

Planning Act 2008 – Section 88

and

The Infrastructure Planning (Examination Procedure) Rules 2010 –
Rule 6

**Application by Four Ashes Limited for the West Midlands
Interchange Strategic Rail Freight Interchange.**

Issue Specific hearing on 28 February 2019

Draft DCO Schedule

**Post–Hearing Submissions and written submissions of oral
case**

Subject of this Submission: Document 7.7C

Updated Draft Development Consent Obligation dated 11 February 2019 -
Eversheds Sutherland

**Also, since the Opening of the Examination and the Issue
Specific Hearing of the 28 February the Examining Authority
has published The Examining Authority’s written questions
and requests for information (ExQ1) (Issued on 4 March 2019)
Paragraph 1.17.1 – second paragraph**

Schedule1 - Covenants with the District Council

1. Rail Infrastructure

Inspectorate reference for this DCO TR050005

Inspectorate reference for this representee: 20015574

Campaign to Protect Rural England (Staffordshire Branch)

What is CPRE (Campaign to Protect Rural England)?

Established in 1926, Campaign to Protect Rural England is a charity that exists to promote the beauty, diversity and tranquillity of rural England.

CPRE Nationally

We value the English countryside for its beauty, diversity and tranquillity. We want a countryside that is used and valued by everyone, and where people are in tune with the environment and aware of their impact on it.

CPRE Locally

CPRE operates through a Committee in each County in England. This and other representations on the DCO are made by CPRE (Staffordshire)

CPRE on Planning

Good land-use planning is the unsung hero of environmental protection. Good planning can help slow the growth in road traffic, encourage urban regeneration, curb urban sprawl, protect the beauty and tranquillity of the countryside and safeguard wildlife habitats.

Countryside

We believe a beautiful, thriving countryside is important for everyone, no matter where they live. Millions of town and city dwellers recharge their batteries with a walk or a bike ride in the local Green Belt, spend weekends and holidays in our National Parks, or enjoy fresh local produce. People who live in rural areas keep our countryside beautiful and productive.

The countryside is unique, essential, precious and finite – and it's in danger. Every year, a little more is lost forever to urban sprawl, new roads, housing and other developments. Rural shops and services are closing, and increasingly intensive farming is changing the character of the countryside. Climate change, too, will have serious impacts on the rural environment.

From our standpoint, we would therefore wish to bring a number of issues to the attention of the Examining Authority. These are explained in more detail below:

Campaign to Protect Rural England (Staffordshire Branch)

We have several concerns:-

1. As Network Rail has ownership and control of the relevant land we would have expected a clear written indication of their agreement to the proposed works - yet this seems to us to be unclear from the Memorandum of Understanding (Document 8.1 dated 1 November 2018). For example on page 4 the fourth paragraph says that "... agreements are in the course of being discussed...". A judicious reading of the Memorandum of Understanding for WMSRFI (e.g. Para 3.4) reveals a significant number of outstanding issues and we would ask that Network Rail be required to attend the Examination to give an clarification of the issues and an unambiguous explanation of their position.
2. We are very aware that without binding agreements with and obligations to and from Network Rail there is no way of precluding the distinct possibility that the development would progress without the RFI and that, as at present worded in the draft obligation, the promoters would be able to progress the remainder of the scheme by relying on Paragraph 1.3 of Schedule 1 and claiming that Network Rail is 'outside their control' – as it clearly is. This would make it unreasonable for the District Council to withhold agreement to the abandonment of the requirements of 1.1 and 1.2. (In the light of reported experience elsewhere we think that this is a real possibility.)
3. We would therefore ask that a clause be inserted in the agreement to require that no works on the site are to be commenced until a full agreement with Network Rail has been published and agreed by all parties to the Development Consent Order.
4. We consider that the obligation/agreement should include both a clear commencement date (or specified period) and a dated (or specified periods) implementation programme for the progress to completion of the interchange element of the scheme.
5. We suggest that the development of the Initial Stage of the warehouse development should be tied to the agreed commencement date and then the implementation programme. The construction and occupancy of units should also be linked to the progress made towards the completion of the Initial Stage and its bringing into use.
6. We also think that 1.2.1 and 1.2.2 are unduly and inappropriately 'generous' and should relate to a much lower level of floorspace than the suggested 187,000 square metres (this is over 2 million square feet – a quarter of the floorspace included in the proposal)
 - a. In 1.2.1 (we would suggest less than 90,000 square metres). This relates to the Initial Stage of the RFI In 1.2.2 we would seek a significantly shorter period than 8 years (we would suggest less than 4 years).

b. Beyond the Initial Stage there should be a similar programme to ensure that the Expanded Rail Terminal is constructed to completion and fully brought into use before the occupation of 187,000 square metres of buildings. We would suggest that only once this has occurred should the remainder of the permitted development commence.

7. We have real concerns to avoid the construction and use of the buildings in the absence of the completion and use of the RFI in the manner and to the extent expected. If the RFI is not built and brought into use as envisaged the scale of the development should be similarly constrained even if this means that the development is not built out.

Note: We have not found a clear description of what is to be done in the two stages of the RFI - but this may be our failure to find it.

8. We question why the application site does not include the land required within the ownership of Network Rail - for example the installation of points on the rail line - rather as the application site includes land within the adjacent highways e.g. to form junctions.

9. We think that the buildings to be initially constructed should comply with:-

National Policy Statement for National Networks

Presented to Parliament pursuant to Section 9(8) and Section 5(4) of the Planning Act 2008

December 2014

Scale and design

4.88 Applications for a proposed SRFI should provide for a number of rail connected or rail accessible buildings for initial take up, plus rail infrastructure to allow more extensive rail connection within the site in the longer term. The initial stages of the development must provide an operational rail network connection and areas for intermodal handling and container storage. It is not essential for all buildings on the site to be rail connected from the outset, but a significant element should be.

10. We suggest that the obligations as currently drafted do not meet the requirements in NPSNN - particularly as shown by our underlining above.

Note:- We will comment on the issues raised in The Examining Authority's written questions and requests for information (ExQ1) (Issued on 4 March 2019)¹ Paragraph 1.17.2 by the Second Deadline - 5 April 2019.

¹ https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/TR050005/TR050005-000584-First_ExQs.pdf