



Our ref: RU/
Email: robin.upton@wyg.com

Date: 24th January 2014

Masterplanning consultation
Forward Planning
Mid Devon District Council
Phoenix House
Phoenix Lane
Tiverton
EX16 6PP



Dear Forward Planning team

**TIVERTON EAST URBAN EXTENSION – MASTERPLAN CONSULTATION
REPRESENTATIONS ON BEHALF OF THE FARRANT AND COPPLESTONE TRUSTS**

WYG are instructed by the Farrant and Copplestone Trusts (the trust) to submit representations in respect of the draft Masterplan Supplementary Planning Document consultation (the draft masterplan) dated December 2013. The trust has a controlling interest in approximately 50 acres of land labelled '6' as shown on the land ownership plan at section 2.2 of the draft masterplan.

In general the trust supports the objectives and spatial strategy of the draft masterplan that seeks to deliver land within their controlling interest as part of Area B, phase 2a of the urban extension. Whilst in support of the draft masterplan, the trust seeks to ensure that earlier phases of the urban extension meet their respective infrastructure requirements and those of the development as a whole.

Another key requirement of the trust is to ensure appropriate flexibility throughout the delivery period. The draft masterplan envisages completion of the urban extension in 2027/2028. It is therefore essential that delivery of the development is flexible and the adopted masterplan is able to adapt to changing circumstances over its lifetime.

Infrastructure Delivery

The draft masterplan seeks a co-ordinated approach to the comprehensive delivery of infrastructure, through a combination of CIL payments and S106 obligations, required to make the development acceptable as a whole that is supported. The draft masterplan rightly states that:

It is essential that the development is taken forward in a co-ordinated and cohesive manner with the bigger picture clearly in mind, in this way the overall vision and aims of the area can be achieved.

The above objective is supported as if earlier phases do not facilitate delivery of both green and physical infrastructure necessary for the development as a whole to acceptable, this could place undue burden on later phases of the development to make up the shortfall. In such circumstances the viability of later phases could be detrimentally affected and in turn may undermine the delivery of the development in its totality.

In this respect section 6.4 describes the infrastructure requirements of the whole development that are linked by a variety of triggers within each phase of development and the organisation responsible for each delivery milestone. Whilst the objective quoted above seeks a cohesive bigger picture approach, the infrastructure requirements of section 6.4 are rather compartmentalised within each phase. For example, there is no requirement for phases 1a and 1b to facilitate delivery of green infrastructure (GI) that is required for the development as a whole to be acceptable. This means that the trust is required to effectively donate approximately a third of its controlled land to ensure earlier phases of development retrospectively meet their open space requirements. Without some sort of equalisation process, CIL payment or S106 obligation linking earlier phases to future GI delivery, what incentive is there for the trust to make this concession? It is therefore requested that the infrastructure delivery table at section 6.4 table is modified to reflect security of future GI delivery from the outset of the development.

Section 6.6 of the draft masterplan requires each outline application to be accompanied by a 'development framework plan' and a 'infrastructure delivery plan'. This initiative is supported, however as currently drafted these plans only relate to delivery requirements within "Area A or Area B" and not the urban extension as whole. This is contrary to the aim of keeping *the bigger picture clearly in mind*. As currently written section 6.6 only requires outline applications to secure infrastructure for part of the *bigger picture*. We request that 6.6 is modified to require framework/delivery plans for Area A and B with each application or alternatively an application within area A should be required to demonstrate that it does not undermine or prevent delivery of infrastructure requirements in Area B and visa versa.

Flexibility

Given the circa 15 year build period of the urban extension it is essential that delivery of the development is flexible and the adopted masterplan is able to adapt to changing circumstances over its lifetime. Since the urban extension area was adopted through Policies AL/TIV/1 to AL/TIV/7 in the Allocations DPD in December 2010, various departures from the DPD have been identified in the draft

Masterplan. For example, a second strategic access to Heathcote Way is no longer required, the proposed phasing thresholds identified in the policies have changed and the quantum of housing development has reduced to below the allocation range of 1550 – 2000 dwellings. This is not a criticism as the proposed departures respond appropriately to rectify necessary changes.

Some fairly significant changes have therefore occurred in little over 3 years and therefore it is more than likely that more strategic changes will be necessary over the 15 period of deliver. It is therefore essential that the draft masterplan allows for an appropriate monitoring and review process over the delivery period. This requirement is enforced by the NPPF that states *policies should be flexible enough to accommodate needs not anticipated in the plan and to allow a rapid response to changes in economic circumstances* (paragraph 21). The NPPF also identifies the need to bring forward development identified for later in the planned delivery period.

The contents page of the draft masterplan refers to section 6.2 entitled "Maintaining Flexibility". Within the body of the document however, section 6.2 is entitled "Assumptions about the rate of housing delivery". An essential section of the draft masterplan is therefore missing. It is imperative that the maintaining flexibility section of the final adopted masterplan is included for the SPD to accord with the NPPF.

It is common for SPD and Development Plan Documents (DPD's) to include a specific chapter on flexibility over the plan period as well as monitoring and review processes. It is conceivable that through the SHMA and SHLAA annual processes that the District housing requirement may rise so that it would be appropriate to consider more than the 1,520 dwellings currently proposed. There may also be circumstances where it would be appropriate to bring forward later planned phases of the masterplan. For example, if for whatever reason a particular phases of development is stalled it might be appropriate to bring forward a later phase earlier than envisaged. Later phases might also be brought forward to assist with the District housing supply. It would normally be expected for SPD and DPD's to set out the circumstances where monitoring, review and flexibility could occur or at least state that variations to draft masterplan will be considered on their merits if an appropriate case can be demonstrated.

Whilst the Maintaining Flexibility chapter is missing, some elements of flexibility are introduced within the draft masterplan. For example, section 6.2 does refer to flexibility in the level of affordable housing, subject to viability testing, correctly recognising that changes in economic circumstances can affect the viability of developments.

Section 6.3 "Approach to development phasing" also introduces an element of flexibility where it refers to *consideration of proposals to vary phasing from that set out in this document...* This section

states how any variation should demonstrate that there is no discourse with the *bigger picture*, however it does not refer to the circumstances under which it would be appropriate to consider such variations. This section should either describe the circumstances under which variations would be considered appropriate or state that a case for such variations would have to be demonstrated and that they would be treated on their merits. For example, section 6.3 refers to the development being expected to move sequentially in a southerly direction as access becomes available and moving in order of the identified phases linked to specific delivery rates per year at section 6.2. Given the relatively precise nature of the latter requirements, it would be appropriate to introduce a mechanism for flexibility to take account of a particular phase stalling. As currently written if one phase stalls it would preclude the next phase from coming forward that could potentially undermine delivery of the *bigger picture*.

Conclusions

The objectives of the draft masterplan are supported by the trusts, however two essential amendments are requested as follows:

1. Earlier phases of the development should be required to provide or facilitate delivery of mutually required forms of infrastructure, green or physical. For example, as currently written early phases have no requirement to facilitate delivery of Green Infrastructure that is required to make the urban extension as a whole acceptable. Alternatively an application within earlier phases should be required to demonstrate that it does not undermine or prevent delivery of future infrastructure requirement that is currently absent from the draft masterplan.
2. It is essential that the masterplan has regard to the need for flexibility in order to accord with the policy making requirements of the NPPF. As currently written there is no mechanism to respond to inevitable changes in circumstance over the 15 year delivery period. The masterplan should provide clear mechanisms to respond to situations whereby a particular phase of the urban extension stalls or should there be a need assist the District housing supply. The NPPF advises that it is appropriate in these circumstances to bring forward development planned for later delivery. In this regard the draft masterplan should contain a specific chapter relating to the need for flexibility over the delivery period to compliment the proposed monitoring and review strategy.

Without these amendments, the draft masterplan is not considered to comply with the policy making provisions of the NPPF. These changes would ultimately benefit the soundness of the masterplan, its strategic objectives and delivery of the urban extension. We trust that these comments will be taken into account.

Yours sincerely

ROBIN UPTON

Associate

For and on behalf of **WYG**

Cc: The Farrant and Copplestone Trusts

