

Addendum Planning Committee Report

London Thames Gateway Development Corporation

Planning Application LTGDC-10-179-FUL

Report of the Director of Planning

1. Summary

1.1 The purpose of this addendum report is to update the Planning Committee on:

- a) The applicant's latest Planning Obligations Community Benefit Strategy (POCBS) offer;
- b) The applicant's comments on factual inaccuracies within the main Committee Report;
- c) The recommended S106 Agreement Heads of Terms.

2. Planning Obligations Community Benefit Strategy

2.1 Since the publication of the main report further negotiations have taken place with the applicant to agree the Heads of Terms identified at paragraph 11.1 of the main Committee Report. On 7 March 2011 the applicant emailed the Corporation to increase the offer of £1,000 per unit to £3,500 per unit towards the Discounted Standard Charge and suggested a mechanism to recapture the Deferred Charge.

2.2 The Corporation has sought independent advice on the extent to which the offer, supported by a revised Development Appraisal, complies with the POCBS. The advice concludes that, while there remain differences of opinion around estimated built costs and sales values, a Discounted Standard Charge of £3,500 per unit could be accepted on the basis that the baseline sales value contained within Development Appraisal formed the trigger to recapture the balance of the Discounted Standard Charge and the Deferred Charge.

2.3 It is recommended that the Committee agree the Discounted Standard Charge offer of £3,500 per unit linked to an appropriate mechanism to recapture the balance of the Discounted Standard Charge and the Deferred Charge. To

assist officers in their negotiation and completion of the S106 Agreement before planning powers are transferred to the London Borough of Barking and Dagenham on the 1 April 2011, it is recommended that the Director of Planning be given delegated powers to agree the mechanism to recapture the balance of the Discounted Standard Charge and the Deferred Charge.

3. Scheme Content

3.1 On the 7 March 2011 the applicant submitted comments, appended to this Addendum Report, correcting factual inaccuracies within the main Committee Report. It is recommended that the Committee note the comments.

4. Recommendation

4.1 It is recommended that Members give delegated authority to the Director of Planning to GRANT PLANNING PERMISSION subject to:

- A. any direction from the Mayor of London to refuse planning permission;
- B. the planning conditions set out at section 12. of the main report;
- C. agreeing a satisfactory mechanism to ensure the submission of a S106 Agreement that secures the following Heads of Terms:
 - 1. Phase 1 to contribute a Discounted Standard Charge of £3,500 per residential unit (index linked) in accordance with the POCBS (including long stop date and security provisions). 25% of the Discounted Standard Charge (£117,000) is payable on implementation of the development. 75% of the Discounted Standard Charge (£351,000) is payable on sale of units;
 - 2. Phase 1 to contribute the Deferred Standard Charge (“recapture the discount”) up to £30,400 per residential unit in the event that sales values exceed the baseline sales values; unit sales for the purposes of the POCBS shall be the first open market private sale of each individual unit and bulk sales of more than 5 units will be disregarded;
 - 3. Phase 2 to contribute a Discounted Standard Charge of £1,000 per residential unit (index linked) in accordance with the POCBS (including long stop date and security provisions). 25% of the Discounted Standard Charge (£34,500) is payable on implementation of the development. 75% of the Discounted Standard Charge (£103,500) is payable on sale of units;
 - 4. Phase 2 to contribute the Deferred Standard Charge (“recapture the discount”) up to £30,400 per residential unit in the event that sales values exceed the baseline sales values; unit sales for the purposes of the POCBS shall be the first open market private sale of each individual unit and bulk sales of more than 5 units will be disregarded;
 - 5. Make available for dedication/adoption or transfer the interim public transport corridor (eastern approach ramp) at nil cost to TfL or LBBD

when either calls for the corridor to implement improvements to the local bus network or busway transit;

6. Provide up to 20% affordable housing subject to the availability of housing grant / and gap funding through phase 1 tariff recapture - a cascade mechanism to take into account the availability of housing grant and a requirement to provide an agreed percentage of affordable housing before occupation of an agreed percentage of the market housing in Phase 2;
7. To market the commercial floorspace within Block A for creative industry uses defined by the Department for Culture, Media and Sport for a period of 12 months at rents up to £12 per square foot (excluding service charge);
8. Make the public transport corridor, CIQ square and riverside walk publicly accessible at all times;
9. Contribute £5,000 towards the implementation of the Abbey Road CPZ (to be ring fenced from the POCBS);
10. Enter into a S278 to undertake the necessary highway works to Abbey Road;
11. Implement a car club scheme;
12. Provide Local Labour, Contractors, Goods and Services Initiatives;
13. Prevent future residential occupiers from applying for parking permits within the Abbey Road Controlled Parking Zone.

11.2 If Members resolve that planning permission should be granted, it is requested that they confirm that in their decision they are satisfied that the tests in Regulation 122 of the Community Infrastructure Levy Regulations 2010 are met in relation to the contributions referred to in the Heads of Term.

CASE OFFICER: Will Steadman

Date: 10 March 2011

Applicant comments on LTGDC Planning Committee Report

04 March 2010

Page	Item	Report Statement	BYD Comments
1	-	Target date - TBC	?
2	1.4	BY Development Ltd is the trading name of Bouygues Development	It is the opposite: Bouygues Development is the trading name of By Development Ltd
2	1.4	It is understood that BY Development Ltd will construct the development before its sale to a housebuilder...	It is not exactly true. By Development will sign a Sale and Purchase Agreement with an end user before starting the construction.
2	1.7	<ul style="list-style-type: none"> ▪ Residential (C3) (18,770m² or 272 units); ▪ Flexible commercial floorspace (A1, A2, A3, A4, B1, D1, D2) (1,386m²); ▪ 105 car parking spaces comprising 61 residential spaces (including 4 car club spaces) and 44 commercial spaces; 	<ul style="list-style-type: none"> ▪ Residential (C3) (15,517m² or 272 units); (Note: The total area is 18,807m². This includes all uses, eg. resi, commercial and carpark. ▪ Flexible commercial floorspace (A1, A2, A3, A4, B1, D1, D2) (1,394m²); ▪ 105 car parking spaces comprising 63 residential spaces (including 4 car club spaces) and 42 commercial spaces;
4	2.1.4	The Barford Chemicals building is derelict and vacant.	It is our understanding that the Barfords Chemical Building has been demolished with relation to works undertaken by Roof Property LLP. The only building remaining are from RS Foods and 94 Abbey Road.
6	2.2.3	Reduction in the residential floor to ceiling heights from 2.5m to 2.35m	Ceiling heights are 2.4m
7	2.2.6	The flexible commercial floorspace will be designed, constructed, fitted out and marketed, for a period of 12 months	The floorspace of block A will only be carried out when a viable agreement with a creative investor will be signed. We cannot afford to fit it out without certainties. Our intention remains obviously to reach this agreement.
7	2.2.7	408m ² of ground floor flexible commercial floorspace	409m ² (Block B)
7	2.2.9	418m ² of ground floor flexible commercial floorspace	425m ² (Block D)
7	2.2.10	The Creative Square is designed to accommodate 37 car parking spaces for use by Roof Holdings Ltd. and tenants of the Malthouse and flexible commercial accommodation.	Included within the 37 Creative Square spaces are 4no wheelchair dedicated residential spaces for Blocks A and B.
8	2.2.16	36 car parking spaces will be allocated to Blocks A and B under an interim arrangement before the undercroft car park is constructed.	37 spaces... ... allocated also to the Granary
10	5.2	A minimum proportion of photovoltaic panels should be agreed and secured by condition; <i>Refer to condition C3</i>	The condition C3 does not specify the required quantity of PVs.
10	5.2	In addition, the applicant should increase the provision of disabled parking car and cycle parking, amend the transport assessment report and travel plan, and undertake a Pedestrian Environment Review System Audit and a Disability Discrimination Act assessment of bus stops	The report does not acknowledge the additional work we have done in response to this point.

26	9.37	The elevations fronting the Creative Square and Granary Central Square are animated by steel and glass balconies					Balconies are not glass. Proposal is aluminium cladding and vertical railing.				
28	9.5	725 habitable rooms					724 habitable rooms				
30	9.66	Unit Type	Private	Intermed.	Social	Total	Unit Type	Private	Intermed.	Social	Total
		1-bed	105	10	8	123 (45%)	1-bed	105	10	9	124 (45%)
		2-bed	83	20	14	117 (43%)	2-bed	83	20	13	116 (43%)
35	9.97	As discussions with TfL are ongoing about modal share targets, it is recommended that a planning condition requires its future submission					We are not aware of what 'modal share targets' are being discussed.				

* Note the same figures appear in several places throughout the report. Only the first mention has been referenced above.