



PRE-INQUIRY NOTE

This note sets out points for consideration by the parties in advance of the event in the interests of clarity and/or making most efficient use of Inquiry time.

SCOPE OF EVIDENCE

The Inspector has read both the Affordable Housing Proof of Evidence submitted on behalf of the appellant and the Statement of Common Ground (Housing) agreed by the main parties. On the basis of the extent of common ground that prevails and his clear understanding of this matter, the Inspector considers that there shall be no need for further discussion at the Inquiry in this particular topic area.

CORE DOCUMENTS

The Inspector has noted an agreed draft Core Documents List and reference made within email correspondence to a dedicated webpage being created. However, the parties should be aware that the Inspector has not yet been able to obtain access to the Core Documents. Can details of how to obtain access please be provided to PINS as a matter of priority.

PLANNING OBLIGATION

The Inspector has viewed the agreed final draft of the planning obligation, which was submitted on 2 April 2025, and he raises the following points without prejudice.

It could be the case that the following paragraphs should refer to obligations contained in Schedules 2 to 5 (as opposed to 2 to 4): 4.2 and 5.1.1 on page 6, and 11.1.2 on page 8.

It could be that Schedule 1 on page 13 requires amendment to reflect that Education falls under Schedule 5 as opposed to Schedule 2.

It could be that paragraph 3.2 of Schedule 2 on page 17 requires omission on the basis that it does not fall under Schedule 5 and/or does not fully align with other education-related clauses found elsewhere in the agreement.

It could be the case that the definitions of 'Springfield Primary School' and 'West Park Secondary School' within Schedule 5 on page 31 require amendment. For example, in the interests of ensuring that pupil space availability was to be tested in fair and reasonable terms, there may be merit in giving consideration as to whether specific alternative educational establishments ought to be referred to (as opposed to other such schools agreed with the Owner). It should also be noted that paragraphs 3.2 and 3.3 of the same Schedule already offer flexibility in terms of where contributions could be directed. For the avoidance of doubt, the agreement's education-related clauses shall be discussed during the Planning Obligation roundtable.

At the same roundtable session, clarity shall be sought as to why the Health Care contribution is not secured on a per-unit basis.

CONDITIONS

The Inspector has had view of a draft list of suggested conditions, which should – if not already – be assigned a Core Document reference number.

He has noted without prejudice that the last two of four conditions suggested by the Derbyshire Wildlife Trust in its consultation response (CD 2.10) would appear absent from the draft list provided.

He has also noted that, as part of draft Condition 17, it could be considered that improvement works to a specified public right of way are not precisely defined.

These matters shall be covered during the Conditions roundtable.

Andrew Smith

INSPECTOR

8 April 2025