

Draft Local Plan Policy EC2: Statement of Compliance

1. This statement is provided in support of planning application for:

“Outline application for the demolition of existing structures and erection of 6no. dwellings with associated access, car parking and landscaping (with all matters reserved except for access, layout and scale)”

- 1.1. The resubmission seeks to address the reasons for refusal and this statement relates specifically to reason 3 regarding the loss of employment land. It states that:

“No information has been submitted to demonstrate that the proposal would comply with the requirements of Policy EC2 (Loss of Employment Land) of the draft Local Plan (2018). On the basis of the lack of information, Officers are unable to assess whether the proposed development complies with these policy and Paragraph 81 of the NPPF.”

- 1.2. Paragraph 126 of the NPPF (December 2023) explains that policies and decisions need to reflect changes in the demand for land. In a related point, the subsequent paragraph 127 states that local planning authorities should also take a positive approach to applications for alternative uses of land which are currently developed but not allocated for a specific purpose in plans, where this would help to meet identified development needs. In particular, they should support proposals to use retail and employment land for homes in areas of high housing demand, provided this would not undermine key economic sectors or sites.

- 1.3. In this case, the need for additional housing in York has been clearly demonstrated through the revised planning application and was previously accepted by the Council. Adherence with the policies of the NPPF therefore relies on being able to show that the loss of this land to housing would not undermine key economic sectors or sites.

- 1.4. The Draft Local Plan applies a more rigid set of criteria to the loss of employment land, but this is not entirely consistent with the approach of the NPPF, which limits the amount of weight it can be assigned at the draft stage. For instance, the requirement (within the supporting text to the policy) to demonstrate that the site has been marketed for employment uses over a period of 18 months is amongst the recent modifications to the Plan and is subject to objections. This is acknowledged within paragraph 5.12 of the Committee Report for Enterprise Rent-a-car, 15 Foss Islands Road, York (ref: 22/01795/FULM), which states that:

“At this time until the re-worded policy has gone through proper process it carries very little weight and officers do not consider the required 18 months of marketing information can be sought at this time”.

- 1.5. The primary text of Draft Policy EC2 states that the Council will expect developers to provide a statement to their satisfaction demonstrating that:

- i) the existing land and or buildings are demonstrably not viable in terms of market attractiveness, business operations, condition and/or compatibility with adjacent uses; and*
- ii) the proposal would not lead to the loss of an employment site that is necessary to meet employment needs during the plan period.*

1.6. The first criteria (i) is an either/ or requirement. This is made clear within the supporting text where the method for demonstrating compliance is broken down for each category (market attractiveness, building operations / conditions, compatibility).

2. Employment Land Requirements

2.1. The final criteria (ii) of policy EC2 seeks to avoid the loss of an employment site that is necessary to meet employment needs during the plan period. On page 77 of the Plan, Table 4.1 identifies the employment land requirements for the period 2017-2038, factoring in a 5% vacancy rate and applying a 2-year supply buffer. It sets the total amount of land required at 37.7 hectares to accommodate a floorspace of 237,052sqm, which includes B1, B2, B8 and D2 uses. The greatest need is for land to accommodate B1a (office) development (17.6 hectares required to provide 149,898sqm of floorspace) and B8 (storage and distribution) uses (13.7 hectares required to accommodate 70,691sqm of new floorspace). There is no land requirement for B2 uses.

2.2. In order to address this need, Policy EC1 identifies a number of sites that are allocated for employment use on the Local Plan Proposals Map and specifies the appropriate use classes. These include strategic sites at York Central, the University of York, Northminster Industrial Estate, Elvington Airfield and Whitehall Grange along with a series of smaller sites which range between 0.24 and 4 hectares and mainly consist of extensions to existing employment locations. Together, the sites identified in Policy EC1 provide a total of 62.94 hectares of land, which does not include the strategic mixed-use site of York Central where 100,000sqm of B1 (office) space is proposed. It is projected that this land will accommodate 277,742 sqm of new employment floorspace (including York Central), which far exceeds the projected need for employment land outlined in Table 4.1 of the Plan. In this context, the retention of the application site for employment use is not required to meet the needs during the plan period.

2.3. Appendix 1 of this statement provides a statement from the current owner setting out a brief history of the site and challenges facing the business over recent years, including his unsuccessful attempts to sell the business in situ. It also confirms that the business is currently let on a short-term basis to a similar vehicle recovery and dismantling specialist.

2.4. The current owner confirms that those employed at the site totalled 2no. full-time and 1no. part time, as well as the owner and his son as directors. Given the very low levels of blue-collar employment generated by the current use it does not undermine the draft local plan objectives in terms of supporting a high value economy, promoting economic growth and job creation. Furthermore, the spatial strategy of the draft local plan directs employment uses to more sustainable locations.

2.5. The proposed development will however lead to employment opportunities during the construction phases of development.

3. Viability of Employment Uses

- 3.1. In considering the development opportunities for the appeal site, the existing buildings are in a poor condition and are inefficiently configured. They do not contribute positively to the rural character of the area and a substantial investment would be required to bring them up to a lettable standard. A speculative proposal for refurbishment of the buildings is considered unrealistic and it would not be an effective use of the site.
- 3.2. The viability of redeveloping the site for other employment uses (office or industrial units) is unrealistic because the Council consider the site to be in an unsustainable location and within the green belt.
- 3.3. There is no known requirement for an office pre-let in York. The market is facing a period of uncertainty at present, caused by economic instability, the pandemic and new working practices. The site location is not prestigious and would not command the best rents and would be in direct competition with York Central, where a substantial pre-let is required as part of the development model. Speculative development would inevitably be unviable and would represent too great a risk for a developer / investor.
- 3.4. For industrial uses, the application site is not considered to be of an appropriate size in terms of replacement floor area and would be constrained by the Council's application of its green belt and sustainable development/ transport policies.

4. Compatibility with surrounding uses

- 4.1. In terms of its compatibility with surrounding uses, the site is bordered by fields with residential uses in closest proximity and a caravan park to the south. A sprawling jumble of incoherent and unsightly structures, vehicles and associated paraphernalia is in contrast to the prevailing rural/ semi-rural character of the surrounding area.
- 4.2. In this context, the proposed development is considered to be more compatible with surrounding residential uses, particularly as an incoming industrial use could lead to more amenity issues for neighbouring residents, and in keeping with the rural character and vernacular.
- 4.3. It also carries benefit in enhancing the existing environment, in terms of landscaping and land remediation. Around a third of the site is proposed as open landscape.

APPENDIX 1

Owner Statement and Marketing Evidence

PIGOTTS AUTOPARTS & CAR SALES

YORKS NUMBER 1 CAR BREAKERS

TYRES * PARTS * CAR SALES * RECOVERY * REPAIRS

Pigotts Autoparts Limited
Sheriff Hutton Road
Strensall
York
YO32 5XH

12/12/2023

Pigotts Autoparts was originally started in 1979 by my father on land which he had previously used as a saw mill.

I subsequently went into partnership and after a few years purchased the business and freehold from my father.

After many years of trading a noticeable decline in trade was noticed around 2018 and after much consideration I attempted to sell the business and freehold via Barry Crux & Co., a well-known commercial sales agency in York, this was in 2019. This attracted no serious offers and was taken off the market. In 2020 Covid struck and we remained closed for a period of ten weeks when the first lockdown was announced. During this time staff wages were covered by the "furlough" scheme, although as a director I was unable to claim this. We did however qualify for several grants which certainly helped us through a very difficult period.

In 2023 markets were increasingly difficult, stock, ie. our raw materials, scrap cars, were attracting very high premiums and were more and more difficult to source, our workforce at that time consisted of myself and my son as working directors and two further staff, one of whom was part time.

The overheads, coupled with aging plant and equipment meant that the business had become unviable and I took the hard decision to close.

Since then I have managed to let the premises on a short term lease to achieve some sort of remuneration, the premises have been leased to a local company specialising in vehicle recovery, garage work and continuing vehicle dismantling, the site is still covered by Environment Agency certification for this work to be continued.

I do not feel that in this day and age that the site is conducive in such a rural location, to the activities which are now employed and would far better suit a low impact development such as is proposed.

Yours sincerely,

James Iain Pigott.

Estate Agency Agreement

SUBJECT PROPERTY: **PIGOTTS AUTOPARTS, SHERIFF HUTTON RD, STRENSALL, YORK, YO32 5XH**

CLIENT(S): **MR JIM PIGOTT (PIGOTTS AUTOPARTS LIMITED)**

I/WE HEREBY CONFIRM BARRY CRUX & COMPANY AS HAVING THE SOLE SELLING RIGHTS TO THE ABOVE PROPERTY AND FOR IT TO BE OFFERED FOR SALE UPON THE FOLLOWING TERMS AND CONDITIONS:

1. I/we hereby agree to pay BARRY CRUX & COMPANY (BCC) commission on the sale of the above business and property at a fee of **2.5% of the sale price achieved, plus VAT at the prevailing rate**. I/we will be liable to pay remuneration to BCC, in addition to any other costs or charges agreed, in the event of a sale being agreed, and this must be paid even if I/we subsequently withdraw and unconditional Sale Contracts are not exchanged, irrespective of my/our reasons. This commission shall cover the cost of preparing and distributing sales particulars and all other out of pocket expenses incurred on my/our behalf unless itemised overleaf. The commission will become payable upon the legal completion of the Sale and I/we hereby authorise my/our solicitor to settle the account upon such completion. In the event that I/we withdraw from an agreed sale the commission will become payable immediately.
2.
 - (i) In addition to the above commission I agree to pay to BCC the cost of the advertising and other expenses incurred on my/our behalf, up to an advertising budget of **£250** (or such other sums as I/we may from time to time agree) plus VAT together with any other approved expenses as detailed overleaf plus VAT. This amount shall not be exceeded without my/our written authority. It will become payable as above.
 - (ii) The charges quoted overleaf for advertising reflect in part the discount received by BCC who reserve the right to retain advertising discount over and above any amount passed on to vendors. By signing this agreement I/we consent to these terms in respect of any advertising discounts
 - (iii) I/we understand that the charges for advertising and other approved expenses shall become payable on completion of the Sale, or the termination of this agency with BCC. A withdrawal fee will not be charged should I/we decide to terminate this agency, unless otherwise specified in this agreement. This agreement may be terminated by either party by giving 28 days notice in writing, after expiry of 6 calendar months from the date of this Agreement.
 - (iv) I/we have a right to cancel this agreement at any time during the 7 days after I/we sign the agreement. However, BCC will commence marketing of the property immediately and I/we will be liable for costs incurred from the date of the agreement even if it is cancelled within the 7 day cooling off period.
 - (iv) BCC reserves the right to render invoices for the expenses incurred overleaf, on a monthly basis, at the end of the month following the month in which the expense was incurred.
 - (v) I/we hereby agree that BCC may retain any interest received on any moneys held on our behalf or for stakeholders whose moneys are held as deposit (s) in connection with a purchase of our property/business.
3. In default of payment of the above sums on the agreed date, interest will become chargeable as well after as before any judgement upon outstanding sums at a rate of 4% above Barclays Bank plc base rate. Any legal or other costs incurred by BCC in obtaining payment of outstanding sums will, in addition to commission and costs and interest due, be recoverable from the client on the indemnity basis whether or not legal proceedings are taken.
4. I/we confirm that I/we have read through the draft sales particulars and I/we confirm that these are accurate and in no way misleading.
5. I/we understand that BCC reserve the right to offer any prospective Purchasers advice on the marketing of their own property.

SIGNED As Vendor(s)

DATE

SIGNED ..  For and on behalf of
BARRY CRUX & COMPANY

DATE 25/11/19

20 Castlegate, York, YO1 9RP
Telephone: 01904 659990
Fax: 01904 612910
E-mail: admin@barrycrux.co.uk
Web: www.barrycrux.co.uk

Directors: Barry G. Crux FRICS ACI Arb
Rosalie Crux BSc(Hons) MRICS
Associate: Elliot Newby BSc(Hons) MRICS
Consultant: Nick Lees FRICS



BARRY CRUX & COMPANY

Estate Agency Agreement

SUBJECT PROPERTY: PIGOTTS AUTOPARTS, SHERIFF HUTTON RD, STRENSALL, YORK, YO32 5XH
CLIENT(S): MR JIM PIGOTT (PIGOTTS AUTOPARTS LIMITED)

ADVERTISING, MARKETING AND OTHER EXPENSES SCHEDULE

A Advertising

<u>Publication</u>	<u>No of insertions</u>	<u>Type & Size</u>	<u>Approximate Cost (excl. VAT)</u>
Business For Sale	Monthly		£5 + VAT pm
Daltons	Monthly		£5 + VAT pm

B Marketing Expenses

- (i) Printing
- (ii) Photographs
- (iii) Others

C Other Expenses

'For Sale' board £110 + VAT

APPROXIMATE TOTAL COST £250 PLUS VAT

DEFINITIONS OF TERMS USED IN THIS AGREEMENT:-

1. Sole Selling Rights means the Vendor(s) will be liable to pay remuneration to BCC, in addition of any other costs or charges agreed, if at any time unconditional contracts for the sale of the property/business are exchanged -
 - (a) with a Purchaser introduced by, or to whose attention the availability of the property/business was drawn by, BCC during the period of this agreement, or with whom BCC had negotiations about the property during the period; or
 - (b) with a Purchaser introduced by another agent or any other party during that period; or
 - (c) with a Purchaser introduced by the Vendor(s) during that period.
2. Sale price means the price at which contracts are unconditionally exchanged.
3. A Purchaser is a "ready, willing and able" Purchaser if he/she is prepared and is able to exchange unconditional contracts for the purchase of the property/business.

SIGNED As Vendor(s) DATE

SIGNED For and on behalf of BARRY CRUX & COMPANY DATE 25/11/19