Proposed Amendments Agreed Between the Council and the Forum

The following table sets out the results of a meeting between the Council and the Forum on 6 March 2020, to identify where agreement could be reached on a number of elements of the neighbourhood plan text. The table includes all the potential changes that were discussed at that meeting, but makes clear where agreement was not reached between the Forum and the Council. See the attached appendix for a tracked change version of the policy wording that incorporates agreed changes and the remaining Council proposals for changes as made in the Council's Regulation 16 consultation response.

Policy Section	**LBTH Comment/Suggestion (19/02)**	**Relevant/adapted elements of IoDNPF Response (02/03)**	**Meeting Agreement (06/03)**
General comment	Clarification sought from the Forum on why the QC advice note from the previous examination had been included in the submission.	Richard Harwood QC's written opinion obtained for the Quick Plan (but too late to be consulted on for that Plan) includes general points equally applicable to the Basic Plan, and has been consulted on for the current Basic Plan, as well as being included in its evidence base. See generally, and note in particular paras 6-14.	N/A
Throughout	Renumber paragraphs.	"Agreed, and easy to do once we stop making major changes to the Plan."	Both parties agree that this change should be made.
Policy D1, para 4.4.2.1	"...applicants for ~~Major and Strategic developments within the Area~~ **residential developments exceeding 1,100 habitable rooms per hectare in locations with a PTAL of 5 or less** are required to complete and submit an Infrastructure Impact Assessment..."	"Disagree. But if the examiner considers he has the right – and wants – to amend this, we would abide by his judgement." It's also noted that TfL still uses this measure, contrary to assertions by some respondents.	Agreement that the text in bold (the use of the 1,100 habitable rooms per hectare threshold) is acceptable to both parties if it is acceptable to the examiner. If the 1,100 rooms threshold is not acceptable to the examiner, there is no agreement on removing "Major Developments" (i.e. between 10 and 100 residential units) from the threshold.
Policy D1, new clause	"**Applicants are encouraged to engage at an**	"This is not apparently contentious,	Agreement that both parties are happy

	early stage on the potential infrastructure impacts of proposals, to better identify negative impacts and potential mitigation."	but these are meant to be our policies: not ones the Council wants us to include. See leading Counsel's advice, at para 13."	with this additional clause if it is acceptable to the examiner, but we recognise that it was not consulted on at Regulation 14 or 16, and we do not wish to add anything that would require further consultation.
Policy D1, para 4.4.2.2	"Where the Infrastructure Impact Assessment indicates that there is sufficient **planned and delivered** infrastructure capacity to support the proposed densities ~~(including the impact of cumulative development)~~, **the proposal**~~it~~ will be supported."	No. We can't rely on <u>planned</u> infrastructure, as it's often not delivered, or is substantially delayed, sometimes *sine die*. Indeed, LBTH stated in its Reg 14 response to the draft Plan: "It is acknowledged that in certain areas, like the Isle of Dogs, where growth has come forward at higher densities than anticipated in the trajectory, further consideration of infrastructure may be required." (see Plan, para 4.4.1.8). See also Thames Water's Reg 16 submission. For example, the GLA's OAPF and its Development Infrastructure Funding Study (DIFS), written in 2017 and published in 2018, spelt out what and when specific infrastructure was to be delivered in the Isle of Dogs and South Poplar. Except for consultation and some design work on the new South Dock bridge, we understand that <u>none</u> of this has been delivered.	Agreement that "it" should be changed to "the proposal" for clarity. Otherwise, no agreement.
Policy D1, para 4.4.2.3	"Where the Infrastructure Impact Assessment indicated that there is insufficient **planned and delivered**	See comment above. Also see TfL's reference to cumulative infrastructure requirements.	No agreement reached.

	infrastructure capacity to support the proposed densities ~~(including the impact of cumulative development)~~, then potential improvements to infrastructure capacity should be assessed and proposed**, taking into regard the CIL contribution that the development will make, and the requirement for planning obligations to be necessary, directly relevant, and reasonably related in scale and kind to the development** ~~as benefits offered to LBTH as part of the proposed development and/or as contributions towards local infrastructure, proportionate to the scale of the development.~~"		
Policy D1, para 4.4.2.4	LBTH made no proposals here. However, Transport for London proposed the following amendment, and the Forum asked for LBTH's opinion: "If the proposed development is contingent on the provision of new **or enhanced** infrastructure…"	"Happy with adding the words 'or enhanced'. And very pleasing to see they like the idea."	Agreement that both parties are happy with this amendment (proposed by TfL).
Policy D1, para 4.4.2.5	"~~Infrastructure impacts will be considered unacceptable w~~**W**here **infrastructure impacts**~~they result in negative impacts that~~ cannot be adequately mitigated **through CIL contributions and/or planning obligations, the scale of the development should be reconsidered to reflect the capacity of planned infrastructure and additional infrastructure that can be delivered by the development.**"	"Disagree, and note TfL's approval of considering cumulative development. It's a key aspect of our Plan. Also, if reducing the scale enables the proposed development to no longer 'result in negative impacts that cannot be adequately mitigated', then the policy as drafted would be satisfied. Reducing the scale may not be the only way to satisfy the policy criteria."	Agreement to revert to the original wording of "Infrastructure impacts will be considered unacceptable where they result in negative impacts that cannot be adequately mitigated". Agreement to not add LBTH's suggested wording from "the scale of development" onwards. No agreement on the words "through

			CIL contributions and/or planning obligations" – LBTH still thinks this should be added, the Forum disagrees, and notes their leading Counsel's written opinion.
Policy D1, supporting text, para 4.4.4.2	"The Infrastructure Baseline Analysis may be replaced by LBTH from time to time by a similarly **detailed**~~structured~~ analysis ~~that has been updated and enhanced (but is no less detailed) to be known as LBTH's Infrastructure Analysis~~"	"Disagree. The structure and visualisation of the output, as well as the detail, is key to the analysis for the planning committee to appreciate the issue."	No agreement reached.
Policy D2, para 4.4.5.1	"...shall specify how they conform to **paragraphs 1.3.51 and 1.3.52 of** the GLA's Housing SPG~~, and not only that they are of a high design quality~~..."	"Agreed, except retain the reference to their not only having to be of a high design quality."	Agreement reached to include the bold text referring to specific paragraphs, and to restore the struckthrough text. The forum note that this addresses several respondents' concerns (DP9 on behalf of Ashbourne Beech; Rolfe Judd on behalf of Ballymore and Tide Construction; Savills for Berkeley Group and Chalegrove; GLA; Quod on behalf of One Housing Group; Carney Sweeney on behalf of Robert Ogden Indescon Developments).
Policy ES1, paras 4.5.2.1.1 to 4.5.4.6	LBTH made significant wording changes here to clarify the mechanism by which the policy would be applied. For reasons of space, these are not repeated in full here.	"Agree to all their suggestions for the ES policy."	Agreement reached to incorporate all of LBTH's suggested changes. The forum note that this addresses several respondents' concerns (DP9 on behalf of Ashbourne Beech; Rolfe Judd on behalf of Ballymore and Tide Construction; Savills on behalf of Berekeley Group, Chalegrove, and Rockwell Property; Quod on behalf of

			One Housing Group; Carney Sweeney on behalf of Robert Ogden Indescon Developments).
Policy CC1, supporting text, para 4.6.4.1.1	"only be made after effective consultation with the affected local community **led by LBTH in line with the principles within LBTH's Statement of Community Involvement**~~, which consultation shall include at least a minuted discussion with all IoD local councillors whose ward includes the relevant site and/or whose electorate is likely to be affected by the proposed construction management changes, and who may at their discretion nominate a properly appointed proxy for this purpose~~; and"	"No. We need real consultation with the local community via our councillors. The current LBTH process is not sufficient, given the complexity, intrusiveness and amount of major development in our area by multiple developers."	Agreement to not include the bold text, and to restore the struckthrough text, with the following alteration: "which consultation shall include at least **a documented offer of** a minuted discussion…" The forum note that this addresses several respondents' concerns (DP9 on behalf of Ashbourne Beech; Rolfe Judd on behalf of Ballymore and Tide Construction; Savills on behalf of Berekeley Group, Chalegrove, and Rockwell Property).
Policy AQ1, paras 4.8.2.1 to 4.8.4.3	LBTH made a number of wording changes here to clarify the difference between climate change and air quality issues and to make the policy on flues less prescriptive. For reasons of space, they are not repeated in full here.	"Agree in principle, though note that the GLA accepts the policy as drafted."	No agreement reached – decision made to leave it to the examiner's decision as to whether the policy requires changes.
Policy RB1, para 4.10.3	"...any landlord or developer pursuing an Estate regeneration project which involves the demolition of social homes in the Area **will be expected to**~~must~~ apply for GLA **grant** ~~Estate regeneration~~ funding..."	"Retain 'must apply' as this is about maximising funding to maximise affordable housing."	Agreement to revert to "must apply". Agreement to change text to "GLA **capital** funding" for consistency with GLA terminology.
Policy RB1, new clause	"**Where GLA funding is not granted, estate regeneration projects that include the demolition of social homes will still be encouraged to hold a ballot of affected residents along the guidelines provided by**	"Agree to the alternative policy if GLA funding not granted, but refer to encouraging our ballot approach in the aspirations annex, not the GLA's, as our approach is the one	No agreement reached.

	the GLA for such ballots."	requested by the Isle of Dogs housing estates' residents' groups."	
Policy RB1, supporting text, para 4.10.5.1	"If so, an application to the GLA for such funding **is expected to**~~must~~ be made..."	See comments above under para 4.10.3	Agreement to revert to original text.
Annex	LBTH made significant suggestions for changes to the Annex, including significant deletions and revisions of the remaining text. This included a suggestion to remove references to the use of the s106 process. For reasons of space, they are not repeated in full here.	"Disagree. Our provisions were principally drafted and approved by the Isle of Dogs housing estate residents' groups, who believe they can be implemented effectively If the examiner determines that the 106 process can't be used for something that's not a statutory planning policy, then so be it."	No agreement reached on the vast majority of suggested changes. Agreement reached to remove references to the s106 process from throughout the Annex.

Proposed Agreements Put Forward by the Neighbourhood Forum

The table below sets out proposed changes put forward by the Forum. These changes are intended to address concerns raised by other Regulation 16 respondents, but have not been developed in agreement with the Council.

Policy Section	Regulation 16 Respondent	Proposed change	Reason
Glossary, para 1.1.35	Canal and River Trust	Proposed adjusted definition: "For the purposes of the Plan, an organisation whose ownership of land is based on a transfer from ~~another~~ **a** government organisation for nil or minimal value."	Proposed, to address CART's concern that the provision should not only apply to public bodies: rather to any organisation that has received public land for a nil or nominal value.
Policy D1, para 4.4.1.6	Savills on behalf of Berkeley Group	"The Evidence Base includes a summary table of developments in the Area approved by the LBTH Strategic Development Committee (or later by the Mayor of London or through a Planning Appeal) since the Forum was first set up in autumn 2014 , one example of which is set out below. It details for each development the size, density, height and any Infrastructure to be provided on site, including child play space**, not counting financial contributions by the developer though CIL or s106.** It shows that a number of developments did not provide any Infrastructure on site, but that others – especially more recent developments – have provided some Infrastructure"	Agreed amendments, to address Savills' response for Berkeley Group.

		And we should title the table “South Quay Plaza **1-3**”	