

## APPENDIX 1 CONSULTATION RESPONSES

### RESIDENTS' OBJECTIONS

Residents' Objections	Officer Comments
<p>The detailed phasing as set out previously was meant to protect the residents &amp; their environment and ensure that 'sufficient' green space remained open.</p> <p>Before the development of open space such as the Brent Terrace Triangles, the Park Improvements were supposed to have been developed prior to the Triangles being built on. The changes to phasing would be to the detriment of the residents as condition 9 of RMA application 15/00720/RMA would be amended from:</p> <p><i>Current:</i>  <i>No material operation relating to the construction of the residential units on Plots 53 and 54 shall commence until arrangements have been made to the written satisfaction of the Local Planning Authority for the provision of the Claremont Park Improvements and the Clitterhouse Playing Fields</i></p> <p><i>No residential units on the Brent Terrace triangles shall be occupied prior to the practical completion and provision of the Claremont Park Improvements and the Clitterhouse Playing</i></p>	<p>There is now an alignment between the loss of Clarefield Park and the delivery of the Clarefield Park Temporary Replacement Open Space which would ensure that the existing facilities of Clarefield Park are not lost until such a time as the Temporary Open Space and replacement play facilities are delivered. This will ensure that either the existing park and its facilities or the Temporary Open Space with replacement play facilities in its vicinity will continue to be available to residents including those of Brent Terrace.</p> <p>The amended condition reflects the earlier trigger for delivery that would result from the section 96a change to condition 20.26. Previously this required provision of the Claremont Park Improvements prior to occupation of more than 750 units whereas this will be reduced to 'prior to occupation of more than 200 Units'. This reflects BXS LP's intent to deliver early improvements even though mitigation for the loss of Clarefield Park is now secured and would result in the delivery of significant park improvements over an area of 1.95ha immediately adjacent to the northern end of Brent Terrace.</p> <p>Staged delivery of the Park Improvements would be secured with the approval of this phase changing application. This represents a change from the intended delivery approach in the ICP which would result in at least a year of simultaneous closure of both Claremont Park and Clitterhouse Playing Fields (Part 1). Such staged approval will result in early delivery of open space improvements immediately adjacent to Brent Terrace whilst ensuring that the existing open space at Clitterhouse Playing Fields are still available for use. Further</p>

<p><i>Fields Improvements (Part 1) in accordance with the relevant Necessary Consents unless otherwise agreed in writing by the Local Planning Authority.</i></p> <p><i>Proposed: Not to Occupy any residential floorspace on Plots 53 and 54 until a construction contract is in place for the Claremont Park Improvements.</i></p>	<p>commitments are also made to ensure existing pedestrian access routes from Brent Terrace to park facilities are retained throughout the development process.</p> <p>The current wording of Condition 9 of 15/00720/RMA would have allowed the loss of the Brent terrace triangles prior to the delivery of the Park Improvements. The phase changing proposal and associated change of this condition 9 would ensure that open space facilities remain available and accessible to residents of Brent Terrace throughout the development process of both the Triangles and the Park Improvements. The changes would still see the early delivery of significant park improvements in the immediate vicinity of Brent Terrace and would continue to link the development of the triangles to the delivery of Claremont Park.</p> <p>The change to the condition linking delivery on the ‘Brent terrace Triangles’ to delivery of open spaces is considered to be acceptable given the staged approach proposed to open space delivery, the commitment to maintain continued pedestrian access routes to available open space and the early delivery of Claremont Park Open Space.</p>
<p>In order to protect the residents as the original planning approval stipulated regarding the timescale for the development of the parks and buildings, alignment of timescales between Hammerson &amp; Argent would be required – there is no evidence of such an alignment in this application.</p>	<p>The amended wording of condition 9 of planning application 15/00720/RMA does still require alignment between the Northern and Southern Developer as occupation of the residential units on plots 53 and 54 (a northern requirement) is not possible until such time as the southern developer has entered into a contract for the delivery of Claremont Park.</p>
<p>Hammerson have reduced the replacement green space for Clarefield Park in this application.</p>	<p>Whilst the Area of the Clarefield Park Temporary Replacement Open Space has been subject to a reduction from 1.2ha to 0.8ha this is supplemented by a new requirement to include the provision of</p>

	<p>replacement play facilities in the vicinity of the open space. Such qualitative improvements in close proximity to the temporary open space (expected to be located in the northern end of Clitterhouse Playing Fields) are considered to satisfactorily overcome the reduction in area of the temporary Open Space.</p>
<p>The reduction in replacement green space again highlights the discrepancies in the green space count. This count should be investigated by a 3<sup>rd</sup> party to look at quality, exact figures and exactly what is being considered to be green space (e.g. parks, concrete spaces with a few trees, bridges, percentage of green space along busy, noisy, polluted roads, etc)</p>	<p>While the application seeks a change to the phasing of the delivery of the Park Improvements there is no amendment to the detail of the open space provision within this planning application. Such provision has been subject to detailed planning approval.</p>
<p>Hammerson is able to change much of what they want to the further detriment of the residents, but changes that would now be possible that would benefit the residents have never been considered. For example, due to changes made by developers &amp; Barnet Council (regarding the new Station phasing) &amp; previous misrepresentations regarding the space available between Brent Terrace &amp; the new Station, it is now possible to move the development build to areas other than Brent Terrace. This would prevent the affected residents in the street from being subjected to road disruptions, closures and general misery for 2 years.</p>	<p>The suggested alternative development approach is not currently under consideration. Details for the development of the Brent Terrace Triangles have been approved under Reserved matters application 15/00720/RMA and will be subject to construction management controls.</p>
<p>The 'Living' Bridge will be built during this phase but it will be a bridge to nowhere, since the buildings that will be attached to it will not be built until later.</p>	<p>The living Bridge will provide a key pedestrian and cycle link between the southern area of the Brent Cross Regeneration Area and The Northern Shopping Centre and Bus Station. Delivery at an early stage in the Regeneration process will assist in priming development to the south</p>

<p>Officers should note that changes are of a material nature, and that Transport for London will be forced to carry out a fresh Integrated Assurance Review for Stage 1 and that may modify the views of the Independent Investment Programme Advisory Group and the TfL Programme Management Office. This review needs to be made public before officers can fairly, under English common law, determine 16/7489/CON.</p>	<p>of the A406.</p> <p>Condition 4.2 of the s.73 Permission provides a mechanism by which amendments can be made to the phasing of the existing Indicative Phasing Plan. It was attached to the s.73 Permission to provide a degree of flexibility to this longterm strategic project.</p> <p>Subject to Phase changes being demonstrated to have no significant additional Environmental Impacts, and to them not being detrimental to the comprehensive delivery of the Brent Cross Regeneration scheme these changes can be approved through this condition process.</p> <p>The report above considers the phase change in detail with particular consideration for the requirements of condition 4.2 and finds the changes acceptable.</p> <p>All applications and approvals relating to Brent Cross have been considered in accordance with the law and have not been subject to any legal challenge.</p>
<p>Do officers consider that Section 106 payments from Hammerson that were due to be paid should not change, even if Hammerson were to relinquish responsibility for items as mentioned in 16/7489/CON?</p> <p>If not, I do not consider any negotiated changes from the previous agreement would be fair under English common law.</p> <p>Will the authority ensure that Hammerson still pays for the items as previously? If not, why not, please?</p>	<p>The phase changes are accompanied by appropriate changes to the s106 submission to accommodate the shift in phasing proposed.</p> <p>The Phase change suits both Northern and Southern developers due to the logistical and Practical benefits that would result during delivery.</p> <p>Development proposals are not subject to change as a result of the change proposed and as addressed in the body of the report the extent, degree and timing of mitigation remains acceptable with the phase changes proposed.</p> <p>All applications and approvals relating to Brent Cross have been considered in accordance with the law and have not been subject to any</p>

	legal challenge.
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**STATUTORY CONSULTEE AND INTEREST GROUP RESPONSES**

CONSULTEE	RESPONSE
Transport for London	TfL does not object to the rephrasing proposed under condition 4.2.