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| APPLICATION NUMBER | 21/1003/MPO |
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DEVELOPMENT AFFECTING ROADS
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER 1992

Applicant: Ben Stalham - G L Hearn

Location: Mindenhurst, Princess Royal Barracks, Brunswick Road, Deepcut, Camberley, Surrey, GU16 6RN

Development: Application to vary the section 106 agreement, as varied, in respect of hybrid permission 12/0546, as amended by 18/0619 and 18/1002 to amend the delivery or occupation or payment triggers.

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| Contact Officer | Andrew Stokes | Consultation Date | 11 October 2021 | Response Date | 30 November 2021 |
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The proposed Deed of Variation request has been considered by THE COUNTY HIGHWAY AUTHORITY who recommends a Deed of Variation be completed to include the following:

All Highways Works clauses of the original s106, now include 'unless otherwise agreed' into the triggers, which means that if there are further delays, these can be agreed on a case-by-case basis, without the need for a further Deed of Variation. Subject to the views of the Planning Case Officer and the LPA, any such decision maybe still be required by the Planning Applications Committee.

The Highways Works Clauses now also require that the works are started within 6 months of entering the S278 Highway Agreement which adds further commitment by DIO to commence the works the appropriate time. Whilst some triggers may seem a long way in the future, the time required to procure and deliver a set of highway works can be lengthy. For example, an applicant must first undertake their own detailed design to secure the Highway Authority approval. At the same time a S278 legal Agreement must also be procured and completed. Only once the detailed design is nearing completion can the developer seek and appoint a contractor. All of which can easily take up to 12 months. Some works may take 6 months or more to construct; therefore if a set of works has a trigger requiring construction before the occupation of a given number of dwellings, the collective work involved to achieve that often commences 18 months or more before the specified trigger.

Commentary on the proposed changes and the implications are listed below:

Spine Road and Spine Rd Infrastructure

This trigger changes from 230 dwellings to 350 dwellings and has no effect as the works are already substantially complete, except for snagging issues and minor defects.

J3/M3

It is agreed that these works will remain to be delivered by the applicant, with a mechanism to be replaced by an index linked financial contribution of £125,000 if SCC, SHBC and DIO agree. The County Council have put J3 of the M3 for consideration in the National Highways RIS3 period 2025 –2030. If

successful, a larger more comprehensive scheme would be delivered addressing both the development impact and existing congestion, with construction taking place between 2030-2035. The mechanism to provide a financial contribution in lieu of the development related works could be used as matched funding if the National Highways scheme progresses, and match funding is required.

Red Road/Guildford Road/Gordons School Roundabout

This trigger changes from 600 to 650 dwellings for construction of the works. This is acceptable to the Highway Authority and is not considered to have a material impact.

Gole Road / Dawney Hill Road/A324

This trigger changes from 800 to 850 dwellings for construction of the works. This is acceptable to the Highway Authority and is not considered to have a material impact.

Env Imps

This trigger changes from 400 to 550 dwellings for construction of the works. This is acceptable to the Highway Authority and is not considered to have a material impact. The design of the scheme and associated legal Agreement is well advanced, subject to resolving outstanding matters relating to adjacent trees.

Frith Hill Cycle Route

This obligation has already been met. However, the alignment of the route has been adjusted to suit land constraints, to take account of bridleway boundaries, land ownership, topography and trees.

The changes also reflect the way the route will be dedicated as a public highway. Whereas the original s106 anticipated an extension to the existing bridleway network, the Deed of Variation will see the new route, (which for most of its length does not interfere with the existing bridleway network), dedicated as a cycle track. This still meets the needs of new users being able to walk and cycle from Deepcut to the Tomlinscote area of Frimley.

Frimley Green

This trigger changes from 450 to 700 dwellings for construction of the works.

The proposed changes seek to replace the proposed traffic signals required by the original s106 Agreement, with an improved roundabouts proposal. The proposal has been developed jointly by DIO's designers in discussion with SCC, SHBC and Frimley Green residents. In broad terms the replacement roundabouts proposal encompasses a very similar kerb alignment to that proposed by the traffic lights proposal but adjusted to suit roundabout design standards. The number and length of approach lanes are broadly the same as the traffic signal solution and therefore have capacity to deliver similar levels of improvement.

The change in design removes the traffic light-controlled pedestrian crossing provisions of the s106 scheme, and instead replaces them with good quality pedestrian islands across all arms of each junction. It is expected that the size of these will be maximised during the detailed design process.

The removal of the traffic lights negates the need for the associated street furniture (poles, lights, push buttons etc.) and this approach will be carried forward into the detailed design of the replacement scheme, with an ethos of minimising street clutter and maximising quality through careful use of materials and design.

Aside from the time delays caused by the pandemic, the extended time triggers also reflect the additional time incurred in agreeing a replacement scheme with residents, but primarily in anticipation of the additional work stream to secure the Commons Land consent. Whilst these delays are regrettable, the Highway Authority is comfortable that the replacement scheme satisfactorily addresses the impact of the development at this location.

Bus infrastructure

It is important to recognise that all payments remain index linked and the totality of the combined sum payable by DIO does not change. The proposed changes relate to the phasing of the payments which specifically results in reduced sums totalling £480,000 being paid in the first 3 years, but with the payment of an additional sum of £480,000 in the 10th year. The same total index linked sum of up to £4.08m remains payable.

The infrastructure to support the new services has been installed and comprises the first timber bus shelters of their type in Surrey, with integrated cycle parking. The Real Time Passenger Information boards are to be installed prior to the introduction of the first bus services.

Basingstoke Canal

The works will be delivered by the County Council and the associated financial contribution has been paid. Design work is underway, with commencement of construction anticipated towards the end of next year. The proposed changes reflect this position and provide greater flexibility in the surface type and specification.

Cycle Network Strategy

The changes mean that the care home development may take place without some elements of the cycle route network being in place. This is due to negotiations of the care-home land parcel being further advanced than the delivery of the highway works leading to Deepcut Bridge Road. None of the changes affect the overall quality of the provision anticipated by the original s106 Agreement. Similarly, the change does not affect the overall provision of the cycle route network.

The wording 'unless otherwise agreed' has been agreed in some provisions to allow flexibility in the specification to be provided, for example where a width of 3m may not be achievable due to tree roots, or if ecology reasons prevent the installation of lighting. The Highway Authority fully expect all paths to still be a minimum width of 3m wide and to be bit lit wherever possible.

School and Nursery Travel Plans

It is agreed that 'unless otherwise agreed' is used to provide flexibility. If the School and Nursery are one operator, the Highway Authority would be happy for one Travel Plan to be provided. If on the other hand, they are two operators, two Travel Plans will still be required as per the current s106.

Bellew Road Closure Contribution

It is agreed that 'unless otherwise agreed in writing' be inserted to provide flexibility. This would allow an alternative closure point to be proposed and be consulted upon if the closure takes place in a different location to that currently indicated in the s106.

Summary

In general terms and except for the junction solution at Frimley Green, all obligations remain to deliver the same level of infrastructure as the original s106 Agreement. The Frith Hill Cycle route delivers the same level of infrastructure but following a different alignment and route

Having regard to all the above, the Highway Authority is satisfied that the DoV request is acceptable in highway and transport terms.