

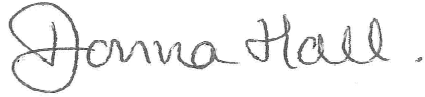
9 February 2011

Dear Councillor

**DEVELOPMENT CONTROL COMMITTEE - TUESDAY, 8TH FEBRUARY 2011**

The following addendum was tabled at the above meeting of the Development Control Committee.

Yours sincerely



Donna Hall  
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આ માહિતીનો અનુવાદ આપની પોતાની ભાષામાં કરી શકાય છે. આ સેવા સરળતાથી મેળવવા માટે કૃપા કરી, આ નંબર પર ફોન કરો: 01257 515822

ان معلومات کا ترجمہ آپ کی اپنی زبان میں بھی کیا جاسکتا ہے۔ یہ خدمت استعمال کرنے کیلئے براہ مہربانی اس نمبر پر ٹیلیفون

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COMMITTEE REPORT			
REPORT OF	MEETING	DATE	ITEM NO
Director of Partnerships, Planning & Policy	Development Control Committee	8 February 2011	

ADDENDUM
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**ITEM 4a- 09/01021/FULMAJ - Bank Hall, Bank Hall Drive, Bretherton**

**The recommendation remains as per the original report**

The following consultee responses have been received:

**Council for the Protection of Rural England (CPRE):** both Chorley and Lancashire CPRE fully support the proposal to restore Bank Hall, along with the necessary enabling development

**Lancashire Gardens Trust (LGT):** would like to be assured that the main areas of the garden will be preserved and maintained for the benefit of the public, especially, where are all possible, the historic trees.

This is addressed within condition 13. Furthermore whilst the use of, access to and management of the gardens is described within the applicants Supporting Statement, chapters 14 and 15, it is also to be included within the proposed S.106 (legal agreement) which is to be attached to any subsequent grant of planning permission.

**ITEM 4b- 09/01022/LBC - Bank Hall, Bank Hall Drive, Bretherton**

**The recommendation remains as per the original report**

The following consultee responses have been received:

**Council for the Protection of Rural England (CPRE):** both Chorley and Lancashire CPRE fully support the proposal to restore Bank Hall, along with the necessary enabling development

**Lancashire Gardens Trust (LGT):** would like to be assured that the main areas of the garden will be preserved and maintained for the benefit of the public, especially, where are all possible, the historic trees.

This is addressed within condition 13. Furthermore whilst the use of, access to and management of the gardens is described within the applicants Supporting Statement, chapters 14 and 15, it is also to be included within the proposed S.106 (legal agreement) which is to be attached to any subsequent grant of planning permission.

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**ITEM 4c- 10/00176/OUTMAJ- Flat Iron Car Park Union Street Chorley**

**The recommendation remains as per the original report, but the scope of the s106 has been amended. The conditions are attached to this addendum.**

1 further letter of objection and two emails have been received from Stephen Abbott Associates on behalf of Booths (see attached appendix 1), which includes the following issues:

- Booths welcome the introduction of investment into the town centre, however the viability of the Booths store depends on the Flat Iron car park. Covenants are in place to ensure sufficient parking spaces are available to short stay parking on half of the Flat Iron car park.
- Booths are looking to resolve the practical problems with the Council and the applicant.
- A management agreement is needed to ensure that the Flat Iron car park is managed to promote short stay parking in connection with the multi storey within the application site and that during construction there will be no car park available to Booths shoppers when the market is on and greater competition at other times of the week.
- A suggested approach is included that includes both a legal agreement that seeks a management agreement and conditions.

NJL on behalf of the applicant have been in discussion with Booths to identify a way forward and has submitted a letter in response to Booths concerns (appendix 2), together with a letter from their construction advisors regarding how the development of the site could be implemented (appendix 3).

Agreement has not been reached between Booths & Rreef on the need for a legal agreement to cover a car park management strategy. Booths recommend that the strategy would cover both the remaining Flat Iron car park and the multi storey and seek sufficient short stay customer's parking spaces. In addition a scheme showing temporary arrangements for short stay 'shoppers' car park and that such parking to be within 250m of Booths.

The original report has been amended as follows:

Paragraph 12.1:

**Section 106 Agreement** will cover:

1. Contribution towards Travel Plan Monitoring
2. Contribution towards hard and soft landscaping outside of the application site boundary
3. Scheme for temporary car park arrangements during the construction period

**Comments of the Head of Governance**

The Council is the landowner of the whole of the Flat Iron Car Park. To facilitate the development, a land transfer would be required between the Council and the developer.

The covenants require the Council to provide 130 spaces for the use of Booths customers, except on Market days, and also to provide an area of 35sq m for trolley storage. The covenant(s) do not prevent planning permission from being granted, as members will already be aware that covenants are a civil matter to be addressed between landowner and developer. The issue of the covenants between the Council and Booths is best addressed within the land transfer that would need to take place to allow the development to proceed.

A distinction should be drawn between long term issues around parking and short term impact of construction works being undertaken.

It is appropriate for the strategic control of car parking to be conditioned in the form of a car park management plan, which is commensurate with the Council's strategy for town centre parking and that this condition should seek to ensure that fees applied to the multi storey car park are in keeping with those of the Flat Iron Car Park.

The impact caused by the construction of the development is best managed through the provisions of a s106 agreement, which should allow flexibility on the part of both the Council and the developer in an approach to make suitable arrangements during the construction period.

#### **Comments of the Director of Planning, Partnerships & Policy (Case Officer)**

A s106 agreement regarding the Flat Iron car park would involve the Council as land owner and bind all parties to the commitments contained in the agreement. The consideration of the planning application concerns the Council as the Local Planning Authority whilst the delivery of the scheme and the sale of the land to construct this scheme would involve the Council as landowner.

The Council has previously demonstrated that it can respond to situations and provide additional parking (e.g. during recent gas pipe works where the car park behind Union St offices was made available to the public) or suspend car parking charges at certain periods, in order to assist with vitality and viability of the town centre and the safety of the highway.

The question in determining this application is the relevance of the request of Booths to the planning application, and the degree to which the Council should be bound in a legal agreement to restrictions regarding its land holdings.

In planning terms, the impact of the development on the town centre is a material consideration, and the impact upon Booths is also a material consideration. However there are a number of possible solutions, for example - moving the Flat Iron market on a temporary basis, providing additional car park spaces elsewhere. However the covenanted agreement with the owners of the Booths building requires 130 spaces to be available except on Market day. The submitted proposal does not show whether 130 spaces would be available on the remaining part of the Flat Iron car park, but the agent has indicated in their recent email that they would expect 130 spaces to be available, and therefore they would not expect the Council to be in breach of its covenant(s).

Booths request detailed in their letter attached at appendix 1 goes beyond the covenanted agreement in 2004 - the purpose of which was to ensure sufficient short stay parking in the vicinity of Booths. It is considered that the role of the Council as landowner and in terms of town centre management is a sufficient safeguard that

every effort will be made to ensure this development goes ahead without harming the town centre.

**Conditions:**

The applicant and Steven Abbott Associates have commented on proposed conditions and their comments have been considered in preparing this addendum and the attached conditions.

**The following response has been received from Cllr Bradley and Cllr Murray:**

We would like to support and highlight the concerns of local residents on the Union St/Clifford St and streets off Union St, which are not detailed elsewhere within the Report. In particular the following:

- Concerns over the height of the proposed structure and ask for confirmation within any detailed application as to the impact on any properties on Union St/Clifford St & streets off in terms of light/sunlight levels.
- Concerns with the traffic flow/congestion on Union St, which is currently problematic at certain times of day, in particular at the junction with Clifford St, and ask that this issue is detailed in future highways reports.
- Concerns over increased parking in streets surrounding the site, if as detailed within the Highways report staff parking will not be allowed on site.

In summary whilst residents of the edge of Town Centre streets accept that development may be beneficial to the town as a whole, they would ask that a condition be applied to any approval, that ensures that residents of the surrounding area are consulted on the above specific issues prior to a detailed application for the site being submitted. This to be in addition to any other consultation that may or may not take place, and is in order to mitigate any loss of amenity resulting from any potential development.

**Comments of the Director of Planning, Partnerships & Policy (Case Officer)**

The attached conditions do not address this issue, but I have no objection to the imposition of such a condition.

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**ITEM 4e- 10/00946/REMAJ- Vertex Training and Conference Centre Little Carr Lane, Chorley**

**The recommendation remains as per the original report.**

**Cllr Bradley and Cllr Murray have made the following comments:**

We would like to support and highlight the concerns of local residents of Carr Lane, Little Carr Lane & Duxbury Gardens which are detailed elsewhere within the Report. In particular the following:

- That there is to be no access to the site whatsoever, either permanent or temporary, from Carr Lane/Little Carr Lane.
- That the distances of separation from new properties to the existing properties on the roads above are to be an absolute minimum, and not sought to be amended downwards by future applications or amendments.

- That the enforcement of building heights detailed by agreement of the number of storey's, be maintained and not amended upwards by future applications or amendments.

**Officers response:** The recommendation includes a condition restricting access from Little Carr Lane and any future amendments would be subject to a new planning application which Members would have the opportunity to comment on

1 letter of support have been received setting out the following points:

- the proposed housing development will improve the area – benefitting local residents, create jobs, and provide beneficial investment into the area / Chorley Borough Council.

**Lancashire County Council (Highways)** have made no further comments on the application as the Engineer who originally assessed the scheme has now left the Authority. However it is understood that the Engineer was assessing the wrong plan when he made his comments, the topography of the site will restrict speeds and the adopted highways within the scheme will be subject to a separate legal agreement with the Highway Authority. As such it is not considered that there is any highway safety issues in respect of the scheme

The following conditions have been amended as follows:

9, The development hereby permitted shall only be carried out in conformity with the proposed ground and building slab levels shown on the approved plans.

*Reason: To protect the appearance of the locality and in the interests of the amenities of local residents and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review.*

To remove the sentence 'unless otherwise agreed in writing by the Local Planning Authority' as this is no longer possible via letter and requires a new application

19, The development hereby permitted shall not commence until full details of the colour, form and texture of all external facing materials to the proposed buildings (notwithstanding any details shown on the previously submitted plans and specification) have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out using the approved external facing materials.

*Reason: To ensure that the materials used are visually appropriate to the locality and in accordance with Policy Nos. GN5 and HS4 of the Adopted Chorley Borough Local Plan Review.*

This was amended at request of the applicant who may not utilise the materials set out within the Design and Access Statement

25, Prior to the commencement of each phase of the development full details of the predicted energy use of the development expressed in terms of carbon emissions for that phase of development shall be submitted to and approved in writing by the Local Planning Authority. If no data specific to the application is available benchmark data will be acceptable. A schedule for each phase of development should include how energy efficiency is being addressed in that phase of development, for example, amongst other things through the use of passive solar design. It will be flexible enough to show the on-site measures to be installed and implemented so as to reduce carbon emissions by the figure set out in policy SR1 of the Sustainable

Resources DPD at the time of commencement of each individual plot in that phase of development by means of low carbon sources. Details shall be submitted for each phase of development for on-site measures to be implemented including rainwater/brown water recycling, the implementation of sustainable urban drainage systems and the provision of storage space for recyclable waste materials and composting. Such details as may be approved shall be implemented and retained in perpetuity.

To remove the sentence 'unless otherwise agreed in writing by the Local Planning Authority' as this is no longer possible via letter and requires a new application. The reason remains as per the original report

26, Prior to the commencement of the development full details shall be submitted to demonstrate and provide full details of how the design and layout of the buildings will withstand climate change shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of the Code for Sustainable Homes Level, how the proposals minimise energy use and maximise energy efficiency. All dwellings commenced after 2010 will be required to meet Level 3, all dwellings commenced after 2013 will be required to meet Level 4 and all dwellings commenced after 2016 will be required to meet Level 6 of the Codes for Sustainable Homes. Such details as may be approved shall be implemented and retained in perpetuity.

To remove the sentence 'unless otherwise agreed in writing by the Local Planning Authority' as this is no longer possible via letter and requires a new application. The reason remains as per the original report

28, Prior to the commencement of the development a habitat creation/enhancement and management plan shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be in accordance with TPM Landscape General Arrangements Drawing (dwg ref. 1237/903/Rev B) and Vegetated Linear Features Drawing (dwg ref. 1237.904). The scheme shall include details of the proposed habitat connectivity and the vegetated native species buffer zone along the western boundary of the site (adjacent to the BHS). Thereafter the approved management plan shall be implemented in full

This was amended at the request of the applicant who for clarity requested that the approved plans were referred to within the condition.

Condition 3 has been amended to refer to these plans and to incorporate Rev A after plan ref APPLETON-4S/101

The applicants have requested that Condition 26 is amended to read 'all private dwellings' as in accordance with the S106 Agreement for this site, the affordable units do not have to meet the Code for Sustainable Homes level unless the Affordable Housing Provider requires that standard to be met. The applicant has stated that they are working with Adactus, subject to contract, on this site and they have said they do not require it. However Adactus have not provided confirmation of this and as yet they are not definitely the affordable housing provider for this site. As such it is considered premature to amend the condition at this stage. If at a later stage Adactus are confirmed as the affordable housing provider and they confirm that they do not require the standard to be met the applicants can apply for a variation of condition.



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**ITEM 4g- 10/01095/FUL – Former Sultan's Palace Indian Restaurant, Bolton Road, Anderton, Chorley, BL6 7RW**

The application has been withdrawn following an objection from United Utilities. This relates to the location of a high pressure water mains running through the application site where Plots 1 and 2 would be sited.

The application has therefore been withdrawn with a view to the applicant seeking further information on the location of mains water pipes and re-submitting with a revised layout.

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**ITEM 4h- 10/01012/FULMAJ: Landscape proposals to two area's of green corridor and communal space at land adjacent to parcels J and L**

**The recommendation remains as per the original report**

1 further letter of objection has been received setting out the following issues:

Concerned with the location of four bench-seats around the circular path on the grounds that they will become a magnet for youths. Given the close proximity of Tesco, they are concerned is that this will be an ideal location for youths to purchase alcohol, and then hang around the seating area on the green corridor. They would not want this outside their house. They therefore ask for the seating area around the circular path to be refused. They state benches should be located in area which is clearly visible and easy to police and not tucked away behind trees and shrubs, thus creating a potential anti-social hot-spot.

**Officer response:** It is considered that seating is an important feature of the green corridors on Buckshaw to allow them to be enjoyed by everyone in the Village. They are a feature of the other green corridors in the village. The benches will be overlooked by several properties in the position proposed which is considered important to provide the area with natural surveillance. The seating is considered acceptable and the recommendation remains to approve the application

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**APPLICATION 10/00176/OUTMAJ – Flat Iron Car Park, Union Street, Chorley –****Reef Application**Highways

1. **Condition:** No part of the development hereby approved shall commence until a scheme for the construction of all site access by vehicles, pedestrians and cyclists and the off-site works of highway improvement has been submitted to, and approved in writing by, the Local Planning Authority in consultation with the Highway Authority. The scheme shall include the timing of the delivery of all such works, together with contingency arrangements.

**Reason:** *In the interests of highway safety and to ensure appropriate pedestrian connectivity between Chorley Town Centre and the public transport hubs before trading commences in accordance with PPS4, and in order to satisfy the Local Planning Authority and the Highway Authority that the final details of the highway scheme/works are acceptable before work commences on site*

2. **Condition:** No part of the development hereby approved shall be occupied or opened for trading until the approved scheme referred to in condition 1 has been constructed and completed in accordance with the scheme details.

**Reason:** *In order that the traffic generated by the development does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works.*

3. **Condition:** The development shall not be occupied or brought into use until details of a Travel Plan (Broadly in accordance with the draft Travel Plan submitted as part of this application) have been submitted to and approved in writing by the Local Planning Authority, such Travel Plan to include:

- a. the form and timing of travel surveys
- b. interim targets pending the results of travel surveys
- c. actual targets based on the results of travel surveys
- d. measures proposed to achieve the targets
- e. the means and funding for the monitoring of the travel plan
- f. enforcement and sanctions
- g. timing of submission of the final travel plan

Together with a timetable for the implementation of each such element.

None of the units within the development shall be occupied prior to implementation of those parts of the approved Travel Plan that are capable of being implemented prior to occupation. Those parts of the approved Travel Plan that are identified therein as only being capable of implementation after occupation shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as the development is occupied.

**Reason:** *In order to ensure that the development is accessible by a choice of means of transport including public transport in accordance with PPS4, PPG13 and Policy TR1 of the Chorley Borough Local Plan*

4. **Condition:** Within the reserved matters application(s) the provision of a replacement compound (having regard to the need for a compound) for the storage of market stalls shall be detailed, including its location, size, access, security and the programme for its implementation. The compound approved as part of the reserved matters application(s) shall be implemented in accordance with the approved programme.

**Reason:** *The development site currently includes provision for storage of market stalls for the Flat Iron market. The provision of the Flat Iron market is a corporate priority and also a key element of the Town Centre Strategy and the loss of provision would have a significant impact upon the delivery of the Market.*

5. **Condition:** Within the reserved matters application the provision of replacement facilities for the Shop Mobility facility that exists within the application site boundary including parking provision shall be detailed, including a location that can be easily accessed on foot and by car. With space for storage of mobility scooters and a secure office.

**Reason :** *The development site currently includes the provision of a facility to support disabled access to the town centre that in turn supports the vitality and viability of the town centre and the loss of this facility in this location would impact upon the accessibility of the town centre by less able visitors contrary to PPS4.*

BREEAM and Energy Conservation

6. **Condition:** Each building hereby permitted which provides more than 500sqm gross floorspace shall be constructed to achieve a minimum Building Research Establishment (BREEAM) standard of 'very good' and achieve 2 credits within Issue Ene 5: Low or Zero Carbon Technologies.  
**Reason:** *In the interests of minimising the environmental impact of the development and to accord with the requirements of Policy SR1 of the Sustainable Resources DPD, PPS1 (Climate Change) and PPS4*
7. **Condition:** No phase or sub-phase of the development shall begin until details of a 'Design Stage' assessment and related certification have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out entirely in accordance with the approved assessment and certification unless the Local Planning Authority otherwise approve in writing.  
**Reason:** *In the interests of minimising the environmental impact of the development and to accord with the requirements of Policy SR1 of the Sustainable Resources DPD, PPS1 (Climate Change) and PPS4*
8. **Condition:** No building unit shall be occupied until a 'Post Construction Stage' assessment has been carried out and a Final Certificate has been issued for it certifying that a BREEAM standard of 'very good' and 2 credits under Issue Ene 5 have been achieved and the Certificate has been submitted to and approved in writing by the Local Planning Authority.  
**Reason:** *In the interests of minimising the environmental impact of the development and to accord with the requirements of Policy SR1 of the Sustainable Resources DPD, PPS1 (Climate Change) and PPS4*

#### Servicing

9. **Condition:** A scheme for operation of the service yards shall be submitted as part of the reserved matters application. The scheme shall include hours for deliveries, servicing, collections, waste compactor and the layout of the service yards. The operation the service yards shall only take place in accordance with the approved scheme.  
Where exceptional circumstances require deliveries/servicing/collections to take place outside these stated hours, full written permission will firstly be sought from Chorley Council.  
**Reason:** *To safeguard the amenities of the occupiers of nearby residential accommodation and to accord with the requirements of the Chorley Borough Local Plan and in particular Policy EP20*

#### Lighting

10. **Condition:** A lighting scheme shall be submitted as part of the reserved matters application and implemented in full prior to first use of the development hereby approved. All lighting should be designed to reduce spillage outwith the site.  
**Reason:** *To safeguard the amenities of the occupiers of nearby residential accommodation and to accord with the requirements of the Chorley Borough Local Plan and in particular Policy EP21A*

#### Landscaping

11. **Condition:** A scheme for the landscaping of the development and its surroundings including the adopted highway surrounding the development shall be submitted as part of the reserved matters application. These details shall include proposed finished levels, means of enclosure, pedestrian access and circulation areas, hard surfacing materials, minor artefacts and structures (such as furniture and signs and ticket machines) and planting plans. All hard and soft landscape works shall be carried out in accordance with the approved details and shall be carried out prior to the occupation of any part of the development or in accordance with a programme first submitted to and approved in writing by the Local Planning Authority.  
**Reason:** *To ensure that a satisfactory landscaping scheme for the development is carried out to mitigate the impact of the development and secure a high quality design particularly in accordance with PPS4*

#### Standard Time Conditions:

- 12. Condition:** Approval of the details of the layout, scale, appearance, access and landscaping of the site of the proposed retail development (hereinafter called "the reserved matters") shall be obtained from the local planning authority in writing before any part of the development is commenced.
- 13. Condition:** Application for the approval of the Reserved Matters relating to the development shall be made to the Local Planning Authority before the expiration of 3 years from the date of this permission and thereafter the development shall be commenced either before the expiration of 5 years from the date of this permission or within 2 years of the approval of reserved matters application whichever is the later.
- Reason:** *Required to be imposed pursuant to Section 92 of the Town and Country Planning Act 1990 as amended by section 51 of the Planning & Compulsory Purchase Act 2004.*

#### Construction Environmental Management Plan

- 14. Condition:** Before any demolition, construction or contaminated land remediation works commence in connection with each identified phase, a Construction Environmental Management Plan (CEMP) must be submitted to, and approved in writing by, the Local Planning Authority detailing the provisions to be made for the monitoring and control of:
- Operating hours: No demolition, construction or contaminated land remediation activities, movement of traffic, or deliveries to and from the premises, shall occur other than between the hours agreed with the Local Planning Authority. Any proposed extension to these agreed hours, other than for emergency works, shall be agreed with the Local Planning Authority before work commences;
  - Noise and vibration: To demonstrate compliance with the guidance in British Standard BS5228 Noise and vibration control on construction and open sites; including the proposed measurement methodology, the location of monitoring locations and noise-sensitive premises, the maximum permitted facade noise levels. No piling, blasting, dynamic compaction or use of vibrating rollers shall occur without the written approval of the Local Planning Authority;
  - Dust/Particulate emissions: To include the prevention of dust/particulates being blown off-site, the sheeting of vehicles and preventing the deposition of dust and mud on the highway. At such times as the prevention of dust/particulate nuisance by the agreed means is not possible, the movement of vehicles, soils or dusty materials must temporarily cease until such time as weather conditions improve;
  - Waste: To include suitable and sufficient provisions for the collection, storage and disposal of waste materials. No unwanted materials shall be disposed of on site by burning without the prior written approval of the Local Planning Authority;
  - Lighting: To include a site plan showing the proposed types, locations and heights of the lamps, vertical illuminance levels (Lux) to the facades of agreed light-sensitive premises and operating times. All works shall be fully implemented in accordance with the approved CEMP.
  - Access by foot and cycle: Details of the phasing of construction to provide for and maintain access to the existing Market Walk development from Cleveland Street / Bus Station outside of normal opening hours.
  - Provision of signage prior to and during construction to inform visitors to the Town Centre about alternative car park arrangements

The CEMP shall include:

h) arrangements for the frequency and criteria for review of the CEMP and its consequential approval by the local planning authority;

i) arrangements for liaison to be undertaken with affected residents and town centre stakeholders

**Reason:** *To safeguard the amenities of the occupiers of nearby residential accommodation and to ensure that the impacts of the construction phases of the development are appropriately mitigated against.*

#### Car Parking Control

- 15. Condition:** No development shall take place until a scheme for car park management, including short and longer stay spaces, car park charges and charging review mechanism for the retail development has been submitted to and approved in writing by the local planning authority. The charging mechanism will be consistent with the main town centre car parks and especially the Flat Iron car park.

The charging review mechanism shall include:

- Frequency / criteria for review

- b. Process of review
- c. dispute resolution mechanism

The car parking spaces detailed in accordance with condition 16 shall be made available at all times in connection with the use of the development hereby approved. **Reason:** *To ensure that the management of the car park is consistent with other car parks which serve Chorley Town Centre which is necessary to ensure the vitality and viability of the town centre; and in accordance with PPS4 and PPS13.*

- 16. Condition:** The retail development shall not be open for trade until the car park circulatory aisles, and spaces have been provided, surfaced and marked out in accordance with details to be submitted as part of the reserved matters application. These details shall include the location and numbers of disabled parking bays and provision and location of trolley bays within the development.  
**Reason:** *To ensure the proper planning of the development, and in accordance with policy TR4 and DCLG "Manual for Streets" and to ensure compliance with PPS4 to ensure that the development does not adversely impact on the vitality and viability of the town centre.*

#### Land Contamination

- 17. Condition:** No development approved by this planning permission shall be commenced until:
- a. a strategy for investigating contamination present on the site has been submitted to and approved in writing by the Local Planning Authority;
  - b. an investigation has been carried out in accordance with the approved strategy; and,
  - c. a written report, detailing the findings of the investigation, assessing the risk posed to receptors by contamination and proposing a remediation scheme, including a programme for implementation, has been submitted to and approved in writing by the Local Planning Authority;

Remediation work shall be carried out in accordance with the approved remediation scheme and programme. Remediation work on contamination not identified in the initial investigation but found during construction work shall be carried out in accordance with details approved in writing by the Local Planning Authority subsequent to its discovery. Evidence verifying that all remediation work has been carried out in accordance with the approved scheme shall be submitted to and approved in writing by the Local Planning Authority before the development is first brought into use.

**Reason:** *To ensure that the presence of or the potential for any contaminated land is detected and appropriate remedial action is taken in the interests of public safety and in accordance with PPS25.*

#### Drainage

- 18. Condition:** No development approved by this permission shall be commenced until a surface water drainage strategy and phased delivery programme has been submitted to and approved by the Local Planning Authority. The surface water drainage scheme shall be completed in accordance with the approved strategy and programme.  
**Reason:** *To reduce the increased risk of flooding and in accordance with PPS25.*

#### Public Art

- 19. Condition:** Development shall not be commenced until a scheme for the retention of the 'Chorley Pals statue' and its incorporation within the development have been submitted to and approved in writing by the Local Planning Authority. The scheme shall include the position of the existing Chorley Pals monument, the surfacing in its vicinity and improvements to access and interpretation of the significance of the monument. Development shall be carried out in accordance with the approved scheme.  
**Reason:** *In the interests of preserving an existing feature of local interest in the interests of the proper planning of the site and to achieve a high quality development.*

#### Scale of Buildings

- 20. Condition:** Any building(s) constructed on the proposed development site shall fall within the maximum and minimum scale parameters as set out in accordance with plan AL(04)0101 rev P08 & the following details below:

Max Height 21.5m for car park level 4, 18m for car park level 3

Max Width 57m Union Street frontage & 82m adjacent to existing Market Walk,

Max Length 93m (excluding car park ramp)

Min Height 10m,

Min Width 46m Union Street frontage & 63m adjacent to existing market walk,

Min Length 66m

**Reason:** *In order to secure the implementation of the development within the scope of the assessment undertaken within the design and access statement that supports the conclusion that the development as a whole is acceptable in accordance with PPS4*

Floorspace Restriction

**21. Condition :** The convenience sales area (GIA) of the development hereby approved shall not exceed **1000sqm.**

**Reason:** *The 1000sqm is the level of floorspace (convenience) that has been assessed and a higher level of convenience floorspace has not been justified in accordance with PPS4 & PPG13.*

**22. Condition :** Notwithstanding the details included on the submitted plans, the reserved matters application shall detail the numbers of units the proposed development will be divided into and the floorspace split for each of the units proposed. There shall be no less than 2 units and no more than 6 units within the reserved matters application and those units shall have a minimum floorspace of 660m<sup>2</sup> (gross) and a maximum floorspace of 3800m<sup>2</sup> (gross).

**Reason :** *The highway assessment within the technical notes supporting this application detail that a large single unit with a significant convenience floorspace would impact upon the highway in a negative way and there is a need for larger format retail as detailed within the supporting documents to the application and is a position supported by the Town Centre Strategy and the retail studies that support the Local Plan and Central Lancashire LDF Core Strategy (Publication Version) and in accordance with PPS4 in terms of the vitality and viability of the town centre.*

**23. Condition :** With reference to condition 22 above the layout of units approved in a subsequent reserved matters application shall be implemented in accordance with the approved plans and shall not be subdivided into smaller retail units.

**Reason:** *The highway assessment considered and tested a level of floorspace and number of units, condition 22 above defines min & max unit numbers and floorspace to prevent impact in terms of an untested highway scenario and a range of units that would support the Town Centre Strategy and the retail studies that support the Local Plan and Central Lancashire LDF Core Strategy (Publication Version) and in accordance with PPS4 in terms of the vitality and viability of the town centre.*

**24. Condition :** Notwithstanding the details submitted as part of this application particularly within the design and access statement and the illustrative visuals, the design of any reserved matters submission should reflect the highest standards of design that should not take existing design quality, particularly of Market Walk as a benchmark for the design of a reserved matters application. The subsequent building should identify how its design assists in reducing the perceived bulk and height of the building and achieves its role as both a gateway building and to enclose an important public space (Flat Iron car park) that contain buildings of more intimate scale.

**Reason :** *Design and sustainable development is an overarching theme within PPS1 which highlights that ensuring high quality development through good and inclusive design is important and that poor design should be resisted and to ensure a reserved matters application accords with the principles of the Design and Access statement, PPS4 and PPS6 (design document).*

**25. Condition** The development hereby permitted shall be carried out in accordance with drawing numbers:

Description	Drawing Number	Revision


**Reason:** *To ensure that the development is carried out in accordance with the approved plans.*





Steven Abbott Associates LLP  
Chartered Town Planners

SHA/DB/1693-15/LPA

TRANSMITTED VIA E-MAIL AND POST

04 February 2011

J Moore  
Head of Planning  
Chorley Borough Council  
Union Street  
Chorley  
PR7 1AL

Dear Mrs Moore

**Development Control Committee: February 8<sup>th</sup>, 2011**  
**Item 4c: Application No.: 10/00176/OUTMAJ**  
**Proposed Redevelopment of Part of the Flat Iron Car Park, Chorley**  
**For a Retail Development, Multi Storey Car Park and Related Matters**  
**Rreef UK Ltd**

As you know, we act for E.H. Booth & Co Ltd (Booths) who operate a food store which fronts the Flat Iron Car Park, is thus in very close proximity and will be much affected by the above proposal.

Representations on our client's behalf were delayed pending clarification about the extent of convenience floor space proposed in the development.

The formal suggestions below are qualified by a request that a condition is imposed by the Council which restricts the net sales area for convenience shopping in the proposed development to 1000m<sup>2</sup> (net sales) This is on the basis that your recommendation to Council members is made on the same basis, the figure being used to justify the conclusions of the Applicant's Transport Assessment.

Booths welcome the introduction of investment into the Town Centre in principle and especially at its northern end – the Primary Shopping Area. However, they balance that positivity with practicalities given the scale of the development and its side effects. More particularly, it will have a profound impact on Booths store because of the effect on The Flat Iron Car Park. The viability of Booths store depends on that car park. Covenants were imposed in 2004. This was specifically because of that crucial functional relationship. Incidentally, we have drawn your attention to the fact that the proposed development is at odds with those covenants in certain respects although we have been advised just this afternoon by NJL that the TA may be incorrect in terms of the residual number of spaces left in that affected area.

Whilst from Booths point of view they would prefer not to lose half of the wider Flat Iron Car Park, they are taking a pragmatic approach to the situation. As a consequence our brief has been to look at resolving practical problems with you and NJL Consulting (Rreef's planning consultants).

**Partners**

Steven H Abbott BSc (Hons) MRICS  
Alanair J Skelton MRICS  
Richard A Perry MRICS  
Keith M Jones BA (Hons) MRICS

Stroudwood House, North Quarry Business Park, Appley Bridge, Wigan, Lancashire WN6 9DB

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www.stevenabbottassociates.co.uk

Steven Abbott Associates LLP  
04 February 2011

SHA/DB/1693-15/LPA

Those practical concerns are more or less all to do with car parking and customers' facilities between parking spaces and the store. These are not just about Booths customers but those who will be visiting the proposed new convenience store in Rreef's scheme. The end product would include two convenience stores (Booths existing and a new one in the proposed development) both facing a significantly smaller Flat Iron Car Park.

Because the Flat Iron Car Park is outside the application site and performs a wider role as a town centre short stay car park, we concluded that the best vehicle for securing a mutually fair management scheme is through planning obligations under Section 106 of The Act (i.e. a legal agreement). In our opinion conditions would be insufficient to cover the delivery and enforcement of the items necessary.

Booths trade will not only be affected over the long term but will be directly during the construction period i.e. before the multi storey car park is available for use. Most significantly, on market days it will have no car park for its customers. This is clearly unacceptable for the current convenience retail anchor to the Primary Shopping Area.

We respectfully request members to take account of these matters carefully in considering the items set out below. They matter greatly not just to Booths but to the vitality and viability of the Town Centre.

Below are the heads Booths would wish to see included in that essential Section 106 agreement (to be between The Council and Rreef/successors in title) plus one other matter for which a condition is appropriate.

All of the matters below have been put to Rreef through their planning consultants (NJL) in good faith in an attempt to agree a set of measures which are in the public interest, Rreef's and Booths.

Unfortunately, Rreef are not in agreement with some of them which is disappointing as we do not see that it would be harmful to their interests and yet all the matters raised can be wholly substantiated on planning grounds as material considerations.

Booths position then is one of requesting that if members are minded to grant planning permission, they only do so subject to a Section 106 agreement as outlined below; and the draft condition identified, together with others your officers will recommend. These items need to integrate the approach being taken towards the reduced Flat Iron Car Park, and the proposed multi storey car park.

It follows from the above that Booths position should be reported as objecting in the event that you and /or members do not concur with our client's suggestions. This is on the basis that the proposed development would then be detrimental to the vitality and viability of the Town Centre because of its unacceptable impact on car parking on which Booths food store depends. It should also be borne in mind that other shoppers use the car park for short stay visits to the Primary Shopping Area in particular. In those circumstances we suggest that determination of the application should be deferred so that further discussions can take place in an attempt to resolve differences.

I would be grateful if you could circulate this to all members of The Development Control Committee, ward members (as appropriate) and the Chief Executive as soon as possible.

Steven Abbott Associates LLP  
04 February 2011

SHA/DB/1693-15/LPA

*Suggested approach to mitigate some of the impact on Booths trading and viability*

Planning Obligations

*Heads:*

1. *A scheme for the management of the Flat Iron Car Park (FICP) and proposed multi storey car park which includes the following requirements:*
  - a. *Sufficient short stay customers parking spaces to meet the needs of the existing food store on the west side of the FICP (currently operated by Booths) and the proposed convenience floor space in the proposed development ;*
  - b. *The same terms for both car parks on matters covered by 'a';*
  - c. *Lifts which are designed to accommodate customers to both convenience stores (Booths and the proposed one) and their trolleys; and*
  - d. *Sufficient trolley storage areas for both stores in both car parks.*
2. *A scheme showing temporary arrangements for short stay shoppers' car parking lost from the FICP during the course of the development. Such car parking to be in close proximity to Booths (within 250 metres).*
3. *A capital contribution by Reef towards the costs to be incurred by Chorley Borough Council in refurbishing and improving the Flat Iron Car Park to include:*
  - a. *enhanced pedestrian links between the proposed retail development, /multi storey car park and Booths*
  - b. *Enhanced landscaping – hard, soft; and street furniture; and*
  - c. *Lay out to maximize available space for private cars.*

*Draft condition:*

*None of the floor space hereby approved shall open for business until the Multi Storey Car Park including access and trolley storage/parking arrangements has been wholly completed and made available for use by members of the general public (including shoppers and other visitors to the Town Centre) in accordance with approved plans to be submitted as reserved matters.*

*Reason: To ensure that adequate car parking facilities are provided for the Primary Shopping Area in the town centre including the existing food store on the west side of the Flat Iron Car Park.*

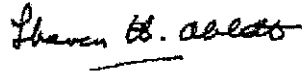
Booths reserves its position on other conditions which we have not seen at this point in time or matters raised and on other issues unrelated to the above subjects

We trust that the above comments and suggestions are helpful.

Steven Abbott Associates LLP  
04 February 2011

SHA/DB/1693-15/LPA

Yours sincerely

A handwritten signature in black ink that reads "Steven H. Abbott". The signature is written in a cursive style and is underlined.

Steven H Abbott

Cc P Whittingham  
G Booth  
R Pinkus  
A Ferguson  
M Saunders – NJL Consulting  
P Lester

E-mail: [stevena@abbott-associates.co.uk](mailto:stevena@abbott-associates.co.uk)

Appendix 1

**Paul Whittingham**

**From:** Steven Abbott [stevena@abbott-associates.co.uk]  
**Sent:** 08 February 2011 10:28  
**To:** Paul Whittingham  
**Cc:** Jennifer Moore; Graham Booth; Robert Pinkus; Andrew Ferguson; Paul Lester  
**Subject:** URGENT: Rreef, Chorley  
**Importance:** High  
**Attachments:** SHA track on rreef conditions version 2 without plans condition.DOC

Paul

I refer to our conversation this morning

Please find attached a track changes version of your draft conditions document highlighting suggestions and comments on Booths behalf

I am grateful to you for agreeing to review with your colleagues your position on the merit of a S106 agreement which makes provision for a car parking management strategy for the proposed MSCP and the Flat Iron Car Park. This was more particularly set out in my letter of 4<sup>th</sup> February, 2011. We have asked that the letter be put before members of Committee. We would also ask that this E-mail is also put before them if agreement cannot be reached between us.

I noted what you said this morning about the Council's track record of making temporary contingency arrangements for car parking and the fact that it will also have a role as landowner via a development agreement. On the former, we do not dispute what may have happened in the past, but you are not in a position to guarantee anything in the future. On the latter, this is immaterial to the decision the Council has to perform as a Local Planning Authority on the current application. In any event Booths concerns are about the permanent situation not just problems which will arise during the construction period. The issue is the management of the two car parks given their relationship with the Town centre.

The fact that the Flat Iron Car Park is outside the application site is no justification for not doing what we seek as you are quite entitled to impose a negative condition or seek a 106 (as we prefer) in these circumstances. It should always be borne in mind that the proposed major development fronts onto what is intended to remain as the Flat Iron Car Park. The two elements are inextricably related – the Flat Iron Car Park clearly is a key material consideration.

We do not understand why what we and Booths have suggested is not being followed as it is entirely sensible when taking account of everyone's respective interests.

I cannot stress enough the importance of this to our client.

At this point, I must record that Booths **OBJECT** to the application unless members are prepared to agree with the matters set out in our letter of 4th. This is on the basis that the viability of their store would be compromised and in turn so would that of the Town Centre in which it plays a key role. Indeed, it is the anchor store to the Primary Shopping Area. Clearly such an outcome would conflict with the Council's own policies and PPS4.

I do hope that this difficulty can be overcome today.

Regards

Steve

08/02/2011

Appendix 1

**Paul Whittingham**

**From:** Steven Abbott [stevena@abbott-associates.co.uk]  
**Sent:** 08 February 2011 12:48  
**To:** Paul Whittingham  
**Cc:** Jennifer Moore; Mark Saunders; Graham Booth; Robert Pinkus; Andrew Ferguson  
**Subject:** URGENT: TONIGHT'S COMMITTEE MEETING - Rreef, Chorley  
**Importance:** High  
**Attachments:** NJL Ltr 080111.pdf; Mark Saunders NJL 07.02.11.pdf

Paul

Mark Saunders of NJL (for Rreef) kindly provided me with copies of his letter to you of today's date together with a letter to him of 7<sup>th</sup> February from Faithful Gould.

We are grateful for the information and our client will be pleased to see that best practice is to be followed. Unfortunately, it appears that Rreef/NJL have misunderstood the point we have raised about the construction period and suggest that members should not be distracted by the information this evening.

As I explained to you last week, in one of our conversations, the issue for Booths at this point is not about construction management in the way described in today's letters. It is about the necessity of an S106 agreement which sets out how the MSCP and Flat Iron car parks will be managed together. This is to ensure continuity of short stay car parking facilities for the Primary Shopping Area and Booths in particular. Part of that strategy must deal with the construction period as it is in that phase when Booths will be most adversely affected. (On market days, Booths will have no car parking for their customers). Convenient car parking for food stores is, of course, essential – also true of the one proposed in the Rreef scheme.

We must emphasise that whilst existing covenants guarantee 130 spaces in the Flat Iron Car Park for short stay shoppers Booths do not have exclusivity over them. Consequently the loss of the rest of the Flat Iron Car Park to the proposed development will have a huge impact on their store and the Primary Shopping Area otherwise. The only hope of mitigation of the impacts is a car parking regime established at the outset which integrates the Flat Iron and MS car parks; and deals with that construction phase.

The subject is a material consideration and to approve the application without such security would be folly particularly given the vagaries of the project at this time (i.e. any substantive requirements must be imposed now).

I hope this further clarifies our client's position. I have copied this to Mark Saunders.

Regards

Steve

**Steven H Abbott**  
Partner  
**Steven Abbott Associates LLP**

Broadsword House  
North Quarry Business Park  
Appley Bridge

08/02/2011

Your Ref: 10/00176/OUTMAJ  
Our Ref: 2010-007



## Planning Sustainability Development

Mr Paul Whittingham  
Development Control  
Chorley Borough Council  
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Union Street  
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8<sup>th</sup> February 2011

By EMAIL only

Dear Mr Whittingham

**Re: Class A1 retail development with ancillary works and associated infrastructure - in Outline – 10/00176/OUTMAJ**

Please accept this letter in relation to recent discussions and in response to the letter to the Council from Steven Abbott Associates LLP on behalf of E.H.Booth & Co Ltd (Booths) dated 4<sup>th</sup> February 2011.

Page 3 of the aforementioned letter sets out a '*suggested approach to mitigate some of the impact on Booths trading and viability*' that are clauses which it is proposed are included within a Section 106 Agreement and attached to the outline planning application for the Market Walk extension scheme should this be approved.

In relation to points 1 and 3 of the suggested approach, we will make verbal representations to members this evening to confirm our position, which is entirely consistent with the approach that is being taken by Council officers.

Point 2 of the suggested approach is concerned with potential impacts upon the existing Flat Iron car park during construction phase of the development.

We have been able to consider this with our project managers, Faithful & Gould, and are therefore able to provide you with some initial points on construction management which highlight considerations and options open to contractors in redeveloping this site (please see enclosure).

Issues such as those specified within the letter will, as standard, form part of the construction management strategy which will be submitted at the reserved matters stage. That strategy upon completion, will set out space requirements for temporary site cabins, temporary access points and construction traffic operation hours amongst other items

It is entirely appropriate for the Council to consider that strategy at that time and can then balance any implications on covenants of existing legal agreements and impact to other areas of the town centre accordingly. There is no reason at present, in the context of the above, to suggest that there would be any significant impact which cannot be managed accordingly.

In relation to car parking numbers and the existing legal agreement between the Council and Booths. We would add that the Transport Assessment referred to 125 spaces which would be left at surface level of Flat Iron car park post development. This however, was based on an early indicative scheme for the reconfiguration of the car park which has now been superseded.

To clarify, at present there would be c.150 spaces left within the western portion of Flat Iron car park without the implementation of any refurbishment or improvement to that area.

Furthermore, the illustrative plans of the outline planning application show a reconfigured Flat Iron car park with pedestrian footpaths bisecting the car park area which would retain c130 spaces.

We trust that this helps in clarifying matters and hope that this can be distributed to members accordingly.

Yours sincerely,



Mark Saunders  
Senior Planner

For and on behalf of **NJL Consulting LLP**

*Cc: Jennifer Moore – Chorley Borough Council*

*Enc: Faithful & Gould Letter dated 7<sup>th</sup> February 2011*





The Axis 10 Holliday Street Birmingham B1 1TF Tel. 0121 483 5483 Fax. 0121 483 6333

Ref: MAB/PW  
07 February 2011

NJL Consulting  
Adamson House  
Towers Business Park  
Wilmslow Road  
Didsbury  
M20 2YY

**For the attention of Mark Saunders**

Dear Sirs

**Market Walk, Chorley**

We refer to recent discussions regarding construction logistics and the impact on the immediate shopping centre facilities. Whilst we cannot fully dictate the methods and limitations on working on the site, we can ensure that certain aspects are considered during the tendering process and integrated into any construction planning activities the contractor undertakes when developing its construction logistics plan, programme and its construction phase health and safety plan.

The following aspects have been considered and will be developed more fully with the prospective contractors once we have the opportunity to engage with them.

- Integration of the contractor's management suite and welfare facilities within one of the units within the existing market walk development, particularly unoccupied spaces at upper floor levels will reduce the impact at ground level.
- We will explore the use of Modern Methods of Construction (MMCs) to reduce the impact on the existing operation of the retail park by virtue of their construction off site and easy integration into the structure
- With the contractor, and subject to the development of the proposed construction method, we will develop a traffic management plan setting out access/egress and agreed delivery times. This may include temporary directional signage or re-marking of the existing car-park but this will be developed to minimise any impact on the car-parking provision and is only likely to affect the car-park nearest to the proposed new units.
- We will explore the opportunities for an offsite holding compound whereby deliveries can be radioed in when needed – just-in-time deliveries – thereby negating the need for large compound areas on site.
- We will investigate opportunities to use the existing Iceland serviceyard for any remaining temporary storage or cabins necessary
- The proposed use of steelwork and pre-cast units, coupled with offsite holding areas will allow speedy erection of the bulk components into the building structure.
- Once the structure is complete, site access for the retail unit fit-out will be via the completed new serviceyard off Clifford Street
- Any proposed hoarding scheme will be developed to reflect a high quality retail development and will afford the required level of protection to traffic and pedestrians using the car park, including, where necessary, fully-scaffolded protection tunnels.

E:\NJL Market Walk 07.02.11.doc

Regulated by RICS

UNITED KINGDOM UNITED STATES EUROPE ASIA MIDDLE EAST FGOULD.COM



INVENTOR IN PEOPLE



...2/

Ref: MAB/PW

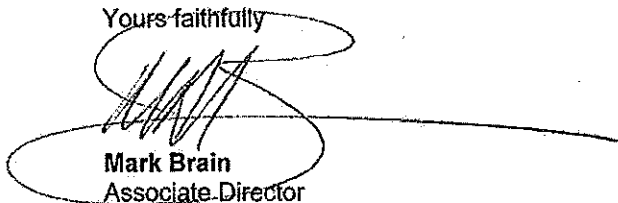
7<sup>th</sup> February 2011

- Clearly there will need to be a build-off zone wide enough to accommodate scaffolding and mobile cranes and platforms needed to complete the facade but the hoarding and protection scheme will be developed to provide the required level of safety to the public.
- The contractor may select the use of mobile cranes or tower cranes to undertake the construction and any designated off-loading points would be allocated based on the contractors preferred method of construction.
- Discussions with Highways may provide an opportunity to develop a designated off-loading zone on Clifford Street, in advance of the construction of the new service yard entrance, to further alleviate any impact on offloading/storage provision within the existing Flat Iron car-park.

We have successfully delivered projects on many logistically-challenging sites and are confident that we can develop a strategy for Market Walk which is sensitive to the continued operations of the units serviced by, and surrounding, the Flat Iron car-park.

We trust this adequately deals with your immediate concerns relating to construction.

Yours faithfully



**Mark Brain**  
Associate Director  
Faithful+Gould  
Commercial Services

Direct Dial: 0121 483 6439  
Email: [mark.brain@fgould.com](mailto:mark.brain@fgould.com)

Enc

cc J.Rawlinson

Faithful+Gould Project Management