

**BJ FRADLEY**

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**STATEMENT ON MIQs MATTER 6 – HOUSING ALLOCATIONS IN RESPECT OF  
NEWCASTLE UNDER LYME LOCAL PLAN EXAMINATION**

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## 1. Introduction

- 1.1 This statement is submitted on behalf of Mr BJ Fradley ("BJF") in respect of the land at Red Street and High Carr Farm ("the Site") which is allocated as CT1 in the draft local plan.
- 1.2 BJF is the owner of 85% of the Site with the remaining 15% being owned by the Baskeyfield family. BJF and the Baskeyfields (together referred to as the "Owners") have signed a statement of common ground with the Borough Council dated 17 March 2025 ("the SOCG"). A copy of the SOCG is attached to this statement.
- 1.3 This statement has been submitted on behalf of BJF to supplement the SOCG and to address the Inspector's Matters, Issues and Questions ("MIQs") identified in matter 6 insofar as they relate to the Site.
2. The Inspector has identified at 6.3 of Matter 6 the following MIQ "Are the sites allocated for housing sound,?" by reference to six questions.

### (a) Have the Site constraints been appropriately taken into account in the allocation of the Site?

BJF confirms that that is the case. In particular various technical assessments/studies have been undertaken by BJF on behalf of the Owners in support of the allocation of the Site. Copies of these have been provided to the Borough Council during the preparation of the Local Plan. These include in particular:-

- (i) a ground conditions technical note;
- (ii) transport appraisal;
- (iii) outline ecology/biodiversity assessment;
- (iv) drainage technical note.

(i)The ground conditions technical note has been prepared by Wardell Armstrong and addresses mining and ground related development constraints (including contamination) given the previous history of the Site. The technical note concludes that the Site is deliverable for the residential development proposed in the plan period. Whilst potential contaminated land and land stability issues are anticipated in association with the Site, Wardell Armstrong have advised that *"well practised and effective mitigation measures are available to facilitate the safe and successful construction of the residential development"*.

(ii)The transport appraisal by SCP has informed the access arrangements contained in policy CT1. The appraisal concludes that there are a range of options available capable of supporting the allocation and that the access arrangements will be the subject of a detailed assessment as part of a transport assessment submitted at the time of any planning application.

(iii)The outline ecology/biodiversity assessment prepared by Haslam Ecology has included an outline assessment of the on-site habitats and key species. It provides an outline mitigation strategy and concludes that 10% biodiversity net gain can be achieved on-site.

(iv) The drainage technical note has been prepared by Wardell Armstrong and identifies potential drainage options for the Site.

BJF submits that, on the basis of the technical studies/assessments submitted in support of the allocation together with the Borough Council's own assessments and feedback from key stakeholders, the Site constraints have been appropriately taken into account in the allocation of the Site.

**(b) Are the various requirements set out in the policy clear, justified and effective?**

It is submitted that on the basis of the technical assessments/studies that the various requirements set out in the policy for CT1 are based on a sound evidential basis and are therefore justified and effective.

**(c) Have the indicative yield, development mix and viability considerations been adequately addressed?**

The SOCG sets out a delivery trajectory for the Site. This has been prepared on the basis of the technical advice provided for the Site and demonstrates that the Site and the CT1 allocation is deliverable within the plan period. That technical evidence is also supported by the strong market interest which the Owners have received from the development industry.

**(d) Is there robust evidence that the assumptions regarding the infrastructure required for the development are realistic and that it will be deliverable?**

As above, the allocation of the Site is supported by robust technical and professional assessments which have concluded that the Site is deliverable with the required infrastructure. That conclusion is supported by the Borough Council's own evidence and the feedback from key stakeholders.

**(e) Is there evidence that the development of the allocation is viable and developable during the plan period?**

The various technical/professional assessments have all been undertaken to ensure that a viable and deliverable development of the Site can be achieved and have concluded that that is the case. Those conclusions are corroborated by the strong market interest that the Owners have received from the house building industry in the Site.

**(f) Are there any omissions in the policy, and is it sufficiently flexible? Where applicable, are the main modifications suggested to the policy necessary to make the plan sound?**

BJF does not consider there are any omissions in the policy and that the policy is appropriate and justified.

## **Conclusion**

As set out in the SOCG, the Owners and the Borough Council are in complete agreement that the CT1 site is available, suitable and deliverable. Those conclusions are based on the professional and technical advice commissioned on behalf of the Owners and the findings of

the Borough Council's own evidence base/assessments. BJB on behalf of the Owners therefore supports the Borough Council in its allocation of the CT1 site.



**Statement of Common Ground between Newcastle-under-Lyme Borough Council, Mr Fradley represented by Grant Anderson (Hill Dickinson) and EM Baskeyfield, N.Baskeyfield and TN Baskeyfield**

**Regarding Site Allocation: Land at Red Street and High Carr Farm, CT1**

**Newcastle-Under-Lyme Local Plan (2020-2040)**

**1. Parties Involved**

- Newcastle-under-Lyme Borough Council (NULBC)
- Mr Fradley represented by Grant Anderson (Hill Dickinson)
- EM Baskeyfield, N.Baskeyfield and TN Baskeyfield

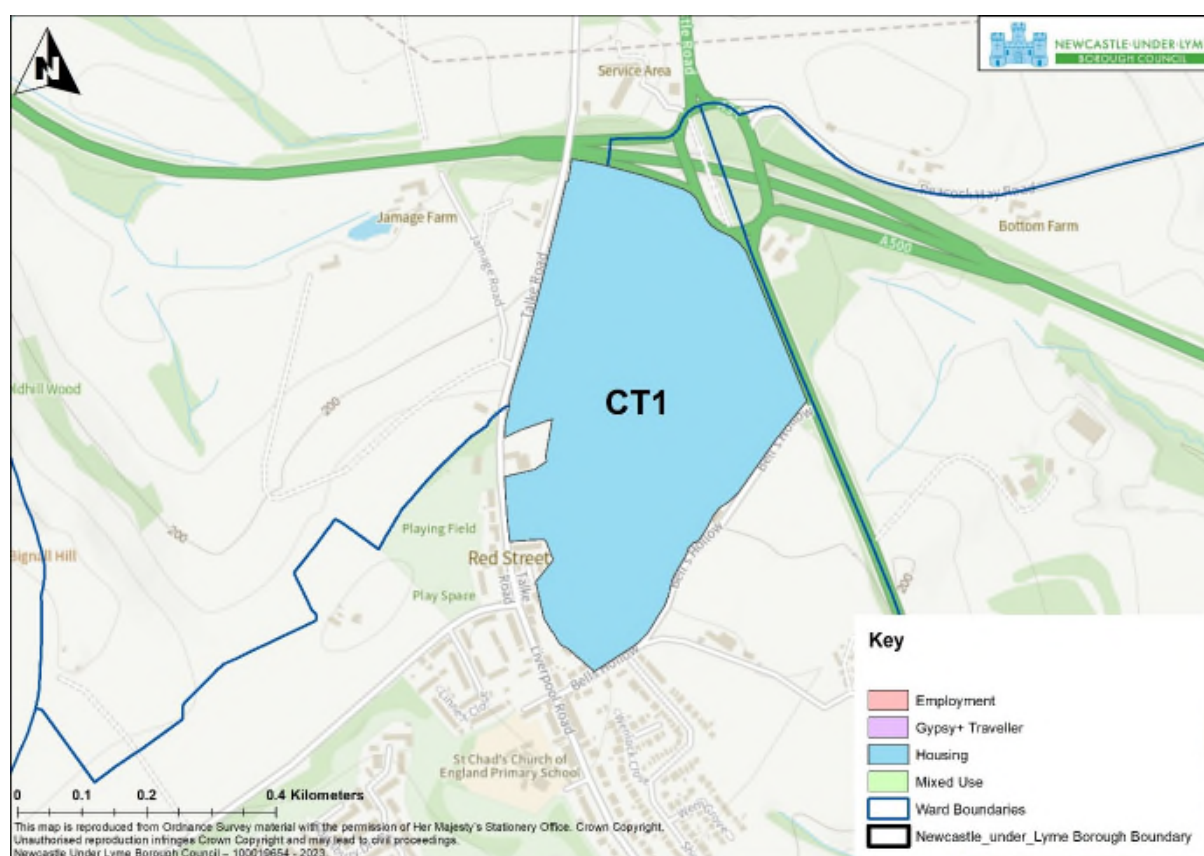
**2. Introduction**

- 1.1 This Statement of Common Ground (SoCG) has been prepared by Newcastle-under-Lyme Borough Council (The Council) and the owners of the Site (as set out in paragraph 1.2 below)(the “Owners”) in relation to the proposed allocation in the Local Plan.
- 1.2 Mr. Fradley is the owner of approximately 85% of the allocated site with the remaining 15% owned by EM Baskeyfield, N.Baskeyfield and TN Baskeyfield (the “Baskeyfields”).
- 1.3 This statement identifies areas of common ground between parties in respect of the allocation of the site in the Local Plan.

**3. Site Details**

- 2.1 Site Name: Land at Red Street and High Carr Farm
- 2.2 Site Address: Land at Red Street and High Carr Farm
- 2.3 Site Allocation Reference: CT1
- 2.4 Site Area: 22.69 hectares.
- 2.5 Site Location Plan: See Figure 1 below.
- 2.6 Proposed development - The Site is allocated for residential development in the Newcastle-under-Lyme Borough Council Final Draft Local Plan 2020-2040, comprising approximately 530 dwellings.

Figure 1: Site Boundary Plan for CT1



#### 4. Key Policy Requirements

- 4.1 The development of the site will be carried out in accordance with the requirements of Policy CT1 and other relevant policies in the Local Plan.

#### 5. Site Availability and Deliverability

- 5.1 The Owners have promoted the site with the benefit of professional and technical advice from a team of consultants including planning, highways, ground conditions, coal mining, infrastructure, ecology.
- 5.2 The Owners confirm that the allocated site will be made available for development within the Plan period (2020-2040).
- 5.3 The Owners confirm that there are no known legal or ownership impediments to development on the allocated site that would prevent delivery within the plan period.
- 5.4 The Owners have received considerable market interest from housebuilders and developers who are keen to work with the Owners to bring the site forward for development.
- 5.5 The Owners consider that the proposed development is deliverable, having regard to currently identified site-specific constraints, policy requirements, and the findings of the Council's evidence base. The Owners will work with the Council and other relevant

stakeholders to ensure that the necessary access, utilities and infrastructure are delivered in a timely manner to support the phasing of development.

- 5.6 The Owners confirm that they will continue to work collaboratively with the Council, statutory consultees, and the local community to ensure that the development is delivered in a timely and efficient manner.

## 6. Delivery Trajectory

- 6.1 The Owners have provided an indicative trajectory for the delivery of development on the allocated site, as set out below and based on current assumptions and technical advice/information and market interest.
- 6.2 The anticipated delivery trajectory for the proposed development is shown in the table below on the basis of the following assumptions: -

1. Local Plan - The draft local plan is adopted by the end of 2025.

2. Planning process (up to consent) - To allow for the necessary surveys and application process to be undertaken through to determination - 12-15 months

3. Detailed design & pre-construction phase - To include negotiation and design of adoptable assets (roads / drainage etc) and services diversions, procurement of contractors etc. – 12-18 months (of which 9-12 months post consent).

4. Enabling works package - The site is anticipated to require a scheme of earthworks to form developable gradients and/or development parcels and to construct new spine road infrastructure. A period of some 12 – 18 months would likely be required post consent for this work to be scoped/designed, tendered and undertaken. It is anticipated that some of this work could be undertaken in parallel to construction of new homes in the initial phase(s) where only limited earthworks and new infrastructure would be required.

5. New homes build-out - On the basis of experience with national housebuilders on similarly large developments, it would be fairly typical for between 30 and 50 units a year to be completed per housebuilder. For a site of c530 units, it is anticipated that more than one housebuilder would be on site thereby increasing build rates to c100 per year.

On the basis of the above it is anticipated that new dwellings would come on stream in year three of the programme with 30 dwellings being delivered in 2028 increasing to c100 dwellings in years 2029 to 2033.

Site Ref and Location	2024/25	2025/26	2026/27	2027/28	2028/29	2029/2030	2030-2035	2035-2040	Total
CT1	0	0	0	30	100	100	300	0	530

- 6.3 It is acknowledged that the delivery trajectory is indicative and may be subject to change, depending on factors such as detailed site investigations, market conditions, and the timing of planning approvals.

## 7. Further Assessments

- 7.1 It is agreed that detailed technical assessments will be required to support any future planning application for the Site. These assessments will be carried out in accordance with relevant legislation, national policy and guidance, and best practice.

## 8. Areas of Agreement

- 8.1 The Council and the Owners agree on the following matters:
  - The principle of developing the Site for residential development in accordance with the allocation in the emerging Local Plan.
  - The site boundaries as defined on Figure 1.
  - The proposed development is in accordance with the broad principles of relevant policies of the Local Plan and other material considerations subject to detailed consideration through a planning application.
  - The Site is available and deliverable within the Plan period.
  - The specific requirements of policy CT1 are appropriate and justified.

## 9. Areas of Disagreement

- 9.1 None.

### Signatures

Signed on behalf of Newcastle-under-Lyme Borough Council:



Name: Allan Clarke

Position: Planning Policy Manager

Date: 17.03.2025

Signed on behalf of Mr Fradley:



Name: GRANT ANDERSON

Position: PARTNER

Date: 17/03/2025



Signed on behalf of the Baskeyfields:



Name: NEVILLE BASKEYFIELD

Position: Partner

Date: 15/03/2025