

PART 8: Other Planning Matters

Item 8.2

1. DETAILS OF THE DEVELOPMENT

Ref: 18/00547/FUL
 Location: Selhurst Park Stadium (Whitehorse Lane), And Sainsbury's Car Park (120-122 Whitehorse Lane), No's 22, 24, 26, 28, 30 & 32 Wooderson Close, South Norwood, London, SE25 6PU.
 Ward: Selhurst
 Description: Extension of Main Stand to provide seating for an additional 8,225 spectators and an additional 24,522sqm of floor space internally (beneath the expanded Main Stand) to be used for the operation of the football club and ancillary functions (Use class D2), and a 550sqm GIA restaurant/retail unit (Use class A1/A3). Demolition of 22-32 Wooderson Close, and associated refurbishment works to end elevation of 20 Wooderson Close, reorganisation of the associated parking facilities and gardens. Reorganisation of the club and supermarket car parks, and site accesses from Holmesdale Road and within the car parking area from Whitehorse Lane, with associated hard and soft landscaping. Use of the club car park as a fan plaza on match-days. Pitch lengthening (from 101m to 105m), and the creation of accessible seating within the Whitehorse Lane Stand (spectator capacity reduced by 690). Creation of replacement spectator capacity (683 additional), and relocation of the fan zone, to the corner of the Holmesdale Road and Arthur Wait stands. Reorganisation of floodlighting, including the removal of two of the flood light masts. Removal of the TV Gantry at the Arthur Wait Stand.
 Drawing Nos: KSS MS Z0 DR A 90 001 Rev P01, KSS MS Z0 DR A 90 002 Rev P01, KSS MS Z0 DR A 90 003 Rev P01, KSS MS Z0 DR A 90 004 Rev P01, KSS MS Z0 DR A 90 005 Rev P01, KSS EX 00 DR A 91 001 Rev P01, KSS EX 01 DR A 91 001 Rev P01, KSS EX 02 DR A 91 001 Rev P01, KSS EX 03 DR A 91 001 Rev P01, KSS MS 00 DR A 91 001 Rev P01, KSS MS 0M DR A 91 001 Rev P01, KSS MS 01 DR A 91 001 Rev P01, KSS MS 02 DR A 91 001 Rev P01, KSS MS 03 DR A 91 001 Rev P01, KSS MS 04 DR A 91 001 Rev P01, KSS MS 05 DR A 91 001 Rev P01, KSS MS 06 DR A 91 001 Rev P01, KSS WS 00 DR A 91 001 Rev P01, KSS HS 00 DR A 91 001 Rev P01, KSS HS ZZ DR A 91 001 Rev P01, KSS HS 00 DR A 91 002 Rev P01, KSS MS Z0 DR A 91 001 Rev P01, KSS MS Z0 DR A 91 002 Rev P01, KSS MS ZZ DR A 92 001 Rev P01, KSS MS ZZ DR A 92 002 Rev P01, KSS MS ZZ DR A 92 003 Rev P01, KSS MS ZZ DR A 92 004 Rev P01, KSS MS ZZ DR A 92 005 Rev P01, KSS MS ZZ DR A 92 006 Rev P01, KSS MS ZZ DR A 93 001 Rev P01, KSS MS ZZ DR A 93 002 Rev P01, KSS MS ZZ DR A 93 003 Rev P01, KSS MS ZZ DR A 93 004 Rev P01, KSS MS ZZ DR A 93 005 Rev P01, KSS MS ZZ DR A 93

006 Rev P01, KSS MS ZZ DR A 93 007 Rev P01, KSS MS ZZ DR A 93 008 Rev P01, KSS MS ZZ DR A 93 009 Rev P01, KSS MS ZZ DR A 93 010 Rev P02, KSS MS Z0 DR A 94 001 Rev P01, KSS MS ZZ DR A 94 001 Rev P01.

Applicant: Crystal Palace Football Club Ltd
Agent: MRPP
Case Officer: Barry Valentine

2. PROCEDURAL NOTE

- 2.1 Planning application reference 18/00547/FUL was reported to Planning Committee on the 19/04/2018 where a resolution was made to grant planning permission.
- 2.2 The Committee Chairman requested that a summary of the final draft Section 106 legal agreement be reported back to Committee so that members would know that their requests had been secured.
- 2.3 A copy of the Section 106, accompanying side agreement, as well as a copy of the draft planning decision notice is contained in Appendix 1. This is an item for reporting purposes only and not an item for decision
- 2.4 The application, along with Appendix 1, has been referred to the GLA under Stage 2. The Mayor has confirmed the scheme is acceptable and that planning permission can be granted. Subsequent to this item being reported tonight, planning permission will be granted.
- 2.5 The rest of this report is as follows:
- Section 3 will summarise the main aspects secured in the Section 106.
 - Section 4 will discuss what officers considered to be the main comments of the committee and confirm if they were secured, or provide reasons why through negotiations with the club, and in collaboration with other consultees, obligations were not considered appropriate to be secured.

3. SUMMARY OF MATTERS SECURED THROUGH SECTION 106

- 3.1 The following table provides a list of the financial contributions secured in the Section 106:

Contribution	Amount
Carbon Offset	£35,190
Monitoring Costs	£31,500
Travel Plan Monitoring Cost	£2,712
Local Employment and Training Strategy Construction	£187,000 or 0.25% of capital construction costs (whichever is the lesser at commencement).

Local Employment and Training Strategy Operation	£46,678
Masterplan Regeneration Contribution towards brief	£10,000
Highway Signage and Public Transport Access Improvement Contribution Wayfinding Strategy	£30,500
Bus Stop Improvements on Whitehorse Lane	£15,770
Pedestrian Comfort Level Assessment	£30,000
Whitehorse Land Crossing Assessment	£5,000
Cycle Routes Improvements to Stadium	£100,000
Station Management Plans	£15,000
Controlled Parking Zone Assessment and Consultation	£100,000
Controlled Parking Zone Implementation and Operational Delivery Contribution	£230,000
Travel Plan Bond	Up to £250,000
CCTV Contribution	To be agreed post decision following Operational Requirement Assessment as requested by Met Police
Approximate Total	£793,580 to £1,043,580 + CCTV contribution

3.2 The following summarises the main schedules and elements contained within them.

Schedule 1 - Dwellings

Purchase of Dwellings at Wooderson Close

3.3 Clause 1 of Schedule 1 requires the developer to give the Council 12 months' notice of the intention to purchase the land to ensure that there is sufficient time to re-house existing tenants. The developer cannot commence development (as defined within the glossary of the S106) until they have purchased the interest of social housing land, 30 Wooderson Close and associated highway.

No Net Loss of Affordable Housing

Clause 4 of Schedule 7 (Council's Obligations) requires the Council to use the proceeds of the sale of the Social Housing Land to purchase five four bedroomed houses in the London Borough of Croydon as replacement for the five four bedroomed affordable homes lost by the development. This would initially be sought to be delivered in Selhurst, South Norwood and Thornton Heath Wards, then in surrounding wards, and then elsewhere in Croydon as a cascade. Clause 5 then requires these purchased properties to be provided as affordable rent. Clause 2 of Schedule 1, ensures that the developer meets the reasonable costs incurred by the Council in fulfilling these obligations.

No Net Loss of Dwellings

- 3.4 The proposed development would involve the demolition of 6 residential houses and loss of residential land. Clause 3 of Schedule 1 requires the developer to procure or construct a minimum of six replacement dwellings (known as NNLD scheme) with at least the same floorspace as the existing, so as not to result in net loss of homes or residential land. A sequential test would follow, with these prioritised within Selhurst Park, then surrounding wards, then the rest of borough.
- 3.5 The NNLD scheme will need to be submitted to the Council prior to commencement of development (as defined in Section 106), with substantial implementation prohibited (broadly to first floor level on the new stand) until planning permission has been granted for the NNLD scheme, and the new stand cannot be occupied until the NNLD scheme is practically complete.

Schedule 3 – Local Employment and Training Strategy

- 3.6 Clauses have been included that require both a Local Employment and Training Strategy (LETS) for both construction and initial operational phases. This will ensure the promotion and delivery of employment, training and apprenticeships opportunities. It requires targets to be set and monitored, including 34% of total new jobs created to be filled by residents within the London Borough of Croydon, and requires some of the vacancies to be filled by vulnerable and disadvantaged residents. Up to 10 apprenticeships would be provided. The developer will be required to seek accreditation under the Croydon's Good Employer Scheme, a commitment of which is to pay London Living Wage. Furthermore, it requires opportunities to be given to local suppliers, businesses and companies within London Borough of Croydon.

Schedule 4 – Highway and Transport

- 3.7 This schedule secures money for the CPZ consultation and review which will be paid (£100,000) on commencement. The Council are then legally required to carry out the review and consultation of potential CPZ expansion. If the Council then, following this review, determines to introduce or amend one of the CPZ's then the developer will be required to pay the implementation contribution (£200,000) within 28 days of the developer having received the review and on occupation.

3.8 Other transport related items secured through Section 106 include:

- Off-site highway works to ensure they are completed prior to occupation.
- Study of match day performance of road junctions and pedestrian safety at junction of South Norwood Hill/Whitehorse Land and South Norwood Hill/High Street, proposed management measures be brought into place through trained stewards provided by the developer at those junctions.
- Match Day Coach Parking study to identify options, within the site and within 1.5km radius of the site.
- Car Parking Management Plan on match and event days, including measures for pedestrian and cyclist safety.

Schedule 5 – Travel Plan

3.9 A Baseline Travel Plan survey will be carried out after occupation to establish actual modal splits. There is commitment to a Travel Plan which targets a 5% year on year reduction of single occupancy car journeys from the baseline travel plan survey for the first five years (so totalling a 25% reduction). If these yearly targets on single occupancy car journeys are not met, then a bond of up to £50,000 per year (totalling £250,000) would be taken. The amount taken would be based on a formula that encourages continual improvement even if early targets are not met. Any bond received will be used on pedestrian and cycling improvement identified within a survey that is secured through the Section 106.

Schedule 6 – Further Developer Obligations

Community Facilities

3.10 Requires the provision of accommodation for the Palace of Life Foundation at the site or off site within 1.5km during construction and to then provide such accommodation on site upon completion at a nominal cost for any defined local community organisation, except on match days and large event days (attended by over 10,000).

TV and Radio Mitigation

3.11 Requires a survey to be carried out on structural completion, and then if deterioration has been attributed to the impact of the development then the developer must use best endeavours to complete all necessary mitigation works to the affected properties.

Retention of Existing Scheme Architects

3.12 Requirement to use reasonable endeavours to retain the existing scheme architects as the appointed architect of the development until its completion.

Vehicle Control Measures

3.13 A Vehicle Control Measures Scheme must be prepared 12 months prior to occupation of the development, which will include appropriate counter-terrorism measures. This will be done in consultation with the Metropolitan Police.

Match Day and Event Day Litter Picking

- 3.14 Requires the collection of litter, and funding and placing of litter bins on match days and agreed event days on the key roads between the stadium and surrounding stations.

Provision of Temporary Street Urinals

- 3.15 A temporary street urinal scheme to be submitted and approved prior to occupation detailing specification and number of urinals on key roads between the stadium and surrounding stations, to be placed on match days and agreed event days.

Side Agreement

- 3.16 The side agreement is a separate agreement from the Section 106 between the Council and the applicant. The purpose of the side agreement is to identify remaining matters, as expressed by the GLA, which are not set out in the Section 106. The side agreement sits between the Section 106 and the future intended land deal known as the 'Wooderson Close Agreement'. It helps secure the following as part of that future agreement.

- That the developer pays a lump sum for the loss of rental income.
- That the Council will write to their tenants setting out timescales of engagement regarding their housing needs.
- That the Council will ensure that any re-housed tenant is offered new accommodation as close to the existing property or desired specification (if different) as reasonably possible in terms of internal area, amenities and location, and adapted to meet the needs of disabled.
- Where tenants elect to relocate to a property within the wards of Selhurst, South Norwood or Thornton Heath with the equivalent number of bedrooms to their existing property, the Council will offer tenants rent set in the same way as their existing rent. Otherwise the tenants will be required to pay appropriate rent for the dwelling to which they relocate;
- The Council will pay for the tenants' removal, disconnection and reconnection, and redecoration costs at their new property (if redecoration is reasonably required).
- Each tenant shall receive a home loss payment of at least £6,000 and compensation for any adaptations made to their existing property, at their own expense.
- Clauses about how value of Wooderson Close would be agreed.
- The applicant will meet the reasonable costs of the Council in fulfilling these commitments.

- 3.17 Taken together, it is considered the Section 106 agreement and the commitment to the Wooderson Close agreement ensures that the scheme does not result in the loss of homes (as 6 new homes will be constructed) or affordable homes (as the Council will purchase 5 homes for use as affordable housing) and ensures that existing tenants are treated fairly.

4. MEMBER'S COMMITTEE COMMENTS

4.1 Members specifically requested the following:

- that residents within the expanded CPZ would not incur the cost of applying for parking permit and that this be subsidised by the club
- an increase in the funding towards the travel plan bond, aiming to increase this to £250,000
- the community use be secured at a reasonable charge

Extended CPZ subsidy

4.2 Members requested that residents within the expanded CPZ, would not incur the cost of applying for a parking permit, and that this be subsidised by the club.

4.3 Securing of this request following discussion with both council's parking services and the club has not been possible or practical. At the time of committee it was envisaged that the CPZ would only be implemented on match days, and as such residents would see little advantage.

4.4 However, once this was explored further it was agreed that a match day CPZ was not practical to do, especially on such a large potential area of up to 1.5km. An 1.5km area is the area in which it is envisaged that people would reasonably be prepared to park away from the stadium to get to the ground. Matches are played on a wide variety of times and days, and as such easily updatable signage is required. Pop down signs that are manually changed, as can be seen around the ground at present, were ruled out by parking services as they were unsafe and impractical to change, especially on such a wide area and given the large number of signs involved. There was also significant concerns on enforceability, with the signs not complying with current guidance. Electric signs were looked at as an alternative, but due to the number of roads and interconnectivity of these roads, the number of signs needed and cost was prohibitive and it would have been unreasonable of the Council to expect the developer to fund this.

4.5 As a rough indication, parking services estimated that if an electric sign CPZ was just introduced on the 50 roads surrounding the ground (area highlighted in Pink in map below), it would require approximately 500 road side signs, costing approximately £10k each, and 20 entry signs, costing approximately 15k each. The total cost estimate would be £5.4million. To expand this over the 1.5km area could cost up to £29 million. There is also a greater long term liability and maintenance requirements.



Image 1 – Area of electric sign parking zone costings.

- 4.6 As a result a permanent standard CPZ was considered the only viable and reasonable option in this instance. A permanent CPZ offers significant benefits to residents within it, including reducing parking stress in the area, which means that residents are more likely to be able to find convenient parking, prevents all day commuter parking, reduced problems of illegal parking, improves access including by emergency services and improves highway safety. It also encourages cars with lower emissions, as they pay less for a permit. It is of course recognised that the key disadvantage is the cost to the residents.
- 4.7 Officers did (as instructed by committee) explore whether it was reasonable to require the club/developer to subsidise the cost of parking permit to residents affected. However, this was discounted for the following reasons:
- Having a charge for the CPZ is an important part of ensuring its effectiveness and prevents excessive parking permits being issued. It also helps prevent the system being abused, which would also have wider implications within other CPZs within the borough.
 - Requires alterations to standard internal procedures that incurs costs on the Council side to administer. Simpler systems are better for communication purposes and for enforcement.
 - The cost to the developer would be unreasonable, due to the number of people that would be eligible and that cost would be on-going and have to be borne every year.
 - As a permanent CPZ was the only solution, the Council would not be able to reasonably require the developer to fund the whole cost of the parking permit, as the impact that the CPZ will mitigate extends beyond just impacts caused by the development.
 - Difficult judgements would need to be made on who would and would not be eligible for a free parking permit, especially given presence of an existing CPZ in the area.

4.8 Members requested an increase in funding towards the travel plan bond, aiming to increase this to £250,000. This has been secured.

Community Use

4.9 Members requested that the community use be secured at a reasonable charge. This has been captured in the Section 106, with use of the community facilities required to be let at a nominal charge.