

Appendix 5 - Minutes of PSC meeting for HGY.2023.0261

MINUTES OF MEETING Planning Sub Committee HELD ON Monday, 3rd July, 2023, 7.00 - 8.48 pm

PRESENT:

Councillors: Barbara Blake (Chair), Reg Rice (Vice-Chair), Nicola Bartlett, John Bevan, Cathy Brennan, George Dunstall, Scott Emery, Emine Ibrahim, Sue Jameson, Sean O'Donovan and Alexandra Worrell

1. FILMING AT MEETINGS

The Chair referred to the notice of filming at meetings and this information was noted.

2. PLANNING PROTOCOL

The Chair referred to the planning protocol and this information was noted.

3. APOLOGIES

There were no apologies for absence.

4. URGENT BUSINESS

There were no items of urgent business.

5. DECLARATIONS OF INTEREST

There were no declarations of interest.

6. MINUTES

The Chair advised that all outstanding minutes would be available for approval at the next meeting.

7. PLANNING APPLICATIONS

The Chair referred to the note on planning applications and this information was noted.

8. HGY/2023/0261 - BEROL QUARTER, ASHLEY ROAD, N17 9LJ

Philip Elliott, Planning Officer, introduced the report for: Full planning permission for the refurbishment and extension of Berol House to include Use Class E floorspace;

and the redevelopment of 2 Berol Yard to provide new residential homes and Use Class E floorspace; with associated landscaping, public realm improvements, car and cycle parking, and other associated works.

The following was noted in response to questions from the Committee:

- The extension would form part of the wider strategy for the area, and provide benefits for many residents, such as transport links.
- It was the Applicant's intention to build a college building, however the institution that had agreed to occupy this had pulled out of the contract. There was a significant market exercise to find an alternative, but this had been unsuccessful.
- In terms of affordability, this application was for 'Build to Rent'. There was a specific policy in the London Plan (H11) which set out the policy on tenure mix. This application complied with these policies in the affordability criteria.
- In terms of the bridge and access and the risk of anti-social behaviour, this would be managed and monitored by the applicant.
- There would be a considerable CIL contribution in relation to the NHS that the applicants would be making as part of Build to Rent, and this would be twice as much as the contribution normally expected for residential development for sale.
- The ground floor spaces would be rented out as Class E, commercial, not betting shops, at a peppercorn rate.
- There would be minimal parking in the area (Blue Badge parking will be available) as Tottenham Hale was an accessible area with various transport links.
- Condition 4 required a plan to be submitted to show how wheelchair adaptable homes would be distributed across all tenures.
- Urban greening could be increased, but this would impact public space, the community art space and the general free movement of residents. The applicants had chosen to go with accessibility instead of extensive greening. Condition 19 is a requirement to show the Applicant has done as much as they can to green as much as possible.
- Enhanced single aspect essentially meant at the corner of each dwelling there is a balcony, which was slightly better than solely a single aspect. Due to the nature of the tower it would be difficult to not have single aspects.
- The bridge would have to go through vigorous assessments. The Met Police would be involved in this and would consider the feasibility for the bridge, and ensure design/crime and safety will be considered in the study.
- Preferential treatment normally would be 3 months, this would be a longer period to ensure the people using these units would be Haringey residents. It is certainly the applicant's intention to make sure that there are businesses opening later to corroborate with a daytime and night time economy in the new development. Families will be prioritised.

There were no objections to the proposal. The Chair invited the Applicant Team – insert names – to respond to questions from the Committee. NOTED:

- The refuse collection had been designed on the basis of twice weekly collections, and there would be a concierge service to ensure waste was managed. Work would be undertaken with residents to maximise recycling, which would reduce the size of waste storage. The applicants had agreed with officers to undertake a monitoring review after 12 months but the onus would be on the Applicants to monitor space.
- There would be a Concierge 24 hours a day 7 days a week, so the building would be fully managed at all times. Over the last 5 years the applicant had worked with Haringey employment teams to maximise local employment opportunities. There would be no opportunity for any forms of Air BnB in a build to rent scheme, as this would breach the terms of the lease.
- Paragraph 6.9.10 set out the benchmark for viability. The current CIL charge was based on an indicative S106 contribution of roughly £1000 per unit, and the total contributions secured for this development would be in excess of this.
- Haringey residents would have priority and there would be a marketing period for local Haringey residents and families. There would also be opportunities to sign up to a waiting list. There was also a commitment to developing a joint approach with the Council for the affordable units which would align with the Council's intermediate housing policy.
- The 15 year proposal for lease followed the covenant as part of the Section 106 requirement for Build to Rent. It was hoped that this lease would be renewed in the future.

Robbie McNaugher, Head of Development Management, summed up the recommendation as set out in the report, along with amendments to conditions and Heads of Terms, following the Committee's consideration of the application:

- To include Condition 53 as set out in addendum:
“Berol House Blue Badge Parking

53) Prior to first occupation of Berol House, an assessment which demonstrates adequate provision for Blue Badge holder parking bays for Berol House shall be submitted to and approved in writing by the Local Planning Authority.

Once approved the development shall be completed in accordance with the approved details and retained as such thereafter unless otherwise agreed in writing.

REASON: To ensure that the development complies with London Plan Policy T6.5 Non-residential disabled persons parking.

- Amend Heads of Terms 2(d) to include priority for Haringey residents in the affordable housing
- Amend Heads of Terms 9 to include the consideration of Secure by Design principles in the bridge feasibility study

The Chair moved that the recommendation be granted, with the amendments as outlined, and following a vote with 10 in favour, 0 against and 1 abstention, it was

RESOLVED

1. To GRANT planning permission and that following Stage II referral to the GLA, the Head of Development Management or the Assistant Director Planning, Building Standards & Sustainability is authorised to issue the planning permission and impose conditions and informatics subject to signing of a section 106 Legal Agreement providing for the obligations set out in the Heads of Terms below.
2. That delegated authority be granted to the Head of Development Management or the Assistant Director of Planning, Building Standards & Sustainability to make any alterations, additions, or deletions to the recommended heads of terms and/or recommended conditions as set out in this report and to further delegate this power provided this authority shall be exercised in consultation with the Chair (or in their absence the Vice Chair) of the Sub-Committee.
3. That the section 106 legal agreement referred to in resolution (1) above is to be completed no later than 01/09/2023 or within such extended time as the Head of Development Management or the Assistant Director Planning, Building Standards & Sustainability shall in their sole discretion allow; and
4. That, following completion of the agreement referred to in resolution (1) within the time period provided for in resolution 3) above, planning permission be granted in accordance with the Planning Application subject to the attachment of conditions.

Conditions (the full text of recommended conditions is contained in Appendix 2 of the report)

- 1) 3-year time limit
- 2) Approved Plans & Documents
- 3) Phasing Plan
- 4) Accessible Accommodation
- 5) Commercial Units - Opening Hours
- 6) Commercial Units – Class E Only
- 7) Quantum of development
- 8) BREEAM Certificates
- 9) Residential – Noise Attenuation
- 10) Residential – Noise Attenuation from commercial/community
- 11) Fire Statement
- 12) Landscape Details
- 13) Playspace
- 14) Surface Water Drainage

- 15) Surface Water Network (Thames Water)
- 16) Water Network Capacity (Thames Water)
- 17) Flood Warning and Evacuation Plan (FWEP)
- 18) Water Efficiency Condition
- 19) Biodiversity
- 20) Lighting
- 21) External Materials and Details
- 22) Living roofs
- 23) Landscape and ecological management plan (LEMP)
- 24) Energy Strategy
- 25) DEN Connection
- 26) Overheating
- 27) Overheating Building User Guide
- 28) Circular Economy
- 29) Whole Life Carbon
- 30) Secured by Design
- 31) Written Scheme(s) of Investigation for Archaeology
- 32) Land Contamination
- 33) Unexpected Contamination
- 34) Car & Cycle Parking Management Plan
- 35) Cycle Parking
- 36) Delivery and Servicing Management Plan
- 37) Site Waste Management Plan
- 38) Waste Management Plan
- 39) Detailed Construction Logistics Plan (PRE-COMMENCEMENT)
- 40) London Underground Asset Protection (PRE-COMMENCEMENT)
- 41) Public Highway Condition (PRE-COMMENCEMENT)
- 42) Demolition/Construction Environmental Management Plans (PRE-COMMENCEMENT)
- 43) Updated Air Quality Assessment
- 44) Management and Control of Dust
- 45) Combustion and Energy Plant
- 46) Combined Heat and Power (CHP) Facility
- 47) Business and Community Liaison Construction Group
- 48) Telecommunications
- 49) Wind Mitigation
- 50) Noise from building services plant and vents
- 51) Anti-vibration mounts for building services plant / extraction equipment
- 52) Signage and wayfinding
- 53) Berol House Blue Badge Parking

Informatics

- 1) Working with the applicant
- 2) Community Infrastructure Levy
- 3) Hours of Construction Work

- 4) Party Wall Act
- 5) Numbering New Development
- 6) Asbestos Survey prior to demolition
- 7) Dust
- 8) Written Scheme of Investigation – Suitably Qualified Person
- 9) Deemed Approval Precluded
- 10) Maximise Water Efficiency
- 11) Minimum Water Pressure
- 12) Paid Garden Waste Collection Service
- 13) Sprinkler Installation
- 14) Designing out Crime Officer Services
- 15) Land Ownership
- 16) Site Preparation Works
- 17) s106 Agreement
- 18) Revised Fire Statement required with any revised submission
- 19) Building Control
- 20) Building Regulations – Soundproofing
- 21) Thames Water - Sewage Pumping Station

Section 106 Heads of Terms (HoTs):

1) On-site affordable housing (DMR and LLR)

Affordable Housing Scheme to be submitted for approval prior to commencement of development which shall include the following:

- a. Minimum of 35% by habitable room (202 habitable rooms).
- b. Tenure mix – 30% London Living Rent (LLR) Housing and 70% Discount Market Rent (DMR) Housing.
- c. Proposed Number of Habitable Rooms by tenure: DMR = 78 (2-bed) and 64 (3-bed); LLR = 36 (2-bed) and 24 (3-bed).
- d. Triggers for provision - No occupation of the Market Rent Housing Units until all of the Affordable units have been delivered.
- e. Location of different tenures (a plan of the affordable housing showing where both DMR and LLR is located).
- f. Affordable housing residents to have access to the same communal amenity and play space as Market Rent housing.

2) Affordability

- a. Tenure mix – 30% London Living Rent (LLR) Housing and 70% Discount Market Rent (DMR) Housing.
- b. DMR housing = 2 Bedroom: 75% of Market Rent and 3 Bedroom: 65% of Market Rent and a commitment to retaining rents calculated at these levels and using the same methodologies.
- c. Provide a dedicated 6-month marketing priority period for local Haringey Residents for the affordable units which shall be completed 12 to 6 months prior to Practical Completion with evidence of the marketing

provided to the Council. Families shall be prioritised for the DMR family 3-bedroom units.

- d. A commitment to developing an approach to allocations jointly with the Council for both the LLR and DMR units. That process shall ensure allocations and lettings align with the Council's Intermediate Housing Policy with a commitment to prioritise households with children for the two- and three-bed DMR units, and to ringfence two- and three-bed LLR units for households with children.
- e. Evidence of the chosen tenants shall be provided to show compliance.

3) Viability Review Mechanism

- a. Early-Stage Review if not implemented within 2 years in whole or in part; and
- b. Development Break review – review if construction is suspended for 2 years or more.

4) Build to Rent (BtR) Obligations

- The homes shall be held under a covenant for at least 15 years (apart from affordable units, which shall be secured in perpetuity);
- A clawback mechanism if BtR homes are sold
- Unified ownership and management of the private and affordable elements of the scheme;
- BtR housing shall be provided in accordance with an approved BtR marketing and letting scheme to be submitted for approval 12 to 6 months prior to Practical Completion.
- Not to occupy or cause or permit the occupation of any BtR Housing Unit until a BtR Management Plan has been submitted to and approved by the Council. The BtR Management Plan shall incorporate the following requirements, unless otherwise agreed in writing with the Local Planning Authority:
 - a) Each BtR Housing Unit shall be self-contained and let separately for private Residential Use;
 - b) Rent and service charge certainty shall be provided for the tenancy period on a basis made clear before the tenancy agreement is signed including any annual increases, which should be formula-linked;
 - c) Longer tenancies (three years or more) shall be made available to all tenants;
 - d) Each lease of each BtR Housing Unit shall contain a break clause allowing the tenant to end the lease with a month's notice any time after the first six months of the lease;
 - e) Providers must not charge up-front fees of any kind to tenants or prospective tenants outside of deposits and rent-in-advance.
 - f) The BtR Housing Units shall be managed as a whole by a single professional property manager which:

- i. provides a consistent and quality level of housing management,
- ii. has regular on-site presence,
- iii. is part of an accredited ombudsman scheme,
- iv. is a member of the British Property Federation or RICS;
- v. complies with the RICS Private Rented Sector Code,
- vi. has a complaints procedure.

g) Details of the waste collection strategy for the BtR Housing Units, including a commitment to a period of monitoring (to be agreed but likely 1 year post occupation) and reporting of waste / recycling volumes and making a payment of £100,000.00 to the Council where twice weekly refuse collections are required (to cover the cost of an additional vehicle) subject to monitoring results. Details of the monitoring shall be submitted to the LPA and agreed prior to occupation as part of the s106 obligation.

5) Additional Affordable Workspace

In the event that the construction of Berol House has not commenced by the earlier of:

- A) June 2028, or;
- B) Practical Completion of 2 Berol Yard -

Then Retail Unit 2 (221sqm) shall be allocated as "Additional Affordable Workspace" and subject to a discount of 20% of the prevailing market rent until the later of:

- A) 3 years from the date of Practical Completion of 2 Berol Yard; or
- B) The date of Practical Completion of Berol House.

6) Commercial Strategy

Prior to the occupation of both buildings, provide an updated Commercial and Retail strategy which identifies how the proposed uses would complement and enhance the commercial offer in Tottenham Hale, considering the wider regeneration.

7) Employment & Skills

- Submission of an employment and skills plan
- No less than 20% of the peak construction workforce to be Haringey residents
- Provision of skills-based training to the 20% referenced above
- 5% of the peak workforce to be provided with traineeships
- Provision of a construction apprenticeships at one per £3m development construction cost up to a maximum of 10% of total construction workforce
- Provision of a £1,500 support contribution per apprentice
- Provision of no less than five STEM/career inspirational sessions per construction phase
- Regular liaison with the Council to allow local businesses and suppliers to tender for works

- Other requirements as agreed in discussions with the Council's Employment and Skills Officer
- A commitment to being part of the borough's Construction Programme for construction and occupation.
- Work with the Haringey Employment and Recruitment Partnership - employment and training opportunities to identify and promote construction jobs during the delivery of both Berol House and 2 Berol Yard.
- Designate a named contact to ensure efficient management and supply of local Council residents for employment and training opportunities.
- Participate in the Haringey Construction Partnership.

8) Public Art

- Not to occupy or permit the occupation of any BtR Housing Unit until a public art/lighting installation scheme has been submitted to the council, approved, and implemented.
- For a period of 10 years from the date of first occupation of the BtR Housing Units, an external space within the Berol Square, of not less than 5m x 5m shall be provided which shall be available for not less than 3 months of each year for a temporary public art installation, to showcase Tottenham talent

9) Future proofing bridge connection

- Not to occupy or permit the occupation of any BtR Housing Unit until the new public access stairway, lift, and bridgehead have been constructed as part of the 2 Berol Yard building.
- To provide a permissive path right of access for members of the public to pass, with and without bicycles to the bridge head.
- To provide a bicycle track within the public access stairway.
- To maintain the public access stairway, public access lift, and landing area at no expenses to the Council, including all lighting, cleaning, and the like.
- Prior to the construction of the future potential bridge (not by the applicant) install glazing to the external façade to provide an additional winter garden space as an extension to the 2 Berol Yard Cultural and Arts Space (Use Class F2 Community / Affordable Workspace).
- Produce a feasibility study for the bridge over Watermead Way and the railway, the study should include design options and costings for the proposal.
- To use best endeavours to work with those constructing the bridge to ensure its delivery by guaranteeing that whenever the bridge can come forward the bridge builder can connect to their landing stairs and lift, which will be freely available for bridge users.

- Input from an accessibility expert shall be sought to determine the best arrangement of the lift and stair and a channel for bicycles should be incorporated into the stairs.

10) Cultural and Arts Space

- 161sqm of Cultural and Arts Space (Use Class F2 Community / Class E Affordable Workspace) floorspace to be constructed on the first floor of 2 Berol Yard - plus public gallery and winter garden area until the potential future bridge is opened.
- Not to occupy or permit the occupation of any BtR Housing Unit until the Cultural and Arts space has been constructed to CAT A standard and first refusal of a lease to be offered to the Council.
- Grant a 15-year Lease of the space, for use by Made by Tottenham (or other such nominated body involved with the arts, creative trade, local industry), or alternative occupier agreed in consultation with the Council with a minimum discount of 20% of the prevailing market rent and a rent-free period of 3 years. The Lease shall also include a right to renew for 2 further 5-year periods, subject to agreement by both parties.

11) Public Realm

- Public access to footpaths, cycleways, open spaces, and the Cultural and Arts Space, including the potential future bridgehead provided via a Permissive Path right for public, visitors and the like to all routes.
- Submit and implement an Approved Public Access Plan.
- Maintain development estate public realm areas in accordance with the standards of good estate practice.

12) National Health Service (NHS) Contribution

Provide a capped contribution of £25,000 prior to Practical Completion of 2 Berol Yard to support local NHS services.

13) Travel Plans (Commercial and Residential Travel Plans (£3,000 contribution per plan))

A requirement for detailed travel plans to be submitted for approval prior to occupation and must include:

- Appointment of a Travel Plan Coordinator (to also be responsible for monitoring Delivery Servicing Plan) to work in collaboration with the Council for a minimum of five years
- Provision of welcome induction packs containing public transport and cycling/walking information, map, and timetables, to every new occupant.
- A commitment to liaise with Zipcar to understand utilisation of nearby Car Club bays.

14) Car Club

A commitment to provide residents with three years car club membership including a £50 annual credit for those who register.

15) Car Capping

No future occupiers will be entitled to apply for a residents or business parking permit under the terms of the relevant Traffic Management Order controlling on-street parking in the vicinity of the development. £5,000 for revising the associated Traffic Management Order.

16) Construction Logistics/Monitoring contribution

A payment of £20,000.00 to be paid to the Council - payable as £10,000.00 on commencement of each building.

17) Considerate Constructors Scheme

A commitment to sign up to the scheme for the entirety of construction works.

18) Ultrafast broadband

All rooms of accommodation and commercial spaces must have access to ultrafast broadband connections (above 100MB/s).

19) Carbon Management & Sustainability - Future connection to District Energy Network (DEN)

- An amended energy statement is to be provided on first occupation of the development.
- Estimated carbon offset contribution, plus a 10% management fee; carbon offset contribution to be re-calculated at £2,850 per tCO₂ at the Energy Plan and Sustainability stages (See Carbon Offsetting below for more detail).
- Be Seen commitment to uploading energy data
- A covenant to comply with the Council's standard DEN specification for the building DEN and for any components of the area wide DEN installed on site.
- Submission of Energy Plan for approval by LPA
- Sustainability Review

20) Carbon offsetting

Provision of a contribution to offset the carbon emissions of the development where not met on site against the zero-carbon target. Estimate of the carbon offset figure is £327,750.00 for the whole development which is to be reviewed once the amended energy statement has been assessed by the Council. A management fee of 10% is also required (estimate: £32,775)

21) Monitoring costs

Based on 5% of the financial contribution total, and £500 per non-financial contribution.

22) Securing Design Quality

Retain the existing architects for both buildings as Design Guardians to safeguard the design quality.

23) Berol House Relocation Strategy

Submission of a relocation strategy to be submitted prior to construction to identify how existing occupants within Berol House would be supported to find new suitable premises.

5. That, in the absence of the agreement referred to in resolution (1) above being completed within the time period provided for in resolution (3) above, the planning permission be refused for the following reasons:
 - a) In the absence of a legal agreement securing 1) the provision of on-site affordable housing and 2) viability review mechanisms the proposals would fail to foster a mixed and balanced neighbourhood where people choose to live, and which meet the housing aspirations of Haringey's residents. As such, the proposals would be contrary to London Plan Policies GG1, H4, H5 and H6, Strategic Policy SP2, and DM DPD Policies DM11 and DM13, and Policy TH12.
 - b) In the absence of a legal agreement securing the Build to Rent (BtR) obligations the proposals would fail to meet the requirements of London Plan policy H11 and, as such, the proposals would be contrary to that policy.
 - c) In the absence of a legal agreement securing financial contributions towards infrastructure provision (the Future proofing bridge connection, Cultural & Arts Space, public art, public realm, and other Transport Contributions), the scheme would fail to make a proportionate contribution towards the costs of providing the infrastructure needed to support the comprehensive development of Site Allocation TH6. As such, the proposals are contrary to London Plan Policy S1, Strategic Policies SP16 and SP17, Tottenham Area Action Plan Policies AAP1, AAP11 and TH6 and DM DPD Policy DM48.
 - d) In the absence of legal agreement securing 1) a Travel Plan and financial contributions toward travel plan monitoring, 2) Traffic Management Order (TMO) amendments to change car parking control measures the proposals would have an unacceptable impact on the safe operation of the highway network and give rise to overspill parking impacts and unsustainable modes of travel. As such, the proposal would be contrary to London Plan Policies T5, T1, T2, T3, T4 and T6, Spatial Policy SP7, Tottenham Area Action Plan Policy TH4 and DM DPD Policy DM31.
 - e) In the absence of an Employment and Skills Plan the proposals would fail to ensure that Haringey residents' benefit from growth and regeneration. As such, the proposal would be contrary to London Plan Policy E11 and DM DPD Policy DM40.

- f) In the absence of a legal agreement securing the implementation of an energy strategy, including the prioritisation of a connection to a DEN, and carbon offset payments - the proposals would fail to mitigate the impacts of climate change. As such, the proposal would be unsustainable and contrary to London Plan Policy SI 2 and Strategic Policy SP4, and DM DPD Policies DM 21, DM22 and SA48.
- g) In the absence of a legal agreement securing the developer's participation in the Considerate Constructor Scheme and the borough's Construction Partnership, the proposals would fail to mitigate the impacts of demolition and construction and impinge the amenity of adjoining occupiers. As such the proposal would be contrary to London Plan Policies D14, Policy SP11 and Policy DM1.

6. In the event that the Planning Application is refused for the reasons set out in resolution (5) above, the Head of Development Management (in consultation with the Chair of Planning sub-committee) is hereby authorised to refuse any further application for planning permission which duplicates the Planning Application provided that:

- (i) There has not been any material change in circumstances in the relevant planning considerations, and
- (ii) The further application for planning permission is submitted to and approved by the Assistant Director within a period of not more than 12 months from the date of the said refusal, and
- (iii) The relevant parties shall have previously entered into the agreements contemplated in resolution (5) above to secure the obligations specified therein.

9. UPDATE ON MAJOR PROPOSALS

There were no queries on the report. The Chair noted that any queries could be directed to the Head of Development Management.

RESOLVED

To note the report.

10. APPLICATIONS DETERMINED UNDER DELEGATED POWERS

There were no queries on the report. The Chair noted that any queries could be directed to the Head of Development Management.

RESOLVED

To note the report.

11. NEW ITEMS OF URGENT BUSINESS

There were no new items of urgent business.

12. DATE OF NEXT MEETING

It was noted that the date of the next meeting was 18 July 2023.

CHAIR: Councillor Barbara Blake

Signed by Chair

Date