

THE PLAN FOR STAFFORD BOROUGH – EXAMINATION

STONE POLICY 1 – STONE TOWN

STATEMENT BY TRENT VISION TRUST

This Statement amplifies the representations made by Trent Vision Trust in relation to Stone Policy 1 – Stone Town and specifically that part of the Policy relating to Stone Town Centre. The Representor's concerns relate to the wording, and in particular the specificity, of clauses a. and b.

The Representor considers that, having regard to the status and function of the Plan, its role within the suite of development plan documents set out in the LDS and the plan period, the Policy contains inappropriate levels of detail, levels of detail that are either wholly unnecessary, or, are more appropriately contained in the forthcoming Site Allocations DPD (SA DPD. This level of detail prejudices and pre-emps full and proper consideration of site selection issues in the SA DPD and/or through the development management process and impart unnecessary inflexibility to the Plan. This goes to the soundness of the Plan. However, the Representor's concerns can be addressed and overcome by a relatively minor modification to the wording of the Policy.

The Representor supports the overall aims and objectives of the Policy. Nor does it object to the supporting text to the Policy at 8.13 and 8.14. Thus, paragraph 8.13 sets out the findings of the Retail Capacity Study (RCS) which forms part of the Plan's evidence base, including the levels of additional (convenience and comparison) floorspace indicated as being needed in the RCS. The Representors only caveat here would be that there perhaps ought to be a caveat that the RCS provided a snapshot of the situation including the projected floorspace needs of the Town *at the time it was undertaken* and that, as part of necessary ongoing/dynamic monitoring process over the life of the Plan, future studies (or a *review* of the RCS) might, in reflecting changing market conditions/parameters over that period, indicate different floorspace requirements. Having regard to the inevitability of such changes, whilst the *supporting text* may reflect the results of the RCS in terms of the quantity of additional floorspace predicted to be needed, the text of the Policy itself at Clause b. should be sufficiently flexible as to admit of changes to floorspace needs over the whole of

the plan period, without either necessitating change to the wording of the policy, or if no such change were made, the Policy acting as constraint/obstacle to needed and legitimate additions to floor space by the floorspace figures presently included being treated as a ceiling or target.

Similarly, the supporting text at Paragraph 8.14 appropriately reflects the current situation and the correct policy approach with regard to the *location* of new town centre development. This is a perfectly adequate level for detail for the Plan and at this stage. However, the Policy itself, unnecessarily and, the Representors says, prejudicially and pre-emptively, refers to *one* location where the identified need for such development should be accommodated.

The Inspector will be aware firstly, that redevelopment at Westbridge Park is locally controversial and that, amongst other things has led to specific representations on the submitted Plan and to this Examination that articulate significant local concerns about the redevelopment of that site. Secondly, it will be evident that alternative locations for needed town centre development are being canvassed, including by the Representor and it is possible that *other* locations that merit consideration may emerge in due course. The appropriate way to address and identify (an) appropriate site(s) is through the Site Allocations DPD and/or through the development management process.

In the meantime specific the identification of one only candidate site in Clause a. of the Policy is both unnecessary and inappropriate. It might, incidentally, also be considered to be self-serving bearing in mind the Westbridge Park site is owned by the Borough Council

Changes required to address the Representor's concerns:

Stone Town Centre clause a. Delete all text after 'environment', that is: "including provision of mixed use development at Westbridge Park", so that this clause would read:

- a. Encourage the development and expansion of the town centre to provide a vibrant place where people can meet, shop, eat and spend leisure time in a safe and pleasant environment;

Clause b: Either: insert "approximately" or "about" between '...for' and '1,400 square metres....' and between '.....and' and '2,300 square metres....' or: delete the specific levels of floorspace and replace with the words "appropriate levels", so that the clause would read either:

- b. provide for *approximately* 1,400 metres of new convenience (*primarily* food) and approximately 2,200 square metres of comparison (non-food) retailing in Stone Town Centre; or,
- b. Provide for an *appropriate level* of additional convenience and comparison floorspace over the Plan period.

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