

## **APPENDIX 2**

### **SOUTHERN PLANNING COMMITTEE 10 March 2010 UPDATES**

**APPLICATION NO:** 09/4076N

**PROPOSAL:** 11 Houses with parking, a new residential open space, formation of a new vehicular and pedestrian access onto Abbey Park Way

**ADDRESS:** Land west of 1 Abbey Park Way, Weston, Crewe

**APPLICANT:** Countryside Properties

#### **Amended Plans**

An amended site layout plan has been received which confirms that the garages shown on the site layout for plots 3, 4 and 11 will not be provided but will be replaced with parking spaces. Gates to be provided in fences to allow rear access are also shown.

In addition a detailed plan showing the layout of the garages to be provided on the site is submitted which confirms where the personnel door will be located in each garage.

#### **Additional Information**

Policy EM18 of the North West of England Plan Regional Spatial Strategy to 2021 requires that for developments of 10 or more dwellings, at least 10% of the predicted energy requirements should be obtained from decentralised and renewable or low carbon energy sources, unless it can be demonstrated by the applicant having regard to the type of development and its design that this is not feasible or viable.

The applicant has now submitted additional information in relation to this policy requirement which confirms that:-

- On a development of this nature, for 11 dwellings, the only feasible option would be a 'micro' solution such as solar panels or photovoltaic's;
- Introducing such features onto this site, a small part of a larger site which does not contain such features, would be out of keeping with the character of the area, particularly as in order to be effective they would need to be located on the south-facing roof slopes which face onto the road.
- The alien nature of these features would be all the more apparent at this particular site because it is directly opposite the access road to the overall development.
- In view of the significant, and costly, community benefit we are offering as part of this proposal - £25,000 towards the running of the community hall, these amendments are not viable in financial terms.
- The above points demonstrate that in this instance it would not be feasible or viable to meet this requirement.

#### **OFFICER COMMENTS**

##### **Amended plans**

The amended site layout retains 18 parking spaces however the provision of parking spaces instead of garages for plots 3, 4 and 11 means that cars will not park in front of garage doors with the potential to limit the movement of cars into and out of the parking court. Therefore under the amended plan the operation of the parking court is improved.

##### **Additional Information**

The policy requirements in relation to the provision of Decentralised Energy Requirements are given above. It is accepted that to provide photovoltaics on this site which is in a prominent location would

be detrimental to the appearance of the development bearing in mind the appearance of other nearby development. Similarly a substantial commuted payment is being offered to secure the delivery of the community hall. It is therefore considered that in this case for design and financial reasons it is not appropriate to require the provision of decentralised energy requirements.

### **Landscape Scheme**

The landscape scheme for the site shows planting either side of the access route to the garage court. Countryside Properties have confirmed that drains and services into the garage court will be placed in the central hard surfaced area of the access and a condition should be attached to ensure that this happens. This will then allow the areas each side of the access to be planted.

### **Alterations to Recommendation**

The recommendation at the end of the officer report should be clarified to allow the country park and community hall to be managed *and owned* separately. In addition the recommendation should be extended to ensure that the Deed of Variation includes the payment of a commuted sum of £25,000 towards the initial set up and running costs of the community hall provided that the transfer of the hall occurs within 12 months of the date of the agreement.

The commuted payment offered by Countryside Properties is subject to restrictions as detailed on pages 26 and 27 of the main report. Countryside request that there is immediate transfer of the community hall to Cheshire East Council or Weston and Basford Parish Council with the provision to transfer to another party should the Parish Council decide not to continue beyond the initial trial period. There is currently no intention to transfer the hall to Cheshire East Council. The intention is to transfer the hall to the Parish Council. In seeking to achieve the transfer the Borough Council will have no ability to ensure "immediate transfer". This will be controlled by the Parish Council and Countryside Properties and their respective solicitors. Similarly Countryside Properties request the "immediate transfer" of the country park. This again will be in the control of the golf course operator and Countryside Properties and their solicitors.

It is noted that Countryside's offer is subject to the requirement that should the community hall not be transferred within 12 months of the date of the completion of the agreement then Countryside should be at liberty to seek alternative uses. The Committee report confirms that the restriction that the sum be available for a period of 12 months only is considered reasonable. Since the sum is available for a 12 month period it is considered that the transfer of the community hall should also be required within 12 months of the signing of the agreement.

## **RECOMMENDATION**

**Subject to the completion and signing of a variation to the Section 106 agreement to:**

- (1) allow the country park and community hall to be managed and owned separately,**
- (2) the development of the mixed use site for housing,**
- (3) the payment of a commuted sum of £25,000 towards the initial set up and running costs of the community hall provided that there is transfer of the hall within 12 months of the date of the agreement**

**APPROVE** subject to conditions as per officer report with an additional condition to secure the provision of services in the hard surfaced area of the access to the garage court to ensure that planting is provided at each side of this access.