

SHOTLEY PARISH COUNCIL

Chair: R Wrinch, Hill House, Wades Lane, Shotley, Ipswich IP9 1EW

**Mrs Carol Williamson,
Brook Vale House, Stowmarket Road, Rattlesden, Bury St Edmunds,
Suffolk IP30 ORR**

Tel: 01449 736362 Email: ecwil@hotmail.com

February 26th 2006

**Sian Evans
The Planning Inspectorate
Bristol**

By e mail for the attention of Christopher Frost

Dear Ms Evans

**Application No: B/03/01085/OUT
Location: Former HMS Ganges Site
Planning Obligation Deed (Version dated 24 February 2006)**

We would be grateful if you could bring these observations to the attention of Mr Frost at your earliest opportunity and provide copies to the other parties.

Shotley Parish Council does not have the legal expertise, nor do we have the ability to seek advice at this late stage, to offer an expert opinion on the Deed. Our comments are intended to protect and advance the interests of our parishioners and should not be taken in any other context.

We understand that you are content to take comments on The Fourth Schedule, The Seventh Schedule, the Twelfth Schedule and those parts of the Thirteenth Schedule relating to the proposed Travel Plan at the sessions of the inquiry on highway matters. I have, however, included in this letter comment on the proposal for the foot ferry as this has already been the subject of a witness statement and cross examination. However at this stage we would like to point out that we have not been provided with any of the plans referred to in Schedule 12.

We reiterate the point made in earlier correspondence, copies of which are attached for the attention of Mr. Frost, that in total the cost to the developer of the measures they have proposed is £11477 per unit based on the 325 units or £7460 based on the 500 units. It is our view that this sum amounts to development on the cheap given the severe impact that this development will have on Shotley and surrounding Parishes. In Milton Keynes the local authority is requiring developers to provide £18500 per unit. It would be stating the obvious to say that Shotley bears no comparison to that area in terms of infrastructure. We countered Mr. Watson's assertion that this may reflect a difference in property prices by showing that in September 2005 the average house price in Milton Keynes was £182 117 in Babergh it was £190 792.

Definition and Interpretation

In the definition of the "the Development" at page 4 we have noted that once again there is no use classification give to the proposed clubhouse. Without this we are not in a position to respond to this proposal either in terms of how it may meet the needs of residents or what further pressures it may place on the area; it may well turn out to be anything from an allotment shed to a casino.

Regarding "Dwellings for Rent" and "Shared Ownership Dwellings" the definitions refer to "a two bed roomed house." We do not know how they have arrived at the conclusion that rented housing should be limited to two bedrooms. We have provided evidence of the need for single person accommodation for example and it is a matter of fact that there are larger families waiting to be re-housed in the District.

Agreement and Declaration

As stated in our opening paragraph we do not have the benefit of a legal opinion on this Deed and our interpretation of clause 6(k) is that of a lay person. We understood that the intention in securing affordable housing was that it would pass into the ownership of the District Council or a Registered Social Landlord in order that the housing needs of local people could be met at the time of the development and in the future. This clause seems to infer that the developer will own the properties and is free to dispose of them should a RSL or the District Council not be able to raise the money to purchase them. This seems to be in conflict with The Second Schedule Part 1.1.

The First Schedule

We have **not** been provided with a copy of the red line plan and can therefore offer no view as to whether it conforms to our understanding of the site boundaries. I understand that in regard to the boundary with land owned by the Marina there are a number of uncertainties.

The Second Schedule

In respect of the on site provision we have provided evidence showing that housing need locally exceeds the estimate in the Babergh Housing Needs Survey. For this reason and because the development should be contributing towards meeting housing need in the whole district, an argument submitted by the applicant in regard to the general housing provision, we consider that the 35% affordability policy should be pursued. We believe that the Development Committee granted the permission on this basis.

We have had no response from the District Council to the points we have made regarding provision of sheltered housing and a foyer type project on the site. We therefore reiterate that that it is fundamental to the sustainability of the site and the area; that vulnerable elderly people remain close to their family and social support networks and that young people are able to make real choices about education, training and the transition to adulthood. In our view, therefore, the proposed measures do not mitigate or ameliorate the impact of the development and in fact they will make the proposed development less sustainable.

We have been provided with no information as to how the figure of £929 000 was calculated. If the intention is still to provide 37 homes off site then this equates to £25 108 per unit. This is likely to be less than half of the cost of acquiring land and the building costs for a two bed roomed house locally and almost one third of the £60 000 "quickie house" promoted by the Deputy Prime Minister. Evidence has been given to this Inquiry about the difficulty in acquiring land for housing locally and whilst a ten year claw back is better than a five we do not see why there needs to be any claw back period.

There are a number of views as to what constitutes the Shotley Peninsula. We would wish to know, and if appropriate comment on, which Parishes the District Council considers forms the Shotley Peninsula.

The Third Schedule

There is a fear locally that the contribution to the County Council will disappear into the general fund and we would wish to see a provision in Part 2 to restrict the application of this money to Shotley, Chelmondiston and Holbrook schools

Earlier in this process we made representations on behalf of Shotley Kidzone a local charity providing services to children and their families from premises at Shotley Community (Primary) School. Mrs Radley made a submission on their behalf at the Inquiry session at Shotley Village Hall. My letter of February 6 to Mr Watson refers to the matter as well.

The sum of £40 000 referred to at Part 1.3 we believed was coming to Kidzone and my letter to Mr Watson asks him to confirm that this was the case. It now appears that only £15 000 will be provided and that the balance will go to the County Council.

We assume that this approach is based on a misunderstanding concerning the role of the school and Kidzone:

The school does not provide a service for children younger than three and a half years.

Children younger than two and a half years may attend a Parent and Toddler Group at Kidzone

At two and a half years a child can seek a pre school place at Kidzone.

At the age of three and a half a child may transfer to the nursery class at Shotley School, although some parents choose depending on the individual's development and education needs to keep the child at Kidzone.

In the term before their fifth birthday a child must enrol at a school.

Kidzone provides a range of other services invaluable to the children and parents of the area including breakfast and after school clubs, activities during school holidays for children of all ages and parent education.

All of the above activities deliver key objectives of local, county, regional and national policy particularly in regard to the enabling parents to be economically active.

We assumed that provision to fund the increase in demand for children in the nursery class at the school was included in the £800 000 and that the additional £25 000 has been allocated to the County Council in error.

We would also further submit that the sum of £40 000 (or £15 000 if that proves to be the contribution) remains significantly short of the additional resources that the management committee and professional staff at Kidzone believe will be required to meet the needs of the children generated by the development:

£75,000 to provide for a building of a suitable size

£25,000 to provide for additional equipment and resources

£20,000 annual revenue support principally for staff costs

The Fifth Schedule

Provided that the Police Authority can confirm that 30m² is sufficient for their needs, that they are satisfied with the leasing arrangement and that there will no restrictive covenant debarring others for using the building when not required by the police we have no comment on this schedule.

The Sixth Schedule

We have noted that this contribution continues to fall short of the sum requested by the PCT.

Given that the ambulance response times for this area continue to meet response time targets and that that the increase in population will result in more pressure on the emergency services we must push our claim for a community paramedic. This would be a resource for the whole area covered by the current GP practice.

The Seventh Schedule

Mr. Steel's evidence on on behalf of this Parish Council on the foot ferry service provided in the Addendum to his Witness Statement stands and we nothing further to add.

The Eighth Schedule

There is no football pitch at Shotley Village Hall although there are pitches at other locations in the village.

The contribution of £150 000 under this heading is seriously inadequate and we no information as to how the figure was calculated. We have noted that it is equivalent to approximately £190 per new inhabitant.

Our request for funding for a feasibility study and the cost equivalent to that of providing and equipping a village hall for a community of 800 persons was evidence based and in the absence of any counter reasoning by the developer that request stands. The feasibility study would generate a sum under this heading but we anticipate it to be not less than £350 000.

Given that issues such as land acquisition can be extremely complex, we have issues to be resolved relating to a trust established in Elizabethan times in respect of one site, the 10 year claw back is unreasonable.

The Tenth Schedule

We understand that the County Council have made representations that £40 000 would be more appropriate and we support that view. We envisage that the issue of a library would be covered by the feasibility study referred to above.

The Eleventh Schedule

We have no information regarding how this sum was calculated and as the objections by Suffolk Wildlife Trust have been resubmitted and further evidence provided by local experts the parties may wish to revisit this matter.

The Thirteenth Schedule

We have not been provided with a copy of Plans 2 and 3.

It has always been our preference for the ownership and thus the future management, care and maintenance of the historic structures and public open spaces should pass to the District Council or other appropriate public body, on completion of the scheme and that the developer should pay to that body a sum of money sufficient to generate enough annual income to meet the costs of ownership.

In Part 1 1.3 (ii) add "shall be submitted to the District Council, Shotley Parish Council and the H.M.S. Ganges Association" after strategy and add "buildings or other structures" after streets.

The Fourteenth Schedule

In paragraph one add "following local consultation." after Authority.

In 2.2 add "including hours and days of the week to which the delivery of construction materials shall be limited" after materials.

In 2.6 add "Vibration" at the beginning of the sub clause

In 2.7 add "and wheel washing" after cleaning

In paragraph two add the following sub clauses:

2.13 An Emergencies Plan

2.14 Management and Environmental standards for contractors and sub contractors

2.15 The use of local contractors and suppliers

2.16 The reuse and recycling of demolition materials

2.17 Monitoring and sanctions

In paragraph three delete "a copy" and insert "four copies." The intention of this is that a record will be held by the District Council, The H.M.S. Ganges Museum Trustees, Shotley Parish Council and the Suffolk Records Office.

Other Matters

In order for the community to properly manage and plan for the changes that will come about we requested additional resources to enable us to meet our obligations to the existing and future community. We sought an agreement to provide for the employment of a Community Development Worker, including a sum for delivering a work programme, for the area for a period of no less than five years from the date of implementation . In the absence of any counter argument against this proposal we reiterate that we feel that this matter can be justified, conforms to best practice and is not without precedent elsewhere for example The Ravenswood development in Ipswich. We would be happy to include reference to travel planning in the job description.

We estimate that the cost would be in the region of £25 000 for salary and associated costs and a sum of £1000 per year for the work programme.

I now address the Conditions

Paragraph 2: Insert "following local consultations" after Authority.

Paragraph 3: Insert "following local consultations" after Authority. We refer to our earlier comments regarding the community clubhouse. We would wish that the shops and employment units are in place prior to the occupation of the first development.

Paragraph 5: Will this not be expressed more clearly in the actual permission and if so its inclusion here may be confusing?

Paragraph 8: Add at the end "The totality of trees and shrubs shall be no less than exists on the date that permission was granted, trees of worth not covered by a Tree Preservation Order should be replaced like for like and as close to their original position as possible. All plantings shall be of species native to this area."

Paragraph 11: Add at the end "All plantings shall be of species native to this area." Our comments above on the Thirteenth Schedule apply here.

Paragraph 12: Insert "following local consultations" after Authority.

Paragraph 13 Add after play spaces the following: "teen shelters, fitness trail and recycling facilities." The developer should have responsibility for the future care and maintenance of these facilities if not passed to the District Council in which case a sum for their future maintenance shall be commuted to the District Council.

Paragraph 14: We believe this should be addressed in Construction Management Plan in the Obligations.

Paragraph 15: In (i) Insert "following local consultations" after Authority.

Paragraph 16: Insert "following local consultations" after Authority and add after Harbour "or nuisance to properties adjacent to the site."

Paragraph 17: Insert "following local consultations" after Authority

Paragraph 21: Insert "following local consultations" after Authority. Add a new sentence at the end "Unless for safety or health reasons or to secure the archaeology or archaeological artefacts."

Paragraph 22: Delete "to at least base course level or better."

Yours sincerely

Carol Williamson
Temporary Clerk to Shotley Parish Council

Cc: G Steel, all other members of Shotley Parish Council, District Cllrs Sadler and Clarke, County Cllr D Wood, Richard Watson, Haylink Inquiry Team, Suffolk County Council