

Response to EXD/076 - *Note on the Meaning of 'Deliverable'*

I would like to respond to the statement which comments on the legal meaning of the word deliverability "within the plan period". As a lay person I am not qualified to argue the legal point but it does seem to me that this case (about a five-year supply of housing) is not relevant to the examination of a local plan). I'm also not sure if the QC refers to this to establish a "mandatory" or a "persuasive" precedent and I also suspect that another experienced lawyer may be able to find a more relevant case, which may suggest a different principle in law.

Even if this case were to be considered as a persuasive argument for making decisions about a local plan (within the plan period), I would like to point out (perhaps obvious but important in principle) that both the NEAs' Garden Communities plan and the alternative plans proposed by other developers, including that by L&Q, Cirrus Land Ltd and Gateway 120, include timescales that extend beyond the current and subsequent plan periods.

A consequence of such extended project timescales is that significant infrastructure required to support the scale of development carry greater risks around cost and implementation because detailed design at the outset is incomplete. This is demonstrated in evidence documents both from the NEAs and L&Q et al. for example, on the subject of wastewater which was discussed in Hearing Matter 6 and I also refer to quote from the L&Q response Executive Summary,

*Wastewater: Discussions with Anglian Water and investigations into existing capacity have confirmed that there is some spare capacity within the existing nearby works at Coggeshall which may be able to take an initial phase of development.*

In my opinion there should be sufficiently clear evidence of deliverability of such critical infrastructure rather than such vague statements.

Secondly, regarding the NEAs plan, the NEGC Garden Communities Charter contains many references to this being something very different to a normal plan and potentially with greater risk to the public; for example:

Page 4, INTRODUCTION:

*Notably, and different from standard development approaches, the Garden Communities – their planning, promotion and development – will be led by the Councils in partnership with existing and new communities and the private sector, with risks and rewards shared.*

Page 27, PRINCIPLE 10

***INNOVATIVE DELIVERY STRUCTURE THE GARDEN COMMUNITIES WILL BE DELIVERED THROUGH A GENUINE AND PRO-ACTIVE PARTNERSHIP APPROACH BETWEEN THE PUBLIC AND PRIVATE SECTORS, WHERE RISK AND REWARD IS SHARED AND COMMUNITY EMPOWERMENT ENABLED.***

Due to the unprecedented scale; timescale; proposed delivery method; large scale non-incremental infrastructure requirements; unknown risk and the way this local plan is being presented in two sections, I believe it is reasonable for the general public to assume a much higher level of care will be taken at the outset to demonstrate more certainty of delivery than in previous cases.