

Pre-Submission Document March 2016

Introduction

As a fairly long-term village resident I have to say that I am against further development in general.

However, the realist in me says that the proposed development of four parcels of land is a much better option than what might have been imposed by a faceless central government if left to its own devices.

I have studied the Bryanston parts of the Pre-Submission Plan and have some concerns about what I see as unclear, incorrect or insufficiently worked through statements, and these I have dealt with below.

Topics in this Document

All Topics concern Bryanston.

1. Proposals for lower-value housing
2. Financial aspects of the proposal for enhanced community facilities
3. Understanding the match funding for the above
4. Vacancy status of the four land parcels

Proposals for lower-value housing

It is strongly suggested within the pre-submission document (PSD) that one landowner controls all four parcels of land proposed for building, and that it also owns the land designated for the community facility – the latter not being identified on Inset 4.

Given that the landowner is neither a developer nor a builder, it can reasonably be presumed that the land will be sold to one or more developers for the best obtainable price. Inevitably, selling to one developer would be easier than selling to two or more, and would probably achieve the best return. For what follows I will assume that this is what will happen, although my comments could apply equally to multiple developers.

The developer has four parcels of land upon which lower-value housing must be provided on two of them. Given that the profit to the developer comes, largely, not from the building activity per se, but from maximising the sale value of the completed property, he will be naturally reluctant to engage in building lower-value units which will yield lower returns, notwithstanding earlier promises or commitments.

It is well known, and Poundbury is a classic example, that a developer will leave low-value work until last (there constantly being a commercial pressure to get the highest returns). Having left the low-value work, the developer will contrive to try to alter the original planning consent in any way that will improve the profit yield on the designated low-value areas. Sadly, this tactic very often works.

I would ask that these proposals be modified to require that the low-value properties are completed (including site clearance and finishing which is often left until even later) before substantive work commences on any of the full commercial value properties, and that this should be the case however many developers are involved.

Financial aspects of the proposal for enhanced community facilities

Policy 7 sect. iv says *“the proposals for the development of each land parcel include a planning obligation to make a financial contribution that together meet the full costs of providing new of enhanced community facilities for the Parish”*

If we assume, as we are being told, that the four parcels will be developed over a number of years and possibly by multiple developers, certain points come into play, viz:

1. For a proper contribution to me made in respect of the first property sold, the cost of the project, at current expectations, will have to be determined, or a figure projected which it is hoped would cover a project not yet decided upon.
2. The holder of the contributions, the legal standing of the holding, e.g. a Trust perhaps, the type of investment vehicle etc., etc, will all have to be decided in advance.
3. For each contribution that is later than the first one it may be assumed that the initial projected figure, however determined, will by then be insufficient, perhaps by the amount of inflation in the interim. There will therefore, if the intention of the original proposal is to be carried through, have to be a) an enforceable method of inflating successive contributions over time and, perhaps, b) a binding revaluation/reassessment of the project part-way through the building activities provided for by the Plan.

I believe that unless the above points, and others that may flow from them, are both sufficiently tightly defined and also made enforceable, the project for a community facility will not materialise. One should bear in mind that even with all the above considerations in place the end sum may still be somewhat short of the then necessary total.

If the Plan can put the above conditions in place it is to be hoped that the Parish Council – a publicly accountable body – could be the designated appointee of the Trustees of any Trust Fund.

Understanding the match funding for the above

Point 3.34 of the PSD raises some question in my mind, viz:

1. In the words “requires each scheme to make..” can it be made clear what is meant by “scheme”? I presume “scheme” refers to any one of the four parcels of land – is that so?
2. In the words “and for this contribution to be directly match-funded by..” does “contribution” mean the contribution made following the development of each parcel?
3. Previous wording suggested strongly that the total of contributions from the development of the parcels would fully fund the community project. However, and assuming that statement is correct, the following words would appear to double the total amount collected: “..and for this contribution to be directly match-funded by an additional contribution via each new dwelling..”. Is this right, and who funds the second contribution? In fact I believe that I have misunderstood the intention of this part of the Plan and, being a little arrogant here, if I am

misunderstanding it then so will many others. Can the Plan be clarified, particularly so that developers are unable to find any escape routes.

Vacancy status of the four land parcels

Point 3.38 of the PSD includes the words “None of the parcels, all of which are currently vacant..”. It was my understanding that a) one parcel covered most/all of the “garage” site – now Phillips Fabrications and b) and another involved a sizeable slice of the garden of one of the village’s long-term tenants. I think that the general view would be that the current uses of those pieces of land rather stretches the meaning of the word “vacant”. Theoretically, within weeks of the adoption of the Plan, these two people could be given notice to quit the relevant areas of their occupancies. One man loses his garden, another quite possibly loses his livelihood – and Bryanston loses its very last business concern.

If my understanding about these pieces of land is correct I would plead for a Planning requirement that these people be given a minimum of a year’s notice prior to vacating the relevant areas.

In conclusion, thank you for considering these points.