

CHESHIRE EAST COUNCIL

SOUTHERN PLANNING COMMITTEE

Date of meeting: 13th May 2009
Report of: Head of Planning and Policy
Title: Report in Relation to Section 106 Agreement for Planning Application for Sheltered Apartments and House Manager's Accommodation on land off Red Lion Lane, Nantwich for McCarthy and Stone (Developments) Ltd.

1.0 Purpose of Report

- 1.1 To seek the approval of the Committee for alterations to the definitions in the Section 106 Agreement for the Sheltered Apartments currently under construction in Red Lion Lane Nantwich, which was the subject of planning application P05/1618. The effect of the alterations would be to remove the requirement for the provision of a House Manager's apartment.

2.0 Decision Required

- 2.1 Members approve the variations to the definitions contained in the Section 106 Agreement relating to Red Lion Lane in the manner set out in paragraph 6.4 of this report.

3.0 Financial Implications for the Council

- 3.1 Costs for staff time to vary the Agreement.

4.0 Legal Implications for the Council

- 4.1 None

5.0 Risk Assessment

- 5.1 None.

6.0 Background and Report

- 6.1 A report on planning application P05/1618 for Sheltered Apartments for the Elderly and House Manager's Accommodation with landscaping and car parking was considered by the Development Control Committee of the former Crewe and Nantwich Borough Council on 27th July 2006. The application was recommended for approval subject to the applicant signing a Section 106 Agreement for a commuted payment of £100,000 in lieu of the provision of affordable dwellings within the development;

occupation of the units to be limited to persons not less than 55 years of age and the provision of communal facilities, site warden and communal alarm system with care and support services.

- 6.2 The Section 106 agreement was completed, signed and the planning permission issued. Development has commenced and the applicant, McCarthy and Stone, has now written to the Council requesting an alteration to the Agreement.
- 6.3 The developer originally intended to provide a resident House Manager and this is reflected in the existing wording in the First Schedule of the Agreement, to provide the on-site House Manager's Accommodation. However EU legislation now prevents the House Manager being on call when not working the set hours. The House Manager will still manage the Sheltered Apartments whether living on site or not and the office accommodation for the House Manager will still be retained. One added benefit in not providing accommodation for the House Manager on site is that residents will not need to fund the House Manager's Accommodation through service charges.
- 6.4 The developer requests that (1) the definition of "Communal Facilities" be changed to exclude reference to the "House Manager's Accommodation" and (2) to delete the definition of "House Manager's Accommodation" from the definitions at the start of the Agreement.
- 6.5 The Legal Agreement includes definitions for the words "Communal facilities", "House Manager", and "House Manager's Accommodation". "House Manager" means "A person or persons who are available between the hours of 9.00am and 5.00pm five days a week as a minimum to give assistance and support to any resident of any Sheltered Unit." "House Manager's Accommodation" is defined as "An apartment to be occupied by the House Manager and his or her partner". "Communal Facilities" is defined as "Facilities comprising landscaping, car parking, buggy/ cycle store, refuse store, CCTV entry system, House Manager's office and accommodation, lift, guest accommodation, Careline system, resident's lounge and laundry."
- 6.6 The developer no longer wishes to provide the House Manager's Accommodation in the development. It is proposed that this unit be occupied by a resident/ residents. There is no condition on the planning permission for the House Manager's apartment to be provided solely for use by the House Manager. The approved plans for the development do not specify which unit is to form the House Manager's accommodation. The requirement for a manager to be available is governed by the definition in paragraph 6.5 above. Thus there is no requirement for the House Manager to be available outside the hours of 9.00am to 5.00pm five days a week. It is not necessary for the House Manager to live on site to provide this cover. The Careline system will provide emergency cover during the hours when the House Manager is not working whether or not the House Manager is living on site.
- 6.7 The Agreement requires that the sheltered accommodation shall not be occupied or used as private residential accommodation at any time without the

provision of the Communal Facilities, the House Manager or the Careline system unless otherwise agreed in writing by the Council. The developer considers that since the Agreement only requires the provision of the House Manager or the Careline system, at any time, it is not necessary to provide the House Manager's Accommodation for the House Manager to fulfil the duties required by the definitions in the Agreement.

7.0 Reasons for Recommendation

- 7.1 Care can still be provided for residents living in the sheltered accommodation in accordance with the requirements of the legal agreement, seven days a week, twenty four hours a day through a combination of the House Manager and the Careline system whether or not residential accommodation is provided on-site for the House Manager.
- 7.2 There are therefore no objections to the removal of the definition of House Manager's Accommodation from the definitions at the start of the agreement or the deletion of reference to the House Manager's Accommodation in the definition of Communal Facilities.

For further information:

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Background Documents:

*Planning File and correspondence reference P05/1618
Documents are available for inspection at:Municipal Buildings, Earle Street, Crewe
CW1 2BJ*