

LONDON BOROUGH OF ENFIELD

PLANNING COMMITTEE

Date : 22 March 2016

Report of
Assistant Director, Planning,
Highways & Transportation

Contact Officer:
Andy Higham
Andy Bates
Mr R. Singleton

Ward: Highlands

Application Number : 16/00426/106REV

Category: Major Large Scale –
Dwellings

LOCATION: CHASE FARM HOSPITAL, THE RIDGEWAY, ENFIELD, EN2 6JL

PROPOSAL: Review of S106 Agreement under ref: 14/04574/OUT to change Trigger Point Between Housing Delivery and School Construction for redevelopment of site for mixed use to provide up to 32,000sq m of replacement hospital facilities, construction of a 3-form entry primary school including temporary facilities pending completion of permanent school and construction of up to 500 residential units, provision of additional hospital access opposite Ridge Crest and provision of egress to the school site via Shooters Road, involving demolition of hospital buildings and associated residential blocks, partial demolition of Clock Tower complex, removal of microwave clinical waste treatment plant and fuel oil burner, retention of Highlands Wing, retention and extension of existing multi- storey car park, provision of associated car parking, cycle parking, plant, hard and soft landscaping, public realm improvements and associated works. (Outline application: Access) as varied by 15/04547/FUL.

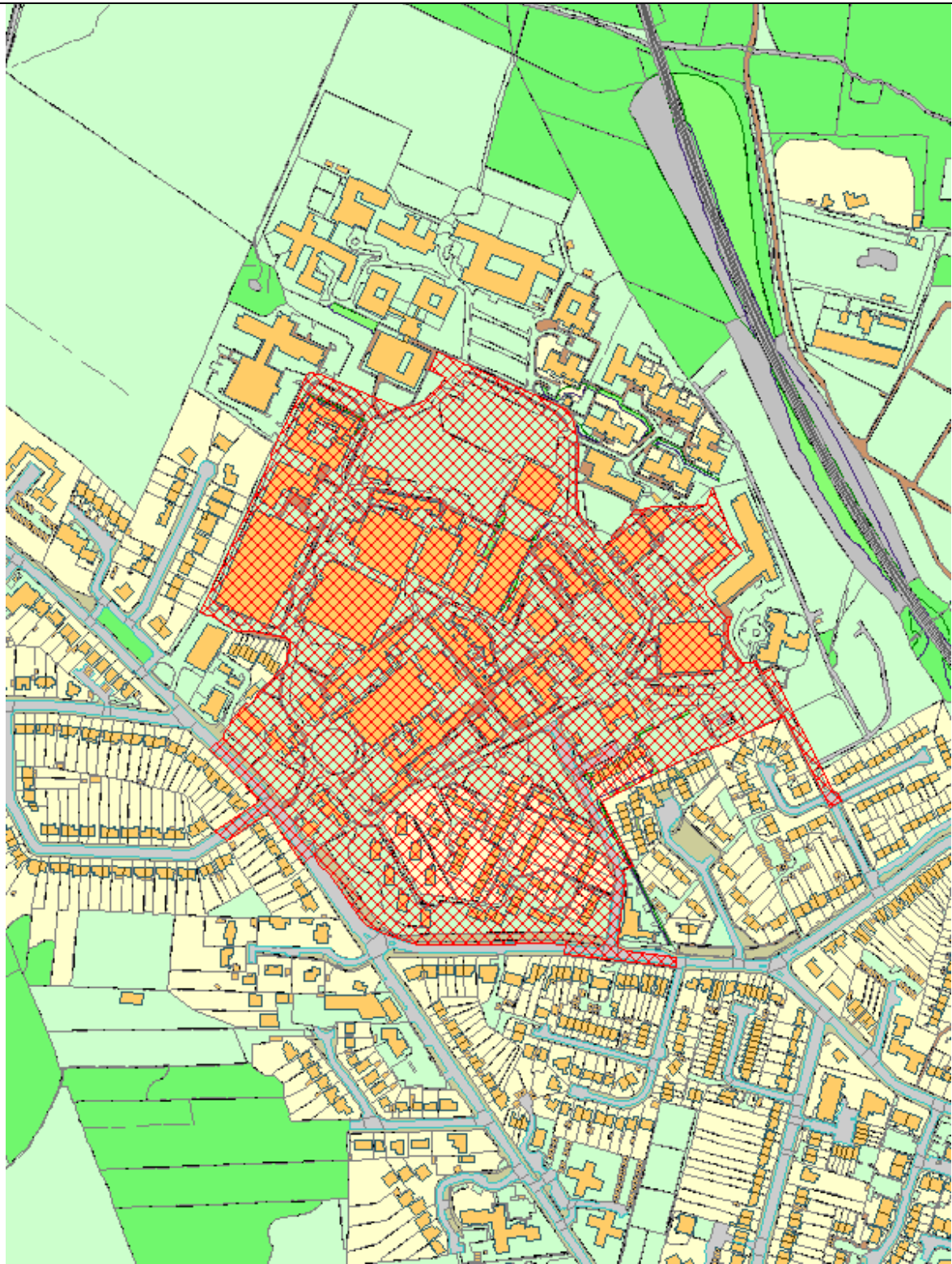
Applicant Name & Address:
Royal Free London NHS Foundation Trust
C/O Agent

Agent Name & Address:
Mr Paul Burley
Montagu Evans
Montagu Evans LLP
5 Bolton Street
W1J 8BA
United Kingdom

RECOMMENDATION:

That a deed of variation to the existing s106 be agreed in principle and delegated authority be **GRANTED** to the Head of Development Management / Planning decisions Managers it issue the deed of variation subject to agreement on the wording of relevant definitions and clauses.

Ref: 16/00426/106REV LOCATION: Chase Farm Hospital, The Ridgeway, EN2 8JL,



Reproduced by permission of Ordnance Survey on behalf of HMSO. ©Crown Copyright and database right 2013. All Rights Reserved. Ordnance Survey License number 100019820

Scale 1:5000

North



1. Site and Surroundings

- 1.1 The site comprises Chase Farm Hospital complex, a 14.9 hectare plot of land with principal health care usage with ancillary staff / residential accommodation laying to the south of the site. The main hospital is located to the north and is contained within a series of 3-4 storey healthcare blocks, ad-hoc temporary structures, single storey buildings and a multi-storey car park. In this regard, area is mixed in terms of character, a legacy of historic hospital expansion that radiates out from the original (and heavily extended) Victorian core.
- 1.2 A number of adopted routes penetrate the site with principle access to both the hospital and Mental Health Trust facilities spread between Hunters Way to the south and The Ridgeway to the east. The site is bounded by The Ridgeway to the west and Lavender Hill to the south. Both are classified roads. To the north-west and south-east, predominately residential properties line a series of cul-de-sacs namely Spring Court Road and Albuhera Close / Shooters Road respectively. The retained Mental Health Trust land and secure unit lays to the north-east of the site.
- 1.3 Over-spill car parking facilities permeate the site and the hospital provides the terminus for a series of bus routes including the W8 and 313. Gordon Hill mainline train station lies to the east of the site and a number of surrounding residential roads are subject to Controlled Parking. Overall, the site has a Public Transport Accessibility Level of 2
- 1.4 The site is adjacent to designated Green Belt to the north and east of the site.
- 1.5 The site is not within a Conservation Area and does not form part of the curtilage of a Listed Building, albeit where the Victorian Clock Tower complex is considered to be a non-designated heritage asset.
- 1.6 A number of established and vintage trees pepper the site throughout and the area is known to have bat activity and established bat roosts.
- 1.7 The site is not within a flood zone, but is at risk of surface water flooding.

2. Proposal

- 2.1 This is an application for a Deed of Variation pursuant to S106A and submitted under S73 of the Town and Country Planning Act 1990. The application seeks to vary the definitions and provisions of the Section 106 agreement secured under the parent application ref: 14/04574/OUT dated 23rd October 2015.
- 2.2 The parent scheme under ref: 14/04574/OUT was reported to Planning Committee on 12th March 2015 when Members resolved to grant planning permission subject to conditions, the Stage II Referral of the application to The Mayor of London and no objections being raised and subject to the satisfactory completion of a section 106 agreement.
- 2.3 The section 106 agreement was engrossed and the Mayor was content to allow the Council to determine the case. Accordingly planning permission was issued on 28th October 2015 for the redevelopment of the site for mixed use to provide up to 32,000sq m of replacement hospital facilities,

construction of a 3-form entry primary school including temporary facilities pending completion of permanent school and construction of up to 500 residential units, provision of additional hospital access opposite Ridge Crest and provision of access to the school site via Hunters Way, involving demolition of hospital buildings and associated residential blocks, partial demolition of Clock Tower complex, removal of microwave clinical waste treatment plant and fuel oil burner, retention of Highlands Wing, retention and extension of existing multi-storey car park, provision of associated car parking, cycle parking, plant, hard and soft landscaping, public realm improvements and associated works.

- 2.4 At Schedule 2 of the section 106 agreement dated 23 October 2015, the Owner covenanted with the Council a link between the residential land parcels and subsequent delivery, with the delivery and provision of a primary school containing 3-forms of entry to ensure educational needs generated by the development and existing within the wider area are met as part of the redevelopment strategy. Clauses 1-4 of Schedule 2 stated the following:
- i. not to Occupy any Residential Unit on Parcel A until the transfer of the School Land for the purposes of building the Primary School has completed;
 - ii. not to Occupy any more than 69% of the Residential Units on Parcel A until the Primary School has been Substantially Commenced;
 - iii. not to Commence Development on Parcel B i and / or Parcel B ii until the Primary School has been Substantively Commenced; and
 - iv. not to Occupy any more than 20% of the Residential Units on Parcel B i and Parcel B ii until the Primary School or part thereof has been opened and is in use.
- 2.5 The application seeks to amend the current Section 106 Agreement link between the delivery of housing and the construction of the primary school. Members are advised that this is the 'Third Deed of Variation' submitted for consideration.
- 2.6 Following the issuing of the parent consent a minor material amendment was subsequently submitted under ref: 15/04547/FUL. This sought minor amendments to the agreed parameters plans. This application was occasioned at Planning Committee on 17th December and a resolution to grant a minor material amendment was passed subject to a Deed of Variation to reflect the revised planning permission. On 23rd December 2015 the Council and the Owner entered into the Deed of Variation pursuant to section 106A of the TCPA 1990 to ensure the obligation in the original agreement applied to the revised planning permission. This is referred to as the 'First Deed of Variation'.
- 2.7 Under ref: 15/05021/RM, an application to discharge the outstanding reserved matters pursuant to ref: 14/04574/OUT as varied by 15/04547/FUL was submitted relating to matters of site layout, design, external appearance and landscaping for the hospital development only. The scheme was reported to Planning Committee on 26th January 2016 where members resolved to grant planning permission subject to a further Deed of Variation to reflect a reduced minimum floor area for the hospital site. Accordingly, on 1st February 2016

the Council and the Owner entered into a Deed of Variation pursuant to section 106A of the TCPA 1990 to reflect this change in floor area of the hospital. This is referred to as the 'Second Deed of Variation'.

- 2.8 Each of these subsequent applications (under refs: 15/04547/FUL and 15/05021/RM) while subject to Deed of Variations to the section 106 agreement in their own right, related to variations which were minor in nature either to reflect a revised planning permission or indeed a modest variation of floor area. However, the substantive body of the s106, its Heads of Terms and relevant Schedules remained unchanged and consequently remained consistent with the deliberations of members when determining the original decision.
- 2.9 The current application seeks more fundamental changes to largely remove the linkages between the residential development and delivery of the primary school. In this regard the applicant is proposing the following changes:

New Definitions

'Education Provider' means a reputable primary education provider that has been approved by the Council (acting reasonably)

'School Contract' means a contract for the sale of the Primary School Land to an Education Provider that demonstrates:

- i. through an appended programme and evidence that the delivery and opening of a new primary school will be of sufficient capacity to meet the demand for primary school places arising from the Residential Units to be constructed within the Development by the end of 2018 is achievable;
- ii. that the new primary school will be of sufficient capacity to meet the demand for primary school places arising from the Residential Units to be constructed within the Development; and
- iii. that the Education Provider has secured temporary arrangements to meet the demand for primary school places arising from the Residential Units to be constructed within the Development until such time as the Primary School has opened and is in use.

Replacement Clauses – replacement of Clauses 1-4 of Schedule 2 with

1. Not to Occupy any Residential Unit within the Development until the Owner has entered into a School Contract to an Education Provider.
- 2.10 For the avoidance of doubt, Members are advised that the application seeks the above changes as part of a Deed of Variation only: the section 106 agreement outside of the additional definitions and replacement clause stated remain unchanged as does the development to which the section 106 relates.

3. Relevant Planning Decisions

- 3.1 The site has an extensive planning history, however, the most applicable in the determination of the subject application are as follows.
- 3.2 14/04574/OUT – Redevelopment of site for mixed use to provide up to 32,000sq m of replacement hospital facilities, construction of a 3-form entry

primary school including temporary facilities pending completion of permanent school and construction of up to 500 residential units, provision of additional hospital access opposite Ridge Crest and provision of egress to the school site via Shooters Road, involving demolition of hospital buildings and associated residential blocks, partial demolition of Clock Tower complex, removal of microwave clinical waste treatment plant and fuel oil burner, retention of Highlands Wing, retention and extension of existing multi-storey car park, provision of associated car parking, cycle parking, plant, hard and soft landscaping, public realm improvements and associated works. (Outline application: Access) – Approved subject to conditions and s106 (28/10/15). In the interests of transparency, Members are advised that the committee report accompanying this application has been appended to the committee papers.

- 3.3 15/04547/FUL – Minor material amendment to 14/04574/OUT to revise the approved plan numbers (condition 1) for the redevelopment of site for mixed use to provide up to 32,000sq m of replacement hospital facilities, construction of a 3-form entry primary school including temporary facilities pending completion of permanent school and construction of up to 500 residential units, provision of additional hospital access opposite Ridge Crest and provision of egress to the school site via Shooters Road, involving demolition of hospital buildings and associated residential blocks, partial demolition of Clock Tower complex, removal of microwave clinical waste treatment plant and fuel oil burner, retention of Highlands Wing, retention and extension of existing multi-storey car park, provision of associated car parking, cycle parking, plant, hard and soft landscaping, public realm improvements and associated works. (Outline application: Access) – Approved subject to conditions and Deed of Variation to section 106 agreement (23/12/15)
- 3.2 15/05021/RM – Submission of part reserved matters approved under 14/04574/OUT as varied by 15/04547/FUL (for the replacement hospital facilities) in respect of appearance, landscape, layout and scale pursuant to condition 13 and details of siting, design and external appearance pursuant to condition 14, 15 and 16 of outline approval for the redevelopment of site to provide 36,764sqm of replacement hospital facilities, involving a part 5-storey hospital building, refurbishment of Highlands Wing, retention and extension of existing multi-storey car park, erection of a 3-storey detached energy building, hard and soft landscaping and associated works. (Outline application: Access) – Approved subject to a Deed of Variation (02/02/16)

4. Consultations

4.1 Statutory and non-statutory consultees

- 4.2 The nature of the application is such that there is no statutory requirement or obligation to consult. Typically an application for a Deed of Variation would be determined under delegated authority. The scheme is occasioned at Planning Committee in this instance consistent with the interest expressed by members on a site of strategic importance for the borough. In utilising its powers to conduct discretionary consultation only internal stakeholders have been consulted. Given the fact that the nature, use and quantum of development including all associated plans remain unaltered as part of this submission from the previously approved scheme, it is not considered that wider consultation with residents is appropriate given that an approval as

described under ref: 14/04574/OUT as varied by 15/04547/FUL has been conferred. On this basis only Estate Renewal were consulted and at the time of writing no response had been received. Any representations received will be reported as a late item.

- 4.3 In addition, Gary Barnes, the Assistant Director of Highways & Transportation, Regeneration, Leisure and Culture and on behalf of the Local Education Authority requested that members consider the following statement in support of the subject application:

'I write to advise planning committee members of the council's commitment to the provision of additional primary school places in the Enfield Town area through the building of a 3fe primary school on the Chase Farm site. The Council can confirm that it has exchanged contracts for the purchase of land on the Chase Farm Hospital site (Plot C) on the 18th March 2016 and is due to complete the sale on the 31st March 2016.

The site will enable the Council to build a 3fe primary school which will meet the identified future pupil need from the proposed development (1fe) and the forecast future need from the Town area (2fe). I attach the design and build programme for your information as appendix 1.

Finally to ensure the pupil place need is met during the building of the permanent school building the Council has opened a temporary school (The Ridgeway at Suffolk's) the temporary facilities are situated at Suffolk Primary school and currently has 6 classrooms. The temporary school is being managed by the Head Teacher of Suffolk's school but is a separate entity. Children using the temporary school are transported from their home area which is around the Chase farm site to Suffolk Primary school by free coach transport.

I hope the above provides evidence of the Councils commitment to the delivery of the new school facility.'

5. Relevant Policy

5.1 The London Plan

Policy 2.6 – Outer London: vision and strategy

Policy 2.7 – Outer London: economy

Policy 2.8 – Outer London: transport

Policy 2.14 – Areas for regeneration

Policy 3.1 – Ensuring equal life chances for all

Policy 3.2 – Improving health and addressing health inequalities

Policy 3.3 – Increasing housing supply

Policy 3.4 – Optimising housing potential

Policy 3.5 – Quality and design of housing developments

Policy 3.6 – Children and young people's play and informal recreation facilities

Policy 3.7 – Large residential developments

Policy 3.8 – Housing choice

Policy 3.9 – Mixed and balanced communities

Policy 3.10 – Definition of affordable housing

Policy 3.11 – Affordable housing targets

Policy 3.12 – Negotiating affordable housing on individual private residential and mixed use schemes
Policy 3.13 – Affordable housing thresholds
Policy 3.14 – Existing housing
Policy 3.15 – Coordination of housing development and investment
Policy 3.16 – Protection and enhancement of social infrastructure
Policy 3.17 – Health and social care facilities
Policy 3.18 – Education facilities
Policy 4.1 – Developing London’s economy
Policy 4.5 – London’s visitor infrastructure
Policy 4.12 – Improving opportunities for all
Policy 7.1 – Building London’s neighbourhoods and communities
Policy 7.2 – An inclusive environment
Policy 7.3 – Designing out crime
Policy 7.4 – Local character
Policy 7.5 – Public realm
Policy 7.6 – Architecture
Policy 7.7 – Location and design of tall and large buildings
Policy 7.8 – Heritage assets and archaeology
Policy 7.9 – Heritage-led regeneration

Housing Supplementary Planning Guidance

5.2 Local Plan – Core Strategy

Strategic Objective 1: Enabling and focusing change
Strategic Objective 2: Environmental sustainability
Strategic Objective 3: Community cohesion
Strategic Objective 4: New homes
Strategic Objective 5: Education, health and wellbeing
Strategic Objective 6: Maximising economic potential
Strategic Objective 7: Employment and skills
Strategic Objective 8: Transportation and accessibility
Strategic Objective 9: Natural environment
Strategic Objective 10: Built environment
Core Policy 1: Strategic growth areas
Core policy 2: Housing supply and locations for new homes
Core policy 3: Affordable housing
Core Policy 4: Housing quality
Core Policy 5: Housing types
Core Policy 6: Housing need
Core Policy 8: Education
Core Policy 9: Supporting community cohesion

S106 SPD

5.3 Development Management Document

DMD1: Affordable housing on sites capable of providing 10 units or more
DMD3: Providing a mix of different sized homes
DMD4: Loss of existing residential units
DMD6: Residential character
DMD8: General standards for new residential development
DMD9: Amenity space
DMD10: Distancing

DMD15: Specialist housing need
DMD16: Provision of new community facilities
DMD17: Protection of community facilities
DMD18: Early years provision
DMD37: Achieving high quality and design-led development
DMD38: Design process
DMD42: Design of civic / public buildings and institutions
DMD43: Tall buildings
DMD44: Conserving and enhancing heritage assets

5.4 National Planning Policy Framework

5.4.1 The National Planning Policy Framework (NPPF) introduces a presumption in favour of sustainable development. In this respect, sustainable development is identified as having three dimensions – an economic role, a social role and an environmental role. For decision taking, this presumption in favour of sustainable development means:

- approving development proposals that accord with the development plan without delay; and
- Where the development plan is absent, silent or relevant policies are out of date, granting permission unless:

Any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in the Framework taken as a whole; or

Specific policies in the Framework indicate development should be restricted.

5.4.2 The NPPF recognises that planning law requires that applications for planning permission must be determined in accordance with the development plan unless material considerations indicate otherwise. The NPPF does not change the statutory status of the development plan as the starting point for decision making.

5.4.3 In addition, paragraph 173 of the NPPF states that in the pursuit of sustainable development careful attention must be given to viability and costs in plan-making and decision-taking. Plans should be deliverable. Therefore, the sites and the scale of development identified in the plan should not be subject to such a scale of obligations and policy burdens that their ability to be developed viably is threatened. To ensure viability, the costs of any requirements likely to be applied to development, such as requirements for affordable housing, standards, infrastructure contributions or other requirements should, when taking account of the normal cost of development and mitigation, provide competitive returns to a willing land owner and willing developer to enable the development to be deliverable.

5.5 National Planning Practice Guidance

5.5.1 On 6th March 2014, the Department for Communities and Local Government (DCLG) launched the National Planning Practice Guidance (NPPG) to consolidate and simplify previous suite of planning practice guidance. Of particular note for members, the guidance builds on paragraph 173 of the NPPF stating that where an assessment of viability of an individual scheme in

the decision-making process is required, decisions must be underpinned by an understanding of viability, ensuring realistic decisions are made to support development and promote economic growth. Where the viability of a development is in question, local planning authorities should look to be flexible in applying policy requirements wherever possible.

6. Analysis

- 6.1 The principle of the redevelopment of the site to provide a new hospital of up to 32,000 sq.m of floor area, up to 500 residential units and the provision of an interim and permanent primary school for three forms of entry (630 sq.m and 3,600 sq.m respectively) has been established under ref: 14/04574/OUT. The quantum of development and access arrangements have not altered as a result of the current submission and hence considerations in the assessment of the current application for a Deed of Variation to the section 106 agreement are necessarily restricted to the consequences and risks associated with decoupling the link between housing delivery and the stated need for the provision of a 3 FE primary school as secured by the section 106 agreement dated 23rd October 2015 as amended by the Deed of Variation dated 23rd December 2015.
- 6.2 Under the parent outline application, the quantum of residential development was scrutinised through the canon of the Council's statutory responsibility to provide enough school places to meet demand. An assessment was undertaken on an area basis for primary school places using six primary place planning areas: Chase Farm is within the North Central area.

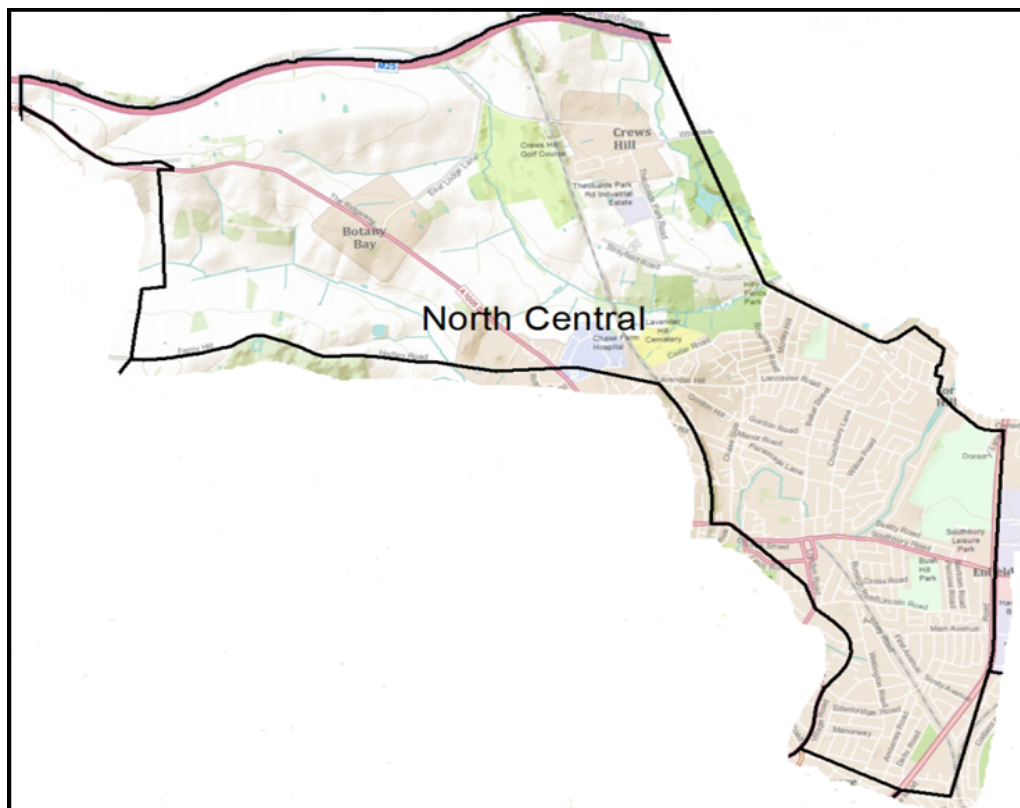


Illustration 1: North Central Area

- 6.3 The Education Authority submitted supporting evidence for the provision of a new school to the site. The evidence demonstrated that the North Central

area of the borough is one of particular demand, compounded by the lack of available options to deliver school expansions. The assessment was reported in the July 2014 Cabinet report on pupil places and set out the demand for this area as one additional form of entry for September 2015 (to meet demand and create some surplus to support parental choice) then a further additional form of entry from September 2019 (to maintain a degree of surplus capacity).

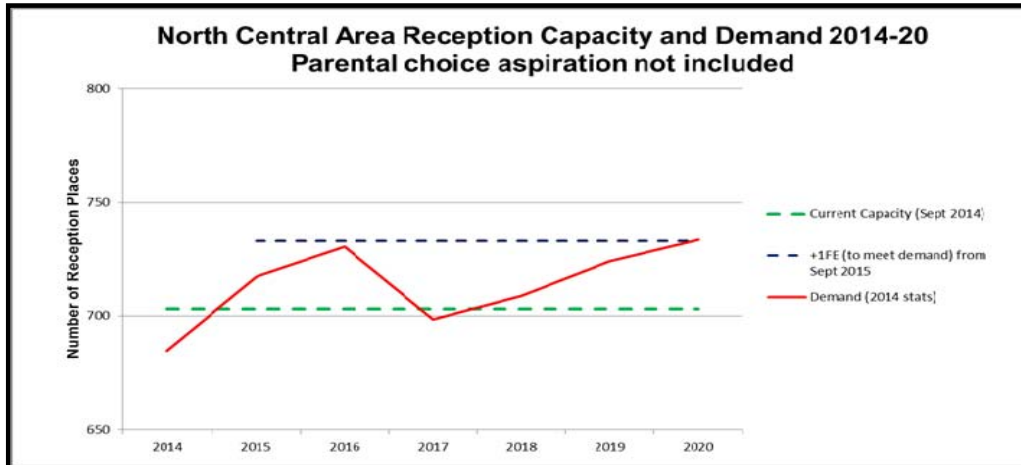


Figure 1: Capacity and demand to 2020

- 6.4 However, the assessment did not take account of the projected increased child yield and subsequent demand of the Chase Farm redevelopment site and the provision of up to 500 new residential dwellings. In consideration of this increase in residential accommodation in the North Central Area, the assessment was revisited and it was concluded that a further form of entry would be required to accommodate the increased needs derived from the development. Therefore, the total forecast demand for the North Central area is for a 3FE primary school. One form of entry is required to accommodate demand for primary school places from September 2015 with a further two forms of entry forecast for delivery by September 2017. The proposed temporary school would thus accommodate the immediate needs of the borough, before the substantive future requirements are accommodated by the permanent school.
- 6.5 Given the established need for two forms of entry to the wider area coupled with the net increase in need for further form of entry resultant from the residential scheme, members resolved that consent may only be granted on the basis that a temporary school was provided to accommodate immediate primary school needs while a replacement three form entry permanent school was constructed and linked to the delivery of the residential Parcels A, Bi and Bii. The weighting attributed to this material consideration determined that such a linkage rendered the residential element of the scheme acceptable in planning terms and accordingly was secured by Schedule 2 of the section 106 agreement dated 23rd October 2015 and as varied by agreement dated 23rd December 2015 which stated:
- i. not to Occupy any Residential Unit on Parcel A until the transfer of the School Land for the purposes of building the Primary School has completed;

- ii. not to Occupy any more than 69% of the Residential Units on Parcel A until the Primary School has been Substantially Commenced;
- iii. not to Commence Development on Parcel B i and / or Parcel B ii until the Primary School has been Substantively Commenced; and
- iv. not to Occupy any more than 20% of the Residential Units on Parcel B i and Parcel B ii until the Primary School or part thereof has been opened and is in use.

6.6 However, outside of this mutual dependence between the residential and educational site, lay a wider consideration that must also be attributed significant weight – namely the delivery of a modern healthcare facility at Chase Farm. The hospital development relies in part on the cross-subsidy of land disposal and receipt to fund the works. The appropriateness of the development in planning terms was therefore taken in the round and each element of redevelopment across the site – the hospital, the residential and the school – were intrinsically linked.

6.7 As part of their submission, the Royal Free London NHS Foundation Trust (hereby referred to as ‘the Trust’) reiterate their commitment to the redevelopment and re-provision of a hospital to the site funded by a combination of land sale proceeds, debt and public dividend capital (‘PDC’). The complexities of cross-subsidy coupled with a challenging timetable for delivery means that the majority of capital expenditure to deliver the new hospital is taking place over the next two years. Works to the hospital site have commenced. Uncertainty over the development of the school site both in terms of site disposal and the need to maintain hospital service continuity – particularly in relation to the Surgi-Centre to the north of Parcel C – coupled with disposal work proceeding in relation to the first residential parcel (Parcel A) which is critical to initial funding, has significantly increased the risk and time sensitivities required to fund the first phases of the hospital development. The Trust contend that it has become clear in the realisation of the hospital development programme that the wording of Schedule 2 and indeed the linkage between residential development and occupation with the delivery of the school are too restrictive and limiting the ability to maximise the cross funding realised from the residential development.

6.8 The Trust is reliant on receipts from disposal of Parcel A, the School Site, and eventually from the disposal of Parcel B to fund construction of the new hospital. Given the timetable for delivery by 2018, and the loading of the majority of capital expenditure over the next two years, the Trust are further relying on expeditious disposal of each of the stated sites and consequently are extremely sensitive to any delays in the process which may hinder or even prevent timely disposal. When set against a challenging timetable for delivery of the hospital, any uncertainty that relates to the delivery of the housing parcels could undermine delivery of the hospital. With this in mind, the programmes for disposal and delivery of Parcel A and the School Site give rise to some concerns with the Trust claiming it is important to the scope and success of the hospital development that the construction and occupation of Parcel A is not dependent on the physical development of the school.

6.9 Moreover, the Trust states that *‘any delay in the receipt of sales proceeds from Parcel A will require the Trust to take out bridging finance earlier than planned, with associated interest costs. [Consequently], this will add*

pressure to the Trust's income and expenses position and its ability to invest in healthcare services at other sites. The Department of Health has already stated it will not provide PDC in advance of the capital being spent. Any delay in the sale of parcel A will place the Trust under additional financial pressure at a time when the NHS is facing an unprecedented squeeze on its finances.'

- 6.10 Whilst the position of the Trust is acknowledged and may not be questionable in financial terms or indeed in terms of delivery and service provision, the decoupling of the delivery of the school from the residential phases is not ideal from the perspective of the planning process and potentially poses a risk as it is conceivable that the required school is not delivered to the site as a consequence of the planning control being removed. Under the parent application while the Local Education Authority had expressed interest in purchasing the site for delivery of a three form school, negotiations were at the early stages and there was still considerable uncertainty both in relation to the ability of the LEA to purchase the site, but consequently whether other providers would be capable of bringing the site forward if negotiations stalled. The linkage to the residential development was therefore necessary at that time to ensure that the site would come forward in conjunction with the residential parcels. The risk of non-delivery is such if the link is severed it could result in established school placement needs not being met, placing unsustainable pressure on the Local Education Authority and existing services particularly where provision for a new or extended school site to alternative locations have been discounted as part of the sequential analysis of sites within the North Central Pupil Place Planning Area.
- 6.11 In conjunction with the Trusts current proposals, further discussions have taken place with the Council as Local Education Authority in an attempt to secure delivery of the school. At the time of writing, significant advances had been made in the process of purchasing the site with the Council and the Trust poised to exchange contracts on Parcel C by 18th March 2016 with a view to transfer land to Council ownership on 30th March 2016. This position has been qualified by the statement of the Assistant Director of Highways & Transportation, Regeneration, Leisure and Culture on behalf of the Local Education Authority (LEA). Confirmation of the exchange of contracts will be reported to Planning Committee. . It is also recognised that – and in some part to add weight to the position of the Trust – negotiations between the Local Education Authority and the Trust have been ongoing since the grant of consent under the parent application to secure ownership of Parcel C on behalf of the Council.
- 6.12 While the position would not normally be recommended as an ideal approach, there is a need to react to the specific circumstances of the Applicant in the interests of securing the delivery of the improved hospital facilities. It is considered the exchange of contracts between the two parties and the subsequent deadline for land transfer would offset the risk associated with the deed of variation with the delivery of the school retained within the control of the Council through its remit as Local Education Authority without the need to rely on any third party. It is considered this transaction would indeed lower the risk of non-delivery of the school to the site and can be held to add weight to a decoupling of the school site from the residential. However, to reduce the risk to Council yet further members will need to be satisfied – even at transfer of the land – there is a substantive and tangible construction

programme for delivery of a primary school with three forms of entry to the site.

- 6.13 In this regard, an EFA Regional Framework Design & Procurement Programme from the Council's Corporate Construction and Maintenance Team has been submitted for deliberation. The programme provides a clear framework for delivery of the 3FE primary school from the point of land acquisition through to the delivery and opening of the school by September 2019. Members will note that the provision of a temporary school to green belt land adjacent to Shooters Road does not feature within the framework programme as was previously proposed under the parent application. As confirmed by the Assistant Director on behalf of the LEA, provision for a temporary school to ensure pupil place need is met during the construction process has been relocated to Suffolk Primary School. The temporary school is open and currently comprises 6 classrooms with children from the area around Chase Farm utilising free coach transport.
- 6.14 On this basis and taking all relevant factors into account, it is considered that a resolution to grant a Deed of Variation to amend the linkage between the residential and school parcels can on balance be supported. The original s106 was based on a specific set of circumstances that require a strong restrictive linkage between delivery of the two uses based on a generated need for school places and certainty that controlled the school delivery. With purchase of this site for a school by the Council as Local Education Authority, the delivery of the school would remain in the control of the Council.
- 6.15 Moreover, it is clear that existing need for school places along with projected demand borne out of the development site and over the construction period can be accommodated within the temporary school. Each factor considerably lowers the risk of non-delivery and the consequences that this may have for the LEA. It is also recognised that the Trust are subject to a challenging timetable for delivery of the hospital and that any delays can result in considerably increased financial burden and risk which may consequently undermine delivery. Consistent with the NPPF and the NPPG weight must also be attributed to the realised deliverability of the subject scheme. The Local Planning Authority in its resolution to grant consent under ref: 14/04574/OUT recognised the wider social imperative in facilitating the delivery of a new hospital to the borough. Substantial weight was afforded to such delivery in deliberations particularly in consideration of wider enabling development.
- 6.16 In balancing these matters and in attributing significant weight to the control the Council as Local Education Authority can exercise over delivery of the school it is considered that a Deed of Variation can be agreed in principle and the linkages between residential and school delivery can be amended. However, the changes to relevant definitions and wording covered in the Heads of Terms and Schedule 2 require refinement and hence it is requested that delegated authority be granted to negotiate the final wording of the s106 to better reflect the current circumstances and status of the school site and to ensure suitable linkages between the developments are secured. Should members resolve to grant this Deed of Variation it is recommended that such a resolution is made subject to confirmation of land transfer of Parcel C to the Council.

7. **Conclusion**

- 7.1 Chase Farm is a strategically important site for the Borough and its surround. In taking account of all relevant material considerations, the Deed of Variation to amend the linkage between the school and residential parcels is considered acceptable in principle with the Council under its remit as Local Education Authority rather than Local Planning Authority ensuring the delivery of the necessary school albeit where the exact wording of the variation s106 is yet to be agreed.

8. Recommendation

- 8.1 That a deed of variation to the existing s106 be agreed in principle and delegated authority be granted to the Head of Development Management / Planning decisions Managers to issue the deed of variation subject to agreement on the for Officers to negotiate final the wording of relevant definitions and clauses.