

IN THE MATTER OF THE NETWORK RAIL (HUDDERSFIELD TO
WESTTOWN (DEWSBURY)) IMPROVEMENT ORDER 20[XX]

LETTER OF OBJECTIONS
ON BEHALF OF WAKEFIELD SAND AND GRAVEL LTD

To the Secretary of State for Transport c/o Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR (e-mail: transportinfrastructure@dft.gov.uk).

These are the objections of Wakefield Sand and Gravel Ltd (“the Objector”) to the Network Rail (Huddersfield to Westtown (Dewsbury)) Improvement Order 20[XX] (“the Order”). The Objector has business interests which will be seriously affected by the project underlying the Order.

The address of the Objector is c/o the name and address of the writer of this letter.

The Objector’s business is the extraction, processing and sale of high quality sand and gravel. Its principal directors and shareholders also own or have related interests in Hargreaves GB Ltd, Newlay Readymix Ltd, Newlay Concrete Ltd and Newlay Asphalt Ltd (“the Dewsbury Companies”). The Dewsbury Companies operate on a site at Dewsbury (“the Dewsbury Site”) and on all or several of the following plot numbers identified in the land acquisition plans and the Schedule as those sought to be compulsory acquired from Dewsbury Companies, namely Plot Nos. 19-024, 21-013, 21-018, 21-

019, 21-020, 21-020a, 21-020b, 21-022 and 21-023, and also 19-011, 19-029, 21-001, 21-002, 21-003, 21-004, and 21-015 (“the Plots”).

The Objector (currently non-trading) company has recently obtained planning consent to extract 1.6 million tonnes of high quality sand in Wakefield – some 6 miles from the related manufacturing businesses of the Dewsbury Companies on the Dewsbury Site. The sand and gravel will be transported by barge and will be taken to the Dewsbury Site and offloaded directly into the site. The material is essential as it is cost-effective and the Objector has certainty of supply. If the businesses of the Dewsbury Companies on the Dewsbury Site are extinguished, the Objector would have to take the material to an alternative site and incur significant depot and additional forward transport costs. We expect to commence extraction in spring 2022

The Objector has or will employ some 10 employees. It will have some 10 sub-contract hauliers. All concerned live or will live locally, and if the Order is confirmed and the underlying project is carried out, jobs and contracts for these employees and contractors will not be created, or if any are created, they will have to be terminated.

By reason of the above interests of the Objector, the Objector makes the following objections to the Order.

1. The use of compulsory purchase powers is unnecessary and no compelling case has been made to acquire all the land specified in the Plots as the same is not necessary for the Order as the project underlying the Order can be achieved without the acquisition of all of the Plots.

2. The Order fails to consider that the acquisition of the Plots will mean that a viable business like that of the Objector will have to cease and all employees and other operatives will be dismissed or have their contracts terminated, the majority live or are likely to live in the local community. This is contrary to the advice underlying *Compulsory Purchase Process and the Crichel Down Rules: Guidance* (MHCLG July 2019) at paras 12. 13 and in particular 19. The termination of these contracts and employments will have an economic impact on the local community.


3. The acquisition of the Plots will effectively extinguish viable businesses on the Dewsbury Site, as well as that of the Objector, in the construction manufacturing sector, the Objector will have to transport its products greater distances. It will not be able to relocate the Objector's business.

4. Contrary to the advice in Section 9 of the NPPF to promote sustainable transport (paras 102(d) and 108(c)), the effect of the acquisition and any relocation of the businesses of the Dewsbury Companies on the Dewsbury Site, and the serious adverse effect on the Objector's business, if any such relocation is possible, will be to extend journey distances and times to meet the business requirements of existing customers from alternative sources which will be many miles away.

5. Contrary to the advice in the NPPF at section 17 (para 204(e)) to safeguard existing sites for the processing of minerals, the manufacture of concrete and concrete products, and the processing and recycling of secondary aggregate material, the acquisition of the whole of the Plots will cause such activities on the Dewsbury Site to cease or be severely curtailed.

6. The Order fails to have regard to the Planning Practice Guidance (Minerals) of the Department of Housing, Communities and Local Government, para 006, ref ID:27-006-20140306, that planning authorities should safeguard existing storage, handling and transport sites, and accordingly the Network Rail is failing to ensure that the land used by the Objectors, and not essential for the Order, will remain available for existing purposes.

7. The use of compulsory purchase powers is unnecessary and no compelling case has been made to acquire all the land sought to be acquired from the Objector as Network Rail has failed to minimise the acquisition of land contrary to the advice in *Compulsory Purchase Process and the Crichel Down Rules: Guidance* (MHCLG July 2019). Network Rail has gone beyond what is necessary or essential.

SIGNED: ... 
DATED: ... 17/5/21

IN THE MATTER OF THE NETWORK RAIL (HUDDERSFIELD TO
WESTTOWN (DEWSBURY)) IMPROVEMENT ORDER 20[XX]

WITNESS STATEMENT OF David Michael Beaumont

I, *David Michael Beaumont* of *2, Hayfield Close, Scholes, Holmfirth, Huddersfield, HD9 1XQ* make this witness statement in support of the Objections made by Wakefield Sand & Gravel Limited to the Network Rail (Huddersfield to Westtown (Dewsbury)) Improvement Order 20XX (“the Order).

My Role

1. I am a shareholder and managing director. I have been involved since the business was formed in 2020. I have known the locality and the land to be compulsorily acquired or used since 1985.

Land proposed to be used by the Company

2. Plot Nos. 19-024, 21-013, 21-018, 21-019, 21-020, 21-020a, 21-020b, 21-022 and 21-023, and also 19-011, 19-029, 21-001, 21-002, 21-003, 21-004, and 21-015

Description of business of the Company, and use made of the land to be acquired

3. Wakefield Sand & Gravel is a newly-formed company, currently non-trading. In January 2021 it won planning consent to extract 1.6 million tonnes of high quality sand and gravel from a site at Wakefield. The material will be transported from the quarry in Wakefield by barge, and it was our intention to

transport the material to the site at Thornhill occupied by Newlay Readymix Limited, Newlay Concrete Limited and Newlay Asphalt Limited. If the proposed works go ahead, we will be unable to do this.

4. 10 people will be employed by the Company.
5. The material would be offloaded from the barge, alongside the works, via a clam-shell excavator, loading into a bucket conveyor and into the site. The customers would be related companies (Newlay Concrete, Newlay Readymix and Newlay Asphalt) and some 3rd party customers by bulk tipper lorries.

Effect of the proposed compulsory acquisition

6. The business could not operate.
7. An alternative wharf has been identified at Kellingley Colliery – some 24 miles from the Dewsbury site.
8. In WSG, we would hope there would be no job losses. However, the increased costs to the related companies (approx. £350K per annum) would put up to 15 jobs at risk.
9. The potential profits of the Company would be approximately £350K per year for 11 years. There will be site establishment costs of approx. £75K.

Land unnecessarily proposed to be acquired

10. As I understand the plans and plots, the following plots are not necessary for the proposed railway line itself: 21-013, 21-018, 21-022, 21-023, 19-029, 21-001, 21-002, 21-003.

History of any engagement

11. Wakefield Sand & Gravel Limited instructed Lupton Fawcett LLP to act on its behalf in respect of this matter. Lupton Fawcett LLP attended a public consultation on 13 October 2020 regarding the proposals for the Trans-Pennine upgrade and also met David Vernon of Carter Jones on 5 November 2020, who is managing the Network Rail project. There has been an open dialogue of correspondence between Lupton Fawcett LLP and Network Rail since early 2021.

Network Rail were made aware on 27 May 2021 by email of the recent planning permission that Wakefield Sand & Gravel Limited won in February 2021. The planning permission is vital to the future raw material supply at Newlay Concrete Limited, Newlay Asphalt Limited and Newlay Readymix Limited.

A virtual meeting took place on 1 July 2021 with Network Rail, Lupton Fawcett LLP and Wakefield Sand & Gravel Limited.

12. In consequence of the meeting on 1 July 2021, and further research by Richard Asher FRICS, our surveyor, I first became aware of the design options for the proposed scheme near Raventhorpe Station.

I have no record of any engagement with the Company regarding the “fly over” or “dive under” design options for the railway near Raventhorpe Station. If I had been consulted, I would have pointed out the serious consequences to the Company of the acquisition of land for the “fly over” option, as the Company's business would have to cease, as relocation is unlikely or impossible. I understand that all the land to be acquired from the Company at Calder Road, would not have been necessary for the ‘dive under’

option, the only land required would have been a small area at the west end, which would not have affected the business. I am advised that the Company should have been consulted about these options. I am very annoyed that the Company was not consulted, and it is possible that had Network Rail considered the cost and other consequences of the acquisition of land for the 'fly over' option, it might have chosen the 'dive under' one.

SIGNED:

... 

DATED:

... 6/7/21