



Seaford Town Council

**To the Members of the Planning and Highways Committee**

A meeting of the **Planning and Highways Committee** will be held at the **Council Chambers, 37 Church Street, Seaford** on **Thursday 19<sup>th</sup> July 2018** at **7.00 p.m.** which you are summoned to attend

James Corrigan  
Town Clerk  
12<sup>th</sup> July 2018

**AGENDA**

**1. Apologies for Absence**

**2. Disclosure of Interests**

To deal with any disclosure by Members of any disclosable pecuniary interests and interests other than pecuniary interests, as defined under the Seaford Town Council Code of Conduct and the Localism Act 2011, in relation to matters on the agenda

**3. Public Participation**

In accordance with Standing Order 3 and Seaford Town Council Policy members of the public will be entitled to speak on general issues concerning this Committee on non-planning application matters at this point. People wishing to speak on planning applications may do so immediately before each planning application.

**4. Planning Applications**

Planning Applications Week ending 22<sup>nd</sup> June 2018

**Seaford**  
LW/18/0466

**15 Highlands Road**  
Planning Application – Two storey extension (resubmission of approved application LW/15/0694) for Mr S Rajput



**SEAFORD TOWN COUNCIL**

**REPORT 70/18 to PLANNING and HIGHWAYS COMMITTEE – THURSDAY 19<sup>TH</sup> 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 30<sup>th</sup> 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 6<sup>th</sup> September 2017 and outline consent was granted subject to the completion of a s.106 Agreement.

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

1.5 The Agreement , which runs to over 80 pages, sets out 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

9<sup>th</sup> July 2018

**SEAFORD TOWN COUNCIL**

**PLANNING and HIGHWAYS COMMITTEE – THURSDAY 19TH JULY 2018**

**ITEM 6 – CONSTRUCTION SITE AT TALLAND PARADE**

**REPORT OF PLANNING OFFICER (71/18)**

1. Members will recall that the owners of the construction site at Talland Parade lodged an appeal at Brighton Magistrates Court against the statutory notice served by Lewes D.C on 20<sup>th</sup> March 2018

2. Following the appeal, the requirements of the notice were 'frozen' pending the final Ruling of the Court

3. The appeal was dealt with at a preliminary hearing on 4<sup>th</sup> July. It was ruled by the Court that as the appeal form was not submitted prior to the statutory deadline no further action should be taken on it and the Council's notice should therefore come into effect.

4. The Owners were originally given a month to remove the scaffolding from the site. Following the failure of the appeal further discussions took place between the Owners and the District Council's officers. Assurances were given that preparatory works would commence on site by the end of July and that further substantial works would start at the beginning of September carrying on until February 2019.

5. The District Council has therefore extended the compliance period for the removal of the scaffolding to 31<sup>st</sup> August 2018 making it clear that if it is not removed by that date it will open to the Council to prosecute the Owners or take direct action to secure compliance

**RECOMMENDATION : That the report be noted**

Geoff Johnson  
Planning Officer

12<sup>th</sup> July 2018



Seaford Town Council

**Report 72/18**

**Agenda Item No:** 7  
**Committee:** Planning & Highways Committee  
**Date:** 19<sup>th</sup> July 2018  
**Title:** Update Report  
**By:** Geoff Johnson Planning Officer  
**Purpose of Report:** To inform the Committee of LDC decisions

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**Recommendations**

**You are recommended:**

- 1. To note the contents of the report.**
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**1. Information**

- 1.1** Please see the attached list in Appendix A showing LDC decisions on previous applications put before this Committee, which is for reference only.

The decision notices for these applications can be found in the LDC Planning Decisions File placed in the Members' Room or via the Lewes Planning Portal [www.lewes.gov.uk/planning/15501.asp](http://www.lewes.gov.uk/planning/15501.asp).

**2. Financial Appraisal**

There are no financial implications to the Council as a result of this report.

**3. Contact Officer**

The Contact Officer for this report is Geoff Johnson, Planning Officer

Planning Officer



**APPENDIX A**

**UPDATE REPORT 72/18 for PLANNING AND HIGHWAYS COMMITTEE- THURSDAY 19<sup>th</sup> JULY 2018. ITEM 7**

**DECISIONS MADE BY LEWES D.C SINCE THE LAST COMMITTEE MEETING.**

**APPROVED BY LDC-NO OBJECTION FROM STC**

**LW/18/0277 30 MARINE DRIVE BISHOPSTONE – Front and rear dormers (17/05)**

**LW/18/0263 28 FAIRWAYS ROAD - Rear extension and loft conversion (07/06)**

**LW/18/0273 –6 ST WILFRED'S PLACE – Conversion of internal garage to annex accommodation with side/rear extensions (condition imposed restricting use to annex-only) (28/06)**

**LW/18/0395 26 HILL RISE – Extension and improvements (07/06)**

**LW/18/0370 CLOVERDOWN LINKS ROAD – Demolition of garage and erection of single storey extension (07/06)**

**LW/18/0252 13 BELGRAVE ROAD – Demolition of garage and erection of two storey and single storey rear extension with link (26/04)**

**LW/18/0342 61 FARM CLOSE – Single storey extensions to rear and side (07/06)**

**LW/17/0868 20 HIGH STREET Listed Building Consent- Repair works and internal alterations (01/02)**

**APPROVED BY LDC – OBJECTION FROM STC**

None

**REFUSED BY LDC-OBJECTION FROM STC**

**LW/18/0146 FIELDINGS 18 FIRLE ROAD – New bungalow at rear (Reasons: Impact on Conservation Area and unacceptable back land development) (07/06)**

**REFUSED BY LDC-NO OBJECTION FROM STC**

None

Geoff Johnson  
Planning Officer

12<sup>TH</sup> July 2018