GREATERLONDON AUTHORITY

(By email)

Our Ref: MGLA290420-0427

1 June 2020

Dear

Thank you for your request for information which the Greater London Authority (GLA) received on 29 April 2020. Your request has been dealt with under the Environmental Information regulations (EIR) 2004.

You asked for:

I would like to have all the information regarding the Bodgers Tower and Recorder House Ilford plans in both written and electronic forms of communication regarding these developments.

Our response to your request is as follows:

Further to my email of 22 May 2020, please find attached the information the GLA holds within scope of your request.

Please note that some names of members of staff are exempt from disclosure under Regulation 13 (Personal information) of the EIR. Information that identifies specific employees constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

If you have any further questions relating to this matter, please contact me, quoting the reference at the top of this letter.

Yours sincerely

Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

 $\frac{https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information}{}$

From:

Sent: 20 June 2018 17:33 **To:** James Murray **Cc:**

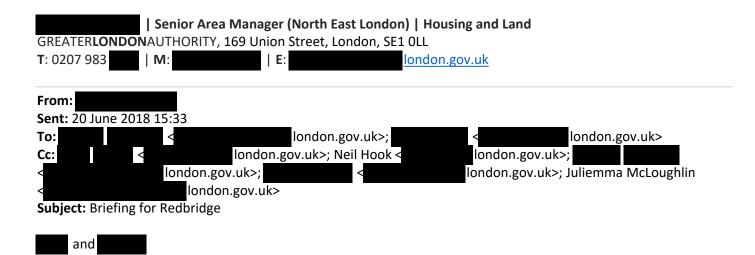
Subject: FW: Briefing for Redbridge

Attachments: LB Redbridge Draft Deputy Mayor Briefing Final (Planning additions).docx

Hi James

I sent the briefing for the Redbridge meetings tomorrow afternoon to office. Just in case no-one else has sent it on, please find it attached here.

Feel free to get in touch if you have any questions about anything on it. Otherwise I will see you at the meeting tomorrow.



Please find attached an updated briefing for the Redbridge meetings tomorrow afternoon. This briefing covers both Housing and Land as well as Planning, so is for both Jules and James.

Please let us know if you have any questions.

Thanks

| Senior Area Manager (North East London) | T: 0207 983 | M: | M: | E: london.gov.uk

Housing and Land | GREATER LONDON AUTHORITY | 169 Union Street, London, SE1 OLL

Briefing

[Redactions made to information out of scope of the request]

Date: 20 June 2018

To: James Murray - Deputy Mayor for Housing and Residential Development

Jules Pipe - Deputy Mayor for Planning, Regeneration and Skills

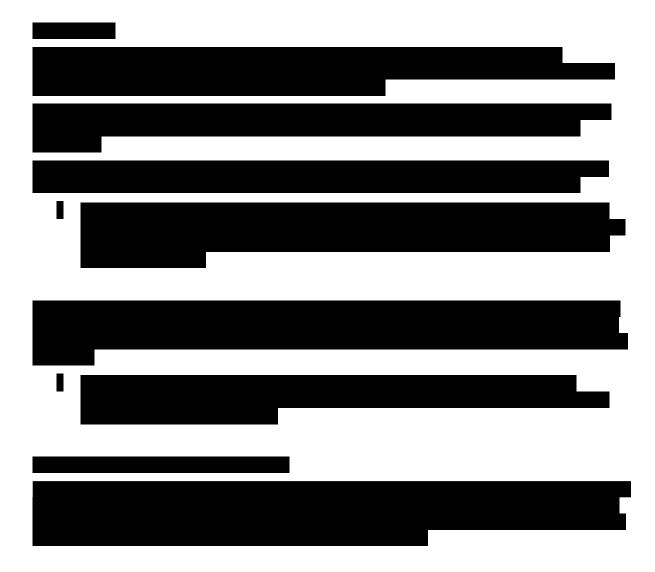
From:

- North East Team, Housing and Land
- Principal Strategic Planner, Planning

Re: London Borough of Redbridge

Meeting at City Hall on Thursday 21 June at 3pm with:

- Jas Athwal, Leader of the Council
- Farah Hussain, Cabinet Member for Housing & Homelessness
- Andy Donald, Chief Executive
- Matthew Essex, Operational Director of Regeneration, Property & Planning
- Jackie Odunoye, Operational Director of Housing



Bodgers Site/Recorder House, Ilford

This is at the pre-app stage and the store is closed. The applicant is currently progressing a linked scheme across the two sites with the Bodgers site (closest to the station) as 100% private, and the Recorder House site (1.5 km to the east) as 100% affordable. Redbridge Council officers are being firm in insisting on the Bodgers Site having a proportion of affordable homes. Given the distance between the two sites, and in the interests of supporting mixed and balanced communities, GLA officers are also advocating the principle of on-site affordable at the Bodgers site. However, the door is open for the applicant to demonstrate that its proposed off-site approach could: support mixed and balanced communities; enable the delivery of a greater provision of affordable family housing; and, support an increased provision of affordable housing overall. Where such a case is presented, GLA officers may be in a position to support the approach.

The current proposal across the two sites is for 524 units (380 on Bodgers Site and 144 on Recorder House) with all the units at Recorder House as affordable homes (27%). The applicant is Access Self Storage. No confirmed RP partner at this stage (but may be Southern HG).

From: Sent: 09 January 2019 08:52 To: RE: Bodgers - Ilford chat Subject: No worries – tomorrow is fine, thanks From: Sent: 09 January 2019 08:30 london.gov.uk> Subject: RE: Bodgers - Ilford chat Happy New Year! Sorry, do you mind if we reschedule the catch up as I'm planning to WFH this morning - I'm around this afternoon or tomorrow morning if that works for you? Thanks -----Original Appointment-----From: **Sent:** 04 January 2019 10:51 To: Subject: Bodgers - Ilford chat When: 09 January 2019 10:00-10:30 (UTC+00:00) Dublin, Edinburgh, Lisbon, London. Where: Morning

Happy new year! Hope you had a nice xmas.

I've taken over this site from which is for a 42 storey tower in Ilford (and a linked 15 storey site). Are you about to a chat about it on Weds?

ta

From: Sent:

29 May 2019 17:07

To:

Cc: Subject:

Re: 4559 and 4559a Bodgers Dept Store and Recorder House



Yep, they are the same. Linked bcos one is the AH contribution for the other.

Get Outlook for Android

From:

Sent: Wednesday, May 29, 2019 5:28:43 PM

To:

Cc:

Subject: 4559 and 4559a Bodgers Dept Store and Recorder House

Hi

This case is on the tracker – is it the same as Recorder House/One Station Road? Would it be possible to have a chat about this when you are back in the office?

Thanks

Development Viability (Expert) Advisor, Planning

GREATERLONDONAUTHORITY

City Hall, The Queen's Walk, London SE1 2AA

020 7983

Mob

london.gov.uk

london.gov.uk

From: < redbridge.gov.uk>

Sent: 29 May 2019 10:24 **To:**

Subject: RE: 4559/4559a - Recorder House & Bodgers

I am drafting the two planning committee reports and wondered whether we ought to apply any, or all, of the review clauses in the \$106?

This is because the scheme currently has a deficit of -£51m. Even if we uprate the rental growth of the build to rent to a 53% increase to 2025 (instead of the 37% growth the applicant has stated) then the deficit is still there at -£6.5m as estimated by our FVA consultant BPS.

Would the GLA support this given the nearness of the scheme to 35% (being 33%) and that there is no opportunity to increase the no of affordable homes in the off site provision and with this level of deficit that would have to overcome before any additional affordable housing were to be required. The design of the off site scheme at 539 High Road is fixed in terms of the tenure split whilst the 539 High Road scheme may be commenced construction if an early review clause is used for station rd site that would make the schemes unviable given the uncertainty this would give to the lenders.

Look forward to your considered view with your FVA advisor in the next week if possible.

Do you have response to your queries from the applicant yet and if not what are you missing so I can see whether this hasn't been sent to you (if I have it or to chase them)?

Best Regards

Senior Planner

Regeneration, Property & Planning

Chief Executive's Department

London Borough of Redbridge

11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

Tel: 020 8708

Email: redbridge.gov.uk

Web: www.redbridge.gov.uk Twitter: @Redbridge.gov.uk

Facebook: www.facebook.com/redbridgelive Save time, go online: www.redbridge.gov.uk

From: [mailto: london.gov.uk]

Sent: 21 January 2019 17:00

To: redbridge.gov.uk>
Subject: 4559/4559a - Recorder House & Bodgers

Hi

The applicant went to the Deputy Mayor's today (the Mayor couldn't be there today) and so you should get the report soon from my Support colleagues.

For reference and in advance, please find the detailed energy comments, flood risk and transport comments attached. The comments on the FVA and the Council's review are below. These should all be read in tandem with the report itself.

Kind regards

Comments send to DP9 on FVA:

Size of Units

There does not appear to be a document that sets out the averages sizes of units in the scheme – please can you provide?

Viability comments

The Residual Land Value as proposed by DS2 is -£51.6m, resulting in a deficit of £59.3m (the BLV is £7.7m). This raises serious questions over the deliverability of the scheme.

In terms of other comments on the viability position:

- . BPS need to set out what they consider the deficit to be, so this can be considered.
- . Build costs:
 - The amount included in the appraisals should take account of the value engineering identified.
 We note that the Cost Consultant acting on behalf of the Council identified that £122,974,755
 was an acceptable cost for the scheme and that this varies from the amount in the submitted
 Financial Viability Assessment.
 - The build costs seem very high, in particular those relating to the Shell and Core. We note that
 the benchmarking exercise in the submitted cost plan identified that the subject scheme is
 significantly more expensive than the subject scheme further explanation as to why this is the
 case needs to be provided.
 - It looks to be the case that the design of the scheme is having a profound effect on the scheme's viability position. In particular, the viability of the scheme might actually be improved by reducing its height. The applicant should consider this position and provide a view as should the cost consultant acting on behalf of the Council.
 - We have undertaken our own analysis based on information we hold and note the build costs associated with the following schemes:
 - Metro Tower, Ilford (30 storeys): £280 psf
 High Road, Wembley (17 − 19 Storeys) £226 psf
 Skylines, Tower Hamlets (49 Storeys): £316 psf
 Perfume Factory, Ealing (25 Storeys): £278 psf
 - Perfume Factory, Ealing (25 Storeys): £278 psf
 2 Portal Way, Ealing (35 Storeys): £245 psf
- . The extent to which the affordable housing tenure meets GLA affordability criteria needs to be confirmed (i.e. no more than 40% of net housing cost).
- . The profit on commercial accommodation should be reduced to 15% on GDV.
- . A more bullish yield of 3.5%, reflecting the prospect of rental growth in the area, should be applied in terms of the sale of the BTR units.
- In terms of the BLV, a few minor points:
 - Additional capital works to the department store (to, for example, repair the pooling on the roof) should be assumed. This type of work wouldn't be considered to form part of a tenants' fit out.
 - More reasoning should be provided in terms of why the department store comparable for Barking is considered a lower value (location? condition?).
 - In terms of the value of the existing other retail units, it seems that greater void and rent free periods have been assumed on the proposed units. Can this approach be explained further?
- ☐. The Local Authority and the Applicant should be clear on expectations for review mechanisms and the S106 Agreement − I attach our S106 template for Build to Rent schemes. This will need to be adapted to reflect the circumstances of the scheme.

□.	Should the offsite provision is acceptable, robust clauses regarding the delivery of the affordable units in
	advance of the BTR must be provided.

☐. The LPA should publish the FVA, in line with the Mayor's transparency requirements.

From: 21 June 2019 14:36

Sent: To:

Subject: Station Road/Bodgers



Sorry I missed your call and thanks for the update. To be honest, I haven't looked at the revised documents yet and so I'm not sure what our current position is. It's on my list of things to do and I'll let you know once I've had a look.



Principal Strategic Planner
GREATERLONDONAUTHORITY
City Hall, The Queen's Walk, London SE1 2AA
020 7983

www.london.gov.uk

<u>london.gov.uk</u>

From: hotmail.com>

Sent:

To:

Subject: Stop Bodgers Site and Recorder House Site Plans Ilford Redbridge Council Planning Applications

Attachments: petition_signatures_jobs_13066036_20190713163319.pdf

[https://www.change.org/p/london-borough-of-redbridge-save-bodgers-site-ilford]

Dear

Bodgers Site Local Planning Authority Reference: 4557/18.

Recorder House Site Local Planning Authority Reference: 4570/18.

Please could you note our campaign to stop the Bodgers and Recorder House site development

plans as they will greatly affect our borough in many social as well as environmental terms.

Yours sincerely,

Ilford NOISE

Reclaim Redbridge

From: Sent: 19 July 2019 11:04 To: RE: Stop Bodgers Site and Recorder House Site Plans Ilford Redbridge Council Planning Subject: **Applications** Thanks london.gov.uk> From: **Sent:** 19 July 2019 10:59 london.gov.uk> Subject: FW: Stop Bodgers Site and Recorder House Site Plans Ilford Redbridge Council Planning Applications Can you sort please. Thanks **FIPA** Senior PA to Chief Planner, Planning **GREATERLONDON**AUTHORITY City Hall, The Queen's Walk, London SE1 2AA 0207 983 london.gov.uk london.gov.uk From: Juliemma McLoughlin < london.gov.uk> **Sent:** 18 July 2019 17:26 london.gov.uk> To: Subject: Fwd: Stop Bodgers Site and Recorder House Site Plans Ilford Redbridge Council Planning Applications Don't know who's dealing with this so can you find out and forward please? J Get Outlook for iOS

From: < hotmail.com>

Sent: Thursday, July 18, 2019 5:05 pm

To: Juliemma McLoughlin

Subject: Stop Bodgers Site and Recorder House Site Plans Ilford Redbridge Council Planning Applications

Dear Juliemma McLoughlin,

Bodgers Site Local Planning Authority Reference: 4557/18.

Recorder House Site Local Planning Authority Reference: 4570/18.

Please could you note our campaign to stop the Bodgers and Recorder House site development

plans as they will greatly affect our borough in many social as well as environmental terms.

Yours sincerely,

Ilford NOISE

Reclaim Redbridge

From: 24 July 2019 17:45

Subject: RE: 4559a - Recorder House and 1 - 12 Station House (Bodgers Department Store)

Yup on my radar too and will be in the office tomorrow.

It's cases week this week.

Thanks for hanging in there, apologies for the delays.



To:

From: Sent: 24 July 2019 15:27

To: | Iondon.gov.uk>

Subject: RE: 4559a - Recorder House and 1 - 12 Station House (Bodgers Department Store)

Hey, sorry me again!

Are you around tomorrow to have a chat about this? Would be good to get them comments soon as both applications got resolutions to grant from planning committee this week

Sent: 18 July 2019 17:43

To: | london.gov.uk>

Subject: RE: 4559a - Recorder House and 1 - 12 Station House (Bodgers Department Store)

If you're in the office tomorrow let's catch up on this - particularly on the changes they've made.

From: Sent: 18 July 2019 10:21

To: | Iondon.gov.uk>

Subject: RE: 4559a - Recorder House and 1 - 12 Station House (Bodgers Department Store)

Hi

Are you able to let me know whether you've got any comments on the revised viability information on this / whether we've got any further comments?

The scheme comprises two linked sites: Station Road, 42 storey tower containing Build to Rent; and Recorder House, 15 storey building comprising affordable units. Recorder House if the offsite affordable offer for Station Road.

They have slightly amended the proposals since it was first looked at by



Thanks

Sent: 25 June 2019 15:17 london.gov.uk> Subject: RE: 4559a - Recorder House and 1 - 12 Station House (Bodgers Department Store) Hi Everything that we got from the applicant is in this file: S:\Planning Decisions\Cases\Cases\4559\Post stage 1\wetransfer-90afbd I think that the affordable housing note is in there (and also attached here). I don't believe that we received a standalone response from JLL. Thanks From: **Sent:** 25 June 2019 10:37 london.gov.uk> Subject: 4559a - Recorder House and 1 - 12 Station House (Bodgers Department Store) Hey How are you? Did we receive a response from JLL in relation the initial comments sent through? (Page 3 of attached) And where is DS2 note on the affordable housing provision? (Page 2 of attached) If you don't have those things I can pick this up with DS2. Thanks, Senior Strategic Planner, Development Management, Viability **GREATERLONDON**AUTHORITY City Hall, The Queen's Walk, London SE1 2AA 020 7084 london.gov.uk london.gov.uk

From:

From:

Sent:

04 September 2019 12:41

То:

Line Planning

Subject:

RE: Recorder House/ Bodgers redevelopment Ilford, Redbridge; ref planning report GLA/4559 &

4559a/01



This application has not yet been referred at Stage 2.

Kind regards

From: Line Planning <

lineplanning.com>

Sent: 04 September 2019 12:39

To:

london.gov.uk>

Subject: Recorder House/ Bodgers redevelopment Ilford, Redbridge; ref planning report GLA/4559 & 4559a/01

Dear

Recorder House/ Bodgers redevelopment Ilford, Redbridge

We were wondering what the time line is for the GLA response to the determination of the above application as we have not heard back from the GLA team. Perhaps you now have that information and can let us know shortly.

Regards



Director

Line Planning Ltd

E. line

E: <u>lineplanning.com</u> http://www.lineplanning.com

https://twitter.com/LizLinePlanning

70 Cowcross Street

Farringdon

London EC1M 6EJ

From: Alison Flight

Sent: 16 September 2019 14:42

To: James Murray
Cc:

Subject: RE: Bodgers site Ilford

Hi James

is the case officer who should attend the meeting with you

Allison

Allison Flight

Deputy Head of Development Management, Planning

GREATERLONDONAUTHORITY

City Hall, The Queen's Walk, London SE1 2AA

020 7084

www.london.gov.uk/what-we-do/planning

london.gov.uk

From: James Murray london.gov.uk>

Sent: 16 September 2019 14:39

To: Alison Flight < london.gov.uk>

Subject: RE: Bodgers site Ilford

Thanks Alison. A local residents campaign group has been in touch with me and wants to meet. I've met similar residents groups before so I thought I would offer them a 30-min meeting to hear their concerns so we can relay to the Mayor. I'd like to have a planning officer in the meeting with me. Could you let me know who would be best?

James

From: Alison Flight < <u>london.gov.uk</u>>

Sent: 16 September 2019 14:14

To: James Murray < <u>london.gov.uk</u>>

Subject: Bodgers site Ilford

Hi James

Please see attached Stage 1 for these two linked sites which was issued January 2019.

In summary, 1 Station Road is a 40 storey BtR tower and the Recorder House site provides off site AH. Post Stage 1 we have been interrogating the viability and exceptional circumstances for off site AH and

have concluded that the off site offer would be preferable to on site equivalent BtR offer. Redbridge have since resolved to grant planning permission and are working up the s106 with a view to the Stage 2 referral being made late October.

The height of the 40 storey tower is of concern for local residents

Please let me know if you need anything further on this one

Allison

Allison Flight

Deputy Head of Development Management, Planning GREATERLONDONAUTHORITY
City Hall, The Queen's Walk, London SE1 2AA
020 7084

www.london.gov.uk/what-we-do/planning london.gov.uk

[Reports available at https://www.london.gov.uk/what-we-do/planning/planning-applications-and-decisions/planning-application-search/bodgers-department-store]

From:	James Murray
Sent: To:	18 September 2019 10:38
Subject:	Re: Bodgers planning application - Stage 2 referral
Yes sure that	's fine
Thanks	
James	
Get Outlook for	or Android
To: James Mur	london.gov.uk> day, September 18, 2019 10:33:12 AM ray < london.gov.uk> odgers planning application - Stage 2 referral
	available on 27 Sept. I received another call from this morning as she's conscious that this e but is happy to come in for a meeting next Friday – are you happy for to brief a colleague to
Thanks,	
Senior Cover I MAYOR OF LO City Hall, The O 020 7983	
london.gov.uk	london.gov.uk
To:	Indon.gov.uk
Hi	
Unfortunately otherwise I cou	not, Let me know if there's another day that suits, ald try and brief a colleague to attend in my absence
Thanks	
To:	continued by the cont

James has suggested holding a meeting with on 27 Sept?

Thanks,

Senior Cover PA
MAYOR OF LONDON
City Hall, The Queen's Walk, London SE1 2AA
020 7983

london.gov.uk

<u>london.gov.uk</u>

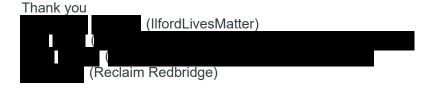


Dear Mr Murray

We are sending this email to you, to voice our grave concerns about planning application, 1-17 Station Road & 16-26 Cranbrook Road, Ilford, IG1 4DP Redbridge (GLA case number 4559a). We hope, at this Stage 2 referral stage, the Council's assent can be overturned by the Mayor.

A petition in this regard has already been submitted to the Mayor by signatories will also be forward to him.

Please see the attached document which sets out clearly our concerns. We would welcome the opportunity to discuss these concerns in person with you, as the Deputy Mayor for Housing, at the earliest opportunity.



Attachments area

From: Alison Flight

Sent: <u>19 September 20</u>19 11:12

To:

Subject: RE: Bodgers site, Ilford - meeting with James Murray

Im happy with this let me know who is your substitute

Thanks

Allison Flight

Deputy Head of Development Management, Planning

GREATERLONDONAUTHORITY

City Hall, The Queen's Walk, London SE1 2AA

020 7084

www.london.gov.uk/what-we-do/planning

london.gov.uk

From: | Iondon.gov.uk>

Sent: 19 September 2019 10:54

To: Alison Flight < london.gov.uk>

Subject: Bodgers site, Ilford - meeting with James Murray

Hi Allison

We discussed this site at the beginning of the week as James was going to meet local residents. This meeting has been scheduled for 27th September and I am on leave. James has said he would like to continue with 27th date if I can brief somebody to attend in my place. If I can find somebody else, I assume that's okay?

Thanks

From: 19 September 2019 11:52 Sent: To: Cc: Alison Flight

Subject:

Favour! Meeting with DM on 27/09

Subject: Bodgers planning application - Stage 2 referral

Hi all

I've got a couple of schemes in Redbridge that are linked - a c. 40 storey BtR tower in Ilford Town Centre and a related entirely affordable residential scheme in Seven Kings (a bit further east of Ilford). The applications have been approved by LBR's planning committee but not yet been referred at Stage 2.

James Murray is having a 30 minute meeting on Fri 27th September (exact time tbc) with local residents, who have lobbied him about the schemes and about the height of the tower, to listen to their concerns and he'd like a planner there.

so am looking for a volunteer to go in my place - it's not too complicated and I will obviously brief whoever goes beforehand (

Any takers please?

Thanks!

From: In September 2019 16:10
To:
Subject: FW: Bodgers planning application - Stage 2 referral
Hi Historia
James has suggested holding a meeting with re the attached – are you available for a 30 minute meeting on 27 Sept?
Thanks, Senior Cover PA
MAYOR OF LONDON
City Hall, The Queen's Walk, London SE1 2AA
020 7983
london.gov.uk
<u>london.gov.uk</u>
From: small.com>
Sent: 09 September 2019 13:12
To: James Murray < li>london.gov.uk >
Cc: < co.uk>; Reclaim Redbridge
gmail.com>

Dear Mr Murray

We are sending this email to you, to voice our grave concerns about planning application, 1-17 Station Road & 16-26 Cranbrook Road, Ilford, IG1 4DP Redbridge (GLA case number 4559a). We hope, at this Stage 2 referral stage, the Council's assent can be overturned by the Mayor.

A petition in this regard has already been submitted to the Mayor by Mr signatories will also be forward to him.

Please see the attached document which sets out clearly our concerns. We would welcome the opportunity to discuss these concerns in person with you, as the Deputy Mayor for Housing, at the earliest opportunity.

Thank you

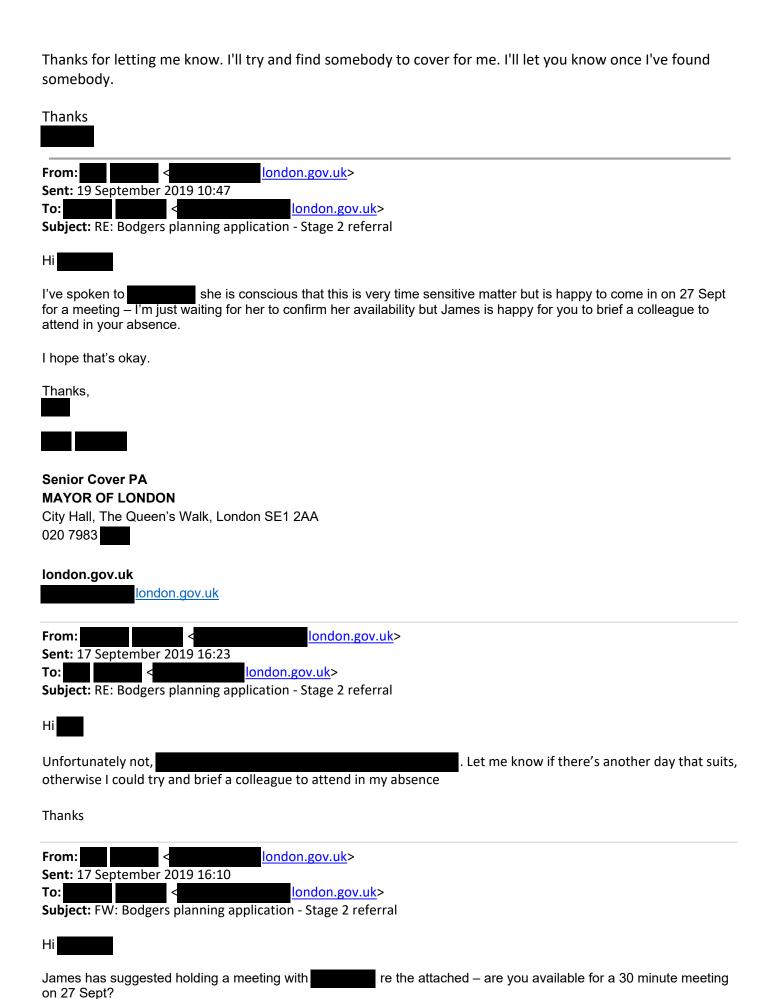
(IlfordLivesMatter)

(Reclaim Redbridge)

Attachments area

From: <u>23 Septembe</u>r 2019 12:55 Sent: To: Cc: Subject: RE: Bodgers planning application - Stage 2 referral Thanks for letting me know. copied, can attend in my absence until 12:15 so please include her in the diary invite. Thanks london.gov.uk> From: Sent: 23 September 2019 11:36 london.gov.uk> To: Subject: RE: Bodgers planning application - Stage 2 referral has requested for the meeting to be at 11:45 – should only be around 30 Was just about to email you minutes. Thanks, **Senior Cover PA MAYOR OF LONDON** City Hall, The Queen's Walk, London SE1 2AA 020 7983 london.gov.uk london.gov.uk london.gov.uk> From: Sent: 23 September 2019 11:34 london.gov.uk> Subject: RE: Bodgers planning application - Stage 2 referral Any update on the timing of this meeting? I have a couple of colleagues that may be able to attend by time dependent Thanks! london.gov.uk> From: **Sent:** 19 September 2019 11:25

To:
Hi
No worries – I'm just waiting for to confirm her availability and I will let you know asap.
Thanks,
Senior Cover PA MAYOR OF LONDON City Hall, The Queen's Walk, London SE1 2AA 020 7983
london.gov.uk london.gov.uk
From: September 2019 11:23 To: Subject: Re: Bodgers planning application - Stage 2 referral
sorry, should have asked in my other email - what time is it scheduled for so I can check colleagues' availability?
Thanks
From: September 2019 10:51 To: Subject: RE: Bodgers planning application - Stage 2 referral
Thanks
Senior Cover PA MAYOR OF LONDON City Hall, The Queen's Walk, London SE1 2AA 020 7983
london.gov.uk london.gov.uk
From: Sent: 19 September 2019 10:50 To: Subject: Re: Bodgers planning application - Stage 2 referral
Hi Hi



Thanks,

Senior Cover PA MAYOR OF LONDON

City Hall, The Queen's Walk, London SE1 2AA 020 7983

london.gov.uk

london.gov.uk

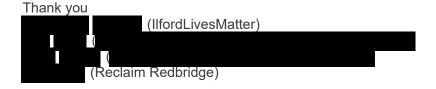


Dear Mr Murray

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A petition in this regard has already been submitted to the Mayor by Mr and further signatories will also be forward to him.

Please see the attached document which sets out clearly our concerns. We would welcome the opportunity to discuss these concerns in person with you, as the Deputy Mayor for Housing, at the earliest opportunity.



Attachments area

From:

Sent:

25 September 2019 15:37

To:

Subject:

Attachments:

RE: Bodgers chat Letter to JM.docx

Recorder / Bodgers

Two linked schemes. One Station Road is a c. 40 storey tower in Ilford, which is all Built to Rent, and Recorder House is a 16 storey residential block, which is slightly further east, in Seven Kings. Recorder House would be the affordable contribution of the two schemes. One Station Road would be all market BtR. On balance, consider the provision of regular 33% AH (49% LAR and 51% shared ownership) is better than the equivalent DMR product

Stage 1 – 21 Jan 2019

Key issues:

- AH Was 32% at stage 1. Whether off-site was justified as SPG asks for 'exceptional circumstances' now consider that it does meet this
- Design One station Road too bulky. Recorder House has resi quality comments (number of single aspect units)
- **Energy** CHP not supported in either scheme

Post stage 1

Key issues:

- AH Offer is now 33% (due to slight reduction in number of units in One Station Road). Consider offsite accepted in this circumstances
- **Design** One Station Road has been reduced in height by 5 storeys on the shoulder and an additional shoulder has been added to the building. It reduces the perception of it's bulk but my last email to the applicant was that it still appears to be bulky

Tomorrow's meeting is with local residents. We have had a few representations through on this (inc. from the planning consultant from the site next door to Recorder House who thinks the design prejudices their development). The letter sent to James is attached. I have added some comments.



Principal Strategic Planner

GREATERLONDONAUTHORITY

City Hall, The Queen's Walk, London SE1 2AA

020 7983

www.london.gov.uk

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----Original Appointment----

From:

Sent: 24 September 2019 22:16

To:

Subject: Bodgers chat

When: 25 September 2019 16:00-16:30 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

Where:

Chat about the scheme in Ilford in advance of your meeting with JM (thanks!)

We call on the Mayor of London, Sadiq Khan to reject the application for a 42 storey tower on the site of the former Bodgers department store in Ilford town centre.

A high rise block of this size would be taller than the United Nations building, only 5 floors shorter than the Nat. West. Tower and would be the tallest building in Outer London. Such an enormous structure would dominate the town centre to the detriment of its inhabitants and would not be appropriate in the focal point of Redbridge. Not only would it be too tall, but major concerns over safety, light deprivation for neighbours and housing affordability are at stake.

The higher building and maintenance costs involved will be reflected in higher property prices. The flats in the main tower would be rented, such build to rents schemes have been found to be 11% more expensive for tenants and requiring a substantial income to even qualify as a tenant.

This plan has a density of 1,480 per hectare, compared to a London Plan guidance level of up to 405, thus 3 times the guidance level. The London Plan states that if the design is exceptional and the circumstances conducive, the density can be as higher. However, in this scheme, the design is extremely poor and there are huge drawbacks to the scheme from: safety concerns; poor living conditions; issues of light; noise; pollution; overshadowing; wind-tunneling. There are no mitigating circumstances that warrant any increase in density whatsoever.

In their submission to the application, Network Rail identified major safety issues around the construction of a large tower next to a rail line including the effect of demolition of existing structures and increased load on the bridge, as well as on the future running and maintenance of the service.

In addition, providing affordable housing on a different site is completely contrary to GLA policy and is a means to increase profits on the main Station road site since the proximity of 'affordable' housing reduces property values. Far from benefiting Redbridge residents on the waiting list for housing, the effects of allowing this development would adversely affect those needing homes. As its viability statement

Commented: We didn't raise this as obv dLP takes a less prescriptive view

admits 'tower schemes are significantly more expensive than buildings of lesser height.'

As already mentioned, there is no affordable housing on the Bodgers site and even with the affordable housing at the Recorder house site, the 35% target of the Redbridge Local Plan (RLP) and the draft London Strategy is not reached – it is only 27% by unit. The split of tenure of this 27%, as stated in policy LP3 of the RLP and policy 3.11 of the London Plan should be 60% social/affordable rent and 40% intermediate. However it is a 48% social/affordable rent: 52% intermediate split in this combined development. Only 24 units out of over 500 are family affordable rent units, which is what we really need in this area.

An architect, working on a scheme adjacent to the Ilford Recorder site, condemned the plans at the planning meeting. He pointed out that some of the units would exist as 'concealed boxes without direct sunlight'. This shows the poor quality of housing that would be produced on the 'affordable' site.

According to the IPPR think tank the value of land has increased by 412 % since 1997 and most of the value, 70% by some estimates, of the cost of of homes in London is taken by land. High rise, high density housing increases land values, giving landowners more profit but raising property prices and rents for others. To put profits for property developers before the safety; quality of life; and housing needs of the people of one of the poorest parts of London should never have been permitted, and we believe it is imperative that the decision in their favour should be overturned by the GLA.



Commented

: 33% by hab room

From:

Sent: 10 October 2019 15:02

То:

Subject: Bodgers site Station Rd Ilford and Recorder House ref 4557/18 and 4570/18

Hi

We will be issuing Stage 2 to you in the next few weeks. On the energy issue you are raising we are in agreement with the agent that the energy changes can be accommodated within the proposed condition as changes to the scheme later. Hope this is acceptable to you.

redbridge.gov.uk>

Hope this assists.

Best Regards

Senior Planner

Regeneration, Property & Planning

Chief Executive's Department

London Borough of Redbridge

11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

Tel: 020 8708

Email: redbridge.gov.uk

Web: www.redbridge.gov.uk

Twitter: @RedbridgeLive

Facebook: www.facebook.com/redbridgelive
Save time, go online: www.redbridge.gov.uk

From: Sent:

04 December 2019 18:09

To:

Subject:

RE: Meeting with Ilford Residents/James Murray re. Bodgers planning application, 27 September

2019

Attachments:

Mayor of London Order 2008.pdf

[http://www.legislation.gov.uk/uksi/2008/580/pdfs/uksi_20080580_en.pdf]



We have not yet received the Stage 2 referral for this scheme. There is no time limit for the Council to send us a Stage 2 referral following a resolution. We do ask for the S106 legal agreement to be substantially drafted before the application is referred back to us, and often the drafting of this agreement can take some time.

Once we do receive the referral, the Mayor has 14 days to issue his final decision. These time limits are set out in the Town and Country Planning (Mayor of London) Order 2008 which I attach for your reference.

Kind regards,



Team Leader, Development Management

GREATERLONDONAUTHORITY

City Hall, The Queen's Walk, London SE1 2AA

020 7983

www.london.gov.uk/what-we-do/planning

london.gov.uk

From:

Sent: 04 December 2019 12:02

london.gov.uk>

Subject: Re: Meeting with Ilford Residents/James Murray re. Bodgers planning application, 27 September 2019

gmail.com>

Dear

It has been over two months since our meeting at City Hall with James Murray regarding the Bodgers application in Ilford and nearly five months since Redbridge Council passed it at the planning meeting. We would like to know if the Council have sent the application to you for the Stage 2 referral? If not, is there any time limit they have to adhere to? If it has been sent to you, is there a time limit for the Mayor to take a decision? Also, where can this information regarding time constraints be accessed.

Thank you

On Wed, Oct 2, 2019 at 5:22 PM



london.gov.uk> wrote:

Dear

Thank you for attending the meeting on Friday, regarding the planning applications at Bodgers/Recorder House, Ilford. Please see the notes from the meeting below. Meeting to discuss Bodgers/Recorder House applications, Friday 27 September at 11.45am Attendees: Ilford Residents (IR) <u>GLA</u> James Murray (JM) - Deputy Mayor for Housing Team Leader, Development Management **Discussion points**

JM: Welcomed the attendees and set out the context of the Mayor's involvement in the planning process. Borough

Councils make the majority of planning decisions in London. The Mayor has planning powers to intervene in planning applications that are referable to him under the Mayor of London Order (e.g. those proposing buildings

decision on the planning application and must then refer the application to the Mayor before a final decision can be issued. The Mayor has the power at that stage to either let the borough's decision stand, or direct the borough to refuse the application, or he can decide to "call in" the application and determine it himself. The Mayor uses his planning powers sparingly, however, and only intervenes in a handful of cases every year.

JM: Noted that we have received the residents' letter on the Bodgers/Recorder House application, and invited residents to explain their key concerns, so that we can ensure the Mayor is briefed on this before he makes a final decision on these applications.

IR: Key concerns with the Bodgers application were outlined. These include:

- The affordable housing proposed is off-site, contrary to the GLA's preferred approach
- The density of the proposal exceeds relevant guidance with no good justification
- The 42 storey tower is out of context with its surroundings
- The proposal would provide poor residential quality, and would be affected by noise, pollution and poor air quality
- The tower would provide entirely market, build-to-rent housing, with rents that would be unaffordable to local people
- The quality of the affordable housing on the Recorder House site appears to be poor
- Taken together, the two applications would not meet Redbridge's affordable housing of 33% by unit, or the GLA's target of 35% by habitable room

IR: Wider concerns with the nature of recent and ongoing development in Ilford were also expressed:

- New tall buildings do not serve the local population in terms of community cohesion, and do not provide the affordable housing that the borough needs
- There is a lack of family-sized affordable housing in the borough which is not being addressed by new developments
- There are problems with crime and gangs, particularly in the town centre, which new developments exacerbate
- Existing infrastructure cannot cope with scale of new development
- Concern that some of the recent tall buildings are investment opportunities for overseas investors, are not occupied by local people and therefore do not contribute to Council tax base or investment in local area.

IR: Concern expressed that the London Plan's ambitious housing targets, especially for outer London boroughs, cannot be accommodated sustainably and will have a divisive effect on local communities, exacerbating inequalities. Other areas should be looked at for accommodating additional housing, such as Green Belt.

JM: The process of reviewing Green Belt must be undertaken by boroughs in the first instance.

IR: Asked for confirmation that the GLA opposes off-site affordable housing.

JM/ Confirmed that the GLA will seek on-site affordable housing in each application site, unless it can be robustly demonstrated that an alternative approach is preferable in a particular case.
IR: Asked for the Fact Check report and the Inspector Panel's report on the draft London Plan to be published.
JM/ : Explained that the team needs to prepare responses to the Panel's comments before publishing the report, but we will request that the report is published as soon as possible.
JM/ : Asked for any further comments on the current planning applications and reiterated that the Council officers' analysis and the Council's resolution will be important considerations when the application is referred back to the Mayor.
IR: Further concerns regarding height and design, servicing and deliveries, wind, sunlight and microclimate were outlined. Residents said that any other specific concerns with the analysis in the Council's committee report will be forwarded to KW separately.
JM: Thanked the residents for coming and confirmed that their comments and concerns will be represented to the Mayor before he makes a decision on the application.
Kind regards,
Team Leader, Development Management
GREATER LONDON AUTHORITY
City Hall, The Queen's Walk, London SE1 2AA

020 7983

From:

Sent: 11 December 2019 10:18

To:

Subject: RE: 4557/18 Bodgers scheme 1-17 Station Road, Ilford

Hi

Thanks for the email.

Unfortunately there are no Mayor's meetings until the 13th January due to the xmas / new year period – In this regard, please can you hold of referral until 31st December (at earliest) to tie in with this meeting.

I will confirm on the wording below asap

Kind regards

From: < redbridge.gov.uk>

Sent: 11 December 2019 09:45

To: Subject: 4557/18 Bodgers scheme 1-17 Station Road, Ilford



We are about to refer the S106 for this case and stage 2 referral.

In advance can you confirm whether this amendment to the condition, resolved to be approved by the Redbridge Planning Committee, in red will deal with the issue you had raised about the energy use in the scheme?

25. <u>Energy</u>: Prior to first occupation/use (except for para (h) below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority.

The strategy shall demonstrate how the development will achieve at least a 35% improvement on Part L of the Building Regulations (building emission rate compared to target emission rate). The energy strategy shall include details of:

- (a) baseline energy demand and carbon emissions (regulated and unregulated)
- (b) proposed energy efficiency measures
- (c) any proposed low carbon or decentralised energy (including location, energy source, output, connection arrangements), either on-site and off-site
- (d) the feasibility for appropriate renewable energy sources, having regard to the site and location, nature of development proposal, and carbon reductions already achieved through the energy hierarchy
- (e) Calculation of the remaining energy demand and carbon dioxide emissions (regulated and unregulated)
- (f) plans detailing the location of the proposed technologies including any associated machinery and

equipment

- (g) any associated air quality or noise management reports (including mitigation measures)
- (h) The applicant shall submit evidence to the Council outlining the feasibility of incorporating air source heat pumps (at both the roof level and lower level) as part of a hybrid energy solution for approval. Such measures that are demonstrated to be feasible and appropriate will be implemented in accordance with the details approved.

The strategy shall also demonstrate that the development will achieve compliance with Building Regulations.

The development shall thereafter not proceed other than in accordance with all the measures as recommended in the approved strategy and/or subsequent measures agreed with the Council in the discharge of this condition, which shall be permanently retained and utilised as the main power sources for the development. The measures shall include the installation of a meter to monitor the energy output from the approved systems.

The 'as built' stage Building Regulations Output Document from approved software shall be submitted to the Local Planning Authority within one month of occupation of the development, confirming that the development has achieved a minimum 34% improvement in carbon emissions on Part L of the Building Regulations.

Reason: In order to ensure the optimum energy and resource efficiency measures, low-carbon and decentralised energy, and on-site renewable energy generation and to comply with Policies 5.2, 5.5, 5.6 and 5.7 of the London Plan, Policies LP19, LP19 & LP32 of the Local Plan.

Senior Planner
Chief Executive's Department
London Borough of Redbridge
11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

Tel: 020 8708

Email: redbridge.gov.uk

Web: www.redbridge.gov.uk Twitter: @Redbridge.gov.uk

Facebook: www.facebook.com/redbridgelive Save time, go online: www.redbridge.gov.uk From: Planning Consultations <planning.consultations@redbridge.gov.uk>

Sent: 02 March 2020 11:02 To: Planning Support

Subject: Stage 2 referral Development Site At 1 To 15 And 17 Station Road And 16 To 26, Cranbrook

Road, Ilford

Stage 2 referral Development Site At 1 To 15 And 17 Station Road And 16 To 26, Cranbrook Road, Ilford

Demolition of the existing building at Station Road and redevelopment to provide a part 4, 27, 32 and 42 storey block with basement comprising 370 residential units and ancillary facilities retail (Class A1-A3), office (Class B1) and all other incidental works. Recladding of Cranbrook Road properties. Improvements to Bodgers Arcade (Summary)

LBR ref 4557/18

Dear Sir/Madam,

This email will be accompanied by a Wetransfer file sent at the same time containing the Approved Plans (Amended).

Please advise if you have all you require to understand the proposal and if not what you require in the next 7 days.

Kind Regards

Technical Officer

Regeneration and Culture London Borough of Redbridge

11th Floor Front, Lynton House, 255-259 High Road, Ilford, IG1 1NY

Tel: 020 8708

Email: redbridge.gov.uk

Web: www.redbridge.gov.uk
Twitter: @RedbridgeLive

Facebook: www.facebook.com/redbridgelive Save time, go online: www.redbridge.gov.uk **From:** sharpepritchard.co.uk>

Sent: <u>09 March 2020 15</u>:05

To: Cc:

Subject: FW: 4557/18 and 4570/18 Bodgers and Recorder House Recorder Site Planning Agreement

(104049.34)

Attachments: Station Rd SP 9_3_20 Final draft.DOCX; Recorder House SP final draft 9_3_20.DOC

Dear

Our client (L.B. Redbridge - has asked that I forward the latest version of the s106 deeds for both these sites.

Kind regards

| Senior Associate
For Sharpe Pritchard LLP

sharpepritchard.co.uk www.sharpepritchard.co.uk

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From: [mailto: london.gov.uk]

Sent: 09 March 2020 12:06

To: < redbridge.gov.uk>

Subject: RE: 4557/18 and 4570/18 Bodgers and Recorder House

Hi

I have found the committee reports but please could you send the latest version of the s106

Thanks

From: 200 Marsh 3030 11:4

Sent: 09 March 2020 11:46

To: < redbridge.gov.uk>

Subject: RE: 4557/18 and 4570/18 Bodgers and Recorder House

Hi

Thanks for this. The files all have titles that are a list of letters and numbers and there are a lot of plans. For ease, please could you also send me a copy of the committee report for each and the final version of the s106 as I can't seem to see these at the moment

Thanks

From: < redbridge.gov.uk>

Sent: 03 March 2020 14:07

To: ____ < ___ <u>london.gov.uk</u>>
Cc: Planning Support <planningsupport@london.gov.uk>

Subject: FW: 4557/18 and 4570/18 Bodgers and Recorder House



I attach the two referrals as you were expecting and hope this meets well with you for the Stage 2 meeting on 16 March (after you come back from leave on 9 March).

Principal Planner

Regeneration & Culture London Borough of Redbridge

11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

Tel: 020 8708

Email: redbridge.gov.uk

Web: www.redbridge.gov.uk
Twitter: @RedbridgeLive

Facebook: www.facebook.com/redbridgelive
Save time, go online: www.redbridge.gov.uk

From:

Sent: 02 March 2020 12:17

To: < redbridge.gov.uk>

Subject: RE: 4557/18 and 4570/18 Bodgers and Recorder House

See attached

Thank you

From:

Sent: 02 March 2020 12:15

To: Subject: RE: 4557/18 and 4570/18 Bodgers and Recorder House
Thanks. Can you send me the email sent please?

Regeneration & Culture
London Borough of Redbridge
11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

Tel: 020 8708

Email: <u>redbridge.gov.uk</u>

Web: www.redbridge.gov.uk
Twitter: @Redbridge.gov.uk

Facebook: www.facebook.com/redbridgelive Save time, go online: www.redbridge.gov.uk

From:

Sent: 02 March 2020 11:07

To: | < | redbridge.gov.uk> | Cc: | < | redbridge.gov.uk>; | < | redbridge.gov.uk> | |

Subject: RE: 4557/18 and 4570/18 Bodgers and Recorder House

Hi

This has now been done for both apps.

Thanks

Sent: 25 February 2020 16:05

To:

Subject: RE: 4557/18 and 4570/18 Bodgers and Recorder House

I had copied the reports and the addendum changes into the APAS reports screens

Senior Planner
Chief Executive's Department
London Borough of Redbridge
11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

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Email: redbridge.gov.uk

Web: www.redbridge.gov.uk

Twitter: @RedbridgeLive

Facebook: www.facebook.com/redbridgelive
Save time, go online: www.redbridge.gov.uk

From:

Sent: 25 February 2020 11:51

To: < redbridge.gov.uk>
Cc: < redbridge.gov.uk>;

redbridge.gov.uk>

Subject: FW: 4557/18 and 4570/18 Bodgers and Recorder House

Importance: High

Hi

I cannot find the Committee Reports (and addendums if any) on i@w for these two?.

Please can you send me these as soon as possible, without which I cannot do the Stage 2 referrals.

Thanks

From:

Sent: 21 February 2020 10:46

To: Cc:

Subject: FW: 4557/18 and 4570/18 Bodgers and Recorder House

Hi

Can you please do this referral to GLA.

As we can discuss when you come in next.

Regards

Plannina Rusi

Planning Business Manager – Technical Support

Planning and Building Control Chief Executive's Department London Borough of Redbridge Lynton House, 11th Floor Front, 255-259 High Road, Ilford IG1 1NY.

Tel: 020 8708

Email: redbridge.gov.uk

Web: www.redbridge.gov.uk Twitter: @RedbridgeLive

Facebook: www.facebook.com/redbridgelive

From:

Sent: 21 February 2020 10:01

To: redbridge.gov.uk>

Cc: < redbridge.gov.uk>

Subject: FW: 4557/18 and 4570/18 Bodgers and Recorder House

Hi

Please can you assign this to one of the TOs – I can assist them if they get stuck.

- were any amended plans received for this application?

Thanks,



From: 21 February 2020

Sent: 21 February 2020 09:13

Subject: 4557/18 and 4570/18 Bodgers and Recorder House

Hi

We are required to send the GLA stage 2 referral on Tues 3 March on the above cases (for the 16 March Mayors meeting the case officer is gearing it up to). Let me know what you need to set this up in advance.

Senior Planner
Chief Executive's Department
London Borough of Redbridge
11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

Tel: 020 8708

Email: <u>redbridge.gov.uk</u>

Web: www.redbridge.gov.uk
Twitter: @Redbridge.gov.uk

Facebook: www.facebook.com/redbridgelive Save time, go online: www.redbridge.gov.uk From:

10 March 2020 13:28 Sent:

To: Subject:

RE: 4557/18 and 4570/18 Bodgers and Recorder House

Further to your query on this, the recent High Court judgment on Gladman Estates provides the further clarity on the application of the titled balance and the relevance of plan policies.

There are some articles on this on Planning Resource:

https://www.planningresource.co.uk/article/1676378/high-courts-gladman-housing-judgment-clarifies-planpolicies-trump-nppfs-tilted-balance?bulletin=planning-

daily&utm_medium=EMAIL&utm_campaign=eNews%20Bulletin&utm_source=20200310&utm_content=Planning%2 OResource%20Daily%20(79)::www_planningresource_co_u_10&email_hash=

Kind regards,

From:

Sent: 04 March 2020 18:39

redbridge.gov.uk>; london.gov.uk>

Subject: RE: 4557/18 and 4570/18 Bodgers and Recorder House

Thanks for your query. I have discussed with London Plan colleagues who have advised that Para 11D of the NPPF applies to the Development Plan rather than just the local plan so includes London Plan policies.

However it is important to understand the policies that do (or do not) fall within this and the way that Para 11D may be applied.

I have attached the appeal decision for Surrey House in Kingston which broadly applies more general policy considerations including area-based SPD despite the tilted balance (see paras 16, 17, 19, 21, 25, 75, 83). Paragraph 94 onwards address the planning balance.

Kind regards,

redbridge.gov.uk> From:

Sent: 03 March 2020 14:09

london.gov.uk>; london.gov.uk> To:

Subject: FW: 4557/18 and 4570/18 Bodgers and Recorder House

For this Stage 2 referral I would emphasise that Redbridge will be highly likely to fail the Housing Delivery Test and 5 year housing delivery supply in November 2020; so that this permission will be even more important to help limit the implications of a tilted balance approach to be taken from that date.

Can you outline whether you consider whether if this happens whether Redbridge (once its Local Plan policies are relegated by such a housing delivery failure) that we can still rely on the London Plan for any schemes that are refused, or does the above failure affect application of the London Plan policies as well?

Principal Planner
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Facebook: www.facebook.com/redbridgelive Save time, go online: www.redbridge.gov.uk

From:

Sent: 03 March 2020 14:07

To: < <u>london.gov.uk</u>>

Cc: | london.gov.uk' < | london.gov.uk>
Subject: FW: 4557/18 and 4570/18 Bodgers and Recorder House

Hi

I attach the two referrals as you were expecting and hope this meets well with you for the Stage 2 meeting on 16 March (after you come back from leave on 9 March).

Principal Planner

Regeneration & Culture London Borough of Redbridge

11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

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[Email chain duplicated above]

From: < dp9.co.uk>

Sent: 16 March 2020 17:48 **To:**

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Attachments: Station Road 16.3.20 v2.DOCX

The updated draft S106 has just come in. See attached.

The client is chasing me on the Mayor meeting, so if you could send me a quick email or call that would be much appreciated.

Best,





DP9 Ltd

100 Pall Mall

London

SW1Y 5NQ

telephone: 020 7004 1700 facsimile: 020 7004 1790 website: www.dp9.co.uk

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From:

Sent: 16 March 2020 17:43

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

We will get this to you by COP.

How did the Mayor meeting go. Are you free for 2 mins?

Best,



Associate Director direct: 020 7004 mobile:

e-mail: dp9.co.uk

DP9 Ltd

100 Pall Mall

London SW1Y 5NQ

telephone: 020 7004 1700 facsimile: 020 7004 1790 website: www.dp9.co.uk

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Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Any update on the revisions?

Thanks

From: < <u>dp9.co.uk</u>>

Sent: 16 March 2020 09:37

To: | london.gov.uk >

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Yes- they are on it currently. I will check timescales, but the below should just be minor changes. Have you already communicated the tweaks to Redbridge, or shall we do this?

Best,

Associate Director direct: 020 7004

mobile: e-mail: dp9.co.uk

DP9 Ltd

100 Pall Mall London SW1Y 5NQ

telephone: 020 7004 1700 facsimile: 020 7004 1790 website: www.dp9.co.uk

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From: < london.gov.uk>

Sent: 16 March 2020 09:34

To: < dp9.co.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Thanks — please can you have your solicitors amend the s106 and issue today?

Yes, the report is still on the agenda for today.

Many thanks

From: < dp9.co.uk>

Sent: 16 March 2020 09:27

To: | london.gov.uk >

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)



Thanks for the response.

On the basis that the rest of the S106 is now agreed and this is the final outstanding point, then we can reluctantly agree to the profit at 13.75% on a without prejudice basis.

I trust this confirmation means that we can get to the Mayor's meeting today? Any further queries then let me know and I would be grateful if you can get back to me after the meeting.

Finally, I assume you have all you need on the benefits of this proposed affordable housing approach (i.e. 2 linked sites). This is set out in detail within the Planning Statement- allows social rent, allows family homes, allows early delivery of AH by RP, 0% is technically viable etc etc.





Associate Director direct: 020 7004 mobile:

e-mail: dp9.co.uk

DP9 Ltd

100 Pall Mall

London SW1Y 5NQ

telephone: 020 7004 1700 facsimile: 020 7004 1790 website: www.dp9.co.uk

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From: < london.gov.uk>

Sent: 16 March 2020 08:26

To: dp9.co.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)



Comments are below – I think that, in this instance, given the overall products offered we can accept the LHA levels. For the profit, however, we continue to disagree and this is the only point remaining.

Thanks



Station Road

This s106 is in respect of a BtR scheme of 370 units which are all at market rents

⊔.	provides the off site affordable housing for Station Road. Occupation of this scheme is conditional on the completion of the off site affordable units.
□.	The clawback provisions include a baseline value £507.64 psf – this is based on a figure of £128,924,400 but this needs to be amended as firstly the gross figure in the appraisal is lower £128,892,400 and secondly this needs to the net figure after the deduction of purchasers costs. On review, it is the net sum that will used in the assessment of GDV as this is money that the Owner will actually receive. The figure should therefore be £473 psf. This can be agreed. However, the Application Stage GDV figure that informs the review mechanism also needs to be adjusted as that is the figure before purchasers costs are deducted. Noted – the s106 needs to be updated
□.	The justification provided for the cap on the Clawback is noted. In these circumstances where the affordable housing includes low cost rent (London Affordable Rent) this can be accepted but can the calculation behind this figure please be provided. The figure has been derived as the difference in RLV between the application scheme and a policy compliant scheme, which is an established approach. The figure has been agreed with the Council in light of the requirements of LP3. Noted
□.	In terms of the cap on the affordable housing contribution this should be assessed at the point of review based on the local plan target policy requirement and tenure split rather than a figure specified in the s106. The planning application has been assessed on the adopted Local Plan in accordance with the TCPA. The current cap, as agreed with the Council and their independent viability advisor, is based upon the local plan target policy and tenure split (adopted Policy LP3)
	The Application Stage figures for GDV and Build Costs differ based on whether the Owner constructs the affordable housing on the Recorder House site or sells the site to a RP who then develops the site. If the latter applies, only the Station Road scheme is taken into account in the reviews. As the two sites are linked it would be better to just use the higher figure that includes both sites especially as the definition of both GDV and Build Costs does include both sites. If the developer does dispose of the land to an RP, they won't be in control of the site, so won't have access to the actual values/ actual costs required to properly carry out the review. In this scenario the GDV for the Recorder site will be the receipt that the developer receives for the land, but there will be no cost. If the review is just to apply to Station Road these definitions needs to be amended accordingly. Agreed. We can insert wording to make this clearer if needed, i.e. under a land disposal to an RP the costs of Recorder House are excluded (but the land receipt is still included). I presume it would be for the Council to choose their preferred option but this is not clear from the drafting. It would be the developer that determines which option through the disposal (or not) of the Recorder House site to an RP, either option secures the delivery of the affordable homes prior to full occupation of Station Road. Noted
	Developer profit – we would support the borough's view that this should be based on a blended rate based on 13.75% on GDV in respect of the BtR which accounts for the height of the proposed building and the nature of the delivery. The standard assumption for most schemes would be 12.5%. This is incorrect, DS2 are working on a number of BTR schemes were the GLA has accepted 15%. Indeed, as per our previous email – there are specific circumstances that require a higher profit, i.e. a tower building within an existing low value area and single long construction period (and thereby more exposed to market changes and therefore risk), which must be recognised in this instance. The GLAs view is that 12.5% GDV should be the standard allowance for BtR but in this case are prepared to agree 13.75% to allow for the taller building. This is in line with the borough's view. The allowance should be 6% on the affordable housing on the Recorder House site.
□.	Viability assessment definition refers to a number of emails . It is not clear why these are relevant and any points required for the operation of the s106 should be included in that document for clarity. This was suggested wording from the Council, but we can agree to amend in light of these comments. The S106 can instead directly refer to the final agreed appraisals that have been issued. Noted

The review allows for a substantial deficit of £77.9m in respect of both sites and £60.6m in respect of the Station Road site. These figures are presumably based on agreed BLV's and this may be explained in these emails but can they please be provided. Please refer to the appraisals already provided re the RLVs, and the DS2 viability report provided as part of the application re the BLVs. Noted

Recorder House

This s106 is in respect of standard residential scheme of 134 units which is 100% affordable housing comprising 53% affordable rent (64 units) and 47% shared ownership. (70 units)

I agree with your comments that the main issue is that the affordability of the rented units is not adequately secured and LAR would be preferred. Policy LP3 allows for 'social/affordable rent housing' and the Council has accepted the provision of Affordable Rent. It should be noted that the conclusion of the Council's independent assessor is that neither Recorder House or Station Road can viably support any affordable housing whatsoever.

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

The remaining S106 points are now quite minimal, so I really don't want this to delay going to the Mayor. We have been waiting quite some time since committee!

Hopefully your viability consultant is now in agreement anyway, but if there are a couple of minor S106 points outstanding- such as profit assumption for review clause- then can we agree to go ahead on Monday. We can continue to discuss S106 terminology before its signed.

Associate Director
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To: < <u>dp9.co.uk</u>>

Subject: Re: 4559a One Station Road House Post stage 1 energy comments (set 7)

Hi

Sorry, not at my desk today. We were testing the remote system.

I haven't heard back from my viability colleagues but I think people were a bit tied uo today. I'll be in early on Monday and will come back to you when I can.

On the appraisal, I do appreciate we only asked for it on last week but we would have expected an revised appraisal to have been sent to us, as it was with the council, as part of the viability negotiations.

Thanks for CGIs

Have a good weekend



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From: < dp9.co.uk>

Sent: Friday, March 13, 2020 5:18:41 PM

To: | london.gov.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Just tried to call. I am free now if helpful?

I have just sent the CGI Pack- but this is for Station Road. The Recorder House one's are in the DAS though.

Hopefully the response below assist on the S106, but if there are minor wording points, then we can continue to refine this with the Council before its signed.

Any queries then let me know.

Best,

Associate Director direct: 020 7004

mobile: e-mail: dp9.co.uk

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From:

Sent: 13 March 2020 15:42

To: | london.gov.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Ok. I think we only received the request for the appraisal on Tuesday though.

Do we need a call this PM to resolve any outstanding matters? I can get DS2 on the line if needed.

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From: < london.gov.uk>

Sent: 13 March 2020 13:24

To: < dp9.co.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Hi

We only received the final appraisal last week and so we have only been able to review them now. I will forward over to our viability team

From: < dp9.co.uk>

Sent: 13 March 2020 13:15

To: | london.gov.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Hi

Its very late in the process to reopen these S106 points. I have quickly discussed with DS2 and please see responses below. Happy to discuss with you.

If there are any pertinent responses from your viability colleague, then can I suggest we have a con-call asap this afternoon?

Best,

Station Road

- □. This s106 is in respect of a BtR scheme of 370 units which are all at market rents
- Effectively includes the Recorder House scheme as a 'component' of this development. That scheme provides the off site affordable housing for Station Road. Occupation of this scheme is conditional on the completion of the off site affordable units.
- □. The clawback provisions include a baseline value £507.64 psf this is based on a figure of £128,924,400 but this needs to be amended as firstly the gross figure in the appraisal is lower £128,892,400 and secondly this needs to the net figure after the deduction of purchasers costs. On review, it is the net sum that will used in the assessment of GDV as this is money that the Owner will actually receive. The figure should therefore be £473 psf. This can be agreed. However, the Application Stage GDV figure that informs the review mechanism also needs to be adjusted as that is the figure before purchasers costs are deducted.
- The justification provided for the cap on the Clawback is noted. In these circumstances where the affordable housing includes low cost rent (London Affordable Rent) this can be accepted but can the calculation behind this figure please be provided. The figure has been derived as the difference in RLV between the

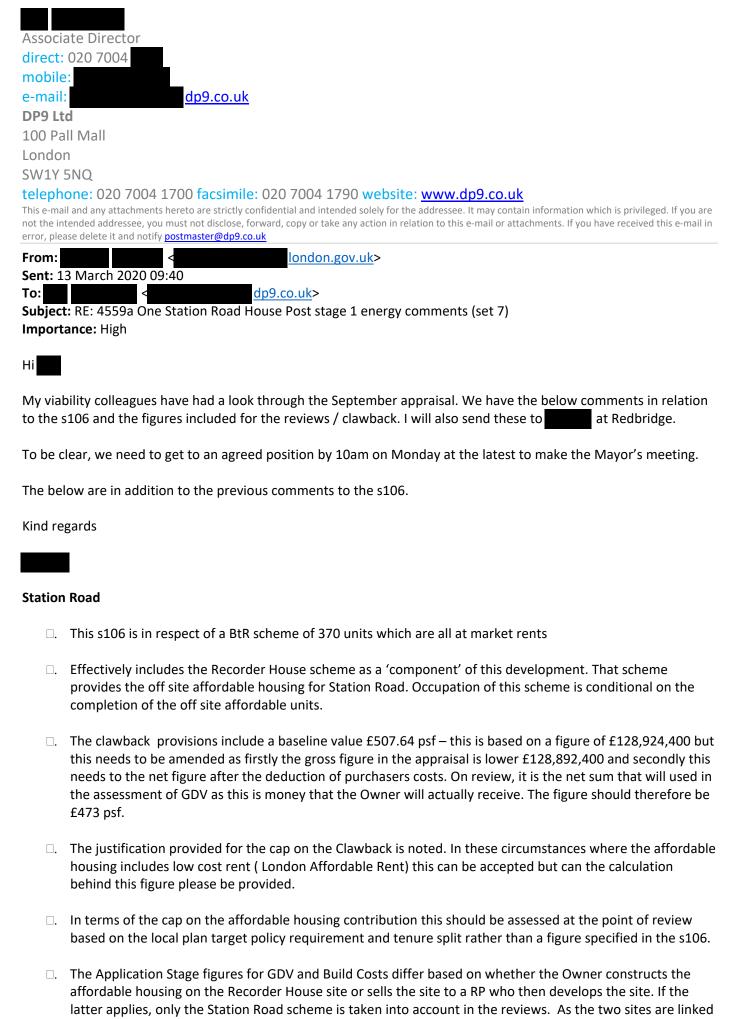
agreed with the Council in light of the requirements of LP3. □. In terms of the cap on the affordable housing contribution this should be assessed at the point of review based on the local plan target policy requirement and tenure split rather than a figure specified in the s106. The planning application has been assessed on the adopted Local Plan in accordance with the TCPA. The current cap, as agreed with the Council and their independent viability advisor, is based upon the local plan target policy and tenure split (adopted Policy LP3) ☐. The Application Stage figures for GDV and Build Costs differ based on whether the Owner constructs the affordable housing on the Recorder House site or sells the site to a RP who then develops the site. If the latter applies, only the Station Road scheme is taken into account in the reviews. As the two sites are linked it would be better to just use the higher figure that includes both sites especially as the definition of both GDV and Build Costs does include both sites. If the developer does dispose of the land to an RP, they won't be in control of the site, so won't have access to the actual values/ actual costs required to properly carry out the review. In this scenario the GDV for the Recorder site will be the receipt that the developer receives for the land, but there will be no cost. If the review is just to apply to Station Road these definitions needs to be amended accordingly. Agreed. We can insert wording to make this clearer if needed, i.e. under a land disposal to an RP the costs of Recorder House are excluded (but the land receipt is still included). I presume it would be for the Council to choose their preferred option but this is not clear from the drafting. It would be the developer that determines which option through the disposal (or not) of the Recorder House site to an RP, either option secures the delivery of the affordable homes prior to full occupation of Station Road. □. Developer profit – we would support the borough's view that this should be based on a blended rate based on 13.75% on GDV in respect of the BtR which accounts for the height of the proposed building and the nature of the delivery. The standard assumption for most schemes would be 12.5%. This is incorrect, DS2 are working on a number of BTR schemes were the GLA has accepted 15%. Indeed, as per our previous email – there are specific circumstances that require a higher profit, i.e. a tower building within an existing low value area and single long construction period (and thereby more exposed to market changes and therefore risk), which must be recognised in this instance. The GLA The allowance should be 6% on the affordable housing on the Recorder House site. □. Viability assessment definition refers to a number of emails . It is not clear why these are relevant and any points required for the operation of the s106 should be included in that document for clarity. This was suggested wording from the Council, but we can agree to amend in light of these comments. The S106 can instead directly refer to the final agreed appraisals that have been issued. □. The review allows for a substantial deficit of £77.9m in respect of both sites and £60.6m in respect of the Station Road site. These figures are presumably based on agreed BLV's and this may be explained in these emails but can they please be provided. Please refer to the appraisals already provided re the RLVs, and the DS2 viability report provided as part of the application re the BLVs.

application scheme and a policy compliant scheme, which is an established approach. The figure has been

Recorder House

This s106 is in respect of standard residential scheme of 134 units which is 100% affordable housing comprising 53% affordable rent (64 units) and 47% shared ownership. (70 units)

I agree with your comments that the main issue is that the affordability of the rented units is not adequately secured and LAR would be preferred. Policy LP3 allows for 'social/affordable rent housing' and the Council has accepted the provision of Affordable Rent. It should be noted that the conclusion of the Council's independent assessor is that neither Recorder House or Station Road can viably support any affordable housing whatsoever.



it would be better to just use the higher figure that includes both sites especially as the definition of both GDV and Build Costs <u>does</u> include both sites. If the review is just to apply to Station Road these definitions needs to be amended accordingly. I presume it would be for the Council to choose their preferred option but this is not clear from the drafting.

- Developer profit we would support the borough's view that this should be based on a blended rate based on 13.75% on GDV in respect of the BtR which accounts for the height of the proposed building and the nature of the delivery. The standard assumption for most schemes would be 12.5%. The allowance should be 6% on the affordable housing on the Recorder House site.
- □. Viability assessment definition refers to a number of emails . It is not clear why these are relevant and any points required for the operation of the s106 should be included in that document for clarity.
- The review allows for a substantial deficit of £77.9m in respect of both sites and £60.6m in respect of the Station Road site. These figures are presumably based on agreed BLV's and this may be explained in these emails but can they please be provided.

Recorder House

This s106 is in respect of standard residential scheme of 134 units which is 100% affordable housing comprising 53% affordable rent (64 units) and 47% shared ownership. (70 units)

□. I agree with your comments that the main issue is that the affordability of the rented units is not adequately secured and LAR would be preferred.

From: < <u>dp9.co.uk</u>>

Sent: 11 March 2020 11:32

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Please also find attached our responses to your comments to explain the process/agreement with the Council over the last few months. I trust these are clear and helpful. Let me know if you have any queries.

Best,

Associate Director
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e-mail: dp9.co.uk

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From:

Sent: 10 March 2020 19:17

To: | Iondon.gov.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Hi

Apologies for the slight delay. Please find attached the relevant appraisals that supported the application and were agreed/ signed off by the Council and BPS. These appraisals relate to the numbers in the S106. We can provide correspondence from BPS is helpful.

We have seen your other minor comments on the S106 and will get back to you on these asap tomorrow.

Finally, I just wanted to check that you have everything you need for the presentation of the scheme? We have previously sent you a pack of all the CGIs etc, but you may have not downloaded that. Happy to send again if helpful?



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From: < london.gov.uk>

Sent: 10 March 2020 18:56

To: < <u>dp9.co.uk</u>>

Subject: Re: 4559a One Station Road House Post stage 1 energy comments (set 7)

Any luck on the appraisal? We really need to see this, as I don't think we have previously, to confirm that we agree with the inputs ASAP to meet the Monday date.

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From: < <u>dp9.co.uk</u>>

Sent: Tuesday, March 10, 2020 10:12:33 AM

To: | london.gov.uk>

Subject: Re: 4559a One Station Road House Post stage 1 energy comments (set 7)

In a meeting until 12.30. Will email/ call after that. I've asked DS2 to provide.

Associate Director

direct: <u>020 7004</u> mobile:

e-mail: dp9.co.uk

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Hi

Yes, I don't think that all of the wording is necessary, as some of it can form the definition/will be implicit. We can discuss.

More pressing though, please can you send the Sept 2019 appraisals over? We needs this ASAP to verify the inputs in the s106. If this is to make Monday's mayor's meeting, we need to have the s106 inputs agreed by Friday

Thanks

From: < dp9.co.uk>

Sent: 09 March 2020 21:42

To: | london.gov.uk>

Subject: FW: 4559a One Station Road House Post stage 1 energy comments (set 7)

Hi

Welcome back.

I was slightly confused why needed to add to the below, when he came up with the original version/wording? This is now one of the most complicated/ difficult to read conditions that I have seen....

I'm due to speak with the energy consultant again tomorrow, so will discuss these additional changes. However, I'm conscious that the condition is no longer focused solely on the energy strategy, but now also relates to fabric specification and building efficiency, which is already fixed in the proposal? Ill get back to you asap tomorrow.



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From:		<	london.gov.uk>
Sent : 09	March	2020 11:27	
To:		<	dp9.co.uk>

Subject: FW: 4559a One Station Road House Post stage 1 energy comments (set 7)

Hi

sent you the below comments whilst I was on leave. I am now back and preparing the Stage 2. I believe the condition, with your amends and their amends would read as follows.

"25. <u>Energy</u>: Prior to first occupation/use (except for paragraphs (b), (d), (e), (h) and (l) below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority and the GLA.

The strategy shall demonstrate how the development will achieve at least a 35% improvement on Part L of the Building Regulations (building emission rate compared to target emission rate). The energy strategy shall include details of:

- (a) baseline energy demand and carbon emissions (regulated and unregulated)
- (b) proposed energy efficiency measures. The owner should seek to meet the domestic Be Lean target of a 10% carbon reduction from a Building Regulations compliant development and the non-domestic Be Lean target of a 15% carbon reduction from a Building Regulations compliant development and clearly demonstrate that the potential for addressing this has been maximised. This should include for items in the owner's control e.g. the fabric specification, and a high level of efficiency for fit-out items; if necessary a high efficiency tenant fit-out specification should be required through a lease agreement.
- (c) any proposed low carbon or decentralised energy (including location, energy source, output, connection arrangements), either on-site and off-site
- (d) the feasibility for appropriate renewable energy sources, having regard to the site and location, nature of development proposal, and carbon reductions already achieved through the energy hierarchy.
- (e) Calculation of the remaining energy demand and carbon dioxide emissions (regulated and unregulated), which should include for items in the owner's control, including the fabric specification, and a high level of efficiency for fit-out items.
- (f) plans detailing the location of the proposed technologies including any associated machinery and equipment
- (g) any associated air quality or noise management reports (including mitigation measures) (h) The applicant shall pursue the design of a hybrid energy strategy to include air source heat pumps (at either the roof level and lower level) subject to no insurmountable barriers to this strategy emerging during the detailed design; the strategy is expected to be feasible for this site once the necessary work has been undertaken. The applicant shall submit evidence to the Council, and GLA, outlining the feasibility of incorporating air source heat pumps (at both the roof level and lower level) and details of the proposed heat pumps as part of a hybrid energy solution for approval. The details to be provided on the proposed heat pumps includes:
 - 1. The heat pump's total capacity (kWth).

- 2. An estimate of the heating and/or cooling energy (MWh/annum) the heat pumps would provide to the development and the percentage of contribution to the site's heat loads.
- 3. Details of how the Seasonal Coefficient of Performance (SCOP) and Seasonal Energy Efficiency ratio (SEER) has been calculated for the energy modelling. This should be based on a dynamic calculation of the system boundaries over the course of a year i.e. incorporating variations in source temperatures and the design sink temperatures (for space heat and hot water).
- 4. Manufacturer datasheets showing performance under test conditions for the specific source and sink temperatures of the proposed development and assumptions for hours spent under changing source temperatures. (This shouldn't be needed and is irrelevant) Whether any additional technology is required for hot water top up and how this has been incorporated into the energy modelling assumptions.
- 5. An estimate of the expected heating costs to occupants. The cost estimate should include for annual fuel costs, any available subsidies e.g. RHI, annual operations and maintenance costs, annual meter reading and billing administration costs, and plant replacement costs. We can provide forecast energy costs only)
- 6. The expected heat source temperature and the heat distribution system temperature with an explanation of how the difference will be minimised to ensure the system runs efficiently.
- 7. A commitment to monitor the performance of the heat pump system postconstruction to ensure it is achieving the expected performance approved during planning. (It is recommended that boroughs condition this).

The design measures and details that are approved will be implemented."

(I) updated SAP DER sheets and BRUKL worksheets for all stages of the energy hierarchy.

Please can you confirm ASAP that this is accepted / any items to be confirmed this week are done so ASAP so that I can draft the report.

Kind regards From: london.gov.uk> Sent: 04 March 2020 11:31 london.gov.uk>; To: dp9.co.uk Cc: Subject: 4559a One Station Road House Post stage 1 energy comments (set 7) Hi and Here are the outstanding post-stage 1 energy comments for One Station Road (4559a), with our response to the recent submission in gold text. we are sending these comments directly to you in absence, but please ensure that any further responses or submissions go via We are essentially accepting in principle the resolution of these items with conditions – in particular there is our previously proposed text for the heat pump issue, but also a few additional proposed conditions to tie up the other items. However, this is subject to the provision at this stage of further indicative information on a couple of heat pump queries as requested below.

4. The domestic element development is estimated to achieve a reduction of 20 tonnes per annum (6%) in regulated CO2 emissions compared to a 2013 Building Regulations compliant development. The applicant should note that the new draft London Plan includes a target of a 10% improvement on 2013 Building Regulations from energy efficiency which applicants should be aiming towards. The applicant should therefore model additional energy efficiency measures and commit to higher carbon savings through energy efficiency alone.

6. The non-domestic element of the proposed development is estimated to achieve a reduction of 5 tonnes per annum (4%) in regulated CO2 emissions compared to a 2013 Building Regulations compliant development. The applicant should note that the new draft London Plan includes a target of a 15% improvement on 2013 Building Regulations from energy efficiency which applicants should aim towards. The applicant should therefore model additional energy efficiency measures and commit to higher carbon savings through energy efficiency alone.

The applicant has not addressed this, as they suggest that the development was submitted for planning before January 2019. However, this is irrelevant as the draft London Plan moves closer to adoption and all applicants are now being asked to aim for the draft London Plan targets. The applicant has suggested that the building was designed to meet the previous targets and they do not propose to change this. The domestic improvement of 6% is accepted as being reasonable progress towards the draft London Plan targets at this stage, and it is expected that this will improve marginally further, following the response to item 8. However, the non-domestic element is significantly below the draft London Plan target. The applicant should seek to improve the non-domestic performance further towards the 15% reduction target.

The applicant has suggested that the non-domestic assessments are based on assumed and conventional tenant fit out design efficiencies and that further improvements can be achieved during the first fit out. The applicant is required to review all items in their direct control i.e. fabric, and propose further improvements. They are reminded that they can influence the tenant fit-out specification through a lease agreement, and they are required to assume a high level of efficiency for fit-out items for this application.

The applicant has not addressed this item and it remains outstanding.

The applicant has not addressed this item and it remains outstanding.

The applicant has not addressed this item and it remains outstanding.

The applicant should be **conditioned** to submit an updated energy statement prior to commencement of development including for updated reported Be Lean CO₂ emissions. This should seek to meet the non-domestic Be Lean target of a 15% carbon reduction from a Building Regulations compliant development and clearly demonstrate that the potential for addressing this has been maximised. This should include for items they can control e.g. the fabric specification, and a high level of efficiency for fit-out items; if necessary they should influence the tenant fit-out specification through a lease agreement. A corresponding update should be provided on the domestic element to seek to meet the domestic Be Lean target of a 10% carbon reduction from a Building Regulations compliant development. This should be submitted to the borough and GLA. Proposed updated wording for relevant parts of the previously proposed condition:

"Prior to first occupation/use (except for <u>paras (b, d, e, h, I)</u> below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority <u>in consultation with GLA.</u>

(b) proposed energy efficiency measures. The owner should seek to meet the domestic Be Lean target of a 10% carbon reduction from a Building Regulations compliant development and the non-domestic Be Lean target of a 15% carbon reduction from a Building Regulations compliant development and clearly demonstrate that the potential for addressing this has been maximised. This should include for items in the owner's control e.g. the fabric specification, and a high level of efficiency for fit-out items; if necessary a high efficiency tenant fit-out specification should be required through a lease agreement."

15. The applicant is proposing to install a CHP; however, given the scale of the development this is not acceptable. Alternative low carbon heating methods should be investigated and the currently proposed strategy should be revised.

The applicant has not investigated alternative heating methods and continues to propose a CHP. They suggest that roof spaces need to be maximised for open space, which is a constraint on a heat pump strategy, however, this does not constitute an investigation of this alternative technology. As previously advised, CHP is not acceptable for this development, on the grounds of scale. Furthermore, there is an increasing awareness of CHP air quality concerns and the impact of grid decarbonisation on real life CHP carbon emissions. Alternative low carbon heating methods including centralised heat pumps should be investigated and the currently proposed strategy should be revised.

The applicant has reviewed a ground source heat pump strategy and ruled this out due to the small site footprint which is partially over a network rail asset, the viability, and the heat led development energy demand which may influence ground equilibrium. This is accepted.

The applicant has reviewed an air source heat pump strategy and they suggest that the external space for plant is limited. They suggest a minimum of 200m² external plant is required which is not available, and they suggest that this would be in competition with external amenity space, PV and ventilation plant space. They also suggest that housing ASHPs in a louvred façade plant room on an intermediate floor would add additional floors or cause viability issues. They suggest that the CO2 emissions also affected the feasibility, however, this is not true and the applicant is welcome to use SAP 10 emissions factors which are expected to be favourable to heat pumps.

The applicant should consider the feasibility of providing a hybrid system including ASHPs and gas boilers. This will require a smaller area of space for condensers than if entirely based on ASHPS. They should consider that a large amount of amenity space, and some PV is to be provided, which is also welcomed, but that the roof areas could be rationalised to accommodate all of these features in reasonable proportions. PV may be reduced if necessary to accommodate ASHPs. The applicant should consider that in our experience, applicants are able to accommodate ASHPs in similar situations.

The applicant suggests they assessed the potential for ASHPs, however, the parapet surrounding the roof level is c. 6 metres in height and that the tall parapet increases the likelihood of trapped microclimate of air around the potential plant, limiting potential plant capacity and requiring large spacing between units to prevent recirculation of discharge air. This parapet issue is noted but it is considered that the design could be developed to overcome this issue and ensure suitable spacing of ASHPs and suitable air circulation. Providing a suitable heat source is a fundamental part of meeting energy policy. Therefore, the applicant is required to provide a suitable heating technology and it has been stated numerous time that gas CHP is not a suitable heating technology for this development. The applicant is required to redesign the scheme if necessary to accommodate a suitable heating technology. As previously stated, roof areas should be rationalised to accommodate all required features in reasonable proportions. The applicant should also consider the option of providing ASHPs in a louvred plant room on a lower floor.

The applicant has suggested that incorporating ASHPs will be challenging but they are happy to explore this further. This is welcomed. They propose to explore this further at the detailed design stage and to address this by condition. However, further consideration is required at the current stage and they should seek to provide as a minimum an outline design considering the location of the ASHPs and indicative performance and CO2 reduction figures. They should consider and seek to address the following queries as far as possible:

- a. The heat pump's total capacity (kWth).
- b. An estimate of the heating and/or cooling energy (MWh/annum) the heat pumps would provide to the development and the percentage of contribution to the site's heat loads.
- c. Details of how the Seasonal Coefficient of Performance (SCOP) and Seasonal Energy Efficiency ratio (SEER) has been calculated for the energy modelling. This should be based on a dynamic calculation of the system boundaries over the course of a year

- i.e. incorporating variations in source temperatures and the design sink temperatures (for space heat and hot water).
- d. Manufacturer datasheets showing performance under test conditions for the specific source and sink temperatures of the proposed development and assumptions for hours spent under changing source temperatures. Whether any additional technology is required for hot water top up and how this has been incorporated into the energy modelling assumptions.
- e. An estimate of the expected heating costs to occupants, demonstrating that the costs have been minimised through energy efficient design. The cost estimate should include for annual fuel costs, any available subsidies e.g. RHI, annual operations and maintenance costs, annual meter reading and billing administration costs, and plant replacement costs.
- f. The expected heat source temperature and the heat distribution system temperature with an explanation of how the difference will be minimised to ensure the system runs efficiently.
- g. A commitment to monitor the performance of the heat pump system postconstruction to ensure it is achieving the expected performance approved during planning. (It is recommended that boroughs condition this).

Once the applicant has addressed the above as far as possible at this stage, a pre-commencement condition to submit a revised detailed strategy including for ASHPs (if feasible) and including for the outstanding details, can be considered.

The applicant again proposes a condition, however, as previously advised above, this is not acceptable. At this stage, the applicant should provide a strong commitment to pursue an ASHP based strategy; it is expected that an ASHP based strategy will prove to be feasible for this site once the necessary work has been undertaken. The applicant is welcome to caveat their commitment with the assumption that no insurmountable barriers emerge during the detailed design. They are also required to provide the outline design information previously requested for an ASHP based strategy at the present stage.

As previously stated, the applicant should provide a strong commitment to pursue an ASHP based strategy at the current stage; it is expected that an ASHP based strategy will prove to be feasible for this site once the necessary work has been undertaken. They are also required to provide the outline design information previously requested for an ASHP based strategy at the present stage.

The applicant has provided the following wording as part of a proposed condition, which is not supported by GLA:

"Prior to first occupation/use (except for para (h) below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority.

(h) The applicant shall submit evidence to the Council outlining the feasibility of incorporating air source heat pumps (at both the roof level and lower level) as part of a hybrid energy solution for approval. Such measures that are demonstrated to be feasible and appropriate will be implemented in accordance with the details approved."

The introduction and element (h) are insufficient, although the rest of the condition wording is acceptable. Here is proposed revised wording from GLA, with updates <u>underlined</u>, however, it should be noted that this will only be acceptable in conjunction with the provision at the current stage of the commitment and outline design information referenced above:

"Prior to first occupation/use (except for para (h) below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority in consultation with GLA.

(h) The applicant shall pursue the design of a hybrid energy strategy to include air source heat pumps (at either the roof level and lower level) subject to no insurmountable barriers to this strategy emerging during the detailed design; the strategy is expected to be feasible for this site once the necessary work has been undertaken. The applicant shall submit evidence to the Council, and GLA, outlining the feasibility of incorporating air source heat pumps (at both the roof level and lower level) and details of the proposed heat pumps as part of a hybrid energy solution for approval. The details to be provided on the proposed heat pumps includes:

- 1. The heat pump's total capacity (kWth).
- 2. An estimate of the heating and/or cooling energy (MWh/annum) the heat pumps would provide to the development and the percentage of contribution to the site's heat loads.
- 3. Details of how the Seasonal Coefficient of Performance (SCOP) and Seasonal Energy Efficiency ratio (SEER) has been calculated for the energy modelling. This should be based on a dynamic calculation of the system boundaries over the course of a year i.e. incorporating variations in source temperatures and the design sink temperatures (for space heat and hot water).
- 4. Manufacturer datasheets showing performance under test conditions for the specific source and sink temperatures of the proposed development and assumptions for hours spent under changing source temperatures. Whether any additional technology is required for hot water top up and how this has been incorporated into the energy modelling assumptions.
- 5. An estimate of the expected heating costs to occupants, demonstrating that the costs have been minimised through energy efficient design. The cost estimate should include for annual fuel costs, any available subsidies e.g. RHI, annual operations and maintenance costs, annual meter reading and billing administration costs, and plant replacement costs.
- 6. The expected heat source temperature and the heat distribution system temperature with an explanation of how the difference will be minimised to ensure the system runs efficiently.
- 7. A commitment to monitor the performance of the heat pump system post-construction to ensure it is achieving the expected performance approved during planning. (It is recommended that boroughs condition this).

The design measures and details that are approved will be implemented."

The applicant has submitted a roof layout which shows an option for the location of Air Source Heat Pumps. This is welcomed. They should indicatively confirm the proportion of the heat load that the proposed Air Source Heat Pumps would supply and the proportion by any other technology e.g. gas boilers. At this stage they should also provide a strong commitment to pursue an ASHP based strategy and submit an indicative heat pump efficiency (SCOP). They have noted in an earlier email that the expected CO₂ reduction figures would be a total 55% reduction on Building Regulations against SAP 10 emissions factors; this is welcomed.

The applicant has confirmed they are likely to be able to agree to the proposed condition. This is welcomed. They have queried whether part e) is more related to the energy efficiency of the building fabric rather than ASHP. Part e) is related to both the fabric energy efficiency as they suggest and also the heat pump system efficiency. If a heat pump system is not designed efficiently, there is a risk that occupant bills may be higher than expected, hence the request for the applicant to provide predicted heating costs to occupants. The applicant should formally confirm acceptance of the proposed condition.

This item is outstanding.

17. The applicant has investigated the feasibility of a range of renewable energy technologies but is not proposing to install any renewable energy technology for the development. The GLA expects all

major development proposals to maximise on-site renewable energy generation, where feasible. This is regardless of whether the 35% on-site CO2 emission improvement target has already been reached through earlier stages of the energy hierarchy. The applicant is, therefore, required to reinvestigate the inclusion of renewable technologies.

The applicant has confirmed that a total of 33 No. PV panels could be fitted on the plant room/cores roofs, which would amount to 10.2 kWp of energy, generate 8675kWhrs of electricity. The has provided a roof layout. However, there appear to be significant further areas of roof that are not designated for plant or PV, and the potential to add PV to these spaces should be reviewed. The addition of PV has improved the overall CO₂ savings achieved to 45%.

The applicant has suggested that all possible roof area has been utilised for PV, the only remaining area lies within the shadow of the plant/stair-core structure, and is not suitable for PV. They should confirm the orientation of these areas they suggest are in shadow.

The applicant has provided a roof layout. As per the item 18 response, they should seek to rationalise the roof areas to accommodate all required items, including PV.

They have suggested that the bridge structure weight capacity is limited and experts have determined that additional loadings are not feasible. However, they should provide evidence to support this, and seek to implement PV on this retail roof area if it is feasible.

The applicant has suggested that the structural integrity of the bridge has been discussed with the Council for a significant time and consultants have confirmed the limitations. As previously requested, the applicant should provide evidence to support this e.g. reports or direct correspondence.

The applicant has not addressed this item and it remains outstanding.

The applicant has not addressed this item and it remains outstanding.

The applicant has not addressed this item and it remains outstanding.

The applicant should be **conditioned** to submit an updated energy statement to demonstrate prior to commencement of development that PV has been considered and maximised as part of the rationalised roof design following the consideration of Air Source Heat Pumps as per the condition proposed for item 15. This should address all outstanding PV queries raised by GLA and be submitted to the borough and GLA. Proposed updated wording for relevant parts of the previously proposed condition:

"Prior to first occupation/use (except for <u>paras</u> (b, d, e, h, I) below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-PO, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority in consultation with GLA.

(d) the feasibility for appropriate renewable energy sources, having regard to the site and location, nature of development proposal, and carbon reductions already achieved through the energy hierarchy. This will demonstrate that PV will be been considered and maximised as part of a rationalised roof design, and address all outstanding PV queries previously raised by GLA."

18. A sample of SAP DER worksheets and BRUKL worksheets should be provided for this stage of the energy hierarchy

The applicant has provided the requested sheets, however, these may need to be revised after they have addressed other items.

The applicant suggests this will be re-issued; this should be done when all other items are resolved. As previously noted, this item may need to be revisited after the applicant has addressed other items.

The applicant has not addressed this item and it remains outstanding.

The applicant has not addressed this item and it remains outstanding.

The applicant has not addressed this item and it remains outstanding.

The applicant should be **conditioned** to submit an updated energy statement prior to commencement of development including for updated SAP DER sheets and BRUKL worksheets. This

should be submitted to the borough and GLA. Proposed updated wording for relevant parts of the previously proposed condition:

"Prior to first occupation/use (except for <u>paras</u> (b, d, e, h, I) below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority in consultation with GLA.

(i) updated SAP DER sheets and BRUKL worksheets for all stages of the energy hierarchy."

21. An on-site reduction of 5 tonnes of CO2 per year in regulated emissions compared to a 2013 Building Regulations compliant development is expected for the non-domestic buildings, equivalent to an overall saving of 16%.

&

22. The carbon dioxide savings fall short of the target within Policy 5.2 of the London Plan. The applicant should consider the scope for additional measures aimed at achieving further carbon reductions.

The applicant suggests that this is shell & core and they can't influence the tenant specification, although they will encourage the use of heat pumps. The applicant is required to review all items in their direct control i.e. fabric, and propose further improvements. They are reminded that they can influence the tenant fit-out specification through a lease agreement, and they are required to assume a high level of efficiency for fit-out items for this application.

The applicant suggests they have assumed a worst case fit out but can amend this to show possible improvements. They should do this and provide the updated specification and confirm the CO_2 emissions for each stage in the energy hierarchy.

This item has not been addressed and it remains outstanding.

The applicant has not addressed this item and it remains outstanding.

The applicant has not addressed this item and it remains outstanding.

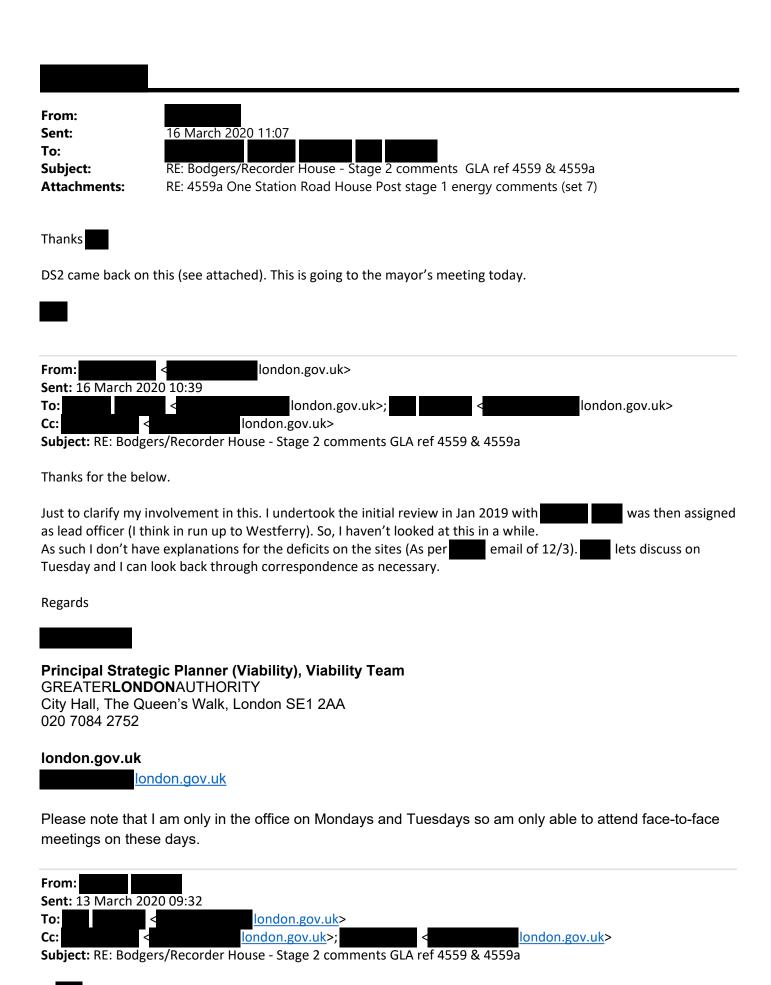
The applicant has not addressed this item and it remains outstanding.

The applicant should be **conditioned** to submit an updated energy statement prior to commencement of development including for updated reported CO₂ emissions. This should seek to meet the policy 5.2 on-site target of a 35% carbon reduction from a Building Regulations compliant development and clearly demonstrate that the potential for addressing this has been maximised. This should include for items they can control e.g. the fabric specification, and a high level of efficiency for fit-out items; if necessary they should influence the tenant fit-out specification through a lease agreement. This should be submitted to the borough and GLA. Proposed updated wording for relevant parts of the previously proposed condition:

"Prior to first occupation/use (except for <u>paras (b, d, e, h, I)</u> below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority <u>in consultation with GLA.</u>

(e) Calculation of the remaining energy demand and carbon dioxide emissions (regulated and unregulated). This should seek to meet the policy 5.2 on-site target of a 35% carbon reduction from a Building Regulations compliant development and clearly demonstrate that the potential for addressing this has been maximised. This should include for items in the owner's control e.g. the fabric specification, and a high level of efficiency for fit-out items; if necessary a high efficiency tenant fit-out specification should be required through a lease agreement."

Kind regards,



Hi

Thanks v much for this and turning it around so quickly!

From:	<	london.gov.uk>	
Sent: 12 Ma	arch 2020 19:03		
To:	<	london.gov.uk>	
Cc:	<	london.gov.uk>;	< london.gov.uk
Subject: RE	: Bodgers/Recor	der House - Stage 2 comments GLA	A ref 4559 & 4559a



Please see below for my comments on the s106 agreements for these two schemes which together provide 27% affordable by habitable room or 33% by hab room.

These are in addition to your comments and reflect the note in respect of the cap on the clawback and review mechanism.

Station Road

- This s106 is in respect of a BtR scheme of 370 units which are all at market rents
- Effectively includes the Recorder House scheme as a 'component' of this development. That scheme
 provides the off site affordable housing for Station Road. Occupation of this scheme is conditional on the
 completion of the off site affordable units.
- The clawback provisions include a baseline value £507.64 psf this is based on a figure of £128,924,400 but this needs to be amended as firstly the gross figure in the appraisal is lower £128,892,400 and secondly this needs to the net figure after the deduction of purchasers costs. On review, it is the net sum that will used in the assessment of GDV as this is money that the Owner will actually receive. The figure should therefore be £473 psf.
- The justification provided for the cap on the Clawback is noted. In these circumstances where the affordable housing includes low cost rent (London Affordable Rent) this can be accepted but can the calculation behind this figure please be provided.
- In terms of the cap on the affordable housing contribution this should be assessed at the point of review based on the local plan target policy requirement and tenure split rather than a figure specified in the s106.
- The Application Stage figures for GDV and Build Costs differ based on whether the Owner constructs the affordable housing on the Recorder House site or sells the site to a RP who then develops the site. If the latter applies, only the Station Road scheme is taken into account in the reviews. As the two sites are linked it would be better to just use the higher figure that includes both sites especially as the definition of both GDV and Build Costs does include both sites. If the review is just to apply to Station Road these definitions needs to be amended accordingly. I presume it would be for the Council to choose their preferred option but this is not clear from the drafting.
- Developer profit we would support the borough's view that this should be based on a blended rate based on 13.75% on GDV in respect of the BtR which accounts for the height of the proposed building and the nature of the delivery. The standard assumption for most schemes would be 12.5%. The allowance should be 6% on the affordable housing on the Recorder House site.
- Viability assessment definition refers to a number of emails . It is not clear why these are relevant and any points required for the operation of the s106 should be included in that document for clarity.
- The review allows for a substantial deficit of £77.9m in respect of both sites and £60.6m in respect of the Station Road site. These figures are presumably based on agreed BLV's and this may be explained in these emails but can they please be provided (may have these but I can't find them)

Recorder House

This s106 is in respect of standard residential scheme of 134 units which is 100% affordable housing comprising 53% affordable rent (64 units) and 47% shared ownership. (70 units)

• I agree with your comments that the main issue is that the affordability of the rented units is not adequately secured and LAR would be preferred.

Have copied in as he is around tomorrow and can deal with any queries.

Kind regards



Subject: RE: Bodgers/Recorder House - STage 2 comments?

Thanks very much.

Latest s106s attached – there is one for each

Hi

I will look at this and get back to you by lunchtime tomorrow. Do you have the latest version of the s106 please?

Kind regards





Hi both

I was hoping I could ask for some last minute, quite urgent help? I have an application that ideally needs to go to the Mayor on Monday at Stage 2 but it now transpires that they never sent us the final appraisal and so I can't confirm the s106 figures for the review mechanisms or the clawback.

The application is for two linked sites, Recorder House providing the offsite (general needs) affordable housing for the other site (former Bodgers store at One Station Road), which is all Build to Rent.

dealt with it previously I think, but he's now on leave. I can't find any emails on it now but I am pretty certain and I had a conversation about the counterfactual appraisal showing that if each site had to provide AH on site, the overall level would be less, but we never saw this later appraisal so I'm not sure whether anything has changed.

Do you think it will be possible to have a look at it in the next day or so? If not, let me know and I will try and defer the Stage 2, but it's been quite protracted so I'm anxious they'll not be too cooperative.

Thanks!



From: < <u>dp9.co.uk</u>>

Sent: 10 March 2020 19:17

To: | london.gov.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)



Apologies for the slight delay. Please find attached the relevant appraisals that supported the application and were agreed/ signed off by the Council and BPS. These appraisals relate to the numbers in the S106. We can provide correspondence from BPS is helpful.

We have seen your other minor comments on the S106 and will get back to you on these asap tomorrow.

Finally, I just wanted to check that you have everything you need for the presentation of the scheme? We have previously sent you a pack of all the CGIs etc, but you may have not downloaded that. Happy to send again if helpful?

Best,



DP9 Ltd 100 Pall Mall London SW1Y 5NQ

telephone: 020 7004 1700 facsimile: 020 7004 1790 website: www.dp9.co.uk

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[Email chain duplicated above]

From:
Sent: 16 March 2020 08:26
To:
Cc:

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)

Hi

Thanks – I agree on the rent levels in this case

I'll go back with the comments to DS2 now

Thanks



Hi and

Please see below suggested responses in blue with my comments highlighted yellow.

The remaining issues are

- Profit
- Whether we are prepared to accept all the affordable rent is at LHA levels

I have gone back on the profit as the borough want 13.75% and I think we should stick to our position to support them.

On the rents, maybe we could say that this acceptable in this case taking into account the overall tenure mix? I presume we don't want to set a precedent for accepting LAR.

Kind regards



Hi both

Response below from DS2. I haven't had a proper look yet but thought I'd send over asap. I have told them that we only received the final appraisal last week, which is why these have been raised now.

Thanks

From: < dp9.co.uk>

Sent: 13 March 2020 13:15

To: | london.gov.uk>

Subject: RE: 4559a One Station Road House Post stage 1 energy comments (set 7)



Its very late in the process to reopen these S106 points. I have quickly discussed with DS2 and please see responses below. Happy to discuss with you.

If there are any pertinent responses from your viability colleague, then can I suggest we have a con-call asap this afternoon?

Best,



Station Road

[Remainder of Email chain duplicated]

DATED 2020

Planning Obligation by Deed of Agreement ("Deed") under Section 106 of the Town and Country Planning Act 1990

relating to the development of land at Station Road and 16-26 Cranbrook Road Ilford, IG1 4DW

- (1) London Borough of Redbridge (Council)[(2) Sabre Properties Limited (First Owner)(3) Bullet Properties Limited (Second Owner)

SP13.2.20 SP 5/3/20 CW 16.3.20 amends

Final draft 9/3/20

Sharpe Pritchard (Solicitors for London Borough of Redbridge) Elm Yard 10-16 Elm Street London WC1X 0BJ

> E:mail: sharpepritchard.co.uk

> > Ref: RL.104049.33

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Sch	IKED TO THE RECORDER HOUSE DEVELOPMENT						

DATE 2020

PARTIES

(1) LONDON BOROUGH OF REDBRIDGE of 128 — 142 High Road, Ilford, IG1 1DD of ("Council").

- (2) SABRE PROPERTIES LIMITED (incorporated in Jersey with number 123162) of 2nd Floor Gaspé House 66-72 Esplanade St Helier Jersey JE1 1GH whose address for service in the UK is 93 Park Lane, London W1K 7TB ("First Owner")
- (3) BULLET PROPERTIES LIMITED (incorporated in Jersey with number 123652) of 2nd Floor Gaspé House 66-72 Esplanade St Helier Jersey JE1 1GH whose address for service in the UK is c/o 93 Park Lane, London W1K 7TB ("Second Owner")

RECITALS

- A The Council is the Local Planning Authority for the purposes of the 1990 Act and the Acts for the area in which the Site is situated
- B The First Owner is the freehold owner of the part of the Site registered at HM Land Registry under title number EGL53240 and is the leasehold owner of the part of the Site registered at HM Land Registry under title number NGL130882.
- C The Second Owner is the leasehold owner of the part of the Site registered at HM Land Registry under title number EGL423302
- D The Council registered the Planning Application on 13 November 2018 and the parties have agreed to enter into this Deed in order to secure the planning obligations
- E The Council resolved on 18 July 2019 to grant Planning Permission subject to the prior completion of this Deed.
- F The Recorder House Development is to provide the Recorder House Dwellings in lieu of provision of Affordable Housing connected to the Development on the Site
- G The parties agree that the planning obligations contained herein are necessary to ensure that the Development is acceptable in planning terms and satisfy the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

- 1.1 In this Deed the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings and expressions as appearing and in the "DEFINITIONS" paragraphs of the Schedules to this Deed shall unless the context otherwise requires have the meaning there given to them.
- 1.2 For the purposes of this Deed the following expressions shall have the following meanings:

1972 Act the Local Government Act 1972;

1974 Act the Greater London Council (General Powers) Act 1974;

1982 Act the Local Government (Miscellaneous Provisions) Act 1982

1990 Act the Town and Country Planning Act 1990;

2008 Act

the Housing and Regeneration Act 2008;

2011 Act

the Localism Act 2011;

Acts

Section 106 and S106A of the 1990 Act, Section 16 of the 1974 Act, Section 33 of the 1982 Act, Section 111 of the 1972 Act and Section 1 of the 2011 Act and in each case any statutory amendments variation, substitution or re enactment thereof together with all other statutory powers to which the parties hereto shall be empowered to enter into this Deed;

Affordable Housing

housing provided to eligible households whose needs are not met by the market which should (a) meet the needs of eligible purchasers and renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers and renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

Affordable Housing Provider

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or
- (c) any other body specialising in the provision of Affordable Housing

in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);

Apprentice or Apprentices

a young person aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ in one of the building trades such as electrical, brick laying, plastering, plumbing

and carpentry;

BTR Unit each self-contained rental unit of residential occupation

comprised in the Development and "BTR Units" "BTR

Units(s)" shall be construed accordingly;

Business Space the retail (Class A1-A3) and office (Class B1) floor space

forming part of the Development;

Business Space Travel a travel plan in respect of the Business Space to encourage

use of sustainable modes of transport; Plan

Carbon Off-set Fund a contribution (to be CPI Indexed Linked) calculated in Contribution accordance with the following formula:

£1,117,000 (CPI Index Linked);

BTR Units

RXYXZ

Plus for the Business Space:

 $(C-T) \times Y \times Z$

Where:

R = Actual carbon emissions (in tonnes) for the BTR Units

C = Actual carbon emissions (in tonnes) for the Business Space

T = 69.36 tonnes (Target carbon emissions) for the Business Space given

Y = the number of years for which the contribution is payable, being 30 years

Z = the cost of carbon per tonne taken from the Mayor's draft Sustainable Design & Construction SPG (paragraph 2.4.39) being £60 per tonne of carbon dioxide (CPI Index Linked) and

PROVIDED THAT the Carbon Off-set Contribution may be zero (or if negative shall be deemed to be zero) and shall not exceed in total £[348,033];

Commencement of Development

Cap

the carrying out of any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations,

investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements or any recladding works to the buildings on the Second Owner's Land and "Commence Development" and "Commence" shall be construed accordingly;

Component

a part of the Development including but not limited to:

- (a) BTR Units forming part of the Development;
- (b) Any part of the Recorder House Development
- (c) the Business Space;

any other floor space; property; and land and "Components" shall be construed accordingly;

Construction Phase

the period of development between the Commencement of the Development and Practical Completion

CPI Index Linked

- (a) in respect of the Carbon Off-set Fund, the Habitats Mitigation Contribution and the Monitoring Fee that at the date when the said sum becomes due ("the Due Date") it shall be increased in accordance with the change in the 'Consumer Price Index' ("CPI") published from time to time by the Office of National Statistics between the date of this Deed and the Due Date: and
- (b) in respect of the Cap this shall be increased in accordance with the change in the 'Consumer Price Index' ("CPI") published from time to time by the Office of National Statistics from the date of this Deed;

Development

the development of the Site pursuant to the Planning Permission

Disposed

- (a) the Sale of a Component(s) of the Development;
- (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development

ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposal" "Disposals" and "Disposed" shall be construed

accordingly;

Element 1

the part of the Development shown shaded red on the Site Delineation Plan reference E1-110-P0;

Expert

an independent surveyor, engineer, town planner, barrister or accountant appointed under Clause 13 of not less than 10 years standing since first membership of his relevant professional body as appropriate to the nature of the dispute in question;

Fraudulent Transactions

- (a) a transaction the purpose or effect of which is to artificially reduce the Early Stage Review Estimated GDV or the Late Stage Review Estimated GDV and /or artificially increase the Early Stage Review Estimated Build Costs or the Late Stage Estimated Build Costs; or
- (b) Disposal that is not an arm's length third part bona fide transaction;

Habitats Mitigation Contribution

the sum of £11,100 (CPI Indexed Linked) to be paid by the Owner to the Council to be used for mitigating that impact of the Development in accordance with the Epping Forest Special Area of Conservation Mitigation Strategy or such different measures as the Council may specify in consultation with Natural England

Interest

interest at 3% (three per cent) above the base lending rate of the Bank of England from time to time;

Labour Return

a written monitoring report detailing and recording the following:

- (a) the amount of Local Labour recruited, employed, engaged and/or hired by the Owner their contractors and sub-contractors to carry out the Development or any part thereof:
- (b) the details of Local Businesses that have secured contracts for the carrying out of the Development or any part thereof; and
- (c) the details of employment of Apprentices in accordance with paragraph 6(c) (ii) of the Second Schedule;

Local Businesses

any business, trade, service, profession or industry whose

established place of business is within the London Borough of Redbridge;

Local Labour

any person or persons aged 18 years or over who is a resident within the Councils administrative area;

Local Procurement Strategy

a strategy (or any revision to it approved in writing by the Council) to maximise opportunities for Local SMEs to access contracts for goods and services required during the Construction Phase of the Development such strategy to detail initiatives for how the 20 (twenty) per cent local procurement target from Local SMEs during the Construction Phase of the Development shall be achieved including an agreement to provide details of any tender for contracts and contracting opportunities to any Local SMEs held on a supplier list (if any) held by the Council, a commitment to advertise locally any tender for contract and contracting opportunities, the timing for the implementation of any initiatives together with mechanisms for monitoring the success (or otherwise) of such initiatives;

Local SMEs

independent business organisations based within the London Borough of Redbridge with fewer than 250 employees;

Monitoring Fee

the sum of £4,055 (CPI Indexed Linked) to be paid to the Council to monitor the obligations under this Deed but for the avoidance of doubt this excludes any monitoring and/or assessing of any and all information required to be submitted to the Council (or its external advisors) under Schedule 4 and/or Schedule 5;

Mortgagee

means any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

Motor Vehicle

any mechanically propelled vehicles including a motor cycle intended or adapted for use on a road and/or highway;

Occupation

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, stocking fitting out or decoration or occupation for marketing or display or occupation in relation to security operations (and Occupy, Occupants Occupied, Occupier and Occupation shall be construed accordingly);

Occupation Date

the date on which any part of the Development (or any part or phase) is first Occupied;

Operational Phase

the period following Practical Completion of the Development during which the Development or any part of thereof is ready for use and Occupation until such point in time as may be agreed between the Owner and the Council in writing;

Operational Monitoring

Phase

a period of 10 years running from the date on which the relevant part of the Development has been Practically Completed;

Owner

the First Owner and the Second Owner together;

Parking Bay

a parking place designated by the Council by an Order under the Road Traffic Regulation Act 1984 and under the Road Traffic Act 1991 or other relevant legislation for use by residents of the locality in which the Development is situated:

Parking Permit

a parking permit issued by the Council in accordance with their rules under Section 54(2) of the Road Traffic Act 1984 allowing a Motor Vehicle to park in a Parking Bay;

Planning Application

the application for the Planning Permission Development given reference number 4557/18 for the demolition of the existing building at Station Road and redevelopment to provide a part 4, 27, 32 and 42 storey block with basement comprising 370 residential units and ancillary facilities retail (Class A1-A3), office (Class B1) and all other incidental works. Recladding of Cranbrook Road properties. Improvements to Bodgers Arcade;

Planning Permission

the planning permission granted by the Council pursuant to the Planning Application substantially in the form of the draft permission appended to this Deed;

Practical Completion

the date that a certificate of practical completion is issued pursuant to a building contract or contracts in respect of the relevant part of the Development or the date on which the Development or the relevant part of the Development is practically completed in accordance with the building contract or contracts;

Provided

- (a) ready for Occupation; and
- (b) in a Serviced Condition; and
- (c) a binding contract has been entered into with an Affordable Housing Provider in relation to the acquisition of no less than a 125 year leasehold interest in the Recorder House Dwellings unless otherwise agreed in writing by the Council

And the term "Provide" shall be construed accordingly;

Public Subsidy

funding for the Council and/ or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development and/or the Recorder House Development;

Recorder House Development the development of land known as 539 High Road Ilford (former Recorder House) pursuant to planning permission 4570/18_and the associated s106 agreement to provide the Recorder House Dwellings

Recorder House Dwellings

the total number of units of Affordable Housing of the tenures and sizes of units as set out in the table providing off Site in lieu Affordable Housing for the Development;

Unit type	Studio (1b/1p)	1 bed (1b/2p)	2 bed (3 and 4 person)	3 bed (5 and 6 person)	Total		
Affordable Rented Housing Units	0	9	31	24	<u>64</u>		
Shared ownership Units	0	<u>24</u>	<u>46</u>	<u>0</u>	<u>70</u>		
<u>Total</u>	<u>0</u>	<u>33</u>	<u>77</u>	<u>24</u>	<u>134</u>		

Residential Travel Plan

a residential travel plan for the BTR Units to encourage use of sustainable modes of transport;

Sale

(a) the Sale of the freehold of a Component; or

(b)the grant of a lease of a Component with a term of 125

years or more and subject to nominal rent and "Sold" shall be construed accordingly;

Serviced Condition

in relation to the Recorder House Dwellings the provision of roads, sewers, gas, water, electricity and telecommunications to the boundary to be necessary and

adequate so as to enable such land to be Occupied;

Site

the land against which this Deed may be enforced and being 1-17 Station Road and 16-26 Cranbrook Road Ilford [insert post code] as shown edged red on Plan 1 and as set out in the First Schedule;

Structural Completion

the date at which the shell and core of the Development have been completed:

Superstructure

any part of a building which is above ground level;

Television and Telecommunications Consultant a suitable body or person approved by the Confederation of Aerial Industries or by the Office of Communications;

Television and Telecommunications First Survey

a baseline television survey carried out by the Television and Telecommunications Consultant to establish the levels of television and telecommunications reception for the properties (commercial and residential) in the Television Survey Area prior to the construction of any part of the SuperstructureCommencement of Development;

Television and Telecommunications Mitigation Measures Television and telecommunications mitigation measures required in respect of the impact on television and telecommunications reception within the Television and Telecommunications Survey Area and which shall have been approved in writing by the Council and submitted in accordance with Paragraph 8 of the Third Schedule and which shall result in the improvement of an external signal so that the television and telecommunications reception returns to at least the level which was established in the Television and Telecommunications First Survey or in the event that the external signal does not return to the level established in the Television and Telecommunications First Survey such measures to set out solutions to return to the level established in the Television and Telecommunications First Survey to include an in-house property solution such as the installation of an alternative television or telecommunications service, the re-pointing of the existing antenna to another transmitter or the relocation of the existing antenna or the installation of a higher gain antenna;

Television and Telecommunications Second Survey

a survey carried out by the Television and Telecommunications Consultant to establish the level of television and telecommunications reception to the properties within the Television Survey Area;

Television and Telecommunications Surveys together the Television and Telecommunications First Survey, the Television and Telecommunications Second Survey and the Television and Telecommunications Third

Survey;

Television and Telecommunications Survey Area

the area to be agreed in writing by the Council for the Television and Telecommunications Surveys;

Television and Telecommunications Third Survey

a final survey carried out by the Television and Telecommunications Consultant to check that the Television and Telecommunications Mitigation Measures have rectified any adverse impact the Development had on properties within the Television Survey Area to at least to the level identified in the Television First Survey;

Working Day

a day other than a Saturday or Sunday, Christmas Day, Good Friday or bank holiday;

Work Redbridge for Business

the Job Brokerage Service operated by the London Borough of Redbridge which identifies suitably qualified and/or experienced job-seekers and matches candidates to suitable job vacancies or such other successor body from time to time;

Workspace

the office (Class B1) floorspace area within the Development shown on plan 1 in Schedule7;

Workspace Provider

Access Workspace or a workspace provider being a company or organisation approved by Work Redbridge for Business;

Workspace Provider Business Plan

a business plan detailing how the Workspace will be designed fitted out and used flexibly for a range of Occupiers, uses and tenures to include details of the Workspace Provider to be engaged by the Owner to assist with the design, delivery and ongoing Occupancy of the Workspace by Local SMEs.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as being interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or reenactment of that Act for the time being in force and shall include all instruments, orders,

- plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to the Acts.
- 3.2 The covenants, Undertakings, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and Undertakings pursuant to Section 16 of the 1974 Act and are enforceable by the Council as local planning authority against the Owner and the Owner's successors in title and assignees and which bind the Site.
- 3.3 To the extent only that any of the obligations in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:
 - 4.1.1 the grant of the Planning Permission; and
 - 4.1.2 the Commencement of Development

save for the provisions of Clauses 8.1, 8.3, 10, 11, 12, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The First Owner covenants with the Council so as to bind the First Owner's Land as set out in the Schedules hereto.
- 5.2 The Second Owner covenants with the Council so as to bind the Second Owner's Land as set out in the Schedules hereto.
 - 5.3 The First Owner and Second Owner will on completion of this Deed register a notice of the terms of this Deed on the Charges Register of title numbers referred to in Recitals B and C and will inform the Council's solicitors in writing as soon as such registration has been noted by the HM Land Registry.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Schedule 6.

7 WARRANTY

7.1 The Owner warrants that it has full power to enter into this Deed and that no person other than the Owner has any legal or equitable interest in the Site or whose consent is necessary to make the Deed binding on the Site and the Owner and any estates and interests therein.

8 MISCELLANEOUS

8.1 The First Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 8.3 This Deed shall be registrable as a local land charge by the Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required to be given or reached or taken by any party under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 8.5 Any notice (including all notices under the Third Schedule paragraphs 1 and 2) made under the terms of this Deed is to be made in writing and shall be deemed to have been properly served if sent by recorded delivery or delivered by hand and signed for by the following officer at the addresses specified in this Deed and addressed as follows:
 - 8.5.1 in relation to the Council to be given or served at the address given in this Deed and addressed to the Strategic Head of Planning and Building Control; and
 - 8.5.2 in relation to the Owner to its registered office for the time being for the attention of the Company Secretary at the address on the first page hereof

For the avoidance of doubt any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Strategic Head of Development and Building Control.

- 8.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall following a request in writing from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or its interest in the part of the Site in respect of which the breach subsists but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.10 The planning obligations and undertakings contained within this Agreement shall not be binding upon nor enforceable against:
 - 8.10.1 a statutory undertaker (and to any persons deriving title through or under them) insofar as and to the extent that the relevant undertaker is occupying the relevant part of the Site in its capacity as a statutory undertaker;
 - 8.10.2 individual Occupiers of a single BTR Unit (and to any persons deriving title through or under them) other than paragraph 2 of Schedule 4 subject always to the extent that the provisions of Schedule 4 are relevant to an individual's Occupation;
 - 8.10.3 individual Occupiers in occupation of a single part of the Business Space (and to any persons deriving title through or under them) other than paragraph 2 of Schedule 3.
- 8.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.12 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

8.13 Any chargee or mortgagee from time to time of the whole or any part of the Site shall not be liable for the breach of any planning obligations or other provisions of this Deed unless and until (a) the said chargee or mortgagee takes possession of the Site (in whole or in part) in which case it too will be bound by the obligations as if it were a person deriving title from the Owner and (b) until such time as the said chargee or mortgagee disposes of its interest in the Site save that in the case of (b), the charge or mortgagee will remain liable for any breach of any planning obligations which arose while it was in possession and have not been remedied.

9 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed (other than the ongoing on-street Parking Permit obligations contained in paragraph 2 of Schedule 3) have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan SAVE FOR in relation to the Disposal of individual BTR Unit to individual private owners.

11 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 DISPUTE PROVISIONS

- 13.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an Expert whose decision shall be final and binding on the parties in the absence of manifest error or fraud and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an Expert and his decision shall be final and binding on all parties in the absence of manifest error or fraud and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

13.3 Any Expert howsoever appointed:

13.3.1 shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than

twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation;

- 13.3.2 subject to Clause 13.6 act as an Expert and not an arbitrator.
- 13.3.3 shall in reaching a decision take due and proper account of planning policies
- 13.4 The Expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.
- 13.5 The provisions of this clause shall not affect the ability of any party to seek the resolution of any dispute through the Courts
- 13.6 The Owner or the Council may elect when giving notice under Clause 13.1 or 13.2 for the Expert to act as an arbitrator under the Arbitration Act 1996.

14 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

15 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1 DETAILS OF THE OWNER'S TITLE AND DESCRIPTION OF THE SITE

The freehold land at 1-17 Station Road & 16-26 Cranbrook Road, Ilford registered at the HM Land Registry under title number EGL53240, NGL130882 and EGL423302



SCHEDULE 2 FORM OF NOTICE OF DRAFT PLANNING PERMISSION



SCHEDULE 3 THE OWNER'S COVENANTS WITH THE COUNCIL

The Owner covenants with the Council as follows:

1. NOTICES

- 1.1. Not to do any of the following until it has given the Council at least 7 Working Days' notice of the date on which it intends to do so:
 - 1.1.1. Commence Development
 - 1.1.2. first Occupy:
 - (i) any part of the Development;
 - (ii) any part of the Business Space;
 - (iii) the first BTR Unit(s);
 - (iv) more than 50% of the BTR Units;
 - (v) more than 75% of the BTR Units;
 - (vi) more than 80% of the BTR Units;
 - (vii) more than 90% of the BTR Units.
 - 1.1.3. Dispose of more than 75% of the BTR Units.
- 1.2. To give the Council notice immediately following the occurrence of:
 - 1.2.1. any of the events referred to in paragraphs 1.1.1 to 1.1.3;
 - 1.2.2. Commencement of the Recorder House Development;
 - 1.2.3. Substantial Implementation;
 - 1.2.4. Provision of 50% of the Recorder House Dwellings;
 - 1.2.5. Provision of 100% of the Recorder House Dwellings;
 - 1.2.6. Structural Completion;
 - 1.2.7. Practical Completion of the Development.

2. ON-STREET PARKING PERMIT CAPPING

- 2.1. Not to allow the Occupation of any BTR Unit until the potential Occupier of such BTR Unit has been notified of the restrictions set out in paragraphs 2.2 and 2.3 below and the Owner covenants to procure that these restrictions are included in any freehold transfer, lease, tenancy, option, licence or other Disposal of a BTR Unit to any residential Occupier.
- 2.2. A BTR Unit shall not be used and/or Occupied by any Occupier who has at the date they use and/or Occupy the BTR Unit a Parking Permit to park a Motor Vehicle in a Parking Bay or a contract to park a Motor Vehicle in any car park owned controlled or licensed by the Council unless such Occupier is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 and for the avoidance of doubt any Occupier whilst residing using and or Occupying a BTR Unit will not be eligible to and shall not purchase or procure the purchase of a Parking Permit for a Parking Bay within a controlled parking zone within the London Borough of Redbridge.
- 2.3. To ensure that prior to Occupying any BTR Unit each new Occupier is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle in a Parking

Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 2.4. Not to allow the Occupation of any part of the Business Space until the potential Occupiers of such Business Space have been notified of the restrictions set out in paragraphs 2.5 and 2.6 below and the Owner covenants to procure that these restrictions are included in any freehold transfer, lease, tenancy, option, licence or other Disposal of any Business Space to any Business Space Occupier.
- 2.5. The Occupiers of the Business Space units shall be prohibited from applying for a Business Parking Permit to park a Motor Vehicle in a Business Parking Permit Bay in connection with their Occupation or a contract to park a Motor Vehicle used in connection with their Occupation in any car park owned controlled or licensed by the Council during their Occupation of the Business Space units unless such Occupier (or one of their Directors, employees or other person engaged in the business) is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 and for the avoidance of doubt any Occupier whilst residing using and or Occupying the Business Space will not be eligible to and shall not purchase or procure the purchase of a Parking Permit for a Parking Bay within a controlled parking zone within the London Borough of Redbridge.
- 2.6. To ensure that prior to Occupying any Business Space each new Occupier is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle in a Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

3. LOCAL LABOUR AND APPRENTICES

- 3.1. To:
 - 3.1.1. use reasonable endeavours to ensure that a minimum of 20% of the total number of employees employed;
 - (i) for the Construction Phase of the Development is Local Labour;
 - (ii) for the Operational Monitoring Phase of the Development is Local Labour;
 - 3.1.2. notify Work Redbridge for Business or any other subsequent organisation of all vacancies for employees, self-employed, sub-contractors, apprenticeships, training opportunities and any other form or type of employment or service arising from construction of the Development or operational use of the Development:
 - (i) before and throughout the Construction Phase of the Development and Operational Monitoring Phase of the Development; and
 - (ii) such notice of any vacancies to be given as soon as reasonably practicable and in any event within five Working Days of a vacancy becoming available;
 - 3.1.3. submit the following to the manager at Work Redbridge for Business no less than 3(three) months before Commencement (and not to Commence until they have been submitted and approved in writing by the Council);
 - (i) a full and detailed labour plan for the full duration of the Construction Phase projecting the number of vacancies and identifying what skills/trade requirements, employment and services are needed for the Development throughout the Construction Phase;
 - (ii) a programme for the employment of Apprentices at a minimum of 1 apprentice per £3m construction build cost during the Construction Phase in

construction or related building trades (to include bricklaying (if any) carpentry, electrical, plumbing and plastering) for its written approval such programme to include a timetable for the recruitment of the Apprentices and provision for the replacement of any Apprentice who leaves their apprenticeship within four months of its start date ("the Apprenticeship Programme");

- 3.1.4. submit the following to the manager at Work Redbridge for Business no less than 3 (three) months before the Occupation of the Business Space (and not to Occupy the Business Space until they have been submitted and approved in writing by the Council) a full and detailed labour plan for any Operational Monitoring Phase projecting the number of vacancies and identifying what skills/trade requirements, employment and services are needed for the Business Space throughout the Operational Monitoring Phase;
- 3.1.5. fully co-operate with Work Redbridge for Business following submission of the labour plans (paragraphs 3.13 and 3.14 above) to broker Local Labour into job vacancies:
- 3.1.6. provide Work Redbridge for Business with the Labour Return every 3 (months) months during the Construction Phase and every 6 (six) months in respect of the relevant Operational Monitoring Phase; and
- 3.1.7. appoint and provide to Work Redbridge for Business the details of a single point of contact in respect of the provision of Local Labour and Apprentices.

4. LOCAL PROCUREMENT

4.1. To

- 4.1.1. use its reasonable endeavours to ensure that it, its agents contractors and sub-contractors achieve 20% local procurement averaged across the entire construction procurement spend on all goods and services by the Owner or its agents, contractors and sub-contractors in respect of the construction of the Development; and
- 4.1.2. achieve this by:
 - (i) before Commencement of Element 1, submitting to the Council for its written approval the Local Procurement Strategy (and not Commencing the Development of Element 1 until the Local Procurement Strategy has been submitted to and approved in writing by the Council);
 - using its reasonable endeavours to ensure that the Owner its agents contractors and subcontractors (as the case may be) implement and comply with the Local Procurement Strategy until the Construction Phase is complete;
 - (iii) including in any tender documentation for the Development provided to its agents contractors and sub-contractors details of the provisions of this paragraph;
- 4.1.3. within the timescales set out in the Local Procurement Strategy provide a report detailing the performance of the Owner its agents contractors and subcontractors in achieving the 20% local procurement target including details of:
 - (iv) all Local SMEs sent a tender enquiry or a tender invitation by the Owner its agents contractors or sub-contractors together with details of the tender inquiry or tender invitation and the outcome;

- (v) all Local SMEs who are suppliers of goods and services that are used by the Owner its agents contractors or subcontractors together with the value of the goods and services and types of goods and services; and
- 4.1.4. To appoint and provide to Work Redbridge for Business the details of a single point of contact in respect of the local procurement provisions of this paragraph.

5. RESIDENTIAL TRAVEL PLAN

- 5.1. Not to Occupy the <u>Development_BTR Units</u> until the Residential Travel Plan has been submitted to the Council.
- 5.2. To implement and comply with the requirements of the Residential Travel Plan in accordance with the timescales set out therein.

6. BUSINESS SPACE TRAVEL PLAN

- 6.1. Not to Occupy the Business Space until the Business Space Travel Plan has been submitted to the Council.
- 6.2. To implement and comply with the requirements of the Business Space Travel Plan in accordance with the timescales set out therein.

7. TV RECEPTION MITIGATION

- 7.1. Not to build any part of the Superstructure until it has submitted the Television and Telecommunications First Survey to be completed no later than 10 Working Days prior to its submission.
- 7.2. Report in writing to the Council the details of any complaints received from owners and occupiers of properties in the Television and Telecommunications Survey Area about their television and telecommunications reception being adversely affected within ten Working Days of receipt together with details of the Television and Telecommunications Mitigation Measures to be undertaken in respect of any complaint regarding television and telecommunications reception considered by the Television and Telecommunications Consultant to have been adversely affected by the Development and the timescale for carrying out the measures.
- 7.3. As soon as reasonably practicable following the Structural Completion of the Development the Owner shall:
 - 7.3.1. carry out the Television and Telecommunications Second Survey and submit the results to the Council in writing within 10 Working Days and shall not allow the Occupation of the Development until this had been done;
 - 7.3.2. in the event that the Television and Telecommunications Second Survey results show a reduction in the quality of the television and telecommunications reception from that which existed at the date of the Television and Telecommunications First Survey to one or more of the properties in the Television and Telecommunications Survey Area (and that this is in the opinion of the Television and Telecommunications Consultant due to the Development), carry out and complete the Television and Telecommunications Mitigation Measures to the written satisfaction of the Council within a timescale agreed with the Council having regard to the type of mitigation measures required and shall not unless otherwise agreed in writing with the Council permit the Occupation of the Development until this has been done.
- 7.4. Within 6 weeks of the satisfactory completion of the Television and Telecommunications Mitigation Measures (if any) the Owner shall:
 - 7.4.1. carry out the Television and Telecommunications Third Survey and submit the results to the Council in writing within 10 Working Days and shall not permit the Occupation of the Development until this has been done;

- 7.4.2. in the event that the Television and Telecommunications Third Survey results show a reduction in the quality of the television and telecommunications reception from that which existed at the date of the Television and Telecommunications First Survey to one or more of the properties in the Television and Telecommunications Survey Area and that this is in the opinion of the Television and Telecommunications Consultant is due to the Development, the Owner shall carry out and complete further Television and Telecommunications Mitigation Measures to the properties affected to the written satisfaction of the Council in a timescale to be agreed with the Council.
- 7.5. All costs associated with the appointment of the Television and Telecommunications Consultant, the conducting of the Television and Telecommunications Surveys and any required Television and Telecommunications Mitigation Measures shall be borne entirely by the Owner.

8. CARBON OFF-SET FUND

- 8.1. The Owner shall pay the Council the Carbon Off- set Fund Contribution in two equal tranches as follows:
 - 8.1.1. 50% of the Carbon Off-set Fund Contribution prior to the Occupation of the BTR Units
 - 8.1.2. the balance of the Carbon Off-set Fund Contribution prior to the Occupation of more than 50% of the BTR Units.
- 8.2. Not to cause or permit the Occupation of more than 50% of the BTR Units until the Owner has paid the Carbon Off-Set Contribution to the Council.

9. WORKSPACE

- 9.1. To identify a Workspace Provider before first Occupation of the Workspace.
- 9.2. Prior to Occupation of any BTR Unit the Workspace Provider Business Plan shall be submitted to the Council for their written approval.
- 9.3. Not to Occupy of cause Occupation of any BTR Unit until:-
 - 9.3.1. the Workspace Provider Business Plan has been approved by the Council; and
 - 9.3.2. the Workspace has been Practically Completed and it is ready for first Occupation; and
 - 9.3.3. notice of the Practical Completion of the Workspace has been given to the Council.
 - 9.3.4. To provide to the Council annually within 20 Working days of the first anniversary of the notice of Practical Completion of the Workspace a progress report required to be submitted to the Council for the first ten years on each subsequent anniversary of said notice which states the number of Local SMEs that have been accommodated and supported in the Workspace by the Workspace Provider.

10. HABITATS MITIGATION

- 10.1 The Owner shall pay the Council the Habitats Mitigation Contribution prior to Commencement of the Development
- 10.2 Not to cause or permit Commencement of the Development until the Owner has paid the Habitats Mitigation Contribution

11. MONITORING

11.1. Not to Occupy or permit the Occupation of the Development until the Monitoring Fee has been paid the Council.



SCHEDULE 4 BUILD TO RENT UNITS COVENANT AND OCCUPATION OF THE DEVELOPMENT LINKED TO THE RECORDER HOUSE DEVELOPMENT

DEFINITIONS

Clawback Disposal

a Disposal of [all the BTR Units or a Disposal of a specified number of BTR Units at the same time (where the number of BTR units to be Disposed has first been agreed and approved in writing by the Council)] during the Covenant Period other than:

(a) a letting of a BTR Unit in accordance with the Approved Residential Management Plan; or

(b) a Disposal that is part of a Disposal of the entirety of the BTR Units to a single purchaser where the BTR units are to be let in accordance with the Approved Residential Management Plan;

Clawback Amount

a sum of money (A) to be paid prior to a Clawback Disposal and to be determined by the Council under paragraphs 2.3 to 2.6 of schedule using the following formula:

A=B-C

where:

B is the Market Value of the relevant number of BTR Units to be valued on the assumption that of the BTR units are to be sold free of the restrictions contained in paragraph 1 of this Schedule and based on the consideration to be paid under that Clawback Disposal for each BTR Unit which is intended to be Disposed; and

C is the value of the relevant number of BTR Units calculated as follows:

 $Y \times Z$

Where:

Y = the total square footage of the relevant BTR Units

Z = £473507.64 (which represents the value per square foot calculated by taking the total value of the BTR Units as set out in the DS2 Development Appraisal dated 19 September 2019 prepared by R Speechey being £128,892924,400 and dividing the total value by the total area of the BTR Units which is 253,966 sq ft),

and adjusted by the percentage change in the average rental values for the Council's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function) between September 2019 and the date of the calculation;

PROVIDED THAT the aggregate total amount payable in respect of the Clawback Amount(s) shall not exceed

Commented

]: This does not confirm with our guidance.

It should read:

C is the value of the Market Housing Units as set out in the Application Stage Vlability Appraisal and as adjusted by the percentage change in the average rental values for the Council's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function)

£1,117,000 ("the Clawback Amount Cap");

Commented

: How is this calculated? Why is there a cap.

Covenant Period

15 years starting from Practical Completion of all the BTR

Units:

Commented 3]: Will there be opportunities for this to be extended? If so, pe rhaps update definition so that it is 15 years as a

Contract:

any binding contract or contracts for the Recorder House Development;

Commented [4]: More text her to explain that this relates to the development and delivery of Recorder House

Market Value of the BTR Units

for the purposes of the definition of the Clawback Amount the price paid or if the relevant BTR Units have not been sold the price at which the Sale of the relevant property interest would have been completed unconditionally for cash consideration assuming a willing seller and the willing buyer and that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

Plan

Residential Management a plan setting out management principles for the BTR Units and which shall include the following requirements unless otherwise agreed in writing with the Council:

- (a) each BTR Unit shall be self-contained and let separately for residential use;
- the length of each lease of each BTR Unit shall be offered at a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (c) each lease of each BTR Unit shall contain a break clause allowing the tenant to end the lease any time after the first six months of the lease with 2 [two] months' notice;
- (d) the BTR 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 some daily on-site presence;
- (iii)is part of an accredited ombudsman scheme;
- (iv)is a member of the British Property Federation and/or regulated by the Royal Institute of Chartered Surveyors;
- (v)complies with the Royal Institute of Chartered Surveyors Private Rented Sector Code (as revised from time to time);
- (vi) has a complaints procedure; and
- (vii) must not charge up-front fees of any kind to tenants or prospective tenants other than

Commented [VH5]: One months notice

deposits and rent paid in advance; and

(e) all rent increases within the term of each lease of each BTR Unit shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy.

subject to any minor amendments as may be agreed in writing with the Council from time to time;

1. BUILD TO RENT PROVISION

- 1.1. The Owner shall for the duration of the Covenant Period:
 - 1.1.1. construct the BTR Units;
 - 1.1.2. not Occupy or cause or permit the Occupation of any BTR Units until the Residential Management Plan has been submitted to and approved by the Council:
 - 1.1.3. provide the BTR Units in accordance with the approved Residential Management Plan;
 - 1.1.4. not Occupy or cause or permit the Occupation of the BTR Units except in accordance with the approved Residential Management Plan; and
 - 1.1.5. upon reasonable notice from the Council and no more frequently than every twelve months, provide to the Council such evidence as the Council reasonably requires to demonstrate the Owner's compliance with the approved Residential Management Plan;
 - 1.2 FOR THE AVOIDANCE OF DOUBT any BTR Units shall cease to be bound by the provisions of paragraph 1 of this Schedule:
 - 1.2.1 upon the expiry of the Covenant Period; **OR**
 - 1.2.2 a Clawback Disposal in respect of any of BTR Units (PROVIDED THAT the Owner has paid the Clawback Amount);

BUT FOR THE AVOIDANCE OF DOUBT any of the BTR Units to which a Clawback Disposal does not apply shall remain as BTR Units for the Covenant Period unless any such BTR Units subsequently are subject to a Clawback Disposal.

2. BUILD TO RENT COVENANT

- 2.1. Subject to paragraph 2.8 of this schedule, the Owner shall not cause or permit a Clawback Disposal unless and until the Clawback Amount has been paid to the Council.
- 2.2. Not less than [30]Working Days before the anticipated date of a Clawback Disposal, the Owner shall give notice in writing to the Council of such Clawback Disposal including the following information:
 - 2.2.1. the anticipated date of that Clawback Disposal;
 - 2.2.2. the BTR Unit(s) which are intended to be Disposed and its size in m² and number of habitable rooms;
 - 2.2.3. the amount of consideration to be paid under that Clawback Disposal for each BTR Unit which is intended to be Disposed (including documentary evidence);
 - 2.2.4. the Owner's calculation of the Clawback Amount; and

- 2.2.5. the identity and address of the person(s) to whom the BTR Unit(s) are intended to be Disposed.
- 2.3. The Council shall assess the information submitted under paragraph 2.2 of this schedule to determine the Clawback Amount.
- The Council may appoint an external consultant to assess the information submitted 2.4. under paragraph 2.2 of this schedule and to determine the Clawback Amount.
- If the Council and/or its external consultant requests from the Owner further information 2.5. or evidence to determine the Clawback Amount, the Owner shall provide any reasonably required information to the Council and/or the external consultant (as applicable and with a copy to the other party) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or its external consultant has all the information it reasonably requires to determine the Clawback Amount.
- 2.6. The Council shall notify the Owner in writing of the Clawback Amount and shall use reasonable endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 2.2 of this schedule.
- 2.7. The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 2.2 of this schedule and in determining the Clawback Amount including those of any external consultant appointed under paragraph 2.4 of this schedule within 20 Working Days of receipt of a written request for payment.
- 2.8. If the Council has not notified the Owner in writing of the Clawback Amount within 30 Working Days of receipt of the information submitted under paragraph 2.2 of this schedule, the Owner may cause or permit a Clawback Disposal once it has paid to the Council an amount that the Owner reasonably estimates to be the Clawback Amount (the "Estimated Clawback Amount") PROVIDED THAT no later than 10 Working Days after the Council notifies the Owner in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with clause 13, no later than 10 Working Days after the final determination of the Clawback Amount):
 - if the Clawback Amount is more than the Estimated Clawback Amount the Owner shall pay to the Council the difference between the Clawback Amount and the Estimated Clawback Amount together with interest accrued on such difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference calculated in accordance with clause 13; OR
 - 2.8.2. if the Clawback Amount is less than the Estimated Clawback Amount the Council shall pay to the Owner the difference between the Clawback Amount and the Estimated Clawback Amount together with interest accrued on such difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference calculated in accordance with clause 13.
- The Council shall use the Clawback Amount to provide affordable housing (as defined in 2.9. Annex 2 of the National Planning Policy Framework) within its administrative area. The Owner shall notify the Council in writing promptly upon the completion of each and every Clawback Disposal.

3. OCCUPATION LINKED TO THE RECORDER HOUSE DEVELOPMENT

- 3.1. Not to Commence the Development until the Recorder House Development has been granted planning permission and thereafter:
 - the Owner shall send an extract of the draft Contract for the Council's written approval demonstrating that the Contract will secure the Provision of the Recorder House Dwellings either:

Commented :: This is not defined.

- 3.1.1.1. by the Owner being responsible for the construction of the Recorder House Dwellings; or
- 3.1.1.2. in the event that the Owner is not responsible for the construction of the Recorder House Dwellings, by the inclusion of step in rights for the Owner to deliver the Recorder House Dwellings in the event of default by the contracting party or such other contractual mechanism to secure the delivery of the Recorder House Dwellings as may be agreed; and
- 3.1.2 the Contract will procure that the terms of the transfer of the Recorder House Development Site will include the provisions set out paragraphs 3.1.1.1. and 3.1.1.2 of this Schedule for itself and any successor of the Owner and that the Recorder House Development site shall not be disposed without such covenants (or further covenants in respect of the Owners successor) having been provided;
- 3.1.3 unless otherwise agreed with the Council once the relevant Contract has been completed the Owner shall send a certified copy of sufficient parts/extracts of the completed Contract to satisfy the Council that the Contract has been entered into; and
- 3.1.4_in the event that the Owner does not comply with paragraph 3.1.1 and 3.1.2 above then all Development Construction Phase works shall cease until the Contract has been approved by the Council.
- 3.2. Not to cause or permit the Occupation of more than 50% of the BTR Units unless and until 50% of the Recorder House Dwellings have been Provided.
- 3.3. Not to cause or permit the Occupation of more than 80% of the BTR Units unless and until 100% of the Recorder House Dwellings have been Provided.

SCHEDULE 5 VIABILITY REVIEW

DEFINITIONS

Affordable Housing Contribution

the sum generated through the application of the Formula the cumulative total sums of which shall not exceed the Cap PROVIDED THAT any Affordable Housing Contribution paid in respect of previous Relevant Reviews shall be taken into account when determining the Affordable Housing Contribution payable in respect of any subsequent Relevant Reviews;

Application Stage GDV

either:

- (a) in the event that the Owner constructs the Recorder House Development and sells completed units to a registered provider: £174,243,378; OR
- (b) in the event that the Owner sells the land comprised in the Recorder House Development to a registered provider who then constructs the Recorder House Development itself: £137,840,896;

Application Stage Build Costs

either:

- (a) in the event that the Owner constructs the Recorder House Development and sells completed units to a registered provider: £178,340,643; OR
- (b) in the event that the Owner sells the land comprised in the Recorder House Development to a registered provider who then constructs the Recorder House Development itself: £132,0400,000;

Being the estimated Build Costs at time of the grant of the Planning Permission of the Development and the Recorder House Development:

Build Costs

the actual and estimated build costs of the Development and <u>(if appropriate)</u> the Recorder House Development including:

- (i) Construction Costs; and
- (ii) Exceptional Costs

supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Owner's quantity surveyor, costs

1

consultant or agent

and for the avoidance of doubt building costs excludes all internal costs of the Owner including but not limited to:

- (a) project management costs
- (b) overheads and administration expenses;
- (c) professional, finance, legal and marketing costs

to be assess by the Council;

Construction Costs

all construction costs relating to those parts of the Development and (if appropriate) the Recorder House Development including demolition costs and external works

Development Viability Information

information to demonstrate how the following inputs into the Formula have been calculated:

- (i) estimated and actual GDV; and
- (ii) estimated and actual Build Costs;

and including in each case supporting evidence to the Council's reasonable satisfaction;

Early Stage Review

the viability review appraisal to be submitted in accordance with paragraph 2 of this schedule;

Early Stage Review Build Costs

the Build Costs inputted into the Formula in respect of the Early Stage Review;

Early Stage Review Date

the date of submission of the development viability information and other information pursuant to paragraph 2.1 of this schodule:

Early Stage Review GDV

the GDV inputted into the Formula in respect of the Early Stage Review

Estimated Build Costs

in respect of the Development and (if appropriate) the Recorder House Development (where applicable) at the Relevant Review Date the sum of the estimated (or actual) as applicable Build Costs incurred or remaining to be incurred;

Exceptional Costs

any Planning Payments and other exceptional or unknown costs associated with the Development such as remediation, decontamination, archaeological works, and utilities infrastructure works which were not included in the Viability Assessment or are higher than those included in the Viability Assessment but which are evidenced to be costs arising in relation to the Development or the Recorder House Development (or any parts thereof) (as appropriate)

External Consultant

the external consultant(s) appointed by the Council to assess the Development Viability Information;

FORMULA

X = ((A - B) - (C - D) - P)

(X (Surplus) multiplied by The Fraction) minus the Deficit =

Affordable Housing Contribution

where:

A = estimated gross development value ("GDV") (and, if appropriate, actual GDV of any Disposed elements) of the Development and (if appropriate) the Recorder House Development (where applicable) as determined at the time of review (£)

B = Application Stage GDV or (if applicable) the Early Stage Review GDV

C = Estimated Build Costs (and, if appropriate, actual Build Costs of any Disposed elements) of the Development and (if appropriate) the Recorder House Development (where applicable) as determined at the time of review (\mathfrak{L})

D = Application Stage Build Costs or (if applicable) the Early Stage Review Build Costs

P = (A - B) multiplied by Y (developer profit on change in GDV (£))

Y = Developer profit as a percentage of GDV as determined at the application stage (%) (being [13.7<mark>5</mark> %)

X = Surplus

DEFICIT = either:

(a) in the event that the Owner constructs the Recorder House Development and sells completed units to an Affordable Housing Provider: £77,996,092; OR

(b) in the event that the Owner sells the land comprised in the Recorder House Development to an Affordable Housing Provider who then constructs the Recorder House Development itself: £60,606,000

The Fraction = 1 in the case of the Early Stage Review and 0.6 in the case of the Late Stage Review

which review shall use the same assumptions as were applied in respect of the Viability Assessment;

[: This point is not agreed between the parties. The Council's position is that this should be 13.75%, the Developer's that this should be 15%.

Commented [8]: LPA suggested profit of 13.75% now agreed

GDV

in respect of the Formula the sum of:

- (a) the value of the gross receipts from any Sale or Disposal (as applicable) of the Components of the Development and (if appropriate) the Recorder House Development prior to the Relevant Review Date;
- (b) the Market Value of any Components of the Development and <u>(if appropriate)</u> the Recorder House Development prior to the Relevant Review Date but not Sold or Disposed (as applicable); and
- (c) all Public Subsidy for the Development and (<u>if appropriate</u>) the Recorder House Development and related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);
- (d) in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under
 (a) and evidence of rental values achieved for different Components of the Development under (b);

Late Stage Review

the viability review appraisal to be submitted in accordance with paragraph 3 of this schedule;

Late Stage Review Date

the date on which 75% of the BTR Units at the Development have been Disposed as confirmed to the Council's satisfaction (paragraph 3.3 of this Schedule)

Market Value

the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing, and where the parties had acted knowledgeably, prudently and without compulsion;

Planning Payments

any costs which were not set out in the Viability Assessment (which for the avoidance of doubt is £4,165,174 in respect of Community Infrastructure Levy and £38,554 in respect pf s.106) or are higher than those included in the Viability Assessment relating to payments due pursuant to the Community Infrastructure Levy Regulations 2010, s.106 of the Town and Country Planning Act, s.38 or s.278 of the Highways Act or any other planning or highways agreement entered into in connection with the Development of the Recorder House Development;

Substantial Implementation

the in respect of the Recorder House Development the construction of the ground floor slab;

Substantial Implementation Target Date

the date 27 months from but excluding the date of the grant of the Planning Permission;

Relevant Review

the Early Stage Review or the Late Stage Review as applicable;

Relevant Review Date

the Early Stage Review Date or the Late Stage Review Date

(as the context permits);

Viability Assessment

the viability assessment dated 19 September 2019 prepared by of DS2 Development Appraisal and emails from DS2 (Jack Savin-Taylor) dated 20 September 2019 & 23 September 2019 to BPS Surveyors (Kyle Gellatly) and BPS Surveyors (Kyle Gellatly) response emails to DS2 (Jack Savin-Taylor) of the 20 September 2019 and 24 September 2019.

The Owner covenants with the Council as follows:

EARLY STAGE REVIEW

1. EARLY REVIEW TRIGGER

- 1.1. The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2. No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3. Following the Owner's notification pursuant to paragraph 1.1 of this schedule, the Owner shall afford the Council access to the Recorder House Development site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 1.4. No later than 20 Working Days after the Council receives
 - (a) notice pursuant to paragraph 1.1 of this schedule; or
 - (b) if the Council makes a request under paragraph 1.2 of this schedule, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5. If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 of this schedule that Substantial Implementation has been achieved PROVIDED THAT in the event that the Owner and the Council cannot agree whether Substantial Implementation has taken place within 1 month of the Owner's notification pursuant to paragraph 1.1 either party may refer the dispute for determination by an Expert pursuant to clause 13.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AT EARLY STAGE REVIEW

- 2.1. Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of this schedule):
 - (a) the Owner shall submit the Development Viability Information and its calculation as to whether an Affordable Housing Contribution is payable no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.6 of this schedule 5 that Substantial Implementation has not been achieved, on the basis that the Council may make any such information (which is not commercially sensitive) publicly available
 - (b) paragraphs 5 (assessment procedure) and 6.1 (delivery) of this schedule shall apply.

LATE STAGE REVIEW TRIGGER

3. LATE STAGE REVIEW TRIGGER

- 3.1. The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.
- 3.2. No later than 15 Working Days (or such longer timescale as may be agreed) after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine satisfaction of the Late Stage Review Date.

4. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AT THE LATE STAGE REVIEW

4.1. No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 3 of this schedule the Owner shall submit the Development Viability Information to the Council and its calculation as to whether an Affordable Housing Contribution is payable on the basis that the Council may make any such information (save for any commercially sensitive information) publicly available and paragraph 5 (assessment procedure), paragraphs 6.2 and 6.3 of the schedule shall apply.

5. VIABILITY REVIEW PROCEDURE

- 5.1. The Council shall assess the information submitted pursuant to paragraphs 2 and 4 of this schedule in respect of the Relevant Review and assess whether in its view any Affordable Housing Contribution is payable and for the avoidance of doubt the Council will (acting reasonably) be entitled to rely on its own evidence in determining inputs into the Formula subject to such evidence also being provided to the Owner.
- 5.2. The Council may appoint an External Consultant to assess the information submitted pursuant to paragraphs 2 and 4 of this schedule.
- 5.3. In the event that the Council and/or an External Consultant requires further supporting evidence or information then the Owner shall provide any reasonably required information to the Council or the External Consultant within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view in respect of the Relevant Review any Affordable Housing Contribution is payable.
- 5.4. When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraphs 2 and 3 of this schedule, the Council shall notify the Owner in writing within 10 Working Days of the Council's decision in respect of

the Relevant Review as to whether any Affordable Housing Contribution is payable PROVIDED THAT in the event that the Council or its External Consultant has not completed its assessment within 40 Working Days of the receipt of the information referred to in paragraph 5.1.1 above either party may refer the matter to expert determination pursuant to clause 13.

- 5.5. The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted by the Owner pursuant to this schedule including those of the External Consultant to a maximum of £10,000 (ten thousand pounds) or such other maximum sum as may be agreed in writing between the Council and the Owner within 20 Working Days of receipt of a written request for payment.
- 5.6. Following the Council's notification of its decision pursuant to paragraph 5.4 and until a date following 10 Working Days following the date of the Council's decision, the Council or the Owner may refer the matter to dispute resolution pursuant to clause 13 of this Deed to determine the amount of any Affordable Housing Contribution (as applicable) but otherwise the Council's decision is binding on the parties.

6. DELIVERY/ PAYMENT TRIGGER DATES

Early Stage Review

- 6.1. Where it is determined pursuant to paragraph [5.4] that an Affordable Housing Contribution is payable in respect of the Early Stage Review:
 - 6.1.1.1. to pay the Affordable Housing Contribution to the Council no later than 20 Working Days after such determination; and
 - 6.1.1.2. The Owner shall not Occupy or permit or suffer the Occupation of more than 50% of the BTR Units unless and until the Affordable Housing Contribution has been paid to the Council.

Late review

- 6.2. Where it is determined pursuant to paragraph 5.4 that an Affordable Housing Contribution is payable in respect of the Late Stage Review the Owner shall pay such Affordable Housing Contribution to the Council no later than 20 Working Days after such determination.
- 6.3. The Owner shall not Occupy or permit or suffer the Occupation of more than 90 % of the BTR Units unless and until the Affordable Housing Contribution has been paid to the Council.

SCHEDULE 6 COUNCIL'S COVENANTS

The Council hereby covenants with the Owner:

1. Affordable Housing Contribution

- 1.1. Not to use the Clawback Amount and/or the Affordable Housing Contribution for any purpose other than towards the cost of providing Affordable Housing (as defined in Annex 2 of the National Planning Policy Framework) within the administrative area of the Council.
- 1.2. In the event that upon the expiration of 10 (ten) years after the date on which any Affordable Housing Contribution is paid to the Council there should be any unexpended or uncommitted balance of the contribution to repay the said unexpended or uncommitted balance of the Affordable Housing Contribution (as applicable) to the person who paid it
- 1.3. To provide the Owner with a breakdown of expenditure of the_Clawback Amount and/or Affordable Housing Contribution (as applicable) upon any reasonable request thereof (and subject to the payment of the Council's reasonable and proper costs) in writing provided that any such request shall not be made more frequently than once per annum.

2. Carbon Off-set Fund Contribution

- 2.1. Not to use the Carbon Off-set Fund Contribution for any purpose other than towards the cost of physical improvements or improvement to building energy management system, in public buildings or other projects to reduce carbon emissions generated within the administrative area of the Council.
- 2.2. In the event that upon the expiration of 10 (ten) years after the date on which the Carbon Off-set Fund Contribution is paid to the County Council there should be any unexpended or uncommitted balance of the contribution to repay the said unexpended or uncommitted balance of the Carbon Off-set Fund Contribution to the person who paid it.
- 2.3. To provide the Owner with a breakdown of expenditure of the Carbon Off-set Fund Contribution upon any reasonable request thereof (and subject to the payment of the Council's reasonable and proper costs) in writing provided that any such request shall not be made more frequently than once per annum.

3. Habitats Mitigation Contribution

Not to use the Habitats Mitigation Contribution for any purpose other than towards the cost of monitoring impacts on the Epping Forest Special Area of Conservation Mitigation Strategy

4. Monitoring Fee

- 4.1 Not to use the Monitoring Fee for any purpose other than towards the cost of monitoring compliance with this Deed.
- 4.2 The Council shall as reasonably practicable report to the GLA on the following information:
 - 4.2.1 the Council's notification that an Affordable Housing Contribution is required pursuant to paragraph 5.4 of this Schedule; and
 - 4.2.2 if applicable report on the amount of any financial contributions payable under Schedule 4 (Clawback Amount) and towards the Affordable Housing Contribution under Schedule 5.

SCHEDULE 7 PLANS



dp9.co.uk> From: Sent: 17 March 2020 10:39 To: Cc: **Subject:** RE: 4557/18 and 4570/18 Bodgers Station Road 16.3.20 v2.DOCX **Attachments:** (cc'd) has confirmed that the applications were approved by the Mayor yesterday and the Stage 2 should come through shortly. The GLA requested some tweaks to the \$106. See updated version attached and relevant email chain below for clarity. Happy to discuss if helpful. can you please send the final energy condition for the decision notice (or do we still need to discuss this further?). Best, **Station Road** ☐. This s106 is in respect of a BtR scheme of 370 units which are all at market rents □. Effectively includes the Recorder House scheme as a 'component' of this development. That scheme provides the off site affordable housing for Station Road. Occupation of this scheme is conditional on the completion of the off site affordable units. ☐. The clawback provisions include a baseline value £507.64 psf – this is based on a figure of £128,924,400 but this needs to be amended as firstly the gross figure in the appraisal is lower £128,892,400 and secondly this needs to the net figure after the deduction of purchasers costs. On review, it is the net sum that will used in the assessment of GDV as this is money that the Owner will actually receive. The figure should therefore be £473 psf. This can be agreed. However, the Application Stage GDV figure that informs the review mechanism also needs to be adjusted as that is the figure before purchasers costs are deducted. Noted - the s106 needs to be updated . The justification provided for the cap on the Clawback is noted. In these circumstances where the affordable housing includes low cost rent (London Affordable Rent) this can be accepted but can the calculation behind this figure please be provided. The figure has been derived as the difference in RLV between the application scheme and a policy compliant scheme, which is an established approach. The figure has been agreed with the Council in light of the requirements of LP3. Noted In terms of the cap on the affordable housing contribution this should be assessed at the point of review based on the local plan target policy requirement and tenure split rather than a figure specified in the s106. The planning application has been assessed on the adopted Local Plan in accordance with the TCPA. The current cap, as agreed with the Council and their independent viability advisor, is based upon the local plan target policy and tenure split (adopted Policy LP3) ☐. The Application Stage figures for GDV and Build Costs differ based on whether the Owner constructs the affordable housing on the Recorder House site or sells the site to a RP who then develops the site. If the

latter applies, only the Station Road scheme is taken into account in the reviews. As the two sites are linked it would be better to just use the higher figure that includes both sites especially as the definition of both GDV and Build Costs <u>does</u> include both sites. If the developer does dispose of the land to an RP, they won't be in control of the site, so won't have access to the actual values/ actual costs required to properly carry out the review. In this scenario the GDV for the Recorder site will be the receipt that the developer receives for the land, but there will be no cost.

If the review is just to apply to Station Road these definitions needs to be amended accordingly. Agreed. We can insert wording to make this clearer if needed, i.e. under a land disposal to an RP the costs of Recorder House are excluded (but the land receipt is still included). I presume it would be for the Council to choose their preferred option but this is not clear from the drafting. It would be the developer that determines which option through the disposal (or not) of the Recorder House site to an RP, either option secures the delivery of the affordable homes prior to full occupation of Station Road. Noted

- Developer profit we would support the borough's view that this should be based on a blended rate based on 13.75% on GDV in respect of the BtR which accounts for the height of the proposed building and the nature of the delivery. The standard assumption for most schemes would be 12.5%. This is incorrect, DS2 are working on a number of BTR schemes were the GLA has accepted 15%. Indeed, as per our previous email there are specific circumstances that require a higher profit, i.e. a tower building within an existing low value area and single long construction period (and thereby more exposed to market changes and therefore risk), which must be recognised in this instance. The GLAs view is that 12.5% GDV should be the standard allowance for BtR but in this case are prepared to agree 13.75% to allow for the taller building. This is in line with the borough's view. The allowance should be 6% on the affordable housing on the Recorder House site.
- Viability assessment definition refers to a number of emails. It is not clear why these are relevant and any points required for the operation of the s106 should be included in that document for clarity. This was suggested wording from the Council, but we can agree to amend in light of these comments. The S106 can instead directly refer to the final agreed appraisals that have been issued. Noted
- □. The review allows for a substantial deficit of £77.9m in respect of both sites and £60.6m in respect of the Station Road site. These figures are presumably based on agreed BLV's and this may be explained in these emails but can they please be provided. Please refer to the appraisals already provided re the RLVs, and the DS2 viability report provided as part of the application re the BLVs. Noted

Recorder House

This s106 is in respect of standard residential scheme of 134 units which is 100% affordable housing comprising 53% affordable rent (64 units) and 47% shared ownership. (70 units)

I agree with your comments that the main issue is that the affordability of the rented units is not adequately secured and LAR would be preferred. Policy LP3 allows for 'social/affordable rent housing' and the Council has accepted the provision of Affordable Rent. It should be noted that the conclusion of the Council's independent assessor is that neither Recorder House or Station Road can viably support any affordable housing whatsoever.

Associate Director
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mobile:
e-mail:
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From: < redbridge.gov.uk>

Sent: 12 March 2020 11:56

To: dp9.co.uk>
Cc: sharpepritchard.co.uk>
Subject: 4557/18 and 4570/18 Bodgers



Given the Stage 2 referral and the S106s being almost ready I will assume that you are OK if we extend the timescale for these applications to Mon 30 March to allow for deeds to be signed etc should the GLA support the schemes. I shall assume this is the case if you don't respond by 12pm Friday.

Best regards

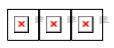
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11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

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From: Sent: 10 March 2020 10:38 To: RE: 4559/4559a - One Station Road Stage 2 Subject: Hi again Could you send me the committee report and s106 agreement? Thanks, Assistant Planner | Spatial Planning 9B4, Endeavour Square, Westfield Avenue, London E20 1JN | | Email: london.gov.uk> From: Sent: 10 March 2020 10:06 To: Cc: Subject: RE: 4559/4559a - One Station Road Stage 2 Hi Yes, it's both applications in a combined Stage 2 **Thanks** From: **Sent:** 10 March 2020 09:56 london.gov.uk> Cc: Subject: RE: 4559/4559a - One Station Road Stage 2 I will handle this, just looking over the material we have here. Could you confirm Anne's query as to whether this concerns both applications? I'll let you know how I progress with this. Cheers, Assistant Planner | Spatial Planning

9B4, Endeavour Square, Westfield Avenue, London E20 1JN Phone:	mail:
TRANSPORT FOR LONDON EVERY JOURNEY MATTERS	
From: Sent: 10 March 2020 09:15 To: Subject: FW: 4559/4559a - One Station Road Stage 2	
Hi ll ,	
Are you able to do this?	
Many thanks,	
From: Sent: 09 March 2020 23:56 To:	
Subject: RE: 4559/4559a - One Station Road Stage 2	
From: @tfl.gov.uk] Sent: 09 March 2020 23:13	
To: Subject: Fwd: 4559/4559a - One Station Road Stage 2	
I am hoping one of can work a miracle.	
It might help speed up things if you sent them your draft report once completed except transport.	
Is it both applications or just ex Bodgers opposite Ilford Station?	
thanks	
Sent from my iPhone	
Begin forwarded message:	
From: Solution Solut	



I have just got back from leave and have had the One Station Road / Recorder House Stage 2 in (Redbridge). Please can you confirm who the officer is? I need comments ASAP (tomorrow or Weds morning at the latest – apologies for the short notice). Committee report and s106 attached.

Many thanks



Principal Strategic Planner
GREATERLONDONAUTHORITY
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020 7983

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From: < dp9.co.uk> **Sent:** 19 March 2020 10:47

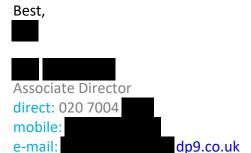
To:

Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106

I must admit- I didn't appreciate that the trigger was proposed to change for these other letters, but looking at it, I don't think its necessarily an issue as we will need to do this work to discharge h) anyway. Let me check with the energy consultant again though.

can it please read as the below for absolute clarity.

<u>Energy</u>: Prior to first occupation/use of the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority in consulation with the GLA (except for paragraphs (b), (d), (e), (h) and (l) below that shall be provided prior to commencement of development of the land shaded red on the Site Delineation Plan reference E1-110-P0).



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From: < redbridge.gov.uk>

Sent: 19 March 2020 10:24

To: | condition of the state of the state

Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106

Thanks

can you check whether these changes to the triggering would be acceptable to your team?

Best regards



Regeneration & Culture London Borough of Redbridge 11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN
Tel: 020 8708
Email: redbridge.gov.uk
Web: www.redbridge.gov.uk
Twitter: @RedbridgeLive
Facebook: www.facebook.com/redbridgelive
Save time, go online: www.redbridge.gov.uk
From: [mailto: london.gov.uk] Sent: 19 March 2020 10:18
To: redbridge.gov.uk>; 's dp9.co.uk> Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106
Yes, I added those as that was in the condition provided by the energy team a few weeks ago, that I thought you'd agreed to?
fine with the 'in consultation with GLA' to be added
Thanks
From: redbridge.gov.uk> Sent: 19 March 2020 10:16 To: dp9.co.uk>; london.gov.uk> Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106
From: < redbridge.gov.uk > Sent: 19 March 2020 10:16 To: < dp9.co.uk >;
From: redbridge.gov.uk> Sent: 19 March 2020 10:16 To: dp9.co.uk>; london.gov.uk> Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106 Vaness added these and stated that this was agreed — please clarify as does not
From: <
From: Sent: 19 March 2020 10:16 To: Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106 Vaness added these and stated that this was agreed — please clarify as does not think that you adding the other lettered paragraphs was agreed. I added your words I thought — plea recheck
From: Sent: 19 March 2020 10:16 To: dp9.co.uk>; Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106 Vaness added these and stated that this was agreed – please clarify as does not think that you adding the other lettered paragraphs was agreed. I added your words I thought – plea recheck Best Regards Principal Planner Regeneration & Culture London Borough of Redbridge
From: Sent: 19 March 2020 10:16 To: Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106 Vaness added these and stated that this was agreed – please clarify as does not think that you adding the other lettered paragraphs was agreed. I added your words I thought – plea recheck Best Regards Principal Planner Regeneration & Culture London Borough of Redbridge 11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

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From: [mailto: Sent: 19 March 2020 10:09 dp9.co.uk]

Twitter: @RedbridgeLive

Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106

This doesn't include my comment below. We need to make it clear that part h) is only prior to commencement of the land shaded red (the tower). Also, its just part h) that is pre-commencement, and you have included others?

Best,



25. <u>Energy</u>: Prior to first occupation/use of the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority (except for para (h) below that shall be provided prior to commencement of development of land shaded red on the Site delineation Plan).



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Ok here is the behemoth of a condition with all your changes included with one change from me in red for your agreement

The GLA will not be the decisionmaking body for the approval of details but of course have expertise to advise the LPA.

Please can you confirm whether you have major issue with this approach?

please confirm whether you accept this condition by Friday.

Condition 25

<u>Energy</u>: Prior to first occupation/use of the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority in consulation with the GLA (except for paragraphs (b), (d), (e), (h) and (l) below that shall be provided prior to commencement of development).

The strategy shall demonstrate how the development will achieve at least a 35% improvement on Part L of the Building Regulations (building emission rate compared to target emission rate). The energy strategy shall include details of:

- (a) baseline energy demand and carbon emissions (regulated and unregulated);
- (b) proposed energy efficiency measures, in line with the Energy Hierarchy;
- (c) any proposed low carbon or decentralised energy (including location, energy source, output, connection arrangements), either on-site and off-site;
- (d) the feasibility for appropriate renewable energy sources, having regard to the site and location, nature of development proposal, and carbon reductions already achieved through the energy hierarchy;
- (e) Calculation of the remaining energy demand and carbon dioxide emissions (regulated and unregulated) for all items within the Owners control, including fabric specifications;
- (f) plans detailing the location of the proposed technologies including any associated machinery and equipment;
- (g) any associated air quality or noise management reports (including mitigation measures);
- (h) The applicant shall submit evidence to the Council, and GLA, outlining the feasibility of incorporating air source heat pumps (at both the roof level and lower level) and details of the proposed heat pumps as part of a hybrid energy solution for approval. The details to be provided on the proposed heat pumps to include:
 - 1. The heat pump's total capacity (kWth);
 - 2. An estimate of the heating and/or cooling energy (MWh/annum) the heat pumps would provide to the development and the percentage of contribution to the site's heat loads;
 - 3. Details of how the Seasonal Coefficient of Performance (SCOP) and Seasonal Energy Efficiency ratio (SEER) has been calculated for the energy modelling. This should be based on a dynamic calculation of the system boundaries over the course of a year i.e. incorporating variations in source temperatures and the design sink temperatures (for space heat and hot water);
 - 4. Manufacturer datasheets showing performance under test conditions for the specific source and sink temperatures of the proposed development. Whether

- any additional technology is required for hot water top up and how this has been incorporated into the energy modelling assumptions;
- 5. An estimate of the expected heating costs to occupants. The cost estimate should include for annual fuel costs, any available subsidies e.g. RHI, annual operations and maintenance costs;
- 6. The expected heat source temperature and the heat distribution system temperature with an explanation of how the difference will be minimised to ensure the system runs efficiently; and
- 7. A commitment to monitor the performance of the heat pump system post-construction to ensure it is achieving the expected performance approved during planning. (It is recommended that boroughs condition this).

The design measures and details that are approved will be implemented.

The applicant shall pursue the design of a hybrid energy strategy to include air source heat pumps (at either the roof level and lower level) subject to no insurmountable barriers to this strategy emerging during the detailed design; and

(I) updated SAP DER sheets and BRUKL worksheets for all stages of the energy hierarchy.

The development shall thereafter not proceed other than in accordance with all the measures as recommended in the approved strategy, which shall be permanently retained and utilised as the main power sources for the development. The measures shall include the installation of a meter to monitor the energy output from the approved systems.

The 'as built' stage Building Regulations Output Document from approved software shall be submitted to the Local Planning Authority within one month of occupation of the development, confirming that the development has achieved a minimum 35% improvement in carbon emissions on Part L of the Building Regulations.

Reason: In order to ensure the optimum energy and resource efficiency measures, low-carbon and decentralised energy, and on-site renewable energy generation and to comply with Policies 5.2, 5.5, 5.6 and 5.7 of the London Plan, Policies LP19, LP19 & LP32 of the Local Plan.

Principal Planner Regeneration & Culture London Borough of Redbridge 11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN Tel: 020 8708 Email: redbridge.gov.uk Web: www.redbridge.gov.uk Twitter: @RedbridgeLive Facebook: www.facebook.com/redbridgelive Save time, go online: www.redbridge.gov.uk [mailto: london.gov.uk] From: Sent: 18 March 2020 17:44 redbridge.gov.uk> dp9.co.uk>; To: Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106 Hi both My understanding of the latest agreed condition is track changed in the attached

From: < dp9.co.uk>

Sent: 18 March 2020 17:42

To: | continued to the second continued to the second

Subject: RE: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106

Can we tidy up the trigger point section to make it clearer. Both need to be linked to prior to land shaded in red. Perhaps we amend as below?

25. <u>Energy</u>: Prior to first occupation/use of the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority (except for para (h) below that shall be provided prior to commencement of development of land shaded red on the Site delineation Plan).



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From:

Subject: Energy Condition: 4557/18 Station Rd and 4570/18 Recorder House S106



Thank you for your work on these cases.

I shall be using this condition for issuing the decision notice for Bodgers as shown in the attached.

Please advise by Friday 12pm should there be an issue with this.

Best regards

Principal Planner
Regeneration & Culture
London Borough of Redbridge
11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN

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From: [mailto: dp9.co.uk]

Sent: 25 February 2020 16:49

To: | continued to the second to the second

Subject: RE: 4557/18 Station Rd and 4570/18 Recorder House S106



I have discussed the energy condition with the relevant consultant. We can agree to this in order to get this over the line. A couple of minor tweaks highlighted below to make this a workable condition that makes sense.

I think this issue is therefore now finally resolved.

I know you are away, but did you or a colleague have any comments on the draft S106?

Best,

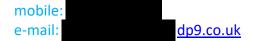
"25. <u>Energy</u>: Prior to first occupation/use (except for para (h) below that shall be provided prior to commencement of development), on the land shaded red on the Site Delineation Plan reference E1-110-P0, a comprehensive energy strategy shall be submitted to and approved in writing by the Local Planning Authority and the GLA.

The strategy shall demonstrate how the development will achieve at least a 35% improvement on Part L of the Building Regulations (building emission rate compared to target emission rate). The energy strategy shall include details of:

- (a) baseline energy demand and carbon emissions (regulated and unregulated)
- (b) proposed energy efficiency measures
- (c) any proposed low carbon or decentralised energy (including location, energy source, output, connection arrangements), either on-site and off-site
- (d) the feasibility for appropriate renewable energy sources, having regard to the site and location, nature of development proposal, and carbon reductions already achieved through the energy hierarchy
- (e) Calculation of the remaining energy demand and carbon dioxide emissions (regulated and unregulated)
- (f) plans detailing the location of the proposed technologies including any associated machinery and equipment
- (g) any associated air quality or noise management reports (including mitigation measures)
- (h) The applicant shall pursue the design of a hybrid energy strategy to include air source heat pumps (at either the roof level and lower level) subject to no insurmountable barriers to this strategy emerging during the detailed design; the strategy is expected to be feasible for this site once the necessary work has been undertaken. The applicant shall submit evidence to the Council, and GLA, outlining the feasibility of incorporating air source heat pumps (at both the roof level and lower level) and details of the proposed heat pumps as part of a hybrid energy solution for approval. The details to be provided on the proposed heat pumps includes:
 - 1. The heat pump's total capacity (kWth).
 - 2. An estimate of the heating and/or cooling energy (MWh/annum) the heat pumps would provide to the development and the percentage of contribution to the site's heat loads.
 - 3. Details of how the Seasonal Coefficient of Performance (SCOP) and Seasonal Energy Efficiency ratio (SEER) has been calculated for the energy modelling. This should be based on a dynamic calculation of the system boundaries over the course of a year i.e. incorporating variations in source temperatures and the design sink temperatures (for space heat and hot water).
 - 4. Manufacturer datasheets showing performance under test conditions for the specific source and sink temperatures of the proposed development and assumptions for hours spent under changing source temperatures. (This shouldn't be needed and is irrelevant) Whether any additional technology is required for hot water top up and how this has been incorporated into the energy modelling assumptions.
 - 5. An estimate of the expected heating costs to occupants. The cost estimate should include for annual fuel costs, any available subsidies e.g. RHI, annual operations and maintenance costs, annual meter reading and billing administration costs, and plant replacement costs. We can provide forecast energy costs only)
 - 6. The expected heat source temperature and the heat distribution system temperature with an explanation of how the difference will be minimised to ensure the system runs efficiently.
 - A commitment to monitor the performance of the heat pump system post-construction to ensure it is achieving the expected performance approved during planning. (It is recommended that boroughs condition this).

The design measures and details that are approved will be implemented."





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Subject: Re: 4557/18 Station Rd and 4570/18 Recorder House S106

Thanks That's correct, but it is noted that the document is not in a format yet supported by Redbridge.

Subject to nothing major coming up in my review of the s106 and subject to the energy issues being resolved, a referral date of 3rd March is suitable. On energy, i think we are almost there. I am awaiting confirmation that the condition is acceptable/amends from DP9 and confirmation from energy colleagues on the outline design.

Thanks

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From: redbridge.gov.uk>
Sent: Friday, February 14, 2020 11:14:14 AM

Subject: 4557/18 Station Rd and 4570/18 Recorder House S106

I understand that you are amenable to reviewing the above documents in advance of the referral Stage 2 of both schemes to 16 March meeting after your leave period. I shall consequently refer from 2 March as suggested by I shall assume this is acceptable unless I here to the contrary.

I attach the draft S106s that have been reviewed by both sides as the latest version from the applicant.

Our lawyer (at Sharpe Pritchard) however emphasises that the documents are not in a form that Redbridge find acceptable and are still under negotiation and consideration between the parties.

I will consequently update you at a later stage on these documents after our lawyer has reviewed them next week.

Best Regards

Senior Planner Chief Executive's Department London Borough of Redbridge 11th floor, Lynton House, 255-259 High Road, Ilford, Essex IG1 1NN
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