

M5 Junction 10 Improvements Scheme

List of matters not agreed where Statement of
Common Ground cannot be finalised (tracked)

TR010063 – APP 9.96

Rules 8 (k)

Planning Act 2008

Infrastructure Planning (Examination Procedure) Rules 2010

Volume 9

December~~November~~ 2024

Infrastructure Planning Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010

M5 Junction 10 Improvements Scheme Development Consent Order 202[x]

List of Matters not agreed where Statement of Common Ground could not be finalised

Rule Number:	Rule 8 (k)
Planning Inspectorate Scheme Reference	TR010063
Application Document Reference	TR010063/APP/9.96
Author:	M5 Junction 10 Improvements Scheme Project Team

Version	Date	Status of Version
Rev 0	November 2024	Deadline 10
<u>Rev 1</u>	<u>December 2024</u>	<u>Deadline 11</u>

Contents

Chapter	Page
1. Introduction	4
1.1. Purpose of document	4
Tables	
Table 1-1 – List of Parties entered into an SoCG with the Applicant	4
Table 1-2 – List of Matters not agreed	5

1. Introduction

1.1. Purpose of document

1.1.1. This document provides the updated List of Matters not agreed where a Statement of Common Ground (SoCG) cannot be finalised, ~~as requested by the Examining Authority (ExA) in the Examination Timetable to be submitted at Deadline 110.~~

1.1.2. The Applicant has prepared SoCGs with the following parties:

Table 1-1 – List of Parties who have entered into an SoCG with the Applicant

Party
Local Authorities (as defined under section 42 (1)(b) of the Planning Act 2008)
<ul style="list-style-type: none">The “Joint Councils” – comprising Gloucestershire County Council, Cheltenham Borough Council, and Tewkesbury Borough Council.
Prescribed Consultees (as defined under section 42 (1)(a) of the Planning Act 2008)
<ul style="list-style-type: none">National HighwaysEnvironment AgencyNatural EnglandHistoric England
Other Interested Parties
<ul style="list-style-type: none">North West Cheltenham (Elms Park) – Bloor Homes and Persimmon HomesSafeguarded Site adjacent to M5 Junction 10 – Bloor HomesWest Cheltenham (Golden Valley) – Midlands Land Portfolio Limited (“MLPL”) and HBD

1.1.3. Table 2.1 summarises the matters that not been agreed e.g. matters that are still under discussion, with the relevant Interested Parties at Deadline 110 and outlines the action to resolve the matter.

Table 1-2 – List of Matters not agreed

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
National Highways				
GENERAL COMMENT: The Applicant understands that National Highways have confirmed that on completion of a side agreement the below outstanding matters will be agreed between the parties and National Highways will therefore remove their comments in this regard. The parties are currently formalising arrangements for engrossment and execution as the side agreement currently <u>is</u> in an agreed form, and therefore the Applicant expects to provide an update on the below position by Deadline 11 <u>close of Examination</u> .				
1.1	Transfer of Benefits	National Highways have concerns regarding the transfer of benefits in Article 10 and request that a bespoke provision is included to the effect that where any transfer to a third party would impact the SRN, the strategic highway authority is consulted and SoS consent needed to transfer benefit to NH.	The Applicant does not understand the need for a restriction on the transfer of rights to statutory undertakers as specified by and pursuant to the dDCO and consider NH are sufficiently protected. However, NH have suggested covenants as a way of resolving this issue. This is being considered by the Applicant.	This is being discussed as part of the side agreement and if agreed, matter will be resolved.
1.2	Article 10	National Highways request further information from Gloucestershire County Council regarding the consent to benefit transfer of the order will occur noting that National Highways are a consultee as per the requirements. National Highways further requests clarification by Gloucestershire County Council on the proposal mechanism to agree assets to be handed over to National Highways upon scheme completion to ensure that these are within the operational capacity of National Highways South West Operations Directorate.	The Applicant does not understand the need for a restriction on the transfer of rights to statutory undertakers as specified by and pursuant to the dDCO and consider NH are sufficiently protected. However, NH have suggested covenants as a way of resolving this issue.	The Applicant considers that Article 13 (together with Article 14) identifies the assets which NH will be taking on. The PPs also protect NH though the certification process.
1.3	Article 13	National Highways request that the effect of article 13 is detailed by Gloucestershire County Council in relation to assets intended	The Applicant considers that Article 13 (together with Article 14) identifies the assets which NH will be taking on. The	The Applicant considers that Article 13 (together with Article 14) identifies the assets which NH will be taking on. The

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
		<p>to be handed over to National Highways.</p> <p>National Highways request that paragraph 7 should apply to the strategic highway authority as well as the undertaker.</p>	<p>PPs also protect NH though the certification process.</p> <p>Under Art 13 construction, alterations and diversions to the M5, as a trunk road, must be completed to NH's reasonable satisfaction. NH must maintain those alterations including any culverts or structures laid under it unless it is otherwise agreed in writing with NH. Therefore, in the absence of agreement, the assets which NH will be liable to maintain would be those which fall within the boundaries of the trunk road.</p> <p>This will be obvious in relation to most of the works and Art 14 makes the position clear.</p> <p>Art 14 states that the roads in Sch 3, Part 1 are to be special roads (trunk roads) and when GCC notify NH that they are complete and open to the public NH becomes the strategic highway for those roads (and therefore are liable for maintenance). Sch 3, Part 1 is prescriptive in respect of the length of the roads to be special roads and cross refers to the classification of roads plans.</p>	<p>PPs also protect NH though the certification process.</p> <p>Under Art 13 construction, alterations and diversions to the M5, as a trunk road, must be completed to NH's reasonable satisfaction. NH must maintain those alterations including any culverts or structures laid under it unless it is otherwise agreed in writing with NH. Therefore, in the absence of agreement, the assets which NH will be liable to maintain would be those which fall within the boundaries of the trunk road.</p> <p>This will be obvious in relation to most of the works and Art 14 makes the position clear.</p> <p>Art 14 states that the roads in Sch 3, Part 1 are to be special roads (trunk roads) and when GCC notify NH that they are complete and open to the public NH becomes the strategic highway authority for those roads (and therefore are liable for maintenance). Sch 3, Part 1 is prescriptive in respect of the length of the roads to be special roads and cross refers to the classification of roads plans.</p> <p>Given these Articles and the PPs, this should be sufficient to define the assets which NH will be taking on (the PPs prescribe a process for the construction,</p>

SoCG ref	Issue	Interested Party Position at Deadline 11 0	Applicant Position at Deadline 11 0	What is required to resolve this matter?
				adoption and maintenance of the specified works).
1.4	Protective Provisions	National Highways object to the Protective Provisions in the draft Development Consent Order and believe this leaves both National Highways and the Strategic Road Network exposed to risk. National Highways confirm that these are still to be agreed with Gloucestershire County Council and will continue discussing this with the Applicant.	Protective provisions are being discussed with NH with the aim of an agreed form being submitted to the ExA. Notwithstanding discussions on the PPs and side agreement continue, a revised set of PPs have been submitted at Deadline 5 which reflect discussions to date and which seek to address concerns raised by NH.	Agreement of revised PPs
1.5	Deemed Consent	National Highways requests that the deemed consent provisions in the draft DCO (for example, article 11, 15, 18 and 20) are altered to a deemed refusal, and ask that a provision be included requiring Gloucestershire County Council to follow the Road Space Booking process.	It is considered that the deemed consent provisions should remain. To replace with deemed refusal means that if NH fail to respond the scheme cannot proceed which is unreasonable. The revised PPs include deemed consent provisions which are considered reasonable and protect both the Applicant and NH (PP 25(7)).	This is being discussed as part of the side agreement and if agreed, matter will be resolved.
1.6	Article 30	National Highways request that, in respect of Article 13, any airspace or subsoil over or under the SRN is not to be used without consent from National Highways.	The revised PPs, as submitted at D5, should resolve this issue given the provisions in relation to design and construction.	This is being discussed as part of the side agreement and if agreed, matter will be resolved.
6.1	Funding Security	National Highways have concerns about the significant reliance on unsecured developer contributions, as previously raised to Gloucestershire County Council, due to no guarantee that any or all of the identified	Discussions continue between the Applicant and National Highways.	This is being discussed as part of the side agreement and if agreed, matter will be resolved.

SoCG ref	Issue	Interested Party Position at Deadline 11 0	Applicant Position at Deadline 11 0	What is required to resolve this matter?
		<p>developments will come forward within the timescales when funding is required and with the necessary level of financial contributions secured.</p> <p>National Highways require funding security before the start of construction activities due to the risk of beginning construction without the full funding package in place.</p>		
6.2	Cash Surety	<p>National Highways request that discussions continue regarding cash surety for pre and post Notice to Proceed to ensure that any delays or unforeseen risks do not affect the construction and operation of the Strategic Road Network.</p> <p>National Highways requests sight of commercial documentation to ensure affordability of completion of all aspects of the scheme impacting on the SRN)</p>	Discussions continue between the Applicant and National Highways.	This is being discussed as part of the side agreement and if agreed, matter will be resolved.
6.3	Notice to Proceed	National Highways request that the Notice to Proceed decision is captured in a legal agreement with Gloucestershire County Council to ensure that construction does not start on the Strategic Road Network without funding secured.	<p>Discussions continue between Applicant and National Highways.</p> <p>The protective provisions can be amended to incorporate a suitable notice to proceed process if agreement is not reached.</p>	The protective provisions can be amended to incorporate a suitable notice to proceed process if agreement is not reached.
6.5	Collateral warranties	National Highways request that a copy of the contract with Galliford Try, copies of the professional appointments in place with consultants engaged in relation to the works, confirmation of the levels of professional indemnity insurance each warrantor will be	Discussions continue between the Applicant and National Highways.	This is being discussed as part of the side agreement and if agreed, matter will be resolved

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
		obliged to maintain and evidence from their broker of said insurance and any technical appendices are provided to be able to agree and approve any collateral warranty agreements.		
8.1	Liabilities	National Highways request that a maintenance plan is provided and agreed for all assets, including but not limited to structures, flood storage areas, attenuation basins and embankment, in event of an issue affecting SRN.	This is being discussed as part of the side agreement.	This is being discussed as part of the side agreement and if agreed, matter will be resolved
Joint Councils				
21.1	Funding Methodology	The Joint Councils are in active engagement with the Applicant in respect of developer contributions. CBC and TBC made joint responses on the M5 J10 proposed S106 methodology on 19th October 2023 and 18th December 2023. A further meeting was held between the Joint Councils and the Applicant on 12th June 2024 and a revised methodology is anticipated by the end of June. The methodology is needed to support and help justify that any contribution sought; Meets the S106 tests, and Meets the severity tests. Key to the representations submitted to the Applicant on this matter by the Joint Councils is viability, taking full account of the whole demands for S106/CIL arising from	The Applicant acknowledges that the funding methodology for developer contributions is yet to be agreed. This will continue to be discussed among relevant interested parties.	Discussions will continue between the Applicant and Joint Councils regarding the funding methodology with the view that this matter will be resolved.

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
		<p>development, not just those subject to Joint Core Strategy policy INF7. As the determining local planning authorities, Cheltenham and Tewkesbury will need to ensure that the developer contribution package negotiated appropriately mitigates across developments as a whole to enable sustainable and vibrant communities.</p> <p>The Joint Councils will await to review the revised methodology once received from the Applicant.</p>		
21.2	Funding	<p>The Joint Councils reiterate their support for the purpose of the Order and concur with the Applicant that works enabled by the Order will assist to unlock the development of additional housing in the Strategic Site Allocations and Safeguarded Land. Our position remains as set out in the JC's Planning Statements submitted to the ExA at Deadline 4 [REP4-048b] and attached for ease of reference. In summary, the main points from the JC's Planning Statement and comments on the Applicant's Updated Funding Statement [REP6-005] and the Funding Technical Note [REP4-043] are that:</p> <p>1. The three tests in Regulation 122[2] of the Community Infrastructure Levy [CIL] Regulations 2010 are solely for the LPA to determine. This determination includes whether or not the LPA are satisfied and whether it would be appropriate for a</p>	<p>See Applicant position below.</p> <p>The Applicant agrees to this statement.</p>	<p>Joint Councils to confirm this can be moved to matters agreed.</p>

SoCG ref	Issue	Interested Party Position at Deadline 11 0	Applicant Position at Deadline 11 0	What is required to resolve this matter?
		contribution to be made, after taking account other requirements, representations from the various consultees including GCC as Local Highway Authority, and any impact on the viability of the Scheme.		
		2. CIL Funding determinations are a decision for the CIL Joint Committee in keeping with the CIL Regulations and the CIL Prioritisation Framework.	The Applicant agrees to this statement.	Joint Councils to confirm this can be moved to matters agreed.
		3. The JC's do not intend to bring forward a Supplementary Planning Document [SPD] in respect of the relevant sites, as they are presently progressing a joint Strategic Local Plan [SLP], this would be a more robust approach to future financial obligations relating to the points picked up in the funding statement.	The Applicant agrees to this statement.	Joint Councils to confirm this can be moved to matters agreed.
		4. The JC's cannot at this time confirm the financial value of S106 or CIL.	The Applicant is in agreement that the quantum of s106 or CIL contributions towards the Scheme is unable to be determined at this time and would be subject to the individual planning application processes and determination by the relevant LPAs and/or CIL Charging Authorities.	Joint Councils to confirm this can be moved to matters agreed.
		5. The JC's do not consider s106 contributions would meet the Reg.122 tests in a retrospective situation	The Applicant is in agreement that s106 contributions <u>towards the Scheme</u> would be unlikely to meet the Reg.122 tests in a retrospective situation (post Scheme completion) and in any event would be	Joint Councils to confirm this can be moved to matters agreed.

SoCG ref	Issue	Interested Party Position at Deadline 11 0	Applicant Position at Deadline 11 0	What is required to resolve this matter?
			subject to determination by the relevant LPA.	
Historic England – no outstanding matters not agreed				
Natural England – no outstanding matters not agreed				
Environment Agency – no outstanding matters not agreed				
West Cheltenham				
2.1	Site Specifics – Link Road	<p>SM&MLPL note that this document provides a high level response to the interested parties associated with the Strategic Allocations and the Safeguarded Land.</p> <p>The response sets out that the initial modelling that set the need for the Scheme, as proposed, was based on the link road within Golden Valley (GV) allocation being open i.e. no bus gate and concluded that a dualled link road between the A4019 and Old Gloucester Road would be required. Since then, a bus gate has been introduced and southbound traffic on the M5 which was travelling to the southern parcel of GV and which could have come off at J10 via the West Link Road is now required to use J11. The need for the West Link Road has never been tested for this scenario (i.e. it has never been justified that M5 J10 + A4019 improvements only are not sufficient with the bus gate in-situ).</p>	The Do Something 6a scenario considered access to the south of the site via M5 Junction 11 and the A40 resulting in significant delays including issues with the M5 mainline. Converting junction 10 to an 'All movements' junction and providing access from the A4019 to the West of Cheltenham via a new distributor link road significantly reduces the impact of the site on the local network. In view of the above the Applicant would highlight that the quantum of development proposed by the Golden Valley SPD exceeds that assessed by DS6a Scenario. When considering a 'no link road' world it is highly likely that the issues identified in DS6a would continue to occur.	This is a matter of continued disagreement between the interested party and the Applicant and is unlikely to be resolved.
2.6	Drainage And flood risk	The existing land drainage ditch along Old Gloucester Road is to be diverted as part of the Scheme. SM&MLPL understand from our	The existing roadside ditch is being realigned to sit alongside the widened highway. Swales, with check dams to	The Applicant is awaiting confirmation from the IP that this is still a matter outstanding or whether this has now been

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
		<p>discussions that the Applicant team will provide details illustrating location, levels and capacity, as well as any proposed drainage outfalls into it (and whether they are attenuated prior to discharge).</p> <p>The existing watercourse alongside the triangle land to the west, and the new culvert beneath Old Gloucester Road, need to maintain their existing flood conveyance and storage capacity and therefore requires protection/diversion within the Scheme. SM&MLPL understand from our discussions that the Applicant team will share the hydraulic modelling outputs with the SM&MLPL to demonstrate this.</p>	<p>attenuate the flow, will collect highway runoff. These will drain into the realigned ditch which in turn drains into the ordinary watercourses in this area. The swales and ditch realignment are to be sized at the detailed design stage.</p> <p>Until these details are determined at detailed design the Applicant is not in a position to confirm on final alignments and capacity.</p> <p>ICM flood modelling of the ordinary watercourse has been undertaken building on the work of SM&MLPL. It has been demonstrated to SM&MLPL through the modelling that the proposed culverting arrangement, moving from a single small irregular crossing to 3nr 2.1m wide 0.5m high openings does not increase flood risk to the south and in fact marginally increases conveyance during smaller floods. This is documented in the Flood risk Impacts technical note [AS-049].</p> <p>The flood modelling of this has been reviewed by the LLFA and the Environment Agency. The model was shared with SM&MLPL on 23 September 2022. No further changes have been made.</p>	<p>resolved.</p>
3.7	Viability CIL Charging	<p>The viability challenges are reflected in the adopted CIL Charging Schedule, prepared by the Joint Authorities to support the JCS. This</p>	<p>The Applicant acknowledges that any s106 contributions sought towards the Scheme would need to be CIL compliant. Whilst it is</p>	<p>The Applicant is awaiting confirmation from the IP that this is still a matter outstanding or whether this has now been</p>

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
		only has charges for residential development. It does not charge for commercial development, presumably because the viability work underpinning the Charging Schedule found that commercial development couldn't support CIL never mind significant J10 costs.	the Applicant's position that the proposed s106 contributions would be compliant with the tests in Reg.122[2] of the CIL Regulations 2010 it is accepted that these are for the LPA to determine when considering any individual planning application. This determination includes whether or not the LPA is satisfied it would be appropriate for a contribution to be made, after taking account other requirements, representations from the various consultees, including the local highway authority, and any impact on the viability of the Scheme.	resolved.
3.8	Funding Gap	We remain of the view that a significant part of the Southern Parcel (if not the entire Southern Parcel) can come forward in advance of the DCO scheme either within the baseline deadweight capacity, or in addition to the baseline where local mitigation as required is provided.	The Applicant acknowledges the position of HBD and that the recommended apportionment of any deadweight capacity recommended by the local highway authority will be for the relevant local planning authorities to determine outside of the DCO process.	The Applicant is awaiting confirmation from the IP that this is still a matter outstanding or whether this has now been resolved.
North West Cheltenham				
1.1	Scheme Dependence	Bloor Homes and Persimmon Homes, collectively the 'IP', remain of the view that there is no policy basis to differentiate the dependence of Strategic Allocation A4, North West Cheltenham from the other SAs or the wider growth allocated in the JCS. The IP does not agree that there is direct dependence on the DCO scheme by SA A4	The Applicant's position regarding the need for the Scheme remains as has been set out in its Need for the Scheme Technical Note submitted at Deadline 4 (REP4-042). This establishes the need for the Scheme as a result of the cumulative impacts associated with the Strategic Allocations, including those as a result of the North	The Applicant acknowledges the fact that the ultimate determination of the reliance of the Safeguarded Land development on the Scheme rests with the determining authorities through the planning application or local processes.

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
		beyond a dependence as part of the wider planned for JCS growth, noting that SA A7 is the only SA directly linked to the DCO scheme in the JCS.	West Cheltenham development.	
1.2	Policy Compliance	<p>The Applicant states that the Scheme will provide enough capacity to absorb traffic from A4, A7 and the potential safeguarded land / future development sites "and what is considered reasonable future identifiable needs" but it is unclear what future need the Scheme is seeking to facilitate. The IPs believe it is not justifiable for allocated sites to bear the burden of the costs of delivering a scheme which will serve future development or growth within wider Gloucestershire.</p> <p>The IPs note that the Applicant seeks to rely on the capacity study published as part of the Golden Valley SPD and states that the SPD is a material consideration in the examination of the DCO application as it supplements the information that informed the JCS at the time of its adoption. However, the SPD has never been independently tested or examined, and this should be reflected in the weight given to it. In addition, the SPD states that the upgrade to M5 Junction 10 will merely "support" the JCS allocations at North West and West Cheltenham suggesting that there is no direct link between the Scheme and those allocations.</p> <p>The need for the Scheme to mitigate the</p>	<p>The Applicant's position regarding the need for the Scheme remains as has been set out in its Need for the Scheme Technical Note submitted at Deadline 4 (REP4-042). This establishes the need for the Scheme as a result of the cumulative impacts associated with the Strategic Allocations, including those as a result of the North West Cheltenham development.</p>	<p>The Applicant acknowledges the fact that the ultimate determination of the reliance of the Safeguarded Land development on the Scheme rests with the determining authorities through the planning application or local processes.</p>

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
		<p>transport related effects of North West Cheltenham (A4) should be determined through means of a planning application and associated transport effects. A planning application should be determined against the relevant national and local planning policies. The DCO application is decided upon a different policy framework and the considerations about need cannot be applied to individual planning applications.</p> <p>The IP does not agree that there is direct dependence on the DCO scheme by SA A4 beyond a dependence as part of the wider planned for JCS growth, noting that SA A7 is the only SA directly linked to the DCO scheme in the JCS.</p>		
1.3	Elms Park Dependence	<p>The Applicant indicates that the Scheme is the starting point to development identified in the JCS as key infrastructure requirement. This is incorrect as far as Elms Park is concerned as evident from the stages of the JCS. The Applicant's case is that no development can occur without the Scheme.</p> <p>The IPs have evidenced the contrary in the documents submitted with the Elms Park Application, which provides mitigation and sustainable transport improvement on the local network. The additional highway modelling undertaken by PJA and submitted to National Highways demonstrates alternative mitigation could be delivered on the Strategic Road</p>	<p>The Applicant's position regarding the need for the Scheme remains as has been set out in its Need for the Scheme Technical Note submitted at Deadline 4 (REP4-042). This establishes the need for the Scheme as a result of the cumulative impacts associated with the Strategic Allocations, including those as a result of the North West Cheltenham development.</p>	<p>The Applicant acknowledges the fact that the ultimate determination of the reliance of the Safeguarded Land development on the Scheme rests with the determining authorities through the planning application or local processes.</p>

SoCG ref	Issue	Interested Party Position at Deadline 11 0	Applicant Position at Deadline 11 0	What is required to resolve this matter?
		<p>Network.</p> <p>The IPs, remain of the view that there is no policy basis to differentiate the dependence of Strategic Allocation A4, North West Cheltenham from the other SAs or the wider growth allocated in the JCS.</p>		
1.4	Elms Park Alternatives	<p>The IPs note that the recent modelling undertaken by National Highways supports its assertion that the A4 is not directly dependent on the DCO scheme and that it is the additional unplanned for growth at A7 introduced through the Golden Valley SPD that is the direct cause of potential severe impacts on the LRN and SRN</p>	<p>It remains the Applicant's position that the local highway authority is of the opinion that A4 is directly dependent on the DCO Scheme, this is reflected in their GC3M modelling.</p>	<p>This is a matter of continued disagreement between the interested party and the Applicant and is unlikely to be resolved.</p>
2.1	Allocation reliance on Scheme	<p>The Applicant states that funding is no impediment to the delivery of the Scheme or the payment of compensation to the persons affected by the DCO. The Scheme suggests that the developments in the JCS are reliant on its implementation. This is incorrect as only West Cheltenham is dependent on the Link Road.</p> <p>The IPs do not agree with the funding methodology due to the basis of the dependent developments and the apportionment of costs. The IPs are unlikely to be in a position to agree the methodology during the Examination.</p>	<p>The Applicant has been working with developers since 2023 to determine a methodology for allocating funding contributions. That consultation closed in May 2024 and a meeting was held on 18th July 2024 to take matters forward. The Applicant has been liaising with the respondent and hopes to agree a funding methodology.</p>	<p>The Applicant notes the IPs position and will continue to work with all parties to find an acceptable resolution.</p>
2.2	Section 106	<p>The Applicant's funding comprises of the Housing Infrastructure Fund (HIF) which, as</p>	<p>The Applicant agrees that the £20m funding contribution proposed by Bloor</p>	<p>The Applicant will continue to work with all parties to find an acceptable</p>

SoCG ref	Issue	Interested Party Position at Deadline 11 0	Applicant Position at Deadline 11 0	What is required to resolve this matter?
		<p>stated in the Funding Statement, amounts to £212.071 million and financial contributions from the developers of what are termed the 'dependent developments'.</p> <p>These contributions will be sought via the Section 106 agreement which imposes planning obligations on the developers. However, these obligations are only justifiable where they meet the tests of the Community Levy Regulations 2010 (Regulation 122).</p> <p>The IPs do not agree with the funding methodology due to the basis of the dependent developments and the apportionment of costs. The IPs are unlikely to be in a position to agree the methodology during the Examination.</p> <p>Notwithstanding, the lack of agreement on the funding methodology, the IPs have without prejudice made a commitment to providing a £20m contribution to the funding shortfall, subject to a number of conditions being met.</p>	<p>Homes and Persimmon Homes in their letter of 07/10/2024 is a proportionate contribution for the Elms Park development in line with the funding apportionment methodology, subject to the attached conditions being met.</p>	<p>resolution.</p>
3.1	Scheme Overlap	<p>There is an overlap in the proposed highway works in connection with the Elms Park Application and the authorised development comprising the Scheme. However, the difference is that the Scheme only envisages the widening of Tewkesbury Road rather than access and egress to Elms Park.</p> <p>The IPs agree with the Applicant's stated position in relation to the Parameter Plans and</p>	<p>The Applicant's understanding of how the overlap between the two planning applications will operate is that the Elms Park planning application is defined by flexible parameter plans accompanied by more detailed access drawings. Therefore, although the Scheme conflicts with the detailed access drawings, it does not conflict with the parameter plans – which is</p>	<p>The Applicant is committed to ongoing discussions at detailed design stage where varying options for access into the transport hub can be considered within the limits of deviation of the DCO.</p>

SoCG ref	Issue	Interested Party Position at Deadline 11 0	Applicant Position at Deadline 11 0	What is required to resolve this matter?
		<p>draft conditions.</p> <p>The IPs would welcome a commitment from the Applicant to move the access to the Transport Hub to resolve this issue.</p>	<p>agreed with the local planning authorities and local highway authorities. In the event that Elms Park and the Scheme are permitted and implemented, it is envisaged that the Scheme works on Tewkesbury Road, including the main accesses to Elms Park, would supersede the Elms Park access drawings – this is envisaged in the draft conditions for Elms Park which are under currently discussion.</p> <p>The Applicant notes the request to move the access to the Transport Hub. It should be noted that the existing access location was developed in consultation with the developer in advance of submission of the DCO application. The Applicant would welcome further discussion on the merits of the proposed location</p>	
Safeguarded Land				
1.1	Scheme Dependence	<p>Bloor Homes the 'IP', remains of the view that there is no policy basis to attribute the dependence of the Safeguarded Land from the SAs or the wider growth allocated in the JCS. The IP does not agree that there is direct dependence on the DCO scheme by the Safeguarded Land as it does not form part of the wider planned for JCS growth, noting that SA A7 is the only SA directly linked to the DCO scheme in the JCS.</p>	<p>The Applicant's position regarding the need for the Scheme remains as has been set out in its Need for the Scheme Technical Note submitted at Deadline 4 (REP4-042). This establishes the need for the Scheme as a result of the cumulative impacts associated with the Strategic Allocations</p> <p>It remains the Applicants position that the local highway authority is of the opinion that, should it come forward, the Safeguarded Land development would also</p>	<p>The Applicant acknowledges the fact that the ultimate determination of the reliance of the Safeguarded Land development on the Scheme rests with the determining authorities through the planning application or local processes.</p>

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
			be directly dependent on the DCO Scheme. This is reflected in their GC3M modelling which demonstrates the limitations of the local road network in a 'no DCO scheme world' that limit the quantum of development that might come forward in such a circumstance.	
1.2	Scheme Design – A4019 junction	<p>In the proposal, the northern arm of the A4019 junction provides for only a short section of single carriageway road before meeting a junction with several farm tracks leading off to the north-west and south-east. The farm tracks combine three separate accesses onto Tewkesbury Road into a single shared access.</p> <p>As such, the works effectively does not provide access into the Safeguarded Land as it is stated in their objectives.</p> <p>Subject to the formal agreement by GCC of with and without DCO scheme secondary accesses, or GCC Estates department entering into a Landowner Collaboration Agreement, then the issue of access to the Safeguarded Land will be resolved.</p>	<p>Whilst the Applicant notes the IPs position it should be noted that any agreement of GCC as local highway authority would be a matter for the Joint Councils and that any collaboration agreement would be a matter for GCC AMPS.</p> <p>As such the Applicant is unable to offer the assurances sought.</p>	<p>Any agreement of GCC as local highway authority would be a matter for the Joint Councils and any collaboration agreement would be a matter for GCC AMPS.</p> <p>The adequacy and acceptability of any future access into the Safeguarded Land would be subject to the development management process, something which the Applicant and / or the Local Highway Authority would be unable to pre-determine.</p>
2.2	Access	The northern arm of the A4019 junction only provides for field access and the informal Traveller site. The Safeguarded Land abuts Tewksbury Road and benefits from a long frontage providing plenty of scope for an access to be constructed. If the Scheme comes forward, it will not only fail to facilitate	In relation to how the Scheme enables the Safeguarded site to come forward it should be noted that whilst the Scheme is unable to predetermine the outcome of any planning process by providing an access it does provide capacity within the local and strategic road network that would allow for	<p>Any agreement of GCC as local highway authority would be a matter for the Joint Councils and any collaboration agreement would be a matter for GCC AMPS.</p> <p>The adequacy and acceptability of any future access into the Safeguarded Land</p>

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
		<p>development of the land but also compromises the ability of the developer to build a suitable access.</p> <p>Bloor Homes believe that the Applicant should be required to amend its application to either:</p> <p>a) Redesign the northern arm of the A4109 junction as to provide the necessary access to the Safeguarded land, providing public highway up to the existing legal ownership; or</p> <p>b) Make a commitment that it will not impede future development of the Safeguarded Land.</p> <p>Subject to the formal agreement by GCC of with and without DCO scheme secondary accesses, or GCC Estates department entering into a Landowner Collaboration Agreement, then the issue of access to the Safeguarded Land will be resolved.</p>	<p>the Safeguarded land, or other future development proposal in proximity of the junction, to come forward without the need to further improve the road network capacity themselves.</p> <p>The Applicant has set out a response outlining the detail of the proposed replacements for the existing accesses A-G in response to REP4-043.</p> <p>Whilst the Applicant notes the IPs position it should be noted that any agreement of GCC as local highway authority would be a matter for the Joint Councils and that any collaboration agreement would be a matter for GCC AMPS. As such the Applicant is unable to offer the assurances sought.</p>	would be subject to the development management process, something which the Applicant and / or the Local Highway Authority would be unable to pre-determine.
2.3	Safety and suitability of existing Farm Access	<p>This matter is to be resolved with existing farming landowner not with Bloor Homes.</p> <p>The IP understands that the landowner maintains that the tracked turns into the access track will cause conflicts for passing farm machinery and there is a lack of clarity from the Application over who will own, control, maintain and approve future changes to the access if needed.</p>	<p>The Applicants position remains as set out in the response outlining the detail of the proposed replacements for the existing accesses A-G in response to REP4-043.</p> <p>The Applicant considers that the proposed design does not cause operational or safety issues that would require access via a north-south route.</p>	The Applicant will continue to work with all parties to find an acceptable resolution.
3.1	Funding	As noted in the correspondence dated 30/07/24 and 07/10/24, the IP does not agree	The Applicant notes the IPs position and will continue to work with all parties to find	The Applicant will continue to work with all parties to find an acceptable

SoCG ref	Issue	Interested Party Position at Deadline 110	Applicant Position at Deadline 110	What is required to resolve this matter?
	methodology	<p>to the Funding Methodology, but subject to conditions and without prejudice, does agree with the emerging Funding Strategy.</p> <p>The IP has confirmed that subject to the achievement of an outline planning permission, and the conditions relating to either Landowner Agreement or secondary access being met, then proportionate financial contributions to the shortfall funding are agreed in principle.</p>	an acceptable resolution.	resolution.
3.2	Compulsory Acquisition	<p>The 'Guidance related to procedures for the compulsory acquisition of land' (DCLG September 2013) provides that an applicant must demonstrate how its scheme will be funded and how any funding shortfalls will be addressed (paragraph 17). The timing of the availability of funding is also a relevant factor (paragraph 18). The Applicant has failed to satisfy these requirements.</p> <p>The uncertainty as to the funding for the Scheme (including that no reliance can be placed on the Applicant receiving a developer contribution from North West Cheltenham (A4) and the Safeguarded Land) will need to be taken into account by the Examining Authority in determining whether there is a compelling case in the public interest for the compulsory acquisition of land to enable the Scheme to proceed.</p>	The Applicant considers that its indication for how the shortfall in funding is to be met is sufficiently set out in its Funding Technical Note (REP4-043) to meet the tests required of it under guidance and which would be relevant to the Examining Authority in determining whether there is a compelling case in the public interest for the compulsory acquisition of land.	The IP and Applicant agree that this matter is for the ExA to determine.



AtkinsRéalis

5th Floor, Block 5
Shire Hall
Bearland
Gloucester
GL1 2TH

Tel: +44 (0) 8000 514 514