

**27<sup>th</sup> February 2017**

Conditional planning permission granted subject to:

(i) clarification of the impact of 'shadowing' on the amenity of public spaces,  revised plans/clarification of detailed design matters relating to:		Confirmed as acceptable by DMC on 8 May 2017
	a) Opportunities for mitigating the impact of the lift shaft;	Confirmed as acceptable by DMC on 8 May 2017
	b) Confirmation that the balconies will be constructed as a continuous curve;	Confirmed as acceptable by DMC on 8 May 2017
	c) Detail in relation to the harbour walkway and strategy for relocating the traditional railings and form and extent of new railing detail;	Confirmed as acceptable by DMC on 8 May 2017
	d) Inclusion of extended resurfacing between Offshore and the stone setts adjacent to the northern elevation of the hotel building; and	Delegated to Executive Head – Business Services - see Minute - 8 <sup>th</sup> May 2017
	e) External plant in relation to listed building;	Delegated to Executive Head – Business Services ? see Minute - 8 <sup>th</sup> May 2017
(ii) the conclusion of a Section 106 Agreement at the applicants expense to secure the following matters;	<i>Technically, terms of s.106 not delegated to officers</i>	<i>Michelmores have been employed by the LPA to negotiate and draft this s.106. This note indicates where in the draft agreement the relevant requirement can be found. It makes no representations as to the appropriateness or</i>

		<i>otherwise of the contents of the draft agreement.</i>
	<p>a) to secure <b>deferred contributions</b> towards <b>future public realm enhancements</b> as defined in the body of the report namely</p> <p>i. re-surfacing of Fish Quay,  ii. an extension of the granite paving adjacent to SoHo to an agreed specification  and/or a contribution of £100,000 towards removal and treatment of the Ziggurat or  an alternative key public realm master plan proposal.</p> <p>The amount of deferred contributions to be assessed and paid in stages and calculated on the basis of a 50:50 split between the developer and the Council of any <b>increase in income generated</b> from the site over that predicted in the IVA.</p> <p>The contribution to be assessed either in relation to uplift in projected sales values of the residential units (based on Appendix B of the IVA dated 31st August 2016, specifically the Savills estimates of values); or <b>such other method agreed with the applicant</b> (e.g. open book accounting of the entire scheme);</p>	<p>Schedule 4</p> <p>Para 12, Schedule 4  <i>(n.b. refers to profits over those predicted in IVA, not income generated, but other methods of calculating uplift appear to be possible - see next paragraph)</i></p>
	<p>b) the <b>maximum deferred contribution</b> will <i>(be)</i> equivalent to the full amount of off-site Affordable Housing and Sustainable Development Contributions that would ordinarily be payable in accordance with the adopted SPD after deducting any contributions/costs paid by the developer towards improvements to the public realm;</p>	<p>Stated in definitions to be £981,000 – not sure how this was calculated</p>
	<p>c) to <b>ensure occupation of the hotel by the applicant</b> (or such other suitably-qualified hotel operator as shall be agreed);</p>	<p>Para 3.8. Schedule 1</p>

	d) a commitment, in the operation of the hotel, to <b><u>procurement of local goods and services</u></b> as described in the HJA report;	Para 3.9. Schedule 1
	e) a commitment to use of <b><u>local labour</u></b> both during the construction of the development and in the ongoing operation of the hotel;	Para 3, Schedule 1
	f) to secure a <b><u>financial contribution of £30,000</u></b> towards enhancements to Princess Gardens;	Para 2, Schedule 1
	g) <b><u>to secure the terms of the car parking strategy, public access to Cary Green</u></b> and agreement for <b><u>public use of eastern part Cary Green</u></b> for markets/events for a minimum of 28 days in any September – May period, consent not to be unreasonably withheld by the developer, calculation of fees for use to be agreed;	Para 4, Schedule 1
	h) to secure an <b><u>annual monitoring contribution</u></b> towards ensuring that Cary Green is used and managed in accordance with the agreed car parking strategy and that the hotel car park is not ‘bank parked’ as explained in the body of the report;	Para 4.2, Schedule 1
	i)to secure modelling <b><u>of the mini roundabout</u></b> and <b><u>implementation of any highway works</u></b> deemed necessary via a S278 Notice prior to any occupation  j)Performance bond (if required);	Para 5, Schedule 1  <i>It appears from the committee report that this relates to a bond to secure delivery of the renovation works to the Pavilion.</i>

		<i>As the conditions (condition 03. of the version dated 30.05.17) include a prohibition on occupation of any part of the development until the repairs have been completed, the bond was considered to be unnecessary.</i>
(iii) the conditions set out in the submitted report plus additional conditions relating to monitoring of key* walls and dock office.  <i>*this should read 'quay'</i>		No delegated authority for any additional conditions
<b>8<sup>th</sup> May 2017</b> Conditional planning permission granted subject to:		
Receipt of the following information	<i>approval of which is to be delegated to the Executive Head – Business Services; (??)</i>	
	i. strategy for relocating the traditional railings and form and extent of new railing detail;	Don't know if any of these have been done yet – if KM is to make the decision, an officer report should be prepared which fully briefs him and makes a recommendation. Decision-maker needs to confirm (in writing) that report has been read and understood. Any decision not made in accordance with the recommendation will need to be justified in writing.
	ii. strategy for external and internal plant in relation to the listed building;	
	iii. further details relating to the extended resurfacing between Offshore and the stone setts adjacent to the northern elevation of the hotel building approval of which is to be delegated to the Executive Head – Business Services;	
Completion of a section 106 agreement to include matters set out in the Minutes of the		See above

Development Management committee held on 27 February 2017		
Final drafting of conditions delegated to the Executive Head of Business Services		