

**NORTHAMPTON GATEWAY RAIL FREIGHT INTERCHANGE TR050006**

**SCHEDULE OF QUESTIONS ON THE DRAFT DEVELOPMENT CONSENT ORDER**

**ISSUED 5<sup>TH</sup> FEBRUARY 2019**

Question No.	Person, in addition to the Applicant to whom the question is directed	Part of DCO	Drafting example (where relevant)	Question	Response
7	NCC, SNC, NBC	46(4) and Reqts 3(1)(g) and 8(2)(n)		These deal with advertisements in lieu of the normal advertisement control regime. Please will the County Council and RPAs say if they are content with the provisions and, if not, propose any modifications they feel are necessary, in accordance with the necessary policy tests?	The proposed advertisements are not within the boundary of Northampton Borough Council. No comment.
13	NCC, SNC, NBC	Reqt 3(4)	“unless the timing of the provision of the rail terminal is otherwise agreed in writing with the relevant planning authority”	To be an SRFI and therefore an NSIP the project must be capable of handling at least four goods trains per day. Please comment on why this wording is justified (or not). The ExA will wish to hear final submissions on this at ISH5	<p>Does this refer to Reqt. 3(3)?</p> <p>The documentation submitted with the application infers early delivery of the rail terminal prior to the occupation of any warehousing.</p> <p>The wording within requirement 3(3) still allows the relevant planning authority to consider the implications of the rail terminal being provided at a different stage.</p> <p>Part 2 – Principal Powers ‘Parameters of authorised development’, final paragraph allows</p>

					<p>control over any significant deviation from that which has been assessed under the Environmental Statement.</p> <p>It is noted that the DCO for the East Midlands Gateway at Reqt 2(3) allows for the occupation of 260,000 square metres of the rail served warehousing prior to the construction and availability of the rail terminal.</p>
14	NCC, SNC, NBC	Reqt 3(4)	Following the provision of the rail infrastructure no rail infrastructure must be removed which would impede the ability of the rail terminal to handle four goods trains per day unless otherwise agreed in writing by the relevant planning authority.	The ExA notes the Applicant's response to ISH3:2 and the comments on this in the Changes Tracker. The ExA is currently minded to include this Reqt 3(4), but is willing to hear arguments from the named parties in column 2 at ISH5. As the Applicant has set out its position already, it would be helpful to have the views of NCC, SNC and NBC in writing at Deadline 5, which may make the discussion at ISH5 on the dDCO on 13 March 2019 more focussed and shorter.	This requirement is agreed. No further comment.
24	NBC, SNC	Reqt 28	Employment	<p>1 Please will the relevant planning authorities state if they agree to these provisions, which derive from the earlier s.106 agreement.</p> <p>2 Please will the Applicant and relevant planning authorities comment on whether they consider this requirement would be enforceable, including enforcement against employers, bearing</p>	<p>It is considered that whilst it is entirely desirable that every effort is made to seek employment both during construction and operational phases from the local area, this requirement can only be on the basis of 'best endeavours'.</p> <p>The Council agree with the proposed 'definition' of employment scheme from the Applicant which would enable a degree of enforcement.</p>

				<p>in mind that employers will not necessarily be lessees or landowners.</p> <p>3 In relation to Reqt 28(2); there will be changes in the occupiers of each warehouse. Is it intended that new occupiers will be able to submit their own employment schemes? And what will be the position in cases where there is more than one occupier?</p> <p>4 Please will the Applicant give consideration to and comment upon SNC's proposed reqt, to be found at para 4 of their post ISH2 and 3 submissions [REP4-015]:</p> <p>'No development shall commence until a Local Employment and Training Strategy along with a timetable for its implementation and monitoring/reporting mechanisms has been submitted to and approved in writing by the Local Planning Authority. The Strategy shall set out initiatives to engage the local labour force and local businesses and to develop training opportunities in construction skills and logistics operations associated with the development. The approved strategy shall then be implemented. "Reason - In order to secure the promotion of employment opportunities to the local labour force and to support local based skills training to strengthen labour force skills and reduce unemployment."</p>	
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25	NBC, SNC	Reqt 29	Community Liaison Group (CLG)	<ol style="list-style-type: none"> <li>1. Please will the Applicant explain what the functions and duties of the CLG will be.</li> <li>2. If there is a breach of Reqt 29, against whom would enforcement action be taken? The ExA seeks the views of the Applicant, NBC and SNC.</li> <li>3. Please will the Applicant and relevant planning authorities comment on whether they consider these provisions would be fully and practicably enforceable as a requirement.</li> <li>4. When in the s.106 agreement, there was considerably greater detail about functions. The ExA appreciates that Reqt 29(3) is a powerful provision, but asks whether some skeleton of functions might not be helpful especially in case of dispute or enforcement.</li> </ol>	<p>It is agreed that a requirement for a Community Liaison Group is positive and necessary measure to ensure ongoing engagement with the local community, relevant local planning authorities and other relevant bodies.</p> <p>It is agreed that details of skeleton functions would be appropriate which, dependant on detail, and nature would allow a greater degree of enforceability of this requirement.</p> <p>Clarity should be provided as to the definition of the undertaker – is this Roxhill (the applicant)? It is assumed that the undertaker will establish the community liaison group, and therefore, it is envisaged that enforcement on not meeting the necessary requirement would be against the ‘undertaker’.</p>
29	NBC, SNC	Sch 2 Pt2	Applications and appeals under Reqts	<ol style="list-style-type: none"> <li>1. Is this the same as the form in Advice Note 15? If not, please can the Applicant explain and justify the changes?</li> <li>2. Why has para 3 on fees been removed? Comments from Applicant and the relevant authorities and any other "discharging authority" within this procedure are invited.</li> </ol>	<p>If para 3 from Advice Note 15 is not to be used, there needs to be some form of alternative wording/paragraph providing clarity on the application of fees in relation to approval of requirements and the process involved so the relevant planning authority and applicant are clear on the necessary procedures.</p>
31	NBC, SNC	Sched 2 Pt 2 continued (b)		<p>NBC have raised three points in their D4 post-hearing (ISH3) submission; firstly the timeframes for decision (42 days), secondly on the effect that will have on the</p>	<p>NBC recognise that this is more likely to predominantly be an issue for SNC as the relevant authority for the consideration of the majority of requirements.</p>

			<p>opportunity for consultation, and thirdly the 10 day period for requesting further information. SNC make similar submissions.</p> <p>Whilst the ExA appreciates that the timeframes are those set out in the Appendix to Advice Note 15, please will the Applicant comment and explain why the timeframes for applications pursuant to conditions on a planning permission are inappropriate, or might properly be adopted for this NSIP.</p>	<p>It is also recognised that the NSIP process is intended to speed up the development process, and the timeframes proposed are therefore as set out in Advice Note 15.</p> <p>However, some of the details required for submission for the requirements appear tantamount to reserved matters details and therefore, are likely to require a degree of consultation and discussion, the resolution of which may prove difficult in the timescales proposed.</p> <p>It is noted that Sched 2 Pt 2 paragraph 1(c) allows for a longer period to be agreed by the undertaker and discharging authority, however, this agreement is at the discretion of the undertaker.</p>
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