Eastleigh House
Upper Market Street
Eastleigh SO50 9YN

20 September 2016

NOTICE OF MEETING

EASTLEIGH LOCAL AREA COMMITTEE
will meet on
Tuesday, 27 September 2016
beginning at
7:00 pm
at
Eastleigh House, Upper Market Street, Eastleigh, SO50 9YN

TO: Councillor Paul Bicknell (Chairman)
Councillor Steve Sollitt (Vice-Chairman)
Councillor Sarah Bain
Councillor Wayne Irish
Councillor Mrs Maureen A Sollitt
Councillor Keith Trenchard
Councillor Mark Balaam
Councillor Darshan Mann
Councillor Chris Thomas

Staff Contacts: Amy Thorne, Democratic Services Officer Tel: 023 8068 8361
Email: amy.thorne@eastleigh.gov.uk

Guy Riddoch, Area Co-ordinator Tel: 023 8068 3369;
Email: guy.riddoch@eastleigh.gov.uk

RICHARD WARD
Head of Legal and Democratic Services

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Members of the public are invited to speak on general items at the start of the meeting, and on individual agenda items at the time the item is discussed. To register please contact the Democratic Services Officer above.
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AGENDA

1. Chairman's Report

2. Public Participation

3. Question & Answer Session with Eastleigh Safer Neighbourhood Team, Hampshire Constabulary

4. Minutes (Pages 1 - 6)

   To consider the Minutes of the meeting held on 19 July 2016.

5. Apologies

6. Declarations of Interest

   Members are invited to declare interests in relation to items of business on the agenda. Any interests declared will be recorded in the Minutes.

7. Presentation on Planning Guidelines

8. Planning Application - Fleming Park District Park, Passfield Avenue, Eastleigh, Hampshire, SO50 9NL (Pages 7 - 20)

   Ref. F/16/78608 - Construction of stand alone Energy Centre including Combined Heat and Power engine, boilers, pumps, ancillary equipment and 15 metre high flue together with installation of district heating network and provision of landscape screening.

9. Planning Appeals

   The Head of Legal and Democratic Services to report that the following appeal has been lodged:

   Land north of Boyatt Lane, Eastleigh, SO50 4LJ - Appeal against the Council's refusal of planning permission for Outline application for construction of 2no. 3 bed dwellings with associated carports & access (with appearance & landscaping reserved) O/15/77009 (Delegated Decision).

10. Eastleigh Market - Revised Regulations and Fees and Charges (Pages 21 - 52)

11. Financial Management Report (Pages 53 - 56)

DATE OF NEXT MEETING
Tuesday, 22 November 2016 at 7:00 pm
at Eastleigh House, Upper Market Street,
Eastleigh, SO50 9YN

EASTLEIGH LOCAL AREA COMMITTEE

Tuesday, 19 July 2016 (7:00 pm – 9:30 pm)

PRESENT:

Councillor Bicknell (Chairman); Councillors Bain, Balaam, Irish, Mann, Mrs Sollitt, Sollitt and Thomas

Apologies for absence were received from Councillor Trenchard

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RESOLVED ITEMS (SUBJECT TO QUESTIONS ONLY)

1. CHAIRMAN'S REPORT

The Chairman advised that the Eastleigh Mela was to take place on Sunday 24 July 2016 at Leigh Road Recreation Ground. This was always a very successful and well supported event. He encouraged everyone to attend.

2. PUBLIC PARTICIPATION

Simon Payne addressed the Committee with concern over the state of repair of the access to the Lakeside allotment site. He advised that last November the Committee had funded £1635 towards the gravel access and since then it was not in a good state of repair. He asked what plans the Committee had to rectify this.

The Chairman advised that the Committee had allocated £760 funds towards the temporary measures repair back in November and unfortunately since then torrential rain had brought clay to the surface and caused problems with the gravel. The intention was to make improvements once funding was sourced.

3. QUESTION & ANSWER SESSION WITH EASTLEIGH SAFER NEIGHBOURHOOD TEAM, HAMPSHIRE CONSTABULARY

The Chairman introduced PC Rob Thomas who was the beat officer for the Town Centre area. PC Thomas advised that the force priorities were:

- Prevention/reduction of child sex exploitation
- Updating victims
- Prevention/reduction of domestic abuse
- Protecting vulnerable people

He asked Councillors and members of the public if they had any questions to ask.

Councillor Bicknell asked whether crime figures had changed since amendments to the way crime was reported. PC Thomas explained that there had been a slight increase in figures and since the crime reporting standards had changed they now ethically had to report historical crimes. A specialist team were in place to look at calls and identify historical crimes which were then ethically to be reported. This would create peaks in the crime figures but would level out in the future.

Councillor Maureen Sollitt asked whether PC Thomas had any further information on the criminal damage that had recently taken place at Allbrook Meadow. PC Thomas advised that he had no information but would email her the report after the meeting.

Councillor Thomas asked whether there was any further information on the incident that happened at the paddling pool in Passfield Avenue that lead to it being closed for repair for a short time. PC Thomas said he would email further details to Councillor Thomas after the meeting. Councillor Thomas asked that the Police be vigilant around that area as there had been reports of glass bottles in the pool and also some vandalism. PC Thomas confirmed that he would add it to their patrols.

PC Thomas informed Members that every Thursday between 11am – 12pm a beat surgery was held at Eastleigh Museum. He also confirmed that they would have a stall at the Eastleigh Mela on Sunday 24 July 2016.

The Chairman thanked PC Thomas for attending the meeting.

4. MINUTES

RESOLVED –

That the Minutes of the meeting held on 24 May 2016 be confirmed and signed by the Chair as a correct record.

5. DECLARATIONS OF INTEREST

There were no declarations of interest in relation to items of business on the agenda.

6. PRESENTATION ON PLANNING GUIDELINES

Development Management staff gave a short presentation on guidelines that had to be taken into account when determining planning applications; in particular the issues that could, and could not, be taken into account. This was set against the broader policy framework.

7. PLANNING APPLICATION - FORMER MAGISTRATES COURT SITE, VILLENEUVE, ST GEORGES WAY, LEIGH ROAD, EASTLEIGH

The Committee considered the report of the Head of Development Control (Agenda item 8) concerning an application for the construction of a car dealership comprising; three showroom buildings, car display courtyard on site frontage, separate sales tent (sui-generis use), workshop (B2 use), rear service yard, car parking, landscaping and access. (Ref: F/16/78623).

The Committee was advised of the following updates to the report: a) there were no further representations received; b) Hampshire Highways had no objection; and c) the Biodiversity Officer had no objection.

RESOLVED –

That permission be GRANTED subject to the recommended conditions and reasons and the contributions towards: i) landscape/biodiversity mitigation; ii) public art; and iii) air quality monitoring and improvements.

(NOTE: A member of the public spoke in objection to the planning application citing loss of trees along Leigh Road and air quality.)

8. PLANNING APPLICATION - THE MALLARD CENTRE, NIGHTINGALE AVENUE, EASTLEIGH

The Committee considered the report of the Head of Development Control (Agenda item 9) concerning an application for the construction of a 3 storey apartment building comprising of 3no. 1 bedroom flats and 3no. 2 bedroom flats with parking, bin and cycle stores. Erection of 6no. 3 bedroom houses with parking, bin and cycle stores. Associated hard and soft landscaping and boundary treatments. Following demolition of existing building. (Ref: F/16/78077).

The Committee was advised of the following updates: a) Amended plans had been received on 12 July; b) The preamble to the report was to include reference to affordable housing; c) Condition 2 page 37 drawing numbers to be amended; d) Page 45 a typographical error that should be deleted: ‘SN REVIEW’; e) The Environment Agency had no objection; and f) Southern Gas Networks had no objection.

RESOLVED –

That permission be GRANTED subject to:

(1) amended plans received 12 July 2016;

(2) contributions towards: i) community infrastructure; ii) public open space; iii) play provision and local green space; iv) Traffic Regulation Order; v) affordable housing;

(3) the following amended conditions

Condition 2 reads as follows:
"The development hereby permitted shall be implemented in accordance with the following plans numbered: 500-01 Rev A, 500-02 Rev A, 502-02 Rev A, ENC/121114-ER'2, ENC/121114-5R2SK08A, SK14b, SK15, SK16a, SK17, SK18, SK19, SK20, SK21b. Reason: For the avoidance of doubt and in the interest of proper planning"

Amended condition 12:
"No construction or demolition work on site shall take place during the construction period except between the hours of 0800 to 1800 Mondays to Fridays or 0900 to 1300 on Saturdays and not at all on Sundays or Bank Holidays. Reason: To protect the amenities of the occupiers of nearby dwellings."

(4) The following additional condition 14:
"The arrangements for deliveries associated with all construction works to take place outside of Nightingale Schools pick up/drop off times (plus) 30 minutes (before and after) and also between the hours detailed in amended condition 12.Reason: To limit the impact the development has on the amenity of the locality."; and

(5) The recommended conditions and reasons.

(NOTE: One member of the public spoke in objection of the application citing overlooking, vehicular access and highway safety. The agent spoke in support of the application)

9. EASTLEIGH AIR QUALITY MANAGEMENT AREA ACTION PLAN - 6 MONTH UPDATE

Consideration was given to the report of the Environmental Health Manager (Agenda item 10) that gave a six monthly update on the progress with the Eastleigh Air Quality Management Area Action Plan as requested by the Committee. The report identified key issues at the current time and sought approval for the extension of use of the £20,000 of Developer's Contributions for a further six months, extending the intern's contract to 18 months. During the remainder of the contract they would spend 2.5 days per week dealing with Eastleigh Local Area Committee issues and the other 2.5 days with Borough wide air quality. It should also be noted that this proposal would be dependent on receiving Management Team approval.

RESOLVED –

(1) That the Air Quality Management Area Action Plan Update be noted; and

(2) That the extension to the period over which Section 106 developer contributions could be used to fund the Air Quality Intern be approved.

(NOTE: One member of the public spoke with regard to this report citing issues with the lack of deadline dates in the plan and the way in which buses and HGV's were controlled in terms of waiting with engines running.)

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27/09/2016

APPLICATIONS RECOMMENDED FOR DECISION

EASTLEIGH Tuesday 27 September 2016 Case Officer Gary Osmond

SITE: **Fleming Park District Park, Passfield Avenue, Eastleigh, Hampshire, SO50 9NL**

Ref. F/16/78608 Received: 24/05/2016 (26/10/2016)

APPLICANT: Eastleigh Borough Council

PROPOSAL: **Construction of stand alone Energy Centre including Combined Heat and Power engine, boilers, pumps, ancillary equipment and 15 metre high flue together with installation of district heating network and provision of landscape screening.**

AMENDMENTS:
RECOMMENDATION:

PERMIT

CONDITIONS AND REASONS:

(1) The development hereby permitted shall be implemented in accordance with the following plans numbered: 001, 60350817-003 Rev 1, 60350817-004, 60350817-005, 60350817-006, NFLC_L_9021, R01-NH , SK20160726-7, SK20160726-8, SK20160726-9 & SK20160726-10. Reason: For the avoidance of doubt and in the interests of proper planning.

(2) The development hereby permitted shall start no later than three years from the date of this decision. Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

(3) Notwithstanding the approved plans / details, no development shall start until details of the materials to be used in the construction of the external surfaces of the development hereby permitted, including the main building and chimney have been submitted to and approved in writing by the Local

Planning Authority. The development shall be carried out in accordance with the approved details. Reason: To ensure a satisfactory visual appearance in the interest of the amenities of the area.

(4) Development shall not begin until the developer has provided an air quality assessment that demonstrates that the impacts of pollutants from plant associated with the Energy Centre have been considered. This assessment must give due consideration to the technical specifications of the plant units and the proposed minimum and maximum operational emission outputs. If necessary, the report shall include a scheme of mitigation measures for minimising the impacts of these pollutants, this scheme must be submitted for approval by the Local Planning Authority. All works, which form part of the scheme approved by the Local Planning Authority, must be completed before any of the permitted development is operational, unless agreed by the Local Planning Authority. The scheme shall be fully implemented, unless varied with the written permission of the Local Planning Authority in advance of implementation. Reason: In the interests of air quality.

(5) No additional CHP plant, boilers or other equipment shall be installed without the prior written approval of the Local Planning Authority. Reason: Additional plant may impact on pollutant emissions.

(6) The siting and installation of plant and equipment, including process vents and exhausts, which gives rise, or is likely to give rise, to noise shall be approved in writing by the Local Planning Authority. Reason: To protect the area from noise.

(7) The combined level of break-out of noise from the Combined Heat and Power engine, boilers, pumps, and ancillary equipment (including any associated plant, machinery and/or equipment) shall not exceed agreed sound levels. These levels shall be agreed prior to the commencement of operation and determined at free field locations to be agreed with the Local Planning Authority. Reason: To protect the area from noise.

(8) The development hereby approved shall not be brought into operation until a noise assessment scheme that demonstrates that the installed plant and equipment complies with the agreed combine level of break-out noise has been submitted to and agreed in writing by the Local Planning Authority. Reason: To protect the area from noise.

(9) No development shall start until a landscaping scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall cover all hard & soft landscaping including trees and boundary treatment and shall provide details of timings for all landscaping and any future maintenance. The works shall be carried out in accordance with the approved plans and to the appropriate British Standard. Reason: In the interests of the visual amenity of the locality and to safeguard the amenities of neighbouring residents.

(10) For a period of no less than 5 years after planting, any trees or plants which are removed, die or become seriously damaged or defective, shall be replaced as soon as is reasonably practicable with others of the same species, size and number as originally approved in the landscaping scheme. Reason: In the interests of the visual amenities of the locality.

(11) No construction or demolition work shall start until a Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. Demolition and construction work shall only take place in accordance with the approved method statement which shall include:
a) measures to control the emission of dust and dirt generated by demolition and construction works, including measures to prevent mud on the highway;
b) a scheme for controlling noise and vibration from demolition and construction activities [including details of any piling];
c) the arrangements for deliveries associated with all construction works, loading/ unloading of plant & materials and restoration of any damage to the highway including vehicle crossovers and grass verges.
Reason: To limit the impact the development has on the amenity of the locality

(12) The use hereby permitted shall only operate between the hours of 07:00 and 23:00 on any day. Reason: To protect the amenity of the area and neighbouring uses.

Note to Applicant: In accordance with paragraphs 186 and 187 of the National Planning Policy Framework, Eastleigh Borough Council takes a positive approach to the handling of development proposals so as to achieve, whenever possible, a positive outcome and to ensure all proposals are dealt with in a timely manner.

Report:

This application has been referred to Committee because Eastleigh Borough Council is the applicant.

Description of Application

1. This application seeks consent for the construction of a standalone Combined Heat and Power (CHP) plant to serve the new leisure centre which is currently under construction. That proposed will be similar to, although on a larger scale than the existing CHP plant which serves the current Fleming Park Leisure Centre. The proposed CHP would be located in the south-western corner of the existing car park between the current leisure centre and the Bowling Club, albeit when the new leisure centre is completed and the current building demolished this would leave the site much more open.

2. The building containing the CHP plant and equipment would have a footprint of 13.9 x 8.9 metres and be 5.5 metres in height. This would be metal clad in a charcoal grey colour to match the cladding to be used on the new leisure centre. On the southern side of the main building will be a 15.0 metre high stainless steel flue and small fenced area for security with access to the building being from the northern side via the remaining car park. In order to soften the appearance of the structures it is intended to provide new landscape planting and trees.

3. In addition to the construction of the main building and flue, it is intended to install a District Heating Network which would not only serve the new leisure centre but will also provide power and heat to the new development on the former Civic Offices and Magistrates Court site to the northern end of the park, as well as potentially other neighbouring buildings such as the nearby hotel and Police and Fire Headquarters. This network would consist of insulated ducting which would be buried underground and expand upon the existing network which served the old Civic Offices.

Site & Surroundings

4. As mentioned above, the site of the proposed CHP will be in the south-western corner of the existing car park which sits to the north of the present leisure centre and south of the bowling greens. Once the new leisure centre is opened and the existing demolished, this would leave the CHP site open on all sides, with a car park it is north and east and playing fields to the south and west. Given the generally flat and level nature of the natural topography in the immediate area, the site will be quite clearly visible from all sides and from some distance in places.

Relevant Planning History

5. Consent for a new leisure centre to replace the existing was granted in December 2015 following a resolution to approve by the Eastleigh Local Area Committee (F/15/76308). The new leisure centre is reliant on the proposed CHP plant to provide all of its heat and power and to meet the BREEAM (Building Research Establishment Environmental Assessment Method) 'Excellent' level of sustainability required. However, it was not possible to include the necessary equipment and engines within the fabric of the new leisure centre building, hence why a separate standalone plant is now required.

6. Also of relevance is the resolution to grant outline consent for the redevelopment of the former Civic Offices and Magistrates Court sites (O/15/77116) and the recent approval for a new Hendy's car dealership (F/16/78623) in August. These sites will also be reliant on the CHP plant to provide heat and power and to meet the BREEAM standards required.

Representations Received

7. At the time of writing one representation has been received from the Fleming Park Bowling Club raising some concern as to the visual impact of the intended flue and whether anything can be done to reduce its impact.

Consultation Responses

8. **Head of Environmental Health** – No objection subject to confirmation of the combination and capacities of boilers and CHP plant once this has been finalised, and updated noise and air quality assessments being submitted.

Air Quality

9. "The combustion gases emitted by Combined Heat and Power systems (CHP) and boilers have an impact on air quality. The exact impact depends upon the performance of the plant, and the dispersion of the emissions from the plant. The dispersion of emissions will be effected by the height and design of the chimney stack/ flue. The regulation of CHP plant is dependent on the size of the plant. Any plant less than 20MW (thermal capacity), as it is understood to be the case with this application, are regulated under the Clean Air Act by the Local Authority (Environmental Health). Under this legislation the Local Authority are required to approve the chimney height.

10. This application is supported by chimney stack height calculations. These calculations have been carried out following the methodology set out in HMIP technical guidance note (Dispersion) D1. The calculations are based on the original plant specifications (3x1000kW boilers and 1x 240kW CHP engine).

11. The minimum chimney height has been calculated as 13.69m, but given the uncertainty around the operation of the energy centre and the final plant specification not being confirmed at this time chimney height of 15m has been specified for planning purposes. We do not have any objections to the proposed chimney height of 15m on air quality grounds. However as the regulator under the Clean Air Act once detailed design of the plant is finalised we will require the chimney height calculations to be updated and submitted to us for approval."

12. "This application is also supported by an air quality assessment… The assessment undertakes dispersion modelling to determine pollutant concentrations associated with the proposed energy centre and compares these results to relevant assessment criteria. The maximum process contribution to annual mean NO2 concentrations has been predicted, as has the maximum process contribution to hourly mean NO2 concentrations. Specific sensitive receptors have been identified

and the model shows that at all receptors there will be a negligible impact in relation to both annual and hourly mean NO2 concentrations."

13. Conditions requiring an updated air quality assessment to be submitted and agreed once the final specification of the CHP plant is known are recommended.

Noise

14. "Due to the plant being proposed for the Energy Centre there is the potential that the noise associated with this plant will impact on nearby residents as well as users of the leisure centre facilities and bowls club.

15. This application is support with a noise assessment… This noise assessment was primarily written for the redevelopment of Fleming Park Leisure Centre although it does provide some consideration to the noise impacts from the energy centre."

16. "…the assessment assumes that plant will only be operational between 07:00 and 23:00 hours. On this basis we are also assuming that the plant will only be operational between these hours, and our comments and subsequently conditions reflect this. If it is proposed to operate plant outside of these hours then an updated noise assessment will be required that looks at the night-time noise impacts."

17. "The assessment has been carried out in line with BS4142:2014 and has established a daytime noise limit for plant 1m from the facade of the Energy Centre building. The limit established is 83dBA, we do not have any objections to this limit to protect nearby residents from daytime noise impacts.

18. However, given the proposed noise limit and the lack of detailed plant assessment it is likely that users of the leisure centre, sports fields and bowls club will be impacted by noise and mitigation measures may need to be considered to reduce these impacts."

19. Conditions requiring an updated noise assessment to be submitted and agreed once the final specification of the CHP plant is known are recommended.

20. **Head of Regeneration & Planning Policy** – No objection subject to: appropriate planting species being used; details of boundary treatment; and confirmation that the underground plant/pipework will not compromise the proposed landscape screening.

21. "The proposed CHP energy centre is within the South West portion of the current overspill car park close to the northern boundary of the existing Fleming Park Leisure Centre, in a location that is currently not useable open space. It is understood that the proposed energy centre

will connect to a network that will include the New Fleming Park Leisure Centre, the Civic Offices/Magistrates Court site, and potentially sites to the north of Leigh Road (e.g. Hampshire Fire Police HQ/ Channon Retail Park) and that as elements of the pipe network are in place it is understood that this may be a factor in determining the proposed location of the new energy centre."

22. "In terms of visual prominence within the surrounding parkland, a CHP energy centre located adjacent to or within an existing building envelope would have a reduced impact although it is expected that there are operational reasons as to why this cannot be achieved as referred to above."

23. "By its nature the proposed is a functional structure, 14m x 9m and 5.5m high with a 15m chimney. Planning drawing and visuals submitted show the square profile of the CHP almost entirely screened by planting/foliage. Confirmation should be sought that the relatively dense tree/shrub planting will not be compromised by the presence of the pipe network serving the energy centre as a result of wayleaves or other access requirements for servicing/maintenance etc."

24. **Southampton Airport Safeguarding** – "The proposed development has been examined from an aerodrome safeguarding perspective and does not conflict with safeguarding criteria. We therefore, have no objection to this proposal."

25. **Environment Agency** – No comments received.

26. **Hampshire Gardens Trust** – No comments received.

Policy Context: Designation Applicable to Site

- Within Built-up Area Boundary
- Within Established Parkland
- Within Flood Zones 2 & 3
- Within HRA Screening Area
- Within Historic Park/Garden

Development Plan Saved Policies and Emerging Local Plan Policies

- Eastleigh Borough Local Plan Review 2001-2011 saved Policies: 20.CO, 25.NC, 29.ES, 32.ES, 33.ES, 34.ES, 43.ES, 59.BE, 145.OS & 186.IN

- Submitted Eastleigh Borough Local Plan 2011-2029, July 2014 Policies: DM1, DM3, DM4, DM7, DM9 & DM33

27. The Submitted Local Plan comprises: the Revised Pre-submission Eastleigh Borough Local Plan 2011 - 2029, published February 2014;

and the Schedule of Proposed Minor Changes, submitted to the Secretary of State in July 2014.

Supplementary Planning Documents

- Supplementary Planning Document: Quality Places (November 2011)

National Planning Policy Framework

28. The National Planning Policy Framework (NPPF) states that applications for planning permission must be determined in accordance with the development plan unless material considerations indicate otherwise. Para 14 sets out a general presumption in favour of sustainable development and states that development proposals which accord with the development plan should be approved without delay. Where the development plan is absent, silent, or relevant policies are out-of-date planning permission should be granted unless the adverse impacts of the development would outweigh the benefits; or specific policies in the Framework indicate development should be restricted (paragraph 14). Local plan policies that do not accord with the NPPF are now deemed to be “out-of-date”. The NPPF requires that due weight should be given to relevant policies in existing plans according to their degree of consistency with the NPPF. In other words the closer the policies in the plan accord to the policies in the Framework, the greater the weight that may be given.

29. It later states in paragraph 93 that “Planning plays a key role in helping shape places to secure radical reductions in greenhouse gas emissions, minimising vulnerability and providing resilience to the impacts of climate change, and supporting the delivery of renewable and low carbon energy and associated infrastructure. This is central to the economic, social and environmental dimensions of sustainable development.”

National Planning Practice Guidance

30. Where material, this guidance should be afforded weight in the consideration of planning applications.

Policy Commentary

31. The above policies and guidance combine to form the criteria against which this application will be assessed with particular regard to the principle of that proposed, its visual impact upon the parkland and character of the wider area, noise and air quality, the amenity of the area and neighbouring uses, flooding, nature conservation and environmental sustainability.

Comment on Consultation Responses and Representations Received

32. All comments are noted and responded to where appropriate below.

Assessment of Proposal: Development Plan and / or Legislative Background

33. Section 38(6) of the Planning and Compulsory Purchase Act 2004 states:-

34. *"If regard is to be had to the development plan for the purpose of any determination to be made under the planning Acts the determination must be made in accordance with the plan unless material considerations indicate otherwise."*

35. In this case policy issues for consideration include:

Principle

36. The application site lies within the urban edge where the basic principle of development is considered to be acceptable, with any formal planning approval being based upon the exact nature, design and impact of that proposed being considered appropriate and in accordance with the relevant Local Plan policies and Supplementary Planning Documents. The most relevant policy in this case is saved Policy 59.BE of the Local Plan which requires development to take full and proper account of the context of the site including the character and appearance of the locality and be appropriate in mass, scale, materials, layout, design and siting. It also requires a high standard of landscape design, a satisfactory means of access and layout for vehicles, cyclists and pedestrians, to make provision for refuse and cycle storage and avoid unduly impacting on neighbouring uses through overlooking, loss of light, loss of outlook, and noise and fumes. Also of relevance is Policy DM1 of the Submitted Eastleigh Borough Local Plan 2011-2029, July 2014, which essentially reiterates the above requirements.

37. Also of relevance are saved Policies 29.ES, 32.ES and 33.ES which relate to issues of noise and air pollution and ensure that there will be no unacceptable impact upon adjacent uses or upon local air quality.

38. Saved Policy 34.ES requires development to ensure that new development contributes to the requirement to reduce carbon dioxide and other greenhouse gases by ensuring sustainable construction methods and materials are used, energy demands are minimised and the renewable energy is maximised.

39. Saved Policy 43.ES relates to development within identified flood zones and states that development will only be allowed if it is

demonstrated that the site is adequately defended from flooding, that measures can be taken to ensure that life and property will not be unacceptably harmed, and that the development will not harm the integrity of existing flood defences.

40. Saved Policy 145.OS of the adopted Local Plan aims to protect designated Public Open Space, specifically sports pitches and facilities from development. However, this also includes more general open space and does allow for development provided replacement land of equivalent or better quality and quantity in a suitable location is provided prior to development.

41. While not directly related to the application proposal saved Policy 186.IN does nonetheless have some relevance in that it accepts the principle of provision, replacement, extension or improvement of facilities for use by the community. Given that the proposed CHP plant is intended to serve the new Fleming Park Leisure Centre, as well as other adjacent sites, it is a further reason why the principle of that proposed is considered to be acceptable.

Visual Impact & Area Character

42. The concerns raised above with regards to the resulting visual impact of the proposed plant upon the wider parkland setting are acknowledged. It is also acknowledged that while new landscape planting and trees are proposed to soften the impact, this would not be sufficient to entirely hide the building or the flue. However, the proposal needs to be considered in terms of the changing surrounding context. The new leisure centre will be a substantially larger building than the present facility and much more prominent when viewed in the wider context of the surrounding parkland. When viewed from the south, west or north, the CHP building will be seen against the backdrop of larger development, i.e. the Holiday Inn hotel, development along Passfield Avenue and the new leisure centre. The proposed new tree planting and landscape screening along the southern and western sides of the site, together with the existing screening around the car park which is to be retained, will also help to soften the impact of the main bulk of the building, albeit it will still be clearly visible from the car park.

43. Given the scale of existing surrounding development and that currently under construction, it is not considered that the CHP plant will have any adverse or unacceptable visual impact upon the wider area. It is accepted that the 15.0 metre high flue will be visible from all sides and that nothing can realistically be done to screen it, but with the intended stainless steel finish, which should mirror the sky, and when viewed against the wider backdrop, it is considered that any resulting negative visual impact would be mitigated by the wider environmental benefits of the project in terms of environmental sustainability.

44. As such the application is considered to meet the requirements of saved Policy 59.BE of the adopted Local Plan, DM1 of the Submitted Local Plan and the Council's 'Quality Places' Supplementary Planning Document.

Noise & Air Quality

45. Although it is accepted that the final specification and capacities of the proposed CHP plant and its associated engine and boilers are not yet know, the Head of Environmental Health is satisfied that the noise and air quality assessments submitted demonstrate that the likely impact of the CHP on both these issues would be negligible and will have no adverse or unacceptable impact upon nearby residents or users of the park, leisure centre or any other surrounding uses and facilities. The assessments submitted have been based on 'worse case' scenarios and while more detailed information has been requested once the final specification and likely loads required are known, no objection has been raised, although conditions are recommended for this information to be submitted at a later date and prior to works commencing.

46. As such the application is considered to meet the requirements of saved Policies 29.ES, 32.ES and 33.ES of the adopted Local Plan and DM7 of the Submitted Local Plan.

Amenity

47. In terms of general amenity, given the nature of the proposed development and surrounding uses, it is not expected that there will be any significant impact. As has been discussed above the overall visual impact of that proposed and its impact on air quality and noise in the immediate area are considered on balance to be acceptable.

48. Looking at matters of amenity in terms of how the plant will be run and managed, given that it will utilise mains gas there will be no need for regular deliveries of fuel or biomass as with other similar plants, with access only being required for occasional maintenance and monitoring which can be undertaken by one person when required. Access to the unit will be from the adjoining car park.

49. Even during its construction it is not expected that there will be any significant impact as the unit will be made up of a number of containerised modules which can be delivered on the back of a lorry and craned into position on a pre-prepared concrete slab base and bolted together. This would only take a few days to complete and would be undertaken at the same time as construction of the new leisure centre. Given that the CHP plant is required to run the leisure centre the plant will need to be up and running before the leisure centre is opened.

50. Also of relevance is saved Policy 145.OS which is intended to protect public open space and sets out a number of criteria which must be met before loss of public open space can be considered acceptable. The first two are the most relevant in this case and state that development will only be acceptable if: i) the proposed development is ancillary to the principle use of the site and does not adversely affect the quality or quantity of pitches or their use; and ii) the development only affects land which is incapable of forming part of a playing pitch. As has already been mentioned above, the CHP plant is intended to serve the new leisure centre and is therefore ancillary to the existing principle use of the site. It will also take up a modest area of land which is currently used for parking, and will not form part of any future playing field, thereby meeting the requirements of Policy 145.OS.

51. As such the application is considered to meet the relevant requirements of saved Policies 59.BE and 145.OS of the adopted Local Plan, DM1 of the Submitted Local Plan and the Council's 'Quality Places' Supplementary Planning Document.

Flooding

52. The site of the proposed new CHP plant sits on the Monks Brook flood plain. However, it sits just outside the Environment Agency identified flood zones 2 & 3, meaning that the likelihood of the plant being subject to flooding is minimal. A flood risk assessment has been submitted with the application which demonstrates that this is the case. While no response has yet been received from the Environment Agency it is not expected that they will raise any issues of concern.

Nature Conservation

53. The main issue for nature conservation in this instance is to ensure that the proposed development will not result in harm to water quality within the nearby Monks Brook, which is an important tributary of the River Itchen. As such it sits within the 400 metre Habitats Regulation Assessment (HRA) buffer zone for the Monks Brook. An HRA screening assessment has been undertaken and it is considered that a full HRA assessment is not required in this instance given the small scale of that proposed and that the works are to be undertaken at the same time as construction of the new leisure centre where measures are already in place to ensure that water quality within the Monks Brook is not harmed by construction works. Given that the CHP plant will run on mains gas, there will also be no chance of fuel of chemical spills once it is operational.

Environmental Sustainability

54. As has been mentioned above, the proposed CHP plant is an important part of the new leisure centre project and is required to ensure that the centre will meet the BREEAM 'Excellent' rating required. It will also be

an important part of ensuring the redeveloped former Civic Offices and Magistrates Court sites can meet the same BREEAM rating, as well as providing the opportunity for existing uses around the site to be more environmentally sustainable by plugging into the power generated by the plant and the proposed District Heating Network, which will use the waste heat from the gas powered engines to provide heating. This waste heat will also be used to heat the swimming pool within the new leisure centre.

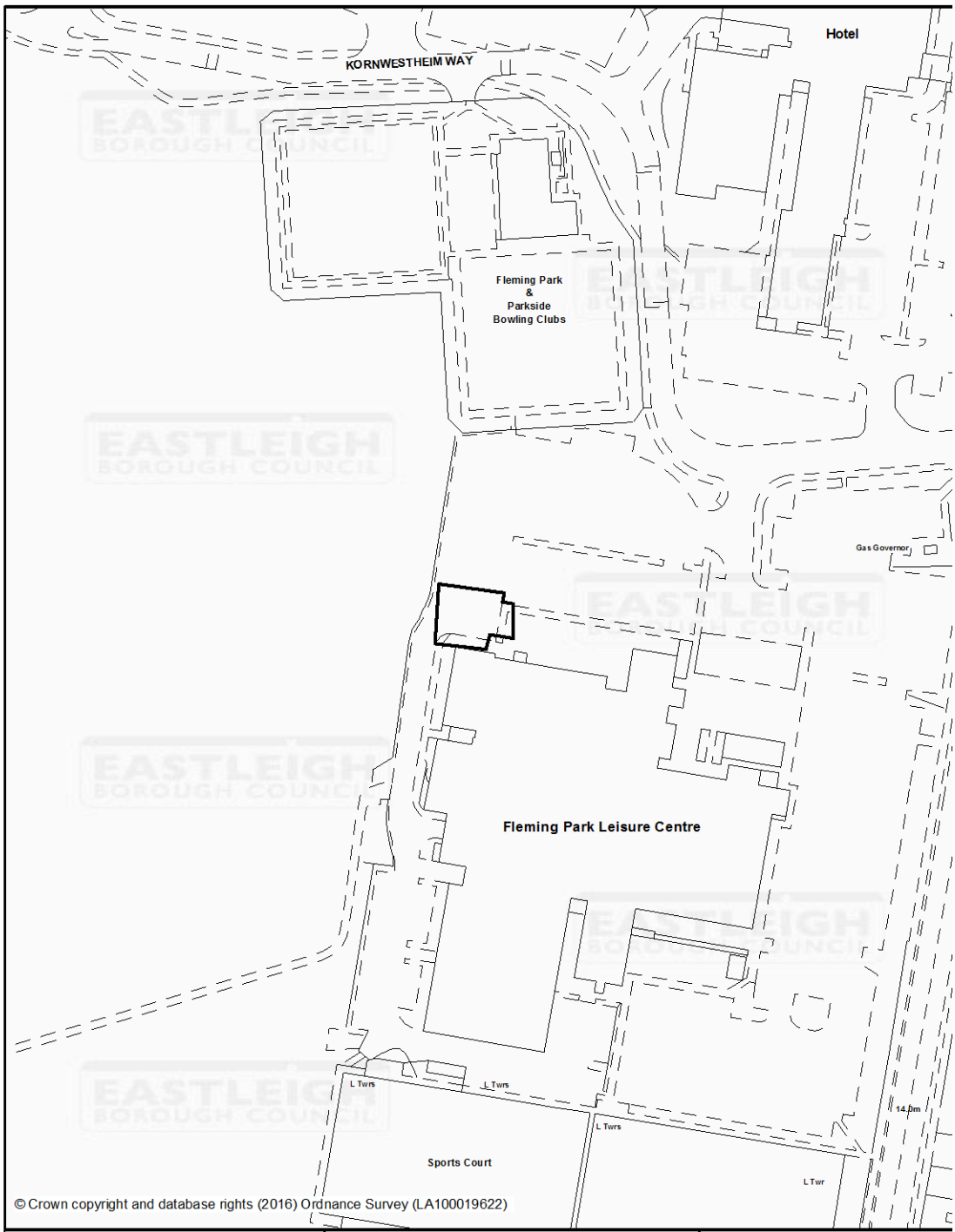
55. The proposed CHP plant in combination with the existing roof mounted solar panels on the current leisure centre which will be relocated to the new, will ensure that the new Fleming Park Leisure Centre will be one of the most environmentally sustainable buildings in the Borough and make a significant contributions to achieving the Council's environmental aspirations and meeting the requirements of saved Policy 34.ES of the adopted Local Plan and the Council's 'Environmentally Sustainable Development' Supplementary Planning Document.

Other Material Considerations

56. Reference needs to be made the Submitted Eastleigh Borough Local Plan 2011 - 2029, July 2014. However very little weight can be given to these policies as, although the Submission Local Plan has not been withdrawn the Council has confirmed that it has decided to prepare a new local plan which will cover the period up to 2036. With regards to this application, the new policies essentially echo those of the current plan and are not considered to affect the recommendation put forward.

Conclusion

57. The proposed CHP plant is an integral and important element of the new Fleming Park Leisure Centre which will provide significantly improved facilities for residents of the Borough and make a substantial contribution to ensuring that new development in the Borough is as environmentally sustainable as reasonably possible. It is accepted that the structure and chimney will have a visual impact upon the parkland, which can be mitigated to a degree by appropriate landscape screening. However, overall the proposal is considered to be acceptable and to accord with the requirements of the relevant saved policies of the adopted Local Plan, the Submitted Local Plan and Supplementary Planning Documents. As such the application is recommended for approval subject to conditions.



EASTLEIGH BOROUGH COUNCIL

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Date: 13/09/2016

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EASTLEIGH LOCAL AREA COMMITTEE

27 September 2016

Eastleigh Market – Revised Regulations and Fees and Charges

Report of the Local Area Co-ordinator (Eastleigh)

Recommendations

It is recommended that:

1) the revised Eastleigh Market Rules and Regulations, shown in Appendix 1 are approved;

2) the fees and charges shown in Appendix 2 are approved; and

3) the Eastleigh Market application form shown in appendix 3 is approved.

Summary

This report sets out a revised set of rules and regulations and fees and charges for Eastleigh Market, together with a new application form for stallholders. These update the rules and regulations and fees and charges last approved on May 24.

Background

1. A range of improvements have been developed over the past 12 months to improve Eastleigh Market. A set of revised Rules and Regulations were developed and approved by ELAC on 24 May but have had further minor amendments. These are shown in Appendix 1.

2. New Fees and Charges were also developed but have now been updated to include the parking fee within the service charge. This is due to the closure of Twyford Road Car Park, the current car park for traders. A permit system for trader parking at Dutton Lane will be introduced. The new fees and charges are shown in Appendix 2. They aim to keep the fees unchanged in order to keep Eastleigh Market competitive with other local markets.

3. A new registration form has also been developed, which will enable us to make more thorough checks on prospective market traders, ensuring that the Council conforms to the code of practice set out in the Real Deal adopted on 24 May.

4. A range of other new innovations have been developed over the last year. Most importantly is an online booking system that will allow registered stall holders a much improved self-serve option. This enables them to book several markets at once ahead of time, online payment and removes the inconvenience of having to

pay cash on the day. It also reduces the time required for the market supervisor to collect stall fees and the risk associated with banking and cash handling on market days.

5. These changes have been developed in consultation with our current stall holders who are very supportive and have been considered by the Eastleigh Market Board. The Board now recommends them for approval by the Local Area Committee to come into effect from 1 October 2016.

6. Financial Implications

The financial implication of this report can be contained within the approved market revenue budget.

Risk Assessment

7. The current rules and regulations gives The Council discretion to vary the rules at any point providing reasonable notice is given. Traders have been informed of the proposed changes and were invited to an information session to allow them to review the proposals and give ideas and suggestions towards the changes. As a result of these changes, it may be that current traders may not be compliant with the new rules. We will continue to work closely with our current traders whilst any changes are phased in to allow them to adapt.

Equality and Diversity Implications

8. The Equality Act is not relevant to the decision in this report as the decision does not relate to eliminating discrimination, advancing equality of opportunity, or fostering good relations between different people. An Equality Impact Assessment has not been carried out.

GUY RIDDOCH
EASTLEIGH LOCAL AREA COORDINATOR

Date:	27 September 2016
Contact Officer:	Jade Moses
Tel No:	023 8068 8033
e-mail:	jade.moses@eastleigh.gov.uk
Appendices Attached:	3
Report No	AC9015

LOCALISM ACT 2011, SECTION 1

The following is a list of documents which disclose facts or matters on which this report or an important part of it is based and have been relied upon to a material extent in the preparation of this report. This list does not include any published works or documents which would disclose exempt or confidential information.

None

APPENDIX 1

EASTLEIGH MARKET

RULES AND REGULATIONS

A R Ward
Head of Legal & Democratic Services
Eastleigh House
Upper Market Street
EASTLEIGH
HAMPSHIRE
SO50 9YN

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1. DEFINITIONS

1.1. the **Council** means Eastleigh Borough Council.

1.2. the **Agreement** means these rules and regulations together with the Stallholder's completed and accepted application for Stallage Rights.

1.3. the **Approved Cover** means an inflammable cover of a good standard and of uniform size and style in green and or white or such other canvas cover as approved by the Market Manager at his absolute discretion.

1.4. the **Approved Gazebos** means a free standing gazebo structure securely covered with an Approved Cover and together with an Approved Table or such other structure to be specified by the Market Manager at his absolute discretion.

1.5. the **Approved Table** means an erected table covered with an Approved Cover to be used for the purposes of trading in the Market**.**

1.6. the **Booking Date** means the Market Date for which the online booking was provided for.

1.7. a **Charity** means a charity lawfully registered as such in England and Wales or such other organisation established for exclusively charitable purposes as defined in the Charities Act 2011 and operates the charity for the purposes of the public.

1.8. a **Casual Stallholder** means all other Stallholders who are not Permanent Stallholders.

1.9. **High Risk Food** means food that is ready to eat and is likely to support the growth of harmful organisms (usually bacteria) that could make consumers sick.

1.10. the **Market** means the Eastleigh regular Thursday and Saturday Market.

1.11. a **Market Day** means a day when the Market is trading.

1.12. the **Market Manager** means the person or persons nominated to act in this role by the Council.

1.13. the **Market Site** means the place where the Market takes place.

1.14. the **Notice to Vacate a Pitch** is a notice given in writing to the Market Manager that the Stallholder will vacate their Pitch and surrender their Stallage Rights at the end of the Notice Period.

1.15. the **Notice Period** is equivalent to the number of Market Days' rent that is purchasable with the Deposit held. The Notice Period begins on the day that the Notice to Vacate a Pitch is given by the Stallholder.

1.16. the **Ordinary Fees** are the Pitch fees and the Service Charge plus fees for any equipment hired.

1.17. a **PAT** means portable appliance testing.

1.18. a **Permanent Stallholder** means a Stallholder who has paid a deposit as specified in Clause 7.

1.19. a **Pitch** means a space on which a Stallholder may trade or such other spaces as the Council shall in its absolute discretion determine from time to time.

1.20. the **Service Charge** means such proportion of the Service Costs.

1.21. the **Service Costs** means all of the reasonable and properly incurred costs in operating the Market including parking, electricity and waste disposal.

1.22. the **Stallholder** means the person in whose name any Agreement is made, who is responsible for compliance with the terms of the Agreement and anybody operating on his behalf.

1.23. a **Stall** means an Approved Gazebo, or at the discretion of the Market Manager, an appropriate vehicle or trailer.

1.24. the **Stallage Rights** means the right to occupy a Stall on an allocated Pitch.

1.25. the **Trading Hours** are the hours that the Market is trading on a Market Day, more precisely defined in clause 4.

1.26. the **Waiting List** is a list of potential Stallholders awaiting a suitable position within the Market.

1.27. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.28. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. STALLHOLDERS RIGHTS AND RESPONSIBILITIES

2.1. The Stallholder is the person to whom Stallage Rights will be given.

2.2. The Stallholder is not allowed to sublet or assign his Stallage Rights.

2.3. The Council reserves the right in its absolute discretion to refuse Stallage Rights to any person or persons for any reason(s).

2.4. The Stallholder acknowledges that the Agreement and Stallage Rights are personal to him, that he will be responsible for ensuring that his agents comply with the terms of the Agreement, and that he will be liable for any breach of the terms of the Agreement committed by whosoever.

2.5. Stallage Rights will normally be granted by the Council on a two week rolling basis.

2.6. Provision for a single Market Day may exist where traders are trying out the Market or filling in gaps or absences or where capacity exists and at the Market Manager's absolute discretion.

2.7. For the avoidance of doubt all Stallholders are required to comply with the registration requirements of the Market before commencing trading in any Market Day.

2.8. The Stallholders may not permit any person other than himself and his agents to operate the Stall.

2.9. The Stallholder and their agent must supply at least one document as proof of their legal right to work in the U.K. submitted with their application. Failure to do so may result in a referral to the Home Office.

2.10. A Stallholder must supply at least two valid forms of proof of address in support with their application which clearly states their full name and address. The Stallholder must notify the Market Manager of any change of address and re-submit new proof of address.

2.11. The Stallholder must inform the Market Manager of any changes to their application and will be asked to confirm his records are up to date.

2.12. All Stallholders are required to comply with and ensure compliance by their employees and other persons acting upon their behalf with all the provisions of this Agreement, and all Acts of Parliament, statutory regulations, byelaws or rules and regulations made by a competent authority or notified by the Market Manager.

3. PITCHES AND STALLS

3.1. Pitches will be let as a minimum 3 metres frontage with depth of 3 metres. Additional frontage may be let if available.

3.2. An aisle width of no less than 3.6 metres shall be created and maintained at all times to allow for the passage of emergency vehicles.

3.3. A gap of at least 4 metres width is to be kept open in front of 19 - 23 Leigh Road (occupied by Poundland Plc as of December 2013) at all times, to protect emergency evacuation routes from the store.

3.4. The Stallholder may provide his own Stall subject to the Council's approval and details should be provided on the application form.

3.5. The Council can assist with the provision of equipment at a hireable rate on a first come, first served basis. See enclosures for a list of equipment available and the hire fees.

3.6. Each Stall backing on to the Leigh Road shops shall operate with a double front although a transparent back sheet may be used in bad weather conditions.

3.7. The Council will supply electricity for use by the Stallholder and the Market Manager will be responsible for opening and securing the meter

cupboard and feeder pillars at the commencement and end of each Market Day. A 16amp connector is required.

3.8. The Market Manager may alter any Stall or Pitch location or change the layout of the Market Site on any occasion at any time for any reason.

3.9. The Stallholder will not have exclusive occupation of any Pitch.

3.10. If in any event the Council moves the Market, the Stallholder will not retain any rights to occupy any part of the existing Market Site.

3.11. Each Stall must display a sign identifying the Stallholder, trader ID and the stall reference number prominently at the front of their Pitch.

3.12. The Council reserves the right to grant Stallage Rights to traders as they see viable and will endeavour to keep similar Stall types three Stalls apart.

4. MARKET DAYS AND TRADING HOURS

4.1. The Market will only open and trade on Thursdays and Saturdays. Stallage Rights will only be available on Thursdays and Saturdays.

4.2. The Market will not open or trade on any days other than Thursdays and Saturdays. Stallage Rights will not be available to anybody on any days other than Thursdays and Saturdays.

4.3. At the Council's discretion, the Market may open on days other than Thursdays and Saturdays for special occasions and themed markets (e.g. Christmas Eve Market etc). In this instance, the Stallholder will be asked whether they want to trade at the Market on the special Market Day. If the Stallholder agrees to trade at the Market on the special Market Day, then these rules and regulations will apply to the

Stallholder as if the special Market Day were any other ordinary Market Day.

4.1. The Council reserves the right to hold specialist themed markets (e.g. vintage market) or events on any day with traders that may not usually attend the market and may vary these terms as they see fit on these occasions.

4.2. The Market Site will be available for the Stallholder to set up between 6am and 8:45am on Market Days, and the Stallholder must be set up and ready to trade by 8:45 am at the latest.

4.3. The Stallholder must claim his Pitch by 8am on each Market Day.

4.4. If the Stallholder does not claim his Pitch by 8.30am on any Market Day, he may be refused access to a Pitch for that Market Day and he may be subject to a written warning as outlined in clause 16. In these circumstances the Stallholder will still be liable for the Ordinary Fees for that Market Day.

4.5. The Stallholders' vehicles must be removed from the Market Site by 8.45am.

4.6. The Stallholder must be trading between the hours of 9am and 4pm exclusive. The Stallholder or his agent shall be in attendance personally at the Stall at all times between these hours.

4.7. The Stallholders' vehicles will be allowed back on to the Market Site no earlier than 4 pm to enable the Stallholder to pack up.

4.8. Dismantling of Stalls must not commence before 4 pm on any Market Day unless otherwise directed by the Market Manager.

4.9. The Stallholder must be clear of the Market Site by 6 pm. Should the Stallholder or his property still be on the Market Site after 6pm, he will incur a charge to cover staff time to clear and secure the Market Site.

4.10. The Market Manager may vary these hours on any occasion at any time for any reason.

5. CANCELLATION

5.1. The Market Manager has the authority to cancel the Market for any reason.

5.2. If the Market is cancelled earlier than midday on a Market Day, the Stallholder will be liable for 50% of the Ordinary Fees for that Market Day.

5.3. If the Market is cancelled at midday or later than midday on a Market Day, the Stallholder will be liable for 100% of the Ordinary Fees for that Market Day.

5.4. In the event that the Market is cancelled on the day to which it was intended to be held, there will be no refund of any parking charges, equipment hire or Service Charge which may have been paid.

6. ORDINARY FEES

6.1. As outlined in clause 1, the Ordinary Fees comprise the Pitch fee and Service Charge plus the fees for any equipment hired

6.2. The Pitch fees of the Ordinary Fees for Stallage Rights are based on the metre frontage of the trader’s pitch as set out on the application and are subject to review in the Council’s annual Fees and Charges Report.

6.3. Any change in the Ordinary Fees will be communicated in writing to the Stallholder one calendar month prior to the implementation of the change.

6.4. The Ordinary Fees must be made in advance and in accordance with the directions of the Market Manager.

6.5. No arrears of Ordinary Fees will be permitted and access to a Pitch may be refused on a Market Day if the Stallholder has not paid the Ordinary Fees. In these circumstances, the Stallholder will still be liable for the Ordinary Fees for that Market Day, in addition to the arrears, and may be subject to a written warning as outlined in clause 16.

6.6. Only valid receipts will be evidence of payment made.

6.7. No refund of any Ordinary Fees will be granted for any period where the Stallholder does not use a Pitch for any reason whatsoever, except as provided for in clause 5 of these Rules and Regulations.

6.8. A Stallholder shall be entitled to nominate an alternative Market Day to the Booking Date. Such a nomination must be communicated to the Market Manager no less than 7 days prior to the Booking Date. The Stallholder is only permitted one alternative Market Day per Booking Date and up to a maximum of three nominations per Booking Date.

6.9. At the Market Manager's discretion a Charity with Stallage Rights will be exempt from Pitch fees. This exemption can only be applied to one Market Day per calendar month. All other Ordinary Fees will still be applicable.

7. DEPOSIT

7.1. The deposit for Permanent Stallholders will be an amount equivalent to total full Pitch fees for four Market Days.

7.2. The deposit will not be returned, but after giving Notice to Vacate a Pitch the Permanent Stallholder may trade free of Pitch fees for the duration of his Notice Period.

7.3. The payment of the deposit must be made in advance of the Permanent Stallholder's first Market Day and in accordance with the directions of the Market Manager.

7.4. Access to a Pitch may be refused on a Market Day if the Permanent Stallholder has not paid the deposit or if the deposit has fallen below an amount equivalent to total Pitch fees for four Market Days. In these circumstances, the Stallholder will still be liable for the full Ordinary Fees for that Market Day and may be subject to a written warning as outlined in clause 16.

7.5. Deductions will not be made from the Permanent Stallholder's deposit except:-

7.5.1. to cover the cost of correcting any breach of the Agreement by the Permanent Stallholder,

7.5.2. to cover the cost of repairing any damage or cleaning any mess caused by the Permanent Stallholder,

7.5.3. to cover the cost of Ordinary Fees on Market Days when the Permanent Stallholder does not claim his Pitch,

7.5.4. to cover the cost of Ordinary Fees on Market Days when the Permanent Stallholder claims his Pitch but has not paid the Ordinary Fees, or

7.5.5. in accordance with the provision in clause 7.4

7.6. Permanent Stallholders shall be entitled to a 5% discount of the full Pitch fees per Market Day except in circumstances as outlined in Clause 7.4.

8. INSURANCE

8.1. The Stallholder shall indemnify the Council, its employees and agents from and against all costs claims and demands in respect of death or bodily injury or damage to property of any third party.

8.2. For this purpose the Stallholder must have a minimum Public Liability Insurance of five million pounds (£5,000,000) or higher (as otherwise required) with a reputable insurance company.

8.3. The Stallholder must submit a valid copy of his Public Liability Insurance with their application and produce valid proof of his Public Liability Insurance upon request.

9. PLAN OF MARKET SITE

9.1. Please see attached enclosure (to follow)

10. GOODS AND COMMODITIES

10.1. The Stallholder must clearly state the type of business and goods to be sold when applying for Stallage Rights and he must only conduct that type of business and sell those goods.

10.2. The Stallholder must obtain all necessary licences and consents relevant to the goods that he is trading.

10.3. If the Stallholder trades in foodstuffs he shall comply with all relevant provisions of the Food Safety Act 1990 and all other relevant

legislation, regulations and current standards; and they must be registered with their Local Authority.

10.4. Any Stallholder trading in High Risk Food must be in receipt of a valid and up to date food hygiene rating of no less than three.

10.5. The sale of alcohol, tobacco, live animals, fireworks, offensive weapons, pornographic material, unsafe goods, illegal or counterfeit goods is prohibited.

10.6. The Stallholder shall not offer for sale any goods which by reason of size smell noise condition or nature are, in the opinion of the Council, objectionable for any reason.

10.7. The Stallholder must not sell goods outside or immediately adjacent to permanent retail premises selling similar goods.

10.8. The Council may grant Stallage Rights to traders selling similar goods and will endeavour to keep similar Stalls at least three pitches apart.

11. HEALTH AND SAFETY

11.1. It is the Stallholder's responsibility to ensure the Pitch is kept safe during each Market Day.

11.2. All Stallholders must undertake a health & safety risk assessment of their working methods and devise and apply suitable safeguards to minimise risks.

11.3. The Stallholder shall not use any electricity generator on the Market Site without the prior written consent of the Council nor (in the event of such consent having been given) without such generator complying at all times with the requirements of the Council's Head of Transportation and Engineering, Environmental Health Manager or Head of Direct

Services (as appropriate). If generators are permitted, they must be of the silent running type and must not be placed in a position where a disturbance or obstruction may be caused and must be fenced off from the public.

11.4. Any electrical equipment which is to be connected to the electricity supply for the purposes of use in the Market must be appropriately tested and certificated (i.e. PAT test, etcetera) and copies of certificates of electrical safety must be provided with the application form. The Council can PAT test equipment for a fee.

11.5. The Stallholder will ensure that all equipment connected to the feeder pillars and sockets situated on the colonnades is safe and complies with all relevant safety regulations.

11.6. The Stallholder will not add to or alter the electrical wiring and fittings provided by the Council.

11.7. No gas oil or electric fire stove or other heating or lighting apparatus is permitted without prior written consent of the Council and the Stallholder shall take adequate precautions at all times to ensure that no fire risks exist. Gas safety certificates must be submitted with the application if gas use is required.

11.8. The Stallholder must have appropriate fire fighting equipment, which is regularly serviced and maintained.

11.9. The Stallholder must not block any fire exits of premises adjacent to his Pitch.

11.10. No boxes, stock or any article will be left in the designated passageway which must be kept clear and clean for the passage of pedestrians at

all times and dropped kerbs must be free of obstructions for wheelchair access.

11.11. Cables must be organised in such a way as to avoid risks of tripping.

11.12. The Stallholder must ensure that all their operations in the Market including the trading complies with, where applicable, current food safety, health and safety and other relevant legislation including Safety at Work legislation. Supporting documentation to be submitted with application.

12. GOOD CONDUCT

12.1. It is the Stallholder's responsibility to ensure the Pitch is kept safe, visually attractive, clean and tidy during each Market Day and is left clean and tidy at the end of each Market Day. Any refuse, litter or spillages must be deposited in the appropriate bin or cleaned up. All rubbish must be removed during and at the end of each Market Day into the bins provided and the Stallholder must separate waste for recycling.

12.2. Selling by amplification is not permitted. Any noise which may cause a nuisance, annoyance or offence to any person is not permitted.

12.3. The Stallholder shall not cause nuisance, annoyance or danger or interfere with any other person using or trading in the Market.

12.4. The Stallholder must trade from within the boundary of the Pitch and the Stall and must not erect additional tables, Stalls, barrows, advertisements or "A" boards in addition to the Stall without the express permission of the Market Manager.

12.5. As outlined in Clause 3.11, the name or names of each Stallholder shall be prominently displayed on his, her or their Pitch or Stall and his, her or their address shall be available for inspection by the public in the Market Manager's Register at all times during Trading Hours.

12.6. The Stallholder must clearly display his refund policy on his Stall.

12.7. The Stallholder shall not conduct "Dutch" auctions or mock auctions or similar methods of trading.

13. PARKING

13.1. During Trading Hours the Stallholder is required to park his vehicles away from the Market Site. One parking permit shall be issued to each Stallholder and shall only be valid for the Market Day for which it is issued. The issued permit is to be displayed in the Stallholder's registered vehicle accordingly or an alternative vehicle (nominated prior by the Stallholder by giving a minimum of 24 hours' notice to the Market Manager).

13.2. The Stallholder must submit their vehicle registration number in their application.

13.3. At the Market Manager's discretion, the Stallholder is to park his vehicle as the Market Manager directs.

13.4. No refund of parking charges paid will be made under any circumstances.

13.5. Any resulting parking dispute not specifically provided for in the above clauses will be handled through the ordinary parking penalty procedures.

14. HOLIDAY ENTITLEMENT

14.1. Permanent Stallholders shall be entitled to holiday leave in the amount of up to two calendar weeks in any quarter of a calendar year, during which time he may be absent from the Market and not trading on Market Days and will not be liable for the Pitch fees during this period of absence.

14.2. Stallholders will be expected to give the Market Manager, at least four calendar weeks written notice of any intended holiday leave.

14.3. The Market Manager reserves the right to refuse holiday requests for any reason whatsoever if it takes the view that there would be a detrimental effect to the financial viability of the Market.

14.4. If any further leave is to be taken in addition to the allocated two weeks and within the same quarter of the calendar year then the Stallholder will still be required to pay all of the Ordinary Fees during his holiday leave.

15. DEATH OF STALLHOLDER

15.1. Upon the death of the Stallholder and upon application, an Agreement and Stallage Rights may be granted to a spouse or adult child of a deceased Stallholder without recourse to the Waiting List, provided that the new Stallholder complies with the terms of the Agreement and

continues to run the same type of business and sell the same type of goods.

15.2. In the event of the Stallholder's death, should the option contained in clause 15.1 not be taken up, any money held on account in relation to the deceased Stallholder will be returned to his estate.

15.3. In the event of the Stallholder's death, should the option contained in clause 15.1 be taken up, any money held on account in relation to the deceased Stallholder will continue to be held on account for the new Stallholder.

16. BREACH AND DISCIPLINARY MATTERS

16.1. Except in the circumstances previously outlined where the Stallholder may be subjected to a written warning, breaches of the Agreement will normally be discussed with the Stallholder as soon as the Market Manager becomes aware of any breach. The Stallholder will normally be asked to correct any breaches or comply with the Agreement in the first instance.

16.2. If the Stallholder does not comply with a verbal request, or if a further breach occurs on the same day, then the Council will issue a formal written warning as soon as possible, detailing the breach complained of and setting out what the Stallholder is required to do.

16.3. Any written warning will remain active for a period of six months and if a further written warning is issued during this period the Stallholder will be automatically suspended for the next Market Day.

16.4. If the Stallholder incurs two periods of suspension in any twelve month period then his Stallage Rights will be automatically terminated. In this event, the Stallholder will be permitted to reapply for Stallage Rights but will be placed at the bottom of any Waiting List. The Market Manager reserves the right to refuse Stallage Rights to any person who has previously had Stallage Rights removed.

16.5. The Stallholder will still be liable to pay the Ordinary Fees for any period of absence due to suspension or for any other reason.

16.6. Disciplinary matters will in the first instance be dealt with by the Market Manager and if necessary will be referred to the appropriate Council Officer.

16.7. The Council Officer will discuss any issue with the Stallholder concerned and give reasons for their decision and if the Stallholder is not satisfied with the explanation or decision they may contact the Council and request a formal review of the decision under the usual complaints procedure. The Council will then review any action and respond in writing stating the outcome of such a review.

17. VARIATION AND TERMINATION

17.1. The Council may vary or terminate these Rules and Regulations at the Council's sole discretion. The Stallholder will be advised in writing of any such variation or termination within a reasonable time.

17.2. In addition to the circumstances outlined in clause 16, the Council or the Market Manager may terminate the Stallholder's Agreement and Stallage Rights by giving two calendar weeks notice to the Stallholder.

17.3. The Council or the Market Manager may terminate the Stallholder's Agreement without notice where the Stallholder has provided misleading or inaccurate information to the Council or the Market Manager, following an adverse finding of a regulator (e.g. Environmental Health, DEFRA, etc), in the case of illegality, or in any other extraordinary circumstances.

APPENDIX 2 – EASTLEIGH MARKET FEES AND CHARGES

1. Pitch fee: £20 per 3 metre frontage (unchanged)

2. Service charge, for use of electric, waste disposal and car parking:
    - £6.75 (including car parking)

3. Registered charities: free of charge (excluding equipment hire), limited to once every two months

4. Introductory offer: first 3 consecutive market days at full charge followed by 3 consecutive days free of charge

5. Regular booking discount: 5% discount will be granted for traders that have paid a deposit equivalent to 4 days stall fees

6. Gazebo Hire (includes 4 weights and 1 side sheet):
    - 3x3m: £8
    - 3x4.5m: £10
    - 3x6m: £12

7. Additional weights (11kg minimum):
    - x1: £2.50
    - x2: £5
    - x3: £7.50
    - x4: £10

8. Side sheet: £2.50

9. Side sheet with window: £2.50

10. Electric socket adapter (16amp): £5

11. Electric cable cover: £5

12. Rain gutter 4.5m: £1

13. Table 183x76cm: £5

14. Overhang frame and sheet: £2.50

15. Joining bracket: £1

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APPLICATION FOR STALLAGE RIGHTS
REGISTRATION TO TRADE AT EASTLEIGH MARKET

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information, see https://www.eastleigh.gov.uk/the-council/data-protectfreedom-of-information/data-processing-fair-processing-notice.aspx or contact Richard Ward, 023 8068 8103 richard.ward@eastleigh.gov.uk.

SECTION 1: ABOUT YOU	
Your name:	
Your date of birth:	
Your postal address:	
Your postcode:	
Your telephone number(s):	
Your email address:	
Your vehicle registration number:	
National Insurance Number:	
Charity Registration Number (if applicable):	
SECTION 2: ABOUT YOUR STALL	
If you have previously had a stall on Eastleigh Market please give dates:	
Description of business: *(Please include details of commodities sold, etc)*	
Description of Stall: *(Please include details of signs, tables, electric, etc.)*	
Market Days: *(Please delete as applicable)*	Thursdays Saturdays

No. of $3m^2$ Pitches required:	
Duration of agreement: *(Please delete as applicable)*	One Market Day only Agreement Four Market Day rolling Agreement (deposit required)
Details of any agents you employ to work on your stall e.g: name, address, nationality and or clause certifying right to work in the UK.	
SECTION 3: ABOUT YOUR INSURANCE	
Insurer:	
Policy Number:	
Renewal Date:	
SECTION 4: ABOUT YOUR HEALTH AND SAFETY CERTIFICATES *(Please attach copies of supporting documentation e.g. certificates, proof of registration letters, etc)*	
Registered/ inspecting authority & date of last inspection:	
Gas Safe certificate details & date of last inspection:	
Electrical PAT certificate details & date of last inspection: *(If you require PAT testing, please contact the Eastleigh Borough Council Facilities team on 02380 688 111 or email facilities@eastleigh.gov.uk)*	
Food Hygiene Rating certificate details & date of last inspection	
SECTION 5: ABOUT THE FEES *(Fees are calculated per Market Day and are subject to change at one calendar months' notice)*	
Pitch Fee (per $3m^2$ Pitch):	£20.00
Service Charge (per stall):	£6.75
SECTION 6: ABOUT THE DEPOSIT	

(The deposit must be paid before your first Market Day if opting for the Four Market Day rolling Agreement)	
Deposit (per $3m^2$ Pitch):	£80.00

SECTION 7: YOUR COMMITMENT

By signing this application the Stallholder acknowledges that he has read the Rules and Regulations and agrees to be bound by them. The Stallholder understands that this document together with the Rules and Regulations form a binding Agreement.

Signed:_____ Dated:_____

Name and Address:_____

SECTION 8: FOR OFFICE USE ONLY

(Please delete as applicable)

- This application has not been granted and the applicant has not been added to the Waiting List.
- This application has not been granted, however the applicant has been added to the Waiting List.
- This application has been granted and is signed below on behalf of Eastleigh Borough Council.

Signed:_____ Dated:_____

Name and Position:_____

DOCUMENTS TO SUBMIT

This section provides details of the supporting information that must be submitted with your application. You will need to scan in paper documents in order to send them via email. Photographs and plans that exist as files on your computer can be attached directly.

1. **Proof of your legal right to work in the UK: all applicants, employees or other person acting on your behalf (where lawfully required in compliance with a legal duty to provide proof of right to work) must provide at least ONE document from this list verifying your identity and right to work in the UK.**

Documents B1-B8 have time restrictions, so if you provide one of these we will carry out a follow-up check every 12 months, unless you can later produce a document from A1-A10. Documents marked with an asterix(*), also require proof of your National Insurance. Please select the document type that you will be submitting. (please tick the document you will submit)

A1: Valid passport showing that the applicant is a British citizen or has the right of abode in the UK. ☐

A2: A passport or national identify card showing you are a national of the EU or Switzerland. ☐

A3: A residence permit, registration certificate / document certifying / indicating permanent residence issued by the Home Office, Border and Immigration Agency, or the UK Border Agency to a national of the EU or Switzerland. ☐

A4: A permanent residence card / document issued by the home Office, Border and Immigration Agency, or the UK Border Agency to the family member of a national of the EU or Switzerland. ☐

A5: A passport or other travel document endorsed to show you are exempt from immigration control, allowed to stay indefinitely in the UK, have the right of abode in the United Kingdom, or have no time limit on your stay. ☐

A6*: An Immigration Status Document issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency with an endorsement indicating that you are allowed to stay indefinitely in the UK or have no time limit on your stay. ☐

A7*: Birth certificate or adoption certificate issued in the UK which includes the name(s) of at least one of your parents / adoptive parents. ☐

A8*: Birth certificate or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland. ☐

A9*: A certificate of registration or naturalisation as a British citizen. ☐

A10*: A letter issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency which indicates that you are allowed to stay indefinitely in the UK. ☐

B1: A passport / travel document endorsed to show you are allowed to stay in the UK and be a trader. ☐

B2: A Biometric Residence Permit issued by the UK Border Agency which indicates that you can stay in the UK and are allowed to work as a trader. ☐

B3: A residence card or document issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency to a family member of a national of the EU. ☐

B4: A work permit or other approval to take employment issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency, in combination with a passport or another travel document endorsed to show you are allowed to stay in the UK and ☐

B5: Certificate of Application issued by the home Office, the Border and Immigration Agency, or the UK Border Agency to or for a family member of a national of a European Economic Area country or Switzerland ☐

B6: An Application Registration Card (ARC) issued by the Home Office, the Border and Immigration Agency or the UK Border Agency stating that you are “ALLOWED TO WORK” or “EMPLOYMENT PERMITTED”, in combination with evidence of verification by the UK Border ☐

B7*: An Immigration Status Document issued by the Home Office, the Border and Immigration Agency or the UK Border Agency to the holder with an endorsement indicating that you can stay in the UK and are allowed to work as a trader. ☐

B8*: A letter issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency to the holder or the employer or prospective employer, which indicates that you can stay in the UK and are allowed to work as a trader. ☐

2. Proof of address: All applicants must provide at least TWO documents from this list, showing your full name and address.

C1: Bank, building society, mortgage or other financial statement not more than three months old ☐

C2: Utility bill, e.g. electricity, gas, water, telephone, mobile phone not more than three months old ☐

C3: Valid TV licence not more than 12 months old ☐

C4: Credit card, store card or mail order catalogue statement not more than three months old ☐

C5: Valid insurance certificate or schedule not more than 12 months old ☐

C6: Government agency document, e.g. Benefits Agency, Employment Service, Inland Revenue not more than 12 months old ☐

C7: Driving licence or valid vehicle registration document ☐ C8: Addressed payslip, P45 or P60 not more than 3 months old ☐
3: Proof of insurance: You must provide ONE document from the list below to provide documentary evidence of your public liability insurance and indicate which one you will be submitting
◉ Public liability insurance policy schedule ○ National Market Traders Federation membership card
4. Food business: please submit proof of registration (if applicable) ☐
5. Electrics: If you require the use of electric please submit a copy of your PAT testing and electrical safety (if applicable) ☐
6. Gas: if you are using gas, please submit a valid gas safe certificate (if applicable) ☐
7. Risk Assessment: please submit a risk assessment for your stall ☐

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EASTLEIGH LOCAL AREA COMMITTEE

Tuesday 27 September 2016

FINANCE MONITORING REPORT

Report of the Local Area Co-ordinator

Recommendations

It is recommended that:

(1) £77,500 be allocated for Grantham Green improvements from developers' contributions;

(2) £8,000 be allocated for electric works in Leigh Road Precinct from developers' contributions; and

(3) £3,044 be allocated for Velmore Youth Café for 2016/17 from the revenue budget.

Summary

This report contains recommendations for expenditure from the Committee's capital and revenue budgets.

Statutory Powers

Section 1 of the Localism Act 2011 i.e. the Local Authority's general power of competence, including power to act for the benefit of its area or persons resident or present in its area.

Grantham Green

1 This Committee has previously allocated £161,000 to fund a transformation of Grantham Green into an urban park. This figure was based on budget estimates which are subject to tender and a number of applications for external grant funding. The maximum possible grant funding would yield £86,000.

2 This Committee's Open Space Programme Board, which has delegated authority for managing the project, considered three different options, as set out below:

- Minimum spend £161k (only part delivery of the proposed path network)
- Middle option at £222k (complete path network but reduced play features)
- Higher option at £277.5k (more complete range of planting and play features)

3 The above £161,000 was allocated on the basis that this allowed for the above minimum option, in the expectation that tender prices came in as per the predicted budget and that we would be successful in obtaining additional external grant funding.

4 The tender process has now been completed, and the prices for the supply of subsoils and associated landscaping are within the anticipated budget. We have, however, been unsuccessful with one of the grant bids (for up £12,000) and wait to hear about the remaining two. The Programme Board have since met and, with greater certainty about costs, recommend that sufficient funds are allocated to provide at least the middle option, in the hope that grant funding will be obtained to achieve the higher option.

5 It is therefore recommended that a further £77,500 be allocated (to create to total allocation of £238,500) from the developers' contribution set out below, reducing the external grant funding requirement to £40,000.

Developer Contribution	**Amount**
OSF/05/53629, Barratts Southampton Re: Derby House, Desborough Road	£12,603
OSF/12/70310, First Wessex, The Monksbrook Estate, Cheriton Road	£24,264.07
OSZ/39705/000Bovis Homes Limited, South Street, Eastleigh	£40,632.93

Electrical works for Leigh Road Precinct

6 The Local Area Committee is committed to investing in the regeneration of the town centre. In particular, the public realm and infrastructure required to enable events and the Market to run efficiently. This also includes continuing to invest in Christmas lights, when some other authorities are choosing to reduce their lights or cease provision altogether.

7 As part of this, further electrical works are required in Leigh Road Precinct on the Sainsbury's side. These include:

- additional electrical hook-ups for market stalls, to improve access, reliability and reduce the number of trailing leads;
- a replacement electrical cabinet to provide an increased electrical supply for a wider range of uses, and to replace the existing cabinet, which is beyond repair; and
- a new supply for Christmas lights, which will be extended on to the side of Sainsbury's building and supply new Gobo projectors, which will provide themed lighting displays in the precinct.

8 A quote of £7,462 has been obtained for this work and, following consultation with the Chairman, the order placed. This is due to the very limited time available in the lead up to the installation of the supporting infrastructure for the wider Christmas lights project.

9 It is recommended that £8,000 is allocated for this project, to include a small contingency, from the following developers' contributions:

Developer Contribution	Amount
DC X/14/75400, TKX UK (TK Maxx), Unit 27 Tollbar Way, Hedge End	8,000

The Velmore Youth Cafe

10 The Velmore Youth Café provides one evening per week for local young people on the Velmore Estate to engage in a positive, relaxed environment, managed by two youth workers from Groundwork South. The Café is a partnership project supported by equal funding from First Wessex, Chandlers' Ford Parish Council and the Local Area Committee. The project was established in 2014, in response to a request from local young people. The aim is to address the isolation they feel on the estate and lack of positive things to do.

11 On opening, it was clear that the estate has a higher than expected number of high risk and vulnerable young people engaging is a range of risky behaviours and at a surprisingly young age.

12 While this Committee has already indicated that they wish to continue supporting the project, this was subject to match funding from current partners, each providing a third of the £9,132 annual cost for the service.

13 This has now been confirmed, so it is recommended that £3,044 is allocated for this project from the revenue budget.

Financial Implications

14 All recommendations in this report can be contained within existing allocated and unallocated developer's contributions, the approved revenue budget and revenue reserve.

Equality and Diversity Implications

15 An equal opportunities assessment has not been carried out as the report contains no proposed significant changes to new or existing services, policies or strategies. All of the proposed activities are designed to be as inclusive as possible, and several are particularly targeted at hard to reach groups.

Conclusion

Members are requested to agree expenditure from this Committee's capital and revenue budgets.

GUY RIDDOCH
LOCAL AREA CO-ORDINATOR (EASTLEIGH)

Date: 27 September 2016
Contact Officer: Guy Riddoch
Tel No: 023 8068 3369
e-mail: guy.riddoch@eastleigh.gov.uk
Appendices Attached: None
*Report No AC914

LOCAL GOVERNMENT ACT 1972 - SECTION 100D

The following is a list of documents which disclose facts or matters on which this report or an important part of it is based and have been relied upon to a material extent in the preparation of this report. This list does not include any published works or documents which would disclose exempt or confidential information.

None