

27th June 2012

The Planning Inspectorate
Room 4/05
Kite Wing
Temple Quay House
Bristol
BS1 6PN

Dear Sir

Comments regarding the Management Plan in relation to COM299

With reference to the dated management plan dated 22 June 2012 submitted in evidence by Woking Borough Council at the planning inquiry of 27 June 2012 accepts note the following comments on behalf of the Westfield Common Residents' Association ('WCRA').

A few point of clarification on the background to the making of the agreement:

1. Exhibit 13 minutes of Woking Executive of 16 Mar 2012, paragraph 3.1 explains that *"The primary reason for refusal made by the Inspector in her conclusion was that she considered 'in terms of nature conservation I am not satisfied on the balance of probabilities, that I can place weight on the intention to manage the replacement land in such a way that it would provide land of at least equal benefit to the release land....the Inspector has placed no weight on this Management Plan as 'the Guidance suggests that weight can only be given to pre-existing legally binding agreements'". This management plan is now referred to the minor management plan.*
2. Paragraph 3.4, states *"SWT require the management plan to cover the whole of Westfield common... They have made clear that they require the Management Plan to bring the whole of Westfield Common SNCI (24 hectares) into positive management"*.
3. Paragraph 3.6, states *"The agreement would be such that the proposed wider Management Plan would only be delivered if the application of the release of the common land is successful"*.
4. Paragraph 5.4, states *"There is a risk that the application for the release of common land is still refused. The legally binding agreement will be conditional upon a successful application and so the Council will then not be contractually bound to delivering the proposed wider Management Plan which would be conditional on a successful application"*.

Reading the detail of the signed-proposal we see these problems:

- a) One the contract is VOID pending an outcome that WBC & SWT have no control off. In the absence a positive decision by the planning inspectorate there is no contract.
- b) This agreement contains no management plan for the major works which are the material consideration, i.e. providing a management scheme for the entire common. The only major works described are consultancy services to produce at some unspecified time in the future a major management plan.
- c) Such a detailed management plan for the major works will not be delivered until as possibly as late as 18 months after an exchange is granted.
- d) We are concerned that the financial cost of delivering the major plan in not fully budgeted as indicated in section 8.4. What happens if more funds are required to delivery the major plan and these are not obtainable? Does this mean that the expected mitigation benefits of the management plan are not obtainable?

- e) There is more positive commitment to starting what is now called the minor works, which indicated by hatch marking on the Common plan shown between pages 3 & 4 of the agreement.
- f) In reference to the previous planning inspectorate one of the objection we made was that the management plan then only focused on an improvement on the immediate area and in particular Replacement Land South, would serve a greater benefit to the housing developer than to the neighbourhood / residents.
- g) It strikes us that the exchanged agreement confers a similar advantage as the works that are described as being actionable before the satisfaction date are focused on only this area which I note was WBC preferred area of focus in their negotiations with SWT.
- h) I also wish to state that I did wish to examine a WBC witness to understand if the award of this contract is subject to or has been subject of Woking's procurement management policies and public tendering procedures as is the requirement for publically funded organisations under EU. Unfortunately there is no-one giving evidence to address that question to.

We have tried to understand the value of the agreement in terms of its merits in terms of bringing the **whole of the common** into positive management and towards the goal of delivering an improved common in terms of biodiversity and other such matters. We find it impossible to evaluate on the basis of the commitments provided particularly in regards to the major plan.

We also have difficulty in evaluating if the major plan will mitigate against the wider proposed housing development, as this will undoubtedly expose the common and surrounding areas to a set of pressures that it doesn't face today.

In the interests of the neighbourhood and nature conservation some weight should be given to these last points.

This agreement is presumably the product of dialogue and negotiations between WBC and SWT and presumably WBC invited SWT to tender for the supply of the services. WBC has not been forced into the agreement by SWT. It is therefore not unreasonable to expect that a representative of WBC to be able to explain what they have asked for, what budget constraints they have set and what deliverables are required.

Finally, for the record, I wish to state that WCRA & SWT have a cordial working relationship and have jointly carried out a number of improvement activities on the Common.

I request that receipt of this objection is acknowledged.

Yours faithfully



Bill Corney, Chairman, Westfield Common Residents' Association