

## **Committee Report**

**Item 7c**

**Reference:** DC/19/02299

**Case Officer:** Daniel Cameron

**Ward:** Stonham.

**Ward Member/s:** Cllr Suzie Morley.

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## **FURTHER INFORMATION ON THE DEVELOPMENT WITH REGARDS TO THE DRAFTING OF THE SECTION 106 AGREEMENT – SPORTING FACILITIES**

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### **Description of Development**

Full Planning Application - Erection of 46 dwellings, sport pitches and a sports community building with associated access improvements, parking, play space, infiltration basin and landscaping.

### **Location**

Land South Of The Street, Stonham Aspal, Suffolk, IP14 6AN

**Expiry Date:** 31/01/2019

**Application Type:** FUL - Full Planning Application

**Development Type:** Major Small Scale - Dwellings

**Applicant:** Mr DJ And Mr CJ Tydeman And Capel Properties Ltd

**Agent:** Patrick Allen Ltd

**Parish:** Stonham Aspal

**Site Area:** 4.12 ha.

**Density of Development:** 11 dwellings per ha.

**Details of Previous Committee / Resolutions and any member site visit:** The application was previously determined by Planning Committee on the 22<sup>nd</sup> January 2020. It was resolved to approve the application as per the officer recommendation with additional conditions with regards to electric vehicle charging points.

**Has a Committee Call In request been received from a Council Member (Appendix 1):** No

**Has the application been subject to Pre-Application Advice:** No

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## **PART ONE – REASON FOR REFERENCE TO COMMITTEE**

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The application has been returned to committee as an issue has arisen with regards to the drafting of the Section 106 Agreement and the nature of the transfer of the sporting facilities to the football club. Therefore, the matter is returned to the original decision maker in order to resolve the issue.

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## **PART TWO – APPLICATION PARTICULARS**

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### **1. Site Description**

- 1.1 The application site is located within the village of Stonham Aspal, on the southern side of the A1120. It comprises the existing sports ground and car park serving Stonham Aspal Football Club and extends south into agricultural land. The site itself is uniformly level and is laid to grass with the exception of the car park. A public right of way crosses the site.
- 1.2 Residential development is noted to the immediate north, east and north-west of the application site, while further agricultural fields extend to the west and to the south. A hedgerow extends along part of the northern and western boundary of the site, while denser planting exists on the eastern boundary.
- 1.3 The site is not in or near an area designated for special landscape significance, e.g. Special Area of Conservation, Special Landscape Area, or AONB. Likewise, the site is not in or near a Conservation Area. A number of listed buildings lie in the vicinity of the application site and will be identified within Section 9 of this report. The site is in Flood Zone 1.

### **2. Approved Development**

- 2.1 The application is formed of two elements. The first comprises the creation of one full sized and one junior sized football pitches, a training area, play area, sport/community building, car park (30 spaces), re-siting of the recycling facility and infiltration basin. The second part comprises the access road to the site and 46 new residential dwellings which break down to: 2 x 1 bed bungalows;
  - 4 x 2 bed houses;
  - 6 x 2 bed bungalows;
  - 20 x 3 bed houses; and
  - 14 x 3 bed bungalows.
- 2.2 The site is arranged around one single point of access from the A1120 which is proposed to run through the middle of the site and connect to the sports facilities. Residential properties are arranged to both the north and south of the proposed access road. The development phasing plan submitted with the application shows that an element of the residential development would be provided as a first phase of development to comprise 19 dwellings. Following this, the sports facilities would be provided before the remainder of the housing. The phasing of the development is to be secured by condition as well as within any Section 106 Agreement to ensure that only the development necessary to fund the sports facilities were built and occupied prior to the delivery of those facilities.
- 2.3 At no point during the development would the football club be left without access to facilities for training or matches during the development of the site. The landowner of the site already has an informal agreement with the football club over their existing facilities and owns the adjacent field so sufficient space would be available at all times should the requirements of the club alter during development.

### **3. Sports Facilities**

- 3.1 Stonham Aspal Football Club have a pressing need for sports facilities which this application will deliver. At present the facilities on the site are in need of urgent repair and are at the end of their useful life. The club cannot at present apply for grants for development of their facilities or maintenance.
- 3.2 The application intends for a new 21-year lease to be entered into between the landowners and the football club with the lease period to be renewable at the end of the term. These would include the provision of improved facilities and pitches for the football club. Consultation with the football club shows that they are content with the manner of the lease and are eager to see the new facilities provided. The phasing plan for the development would see the new sports facilities come forward as part of the first phase of development. The lease would also provide a more secure footing for the football club to apply for grant funding for further development of the site and for its maintenance.
- 3.3 Issue has been raised from the Council's Legal team with regards to the original wording of the report brought before committee in that the officer's recommendation indicated that the new sports facilities were to be transferred over to Stonham Aspal Football Club. It has been pointed out that in legal term 'transfer' indicates a more permanent change in ownership than the proposed lease would indicate and therefore, clarity is sought as to the decision of planning committee members in this regard.

### **4. Planning Considerations**

- 4.1 Were the football club's lease to not be renewed, the land would remain allocated for sports and recreational uses such that planning policies would require any future of the land to be compatible with its designation. Alternative uses for the land, for example, as housing development would be required to ensure delivery of improved facilities for sports and recreational facilities on an alternative site. This would require planning permission and would be in the control of planning committee to determine such an application were it to come forward. This restriction is secured within the adopted Development Plan under policy RT2 and within the Joint Local Plan under LP30.

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## **PART THREE – CONCLUSION AND RECOMMENDATION**

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### **5. Conclusion**

- 5.1 The resolution made by Planning Committee on the 22<sup>nd</sup> January 2020 still stands and the additional conditions required by the decision have been drafted and agreed in writing with the applicants. Both the Council and the applicants consider that they meet the statutory tests for conditions set out within the NPPF.
- 5.2 The drafting of the Section 106 Agreement is currently stalled with a legal concern raised over the use of the word 'transfer' within the original officer's report. The Council's Legal team want to ensure members are clear that in this instance, transfer does not refer to a change in ownership but a lease.
- 5.3 Officers consider that the proposed lease is clearly set out within the submitted documents that accompanied the application and offers a number of benefits to the football club which they are

happy to accept. Further, the landowner has for a number of years supported the football club through the provision of the land for their current site and in the provision of their new facilities funded by the neighbouring housing development such that it is not considered that the renewal of the lease would be arbitrarily withheld forcing the football club from the site. In any event, the redevelopment of the site would trigger a requirement for the provision of new sports and recreational facilities within the area and would require planning permission such that Planning Committee would have oversight of any such application.

## **6. Recommendation**

- 6.1 Officers therefore recommend that Planning Committee note the discrepancy in the use of language in the officer's report and resolve to accept the lease offered to the football club be secured within the Section 106 Agreement.