

**APPENDIX E****TABLED UPDATE FOR DEFERRED ITEM 1****17/505711/HYBRID Land at Wises Lane Borden**

Members will note that paragraphs 2.02 (5) and 2.05 of the report state that Members will be updated on further negotiations with the applicant. This update is provided below –

The Rugby Facility – the applicant has agreed to bring forward delivery of the rugby facility to a point prior to occupation of 180 dwellings. The timing of this is based on the provision of access and services to the site. The rugby facility was originally shown to be delivered prior to the occupation of phase 5 of the development – which equated to a delivery point at 549 occupied dwellings. As Members can see, the revised trigger brings this considerably forward.

Highways matters – Members will note in paragraph 2.04 of my report that local Ward Members had raised a number of queries relating to highways issues. The local Members have now met with KCC Highways and following this, the amendments below have subsequently been agreed with the developer.

- That the trigger for payment of the southbound on-slip highway contribution (from the new roundabout onto the A249) is brought forward from prior to occupation of 200 dwellings to a trigger of prior to occupation of 150 dwellings (set out in the S106 Agreement).
- That the trigger for completion of the spine road between Chestnut Street and Wises Lane is brought forward from prior to occupation of 199 dwellings to 160 dwellings (this necessitates a change to the wording of condition 21).
- That the trigger for signalisation of Wises Lane / London Road (as set out in condition 26) is made more flexible, to allow KCC Highways to consider whether signalisation is still necessary once the spine road connection to Chestnut Street has been opened. The revised wording is specified at the end of this update.
- That two bus stops will be provided on Wises Lane - to be added to the S106 Agreement.
- That the development retains a vehicular link between Wises Lane and Cryalls Lane during the construction process. This can be achieved via a condition. Please see proposed condition 70 below.
- That commuter parking is provided on the proposed spine road as an alternative to parking on Chestnut Street, and that HGV restrictions are placed on this area of parking. The 106 Agreement can be amended to state that such parking will be provided on the spine road in close proximity to the Tudor Rose PH instead of that on Chestnut St. The reserved matters will show such detail. If the layby is provided on the north side of the spine road, the strategic landscaping on the southern side should not be affected. The restriction on HGV use will be covered under relevant Highways legislation.
- That the distance of the bus layby for school drop off / pick up as set out in condition 27 is reduced from the 160m maximum distance specified to one more comparable with the distance between the current A2 stops and school buildings. A revised condition to deal with this is set out below.

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The list below sets out the amended / additional conditions following discussions with Local members and the developer, and as agreed with KCC Highways.

21) No more than 160 dwellings shall be occupied until the entire length of the internal spine road between Wises Lane and Chestnut Street has been constructed to an adoptable standard and made available for public use.

Reason: In the interests of highways safety and to ensure early delivery of part of the spine road.

26) No more than 100 dwellings shall be occupied until a Section 278 Agreement has been entered into with the Highway Authority for delivery of a detailed scheme for signalisation at the junction of Wises Lane and the A2 London Road. All associated works shall be completed within 18 months of being served notice to commence by the Highway Authority provided always that such notice is not served prior to the occupation of the 150th dwelling and not later than the occupation of the 500<sup>th</sup> dwelling.

Reason: In the interests of highways safety, and to ensure that impacts upon protected trees are minimised.

27) The details submitted in pursuance of condition 2 shall include the provision of a bus layby on the spine road to be sited at a distance comparable to that between the current A2 bus stop and Westlands school. The layby shall be completed in accordance with the approved details prior to the occupation of any dwelling within the same phase.

Reason: To provide a facility for school buses to utilise, as an alternative to London Road.

70) No development shall be commenced (other than as required under condition 20) until a scheme to demonstrate the retention and phasing of road connections during the construction process has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be designed to ensure the retention of a link between Wises Lane and Borden Lane, via Cryalls Lane (and connecting roads beyond the site) throughout the duration of the development, until the proposed spine road between Wises Lane and Borden Lane has been constructed to an adoptable standard and made available for public use.

Reason: In the interests of highways safety and convenience.

The applicant has also sought for some minor changes to the wording of the following conditions, which I am agreeable to and do not consider that these change the overarching substance or effect of such conditions –

Condition 7 (Phasing) – to be amended to allow phase 1A to be commenced free from this condition (as this is the first phase of this application which has been considered in detailed form (whereas the remainder of the development is in outline)).

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Condition 9 (details of sustainable construction) – to be amended to apply “prior to development beyond the construction of foundations” rather than “prior to commencement of development” in any phase.

Condition 58 (gas protection measures) – to be amended to require such details to be provided prior to development in each phase of development. This enables the development to commence without the requirement for site-wide testing, but still puts in place control / protection measures for each phase.