

London to Corby TWAO Consultation
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Bovis Homes Limited Central Region
Bromwich Court
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19th December 2018

Dear Mr Boatman

REPRESENTATION REGARDING TRANSPORT AND WORKS ACT ORDER

The Department for Transport has passed to us your letter of objection to the proposed Order which has been given the reference OBJ/07. We understand your concern is that the reconstruction of Irthlingborough Road Bridge will compromise the ability of Bovis Homes Limited to construct the road known as Route 2.

As you are aware, Network Rail and Bovis Homes Limited are working together to deliver a number of schemes associated with the Stanton Cross development in Wellingborough, including the new Route 2 bridge, and works to enhance Wellingborough Station. Network Rail and Bovis Homes Limited have established a shared vision to not reconstruct Irthlingborough Road Bridge however this is frustrated by the fact the highway, for now, has to be permanently in place.

In this letter we outline how we believe our long term mutual interests are aligned and propose steps that will enable both Network Rail and Bovis Homes Limited achieve their goals for the Wellingborough area.

The main issues that we believe need to be considered are:

1. **Land needed by Network Rail to reconstruct Irthlingborough Road Bridge** – To reconstruct Irthlingborough Road Bridge, Network Rail require land that is owned either by Bovis Homes Limited or is in the ownership of Network Rail, subject to potential transfer to Bovis Homes Limited upon completion of Route 2 under an agreement dated 31st March 2017. The position of Bovis Homes Limited has consistently been that the reconstruction of Irthlingborough Road Bridge would hinder the constructability of Route 2.

Our evidence does not identify any impediment as to the constructability or town planning consents relating to Route 2 that cannot be remedied by minor amendment to the design.

We therefore propose that Network Rail cover reasonable costs for Bovis Homes Limited to undertake any redesign that may be required to accommodate the reconstructed

Irthlingborough Road Bridge. This includes any costs associated with amendments to the planning consent that has already been granted to Bovis Homes Limited for Route 2.

2. **Land needed by Bovis Homes Limited to construct Route 2** – Bovis Homes Limited will require land from Network Rail to construct Route 2 should Network Rail reconstruct Irthlingborough Road, using land that has been secured from Bovis Homes Limited. Bovis Homes Limited is concerned that if Network Rail is successful in its application for powers under the TWAO then the land they require may not be available.

We therefore propose that any land that has been secured from Bovis Homes Limited for the reconstruction of Irthlingborough Road Bridge which is not used for the reconstruction of Irthlingborough Road Bridge will be returned by Network Rail to Bovis Homes Limited upon completion of the work, under the Critchel Down rules.

3. **Permanent stopping up of Irthlingborough Road** – Bovis Homes Limited are in the process of applying for consent to permanently stop up Irthlingborough Road.

Network Rail will not need to reconstruct Irthlingborough Road Bridge should Bovis Homes Limited obtain the permanent stopping up by the 30th of November 2019. This is the last date that Network Rail can mobilise to site and commence reconstruction of Irthlingborough Road. There are two reasons for this

- a) to ensure that the reconstruction can be delivered within the funding constraints of the London to Corby Project.
- b) to align to the principles and the timing of a fixed contribution agreement between Bovis Homes Limited and Network Rail to construct Route 2 with the opportunity of industry savings due to the avoidance of reconstructing Irthlingborough Road Bridge. Beyond this time Network Rail would have to commit funding to the Irthlingborough Road reconstruction and this will erode the industry savings associated with not reconstructing the bridge, therefore making it less viable as an opportunity to save money.

In considering the above points we propose the following:

1. In return for Bovis Homes Limited withdrawing its objection (ref: OBJ/7), Network Rail will not exercise its powers of compulsory acquisition in respect of the plots of land that are currently owned by, or will transfer to, Bovis Homes Limited upon completion of Route 2, provided that the permanent stopping up of the highway at Irthlingborough Road bridge is secured by Bovis Homes Limited by 30th November 2019.
2. Should the consent for stopping up the highway be refused, or the stopping up not be secured by 30th November 2019 then Network Rail will have to reconstruct Irthlingborough Road Bridge. Network Rail will commit to reimbursing Bovis Homes Limited for any additional costs associated with the minor redesign and, if necessary, resubmission for Planning Consent that relate to the construction of Route 2.
3. Upon completion of the reconstruction of Irthlingborough Road Bridge, Network Rail will return any land that has been acquired under compulsory acquisition for the reconstruction of Irthlingborough Road Bridge and has not been transferred to the highway authority to Bovis Homes Limited.

4. In exercising powers at Irchester Viaduct Network Rail will not interfere with rights of access for Bovis Homes Limited under the Viaduct.

We believe the approach outlined above provides sufficient opportunity to enable both parties to realise the benefits associated with not reconstructing Route 2. At the same time, we believe this provides sufficient safe guards to protect the position of both parties that if stopping up is not granted, both Irthlingborough Road Bridge and Route 2 can be reconstructed.

We look forward to learning your position.

Yours faithfully

A handwritten signature in black ink, appearing to read 'R. D. John'.

Richard John
Head of Environment and Consents
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