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Comments for Planning Application AWDM/1666/18

1 message

planning@adur-worthing.gov.uk <planning@adur-worthing.gov.uk> 17 December 2018 at 13:13
To: planning@adur-worthing.gov.uk

Planning Application comments have been made. A summary of the comments is provided below.

Comments were submitted at 1:15 PM on 17 Dec 2018 from Mr Ashley and Caroline Wright.

Application Summary

Address: 72 Old Fort Road Shoreham-By-Sea West Sussex BN43 5HA

Proposal: (Amended plans received showing removal of garage to east side of the site and west side garage to be retained and enlarged) Application to vary condition 01, (Approved Drawings) 03 (sample/schedule of materials) and 08 (boundary enclosure) and remove condition 07 (landscaping) of previously approved AWDM/0464/18. Amendments include: Removal of pitched roof over front balcony, removal of east side garage and increase in size of west side garage, roof light to front roof slope and other minor design changes.

Case Officer: Hannah Barker

Click for further information

Customer Details

Name: Mr Ashley and Caroline Wright

Email: [redacted]

Address: 70 Old Fort Road, Shoreham-By-Sea, West Sussex BN43 5HA

Comments Details

Commenter Type: Neighbour

Stance: Customer objects to the Planning Application

Reasons for comment: - Privacy Light and Noise

Comments:

It is unfortunately no surprise that this further application, which comes as the first communication since planning permission was granted, is also full of inaccurate information and has been very carefully worded to intentionally downplay, mislead and hide significant and controversial changes. It's irritating for us that we need to waste our time going through this document in such detail, but if we don't, it's clear now that Adur Planning will not do anything other than approve it.

This application is asking to change numerous conditions that were put in place by the planning department and approved by the planning committee. Planning permission was given SUBJECT TO COMPLIANCE WITH 12 SPECIFIC CONDITIONS which should not be removed or their intention

changed for any reason as they have only just been agreed. Most importantly condition no. 8 which is regarding our boundary and there is no reason to change this at all and no valid reason given by the architect anyway. Any changes to these conditions would look extremely suspect as their inclusion was in many cases to ensure fair play going forward. It also demonstrates total contempt for the planning process and its decision making authority by attempting to overturn these requirements (at a lower level with less oversight than previously deemed appropriate)

Application Form

Even the opening application form has been completed dishonestly. In response to the question "Please state the condition number(s) to which this application relates" James Breckell has written condition 01, 03 and 07. Next question states "Description of the Proposal" to which James Breckell has just written "condition 08" (not even answering the question but just putting in another condition which he wants to change and potentially the most contraversal one at that!). In fact he has asked in a separate document to make changes to most of the conditions, so why wasn't this honestly answered? Deliberate intent to downplay the extent of changes being made.

Condition 01

Changes to approved plans - 7 out of the 12 approved plans have changes, many are multiple.

The new garage position, the 3rd time they have moved, is of no consequence to us. However we are surprised that the architect is choosing to make this change rather than just move it slightly further away from the east boundary. Garages on the foreshore are best sited on the east side deliberately to allow summer evening sunshine to benefit the house entrance and gardens rather than be in shadow causing damp/lichen etc. This latest garage design, particularly with an unnecessary high pitched roof has not been thought through at all as it will be detrimental to their own front garden but we are pleased that it will benefit no.74.

The gutters have finally made an appearance on the plans despite being a fundamental part of any house. It is totally unclear from the drawings but they appear to be have been an added on top of the agreed maximum eaves overhang (70cm approved max) so this needs to be amended and clear measurements provided to prove that the total width of the eaves and gutters is per the approved maximum width as this has been a contentious issue all along due to loss of light to both neighbours. Redraft required.

We have written agreement from the Head of Planning dated 6 August that we can build our own fence/wall alongside our garage. Building a complete

wall from south to north boundaries immediately after demolition will provide a clean line for both houses and be a good way to measure that the house foundations are correct and so cannot be misplaced. We currently intend to build along this line and will consider involving a separate Party Wall Agreement if required.
This wall is also required to prevent the raised side walkway having an impact above the damp course of our garage. Width of block paving/raised ramp at west side of 72 is new and requires measurements to ensure this is not impactful.

Fenestration details added - the approved and fundamental requirement opaque glass has been changed to be partly clear which directly goes against the agreement that all windows on east and west elevations should be fully opaque (see condition 9). This is unacceptable.

Significant window in the roof has been added - not a roof light (see condition 04). This is unacceptable.

Drawing 07D indicates the extensive driveway has 2 arrows showing 2 different materials in the same area. One details granite sett and the other gravel.....another redraft

Drawing 10D It is inaccurate as it has measurements correctly from the East 'boundary to gutter' but incorrectly on the West side from 'gutter to neighbours garage' This must be changed to actually be measured to the West boundary line ie further into the plot of 72 but accurate. As this is a new full application this must be corrected going forward.

Condition 03

There no need change this condition or the wording in any way as the materials have already been chosen and confirmed (as per the annotations on the plans). There has been more than enough time to gather appropriate costs and samples (the house was bought in January and the initial plans created in March). Leaving this until part way through a build just allows the architect open to use different colours - we note that the exact same white bricks for example were approved for the recent house built by the architect at no. 62 and yet it has actually been built using dark brown bricks. The white colour bricks are crucial to both neighbours to try to counteract the proven loss of light to both homes which is why this is a required condition. This just comes across as another attempt to go back on what has already been agreed and allow a potential change back to the unacceptable dark blue cladding or similar that was the original choice by the owners. Brickwork details have been added on all the relevant plans as a result of setting out the building to brick dimensions so again, a clear indication that the exact materials have already been chosen as stated clearly on the plans. A decent architect should have this sorted by now.

Condition 04

The new large window in the roof is clearly demonstrating the intent to use the roof space as accommodation which is not permitted for this property. As stated in this condition, the dwelling shall not be extended or altered by means of any development including use of the roof space as living accommodation. This new drawing (drawing 014) shows has a new significant large 3 pained window added into the roof in a central position facing the South Downs. It is definitely NOT a roof light which is just a small window to purely let in light into a roof/loft space. It is very obviously a large window designed to achieve a view and hence the clear intent to use this as accommodation at some point. Roof lights are single dormer style windows and often in multiples across a roof of this size. There are not even any measurements given or a section showing this window relating to the roof space. This huge window should be removed and standard roof lights added instead if that is the requirement. Redraft required.

Condition 06

Basic condition about working hours permitted on site. No works are permitted on Sundays on this site. This condition has ALREADY been ignored - see urgent update at the end of this message detailing how highly suspect works were carried out on site on Sunday 16th December (the very first weekend of any work starting on site). This needs to be dealt with by Adur Council to ensure this does not happen again under any circumstances.

Condition 07

There must be no change this condition or the wording in any way as again this leaves the architect open to make last minute changes detrimental to both neighbours. This condition will ensure that an honest approach is taken and once again there has been more than sufficient time to plan these small areas. The architect has already claimed that there are no changes happening to the rear garden anyway.

Condition 08

We have had significant discussion and Adur Planning were comfortable with the requirement to have a condition input that ensured that the boundary wall would be built immediately post demolition and prior to any other build work taking place. James Breckell's email dated 6 August on the Adur Planning website states he is happy to accept the condition relating to the boundary wall. This agreement is non negotiable and remains in pace for the reasons previously agreed.

(This week both party wall surveyors have been on site and both determined that the existing wall should be left in place as there is no reason whatsoever to knock it down and just build a new one in exactly the same position immediately after demolition).

Condition 09

This condition very clearly states that all windows have to be obscure-glazed on the east and west elevations to prevent overlooking. The plans have been changed to show that they now have part clear glass instead of obscure but no mention of this or changing condition 09 is mentioned by the architect in the application form or in the design and access statement. This is not acceptable they have to be fully obscure-glazed windows and he is fully aware that this is a very standard requirement for windows directly facing a neighbouring property at such close proximity. Any changes to this condition and the glazing on these windows is unacceptable. The side door on the west elevation also now appears to have a clear glass window and this needs to also be obscure. Our downstairs toilet and shower room is directly opposite so it is crucial that all these windows and the door only have obscure glass.

General

A good architect should not need to keep making changes as they should be able to do it right the first time (advice on Google about picking a decent architect and how this allows the whole process to move forward for all parties without issues!). Constant changes and redrafts significantly benefit the architect financially as it of course costs the client more money each time new plans are re-drawn etc. The architect is solely responsible for all delays to the build of this property and not as he now implies, the inclusion of these specific conditions.

In recent weeks the architect has needed to involve Party Wall Surveyors. Disgracefully he has forwarded the very first version of the plans from April to be used as documentation to his own Party Wall Surveyor who has then issued these unlawful documents to be used in negotiations. These are not even obtainable from the Adur website, however the Party Wall Surveyor for the owners has knowingly issued false and unlawful documentation. As this goes against Adur Plannings (& James Appleton Head of Planning) sign off on 6 August we ask Adur Council to investigate if this action is illegal and whether proceedings can be instigated against James Breckell re this (and other false documentation issued) Another 3 week delay caused by the deceitful actions of the architect in collusion with others to add to the number of items in our formal complaint and too detailed to go into here.

Most importantly, the main application relating to this property was found to be UNLAWFUL on the evening of Friday 3rd August prior to the Planning Committee meeting on Monday 6th August when a final decision was to be made. We were right all along that it was totally unacceptable to attempt to steal our land. The fact that the architect has tried to go back to using these original plans as the basis for the ongoing build rather than the approved lawful version just demonstrates the continued contempt towards us and the authority of Adur Planning from him and Mr and

Mrs Ritchie.

Conclusion

This is the 6th redraft of the documents and drawings and they remain inaccurate with crucial measurements and details still missing. Items raised above must be corrected and Adur Planning must liaise with both owners on changes made and NOT solely with the architect.
A final document for sign off was produced by Adur Planning the day after previous comments closed, clearly indicating it was prewritten to fit in with holiday timings and to ignore valid comments. Given the architect has taken 3 months since approval to put further questionable documents forward there is clearly absolutely no need to rush with a response. We expect careful consideration over a 3 week period to be followed with a more accurate 7th revision for further consideration. This all must happen prior to any sign off.

Just because 3 months have passed does not mean that all of the conditions should not remain intact. There are no reasons given for changing them anyway, other than the architects own inability to cope with a project of this size or to make a final decision on anything....

URGENT UPDATE - Dangerous/illegal electrical work carried out on week 1 of the demolition!

At approx 2pm on Sunday 16th December (yesterday as we write this) all power to our house went off without any warning. We called UK power to attend as an emergency call out as we had no idea what had happened as it was a Sunday and no works are permitted on the site next door on a Sunday as per condition no.06. I then went outside to see if any other houses were affected (they were not) and saw that there was a vehicle next door and 2 workmen up on the scaffolding carrying out works. They admitted that their electrician had just done some works to the mains electricity but had already left. I told them to get him back immediately as we had no power.

This electrician carried out works to the underground live mains wiring which runs between the two houses under no. 72 driveway. The 'electrician' cut the mains cable to our house leaving us with no power to our property and left the site very promptly afterwards.

James Breckell who the is architect and project manager for this build was seen peeping out from the corner of his front windows throughout the afternoon in his house which is directly opposite the site. Ashley Wright knocked on the door to raise the issue and to seek his help to resolve. He would not even come to the door when we knocked but he could be seen quickly pulling down all his blinds to the front windows of his house and then hid inside. Caroline Wright alone knocked 5 minutes later and still he refused to answer the door - eventually instead he sent his wife (really??!!!!) to stand at the glass front

door filming on her mobile phone as Caroline was standing there waiting for him to come to the door to deal with the issue on site.

The electrician returned and muddled together a temporary fix to get our power back on which was restored at approx 5.30pm. He then went over to James Breckell's house and some time later emerged and told us that Breckell stated that we had to leave things as they were and deal with reinstating our mains cables ourselves and that we were not permitted onto next door's land to do this - despite the fact that our mains electricity cable was now hanging out of the ground in their driveway right next to the boundary wall. He left the 20m cabling, the only supply to our house, in a dangerous above ground position unsecured in anyway, looped above and over our garage, hanging down the other side to the cable box - when all cabling should be safely secured and unaccessible underground.

UK Power arrived at 6pm after the electrician had gone and straight away identified some major issues.

UK Power stated that the electrician had left our property compromised and potentially dangerous as he changed the earthing to our mains but did not check if our wiring was suitable for this. UK Power had to remain on site at our house from 6pm until 10.30pm to ensure our house was made safe before they could leave the property for the night. They also instructed an emergency team to attend the site the following morning to undo all the work carried out by James Breckell's people.

The works were carried at no. 72, to UK Power supply mains cables, were without the appropriate authority by an privately contracted electrician unknown to UK Power who told us that he had worked for James Breckell before as he had done all the electrics in his own house rennovation.

He then told us that we could not change the wiring back to how it was as it was not on our land and that we would have to sort it out ourselves and seek separate permission to gain access to carry out any work to correctly re-insate our mains power cables! UK Power told us this was total rubbish and that they alone had responsibility for all works linked to the power supply to the property and had rights for any access necessary to do this.

UK Power immediately identified that all the materials that had been used to carry out the works (cabling, seals, housing etc.) are company specific products only used by UK power, but they had not supplied them to carry out this work i.e. it was stolen!

Work to live mains cabling was carried out by one man when legally it has to be done by 2 men in order to adhere to strict health and safety regulations when working with live mains cabling.

We asked the electrician how on earth he could have cut our mains supply without checking which cables

went to which house. He lied and stated that there was no way that anyone could tell which cable was which or that the supplies were linked. UK Power instantly demonstrated to us on their iPad that they can easily identify plans which show all the cabling running to all houses. The electrician could not see this as he did not have authority or access to view their systems so he just guessed and cut our main supply without checking in any way.

UK Power stated to us that the electrician who did the work did not have the authority to do these works to make alterations to their equipment and should never have left our property unsafe with mains cabling looped up over our garage precariously as it should all be underground.

UK Power have taken over full control of this situation on site and will reinstate our mains power as it was before.

UK Power have told us that they will be dealing with the issues associated with theft of their equipment and unlicensed work to their power supplies.

UK Power are also sending down their Revenue Protection Investigator to document and take photos of the works as evidence before they restore and make safe as appropriate.

We have been hugely inconvenienced and upset by this issue which started at 2pm Sunday afternoon and continued until it was finally temporarily resolved at 10.30pm at night, when the engineers from UK Power finally left our property. We have also had to cancel our plans for today (Monday 17th December) and remain at home to allow access to UK Power who will need to cut off our power supply again to carry out their restorative works. In addition we will now have to have our security system checked and a new battery back up installed as the power outage caused our alarm to revert to the battery back up and this is designed for short periods of emergency power failure not for hours at time. We will expect full reimbursement for these costs and our time.

We would also ask that an appropriate project manager is now employed by Mr and Mrs Ritchie to deal with this entire project going forward. Paying James Breckell to hide in his house and refuse to come on site to deal with a significant issue which he has caused by employing 'cowboys' using illegally sourced materials, is quite frankly a joke.