

From: Niall Mellan

Sent: Thursday, September 21, 2023 4:03 PM

To: Steven Gunn-Russell <Stevengr@whitepeakplanning.co.uk>; Chris Turner <chris@whitepeakplanning.co.uk>; Haywood, Ben <Ben.Haywood@highpeak.gov.uk>

Cc: Claire Campbell <Claire.Campbell@wainhomes.co.uk>; Nick Brookman <Nick.Brookman@houriganplanning.com>; Marc Hourigan <Marc.Hourigan@houriganplanning.com>

Subject: FW: 2022.019 Dinting Vale HPK/2022/0456 - Housing Strategy & Policy - affordable housing

Hi Stephen

Thanks for the email below which I have now had chance to consider with my client.

Before we discuss how any Section 106 monies are to be allocated, we now need to record formally our client's position about the principle of such matters, and this is as follows:

Referring to the email from Chris Turner of WPP of 12 September 2023 we understand that the Council's position (as advised by BK) is that there is a £773k surplus that can be put towards Section 106 Agreement matters.

As noted at our last meeting on 13 September 2023 the Applicants (as advised by Deviva) disagree with the Council's position and consider that there is no surplus. In order to move things forward positively and in an attempt to avoid the costs which would be incurred with an appeal the applicant offered to simply split the difference between their position (that no Section 106 Agreement contributions are viable) and the Council's position because it seems to them that after a considerable amount of time, money and effort that has been put into the viability assessment exercise an agreement on all matters is not going to be reached. That offer has been rejected by the Council as per Chris Turner's email of 15 September 2023 and the Council maintains its position that the claimed surplus of £773k is justified.

I am instructed that the applicant has given further consideration to the Council's position which as noted above it fundamentally disagrees with. However, the applicant's priority is to get on to site ASAP and to start delivering much needed new homes in order to recoup the significant investment it has already made in the site via the planning process. With that in mind I am instructed to state that the applicant reluctantly accepts the Council's position that £773k in total (inclusive of all fees and monitoring costs with no clause for any future reappraisal) can be used for Section 106 Agreement purposes. However, I have to make it clear that the applicant's offer is contingent on the application being approved locally by the Council. If for any reason an appeal is necessary, the applicant reserves its right to revisit the matter through the appeal process and will ask the Secretary of State to rule on the matter.

As to how the £773k might be put to use this really is a matter for the Council in determining the application but there are a few points I wanted to highlight below which are of relevance and which I trust are helpful:

Firstly, there is the matter of biodiversity which falls into two parts; the bespoke mitigation which is required by DWT and the off-site biodiversity measures necessary to get the scheme to effectively no net loss as per the adopted Development Plan policy (which as I understand it is the position we need to get to and which is accepted by the LPA). From the applicant's perspective and because of the position taken by DWT, we consider that this matter should be afforded the most significant priority with regard to contributions. However, the issue we currently have is that the full costs of

the bespoke mitigation have not yet been settled (the applicant is working hard with DWT and others in the background in order to try and settle this but we are not there yet). Secondly a local scheme for the off-site biodiversity measures is not available to the applicant; in that respect the applicant is looking at alternative ways to deal with this matter and has spoken with the Environment Bank about the purchase of credits. However, the issue we have is that the Environment Bank won't have a local habitat bank available for 18-24 months. We have therefore been advised to ask the LPA would it allow for the delivery of off-site biodiversity mitigation within this timeframe so as to provide for a scheme within the Council's administrative area. This would obviously affect the wording of any biodiversity condition. However, until we know the costs of these biodiversity schemes and how important the matters are to the LPA then it is perhaps somewhat premature to look at how the Section 106 Agreement monies might be distributed because we do not know the scale of the residual funds.

In your email below you state that there is capacity for 5 on site affordable units. However, does that position have regard to what I set out above on biodiversity and does it account for the other contributions that have been requested? Is the Council now saying that affordable housing provision is its top priority – this is something we asked the Council to consider at the meeting on 13 September? Additionally, you do not identify what type of units are sought. As you will appreciate there is a significant financial difference between 5 no. 1 bed dwellings and 5 no. 4 bed dwellings.

In order to move forwards positively could the Council please set out a list of Section 106 Agreement priorities for this site in terms of their order of importance? As I note above once the biodiversity costs are settled (and if the Council agrees this is the top priority) then the remaining surplus can be put to other measures.

Kind regards

Niall Mellan BA (Hons) MSc MRTPI
Associate Director

0333 939 8057
niall.mellan@houriganplanning.com



houriganplanning.com



10th Floor Chancery Place, 50 Brown Street, Manchester, M2 2JG
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