer could therefore claim credit for the floorspace to be provided through the conversion of the main school building to 40 new residential apartments and the demolition of the other redundant buildings to the north of the site. This represents a sizeable proportion of the total number of units.

2.9 Any application for VBC has to be considered by the District Council. The Council has to take into account the intention of the policy in coming to a decision. If an application is submitted therefore the Council could take the view that 'Newlands' cannot and should not be considered as a classic brownfield site, that it would always be regarded as a prime site for residential redevelopment, that the decision to reuse the former school building, in particular, should be considered to be a purely commercial decision. It is patently not a site which requires any incentive to be provided to reduce infrastructure /affordable housing contributions in order to facilitate development.

3.INFRASTRUCTURE CONTRIBUTIONS

3.1 The index-linked infrastructure contributions in the Agreement are:-

£19 per dwelling (up to £ 3,477.00 max) to LDC for provision of wheelie bins for kerbside recycling

£5,000 to ESCC for the cost of the Traffic Regulation Order to provide clearways for new bus stops and any other necessary TROs

£37,500 to ESCC for real time passenger information signs at bus stops

£29,286 to LDC for changing room maintenance

£18,558 to LDC for play area maintenance

£42,894 to LDC for sports pitch maintenance

4.HIGHWAY WORKS

4.1 The Highway Works to be carried out by the developers will be governed by a separate Agreement with East Sussex County Council under s.278 of the Highways Act. The terms of this Agreement are set out in the s.106 Agreement

4.2 The main works are specified as:-

A new mini-roundabout on the A259 Eastbourne Road

A new controlled crossing on the A259 to the west of the main site access

Upgrade of the zebra crossing on Alfriston Road to a 'Toucan'

Improvements to Sutton Road westbound bus stop to include a wheelchair-friendly dropped kerb crossing

Bus Stop clearway provision at both west and eastbound stops in Sutton Road

Improvements to Manor Road eastbound bus stop including clearway provision, wheelchair-friendly dropped kerb and extension of lay-by

4.3 The Highways Agreement has to be completed before the commencement of development and the works completed prior to occupation.

5.COMMUNITY SPORTS FACILITIES/LANDSCAPE MANAGEMENT

5.1 The Agreement requires the provision of a full size 11v11 sports pitch which can be adapted into two smaller (9 a side) pitches with a 3 yard buffer surround, 28 parking spaces and a double sports changing room to Sport England standards.

5.2 A scheme giving full details and specifications of the sports facilities has to be submitted to LDC for approval prior to the submission of reserved matters.

5.3 The facilities have to be provided prior to 90 dwellings being occupied.

5.4 The Agreement provides for eventual transfer of the sports facilities and play area to the Council with the owner/developer being responsible for maintenance up to the date of transfer

5.5 Similarly, the 'open space' i.e the informal landscaped/ planting areas to be provided, will be transferred to a Landscape Management Company with the owner/developer being responsible for maintenance up to the date of transfer

5.6 The Company will be set up prior to the occupation of the site and will be able to apply a service charge via a covenant on the sale of each dwelling.

5.7 The Agreement provides for the eventual transfer of the open space to the Council as an option subject to terms provided

5.8 Also prior to the submission of reserved matters, the owner/developer is required to submit a draft Community Use Agreement (CUA) to LDC for approval. This will cover the maintenance and management of the sports facilities, hours and times of use, pricing and promotion and financial and parking arrangements. The CUA has to be approved and completed prior to occupation of the dwellings.

5.9 There will be a minimum requirement in the CUA for one match on a Saturday and one on a Sunday during the football season and one training session per week during the 'off season' There is also a fixed minimum number of hours of use per week to be specified in the Use Agreement.

5.10 It is important that the Town Council has an input into the negotiation of the details of the CUA.

6. TRAVEL PLAN

6.1 The Agreement requires the owners/developer to enter into a Travel Plan with ESCC and to pay a fee of £6,500 for monitoring of the Plan prior to occupation of the site.

6.2 The principal intention behind the Plan is to encourage the residents of the proposed dwellings to adopt sustainable modes of transport e.g walking cycling and buses, and to reduce car use. Various incentives will be used e.g discounted bus fares. The plan will also deal with internal traffic arrangements.

6.3 The effectiveness of the Plan will be assessed from the early phases of the development and necessary adjustments made as the site approaches 100% occupation. There will also be a fixed annual appraisal of the effectiveness of the Plan for the first 5 years of the development.

RECOMMENDATION : The Committee is **RECOMMENDED** to note the terms of the Agreement and forward any comments to Lewes District Council

Geoff Johnson

Planning Officer

9th July 2018