

Epping Forest Local Plan Submission Version

Statement of Common Ground

North Weald Bassett Masterplan Area - Policy P6

April 2019

Between:

- 1) Epping Forest District Council (EFDC) – the Local Planning Authority**
 - 2) Sworders on behalf of the landowners for NWB.R1 and NWB.T1**
 - 3) Strutt and Parker on behalf of the landowners for NWB.R2**
 - 4) Countryside Properties on behalf of the landowners for NWB.R3**
 - 5) Mr. Dilloway – Landowner NWB.R4**
 - 6) Mr and Mrs Crolla – landowners NWB.R5**
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1. Introduction

1.1 This Statement of Common Ground (SoCG) 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 North Weald Bassett Masterplan Area Policy P6 site ('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 parties land interests are as follows:

- NWB.R1 – Land at Bluemans – Approximately 223 homes
- NWB.R2 – Tylers Farm – Approximately 21 homes
- NWB.R3 – South of Vicarage Lane – Approximately 728 homes
- NWB.R4 – Land at Chase Farm – Approximately 27 homes
- NWB.R5 – The Acorns – Approximately 51 homes

- 1.3 It will be noted that the parties to this SoCG control the entirety of the land intended for the residential allocation in policy P 6.
- 1.4 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.

2. Background

- 2.1 EFDC has prepared a Local Plan which will cover the period 2011 to 2033 and this is the subject of Independent Examination (IE) with Hearing sessions for the IE during February, March and May 2019.
- 2.2 The Local Plan allocates a minimum of 11,400 homes across the Local Planning Authority Area. Approximately 1,050 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 EFDC's 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 6 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 currently provides details of the expected infrastructure requirements for the site.
- 2.6 The key policy requirements for the site as set out in the LPSV are summarised below:
 - Approximately 1,050 homes up to 2033;
 - The creation of 5 traveller pitches;
 - local centre including, retail, community, and appropriate provision of health facilities;
 - addressing surface water flooding;
 - new primary school;
 - adequate levels of public open space to be provided on the site;
 - Careful design that preserves or enhances the setting of the Grade II Listed Building at Tyler's Farmhouse;
 - New and improved Public Rights of Way and cycle linkages with the surrounding area;
 - Careful design and layout to ensure that where sensitive land uses are proposed near the intermediate High Pressure Gas Pipeline they accord with the requirements set out in the HSE's Land Use Planning Methodology;

- The need to upgrade/widen the existing Vicarage Lane West access in order to ensure a safe access point which has sufficient capacity for the development it serves;
- The continued protection of those trees benefitting from a Tree Preservation Order, and other identified veteran trees.
- Local upgrades to the existing waste water network and drainage infrastructure;
- Potential upgrades to existing water, gas and telecommunications infrastructure;
- The improvement and provision of open space throughout the settlement.
- Highway and junction upgrades.

2.7 The parties consider that the LPSV is broadly sound and legally compliant. The parties also support the allocation of the site in the LPSV.

3. Latest Position

- 3.1 The parties have been engaged in ongoing dialogue and discussions with EFDC, and Essex County Council (ECC), representatives of the Parish Council, the North Weald Bassett Neighbourhood Plan Steering Group and other stakeholders, in relation to the future delivery of the site.
- 3.2 The parties are currently in discussions to enter into a Planning Performance Agreement (PPA). The PPA will promote efficient and effective joint working, front load the planning process and assist in focusing the issues that will need to be addressed as part of the Strategic Masterplanning process.
- 3.3 The PPA will set key milestones in the project to ensure a coordinated and managed approach to delivering the North Weald Bassett Strategic Masterplan Area. The Strategic Masterplan is intended to provide a framework for the consideration and determination of future planning applications.
- 3.4 To this end the parties have been working collaboratively and constructively with each other and EFDC to progress the production of a Strategic Masterplan for the site, in accordance with SP 3 of the LPSV. It is anticipated that the draft Strategic Masterplan will be subject to public consultation in 2019.
- 3.5 The 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 to ensure that development potential is maximised, all parts of the site are deliverable to enable the individual landowners/ developers to bring forward applications for planning permission in the context of a strategic framework. The parties also agree not to impede each other to the extent that it impacts upon the timely delivery of infrastructure or masterplan objectives.
- 3.6 The parties and EFDC agree that those land interests not party to this SoCG will be included within the Strategic Masterplan area.

4. Areas of Common Ground

4.1 The following matters contained within this SoCG are agreed between the parties.

5. General

5.1 The parties support the allocation and broadly consider that the LPSV is sound and legally compliant.

5.2 The parties agree with the overall vision that the LPSV sets out for Epping Forest District and that specifically for North Weald Bassett.

5.3 The parties agree that the site is, deliverable and developable, in accordance with paragraph 47 of the National Planning Policy Framework 2012 under which the LPSV was submitted.

5.4 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.

6. Housing

6.1 The parties agree that the entire site is capable of delivering approximately 1,050 homes in accordance with the North Weald Bassett policy (P 6)

7. Infrastructure

7.1 The parties acknowledge that Policy P 6 F and L and the Epping Forest Infrastructure Delivery Plan (IDP) provide details of the current known infrastructure requirements for the site. The infrastructure requirements and delivery arrangements will also be set out within the Strategic Masterplan and through ongoing discussions with Local Authorities and infrastructure providers. The parties agree that the developers / land owners will be required to contribute proportionately towards the delivery of necessary infrastructure.

8. Masterplan process

8.1 The parties agree that the masterplan process for the site will include meaningful consultation with the community and other stakeholders.

8.2 The Council will seek to formally endorse the final version of the Masterplan and this is intended to set the framework for the consideration of planning applications which will follow.

8.3 Having regard to Section 3 above, the parties agree that the masterplan will comprehensively cover the entirety of the site. It is intended to provide a robust and co-ordinated framework for delivery of development to be able to consider and determine future planning applications having regard to Policy SP3 of the LPSV.

- 8.4 The parties agree that the Masterplan and subsequent applications as appropriate will be informed by a Quality Review Panel at appropriate stages.

9. Viability

- 9.1 The evidence submitted alongside the LPSV includes the Stage 1 Assessment of the Affordable Housing, Community Infrastructure Levy and Local Plan (DOC ID: EB300), Viability Study Stage 2 (Doc ID: EB300) and Appendices I – IV (DOC ID: EB301A – EB301E).
- 9.2 The Stage 2 viability study concludes that an affordable housing policy headline target of 40% on applications for 11+ dwellings is likely to be workable to secure an optimum level of affordable housing provision in most cases. The parties agree that this will be the starting point for securing the maximum level of affordable housing provision.
- 9.3 In addition to the affordable housing requirement, planning obligations will need to be secured to assist in the funding of essential infrastructure for the Strategic Masterplan Area as outlined in the IDP. The parties broadly agree with the LPSV assessment findings. Taking into account regular development costs as well as affordable housing requirements and the known financial contributions for essential infrastructure, at the signing of this SoGC, the development will be viable and deliverable. It is agreed that this will be refined through the masterplan process and future planning applications.

10. Green Belt

- 10.1 The site was tested as part of the Stage 2 Green Belt review where it was concluded that if the site is removed from the Green Belt it would have a moderate or no or low impact to the purposes of the Green Belt. The parties agree that there are exceptional circumstances, which are fully evidenced and justified in the LPSV and that all other reasonable options for meeting development needs have been examined for the Green Belt boundary to be altered.
- 10.2 The parties agree that the existing landscaped boundary to the west of NWB.R3 will be maintained and potentially strengthened to provide a robust and defensible Green Belt boundary.

11. Flood Risk and Drainage

- 11.1 The Environment Agency's Flood Map confirms that the majority 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). A small section on the south west corner is however located within Flood Zones 2 and 3. The parties agree that non-compatible built development in Zones 2 and 3 will be avoided.
- 11.2 The parties agree that the proposed development will make provision for drainage, via the mains sewer system and for surface water by using sustainable drainage techniques (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 and Epping Forest Special Area of Conservation

- 12.1 The parties agree that there are no priority habitats at the site. Public open space, green infrastructure and landscaping and retention of trees will be considered as part of the Strategic Masterplan process to 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), part of the southern edge of the site is located 6.2km from the current Zone of Influence. This is subject to periodic review. The Epping Forest SAC is identified primarily for its habitat value in respect of beech trees and wet and dry heaths.
- 12.3 The parties are aware that an appropriate level of Alternative Natural Green Space (ANGS) may be provided on relevant sites. The site is captured by the Epping Forest Zone of Influence (ZOI). This is subject to periodic review. The Council's Habitats Regulation Assessment ((HRA), DOC ID: EB209)) identifies that the development of the site may cause a significant impact on the SAC if not appropriately mitigated. The parties agree that the site has the potential to deliver a comprehensive mitigation package comprised of onsite 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.

14. Transport

- 14.1 With reference to MIQ Matter 15 P6: The parties are 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.
- 14.2 The parties agree to facilitate the timely delivery of all necessary highway and transport infrastructure improvements, including improvements to existing Public Rights of Way and cycle linkages with the surrounding area as well as the provision for bus services for the site wherever possible. This will be dealt with as part of the Masterplan process.

15. Education

- 15.1 The parties agree that the site will contain a new primary school. The location, design parameters and delivery arrangements for the new primary school will be set out within the strategic Masterplan for the site in accordance with the IDP.

16. Landscape and Open Space

- 16.1 The parties agree that the site will require provision of development within a landscape framework in order to mitigate visual impact on the surrounding

landscape. The details of this will be agreed as a part of the Masterplan process.

17. Heritage

17.1 The parties agree that the development will be designed to take full account of the setting of all designated and non-designated heritage assets on the site and in the surrounding area including the Grade II Listed Building at Tylers Farmhouse and Church Cottage and Grade II*, St Andrews Church.

18. Inspectors Matters, Issues & Questions (MIQ's)

18.1 MIQ Matter 15 P6 raises questions in regard to Green Belt, transport and heritage matters. The parties agree to work with EFDC to ensure that the relevant matters will be addressed in appropriate Hearing Statements to the Examination.

19. Milestones

19.1 The parties envisage the following key milestones:

May - 2019 – Agree PPA and project plan

March – August 2019 – Preparation of draft strategic Masterplan in accordance with agreed programme

September 2019 – Submission of Strategic Masterplan to EFDC for endorsement

20. Phasing and Delivery

20.1 Subject to the timely progress of the Masterplan, the parties agree that the allocation is capable of being delivered in line with the Council's Housing Trajectory as noted in the Housing Implementation Strategy Update (2019) as follows

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
0	136	106	80	116	116	116	76	76	76	76	76	0

20.2 All parties agree that the housing trajectory noted within the Housing Implementation Strategy Update (2019) does not preclude the earlier delivery of development if possible.


21. Conclusion

21.1 The parties agree that the site is deliverable within the Plan period and would make a significant contribution to the need for housing, including affordable in the District. It is a suitable location for development and there are no over-riding issues or constraints to bringing forward this development site in accordance with the LPSV.

21.2 The parties are also committed to continue to work together to secure the delivery of the site in accordance with the policies, requirements and principles set out in the LPSV.

Signed

On behalf of Epping Forest District Council

Name:


Date: 25/4/14

On behalf of Mr. Eldred (NWB.R1 and NWB.T1)

Name: 

Position: SWORDERS (AGENT)

Date: 23-04-19

On Behalf of Mr. Ward (NWB.R2)

Name: [REDACTED]


Position: [REDACTED]

DIRECTOR - STRUTT & PARKER (CAMBRIDGE)

Date: [REDACTED]

24th April 2019


On behalf of Countryside Properties (NWB.R3)

Name: 

Position: Regional Director (Planning), New Homes & Communities

Date: 23/04/19

On behalf of Mr. Dilloway (NWB.R4)

Name: 

Position: Land Owner

Date: 26 - 4 - 2019

On behalf of Mr. and Mrs. Crolla (NWB.R5)

Name: [REDACTED]

Position: REPRESENTATIVE FOR THE CROLLA FAMILY

Date: 24/04/2019