

Special Item

Deed of variation to the Section 106 agreement for Outline Planning Consent reference 03/3200, the Quintain “Stage 1” consent.

RECOMMENDATION

That the Planning Committee grant approval of the proposed Head of Terms for the deed of variation and delegate authority to the Head of Area Planning to agree the exact terms thereof on advice of the Director of Legal and Procurement.

SITE DESCRIPTION AND PROPOSAL

The proposed deed of variation looks to update the Section 106 agreement relating to the Quintain “Stage 1” consent to reflect the mechanisms that have been agreed recently within the Quintain “North West Lands” planning consent, to re-phase some contributions and to make various other changes to the Section 106.

The Stage 1 application site is the land to the east and west of Wembley Stadium, bound by Engineers Road to the north, First Way to the east, South Way the Stadium the “Red House” the IBIS Hotel and MG House to the South, and Engineers Way, Wembley Hill Road and York House to the west.

These amendments look to address the changes in the ways by which Affordable Housing will be funded and delivered, to introduce a greater amount of flexibility in the delivery of Community Floorspace to assist its delivery, to re-phase the Education contributions to meet the likely needs of the Council to meet the demand for school places whilst breaking the contributions down into smaller payments to assist the delivery of the scheme. A number of other changes are also proposed.

The primary changes can be summarised as follows:

- Education contribution
 - Two options proposed, both of which have an equivalent present day value
 - Option 1 – index linked from date payment due, payments 3 and 4 can be drawn down from 1 April 2017 if spent on the new primary school site in Wembley (secured through the North West Lands consent)
 - 1 April 2014: £2 million
 - 1 April 2015: £2 million
 - 1 April 2021 £2.5 million
 - 1 April 2022: £3.038 million
 - Option 2 – index linked from 29 September 2004
 - Four annual payments of £1.25 million
- Community floorspace
 - The use of the mechanisms from North West Lands Low Cost Employment Space is proposed
 - The amount of Community floorspace that would be discharged is based on the finish (shell and core versus fully fitted) and rent charged (between nil and £8.31 per square foot).
 - Low Cost Employment Space will also be treated as Community provision
 - The provision of a health centre will still required if community floorspace remaining and agreement reached with provider
 - Community floorspace can be delivered outside of the Stage 1 site if agreed by both parties
 - Can re-negotiate provision of a swimming pool if 25 m 6 lane pool has been provided on the Dexion House site or elsewhere in the Wembley Growth Area where alternative facility of equivalent value is provided instead
- Construction and ongoing employment
 - Contributions are to be calculated on a pro-rata basis using the floorspace of the plot
- Affordable Housing

- The cascade mechanism from the North West Lands application is to be applied to the Stage 1 consent with adjustments to reflect the Stage 1 proposal
- Headline requirement remains at 35 % Affordable Housing (by floorspace) plus 2.5 % off-site family housing
- Multiplier table reflects Total Cost Indicators calculations to maintain an equivalent “cost” to the developer based on the amount that a Registered Provider can pay for the Affordable Housing.
- 25 % of the total Affordable Housing requirement within each plot can be provided as “commuted sum”, and this can be carried over to subsequent plots if not taken up for the current plot.
- Affordable Housing Nominations Protocol from North West Lands consent applied to Stage 1 consent
- The highway works schedule from North West Lands consent applied to Stage 1 consent. This relates to the procedures for works to the public highway
- TfL payment towards North Circular Road improvements (£550,000) to be phased subject to agreement by TfL
- Requirement to undertake improvements to Olympic Way falls away if North West Lands consent is commenced as the North West Lands consent includes a £4 million package of improvements to Olympic Way.
- The requirement to not undertake works on Wembley Park Boulevard until details have been approved is to be removed as such approval is required through the Reserved Matters applications.

The submission also sets out a list of clauses that will not change, ones that have been discharged in full and ones that have been partially discharged but require further submission.

PLANNING HISTORY (MAIN APPLICATION ONLY)

The Quintain “Stage 1” Consent 03/3200 – Granted 29 September 2004

This Outline consent requires the submission of Reserved Matters within 15 years (by 28 September 2019) and the Commencement of works within 2 years of the approval of the last Reserved Matters Application.

Works undertaken to date include the re-orientation of the Wembley Arena, the completion of Arena Square and the “Spanish Steps”, the completion of two residential led mixed use blocks (W01 – Forum House and W04 – Quadrant Court). The plot W05 building (Hilton Hotel, Student Accommodation and Designer Outlet Retail) is nearing completion whilst works have commenced on Plot W07 (Designer Outlet retail, food and drink, multiplex cinema).

Reserved Matters approval has also been granted for plots W03 (sports retail, fitness centre, residential). A Reserved Matters application was approved for a temporary multi-storey car park within plot W10, whilst a Reserved Matters application for a permanent multi-storey car park on this plot has been submitted and is currently being considered. The permanent car park would be an alternative to the temporary car park that has been approved rather than in addition to that car park.

Application description:

Outline planning application for:

Works for the re-orientation of Wembley Arena

Class A1 (Retail) comprising up to 14,200m² designer retail outlet, 11,800m² sports retailing

Class A1/A2 shops/financial and professional services up to 8,000m² (including up to 2,000m² supermarket)

Class A1 (Retail) comprising up to 400 square metres of hotel boutique retail

Class A3 (Food and Drink), up to 12,700m²

Class B1 (a) (b) and (c) Business, up to 63,000m²

Class C1 (Hotel), up to 25,400m²

Class C1/Sui Generis (Hotel apartments), up to 26,700m²

Class C2 (Residential institutions) up to 5,000m²

Class C3 (dwellings) up to 277,000m², (up to 3,727 dwellings)

Student accommodation (Sui Generis), up to 16,600m²

Class D1 (Non-residential institutions), up to 8,200m²

Class D2 (Assembly and Leisure), up to 28,500m² (including the existing Arena of 13,700m²) together with associated open space, public market area (Class A1), hard and soft landscaping, highway and engineering works, electricity sub-station, other utility requirements, other parking and servicing, and improvements to Olympic Way;

AND;

Reserved matters relating to siting, design, external appearance and means of access for the 3-storey structure to provide car and coach parking

POLICY CONSIDERATIONS

NATIONAL

Draft National Planning Policy Framework

Planning Policy Statement 1 – Delivering Sustainable Development

Planning Policy Statement: Planning and Climate Change - Supplement to Planning Policy Statement 1

Planning Policy Statement 4 – Planning for Sustainable Economic Growth

Planning Policy Statement 5: Planning for the Historic Environment

Planning Policy Statement 12 – Local Spatial Planning

Planning Policy Guidance 13 – Transport

Planning Policy Guidance 17: Planning for Open Space, Sport and Recreation

Planning Policy Statement 22 – Renewable Energy

Planning Policy Statement 23: Planning and Pollution Control

Planning Policy Guidance 24 – Planning and Noise

Planning Policy Statement 25 – Planning and Flood Risk

Draft PPS Planning for a Low Carbon Future in a Changing Climate

REGIONAL

The Mayor of London

The London Plan 2011

Local

Brent Local Development Framework Core Strategy 2010

CP 1 Spatial Development Strategy

CP 2 Population and Housing Growth

CP 3 Commercial Regeneration

CP 5 Placemaking

CP 6 Design & Density in Place Shaping

CP 7 Wembley Growth Area

CP 14 Public Transport Improvements

CP 15 Infrastructure to Support Development

CP 16 Town Centres and the Sequential Approach to Development

CP 18 Protection and Enhancement of Open Space, Sports and Biodiversity

CP 19 Brent Strategic Climate Mitigation and Adaptation Measures

CP 21 A Balanced Housing Stock

CP 23 Protection of existing and provision of new Community and Cultural Facilities

Brent Unitary Development Plan 2004

Strategy

The overall strategy of the UDP has 11 key objectives which are as follows:

1. Prioritising locations and land-uses to achieve sustainable development;
2. Reducing the need to travel;
3. Protecting and enhancing the environment;
4. Meeting housing needs;
5. Meeting employment needs and regenerating industry and business;
6. Regenerating areas important to London as a whole;
7. Supporting town and local centres;
8. Promoting tourism and the arts;
9. Protecting open space and promoting sport;
10. Meeting community needs; and,
11. Treating waste as a resource.

The relevant policies in this respect include Policies STR3-4 (prioritising locations and land-uses to achieve sustainable development), STR5 and 6 (reducing the need to travel), STR9 (role of GLA Roads and London Distributor Road) STR12-15 (protecting and enhancing the environment), STR25 (meeting employment need), STR29 (Vitality and Viability of the Borough's Town and District Centres, and the role of Wembley and Kilburn as major centres)

Policies

BE1 Urban Design Statements
BE2 Local Context & Character
BE3 Urban Structure: Space & Movement
BE4 Access for disabled people
BE5 Urban clarity and safety
BE6 Landscape design
BE7 Streetscene
BE8 Lighting and light pollution
BE9 Architectural Quality
BE10 High Buildings
BE11 Intensive and Mixed Use Developments
BE12 Sustainable design principles
BE13 Areas of Low Townscape Quality
BE17 Building Services Equipment
BE34 Views and Landmarks
EP2 Noise and Vibration
EP3 Local air quality management
EP4 Potentially polluting development
EP6 Contaminated land
EP12 Flood protection
EP15 Infrastructure
H4 Affordable Off-site Affordable Housing – 'Provision in Lieu'
H11 Housing on Brownfield sites
H12 Residential Quality – Layout Consideration
H13 Residential Density
H14 Minimum Residential Density
H22 Protection of Residential Amenity
TRN1 Transport assessment
TRN2 Public transport integration
TRN3 Environmental Impact of Traffic
TRN4 Measures to make transport impact acceptable
TRN9 Bus Priority
TRN10 Walkable environments
TRN11 The London Cycle Network
TRN12 Road safety and traffic management
TRN13 Traffic calming
TRN14 Highway design
TRN15 Forming an access to a road
TRN16 The London Road Network
TRN17 Restrictions on New Roads
TRN22 Parking Standards – non-residential developments
TRN23 Parking Standards – Residential developments
TRN24 On-street parking
TRN25 Parking in Town Centres
TRN28 Restrictions on off-street public parking and contract parking
TRN30 Coaches and Taxis
TRN31 Design and Land Take of Car Parks
TRN34 Servicing in new developments
TRN35 Transport access for disabled people & others with mobility difficulties
Appendix TRN2 Parking and Servicing Standards
EMP2 Small and medium sized enterprises
EMP3 Childcare facilities in Employment Developments
EMP9 Development of Local Employment Sites

EMP10 The Environmental Impact of Employment Development
EMP14 Design of Business Developments
EMP20 Creative Industry Proposals
SH2 Major Town Centres
SH10 Food and Drink (A3) Uses
SH11 Conditions for A3 Uses
SH19 Rear servicing
TEA1 Location of large-scale Tourist, Visitor and ACE uses
TEA2 Location of small-scale Tourist, Visitor and ACE uses
TEA4 Public Art
TEA6 Large Scale Hotel Development
TEA7 Small Scale Hotel Development
OS18 Children's Play Areas
OS19 Location of Indoor Sports Facilities
CF1 Location of Large Scale Community Facilities
CF2 Location of Small Scale Community Facilities
CF4 Community Facilities Capable of Holding Functions
CF6 School Places
CF7 New Schools
CF8 School Extensions
CF11 Day Nurseries
CF13 Primary Health Care / GP Surgeries
CF14 Places of Worship
WEM2 Pedestrian Route/Promenade
WEM4 Residential Development within the Wembley Regeneration Area
WEM5 Relocation of Existing Businesses
WEM7 Access to development – the National Stadium Policy Area
WEM9 Comprehensive Development – The National Stadium Policy Area
WEM11 On-street parking controls for Wembley
WEM12 Short stay car parking in the Wembley Regeneration Area
WEM16 Urban design quality – Wembley Regeneration Area
WEM17 The public realm – Wembley Regeneration Area
WEM18 Design of Buildings Along Olympic Way
WEM19 Views of the Stadium
WEM22 Libraries in Wembley
WEM27 Opportunity sites at the Junction of Olympic Way and Engineers Way

Brent Council Supplementary Planning Guidance and Documents

SPG3 Forming an access to a road
SPG4 Design Statements
SPG12 Access for disabled people
SPG13 Layout standards for access roads
SPG17 Design Guide for New Development
SPG19 Sustainable design, construction and pollution control
Draft SPG21 Affordable Housing
SPD Section 106 Planning Obligations
Draft Wembley Link SPD
Destination Wembley – A framework for development (2003) Supplementary Planning Guidance
Wembley Masterplan 2009

Other Council Publications

Wembley Vision (2002)
Wembley From Vision to Reality (2007)
These two non-planning related documents set out the Council's Vision for Wembley, with the core principles of New Wembley, Destination Wembley, Multicultural Wembley, Quality Wembley, Quality Wembley, Exciting Wembley, Sustainable Wembley, Brent's Wembley.

REMARKS

It is now some 7 ½ years since the Stage 1 consent was granted, and works have been completed or are under way on a number of buildings and the associated spaces and infrastructure. The proposed variation to the Section 106 agreement looks to update the mechanisms and contributions to reflect the infrastructural demands that are now projected (e.g. Education) and to apply the mechanisms that have been agreed within the more recent Quintain “North West” lands application (e.g. Affordable Housing and Community/Low cost employment floorspace).

Rather than changing the headline provisions, the proposed amendments allow flexibility in the delivery of those obligations and contributions to facilitate the delivery of the relevant benefits whilst maintaining a consistent level of viability for the scheme.

These changes would affect the plots that have not been completed to date, and as such would exclude Forum House, Quadrant Court and the Arena.

Education

Existing consent

The Stage 1 consent secured two contributions of £4.5 million, the first due upon occupation of 1,800 and the second triggered by the occupation of 2,800 residential units. It also included an early payment mechanism whereby it may call for a reduced contribution of £5 million, forgoing the remaining £4 million and also reducing the Stadium Access Corridor contribution. All of these payments are indexed linked. It is not possible to accurately estimate when the existing triggers will be reached as this is dependent on a number of factors including market conditions and the availability of finance for potential purchasers. However, with 525 units provided to date, the plots that are on currently on site being almost entirely commercial in their nature, and the timescales for the construction of buildings of this size (approximately 2 years from commencement), it is unlikely that the standard triggers (1,800 and 2,800 units) will be reached soon.

The Council currently has a significant shortfall in school places across the borough, particularly in relation to primary schools, but also for secondary schools. A number of school capital projects are underway or have been recently completed. However, a significant shortfall will remain and the provision of additional school places will be an ongoing issue for the Council.

Associated consents

The Quintain North-West Lands planning consent secured an option on a 0.5 Ha plot of land within the Wembley Regeneration Area for the provision of a 2 forms of entry primary school. This piece of land may be purchased from Quintain with the early payment of the North West Lands education contribution. This land is currently being occupied by small industrial units with leases that expire during or before 2017, thus allowing the provision of a primary school after this date.

Proposed payment structure

Two options for the payment of the education have been proposed by the applicant following consultation with your officers. The first looks to allow two early payments and two later payments. The applicant has offered the ability to bring the final two payments forward to 2017, without reducing the level of contribution, if they are spent on the construction of the school on the new Wembley site.

The Council may call for the payments from the following dates:

1. 1 April 2014: £2 million
2. 1 April 2015: £2 million
3. 1 April 2021 £2.5 million
4. 1 April 2022: £3.038 million

The level of payment has been calculated to ensure that the value of the payment remains constant by inflating the value of the early payment (£5 million) from the date of the stage 1 consent to the present day, and calculating the “Present Day Value” of the future contribution (i.e. adjusting the payments from the date they are due back to the present day).

These payments are index linked to RPI from the date that the payment is due to the date that it is drawn down. However, if the Council choose to draw down the final two payments early, any indexation associated with the first two payments is waived.

Should the Council not wish to draw down the funds using the above structure, it may choose to draw down £1.25 million (index linked from the date the Stage 1 consent was granted) in each of four years starting 1 April 2013.

These two mechanisms ensure that there is no change to the value of the education contribution (based on early payment). However, it helps the council to meet its objectives in terms of the provision of school places. Quintain have allowed additional flexibility (and additional value to the Council) if the final two payments within the first structure are spent on the new Wembley Primary School site as they consider this site to have significant benefit to the regeneration of the Wembley Growth Area within which they have significant land holdings.

Your officers accordingly consider that the proposed amendments to the structure of the contribution are beneficial in terms of the provision of school places whilst maintaining a constant value of the obligation.

Community

Existing consent

The Stage 1 consent secured a total of 8,200 square metres of community floorspace, provided to shell and core, with a variety of potential uses defined within the Section 106 agreement. At least 2,800 square metres of this space must be provided at a discount of at least 50 % of market rate subject to a maximum value of £2.25 million. It required the provision of a Primary Care health facility and included a mechanism for the letting of that space. The provision of a health centre (gym) was treated as community floorspace with regard to this requirement as the Stage 1 consent included a mechanism to discount membership of the gym for local residents up to a maximum value of £200,000.

To date, applicant have constructed a crèche, a job centre (Wembley Works) and a PCT clinic. However, the Brent Primary Care Trust decided not to take up the unit that was provided and the crèche has not been let as yet. Once let as community uses, this will represent the provision of 2,564 square metres of the 8,200 total required.

Proposals for the provision of a visitor information centre have been submitted to the Council, whilst neighbourhood policing facilities have been provided.

Whilst the stage 1 consent specified a number of uses that could be treated as community floorspace, greater flexibility in the provision and letting of floorspace will help to ensure that the development responds to the social infrastructural requirements of the future population.

Proposed mechanism

It is proposed that a mechanism is adopted that is similar to the Low Cost Employment provisions within the North West Lands planning consent. This looked to adjust the level of floorspace that is required based on the type of provision (shell and core versus fully fitted) and the level of rent that is charged for that space. Your officers also consider that the clause should allow the provision of "Low Cost Employment" uses as Community Floorspace.

These figures are calculated on the basis that shell and core floorspace that is let at the market rate for Community floorspace (determined to be £8.31 per square foot).

Rent	Type	Multiplier	Indicative floorspace
£8.31	Shell and core	1	8,200
£8.31	Fully fitted	1.43	5,734
£7.50	Shell and core	1.08	7,593
£7.50	Fully fitted	1.51	5,430
£3.75	Shell and core	1.46	5,616
£3.75	Fully fitted	1.89	4,339
nil	Shell and core	1.84	4,457

nil	Fully fitted	2.27	3,612
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Examples:

1. 1,000 square metres of floorspace is provided to shell and core and let at £8.31 per square foot. The multiplier is 1 and the amount of floorspace that is discharged is 1,000 sqm x 1 = 1,000 sqm.
2. 1,000 square metres of fully fitted floorspace is provided at a rent of £3.75 per square foot. The multiplier is 1.89 and the amount of floorspace that is discharged is 1,000 sqm x 1.89 = 1,890 square metres.

Your officers consider that this mechanism will help to ensure the delivery of community floorspace as it takes account of the varying rental values that community organisations can pay. The calculations that support this submission show that this mechanism maintains the same value (i.e. cost to the developer) for the obligation.

The Health Centre

Despite the fact that the Brent PCT declined to take up floorspace within the purpose built unit within Forum House, it is proposed that the provision of the Health Centre remains a commitment within the Section 106 agreement, but that this is adjusted to require the provision by Practical Completion of 1,500 Residential Units subject to sufficient space remaining in the Community floorspace “pot”, and subject to an agreement being in place with the operator. The Health Centre would be subject to the multiplier table set out above. The list of community facilities within the seventh schedule would need to include the Health Centre. Your officers consider this to be acceptable as it allows for the provision of the Health Centre if necessary.

Subsidised rent

The multiplier table takes into account the cost of the rental discount discussed at the start of the Community section of this report. As such, it is proposed that any funds that the Council draws down to reduce the rent or cover the operational costs of community facilities are limited to Wembley Works and the North West Lands Community Hall (unless additional facilities are agreed by both parties) and that this equates to the discharge of community floorspace to balance the cost of such provision to the developer. It is proposed that one square metre of floorspace is discharged for every £818 of value drawn down. This figure corresponds to the “commuted sum” for Low Cost Employment Space set out within of the North West Lands. Your officers consider this to be appropriate as it balances the cost of such provision.

Off-site delivery

The applicant proposes that community floorspace that is required through the Stage 1 consent can be delivered outside of the Stage 1 consent area subject to agreement by both parties. The pricing and resultant discharge would be subject to agreement by both parties. Whilst the initial assumption is that community floorspace is to be provided on-site, this allows greater flexibility in the timing and delivery of the floorspace and your officers consider that this clause is beneficial to the provision of community facilities within the locality.

Swimming pool

The stage 1 consent requires the provision of a 20 m x 6 m. However, a 25 m x 6 lane swimming pool with Local Authority comparable rates for access has been approved within the Dexion House planning consent. Works have not commenced on the Dexion House scheme there can be no certainty regarding the actual delivery of the swimming pool on this site until it has been delivered.

Should the 25 m pool be delivered on the Dexion House site, the 20 m pool will no longer be required on the Stage 1 application site. However, the removal of this requirement would reduce the cost of meeting the obligations of the planning consent and as such, should accordingly result in a requirement for an alternative community facility.

It is proposed that the Council may propose the provision of an alternative community/sporting facility to Quintain within 5 years of the date of this deed of variation, and that provision may take the place of the swimming pool should Quintain agree the proposal. It is also proposed that after 5 years, either the Council or Quintain may call for a review to vary or replace the swimming pool requirement subject to agreement by both parties.

Whilst the Brent Sports Strategy has identified the need for a 25 m 6 lane swimming pool within the Wembley Area, your officers consider that an additional 20 m pool is not likely to be required and as such, consider it beneficial to have the ability to agree the provision of an alternative facility of equivalent value should the swimming pool be delivered on the Dexion House (or other) site.

Employment

The stage 1 contributions were separated into construction and ongoing employment.

Construction Employment

The Section 106 agreement sets out that a total of £1.5 million will be paid over 10 years from the letting of the first building contract.

It is proposed that this contribution is provided on a pro-rata basis, comparing the amount of floorspace within the building with the total floorspace permissible within the outline consent. The £1.5 million total contribution equates to £3.02 per square metre (index linked). This is to be split into two payments for each building, one at commencement and the second one year after commencement.

Your officers consider that the proposed amendment maintains the value of the contribution and distributes it evenly based on the scale of the building and thus the number of construction jobs associated with that plot.

Ongoing Employment

The existing Section 106 agreement secures a total of £1 million towards ongoing employment (i.e. jobs within the completed buildings), with payments commencing from the lettings of non-residential floorspace within the development.

It is proposed that this is also calculated on a pro-rata basis. As this relates only to commercial floorspace, the it would be calculated in relation to the relevant uses. The £1 million payment would equate to £6.31 per square metre (index linked), and the total for the building would be split into two equal payment due upon practical completion and six months after.

Again, your officers consider that the proposal maintains the value of the contribution whilst having regard to the likely level of job creation within the building.

Affordable Housing

Existing consent

The level of Affordable Housing secured within the Stage 1 consent is 35% (by floorspace) with an additional 2.5% provided as off-site family sized Affordable homes. The level of Affordable housing is predicated on the now defunct Total Cost Indicator (TCI) rates and the assumption that Social Housing Grant will be provided. TCIs are the Housing Corporation's estimate of the total cost of providing different types of housing in different parts of the country. Where grant is not available, the agreement incorporates a cascade mechanism which allows the parties to agree alternative types of Affordable Housing delivery provided that the agreed route "...shall not add to the net costs of the Development, or reduce the net value of the Development or increase the overall building out time". There is no default route or mechanism that comes into effect should agreement not be reached on the alternative provision of Affordable Housing.

Proposed mechanism

The applicant proposes that the mechanisms that have been developed for the recent North West Lands consent are applied to the Stage 1 consent. These mechanisms set out a number of ways by which Affordable Housing may be delivered and a means by which the level of Affordable Housing can be calculated based on the amount (per square metre) that a Registered Provider can pay for the Affordable Housing units.

In summary, the applicant puts forward a proposal to the Council for the delivery of Affordable Housing within a plot, selecting from a number of options that are set out within the Section 106 agreement. The Council may choose to accept the proposal, or can choose one a route or combination of routes, also set out within the Section 106 agreement. The amount of Affordable

Housing that is discharged is determined by the amount that the Registered Providers offer for the Affordable Housing, with a lower offer (per square metre) by a Registered Provider resulting in a greater amount of Affordable Housing that is discharged and vice versa.

The relationship between the amount that is offered by the Registered Provider and the Affordable Housing floorspace that is discharged is captured by the Multiplier Table within the Section 106 agreement. The base level (a multiplier of 1, where the provision of 1,000 square metres of Affordable Housing discharges 1,000 square metres of the Affordable Housing) would require the Registered Providers to pay £2,058 per square metre (Net Internal Area). This level has been calculated using the TCI rates discussed above and represents the current position with regard to the level Affordable Housing. A lower offer from a Registered Provider results in a higher cost to the developer and the Multiplier table accounts for this by allowing a greater amount of floorspace to be discharged from the requirement. For example, 1,000 square metres is provided. However, the Registered Provider can only pay £1,615 per square metre due to a lack of Social Housing grant. This attracts a multiplier of 2.45 and a total of 2,450 square metres of the requirement is discharged.

The mechanisms that are proposed have already been accepted in relation to the North West Lands planning consent by officers and members. Your officers consider that the proposed mechanisms provide a sound rationale for maximising the level of Affordable Housing within the scheme whilst balancing the cost of such provision to the developer, and therefore the viability of the scheme, where significant uncertainty exists regarding future funding of Affordable housing.

Commuted sum (payment in lieu)

In addition to this, Quintain may choose to provide up to 25 % of the total Affordable Housing requirement for a plot (i.e. 25% of the 35% base requirement) as a “commuted sum”, with this provision being carried forward to future plots if it not set against a current plot. Your officers consider that this allows flexibility in the provision of Affordable Housing as it provides a “pot” of money that the Council may use to help facilitate the provision of Affordable Housing.

Nominations protocol

It is also proposed that the Affordable Housing Nominations Protocols that were agreed within the North West Lands application are applied to the Stage 1 consent. Your officers consider this to be acceptable as they represent the current approach to Affordable Housing nominations.

Wembley Park Boulevard

The Stage 1 Section 106 agreement included a clause which specified that no construction is undertaken until the details of this new road are approved by the Council. It is proposed that this clause is removed as this is inherent in the planning process. Your officers agree with this view.

Olympic Way

The Stage 1 Section 106 included a clause which required streetscape works to Olympic Way to be undertaken by the Developer. The North West Lands consent has secured improvements to Olympic Way with a minimum value of £4 million and such improvements are significantly more substantial than those secured through the Stage 1 consent. However, the requirement to undertake the North West Lands improvements is not binding until works have commenced on that consent. As such, it is proposed that the timing of the submission of details of the improvements secured through the stage 1 consent are delayed to allow the commencement of works on the North West Lands development, with the approval of details required within 4 years of the date of this consent or an alternative timetable as approved by the Council. The works would thereafter be implemented within 1 year of approval.

Highways works – Transport for London contribution

A contribution of £550,000 to Transport for London (TfL) was secured through the Stage 1 Section 106 agreement toward a study and works to the A406 Strategic Highway. It is proposed that this is varied to require a £75,000 payment towards an A406 study, with TfL able to draw down the remainder of the contribution from April 2015. It is also proposed that Quintain must provide evidence for approval by TfL setting out why this payment should be deferred.

TfL have indicated that they are happy in principle with this mechanism. As this contribution is payable to TfL, your officers are content to allow TfL to consider this proposed amendment.

Other amendments

Highway works schedule

The applicant proposes to incorporate the schedule that sets out the method for works to the public highway that was agreed through the North West Lands consent into the Stage 1 consent. Your officers consider this to be acceptable as it represents an updated and recently agreed version of the Highway Works schedule.

Other matters

The submitted report also sets out the clauses for which no changes are proposed, those that have been discharged already, and those that have been discharged in part but are ongoing. These have not been discussed in detail in this report. However, further information can be viewed within the report submitted by the applicant.

Summary

Your officers consider that the proposed amendments update the Section 106 agreement to reflect the current requirements in terms of physical and social infrastructure, the processes and mechanisms that have been developed and agreed more recently through the North West Lands application, and look to address the uncertainty that now exists in the provision of Affordable Housing. The proposal maintains the headline figures for contributions and obligations, whilst incorporating mechanisms to ensure that the obligations maintain an equivalent cost to the developer.

Your officers consider that the proposed Heads of Terms for the deed of variation are acceptable and that the changes can be dealt with under Section 106A(1) of the Town and Country Planning Act 1990, as amended. Your officers recommend that authority is delegated to the Head of Area Planning, or other duly authorised person, to agree the exact terms of the deed of variation on advice of the Borough Solicitor.

FINANCIAL IMPLICATIONS

The proposal results in the re-phasing of a number of Section 106 contributions as discussed previously within this report. These contributions look to assist the Council in mitigating the potential impacts of the development in accordance with Section 106 of the Planning Act. As discussed, your officers consider that the proposed amendments will assist the Council in the delivery of core social and other infrastructure to support the regeneration of Wembley.

DIVERSITY IMPLICATIONS

No direct implications.

BACKGROUND PAPERS

London Plan 2011
Brent Local Development Framework Core Strategy 2010
Brent Unitary Development Plan 2004

Submission document:

“Proposed variation under Section 106 A (1) of the Town and Country Planning Act 1990” by Signet Planning dated February 2012 reference PC/LT/HG0576

CONTACT OFFICERS

Any person wishing to inspect the submitted report should contact David Glover david.glover@brent.gov.uk or Neil McClellan neil.mcclellan@brent.gov.uk at Planning and Development (Regeneration and Major Projects).