

Epping Forest Local Plan Submission Version

Statement of Common Ground

Waltham Abbey Masterplan Area - Policy P 3

April 2019

Between:

- 1) Epping Forest District Council (EFDC) – the Local Planning Authority**
 - 2) Manor Oak Homes (on behalf of the landowners for WAL.R1 and R3)**
 - 3) Phase 2 Planning (on behalf of the landowners for WAL.R2)**
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1. Introduction

1.1 This statement of Common Ground has been prepared by the above parties to assist the Epping Forest District Council (EFDC) Local Plan (LP) Independent Examination (IE) by setting out the areas of agreement in respect of the delivery of the Waltham Abbey Masterplan Area Policy P 3 ('the Site') which is identified for allocation as part of the EFDC Local Plan Submission Version (2011-2033). Hereafter referred to as LPSV.

1.2 The agreed matters in this SoCG do not preclude any further written or verbal representations that EFDC or the landowners and developers may wish to make as part of the Local Plan Examination.

1.3 The parties to this SoCG control the entirety of the land intended for residential allocation in policy P 3 of the LPSV.

2. Background

2.1 EFDC has prepared a Local Plan which will cover the period 2011 to 2033 and this has now been submitted to the Planning Inspectorate for Independent Examination (IE). Hearing sessions for the IE have been scheduled for February, March and May 2019.

2.2 The Local Plan allocates a minimum of 11,400 homes across the Local Planning Authority Area. Approximately 740 homes are proposed on the site. Policies related to housing delivery include Policy SP 2 'Spatial Development Strategy 2011-2033' and Policy SP 3 'Place Shaping'.

2.3 LPSV Policy SP 2 'Spatial Development Strategy' recognises the importance of delivering housing to meet EDFCs requirement to 2033 with Policy SP 3 'Place Shaping' providing place shaping principles for the Strategic Masterplan and development proposals, including the need for a strong vision and the long-term stewardship of assets.

2.4 Policy P 3 of the LPSV provide the basis for the development and delivery of the Site and sets out the key design, land-use and infrastructure and Strategic Masterplan requirements for the future development of the allocation accordingly.

2.5 The LPSV policies are supplemented by the Infrastructure Delivery Plan – Part A and Part B Reports (DOC ID: EB1101A and EB1101B), which provides details of the expected infrastructure requirements for the Waltham Abbey area (including from the Site). Details of the projected phasing for the delivery of development is set out within the LPSV (Appendix 5) housing trajectory.

3. Representations from landowners and site promoters

3.1 The landowners for WAL R.2 have submitted objections to Part N(vi) of Policy P3 relating to the means of access to the Site (this objection is reflected in the Inspector's question at point 6 under matters to be discussed for Policy P3 in ED5).

3.2 Notwithstanding the absence of a formal objection, in the light of the representations made by Essex County Council, and upon review of the evidence base (in particular the Infrastructure Delivery Plan EB1101A and EB1101B), all landowners consider that parts G and P of Policy P3 (which refer to the potential relocation of the existing secondary school) is unsound on the basis of being both unjustified (i.e. there is no necessity for relocation) and not effective (there is no practical means of delivering this proposal) (This matter is reflected in the Inspector's question at point 5 under the matters to be discussed for Policy P3).

3.3 Notwithstanding the absence of a formal objection, Manor Oak Homes do not consider that the requirement to provide a link to Galley Hill Road as referred to in part N(vi) of Policy P3 is sound on the basis it is unjustified (i.e. there is no necessity for such a link).

3.4 Notwithstanding the above points of detail, all Landowners support the allocation of the Site in the LPSV and are actively seeking the successful delivery of the Site for residential development.

4. Latest position

- 4.1 The promoters have been engaged in dialogue and discussions with EFDC in relation to the future delivery of the site.
- 4.2 The parties are currently in negotiations to enter into a Planning Performance Agreement (PPA). The PPA promotes efficient and effective joint working, front loads the planning process and assists in focusing the issues that will need to be addressed as part of the strategic masterplanning process and prior to the submission of planning application(s).
- 4.3 The PPA will set key milestones in the project to ensure a coordinated and managed approach to delivering the development allocated as part of the LPSV. The timings set out in the PPA are intended to facilitate delivery in line with the housing trajectory as noted in appendix 5 of the LPSV.
- 4.4 To this end all parties have been working collaboratively and constructively with Epping Forest District Council to progress the production of a Strategic Masterplan for the site, in accordance with policies SP 2 and SP 3 of the LPSV. It is anticipated that the draft strategic Masterplan will be subject to public consultation in the second half of 2019, with formal endorsement by Epping Forest District Council taking place following due process thereafter.
- 4.5 All parties agree that a co-ordinated and coherent approach will be taken to the production of a single high level Strategic Masterplan for the entire site, which will then enable the individual landowners/developers to bring forward applications for planning permission in the context of an agreed strategic framework.
- 4.6 The landowners are working with each other to share relevant background information and evidence, and both parties have appointed the same firm of architects to assist with a comprehensive Masterplan approach.

5. Areas of Common Ground

- 5.1 The following issues contained within this statement are agreed between all parties.

6. General

- 6.1 The parties support the allocation and consider that the LPSV is sound and legally compliant (except in relation to those matters identified above).
- 6.2 The parties agree that the site is deliverable and developable, in accordance with paragraph 67 of the National Planning Policy Framework.
- 6.3 It is agreed between the parties that upon adoption of the LPSV the entirety of the Site will be removed from its Green Belt designation and new defensible Green Belt boundaries created.

7. Housing

7.1 The parties agree that the Site is capable of delivering the quantum of housing in accordance with Policy P 3 and the Housing Trajectory (Appendix 5) included within the LPSV and that the site is capable of delivering at least 740 homes up to 2033.

7.2 Infrastructure

7.3 All parties acknowledge that the Epping Forest Infrastructure Delivery Plan (IDP) provides the starting point for identifying the infrastructure contributions for the Site, which will be refined through the process of the Masterplan and subsequent planning applications.

8. Masterplan process

8.1 In signing the Masterplan PPA, the parties agree that the Council will seek to formally endorse the final version of the Masterplan after meaningful consultation, and that the Masterplan will set the framework for planning applications which will follow.

8.2 The parties agree that the Masterplan will comprehensively cover the entirety of the site to ensure that no part of the site is sterilised and that a coherent and coordinated place making approach is followed.

8.3 The parties agree that the Masterplan process as well as the detailed design proposals must be informed by the proportionate involvement of the Quality Review Panel at appropriate stages of the process.

9. Viability

9.1 The Infrastructure Delivery Plan (IDP) and Viability Study are being informed by an ongoing process of engagement with stakeholders, including infrastructure providers and developers.

The purpose of the IDP is to:

- identify the infrastructure required to support housing and employment growth across the District, when it needs to be delivered and how much it is expected to cost;
- identify which sites will be expected to deliver or contribute to infrastructure; and
- apportion estimated infrastructure costs to specific sites.

9.2 The parties agree that the IDP represents the starting point for the consideration of infrastructure requirements, and that the actual infrastructure requirements and costs will be refined through the further work of the Masterplan and the technical work that will underpin that process. All parties agree that the developers will be required to contribute

proportionately towards the delivery of the infrastructure arising from that process, including to the requirement for affordable housing.

10. Green Belt

- 10.1 The parties agree that the northern and eastern boundaries of the allocated Site will form appropriate permanent Green Belt boundaries that accord with the requirements of Paragraph 85 of the 2012 NPPF.

11. Flood Risk and Drainage

- 11.1 The Environment Agency's Flood Map confirms that the entirety of the site lies within Flood Zone 1 (land assessed as having a less than 1 in 1000 annual probability of river or sea flooding).
- 11.2 All parties agree that the proposed development will make provision for drainage, via a mains sewer system and surface water via a sustainable drainage system (SUDS). It is agreed that an objective of a SUDS scheme is to not increase the risks beyond that of the existing greenfield run-off.

12. Ecology

- 12.1 All parties agree that there are no priority habitats at the site. The intended public open space, green infrastructure and landscaping and retention of trees will all ensure the opportunities for biodiversity and movement of species are retained and enhanced.
- 12.2 In relation to Epping Forest Special Area of Conservation (SAC), the site is located 1.9km from the SAC. The Epping Forest SAC is identified primarily for its habitat value in respect of beech trees and wet and dry heaths. As a 'European Site' it is afforded protection in that detailed assessments (Habitats Regulation Assessments) are required of any development plans and proposals likely to give rise to a likely significant effect on the integrity of the site. The current Zone of Influence extends to 6.2km from its boundary, however this is subject to periodic review. The Council has developed, in conjunction with the City of London Corporation (Conservators of Epping Forest), Natural England and other partners, a Strategic Access Management and Monitoring Strategy.
- 12.3 The Council's Habitats Regulation Assessment ((HRA), DOC ID: EB209)) identifies that the development of the site is likely to cause a significant impact on the SAC if not appropriately mitigated. However, all parties agree that the Site has the potential to deliver a comprehensive mitigation package comprised of on-site open space, connections to existing rights of way to provide a network of local recreational opportunities, and financial contributions to access management and monitoring of visitors to the Epping Forest SAC..

13 Agricultural Land

13.1 The site has been identified as comprising Grade 3 agricultural land. Best and most versatile land is defined as Grades 1, 2 and 3a. Soil quality is therefore at the lower end of the high quality range, and if the locally defined housing requirement is to be met, building on the most versatile agricultural land will be necessary.

14. Transport

14.1 MIQ Matter 15 P3 - All parties are committed to facilitating the timely delivery of all relevant highway and transport infrastructure improvements including bus services and the creation of pedestrian and cycle links between the new development, the countryside and the existing settlement and the Lee Valley Regional Park.

14.2 All parties are also committed to the delivery of an integrated, accessible and safe transport system which maximises the use of the sustainable transport modes of walking, cycling and the use of public and community transport in order to improve air quality and reduce emissions and promote healthy lifestyles.

14.3 MIQ Matter 15 P3 - The parties agree that junction 26 of the M25, as well as the M25 itself can accommodate the proposed level of growth in the LPSV subject to the implementation of necessary mitigation measures identified in the IDP. The parties agree that the specific mitigation measures required on junction 26 will be identified through further detailed work.

15. Education

15.1 The parties agree that the development of the site will be required to contribute to the provision of any additional capacity that may be required to meet needs arising as a result of the proposed development. All parties agree with the Council's proposed modification to Policy P 3F (i) (as set out in the draft Statement of Common Ground between the Council and ECC, at page 4 of Appendix 1 to that document):

- a. Expansion of ~~two~~ primary and secondary schools within the Waltham Abbey Forecast Planning Group;

15.2 However, the landowners do not agree with the proposed inclusion of the additional text in relation to secondary school relocation set out in Appendix 2 of the SoCG between the Council and ECC, which suggests an additional paragraph be added after paragraph 5.55 to refer to the "local aspiration" to relocate the existing secondary school. The suggested statement simply confirms that the proposed relocation of the secondary school cannot be a policy requirement, and the wording of the Plan needs to be clear on this matter for the Plan to be Effective and Justified.

16. Landscape and Open Space

16.1 All parties agree that the Site requires provision of development within a landscape framework in order to mitigate its visual impact on the surrounding landscape. The details of this will be agreed as a part of the Masterplan process.

17. Heritage

17.1 All parties agree that the proposed development will not result in any harm to the significance of any designated or non-designated heritage assets.

18. Milestones

18.1 All parties envisage the following key milestones: (Subject to amendment)

- Establish Planning Performance Agreement – May 2019
- Preparation of draft strategic Masterplan – May – October 2019
- Submission of Strategic Masterplan to EFDC – November – December 2019

19. Phasing and Delivery

19.1 The parties agree that the allocation is capable of being delivered in line with the Council's Housing Trajectory as follows, subject to the timely progress of the Masterplan:

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
0	80	115	130	130	95	95	95	0	0	0	0	0

20. Conclusion

20.1 The parties agree that development at the Site would make a significant contribution to the need for housing, including affordable housing within the District.

20.2 The parties are committed to continue to work together to secure the delivery of the Waltham Abbey North Site.

Signed

On behalf of Epping Forest District Council

Name: 

Date: 25/4/19
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On behalf of Manor Oak Homes

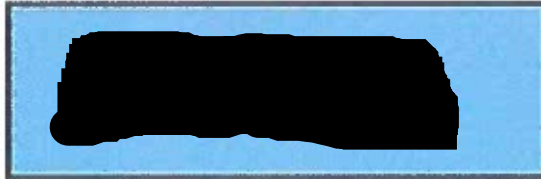
Name: .

**William Main MRICS
Managing Director**

Date: 24/04/2019

On behalf of Phase 2 Planning (for Mrs Barr)

Name:



Date: 24/04/19.....