

**SPEAKERS PANEL  
(PLANNING)**

**26 July 2017**

**Commenced: 10.00am**

**Terminated: 10.10am**

**Present: Councillor McNally (Chair)**

**Councillors: Dickinson, Glover, P. Fitzpatrick, Kinsey, D. Lane, S. Quinn, Ricci, Sweeton, Ward and Wild**

**Apologies for absence: Councillor F Travis**

**4. DECLARATIONS OF INTEREST**

There were no declarations of interest submitted by Members.

**5. MINUTES**

The Minutes of the proceedings of the meeting held on 21 June 2017 having been circulated, were taken as read and signed by the Chair as a correct record, with the following amendments:

Minute 3 - Planning Application: 16/00897/OUT – the decision be amended to read:

- (a) The prior signing of a Section 106 legal agreement to secure £1,234.20 per dwelling, towards Green Open Space and £703.24 per dwelling, towards Education, with final calculations being agreed at reserved matters stage.
- (b) Conditions as set out in the report.

Minute 3 – Planning Application: 16/01163/OUT – the decision be amended to read:

- (a) The prior signing of a Section 106 legal agreement to secure £30,000 towards resurfacing the canal towpath, £608.20 per dwelling, towards Green Open Space and £738.50 per dwelling, towards Education, with final calculations being agreed at reserved matters stage.
- (b) Conditions as set out in the report.

**6. APPEAL DECISION NOTICES**

<b>Application reference/Address of Property.</b>	<b>Description</b>	<b>Appeal Decision</b>
Appeal APP/G4240/D/17/3167579 18 Fraser Street, Ashton-under-Lyne	Ref: Two storey side and rear extension and single storey rear extension	Appeal dismissed.

**7. CONSIDERATION TO VARY A S106 AGREEMENT SECURED AGAINST APPLICATION 15/00631/FUL PHASE 1**

The Head of Planning submitted a report, seeking to vary a Section 106 agreement secured against application 15/00631/FUL approved on 14 October 2015 by Speakers' Panel (Planning), which sought full planning permission for the erection of 66 no. dwellings with associated car parking, access, internal roads and landscaped open space on the central and southern part of the

site, and outline planning permission for employment uses (Use Classes B1/B2/B8) with all matters reserved, except for access on the northern part of the site. The application was subject to a Section 106 Agreement which secured financial contributions towards the off-site provision of open space and educational facilities.

It was explained that the section 106 agreement also required a £300,000 bond to be paid to the Council in connection with the construction of commercial units on the employment site unless the developer/owner substantially completed one or more commercial units of at least 6,000 square feet. The purpose of this was to provide an incentive to see the remainder of the site to be developed for employment uses.

It was further explained that Members granted planning permission on 21 June 2017 for residential development on the northern part of the site, as commercial development had not been forthcoming on the site.

Members sought clarification with regard to the terms of the legally binding agreement entered into with the Developer. The Head of Legal Services explained that implementation of a subsequent planning permission was required before the legally binding agreement could cease to have effect, and that as this had not so far been achieved, the matter had been brought before Panel Members for a decision on the request by the Developer to vary the terms of the previous Section 106 agreement in order that the bond monies be returned as commercial development had not been forthcoming on the site.

Discussion ensued and Members agreed to vary the Section 106 agreement and the return of the bond monies to the Developer and requested that delegation of such matters be drafted into Section 106 agreements of a similar nature/circumstance going forward, to dispense for the need for a formal Panel decision.

#### **RESOLVED**

**That approval be given of the variation of a Section 106 agreement entered into following the grant of planning permission subject to conditions and prior signing of the said Section 106 agreement in respect of Application 15/00631/FUL, as follows:**

***‘to refund the Bond on the date upon which the first dwelling is built and substantially completed in accordance with the definition set out in the agreement, as the site will no longer be available for employment purposes’. Substantially completed being defined as:***

- (a) Completed so that the relevant works can be used for the purpose and operate in the manner for which they were designed; and***
- (b) Fitted out so that they are available for occupation.***

**CHAIR**