

## SUPPLEMENTARY INFORMATION

### APPLICATIONS UNDER VARIOUS ACTS / REGULATIONS – SUPPLEMENTARY INFORMATION

1. Application Number: 14/03215/FUL

Address: Land And Buildings At Boston Street, Bramall Lane, Arley Street,  
St Marys Gate And Sheldon Street, Sheffield, S2 4QA

#### AMENDMENT TO DESCRIPTION

**Amend** “392 student flats/studios and 40 cluster units for 272 students (Sui Generis)” to “**393 student flats and 38 cluster flats giving a total 690 student bedrooms**”

#### AMENDMENTS/UPDATE TO REPORT

A number of alterations are required for clarity to the numbers of units and floor areas, following amendments to drawings, these are as follows:

-Page 39 and Summary & Recommendation (page 70), the student accommodation would comprise 393 student flats, 38 cluster units and a total 690 student bedrooms.

-Page 45 under Retail Policy Issues, the replacement oriental cash and carry supermarket would be 1,932 sqm (instead of 2,070 sqm) and the additional A1 to A5 uses would total 1,799 sqm (instead of 1,608 sqm). The revision to the A1 to A5 space is also reflected on page 46 (4<sup>th</sup> para).

-Page 57 under Highways Issues, the proposal would include 99 car spaces with 78 at basement level (rather than 93 spaces with 76 in the basement)

-Page 59, in regards to Cycle Storage 158 spaces would be proposed, with 20 cycle stands (40 spaces overall) at surface level.

The revisions to unit / accommodation numbers are not significant and do not require any additional assessment.

The additional A1to A5 floorspace mainly arises from the replacement of previously proposed residential space by A1 to A5 space in Building D. The additional space is not considered to be significant, and again no further assessment is therefore necessary.

The Developer has now met with Lifelong Learning service colleague/s and it was agreed that they would be willing to collaborate with the City Council to provide support for local employment and skills. This is welcomed, and an additional condition is recommended in order to cover the submission and agreement of strategy/ies dealing with this.

## AMENDMENTS TO CONDITIONS

Following further communication with the applicant's agent in regards to in particular the trigger points within the conditions, the following amendments are now proposed:

### Cond 3;

**Amend** to "The development shall be carried out in accordance with the phasing plan 2013-077-Z-SK-06"

### Cond 4;

- i) **Amend** to "...items listed below shall be approved in writing by the Local Planning Authority before that *phase 1* part of the development is commenced: ...": and
- ii) **Add 'shopfronts'** to the list of items

### Cond 5;

**Amend** to "Prior to the commencement of *Phase 1* of the development..."

### Cond 6;

**Amend** to "Prior to commencement of *that phase 1* part of the development..."

### Cond 7;

**Amend** to "Prior to commencement of *that phase 1* part of the development..."

### Cond 8;

**Amend** to "Prior to commencement of *that phase 1* part of the development..."

### Cond 9;

**Amend** to "Details of materials and finishes to be used on the exterior of the building....." and also "...before that *phase 1* part of the development is commenced".

### Cond 10;

**Amend** to "Details of external lighting shall be approved in writing by the Local Planning Authority *prior to installation*. Thereafter..."

### Cond 11;

**Amend** to "Prior to the first occupation of Phase 2 of the development details of a media screen shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include information about the location, size and times of operation. Thereafter, the development shall be carried out in accordance with the approved details. "

### Cond 12;

**Amend** "before that part of the development is commenced" to "prior to commencement of that *phase 1* part of the development..."

### Cond 13;

**Amend** to "...shall have been submitted to and approved in writing by the Local Planning Authority. ***These details shall include timescales for the provision of the public art.*** Such details shall then be implemented in accordance with ***the agreed timescale for implementation.***"

**Cond 14;**

**Replace** with "The submitted hard and soft landscaping scheme is not hereby approved. Prior to the commencement of development a programme for the submission of details of the hard and soft landscaping of the development shall be submitted to and agreed in writing with the Local Planning Authority. Details should be submitted in accordance with the agreed programme unless otherwise agreed in writing".

**Cond 15;**

**Replace** with "A comprehensive and detailed hard and soft landscape scheme shall be submitted to and agreed in writing with the Local Planning Authority in accordance with the programme indicated in the preceding condition. The scheme shall include a programme for the delivery of the different elements of the landscape scheme. The works shall be carried out in accordance with the approved programme of delivery. Thereafter the landscaped areas shall be retained and they shall be cultivated and maintained for a period of 5 years from the date of implementation and any plant failures within that 5 year period shall be replaced".

**Cond 18;**

**Amend** to "prior to that ***phase*** / part of the development being commenced..."

**Cond 23;**

**Replace** "maximum of 1,608 sqm" with "maximum of 1,799sqm".

**Cond 34;**

**Remove** as duplication of Cond 30.

**Cond 38;**

**Amend** to "Prior to the first occupation of each building (as denoted on the approved phasing plan 2013-077-Z-SK-06) a validation..."

**Cond 39;**

**Amend** to "...with a cumulative rating level as defined in BS4142:1997 not exceeding..."

**Cond 43;**

**Amend** to "which shall have been submitted to and approved in writing by the Local Planning Authority prior to the commencement of construction of each phase / part of the development commencing."

**Cond 47;**

**Replace** with "Prior to the commencement of development of each phase / part of the development details of a bird boxes or similar shall be submitted to and approved in writing by the Local Planning Authority. The overall development shall be provided with a total of ten boxes. The agreed details shall include a time schedule for implementation. Thereafter, the development shall be carried out in accordance with the approved details."

**Cond 48;**

- i) **Amend to “*Before the development is commenced, or within an alternative timeframe to be agreed in writing by the Local Planning Authority prior to commencement of development* the improvements...”; and**
- ii) **Amend to “Highway Improvements:**

**-Sheldon Street (remodelling / TRO) - *as indicated in principle on the Weddles Landscape Masterplan Drawing sent to Planning Officer by Email 2/12/14***

**-Arley Street (remodelling / TRO) - *as indicated in principle on the Weddles Landscape Masterplan Drawing sent to Planning Officer by Email 2/12/14***

**-Boston Street (remodelling / TRO) - *as indicated in principle on the Weddles Landscape Masterplan Drawing sent to Planning Officer by Email 2/12/14***

**-Bramall Lane roundabout (as indicated in principle on dwg VN40336-103)**

**- Bramall Lane / Sheldon Street (*alterations to TRO to allow right turn from Bramall Lane*)**

**Cond 51;**

**Amend to “ *No development shall commence for each phase / part of the development until*”**

**Cond 54;**

**Amend to “*Prior to each phase / part of the development being occupied, details shall be submitted...*”**

**Cond 59;**

**Amend to “*Within 3 months of the occupation of any phase / part of the development, or an alternative timeframe...*”**

**Cond 60;**

**Amend to “Prior to occupation of *each phase* / part of the development...”**

**Cond 61;**

**Amend to “Prior to commencement of development of *each phase* / part of the development ...”**

**Cond 62;**

**Amend to “*Prior to the completion of development (or part phase thereof), full details, including scaled elevation, plan and cross section drawings of temporary infill panels to the ground floor units shall be submitted to, and approved by the Local Planning Authority. The details submitted shall include an explanation, in drawings or text, of how the proposed infill panels will resist fly posting and graffiti, and how they will be maintained in good condition. Any works approved in discharge of this condition, shall be implemented in full before any phase or part phase of the development under this planning consent is first used or occupied, or by such time as may be agreed in writing with the Local Planning Authority. The strategy for maintaining the infill panels shall be operational at all times, until they are removed from the site to be replaced by permanent and separately approved shopfront installations.*”**

## **ADDITIONAL CONDITIONS**

### **Condition**

Prior to the installation of any signage / advertisements through the development a signage strategy document shall be submitted to and approved in writing by the Local Planning Authority. Any signage erected thereafter shall be in accordance with the approved document.

### **Reason**

In order to ensure an appropriate quality of development.

### **Condition**

Prior to the commencement of development of each phase of development, a Waste Management Plan shall have been submitted to and approved by the Local Planning Authority. Such Waste Management Plan shall include means of ensuring that waste is regularly collected and confined to identified bin storage areas. Thereafter waste management shall be in accordance with the approved Waste Management Plan.

### **Reason**

In the interests of the amenities of the locality.

### **Condition**

Prior to the commencement of development, or in accordance with an alternative timescale to be agreed with the Local Planning Authority, a detailed Employment and Training Strategy(ies), designed to maximise local opportunities for employment from the construction (and occupation) of the development shall have been submitted to and approved in writing by the Local Planning Authority. Thereafter the Strategy shall be implemented in accordance with the approved details.

### **Reason**

In the interests of maximising the economic and social benefits for local communities from the proposed development.

## **REVISED HEADS OF TERMS**

In regards to the "Heads of Terms for Legal Agreement" section, Item 2 has been expanded following discussion to require the payment of an Open Space Contribution of £174,640.00 relating to the accommodation in Phase 1, if Phase 2 isn't completed.

This is to ensure that a contribution towards open space is made if the regeneration benefits of the scheme, which accrue when the totality of the scheme is delivered, do not arise.

### Heads of Terms

- i) The Landowner covenants to re-appraise the viability assessment of the scheme's ability to make a contribution to Affordable Housing in the event

that the building shell is not completed or if the eaves height is not reached for Phase 1 within 3 years

- ii) The Landowner covenants to commence construction of the Phase 2 Works by no later than 3 years following the first occupation of the Phase 1 Building and further covenants to complete the Phase 2 Works to the satisfaction of the Council by no later than 6 years following the first occupation of the Phase 1 Building PROVIDED THAT should the Phase 2 Works not be completed to the satisfaction of the Council within 6 years of the first occupation of the Phase 1 Building then the Landowner covenants to pay the Open Space Contribution of £174,640.00 to the Council on or before the sixth anniversary of the first occupation of the Phase 1 Building.

## **RECOMMENDATION**

Given that a legal agreement is required and has not yet been secured, it is considered necessary for a dual recommendation to be agreed whereby in addition to the agenda recommendation to grant conditionally subject to a legal agreement, the application be refused in the event that the legal agreement is not concluded before 20<sup>th</sup> February 2015 with the reason for such being that 'the applicant has failed to either meet the planning requirements in the proposed legal agreement within a reasonable timescale or to agree an alternative timescale for meeting those planning requirements'.