Maldens and Coombe Neighbourhood Committee
31 October 2018

Short Frontage Agreement for a Vehicular Crossover at 69 Burlington Road, New Malden, KT3 4LP.

Report by the Director of Communities

Call-in deadline - 5pm on Wednesday 14 November 2018

**Purpose**

To consider an applicant’s appeal against the officers’ refusal for installation of a vehicular crossover where the property frontage is less than the minimum 4.57m which is required under the Vehicle Crossover Policy.

**Recommendations**

To resolve that -

1. The report be noted;
2. A decision be made on the vehicle crossover application for No. 69 Burlington Road.

**Benefits to the Community**: Reduced demand for on street parking in the area will be offset by the reduced amount of available on street parking.

**Key Points**

A. In April 2018 planning permission has been granted for a vehicle crossover at 69 Burlington Road by the Planning Inspectorate following refusal in September 2017 and the subsequent appeal.

B. In May 2018 the resident of 69 Burlington Road applied for a vehicular crossover. The application was refused in accordance with the Council’s Vehicle Crossings Policy dated 4 November 2008 due to the front garden being 3.9m deep instead of required 4.57m. The size of the parking space is limited because of the bay window which projects into the front garden.

C. It should be noted that properties subject to planning permission must also meet the vehicle crossover criteria set out in the Vehicle Crossings Policy.

D. The Council’s Vehicle Crossings Policy dated November 2008 states that where the depth of the proposed off street parking space does not meet the acceptable 4.57m standard, then applications must be refused. However policy allows the relevant Neighbourhood Committee to scrutinise vehicle crossing decisions. On a number of occasions the Neighbourhood Committees have considered extenuating circumstances and designated individual properties, a row of properties or a whole street as being suitable for short frontage parking. This is formalised through a “short frontage agreement” signed by an applicant.

E. In September 2018 a request has been received from the owner of 69 Burlington Road for their property to be designated to allow short frontage parking. If this request is approved by the Committee, the applicant would need to enter into a “short frontage agreement” (an example is shown in Annex 2), which is registered with Local Land Charges, in order to regulate the size of vehicles being parked and
take necessary actions should the applicant, or their successor, fail to comply with its conditions.

F. Having assessed the remaining properties in the road, it is the officer’s opinion that the whole road can be designated for short frontage parking to improve our service should any further applications be received from residents of Burlington Road, subject to planning permission for individual properties and garden being not less than 3.6m. Planning permissions are required for vehicle crossovers onto a classified road, in this scenario B282 Burlington Road.

Context

1. Burlington Road is a busy Class B road located close to New Malden High Street. Opportunities for on-street parking are limited for residents due to a variety of parking restrictions and the existence of numerous vehicle crossovers.

2. One property in Burlington Road, No. 73 already has a short frontage parking permitted and a “short frontage agreement” approved by the Committee in November 2014.

3. Annex 1 provides relevant photographs. There are 9 properties in Burlington Road that currently have no vehicular crossover access: No. 45, 53, 63, 69, 71, 79, 81, 85 and 85a.

Proposal and Options

4. The options available to the Committee are as follows:

   ● To approve short frontage designation to No. 69 Burlington Road.

   ● Uphold the vehicle crossover application refusal. This will result in the vehicular crossover at 69 Burlington Road not being constructed.

   ● To approve short frontage designation for the whole of Burlington Road, subject to planning permissions being granted to individual properties and front gardens being not less than 3.6m.

Consultations

5. None

Timescale

6. If short frontage designation is approved for 69 Burlington Road, the applicant will have to sign the short frontage agreement. A sustainable hard standing would need to be constructed by the applicant within the property boundary. Once this has been approved by the authority, and the applicant has paid for the vehicular crossover then, weather permitting, it will be constructed within an eight weeks period. The development permitted by the Planning Inspectorate shall begin not later than 3 years from the date of the decision.

Resource Implications
7. Vehicle crossovers are provided on a rechargeable basis so the costs to the Council of administering these applications are recouped.

Legal Implications

8. The Highway Authority has a duty under the Highways Act 1980 to provide vehicular crossovers in accordance with any specific Council policies.

Risk Assessment

9. If there is lack of resources to carry out proactive enforcement by the Council, large vehicles may overhang the public footways and cause an obstruction.

Equalities Impact Assessment

10. This is not required, as there is no change to the policy.

Health Implications

11. Minimal

Road Network Implications

12. Proposed off street parking space would remove the traffic movements and associated congestion caused by the resident when looking for an on-street parking space. However it would reduce the available on street parking.

Environmental & Air Quality Implications

13. Minimal

Background papers: Vehicular Crossover Policy dated 4th November 2008

Author of the report

Sonny Pham - Senior Professional Engineer, sonny.pham@kingston.gov.uk
Annex 1. Burlington road photographs

Photo 1. No. 69 Burlington Road front view

Photo 2. Burlington Road general view
Annex 2. Short Frontage Agreement form

THIS AGREEMENT is made the day of between THE MAYOR and BURGESSES OF THE ROYAL BOROUGH OF KINGSTON UPON THAMES, Guildhall, Kingston upon Thames, Surrey KT1 1EU (hereinafter called "the Council") of the one part

Part A

of

and

[hereinafter called "the Owner/s"] of the other part. (Please delete as appropriate where indicated by ?)

1. (1) This Agreement is made in pursuance of Section 16 of the Greater London Council (General Powers Act) 1974.

(2) The Owner/s own/s the freehold/leasehold of the property ("the Owner's Property") (known as, and/or numbered) 00 and adjoining on to ............

(3) ........ is a publicly maintained highway for which the Council is the highway authority under the Highways Act 1980.

(4) The Owner/s has/have requested the Council to undertake works to strengthen the footway or verge ("vehicle crossing") between the said publicly maintained highway and the Owner's Property in return for which the Owner has agreed to observe and perform the agreements and undertakings in connection with the Owner's Property and contained in Clause 2 of this Agreement.

2. The Owner/s HEREBY (jointly and severally) agree/s and undertake/s, so as to bind not only himself/herself/themselves but also his/her/their successors in title to the Owner's Property and any person claiming through or under them, as follows:-

(1) Not to park any motorised vehicle, on the Owner's Property, of such size as to overhang any part of the publicly maintained highway.

(2) Not to drive any vehicle to or from the Owner's Property over any part of the footway or verge other than wholly within the constructed vehicle crossing.

(3) In the course of using the vehicle crossing, not to obstruct or damage the publicly maintained highway (footway, verge) abutting or adjacent to the Owner's Property nor to cause any nuisance, annoyance or inconvenience to any users of the said publicly maintained highway.
3. The Owner/s which for the purposes of this clause includes his/her/their successors in title to the Owner's Property and any person claiming through or under them hereby (jointly and severally) agree/s that, should evidence be produced by the Council to show any of the terms of this Agreement are not being complied with, the Council shall serve notice on the Owner/s giving him/her/them not less than 28 days to comply with the terms of this Agreement. During this period of 28 days, the Owner can make written representations to the Service Manager (Highway Assets) for consideration, on the basis that there has been no breach of the terms of the Agreement. The matter will be considered by the Service Managers for Highway Assets and Street Scene, whose decision shall be final on the matter.

If there are no representations within the period set out above, or there are and the decision on consideration of the representations is that there is a breach of the Agreement, the Council will be empowered to carry out works to physically prevent the use of the vehicle crossing by vehicles at the Owner's expense.

IN WITNESS whereof the Council has hereunto affixed its Common Seal and the Owner/s has/have signed this instrument as his/her/their deed the day and year first before written.

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE ROYAL
BOROUGH OF KINGSTON UPON
THAMES was hereunto affixed
in the presence of:-

Mayor

Corporate Solicitor

Part B

SIGNED SEALED AND DELIVERED

Signed

by the said Signed

(print full name/s in capitals)

Address

Signed

in the presence of:-

(print full name in capitals)

Address of witness: