

# The Rail Central Rail Freight Interchange

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## Northampton Gateway Examination

Comments on Deadline 2 Responses on behalf of Ashfield

Management Limited and Gazeley GLP Northampton s.a.r.l.

**Northampton Gateway PINS Reference Number:  
TR050006**

**30 November 2018**

## 1. Introduction

- 1.1 This document is submitted on behalf of Ashfield Land Management Limited ("Ashfield Land") and Gazeley GLP Northampton s.a.r.l. ("Gazeley") (together "the Applicant for Rail Central") who are the applicants for the Rail Central Strategic Rail Freight Interchange ("Rail Central") and Interested Parties to the Northampton Gateway examination.
- 1.2 This document comprises the Rail Central Applicant's responses to the Deadline 2 submissions. Primarily the Rail Central Applicant is responding to the Applicant's Document 8.8 [REP2-011] which comments on some of the Rail Central Applicant's Written Representation [REP1-029].
- 1.3 In responding to Document 8.8, the Rail Central Applicant does not propose to reiterate the statements made within the Written Representation or other submissions made to the Examination to date, instead seeking only to respond further to selected points raised by the Applicant within Document 8.8. Therefore not all issues raised by the Applicant are responded to in this document.
- 1.4 This document addresses and updates the Rail Central Applicant's position between the parties following Deadline 2 in respect of:
  - (a) Interrelationship between Northampton Gateway and Rail Central;
  - (b) Operational Compatibility;
  - (c) Cumulative Impact Assessment and comments on the ES;
  - (d) Compulsory Acquisition; and
  - (e) Northampton Gateway Development Consent Order.

## 2. Interrelationship between Northampton Gateway and Rail Central

- 2.1 As requested by the ExA within their Rule 6 letter, the Rail Central Applicant has sought to agree a Statement of Common Ground ("SoCG") with the Applicant on matters regarding the relationship between Northampton Gateway and Rail Central.
- 2.2 The agreed SoCG concerns matters within the submitted Rail Central Interrelationship Report [REP1-030, Appendix 3]. This covers issues pertaining to the three areas of overlap, being Rail Connections, Landscaping and Footpaths and Highway Improvements to Junction 15a. A copy of this agreed Interrelationship SoCG is enclosed at Appendix 1 and a signed version will follow and be submitted to the Examination. The Rail Central Applicant will be seeking to update this Interrelationship SoCG as the Examination progresses and to include any matters that can be agreed with the Applicant.

2.3 In responding to the Applicant's responses within paragraphs 2.2 – 2.8 of Document 8.8;

*Construction of Rail Connections*

2.4 As is stated within the Interrelationship SoCG, the Applicant, based on their initial review of the two schemes, does not agree with the Rail Central Applicant's assessment that both schemes can be accommodated. However, from the assessments which have been carried out by the Rail Central Applicant it is considered that both schemes can be accommodated.

2.5 Rail Central's position is that an appropriate design solution can allow both sets of main line connections to be achieved within their respective order limits, without requiring any changes to the main line entry/exit speeds and adding less than 5 seconds of additional "wrong line" working for trains to and from the main line. It is considered that with the detailed design the level of wrong line working could be further reduced. Rail Central considers that a common approach to signalling would allow both schemes to have the opportunity of higher speed entry and exit onto the main lines.

2.6 Further information on track and signalling design will be provided following review with Network Rail as identified within the Tripartite SoCG enclosed at Appendix 3.

*Landscaping and Footpaths*

2.7 Protective Provisions have been provided to the Applicant for consideration which are enclosed at Appendix 4. These Protective Provisions seek to provide the mechanisms to cover the phasing of landscaping and footpath diversion works.

*Junction 15a*

2.8 The Rail Central Applicant has offered to the Applicant a meeting between experts to address the concerns raised by Northampton Gateway between paragraphs 23 and 25 of the Interrelationship SoCG.

2.9 The Rail Central Applicant's position is that the modelling work undertaken as part of the junction design for Rail Central indicates that Rail Central's proposed design for Junction 15a increases capacity sufficiently to deal with increased traffic flow that results from the Rail Central development coming forward on its own, or from the cumulative traffic loading from both Rail Central and Northampton Gateway should they both be granted consent.

*Broader Statement of Common Ground*

2.10 The Rail Central Applicant has sought to agree a broader SoCG to cover further issues on the Relationship between the projects. Settling this has been deferred by the Applicant stating availability of time running up to Deadline 3.

2.11 Attached at Appendix 2 is a draft of this broader SoCG that has been provided to the Applicant. The Rail Central Applicant will seek to settle this SoCG with the Applicant for submission by Deadline 5 prior to ISH4 on Cumulative Impact and Interaction Issues in order to narrow the issues between these parties prior to that hearing.

### 3. **Rail Operational Compatibility**

- 3.1 Rail Central has made detailed submissions relating to Operational Compatibility of Northampton Gateway within the Written Representation (paragraphs 7.1 – 7.8). Rail Central submits that in terms of combined results of the work undertaken by Rail Central to date with Network Rail on mainline access and network capability for Rail Central, this has not identified constraints which would prevent Northampton Gateway and Rail Central from being able to operate satisfactorily in the way required by the Planning Act 2008 and NN NPS. Further work is now being undertaken with Network Rail oversight to provide additional information on the availability of main line capacity between London and the North West via the fast and slow lines.
- 3.2 An agreed SoCG between the Rail Central Applicant, the Applicant and Network Rail is attached as Appendix 3. This is the "Tripartite" SoCG which addresses the operational compatibility between the Northampton Gateway and Rail Central projects as they stand at Deadline 3. A signed version of this SoCG will follow and be submitted to the Examination.
- 3.3 As stated in paragraph 2.5 above, Rail Central's view is that an appropriate design solution can be achieved within respective order limits. The Tripartite SoCG acknowledges that further assessments are required for Network Rail to provide its view whether the two schemes are technically and operationally compatible.

### 4. **Cumulative Impact Assessment and comments on the ES**

- 4.1 The Rail Central Applicant has already raised a number of key questions as part of previous responses and has not repeated them within this response unless further clarity has been considered necessary. As the Applicant has noted, these relate to 1) the methodology employed throughout the ES (specifically relating to the assessment of significance rather than the survey methodologies); 2) cumulative impact assessment; 3) the disconnect between the Applicant's assessments against the description of the proposed development (Chapter 2); and 4) issues associated with the mitigation and commitments. In addition, a number of technical questions were raised through the Rail Central Applicant's response to ExA's questions, and a response to these has not yet been provided.

- 4.2 The four points of main concern to the Rail Central Applicant relate to the transparency of the ES.

#### *Point 1*

- 4.3 The Rail Central Applicant accepts the Applicant's points that there is no fixed methodology for assessing certain impacts (including cumulative impacts). However, whichever methodology is chosen, it requires to be outlined within the ES with justification for its use, and then consistently followed through in the assessment. Without such an approach, the conclusions on residual significance cannot be relied on.

#### *Point 2*

- 4.4 An example of the disconnect within the ES to appropriately identify and follow through the methodology is in the cumulative impact assessment. No clarity has been provided on the approach to the identification and assessment of other development, i.e. which projects were considered within a relevant zone of influence and which receptors were selected and

why. Without this, there is no transparency as to how the CIA was undertaken, nor is it possible to fully comment on the reliability of the outcome of the Applicant's CIA. For example, the Rail Central cumulative assessment addressed over 30 potential cumulative projects (including Northampton Gateway), whereas the Applicant has addressed four (including Rail Central). If further projects were considered and scoped out, this should have been explained in the methodology for Chapter 15. It is difficult to see why, in the absence of such an explanation, these additional projects could not have a potential cumulative effect on agricultural land loss in the region, biodiversity issues relating to cumulative habitat loss or a cumulative landscape effect with Northampton Gateway. The omission of potentially relevant cumulative projects will contribute to the general underestimation of the environmental effect caused by the Northampton Gateway project (in this case, the effect on the environment caused in cumulation with other projects in the area), and therefore the comparative overestimation of the effect caused by Rail Central, as addressed under point 3) below. Nonetheless, the Rail Central Applicant acknowledges that the Applicant is updating its CIA by Deadline 4 and accepts that these issues may be addressed within that revised assessment.

*Point 3*

- 4.5 The Rail Central Applicant has continued to raise concerns over the level of information within Chapter 2 of the Applicant's ES, particularly in light of the requirements of Schedule 4 of the Infrastructure Planning (EIA) Regulations 2017. The Applicant has confirmed that the description of the development upon which the ES is based is that presented in Chapter 2 of the Northampton Gateway ES (and supporting parameter plan). If this is the case, the Rail Central Applicant remains unclear on the following: identification of spatial layout of highways works; timing of phase 1 and 2 (and associated phased mitigation) and the demolition/construction programme (e.g. compounds, working hours, construction equipment, development of utilities); parameters for screening/bunding; and anticipated operational activities (including the equipment likely to be used) and working hours (including interaction of warehousing with the rail facilities).
- 4.6 This lack of information has obvious implications in ensuring the development is assessed consistently and accurately throughout all technical chapters in the ES. This is reflected in Rail Central Applicant's technical comments on the noise chapter at Deadline 2, for example (and similar issues are present in other chapters). The Rail Central Applicant's noise specialists consider the noise levels at Northampton Gateway during operation to have been underestimated, as certain key pieces of equipment have not been included in the noise model. This is obviously a critical omission, which will have implications on the accuracy of the assessment, mitigation that may be required as a result (including acoustic screening, with associated visual and lighting impacts), and potential cumulative effects. As a list of equipment and operations anticipated is not included at Chapter 2, confidence is reduced in relation to all other chapters regarding the same assumptions relating to equipment. This would affect assessments of visual impact, construction traffic, air quality etc, and it is possible that these other chapters have therefore also underestimated the potential impacts during operation.
- 4.7 These potential errors in the assessment would affect the Applicant's assessment of the Rail Central project within their comparative/ cumulative assessment. The Applicant currently states that Rail Central would cause a greater part of any cumulative impact than Northampton Gateway. While the Rail Central Applicant does not dispute there would be

cumulative impacts should both projects progress (as stated in our own cumulative assessment), we do dispute that they are caused mainly by the Rail Central project. The Rail Central Applicant's argument is rather that some receptors would experience a greater part of the cumulative impact from Rail Central, others a greater part from Northampton Gateway, and others more or less equally from both developments, as well as experiencing potential cumulative effects from other developments in the region. At present, the Northampton Gateway cumulative assessment (not being based on a "reasonable worst case" assessment of Northampton Gateway's effects) underestimates the total cumulative effect, and therefore also overestimates Rail Central's "proportional" contribution to it.

*Point 4*

- 4.8 In relation to the comments made on mitigation, it is acknowledged that the commitments tracker has been updated by the Applicant following the identification by the ExA of omissions in the Northampton Gateway ES. However, the Rail Central Applicant remains unclear on which mitigation is identified in Chapter 2 of the Northampton Gateway ES and assessed as part of the project as a whole; and which mitigation requires further activity in order to achieve the anticipated outcome.

**5. Compulsory Acquisition**

- 5.1 The Rail Central Applicant has objected to the compulsory acquisition of Parcels 1/7 and 1/12 and their position is set out within their Written Representation paragraphs 11.1 – 11.16.
- 5.2 In responding to paragraphs 2.33 – 2.38 of Document 8.8 it is clear that Northampton Gateway did not engage the Rail Central Applicant or Ashfield Land at any point concerning the compulsory acquisition of Ashfield Land's interest within Parcels 1/7 and 1/12. This would include any meaningful discussion on Interrelationship between the two projects, of which the Applicant's position is only being understood as this examination progresses. It is not agreed as suggested within paragraph 2.35 of Document 8.8 that because the Rail Central Applicant set out what the land may be used for, that this is a signal that no arrangement over the Interrelationship of the schemes and use of the land can be made between the parties.
- 5.3 The Rail Central Applicant has prepared a set of Protective Provisions for their benefit which are attached at Appendix 4 for inclusion within the Northampton Gateway Development Consent Order.
- 5.4 It is expected that if the Applicant and the Rail Central Applicant are able to agree a set of Protective Provisions for the benefit of the Rail Central Applicant, the objection to the compulsory acquisition of the interests in respect of Parcels 1/7 and 1/12 could be withdrawn because the Rail Central Applicant would be comforted that the exercise of such powers would not prevent Rail Central from being developed in an acceptable manner.

**6. Northampton Gateway Development Consent Order**

*Protective Provisions for the benefit of Rail Central*

- 6.1 Attached at Appendix 4 is a set of draft Protective Provisions which the Rail Central Applicant is seeking for inclusion within the Northampton Gateway Development Consent Order.

- 6.2 The Protective Provisions include mechanisms to cover the scenarios within the Interrelationship Report which require co-operation between Rail Central and Northampton Gateway.
- 6.3 The overarching purpose of the Protective Provisions is that neither project should be frustrate or delay the other, but that communication and co-operation is required through these Protective Provisions to allow both projects to be implemented in a way which enables a cohesive approach.
- 6.4 The Rail Central Applicant is prepared to rehearse the operation of these Protective Provisions at DCO ISH3.

*Network Rail and Highways Protective Provisions*

- 6.5 Protective Provisions can be agreed to protect Network Rail's operational railway and rights of access sought in relation to the operational railway if both projects are granted Development Consent. Paragraph 5.2 of the Tripartite SoCG notes that Network Rail intends to consider whether it needs to request that further Protective Provisions are included in the Northampton Gateway DCO once it has had an opportunity to review the effects of both schemes coming forward.
- 6.6 It is proposed that draft Protective Provisions in respect of Rail Connections and Highways can be provided by 11 December 2018, in advance of the DCO ISH3.

## **Appendices**

Appendix 1: Agreed Interrelationship SoCG

Appendix 2: Draft Broader SoCG between the Applicant and Rail Central Applicant

Appendix 3: Agreed Tripartite SoCG between the Applicant, Rail Central Applicant and NRIL

Appendix 4: Draft Protective Provisions for the benefit of Rail Central

# Appendix 1: Agreed Interrelationship SoCG

STATEMENT OF COMMON GROUND  
NORTHAMPTON GATEWAY RAIL FREIGHT INTERCHANGE

BETWEEN

ROXHILL (JUNCTION 15) LIMITED  
and  
ASHFIELD LAND MANAGEMENT LIMITED/  
GAZELEY GLP NORTHAMPTON s.a.r.l.

NOVEMBER 2018

## STATEMENT OF COMMON GROUND IN RESPECT OF THE PROPOSED NORTHAMPTON GATEWAY RAIL FREIGHT INTERCHANGE

### Parties

1. This Statement is agreed between:
  - Roxhill (Junction 15) Limited ("**Roxhill**"); and
  - Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l. ("**Rail Central**")

### Background and Scope

2. Roxhill are the promoters of the application for a DCO in respect of the SRFI 'Northampton Gateway' on a site located between the M1 (to the east) and the Northampton Loop Line ("NLL") (to the west). Rail Central are the promoters of an application for a SRFI DCO centred on land to the west of the Northampton Loop Line, directly opposite Northampton Gateway.
3. Rail Central submitted a DCO application to the Planning Inspectorate on 21 September 2018. On 19 October 2018 the Planning Inspectorate issued a decision not to accept the application. The application was resubmitted on 29 October 2018 and was accepted for Examination on 15 November 2018.
4. This Statement has been prepared at the request of the Examining Authority who asked, in their rule 6 letter, issued on 10 September 2018, that a Statement of Common Ground be entered into between the parties in relation to "Relationship with Rail Central".

### Relevant Documentation

5. The following documentation is relevant to the overlap between the Northampton Gateway application and the Rail Central proposals.
  - a) Northampton Gateway Parameters Plan (Doc 2.10)
  - b) Northampton Gateway Access and Rights of Way Plan (Doc 2.3 - E)
  - c) Northampton Gateway Rail Plans (Docs 2.8, 2.9A-D)
  - c) Northampton Gateway J15A Highway Plan (Doc 2.4F)
  - d) Rail Central document titled "Northampton Gateway Interrelationship Report" ("Interrelationship Report") (**Appendix 3** to Rail Central's Written Representations (EXA REP1 - 030)).
  - e) Rail Central Rail Plan -Document RC 2.20 (**Appendix 1** to this statement)
  - f) Rail Central J15a Plan - Document RC 2.28. (**Appendix 2** to this statement).

## Interrelationship of Northampton Gateway and Rail Central

6. In the Interrelationship Report (Appendix 1) Rail Central identify three areas where the order limits overlap. These are:
  - (a) rail connections;
  - (b) landscaping and footpaths;
  - (c) highway improvements to Junction 15a.

7. Each of these elements is dealt with in turn below.

### (a) Construction of Rail Connections

8. The Northampton Gateway and Rail Central proposals both propose connections onto the Northampton Loop Line (NLL).
9. Rail Central's rail connections will run to their intermodal facility located parallel to the NLL on its western side. Northampton Gateway's rail connections will run to their intermodal facility located parallel to the NLL on its eastern side.

#### Roxhill's Position

10. In the Interrelationship Document, paragraphs 4.1 to 4.9, Rail Central provide their views on compatibility of the two schemes. Roxhill, based on an initial view of the application documentation just submitted, do not agree that the two schemes as shown on the application plans are compatible.
11. Rail Central have stated in paragraph 3.2.1 of the Interrelationship Report that "Both Projects will be constructing new railway lines at the NLL to connect to their respective intermodal facilities. Configuration of connection points will be determined at detailed design stage in order to facilitate both connections".
12. However, the physical layouts of the network connections shown on the respective rail plans submitted are incompatible with the positioning of the southern connections being in the same location. This is not a conflict which can be left to the detailed stage because the repositioning of the south connections for either scheme would result in the lengthening of the junction which may take a scheme beyond Order limits and have implications on capacity and pathing. This is because entry and exit times will be extended and the amount of wrong direction running will be increased, thereby blocking both the Up and Down Northampton Lines for longer.
13. None of the schemes referred to in paragraph 4.2 of the Interrelationship Report are comparable situations.

#### Rail Central's Position

14. Recent technical assessment of the respective main line connections onto the NLL (slow lines) indicates that an appropriate design solution can allow both sets of main line connections to be achieved within their respective order limits, without requiring any changes to the main line entry/exit speeds and adding less than 5 seconds of additional "wrong line" working for trains to and from the main line. It is considered that with detailed design the level of wrong line working could be further reduced. A common approach to signalling would allow both schemes to have the opportunity of higher speed entry and exit onto the main lines. Further

information on track and signalling design will be provided following review with Network Rail.

**(b) Landscaping and footpaths**

15. The overlap of the Order limits in relation to landscaping and footpaths arises from the proposals of Rail Central to use parts of the Northampton Gateway main site for landscaping and footpath diversion works.
16. The Interrelationship Report addresses the two scenarios which may arise with the overlap, at Paragraphs 4.16.1 and 4.16.2, as follows:

*4.16.1 In the scenario where Rail Central commences development first, the Rail Central Applicant will deliver the footpath infrastructure in Rail Central Work No.9, within the [Rail Central] Order Limits up to the point of intersection with the NG's footpaths. NG will deliver the footpath connection (Work No. 6 of the NG DCO) subsequently which will connect to the Rail Central footpaths installed under Rail Central Work No. 9. To the extent that that relevant planning authority (RPA) wish to manage the delivery of the NG footpath (to ensure it connects to the Rail Central footpaths) this can be controlled through requirements of the NG. In this scenario Rail central will not deliver the proposed landscaping on the east of the NLL (Work No. 12B of the Rail Central DCO). Instead, NG will construct their proposed landscaping bund and structural planting in that same area (Work No.6 of the NG DCO).*

*4.16.2 In the scenario where NG commences development first, they will build their scheme and landscaping (which is one of their first phases of work in their indicative programme). Rail Central will then connect into NG's proposed footpath network to the east of the NLL. These connections can be managed by the RPA through Rail Central's Public Rights of Way Strategy (Document 7.6). The Rail Central Applicant will also seek protective provisions in the NG DCO to control interaction between the parties and facilitate this arrangement. In this scenario, Rail Central will not provide the proposed landscaping in Rail Central Works No. 12B.*

Roxhill's Position

17. Roxhill's view is that the land concerned is an integral part of the Northampton Gateway proposals which would not change in the event that the Rail Central proposal were to be permitted. It would be for Rail Central to adjust its proposed landscaping and footpath diversion to reflect the Northampton Gateway development. Rail Central must agree with this since this is consistent with the above paragraphs from the Interrelationship Report.
18. There are two aspects of delivery that may need to be addressed, which are:
  - the phasing of the provision of the bund; and
  - in either scenario the facilitation of the footpath connections.
19. No suggested protective provisions (as referred to in paragraph 4.16.2 above) were received from Rail Central until 29 November 2018, too late to be considered in advance of the conclusion of this Statement of Common Ground. In any event it seems to the Applicant that, as envisaged in paragraph 4.16.1, these issues can be properly regulated by requirements. For instance, requirement 3 deals with approval of phasing – which could include explicit recognition that the bund is to be constructed as part of the first phase. In addition a further requirement could be added with regard to the need to facilitate footpath connections in the event that the Rail Central DCO is approved. Neither involves a change to the Northampton Gateway scheme and they can be accommodated without difficulty.

20. Roxhill will consider the amendments to the requirements as indicated above and include any appropriate drafting in the dDCO to be submitted for Deadline 4.

#### Rail Central's Position

21. Rail Central has supplied draft Protective Provisions to Northampton Gateway which will be submitted to the Examining Authority as part of Rail Central's submissions at Deadline 3. The Protective Provisions include mechanisms to cover the scenarios referred to in 4.16.1 and 4.16.2 of the Interrelationship Report. The overarching purpose of the Protective Provisions is that neither project should be frustrated or delayed by the other, but that communication and co-operation is required through these Protective Provisions to allow both projects to be implemented in a way which enables a cohesive approach.

#### **(c) Highway works at Junction 15a of the M1**

22. Both Rail Central and Northampton Gateway propose to carry out highway and junction improvement works to increase road network capacity within the locality of the projects. The proposed works are designed to address potential impacts that might occur on the network due to an increase in traffic should each project be granted Development Consent.

The highways works proposed at Junction 15a for the Rail Central proposal are more extensive than those proposed for Northampton Gateway.

#### Roxhill's Position

23. Paragraph 4.25 of the Interrelationship Report indicates that the Northampton Gateway draft DCO could be amended to "facilitate the option that [the Northampton Gateway Junction 15a works] may not be required in the event that the Rail Central Junction 15a works are undertaken". Roxhill agree that it would be appropriate to amend the Roxhill dDCO to ensure that the obligation on Roxhill to carry out the Northampton Gateway Junction 15a works no longer applies if the Rail Central Junction 15a works are undertaken, but only if the Rail Central Junction 15a works are sufficient to mitigate the impact of both schemes.
24. The works proposed by Rail Central to J15A in their application are different than those initially proposed by Rail Central upon which the work which informed the Northampton Gateway CIA was prepared. At the time of the preparation of the Northampton Gateway CIA Rail Central were proposing more extensive enhancements to J15a. This was prior to a subsequently smaller scheme being put forward by Rail Central with its Stage 2 Consultation. The more extensive scheme was modelled and the outcome included in the CIA. The Stage 2 consultation scheme came too late to be modelled and any outcome included within Northampton Gateway's CIA, however the amended mitigation proposals were referred to.
25. Roxhill is in the process of examining the Rail Central application and is not in a position to conclude that such the approach outlined in paragraph 23 above is appropriate until it has had the opportunity to understand fully the effect of the revised Rail Central highway mitigation strategy. The review of the recent application, carried out to date, suggests that the works now proposed at Junction 15A may not be sufficient to accommodate the traffic impact of the Rail Central proposals alone and therefore not sufficient to accommodate the cumulative impact, however this will be kept under review if further information is forthcoming from Rail Central in time to have regard to it in the CIA, which is to be delivered for Deadline 4. Roxhill will attend a meeting to discuss such information if it is forthcoming and if it will facilitate the provision of a best informed CIA by Deadline 4.

Rail Central's Position

- 26. The modelling work undertaken as part of the junction design for Rail Central indicates that Rail Central's proposed design for Junction 15a increases capacity sufficiently to deal with increased traffic flow that results from the Rail Central development coming forward on its own, or from the cumulative traffic loading from both Rail Central and Northampton Gateway should they both be granted consent. Rail Central has proposed a technical meeting between experts to further address the points made by Northampton Gateway within paragraphs 23 and 25 above.
  
- 27. Rail Central has also set out in the Interrelationship Report phasing scenarios to cover the events where either Rail Central or Northampton Gateway commence development of the Junction 15a works first or whether Northampton Gateway commence these works significantly in advance of Rail Central (paragraphs 4.24.1 - 4.24.3 of the Interrelationship Report). Protective Provisions to manage this can be contained for Highway England's benefit in the Northampton Gateway DCO alongside those sought within the Protective Provisions for the benefit of Rail Central.

Signed on behalf of Roxhill (Junction 15) Ltd

.....

Name and Position

Signed on behalf of Ashfield Land Management Limited and Gazeley Northampton s.a.r.l.

.....

Name and Position

Date

Appendix 2: draft Broader SoCG between the Applicant and Rail  
Central Applicant

November 2018

Statement of Common Ground

Ashfield Land Management Limited and Gazeley GLP Northampton s.à.r.l.  
and Roxhill (Junction 15) Ltd

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### Document Control

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## 1. INTRODUCTION

### 1.1 Purpose of document

1.1.1 This document is submitted to the Secretary of State through the Planning Inspectorate (as responsible agency) in relation to the application by Roxhill (Junction 15) Ltd ('Northampton Gateway').

1.1.2 This Statement of Common Ground (SoCG) has been prepared by Ashfield Land Management Limited and Gazeley GLP Northampton s.à.r.l. (Rail Central) in respect of the proposals for Northampton Gateway. Guidance about the purpose and possible content of SoCGs is given in paragraphs 58-65 of the Department for Communities and Local Government's *"Planning Act 2008, Guidance for the examination of applications for development consent"* (March 2015 version). Paragraph 58, copied below, confirms the basic function of SoCGs:

*"A statement of common ground is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree. As well as identifying matters which are not in real dispute, it is also useful if a statement identifies those areas where agreement has not been reached. The statement should include references to show where those matters are dealt with in the written representations or other documentary evidence."*

1.1.3 SoCGs therefore are a useful and established means of ensuring that the evidence at the post-application examination focuses on the material differences between the main parties, and so aim to help facilitate a more efficient examination process.

1.1.4 The Examining Authority (ExA) requested that a SoCG is prepared between Northampton Gateway and Rail Central. This request principally sought a SoCG relating to the interrelationship between Rail Central and Northampton Gateway. For the assistance of the ExA, this SoCG seeks to address wider issues between the two schemes.

### 1.2 Parties to this SoCG

1.2.1 Roxhill submitted a Development Consent Order application to the Planning Inspectorate (PINS) on 21 May 2018 for the construction of the Northampton Gateway SRFI. On 15 June 2018, PINS confirmed that the application had been accepted for examination. The development proposals for Northampton Gateway seek to deliver an intermodal freight terminal including container storage and HGV parking, rail sidings to serve individual warehouses, and the provision of an aggregates facility as part of the intermodal freight terminal, with the capability to also provide a 'rapid rail freight' facility. The Northampton Gateway proposals seek to deliver up to 468,000 sq m (approximately 5 million sq ft) (gross internal area) of warehousing and ancillary buildings.

1.2.2 Rail Central resubmitted a DCO application to PINS on 29 October 2018 for the development of the SRFI of Rail Central. PINS accepted this application for examination on 15 November 2018. The Rail Central development proposals seek to deliver up to 702,097 sq m (gross external area) of rail connected and/or rail served warehousing and ancillary service buildings, including a lorry park and health facility, terminal control building and bus terminal. This will include both a Rail to Road intermodal facility and an Express Freight terminal.

### 1.3 Structure of the Statement of Common Ground

- 1.3.1 This SoCG has been structured to reflect matters and topics of interest to Rail Central and Northampton Gateway in relation to the proposed development of Northampton Gateway.
- 1.3.2 Section 2 provides an overview of discussions, correspondence and meetings to date between Rail Central and Northampton Gateway. Copies of key letters and meeting minutes are provided in Appendix 2.
- 1.3.3 Section 3 provides a summary of areas that have been agreed and areas that have not been agreed.
- 1.3.4 Section 4 provides a summary of areas that are still under discussion.
- 1.3.5 Section 5 includes the signatures of all parties to indicate agreement that this is an accurate record of issues and discussions.
- 1.3.6 Appendix 1 of this SoCG provides an overview of the proposed scheme.
- 1.3.7 Appendix 2 of this SoCG provides a copy of key correspondence referenced in Section 2.

### 1.4 Terminology

- 1.4.1 Throughout this SoCG:
  - (a) Where a sentence begins "it is agreed", this signifies a matter that has been specifically stated as agreed between Rail Central and Northampton Gateway.
  - (b) Where a sentence begins "it is not agreed", this signifies a matter that has been specifically stated as not agreed between Rail Central and Northampton Gateway.

## 2. OVERVIEW OF ENGAGEMENT

- 2.1 A summary of the meetings and correspondence that has taken place between Rail Central and Northampton Gateway in relation to the scheme is outlined in the table below.

Date	Event	Outcome
3 May 2017	Rail Central writes to Northampton Gateway to request sharing of information for the purposes of cumulative assessment.	No immediate response received.
24 November 2017	Rail Central submits responses to Northampton Gateway Phase 2 Statutory Consultation.	
19 December 2017	Northampton Gateway responds to Rail Central's Phase 2 Statutory Consultation response.	Contains a response to May 2017 letter.
12 January 2018	Northampton Gateway writes to Rail Central requesting environmental information to complete cumulative assessment.	

2 February 2018	Rail Central submits response to further focussed consultation. Letter includes confirmation from Rail Central that environmental information will be available through the formal Phase 2 Statutory consultation that would commence on 15 <sup>th</sup> March 2018.	
9 February and 5 March 2018	Northampton Gateway writes to Rail Central and provides information relating to LVIA ZTV.	
23 April 2018	Northampton Gateway submits response to Rail Central's Phase 2 Statutory Consultation. Response focusses upon environmental information and critique to Rail Central's proposals.	
21 May 2018	Submission of Northampton Gateway application to PINS.	
22 June 2018	Rail Central writes to Northampton Gateway stating that following a meeting between Rail Central and PINS on 25 May 2018 that a key part of their advice relates to overlapping Order Limits and possible Works Packages and the need for certain provisions within both the Rail Central and Northampton Gateway DCOs, and that there is a requirement for Rail Central to demonstrate to the ExA how both schemes and our associated mitigation will work together if both developments are granted a DCO.	
26 June 2018	Northampton Gateway sends response letter to Rail Central stating that in order that Northampton Gateway can give Rail Central's letter proper consideration that they are provided with a copy of the advice from PINS.	
6 July 2018	Rail Central responds explaining they are waiting for PINS to ratify the minutes of the 25 May 2018 meeting. Rail Central requests a meeting with Northampton Gateway.	
12 July 2018	Northampton Gateway indicates that they require a copy of the PINS meeting note and following receipt will be in a position to respond to Rail Central's meeting request.	No meeting arranged.
6 August 2018	Northampton Gateway chase for a copy of the PINS meeting note.	Meeting note not yet issued by PINS.

7 August 2018	Rail Central respond to indicate that they are waiting for PINS to upload the agreed minute to their website and Rail Central will contact PINS that day.	
16 August 2018	Northampton Gateway contacts Rail Central following reviewing a note available on the Planning Inspectorate website for a meeting between PINS and Rail Central held on 25 May 2018. Northampton Gateway indicate that they have received no advice from PINS and cannot identify a requirement for such in the Meeting Note.	
6 September 2018	Rail Central contacts Northampton Gateway stating the Rail Central DCO application will be submitted shortly to PINS, requesting a meeting to discuss the Statement of Common Ground and Protective Provisions for the Northampton Gateway DCO.	
17 September 2018	Confirmation received by Rail Central that Northampton Gateway was willing to meet.	Availability sought and meeting set for 2 October 2018.
2 October 2018	Meeting between Rail Central and Northampton Gateway	Discussion to run through Rule 6 response letter and Secretary of States letter submitted by Rail Central to Northampton Gateway. Subsequent meeting arranged for 8 November 2018.
31 October 2018	Meeting set for 8 November 2018 between Rail Central and Northampton Gateway postponed by Northampton Gateway.	Rail Central requested availability for second meeting prior to Deadline 3.

2.2 It is agreed that this is an accurate record of the meetings and key correspondence between Rail Central and Northampton Gateway in relation to the matters recorded in Sections 3 and 4.

2.3 There is ongoing discussion between the parties.

### 3. MATTERS AGREED AND MATTERS NOT AGREED

#### 3.1 Matters agreed

##### **Key policy documents for the determination of the DCO application**

3.1.1 It is agreed between both parties that the National Policy Statement for National Networks (NN NPS)<sup>1</sup> sets out, and Government policies outline, the need to deliver development of Nationally Significant Infrastructure projects (NSIPs) on the rail networks in England. Furthermore, thresholds for nationally significant road, rail and strategic rail freight infrastructure projects are defined in the PA 2008. Specifically, Section 26 of the PA2008 confirms the relevant thresholds in respect of rail freight interchanges being considered as NSIPs. Section 26(3) of the PA2008 states that the

<sup>1</sup> Paragraph 1.1

Main SRFI Site must consist of at least 60 acres of land within England. Furthermore, Section 26(4) of the PA 2008 also confirms that for rail freight interchanges to be considered as NSIPs, the development must be capable of handling consignments of goods from more than one consignor and to more than one consignee and handle at least four trains per day.

3.1.2 Both parties agree that the other documents considered of relevance in the determination of the application are the following:

- Planning Act 2008 Guidance Notes;
- The Planning Inspectorate National Infrastructure Planning Advice Notes;
- National Planning Policy Framework (2018);
- Planning Practice Guidance (first published 2014, updated frequently);
- Relevant Development Plan Documents:
  - West Northamptonshire Joint Core Strategy Local Plan (Part 1) (adopted December 2014);
  - South Northamptonshire Local Plan (adopted 1997) (Saved Policies);
  - Northamptonshire Minerals and Waste Local Plan (adopted July 2017);
  - Northampton Local Plan Saved Policies (adopted 1997);
- Northampton Central Area Action Plan (adopted April 2013);
- Relevant emerging Local Plan documents;
- Relevant Supplementary Planning Guidance;
- Relevant Supplementary Planning Documents;
- Transport Plans; and
- Strategies and other guidance including the Rail Freight Strategy and Network Rail Operational Plans.

### **National policy**

3.1.3 Both parties agree that there is explicit positive national policy context for the development of a network of new strategic freight interchanges provided by the NN NPS. The NN NPS is the main policy document for assessing and considering such NSIP proposals.

3.1.4 The NN NPS sets out the importance of facilitating the movement of freight from road to rail, both in terms of economic growth and addressing climate change. Facilitating the movement of freight from road to rail is seen as central to Government's vision for a low carbon economy. To achieve this objective, the NN NPS considers alternative options including relying upon the existing network of rail freight interchanges to manage demand; reliance on road-based logistics; and reliance on a larger number of smaller rail freight interchanges (table 4, NN NPS, page 22). All of these options have been considered by Government and discounted and the overriding conclusion is that there is a "compelling need for an expanded network of SRFI's (para 2.56). The principle of additional SRFI's required is clear and established by the NN NPS. Both parties agree that the current network of SRFI's neither provides the combined

capacity nor an appropriate network to either accommodate anticipated growth in intermodal rail freight or to facilitate the growth in rail freight.

- 3.1.5 The NN NPS does not identify how many SRFIs are required across the country or within each region or on which sites specific sites they should be provided, it does provide criteria and characteristics which provide clear guidance in respect of which types of locations are considered most suitable. These can be summarised as sites which:
- Have good connectivity both with the road and rail network, in particular the strategic rail freight network (paragraph 2.54);
  - Are near the business markets they will serve – major urban centres, or groups of centres – and are linked to key supply chain routes (paragraph 2.56); and
  - Proposed new rail freight interchanges should have good road access as this will allow rail to effectively compete with, and work alongside, road freight to achieve a modal shift to rail. Due to these requirements, it may be that countryside locations are required for SRFIs (paragraph 4.84).
- 3.1.6 Both parties agree the both Rail Central and Northampton Gateway rail freight interchanges are fully consistent with the above criteria.
- 3.1.1 Both parties acknowledge the existence of other SRFI and RFI which are adjacent or in close proximity to each other, examples being
- Hams Hall SRFI, Birch Coppice SRFI and Birmingham Lawley Street RFI;
  - Doncaster Railport RFI and iPort Doncaster SRFI;
  - East Midlands Distribution Centre RFI and East Midlands Gateway SRFI;
  - Mossend Eurocentral SRFI and the consented Mossend International Railfreight Park SRFI.
- 3.1.2 Both parties agree that the intermodal terminals on both SRFI would be operated as “open-access” facilities, available for use by both on-site and off-site occupiers without discrimination.

### **Economic regions**

- 3.1.3 Both parties agree that the Rail Central and Northampton Gateway proposals are located within the South East Midlands Local Economic Partnership ('SEMLEP') area. The SEMLEP Strategic Economic Plan (SEP) (November 2017) promotes specialisms associated with manufacturing and '*next generation transport*', and in this regard both the RC and NG proposals align well with the SEP aspirations and objectives.
- 3.1.4 The SEP identifies a critical key issue for the continued success and growth of the Logistics sector include as:
- Appropriate employment land and transport infrastructure. (SEP, page 27)*
- 3.1.5 The SEMLEP's vision is to enable the economy to double in size (measured in Gross Value Added) by 2050. This ambition requires and seeks to enable additional job creation, investment, and improved infrastructure in the area, and positions the South-East Midlands as a core part of the wider Oxford-Milton Keynes-Cambridge Growth Corridor. The SEP refers to the South East Midlands area as having a key role in delivering growth in part due to the "*central geographical location and strong logistics networks*" (SEP, page 3).

- 3.1.6 It is agreed that investment at Rail Central and Northampton Gateway can contribute to many of the shared sub-regional aspirations and objectives for economic growth. They can provide additional strategic land and transport infrastructure (new and improvements to existing), as well as enabling expansion, relocation, and attraction of new businesses in the South East Midlands economy in line with the SEP. The proposed SRFIs would directly support the continued growth and success of logistics, a key sector in the local and sub-regional economy; they would support aspirations and objectives regarding employment creation, supply-chain development across a range of sectors, and encourage/enable trade links and exports.
- 3.1.7 Both developments could provide Training and Skills initiatives related to both construction and operational phases to further strengthen the potential local economic benefits.
- 3.1.8 A critical sub-regional strategic issue is the 'Cambridge - Milton Keynes - Oxford corridor' initiative which represents part of the strategic context for Northampton Borough and is expected to form a key input to the next round of Local Plan reviews across the corridor. The emphasis is on the importance of delivering additional infrastructure and housing growth to ensure that the economic potential of the sub-region is delivered. There is an integrated Strategy to coordinate housing growth and transport infrastructure which has a direct relationship with the two SRFIs.
- 3.1.9 The Strategy sets what's described as a '*transformational*' vision and agenda for higher levels of growth and development across the corridor, with a focus on the performance and role of the main towns and urban areas. Objectives Include not only supporting economic growth across the corridor, but also improving housing supply and affordability through an Increase in housing delivery.
- 3.1.10 The two SRFIs can contribute to delivering key objectives of both the SEP and the Cambridge - Milton Keynes - Oxford corridor initiative, including more jobs, investment in infrastructure and the economy.

#### **Market demand, labour supply and expanding the SRFI network**

- 3.1.11 Both parties agree that there is a demand for SRFI development to be constructed within the markets both SRFI's intend to serve. Furthermore, both parties agree that there is sufficient demand for the commercially viable operation of both the proposed SRFI schemes of Northampton Gateway and Rail Central.
- 3.1.12 Both parties agree that there is sufficient labour supply available to serve the construction and operation of both developments of Northampton Gateway and Rail Central.
- 3.1.13 Both parties agree that the proposed developments of Northampton Gateway and Rail Central would expand the current network of SRFI's in the Midlands further south into markets which are currently underserved. Expanding the network further south would also assist in serving London and the South East. The NN NPS notes that existing facilities in London and the South East are on a small scale and/or poorly located (para 2.57) and where there is a challenge in expanding interchange facilities to serve the region (para 2.58).
- 3.1.14 Both parties agree that the employment and labour market effects of Rail Central and Northampton Gateway will not be contained to the localised area of South Northamptonshire district and will extend to a wider catchment area.
- 3.1.15 Both parties agree that the capacity of the labour market to respond to increases in demand for workers has been and should be tested not only against the current availability of workforce but also the future size and nature of the labour market given the long term delivery timescales of both Rail Central and Northampton Gateway.

- 3.1.16 Both parties agree that there is a current level of employment need and economic deprivation that exists in the wider area of Northamptonshire and which Rail Central and Northampton Gateway will help to address.
- 3.1.17 Both parties agree that the labour force of the wider area surrounding and including South Northamptonshire district will see substantial growth in its population and labour force over the period in which both Rail Central and Northampton Gateway will be delivered creating employment need.

#### **SRFI site selection and alternative sites**

- 3.1.18 Both parties agree that within the defined catchment area for the proposed development, there are no further sites that are more preferable to Northampton Gateway or Rail Central to serve the function as a SRFI.

#### **Capacity of existing rail network**

- 3.1.19 Both parties agree that there is sufficient capacity on the existing rail network for the operation of both the proposed SRFI schemes of Northampton Gateway and Rail Central.
- 3.1.20 Both parties agree that Network Rail's national long-range forecasts as referenced by the NN NPS (para 2.49) are derived in part by the assumed creation of additional SRFI capacity in Northamptonshire.

#### **Capacity of existing road infrastructure**

- 3.1.21 Following the implementation of the mitigation works proposed by both schemes, both parties agree that the highways impacts will be sufficiently mitigated to allow the operation of both the proposed SRFI schemes of Northampton Gateway and Rail Central.

#### **Interrelationship of Northampton Gateway and Rail Central**

- 3.1.22 [Deleted following agreement of Interrelationship SoCG]

#### **Flood Risk and Drainage**

- 3.1.23 From a flood risk and drainage perspective, both parties agree that there is no interaction between the developments with regards to flood risk with the Rail Central site draining land to the Milton Malsor and Unnamed Watercourse catchments to the west of the railway and Northampton Gateway all draining to the Courteenhall Brook. The sites are therefore located in different catchments.
- 3.1.24 Furthermore, both parties agree that the proposed surface water drainage systems for each site drain to different catchments. All outfalls from the Rail Central site drain to the Milton Malsor Brook or Unnamed Watercourses (i.e. to the west and north) and Northampton Gateway (in its entirety) drains in an easterly/north easterly direction and discharges into the Courteenhall Brook. As with flood risk, therefore there is no interaction.
- 3.1.25 Both parties agree that whilst foul water from both sites is expected to ultimately drain to the same Treatment Plant each site is served by its own separate sewer network such that any interaction is again considered to be at a minimal level and acceptable to Anglian Water. The Rail Central site has a provision for additional required storage to meet the requirements from Anglian Water whilst the Northampton Gateway foul drainage assessment identifies some upsizing of off-site pipes.

## **Sustainability and climate change**

- 3.1.26 Both parties agree that the delivery of SRFI development has the potential for significant environmental benefits with regard to climate change mitigation which can make a significant contribution to modal shift, the creation of a low carbon economy and a contribution toward the UKs carbon budgets. Furthermore, it is agreed that this form of development should also assess the future impacts of climate change in accordance with the NN NPS and identify appropriate resilience measures.

## **Agricultural land**

- 3.1.27 Both parties agree that the respective Agricultural Land Quality surveys undertaken are an accurate reflection of the agricultural land quality at each site.
- 3.1.28 Both parties agree that Northampton Gateway and Rail Central are predominantly formed of not best and most versatile agricultural land.

## **Biodiversity**

- 3.1.29 Both parties agree that the biodiversity surveys employed by Northampton Gateway and Rail Central are appropriate and adequate.
- 3.1.30 Both parties agree that neither scheme will directly or indirectly affect any statutory designated sites for ecology.

## **Waste**

- 3.1.31 Both parties agree that the waste assessment identifies the potential environmental effects related to the construction and operational waste arising in terms of likely quantities, the proposed management of waste on the site and the regional capacity to treat or dispose of residual waste.
- 3.1.32 Both parties agree that decommissioning waste is not considered in these assessments as the scheme is designed to be permanent.
- 3.1.33 Both parties agree that the estimation of predicted waste arising from construction of Land use class B8 (industrial buildings) uses the same conversion factor (waste benchmarking data from BRE).
- 3.1.34 Both parties agree that the estimation of predicted operational waste arisings for industrial units uses the same benchmark - 5 litres per m<sup>2</sup> of floor area (BS5906:2005).
- 3.1.35 Both Parties agree the key mitigation of impacts associated with construction waste is the implementation of a Site Waste Management Plan (SWMP) and a Construction Environmental Management Plan (CEMP).
- 3.1.36 Both parties agree that all potential residual waste management effects associated with the development(s) are assessed as not significant (i.e minor adverse or negligible). Additionally, both parties agree that the cumulative effects of waste generation would not be significant.

## **Ground conditions**

- 3.1.37 Both parties agree that in respect of both Northampton Gateway and Rail Central, there is no significant interaction between the developments with regards to risks to human health, plant life or Controlled Waters during the Operational Phase of the developments.
- 3.1.38 Both parties agree that in respect of both Northampton Gateway and Rail Central, subject to appropriate controls, there is no significant interaction between the

developments with regards to risks to human health, plant life or Controlled Waters during the Construction Phase of the developments.

### **Protective provisions**

- 3.1.39 Both parties agree that in order to manage the Interrelationship between both Rail Central and Northampton Gateway during construction and operation, Protective Provisions can be agreed between the parties within the Northampton Gateway dDCO.

## **3.2 Matters not agreed**

### **Sustainability and climate change**

- 3.2.1 Rail Central disagree that the Northampton Gateway DCO application addressed climate change in a manner appropriate to an EIA, and therefore insufficient information is provided to reach a conclusion on Northampton Gateway's climate change credentials.

### **Biodiversity**

- 3.2.2 Rail Central does not agree that a complete biodiversity assessment has been completed as part of the Northampton Gateway DCO application. As a result, sufficient confidence cannot be placed on the following conclusions reached in the Northampton Gateway assessment:

- 'In respect of the pond having a large population of Great Crested Newts (inside the Northampton Gateway site), there will be ecological connectivity with other existing ponds (or newly created ponds) sufficient to ensure long-term population viability.
- Potential suitability of commuting and foraging habitats for bats have been assessed and assigned as Negligible, Low, Moderate or High potential and therefore used to inform the number of bat activity surveys and automated/static detector surveys.
- Barbastelle bats will not experience more than a minor effect from loss of hedgerows used for commuting and foraging and that the conclusion that they will cross over the by-pass can be properly substantiated.
- The suggested translocation of County Importance hedgerows is a proven method and likely to be successful and that there is adequate mitigation for the loss of hedgerows and adjacent field margins. Mitigation for the loss of hedgerows (and associated field margins).

### **Waste**

- 3.2.3 Rail Central disagrees with the Northampton Gateway waste assessment on the basis that different waste classification (hazardous, non-hazardous and inert) has not been and should be considered in its assessment of impact.
- 3.2.4 Rail Central disagrees with the Northampton Gateway waste assessment on the basis that the assessment should consider waste generation from highways works.

### **Human health**

- 3.2.5 In respect of human health, Rail Central disagrees that all appropriate bodies have been consulted by Northampton Gateway. As part of the assessment. Rail Central consider that engagement should have been conducted with PHE, the DPH or public health teams (only local authorities) in bringing forward the proposals.

- 3.2.6 Rail Central considers that the human health assessment is unclear whether there is an employment or procurement strategy to ensure that health benefits stay as local as possible. Any such strategy will require a commitment as part of the DCO to allow its effects to mitigate any identified adverse health effects and therefore inform the residual effects within the EIA.
- 3.2.7 Rail Central disagree that the human health assessment is complete on the basis that the impact on healthcare capacity is not highlighted as an issue or assessed.

### **Compulsory Acquisition**

- 3.2.8 Rail Central does not agree to and objects to the acquisition of land/rights over Parcels 1/7 and 1/12. The Book of Reference [APP-075] identifies that Ashfield Land is a Qualifying Person in respect of Parcels 1/7 and 1/12 as beneficiary of an option agreement over the land dated 18 December 2014.
- 3.2.9 Parcels 1/7 and 1/12 form part of the land required for Rail Central and are within the Rail Central Order Limits. Rail Central requires this land to partially offset the loss of farm land, to provide landscape and visual impact mitigation in the form of woodland blocks and to allow the diversion of a public footpath as part of a wider public rights of way mitigation strategy.
- 3.2.10 It is the position of Rail Central that compulsory acquisition powers should not be granted in relation to these two Parcels unless both the ExA and Secretary of State are satisfied that the exercise of such powers would not prevent Rail Central from being developed in an acceptable manner. Northampton Gateway has not addressed the extent to which the subsequent grant of a DCO for Rail Central would comprise a risk or impediment to the implementation of Northampton Gateway, or whether or how those risks or potential impediments can be properly managed.

## **4. MATTERS STILL UNDER DISCUSSION**

### **4.1 Matters still under discussion**

- 4.1.1 We will provide further commentary on the dDCO upon review of the dDCO submitted at Deadline 2 of the Northampton Gateway examination.

## **5. AGREEMENT ON THIS SOCG**

- 5.1 This Statement of Common Ground has been jointly prepared and agreed by:

Name:

Signature:

Position:

On behalf of: Roxhill (Junction 15) Ltd

Date:

Name:

Signature:

Position:

On behalf of: Ashfield Land Management Limited and Gazeley GLP Northampton s.à.r.l.

Date:

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## **APPENDIX ONE**

### **OVERVIEW OF THE SCHEME**

[This provides a brief project description. It is a helpful way to focus the attention of the stakeholder, without them having to go back and review numerous documents.]

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**APPENDIX TWO  
CORRESPONDENCE**

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## Appendix 3: Tripartite SoCG between the Applicant, Rail Central Applicant and NRIL

## **Statement of Common Ground**

Relating to the Operational Compatibility of Northampton Gateway and Rail Central

- (1) Roxhill (Junction 15) Limited
- (2) Ashfield Land Management Limited and Gazeley Northampton s.a.r.l.
- (3) Network Rail Infrastructure Limited



**This Statement of Common Ground** is made on

[●]

**Between**

- (1) **Roxhill (Junction 15) Limited** referred to as ("**Northampton Gateway**");
- (2) **Ashfield Land Management Limited** and **Gazeley GLP Northampton S.à.r.l.** (together, Ashfield Land Management Limited and Gazeley GLP Northampton S.à.r.l. are referred to as "**Rail Central**");
- (3) **Network Rail Infrastructure Limited** ("**Network Rail**").

**1. Background and Scope**

- 1.1 Northampton Gateway are the promoters of an application for a SRFI DCO on a site located between the M1 (to the east) and the Northampton Loop Line ("NLL") (to the west). Rail Central are the promoters of an application for a SRFI DCO on land to the west of the NLL, opposite Northampton Gateway.
- 1.2 The Northampton Gateway DCO was accepted for Examination on 15 June 2018. Rail Central resubmitted a DCO application to the Planning Inspectorate on 29 October 2018 which was accepted for Examination on 15 November 2018.
- 1.3 This tripartite Statement of Common Ground has been prepared following the Procedural Decision of the Examining Authority, of the Northampton Gateway application, within their Rule 8 letter of 17 October 2018, for the purposes of addressing the operational compatibility between the Northampton Gateway and Rail Central projects.
- 1.4 It is stated within this Statement of Common Ground that further assessments are required by Network Rail which will further inform the position on operational compatibility. Therefore this Statement of Common is a reflection between the positions of the parties as at Deadline 3.

**2. Technical Compatibility**

- 2.1 Both Northampton Gateway and Rail Central include similar areas of land belonging to Network Rail within their respective Order Limits.
- 2.2 Rail Central's rail connections will run to their intermodal facility located parallel to the NLL on its western side. Northampton Gateway's rail connections will run to their intermodal facility located parallel to the NLL on its eastern side.
- 2.3 Both the SRFIs connect to the NLL, though from opposite sides and the point at which the crossings converge on the NLL is referred to in this Statement of Common Ground as "the southern connections".

Position of Northampton Gateway

- 2.4 Rail Central, in their Interrelationship Report (Appendix 3 to Written Representations of Rail Central (PINS Ref [ ]), at paragraphs 4.1 to 4.9, provide their views on compatibility of the two schemes. Northampton Gateway, based on an initial view of the application documentation recently submitted by Rail Central, do not agree that the two schemes as shown on the application plans are compatible.
- 2.5 Rail Central have stated in paragraph 3.2.1 of the Interrelationship Report that "Both Projects will be constructing new railway lines at the NLL to connect to their respective intermodal facilities. Configuration of connection points will be determined at detailed design stage in order to facilitate both connections".

- 2.6 However, Northampton Gateway consider that the physical layouts of the network connections shown on the respective rail plans submitted are incompatible with the positioning of the southern connections being in the same location. This is not a conflict which can be left to the detailed stage because the repositioning of the south connections for either scheme would result in the lengthening of the junction which may take a scheme beyond Order limits and have implications on capacity and pathing. This is because entry and exit times will be extended and the amount of wrong direction running will be increased, thereby blocking both the Up and Down Northampton Lines for longer. As at the time of writing Northampton Gateway were not aware of the existence of the drawing referred to in paragraph 2.11.

#### Position of Rail Central

- 2.7 Recent technical assessment of the respective main line connections onto the NLL (slow lines) indicates that an appropriate design solution can allow both sets of main line connections to be achieved within their respective order limits, without requiring any changes to the main line entry/exit speeds and adding less than 5 seconds of additional "wrong line" working for trains to and from the main line. It is considered that with detailed design the level of wrong line working could be further reduced. A common approach to signalling would allow both schemes to have the opportunity of higher speed entry and exit onto the main lines. Further information on track and signalling design will be provided following review with Network Rail referred to at Section 4 below.

#### Position of Network Rail

- 2.8 Network Rail has so far assessed the feasibility of the technical design of the SRFI proposals separately, in both cases to 'Grip Stage 2'. Network Rail has not yet undertaken any work to consider the technical compatibility of the two schemes together.
- 2.9 Network Rail understands that for each SRFI scheme to operate satisfactorily together both schemes may have to be redesigned at the southern connections.
- 2.10 In order for Network Rail to give its opinion as to whether the two schemes are compatible from a technical design point of view, in particular in relation to the physical layout and design of the southern connections, Network Rail will need to undertake a full feasibility study to assess the combined effects of the two schemes, at the relevant Applicant's cost, pursuant to a contract with one or both Applicants.
- 2.11 Network Rail received on 27 November 2018 a preliminary drawing from Rail Central, which purports to show how the southern connections could be designed to enable both schemes to come forward simultaneously. Network Rail needs to assess the work that needs to be undertaken before it will be in a position to assess the feasibility of the two schemes coming forward together.

### **3. Operational Compatibility**

#### Position of Northampton Gateway

- 3.1 Network Rail have advised that they do not have sufficient information to confirm its position on either technical capacity or operational capacity.
- 3.2 Northampton Gateway has provided information with its submitted application (and subsequently to Network Rail in terms of physical access, currently under consideration) which it believes confirms that the Northampton Gateway application is acceptable both in terms of its physical rail access and capacity in terms of train paths (Rail Reports Document 6.7 APP-377). The position on likely available train paths, as outlined in the Rail Reports, demonstrates that there are no capacity constraints in terms of freight paths which would prevent both schemes coming forward. The reference is Appendix 1 (Section 9) and Appendix 3 (Executive Summary) of the Rail Reports. The Applicant does not consider further work is needed to establish this.

- 3.3 Appropriate protective provisions for the benefit of Network Rail have been included in the Northampton Gateway dDCO, as referred to in the SoCG between NR and Northampton Gateway (Document 7.13). Those provisions provide Network Rail with extensive control over any development affecting its assets. Northampton Gateway believes those provisions are adequate to deal with any issues arising from other development affecting the railway occurring at the same time as Northampton Gateway. However, when Northampton Gateway receives the amendments to the protective provisions being sought by Network Rail, as referred to in paragraph 5.1 below, consideration will be given to the appropriateness of such changes and, if necessary, amendments will be included in the dDCO to be provided for Deadline 4.
- 3.4 Northampton Gateway have not been provided with any suggested additional protective provisions by Rail Central. As and when any actual provisions are suggested Northampton Gateway will consider the necessity for, and appropriateness, of those provisions.

#### Position of Rail Central

- 3.5 Rail Central have made detailed submissions relating to Operational Compatibility of Northampton Gateway within the Written Representation [REP1-029] (paragraphs 7.1 – 7.8). Rail Central submits that in terms of combined results of the work undertaken by Rail Central to date with Network Rail on mainline access and network capability for Rail Central, this has not identified constraints which would otherwise prevent all three SRFI (Northampton Gateway, Rail Central and DIRFT) from being able to operate satisfactorily in the way required by the Planning Act 2008 and NN NPS. Further work is now being undertaken with Network Rail involvement to provide additional information on the availability of main line capacity between London and the North West via the fast and slow lines.
- 3.6 It is considered by Rail Central that the co-ordination of construction of new railway lines to connect to the NLL and the respective Projects' intermodal facilities can be delivered through management by and with Network Rail. This can be secured through the protective provisions for Network Rail's benefit, which should be contained in both Projects DCOs.

#### Position of Network Rail

##### *Operational compatibility in respect of railway network capacity*

- 3.7 Network Rail has not undertaken, and has not received the relevant information, or funding, to enable it to undertake any work to assess the capacity of the railway network to accommodate both schemes.
- 3.8 Elements of each scheme may have to be redesigned to enable the schemes to be constructed and to operate.
- 3.9 In order to be able to assess capacity, Network Rail must first have assessed the technical design and compatibility of the two schemes.
- 3.10 The available paths on the railway network depend upon numerous factors including the speed at which trains can enter and leave the SRFIs: such speeds affect the railway timetable and, therefore, the capacity available on the wider network.
- 3.11 The speed at which trains can enter and leave the SRFIs is partly dependant on the internal configuration of the respective sites and the design of each connection to the railway.
- 3.12 Accordingly, in the absence of a detailed proposal to assess, Network Rail has so far been unable to comment on the capacity of the network to accommodate both schemes.
- 3.13 Network Rail will continue to liaise with the Applicants regarding any designs that they submit for validation.

*Technical operational compatibility*

- 3.14 In addition, again depending upon the results of the technical assessments referred to at paragraph 2.10 above, Network Rail will need to consider the operational compatibility of the two schemes from a technical point of view.
- 3.15 Network Rail is unable to validate the views expressed by Rail Central at paragraph 2.7, including Rail Central's statement that "an appropriate design solution can allow both sets of main line connections to be achieved within their respective order limits, without requiring any changes to the main line entry/exit speeds". In order to be able to express its views on these matters, further feasibility assessments will need to be undertaken and validated by Network Rail.

**4. Network Rail: Further Assessments Required**

- 4.1 Once the relevant contracts are in place and Network Rail has had an opportunity to consider the joint scheme currently only proposed by Rail Central, Network Rail will be able to give its opinion on the assessments that it will require to give its view on:
- (a) the compatibility of the two Projects in respect of design and construction, in particular the design of the southern connections;
  - (b) the capacity of the Rail Network to accommodate both Projects; and
  - (c) the operational compatibility of the two Projects.

**5. Protective Provisions for the benefit of Network Rail**

- 5.1 Network Rail does not agree with the view expressed by Northampton Gateway at paragraph 2.3 above that appropriate protective provisions for the benefit of Network Rail are included in Part 1, Schedule 13 to the dDCO submitted at Deadline 2 [REP2-006]. Network Rail has requested various amendments to the Network Rail protective provisions in its Deadline 3 submissions to the ExA. Network Rail considers these amendments to be crucial to the safe operation of the railway network.
- 5.2 Network Rail will also consider whether it needs to request that further protective provisions are included in the DCO once it has had an opportunity to review the effects of the both schemes coming forward.

**Signed** by [*full name of* )  
*individual signature*] )  
for and on behalf of )  
**Roxhill (Junction 15) Limited** )

\_\_\_\_\_  
\_\_\_\_\_

**Signed** by [*full name of* )  
*individual signature*] )  
for and on behalf of **Ashfield** )  
**Land Management Limited** )

\_\_\_\_\_  
\_\_\_\_\_

Signed by [*full name of* )  
*individual signature*] for and on )  
behalf of **Gazeley GLP** )  
**Northampton s.a.r.l** )

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\_\_\_\_\_

**Signed** by [*full name of* )  
*individual signature*] )  
for and on behalf of )  
**Network Rail** )  
**Infrastructure Limited** )

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Appendix 4: draft Protective Provisions for the benefit of Rail Central

## **DRAFT PPS TO BE INCLUDED IN THE NORTHAMPTON GATEWAY DRAFT DCO**

### **Application**

1. For the protection of Rail Central the following provisions of this part of this schedule have effect, unless otherwise agreed in writing between the undertaker and the RCU.

### **Interpretation**

2. In this part of this Schedule:

“authorised development” means the development described in Schedule 1 (authorised development) and any other development authorised by this Order, which is development within the meaning of section 32 (meaning of development) of the 2008 Act and any works carried out under the requirements;

“commence” means the carrying out of a material operation, as defined within section 155 of the 2008 Act (when development begins), as part of the authorised development unless the context indicates otherwise;

"Local Planning Authority" means South Northamptonshire Council;

“maintain” and “maintenance” include the ability and right to construct, use, repair, alter, inspect, renew or remove any Rail Central Works;

“Northampton Gateway” means the Northampton Gateway Rail Freight Interchange;

"Northampton Gateway Order" means the Northampton Gateway Rail Freight Interchange Order 201[X];

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the specified works to be executed;

"Property Agreement" means an agreement from the undertaker to grant the RCU all necessary rights over the undertaker's land to facilitate the development of Rail Central taking into account the matters in paragraph 5;

“PRoW works” means the construction, replacement, maintenance, repair, diversion, adjustment or alteration of public rights of ways and associated infrastructure within the specified works area;

"Rail Central" means the Rail Central Strategic Rail Freight Interchange as authorised by the Rail Central Order;

"Rail Central Order" means the draft development consent order for Rail Central or such development consent order made by the Secretary of State;

“RCU” means undertaker as defined within the Rail Central Order;

“Rail Central Works” means the works described in work numbers 1, 9, 10 and 12 at schedule 1 of the Rail Central Order;

“Rail Central Works area” means the land on which the Rail Central Works are undertaken;

"Public Rights of Way Strategy" means Rail Central document 7.6 as certified in the Rail Central Order;

"specified works" means the works described in work numbers 1, 6 and 11 at Schedule 1 of the Order;

"specified works area" means the land on which the specified works are undertaken.

### **Acquisition of land**

3. Regardless of any provision in this Order, the undertaker must not acquire any land interest or apparatus, or override or extinguish any easement or other interest, of the RCU otherwise than by agreement with the RCU.

### **Property Agreement**

4. No part of the authorised development may commence until either:

4.1 A Property Agreement has been concluded between the undertaker and the RCU in respect of the specified works sought to be commenced; or

4.2 the undertaker and the RCU have agreed in writing that no Property Agreement is required in respect of those specified works.

5. The Property Agreement must take account of and include:

5.1 the grant to the RCU of all interests in land and/or rights necessary for the RCU to construct and maintain the Rail Central Works;

5.2 the grant of any necessary easements reasonably required by the RCU to deliver Rail Central; and

5.3 the location of any PRow works and dedication of the PRow for public use.

6. The undertaker undertakes not to exercise any powers of the Order so as to materially impact on the implementation or use of Rail Central.

7. The undertaker undertakes to cooperate with the RCU and act reasonably in granting any necessary interests in land that relate to the Rail Central Works.

### **Notice of commencement**

8. The undertaker must give the RCU at least [6 months] prior written notice of its intention to commence the authorised development.

### **Phasing and approval of specified works**

9. The undertaker must not carry out the specified works other than in accordance with the Northampton Gateway Main Site Phasing Plan (document reference: Doc 5.2 – ES Fig 2.3, Revision [P6]), the [insert relevant Highway plan] and the [insert relevant Rail plan] (Document [XX]), without the prior written approval of the RCU (such approval not to be unreasonably withheld or delayed).

10. The undertaker must provide for the RCU's approval copies of any details submitted for the specified works in accordance with:

10.1 Requirement 8(2) of the Order;

10.2 Schedule 13, Part 1 of the Order (Protective provisions for protection of railway interests); and

10.3 Schedule 13, Part 2 of the Order (Protective provisions for the protection of Highways England).

11. The undertaker must not commence the specified works until the RCU has approved the details submitted in accordance with paragraph 10 (such approval not to be unreasonably withheld or delayed) and the specified works must be carried out in accordance with the details approved by the RCU unless otherwise agreed with the RCU.

### **Notice of works**

12. The undertaker must give the RCU at least eight weeks prior written notice of its intention to carry out or maintain any of the specified works detailing the nature of the works to be undertaken or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable together with details of the emergency works.

### **Co-operation**

13. Without prejudice to any other rights or obligations under this part of this schedule the undertaker must from time to time and as necessary keep the RCU informed of all relevant matters such that the undertaker and the RCU may seek to agree solutions to allow Northampton Gateway and Rail Central to successfully co-exist as far as reasonably practicable.

### **Access to works**

14. Subject to notice being given under paragraph [12] above the undertaker must—

14.1 at all times afford reasonable facilities to the RCU and its agents for access to any works carried out by the undertaker within a specified works area; and

14.2 supply the RCU with such information and plans as the RCU may reasonably require with regard to the specified works or the method of constructing them for approval prior to construction of those specified works (such approval not to be unreasonably withheld or delayed).

### **Construction of specified works**

15. Having complied with the notice requirements of this schedule, any specified works constructed by the undertaker must, when commenced, be constructed—

15.1 with all reasonable dispatch in accordance with the plans supplied by the undertaker under paragraph [14.2];

15.2 in such manner as to cause as little detriment as is reasonably practicable;

15.3 in such manner as to cause as little inconvenience as is reasonably practicable to the RCU, its officers and agents, except to the extent agreed by the RCU.

16. In the event that the undertaker commences the authorised development after the commencement of any of the Rail Central Works paragraphs [20 to 24] apply.

17. Where works undertaken by the RCU are altered, damaged or otherwise affected by the undertaker due to construction or maintenance of the authorised development, the undertaker must make good such works to the same condition as immediately prior to the commencement of the specified works unless otherwise agreed between the undertaker and the RCU.

### **Maintenance**

18. If at any time during a period of 12 months after the completion of a specified work not being a work vested in Rail Central, the RCU gives notice to the undertaker informing it that the state of maintenance of the authorised development appears to be such that it is causing or likely to cause

detriment, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put the specified work in such state of maintenance as not to cause such detriment.

### **Fees**

19. Except in the circumstances described in paragraphs [20 to 24] the undertaker is responsible for its own costs and fees that relate to the specified works and the RCU is responsible for its own costs and fees that relate to the Rail Central Works.

### **Making good and compensation**

20. If any detriment is caused by the construction or failure of the authorised development if carried out by the undertaker, the undertaker (if so required by the RCU) must make good such detriment and must pay to the RCU all reasonable expenses to which the RCU may be put, and compensation for any loss which the RCU may sustain, in making good or otherwise by reason of the detriment.

21. The undertaker must be responsible for and make good to the RCU all costs, charges, damages, expenses and losses not otherwise provided for in this part of this Schedule which may be occasioned to and reasonably incurred by the RCU —

21.1 by reason of the construction of a specified work or the failure of such a work; or

21.2 by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work; and subject to paragraph [20] the undertaker must effectively compensate the RCU from and against all claims and demands arising out of or in connection with any of the matters referred to in paragraphs [21.1] and [21.2] provided that the RCU is not entitled to recover any consequential losses from the undertaker.

22. The fact that any act or thing may have been done by the undertaker on behalf of the RCU or in accordance with plans approved by the both the undertaker and the RCU or in accordance with any directions or awards of an arbitrator does not (if it was done without negligence on the part of the RCU or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.

23. Nothing in paragraph [21] imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect, act, omission or wilful default of the RCU, its officers, servants, contractors or agents.

24. The RCU must give the undertaker reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand must be made without the prior consent of the undertaker.

### **Arbitration**

25. Any difference arising between the undertaker and the RCU under this part of this Schedule (other than a difference as to the meaning or construction of this part of this Schedule) shall be referred to and settled by arbitration in accordance with article [49] (arbitration) of the Order.