

# Report to Area Plans South Sub-Committee



**Epping Forest  
District Council**

**Date of meeting: 25 November 2015**

**Subject: Development Control agenda item No. 12  
(Planning Application ref EPF/1862/15)**

*Proposed development:*

Development of Chigwell Grange to provide 43 residential units (excluding 4 houses already built in accordance with previous planning permission EPF/2430/07) with associated landscaping and parking details.

Site at Chigwell Grange, High Road, Chigwell

**Officer contact for further information:**

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## Supplementary Report and Recommendations

### Revised Recommendations:

That planning permission be granted, subject to the completion within 4 months, of an agreement under Section 106 of the Town and Country Planning Act 1990 in respect of the following financial contributions:

#### *Non-Affordable Housing contribution:*

(a)	Access way commuted sum	£104,376.96
(b)	Open space commuted sum	£395,141.22
(c)	Plant defect sum	£13,419.89
(d)	Sports pavilion and interpretation Centre (maintenance)	£898,901.29

#### *Affordable Housing contribution:*

- (e) £540,344.70 on implementation of the planning permission, in lieu of the provision of on-site affordable housing; and
- (f) A Deferred Contribution of up to £779,655.30 prior to occupation of the last 3 dwellings, subject to a further Review Viability Appraisal being undertaken on an "open book basis" (prior to the last 3 dwellings being occupied), comprising all the actual costs and sales income for the development, to assess any additional surplus available to pay the Deferred Contribution - with the Deferred Contribution calculated on the basis that, if the surplus is more than £540,344.70, it shall be a sum equivalent to 50% of the surplus above this figure.

**And subject to the following conditions:**

1. The development hereby permitted must be begun not later than the expiration of three years beginning with the date of this notice.
2. The development hereby permitted will be completed strictly in accordance with the approved drawings nos: C164 P01, C164 P03, C164 P04, C164 P05, C164 P07, C164 P10, C164 P11, C164 P12, C164 P13, C164 P14, C164 P15, C164 P16, C164 P17, C164 P18, C164 P20, C164 P21, C164 P22, C164 P23, C164 P24, C164 P25, C164 P26, C164 P28, C164 P30, C164 P32, C164 P34, C164 P36, C164 P38, C164 P45, 1008 A3 01, 1008 A3 02, 1008 A3 03, 1008 A3 04, 1008 A3 05, 1008 A3 06, 1008 A3 07, 1008 A3 08 and 1008 A3 09.
3. No development shall take place until a detailed remediation scheme to bring the site to a condition suitable for the intended use has been submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approved remediation scheme unless otherwise agreed in writing by the Local Planning Authority. The remediation scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures and any necessary long term maintenance and monitoring programme. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 or any subsequent version, in relation to the intended use of the land after remediation.  
[Note: This condition must be formally discharged by the Local Planning Authority before the submission of details pursuant to the verification report condition that follows]
4. Following completion of measures identified in the approved remediation scheme and prior to the first use or occupation of the development, a verification report that demonstrates the effectiveness of the remediation carried out must be produced together with any necessary monitoring and maintenance programme and copies of any waste transfer notes relating to exported and imported soils shall be submitted to the Local Planning Authority for approval. The approved monitoring and maintenance programme shall be implemented.
5. In the event that any evidence of potential contamination is found at any time when carrying out the approved development that was not previously identified in the approved Phase 2 report, it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with a methodology previously approved by the Local Planning Authority. Following completion of measures identified in the approved remediation scheme, a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with the immediately above condition.
6. No development, including works of demolition or site clearance, shall take place until a Tree Protection Plan Arboricultural Method Statement and site monitoring schedule in accordance with BS:5837:2012 (Trees in relation to design, demolition and construction - recommendations) has been submitted to the Local Planning Authority and approved in writing. The development shall be carried out only in accordance with the approved documents unless

the Local Planning Authority gives its written consent to any variation.

7. The details of the submitted Liz Lake Associates hard and soft landscape works, including details of boundary treatment shall be carried out as approved, unless otherwise agreed in writing by the Local Planning Authority. Soft landscaping shall be completed by the end of the first planting season following the substantial completion of the development hereby approved. If within a period of five years from the date of the planting or establishment of any tree, or shrub or plant, that tree, shrub, or plant or any replacement is removed, uprooted or destroyed or dies or becomes seriously damaged or defective another tree or shrub, or plant of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.
8. All construction/demolition works and ancillary operations, including vehicle movement on site which are audible at the boundary of noise sensitive premises, shall only take place between the hours of 07.30 to 18.30 Monday to Friday and 08.00 to 13.00 hours on Saturday, and at no time during Sundays and Public/Bank Holidays unless otherwise agreed in writing by the Local Planning Authority.
9. No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:
  1. The parking of vehicles of site operatives and visitors
  2. Loading and unloading of plant and materials
  3. Storage of plant and materials used in constructing the development
  4. The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
  5. Measures to control the emission of dust and dirt during construction, including wheel washing.
  6. A scheme for recycling/disposing of waste resulting from demolition and construction works.
10. No construction works above ground level shall take place until documentary and photographic details of the types and colours of the external finishes have been submitted to and approved by the Local Planning Authority, in writing. The development shall be implemented in accordance with such approved details.
11. The development hereby approved shall be carried out in accordance with the recommendations of Greengage in section 6.0 of their submitted phase 1 habitat survey, section 6.0 of their submitted reptile survey and section 5 of their submitted bat survey and all recommendations of Herpetologic in section 7 of their submitted Amphibian survey.
12. Prior to first occupation of the development hereby approved, the proposed upper level front elevation window openings of the house at plot 43 serving a landing, bathroom and en-suite bathroom shall be entirely fitted with obscured glass and have fixed frames to a height of 1.7 metres above the floor of the room in which the window is installed and shall be permanently retained in that condition.

## Report Detail

1. At the time of agenda publication, despite extensive negotiations, it had not been possible to reach agreement between the Applicant, the Director of Communities and the Director of Governance on the level of financial contribution that could be paid by the applicant to the Council for this development, in lieu of on-site affordable housing provision, in order to fund the provision of affordable housing elsewhere in the District. For this reason, Officers recommended refusal of the planning application, due to an insufficient affordable housing provision
2. However, since the publication of the agenda, further detailed negotiations have been undertaken between the two parties and an agreement has now been reached on a level of financial contribution that both the Directors of Communities and Governance are able to recommend to the Sub-Committee.
3. The report in the main agenda explains that there is a difference in view of the level of surplus that the development will generate, that could fund a financial contribution for affordable housing, whilst remaining viable. The Applicant has assessed that the surplus will be £480,357, although has offered £540,344.70 (which represents the affordable housing contribution agreed for the previous planning application for the site, by another applicant, plus contributions for transport and contaminated land remediation, that are no longer required – indexed to current values). Kift Consulting, on the other hand (the Council's affordable housing viability consultants), have assessed that the surplus will be around £2.17million, at today's prices.
4. Following these further negotiations, the applicant and the Directors of Communities and Governance have agreed, in principle, the payments and arrangements for the affordable housing contribution set out under the "Revised Recommendations" above, which both Directors are now happy to recommend to the Sub-Committee for approval.
5. The agreement is based on:
  - (a) Payment of the full amount offered by the Applicant (£540,344.70) on implementation of the planning permission - which is more than their assessment of the available surplus and represents an early receipt of the payment by the Council, before any properties are built and sold;
  - (b) A review mechanism whereby a further Viability Appraisal would be undertaken, on an "open book basis", which would set out all the actual costs and sales income for the development.

The purpose of this further Viability Appraisal will be to assess whether or not the actual surplus generated by the development is greater than the Applicant's assessment of £480,357. If the surplus is greater than the £540,345 that will have been paid on implementation of the planning permission, the additional surplus will be shared 50/50 between the Council, up to a maximum additional payment of £779,655.30 (referred to as the "Deferred Contribution").

The figure of £779,655.30 represents the difference between the mid-point of the surpluses assessed by the Applicant and Kift Consulting

(£1.32million) and the first payment made on implementation. The additional surplus is to be shared 50/50 as an incentive for the Applicant to maximise the sales values and to minimise their costs, in order to maximise the affordable housing contribution. As can be seen, the full £779,655.30 would be payable if Kift Consulting's assessment of the surplus (£2.17m) proves to be correct.

The further Viability Appraisal is being required to be undertaken (and the Deferred Contribution paid) prior to the last 3 dwellings being occupied, in order to provide assurance to the Council that any due payment will be made before completion of the development.

6. The Section 106 Agreement will, of course, include all the other required detailed clauses to safeguard both the Applicant's and the Council's position, including arbitration clauses in the event of a dispute over the level of the Deferred Contribution.