



**Deadline 6 submission by South Staffordshire District Council [SSDC] – (to be submitted by email to WMInterchange@pins.gsi.gov.uk)**

**19 July 2019**

**PINs Case Ref: TR050005**

**IP Ref: 20015762**

**Application by Four Ashes Ltd [FAL] for an Order Granting Development Consent for the West Midlands Strategic Rail Freight Interchange**

The Comments set out below are in support of those made at the hearing on 10 and 11 July 2019.

**Rail Connection points**

1. The Council's position on rail connection has been made clearly throughout including in its deadline 4 submission.
2. The Council notes that limited information has been provided on viability through the "dashboard" provided at deadline 5. The Council's position remains that the proposed approach of the Applicant is not policy compliant and it is for that reason that the Council noted that were the Applicant to continue to argue viability, that it would have expected there to have been an enabling development approach, eg through a section 106 agreement, to have been taken to ensure that a proportion of the revenue produced by the initial warehousing was reserved to meet the costs of the railhead connection. However that is not the line taken by the Applicant.

**Green Belt Boundary**

3. The Council's position remains that any alteration of the Green Belt boundary can only be considered through the Local Plan basis and then only in exceptional circumstances. Formal Council consent, and the detailed examination process would of course be required.
4. In the event that consent is granted for the SRFI proposal the Council has no intention, at this stage, of seeking to amend the Green belt boundary simply on the basis of such a consent, it would wish to carefully review the position taking into account any physically permanent defensible boundaries.

5. The Council's position remains as set out in its previous submissions, it reiterates its concern about the scale of the proposed development and the effect that this will have on the Green Belt in South Staffordshire.

#### **Development Consent Order points**

6. The Council notes the intention of the Applicant and the Council to enter into a Planning Performance Agreement (PPA), in the event that consent is granted. The Council is keen to ensure that a PPA is entered into, in the event that consent is granted, however there is a risk that a PPA may not be agreed and as such the Council notes the need to make provision in the DCO itself to the effect that should a PPA not be in place then a scheme of fees, such as those set out in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (or subsequent legislation), would have effect for any application to discharge consent with the Council.
7. The Applicant's current drafting makes no provision of the payment of any fees to the Council for dealing with discharging consent. The Council notes the guidance included in Appendix 1 to PINS Advice Note 15 'Drafting Development Consent Orders'. The DCO will place additional burden on the Council and will require additional resources to be allocated to this work. It is appropriate that the DCO should include an appropriate provision for the Council and other relevant authorities to recover the costs of the resources employed to undertake the additional work and in the development of procedures to meet the required timescales.
8. We propose that wording similar to that adopted in appendix 1 of the PINS guidance should be used:

#### **Fees**

X.—(1) Where an application is made to the discharging authority for consent, agreement or approval in respect of a requirement, other than where the parties have agreed otherwise, the fee that would have been payable had the fee been determined under the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012, is to be paid to that authority.

(2) Any fee paid under this Schedule must be refunded to the undertaker within 42 days of—  
(a) the application being rejected as invalidly made; or  
(b) the discharging authority failing to determine the application within the decision period as determined under paragraph 1, Article [X] unless within that period the undertaker agrees, in writing, that the fee is to be retained by the discharging authority and credited in respect of a future application.