



NORTHAMPTON
GATEWAY
STRATEGIC RAIL FREIGHT INTERCHANGE

HEADS OF TERMS – PLANNING OBLIGATIONS

DOCUMENT 6.4

The Northampton Gateway Rail Freight Interchange Order 201X

Regulation No: 5 (2) (q)

HEADS OF TERMS – PLANNING OBLIGATIONS | MAY 2018

Eversheds Sutherland

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ROXHILL

**The Infrastructure Planning (Applications: Prescribed Forms and
Procedure) Regulations 2009 (as amended)**

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1. INTRODUCTION

1.1 An application is being submitted to the Planning Inspectorate pursuant to the Planning Act 2008 for a Development Consent Order (DCO) that will authorise the construction and operation of the Northampton Gateway Rail Freight Interchange, as more fully described in the application documents.

1.2 It is anticipated that (irrespective of other planning considerations) in order for the proposals to be acceptable, a Development Consent Obligation pursuant to section 106 of the Town and Country Planning Act 1990 (as amended by section 174 of the Planning Act 2008) will be required to govern various aspects of the development.

1.3 This document sets out the obligations that the applicant (Roxhill (Junction 15) Limited (“Roxhill”) feels are appropriate. It assumes that the obligations will be dealt with in a bilateral agreement. If that is not possible then they will be secured by a unilateral undertaking.¹

1.4 This document deals only with the substantive obligations and does not attempt to outline the legal and administrative provisions which will also be required to be included in any development consent obligation.

2. CONTEXT

2.1 The policy relating to requirements and planning obligations in relation to this type of NSIP is contained in the National Policy Statement for National Networks, at paragraphs 4.9 and 4.10,

¹ There is precedence for this. The obligations relating to The Daventry International Rail Freight Interchange Alteration Order 2014 SI 1796 were dealt with in a unilateral undertaking.

set out below. It is essentially the same as applies to planning applications under the Town and Country Planning Act regime.

“4.9 The Examining Authority should only recommend, and the Secretary of State should only impose, requirements in relation to development consent that are necessary, relevant to the development to be consented, enforceable, precise, and reasonable in all other respects. Guidance on the use of planning conditions or any successor to it, should be taken into account where requirements are proposed.

4.10 Planning obligations should only be sought where they are necessary to make the development acceptable in planning terms, directly related to the proposed development and fairly and reasonably related in scale and kind to the development.”

2.2 The advice in paragraph 4.9 in relation to requirements (planning conditions) is reproduced since it is the combination of requirements and the planning obligations which effectively govern the implementation of the DCO.

2.2 The guidance on planning conditions referred to in paragraph 4.9 makes it clear that, where there is an option of imposing a planning condition or dealing with the same control by a planning obligation then it should be dealt with by a condition. In this case, this means by a requirement.

2.3 These heads of terms should therefore be read in conjunction with the draft requirements inserted in Schedule 2 of the draft DCO (Document 3.1).

3. PARTIES

3.1 The land to be bound by the obligations is the majority of the land within the main SRFI site. This is sufficient land to secure the obligations. The entirety of the main site is within the administrative boundary of South Northamptonshire Council and Northamptonshire County Council.

3.2 It is suggested that the parties to the Agreement will therefore be:

- i. Members of the Wake family (the Owners) (1);
- ii. Roxhill (Junction 15) Limited (who have an option over the land) (2);
- iii. South Northamptonshire Council (3); and
- iv. Northamptonshire County Council (4)

4. OBLIGATIONS

4.1 The proposed obligations are set out below. As indicated above, to give a complete picture these need to be considered alongside the requirements. The obligations draw upon the Applicant's experience of similar obligations in connection with the East Midlands Gateway Rail Freight DCO.

Obligations to South Northamptonshire Council (SNC)

4.2 There will be an obligation to make available a **Community Fund** of [£] to the SNC in two instalments. Fifty percent on Implementation of the development and the balance upon occupation of the first warehouse to be occupied.

4.3 The fund will be available to Parish Councils through SNC for community projects.

4.4 There will be an obligation to submit and implement a scheme for the targeting of **local employment and training**. This will be in the form of a framework scheme initially and then a scheme to be agreed by individual occupiers at the time of their occupation.

4.5 The framework scheme will include:

- A recruitment/training programme with a focus on the South Northamptonshire Jobs Club
- Advertising jobs using Universal Jobmatch and liaison with Jobcentre Plus
- Engagement with local colleges and training providers
- Encouragement of contractors to adopt local sourcing to maximise supply chain benefits

4.6 There will be an obligation to establish and administer a **Community Liaison Group** involving the local authorities, local parish councils, local residents and other interested stakeholders in relation to the construction and operation of the development.

Obligations to Northamptonshire County Council (NCC)

4.7 There will be an obligation to establish a **Sustainable Transport Working Group** to discharge the functions of that group as set out in the Framework Travel Plan and Public Transport Strategy, including managing the monies referred to below. It will be formed of key stakeholders including NCC and Highways England

4.8 There will be an obligation to set up and manage the ANPR monitoring of HGV left out only and enforcement of it.

4.9 There will be the provision of a **Bus Services Fund** initially of

£750,000 with a reserve of £350,000 if needed.

4.10 There will be the payment of a **Travel Plan Monitoring Fee** of [£].

4.11 **Contributions to off site highway works** will be provided as follows:

i capacity improvement schemes at the A45 Queen Eleanor interchange and junctions along the A5076 between the A45 and the A5123. The contribution to be the sum of £650,000.00; and

ii a Knock Lane and Blisworth Road maintenance and minor works fund of £50,000.00 to be available in the event that the increased use of the road should expedite the need for maintenance or other remedial works.

4.12 The above monies will be payable/available upon the opening of the Roade Bypass to traffic.