

Representation Form for Local Plans



Local Plan Publication Stage Representation Form

Ref:

(For
official
use only)

**Name of the Local Plan to which
this representation relates:**

Rugby Borough Council Proposed
Submission Local Plan

Please return to Rugby Borough Council by 5:00pm Friday 13th March 2026
By email to: localplan@rugby.gov.uk with **Proposed Submission Consultation**
in the subject line, OR by post to: Development Strategy, Town Hall, Evreux
Way, Rugby, CV21 2RR.

This form has two parts –

Part A – Personal Details: need only be completed once.

Part B – Your representation(s). Please fill in a separate sheet for each
representation you wish to make.

Part A

1. Personal Details*

**If an agent is appointed, please complete only the Title, Name and Organisation boxes below (if applicable) but complete the full contact details of the agent in 2.*

2. Agent's Details (if applicable)

| | | |
|------------------------------------|---|---|
| Title | <input type="text" value="Mr"/> | <input type="text" value="Mr"/> |
| First Name | <input type="text" value="Steve"/> | <input type="text" value="David"/> |
| Last Name | <input type="text" value="Tayton"/> | <input type="text" value="Coles"/> |
| Job Title (where relevant) | <input type="text"/> | <input type="text" value="Architect / Director"/> |
| Organisation (where relevant) | <input type="text"/> | <input type="text" value="HB Architects"/> |
| Address Line 1 | <input type="text" value="[REDACTED]"/> | <input type="text" value="The Old Telephone Exchange"/> |
| Line 2 | <input type="text" value="[REDACTED]"/> | <input type="text" value="32-42 Albert Street"/> |
| Line 3 | <input type="text" value="[REDACTED]"/> | <input type="text" value="Rugby"/> |
| Line 4 | <input type="text" value="[REDACTED]"/> | <input type="text" value="Warwickshire"/> |
| Post Code | <input type="text" value="[REDACTED]"/> | <input type="text" value="CV21 2SA"/> |
| Telephone Number | <input type="text" value="[REDACTED]"/> | <input type="text" value="[REDACTED]"/> |
| E-mail Address (where relevant) | <input type="text" value="[REDACTED]"/> | <input type="text" value="[REDACTED]"/> |

Part B – Please use a separate sheet for each policy or site you wish to comment on

Name or Organisation:

3. To which part of the Local Plan does this representation relate?

| | | | | | |
|----------------------|----|-------------------|--|--------------|---------------------|
| Local Plan Paragraph | | Local Plan Policy | | Policies Map | Housing Allocations |
| Site ID | 93 | | | | |

4. Do you consider the Local Plan:

| | | | | |
|--|-----|-------------------------------------|----|-------------------------------------|
| (1) is Legally compliant | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| (2) is Sound | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| (3) complies with the Duty to co-operate | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

5. Please give details of why you consider the Local Plan is not legally compliant or is unsound or fails to comply with the duty to co-operate. Please be as precise as possible.

If you wish to support the legal compliance or soundness of the Local Plan or its compliance with the duty to co-operate, please also use this box to set out your comments.

The applicant submitted a planning application in 2024 R24/0402 which was refused for flooding and impact on the green belt. The decision incorrectly did not state the site was 'grey belt' land and was not properly assessed in this nature. The site was submitted for the housing land allocation and was assessed under Site Reference 93, which was discounted due to flood risk.

There is a long history with regard to planning and the flood risk on this site which is subject to the court judgement. The adjacent Fraser Group application will remove one of the cited reasons why flooding occurs on the site. Severn Trent Water are due to remove the box culvert as part of sewerage upgrades which will remove the other cited reasons for flooding on the site. Therefore the reason for discounting this site due to flood risk is erroneous. In addition to this the incorrectly designation of not classifying the site as 'grey belt' land.

(Continue on a separate sheet /expand box if necessary)

6. Please set out the modification(s) you consider necessary to make the Local Plan legally compliant and sound, in respect of any legal compliance or soundness matters you have identified at 5 above. (Please note that non-compliance with the duty to co-operate is incapable of modification at examination). You will need to say why each modification will make the Local Plan legally compliant or sound. It will be helpful if you are able to put forward your suggested revised wording of any policy or text. Please be as precise as possible.

The site allocations assessment on site 93 needs to be carried out to assess this with no flood risk and as grey belt land. The applicant notes this is a suitable site for local housing where none others existing within Ansty.

Given the Fraser Group development will progress some local housing adjacent will be needed and the site should be assessed as such.

The outcome the applicant wishes is the site to properly assessed and be allocated as housing land in the new local plan.

(Continue on a separate sheet /expand box if necessary)

Please note: In your representation you should provide succinctly all the evidence and supporting information necessary to support your representation and your suggested modification(s). You should not assume that you will have a further opportunity to make submissions.

After this stage, further submissions may only be made if invited by the Inspector, based on the matters and issues he or she identifies for examination.

7. If your representation is seeking a modification to the plan, do you consider it necessary to participate in examination hearing session(s)?

No, I do not wish to participate in hearing session(s)

Yes, I wish to participate in hearing session(s)

Please note that while this will provide an initial indication of your wish to participate in hearing session(s), you may be asked at a later point to confirm your request to participate.

8. If you wish to participate in the hearing session(s), please outline why you consider this to be necessary:

The applicant wishes to attend to ensure the mistakes made by Rugby Borough Council in the assessment in relation to the cause of flood risk for which Rugby Borough Council is liable are corrected. Furthermore, that Rugby Borough Council corrects the designation of the Land to what it should be i.e. Grey Belt.

Please note the Inspector will determine the most appropriate procedure to adopt to hear those who have indicated that they wish to participate in hearing session(s). You may be asked to confirm your wish to participate when the Inspector has identified the matters and issues for examination.

9. If you have used AI to produce or substantially alter your representation, please declare which tool you have used, how it was used, and what checks you have undertaken to ensure the AI-produced material is accurate.

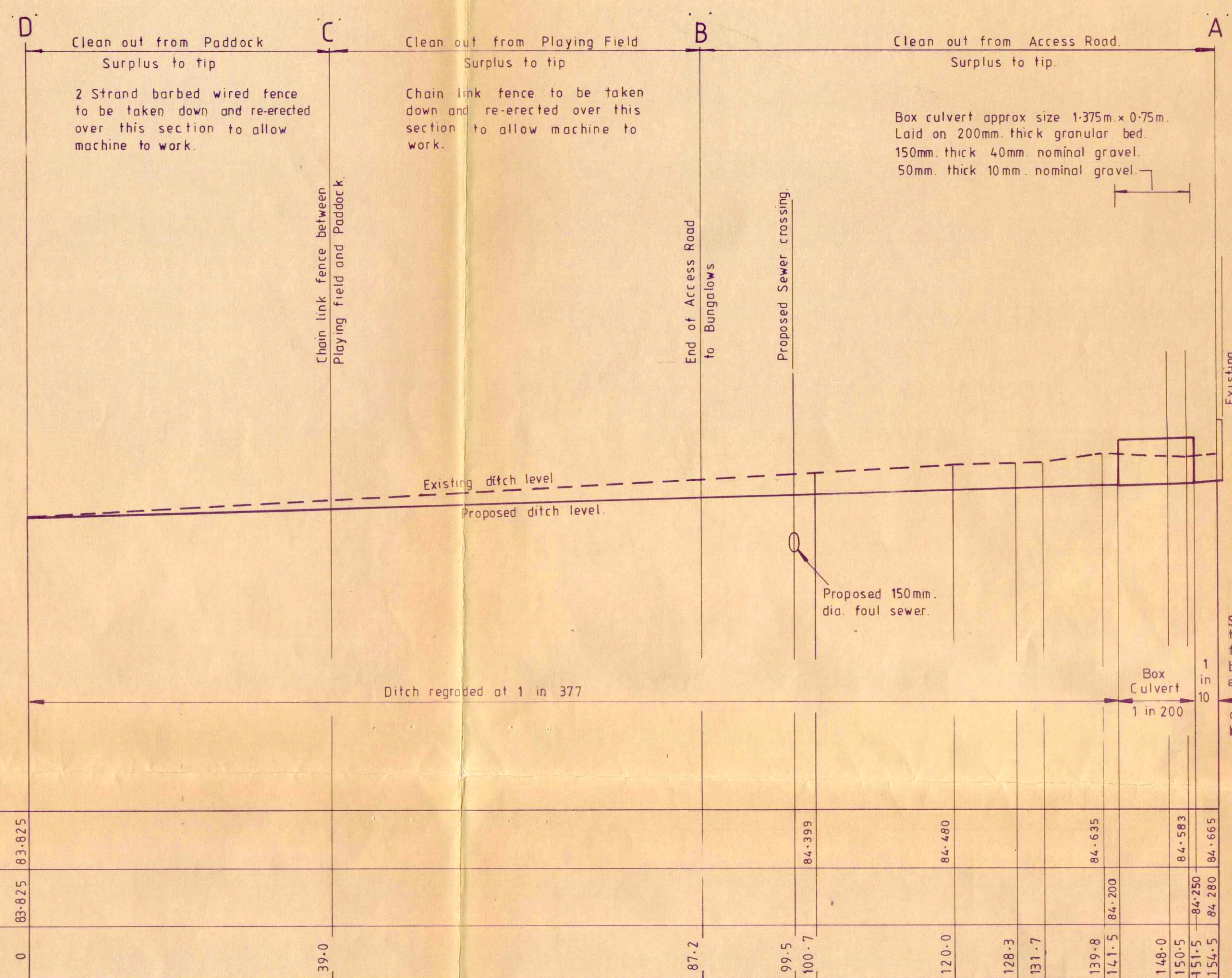
All representations received will be submitted to the Planning Inspectorate alongside the Proposed Submission Local Plan and published on the council's website. Personal addresses and email addresses (as distinct from businesses addresses), but not names, will be redacted before representations are published.

The Rugby Borough Council Privacy Notice for Development Strategy is available here:

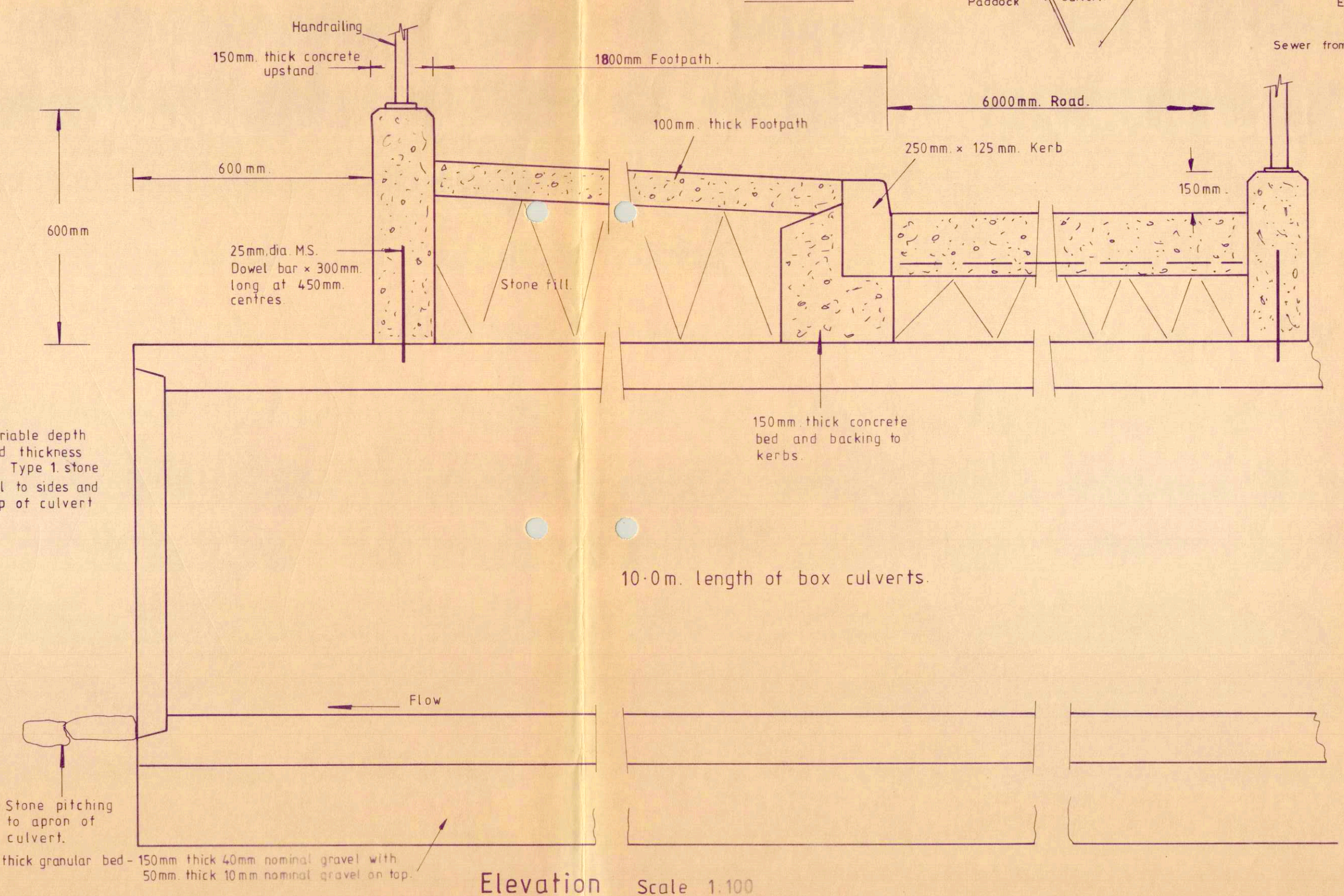
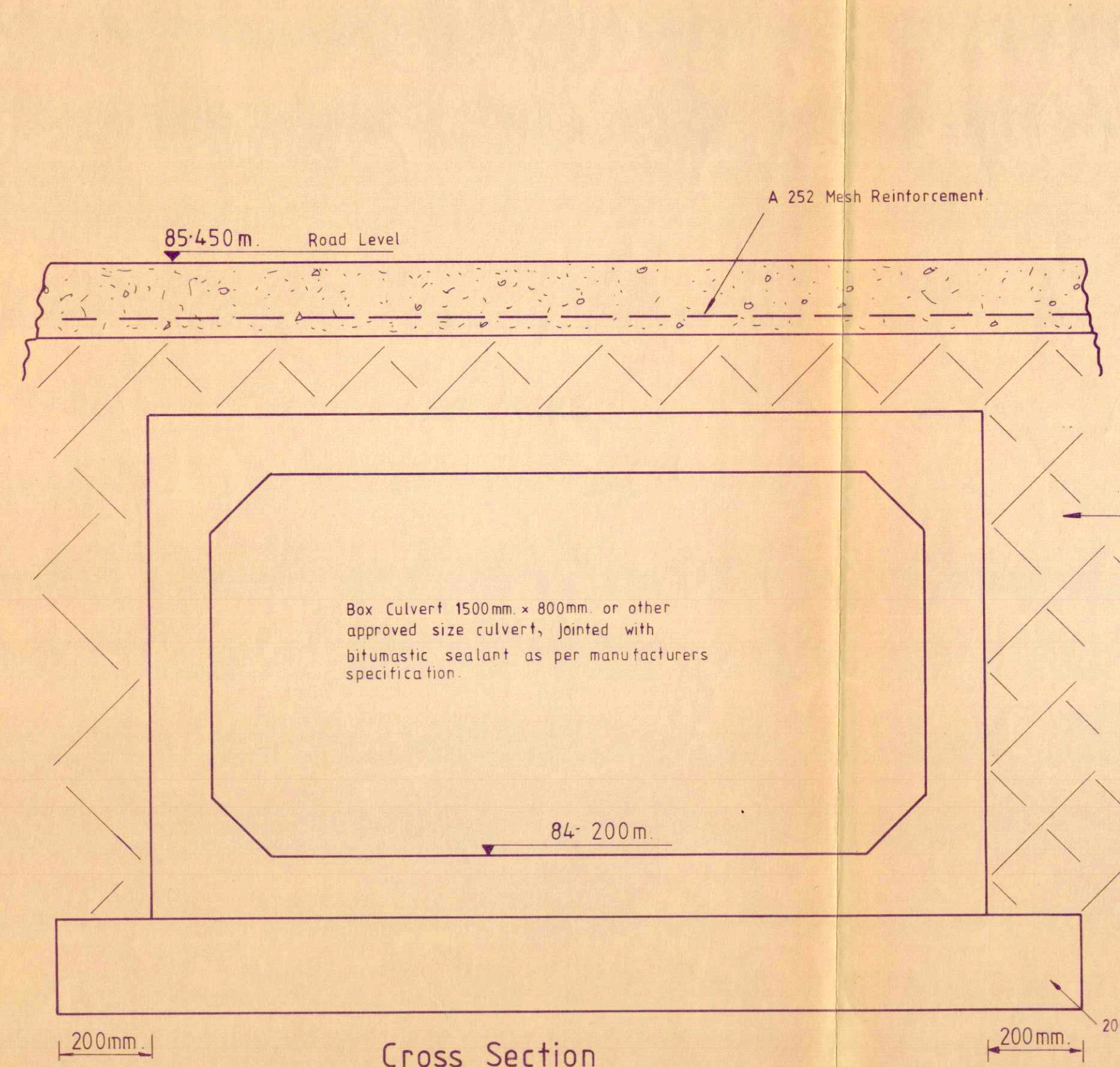
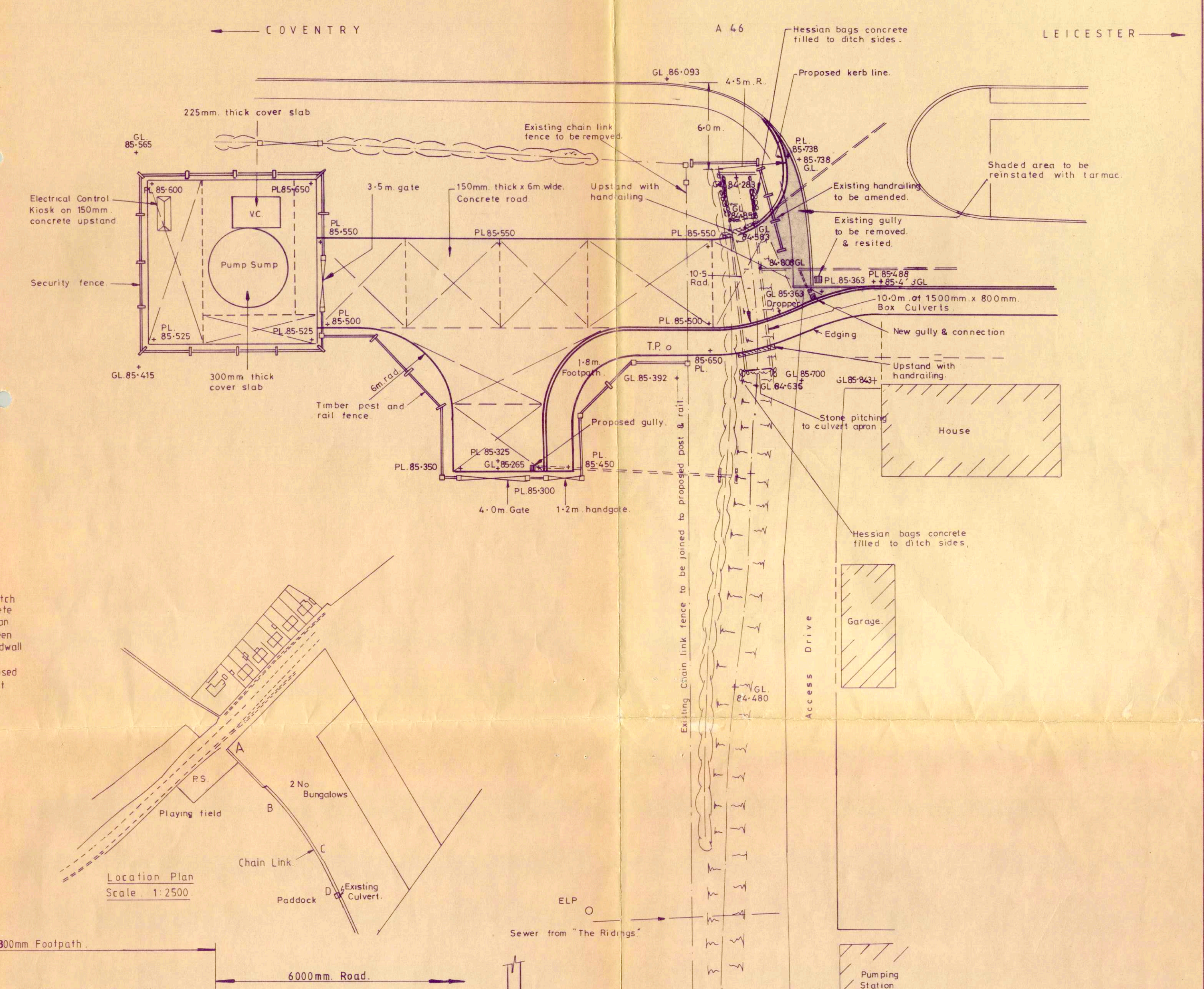
<https://www.rugby.gov.uk/w/privacy#development-strategy>

The Planning Inspectorate's privacy notice can be accessed here:

<https://www.gov.uk/government/publications/planning-inspectorate-privacy-notice>

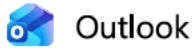


| 80.000m A.O.D. | |
|------------------------------|--------|
| Existing Ditch Invert Levels | 83.825 |
| Proposed Ditch Invert Levels | 83.825 |
| Chainage (m) | 0 |
| | 39.0 |
| | 87.2 |
| | 99.5 |
| | 100.7 |
| | 120.0 |
| | 128.3 |
| | 131.7 |
| | 139.8 |
| | 141.5 |
| | 148.0 |
| | 150.5 |
| | 151.5 |
| | 154.3 |




RUGBY BOROUGH COUNCIL
 Technical Services Department, Town Hall, Rugby. Tel: 77177
 Engineering Division.

| | | |
|---|--------------------------|-----------------------|
| C.D.Smith. M.R.T.P.I., Director of Technical Services. | | |
| Scheme | ANSTY Pumping Station | Scale As Stated |
| Date | Sept. 1984 | Drawn J.P.Bell. |
| Location, Layout & Section (Of Road Culvert & Ditch) | | Drawing No. 371624 |



Fw: Case:ENQ2025/25500

From [REDACTED]
Date Fri 2026-03-13 09:49
To David Coles [REDACTED]

 1 attachment (2 MB)
37-624-2.pdf;

I wonder if would be possible to attach the below email and its attachment to the Local Plan submission

----- Forwarded message -----

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Sent: Friday, 27 February 2026 at 15:56:32 GMT
Subject: Re: Case:ENQ2025/25500

Mr Green,

I sent you this email 5 months ago and I am trying to contact you discuss the impending removal of this culvert which given RBC and WCC court testimony the culvert cannot legally be replaced once it has been removed as the land owner is unknown. I am sure that you also aware that it is illegal to block the watercourse.

On Wednesday, 24 September 2025 at 16:03:49 BST, [REDACTED] wrote:

Mr Green,

Another point that you need to be aware of is that Rugby Borough Council when constructing the the bridge and box culvert did not follow their own design. The design called for a box culvert of 1500 mm by 800 mm but RBC installed a culvert of 1300mm by 700 mm. This is part is wholly RBC liability.

Design drawing.

Attached.

Photo of actual



On Monday, 22 September 2025 at 15:52:52 BST, [REDACTED] wrote:

Mr Green

Please find below the email i have just received from the Environment Agency confirming the sizes of the culverts used in their flood risk modelling tool. The one i have marked in red "(Ansty)" is the culvert that Rugby Borough Council installed when it built the Ansty pumping station in 1984 / 1985 as shown in the Rugby Borough Council accounts from those years (not disclosed by RBC during the court case 2019).

I have attached to this email the Technical Notes that WCC also did not disclose during the court case which shows that the box culvert was the cause of the flooding to my property.

Please reconsider your response to my request for meeting.

Regards S Tayton

----- Forwarded message -----

From: West Midlands Enquiries

To:

Sent: Monday, 22 September 2025 at 15:22:34 BST

Subject: Case:ENQ2025/25500

Dear S Tayton,

I am writing in response to your general enquiry, received 19 August 2025 regarding size of the culverts used in the EA model.

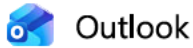
Please see the below information in regard to the size of the culverts.

Please Note: the NGR doesn't exactly match but they do all refer to the same culverts.

| NGR | Culvert Type | Height (m) | Width (m) |
|--------------|---|------------|-----------|
| SP3958883507 | Rectangular | 0.5 | 1 |
| SP3919883492 | Rectangular | 0.5 | 1 |
| SP3959883159 | Rectangular | 0.5 | 1 (Ansty) |
| SP3927582396 | Rectangular | 0.5 | 1 |
| SP3934782298 | Discharge Limited (0.98m ³ /s) | N/A | N/A |

Yours sincerely,

WMD Area Customers and Engagement Team



Fw: Response to your information request reference RBCFOI39

From [REDACTED]
Date Fri 2026-03-13 09:55
To [REDACTED]

2 attachments (7 MB)

FILE-ATTACHMENT-202602341415047.pdf; RBCFOI39 Response.pdf;

Could we also attach this document and email to the submission.

----- Forwarded message -----

From: [REDACTED]
To: Rugby Borough Council [REDACTED]
Cc: [REDACTED]
Sent: Tuesday, 3 February 2026 at 14:59:59 GMT
Subject: Re: Response to your information request reference RBCFOI39

Dear Mr Deaves,

Thank you for the response to my request.

Could you please pass the document that you have attached to Dan Green at Rugby Borough Council as I would like to have a discussion as regards to the liability of Rugby Borough Council from when it built Ansty Pumping Station in 1984 and installed a smaller than designed box culvert in the watercourse. This is the same box culvert that has been identified by the Environment Agency as being the cause of flooding to my land and property.

Regards S Tayton
Ansty

On Tuesday, 3 February 2026 at 14:39:52 GMT, Rugby Borough Council [REDACTED] wrote:

Dear Requester

Thank you for your recent request. Your response is attached.

Yours sincerely,

Matthew Deaves
Rugby Borough Council



Rugby Borough Council

Town Hall

Evreux Way

Rugby

CV21 2RR

e-mail: [REDACTED]

Stamp 107 5

6/10/74
3-2-74

THE SEVERN-TRENT WATER AUTHORITY ("the Authority") and THE RUGBY BOROUGH COUNCIL ("the Council") hereby enter into the following arrangements pursuant to Section 15 of the Water Act 1973

1. In these arrangements unless the context otherwise requires -

"the Act" means the Water Act 1973 and a section or schedule referred to only by number in these arrangements means the section or schedule so numbered in the Act

"the 1936 Act" means the Public Health Act 1936

"the area of the Authority" means the area of the Authority for the purposes of their functions relating to sewerage and sewage disposal as defined in article 7 of the Severn-Trent Water Authority Constitution Order 1973 subject to any amendment of that area affected by any order made under section 2(5)

"the area of the Council" means so much of the area of the Council as lies within the area of the Authority but not including any part of the designated area of a new town established under the New Towns Act 1965

"enactment" includes any Act of Parliament or statutory order and any provision in an Act of Parliament or statutory order

"the relevant function" means the functions of the Authority under Part II of the 1936 Act other than any of their functions relating to _____

- (a) sewage disposal or
- (b) the maintenance or operation of any sewer which immediately before 1st April 1974 was vested in a joint Sewerage Board or the Greater London Council

"sewers" includes foul surface water and combined sewers storm overflows overflow pipes and outfalls except outfalls from sewage disposal works storm water balancing stations (other than storm water tanks within the curtilage of sewage treatment works) pumps and pumping stations belonging to any sewer (including any emergency overflow therefrom) except any such pump or pumping station which is considered by the Authority to be a necessary



part of the operation of a sewage disposal works and rising mains not discharging directly to sewage treatment works provided always that for the purposes of these arrangements "sewers" shall not include any of the above mentioned works plant or equipment which the Authority may require to lay or construct between sewage disposal works as part of a programme for the rationalisation of sewage disposal works and "sewerage system" and "works of sewerage" shall be construed accordingly

2. (1) By the date of this Agreement and on or before 1st July in each year thereafter or at such other date as the Authority may determine the Council shall prepare and submit to the Authority a statement of the works of sewerage which appear to them to be necessary at that date for effectually draining the area of the Council

(2) In preparing any such statement the Council shall have regard to any relevant structure plan and local plan, and to any development taking place or expected to take place in or near their area

(3) The Authority shall have regard to any such statement received by them when they formulate any policies or proposals for the purpose of carrying out their functions under the Act

3. By the date of this Agreement the Authority shall furnish to the Council a statement of the policies priorities and proposals of the Authority relating to the maintenance and development of sewerage systems in the area of the Authority and on or before 1st September in each year thereafter or at such other dates as the Authority may determine the Authority shall furnish to the Council a statement supplementing amending or superseding the statements previously furnished under this paragraph

4. (1) By the date of this Agreement and on or before 1st November in each year thereafter or at such other date as the Authority may determine the Council shall submit to the Authority for their approval a programme of capital works

of sewerage ("a capital work required to be executed during (commencing on 1 April next) a longer period as the Authority may determine for the purpose of effecting the programme of the Council

(2) In preparing any such statement the Council shall have regard to the following matters: (a) the requirements of the Council's programme of sewerage works in the area of the Council which it is

(b) estimates of the Capital Works Programme and any associated costs

(c) particulars so far as they are available of any contingent payments or compensation to any person in consequence of any prejudice to the abovementioned programme of the Authority upon request for information as the Authority may consider necessary for them to carry out the programme as submitted

(3) In preparing any Capital Works Programme the Council shall take into account any information contained in any statement furnished to the Council under paragraph 3 above and the Authority may determine as the Authority may determine

5. (1) By the date of this Agreement and on or before 1st November in each year thereafter or at such other date as the Authority may determine the Council shall submit to the Authority for their approval a programme of capital works to be executed during the Authority may require to be executed during the revenue account ("a revenue account") of the Council expect to in

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reafter or at such other date as the
termine the Council shall submit to the
air approval a programme of capital works

of sewerage ("a capital works programme") considered to be
required to be executed during the period of five years
(commencing on 1 April next following that date) (or such
longer period as the Authority may specify to the Council)
for the purpose of effectually draining the area of the
Council

(2) Without prejudice to the generality of sub-paragraph (1)
above a Capital works programme shall include the following
matters -

- (a) particulars of land (including buildings) and of
equipment which it is considered necessary to acquire
- (b) estimates of the Capital cost of the programme and of
any associated costs;
- (c) particulars so far as these can be estimated of any
contingent payments which may have to be made by way of
compensation to any person and further without
prejudice to the above the Council shall supply to the
Authority upon request such plans documents and
information as the Authority may determine are
necessary for them to give proper consideration to the
programme as submitted

(3) In preparing any Capital works programme the Council shall
take into account any information or guidance contained in
any statement furnished to them by the Authority under
paragraph 3 above and the programme shall be in such form
as the Authority may determine

5. (1) By the date of this Agreement and on or before 1st November
in each year thereafter or at such other date as the
Authority may determine the Council shall submit to the
Authority for their approval a programme in such form as
the Authority may require of expenditure chargeable to
revenue account ("a revenue expenditure programme") which
the Council expect to incur during the period of five years

(commencing on 1 April next following that date) (or such longer period as the Authority may specify to the Council) in respect of the sewerage systems within the area of the Council including the maintenance and running costs of ancillary land and buildings _____

- (2) In preparing any revenue expenditure programme the Council shall take into account any information or guidance contained in any statement furnished to them by the Authority under paragraph 3 above and any advice received by them from the Authority as to the items which may properly be charged to revenue account _____

6. Where the Authority have approved any capital works programme or any revenue expenditure programme the Council shall carry out that programme in the form in which it is so approved and within the limits of expenditure contained in the programme except that in relation to any item of expenditure upon works expenditure exceeding the approved limits relating to that item by not more than ten per cent may be incurred by the Council at their discretion without the express approval of the Authority provided always that the Council shall not without the prior express consent of the Authority be entitled to exceed the overall annual limit of expenditure approved by the Authority in respect of the particular programme concerned

- (1) Subject to the provisions of these arrangements the Authority shall reimburse the Council all expenses incurred by the Council in the discharge of the relevant functions in such manner and on such conditions as the Authority and the Council may agree between them _____

- (2) Subject to the arrangements in sub section (1) above the Council may include as part of their expenses such amounts in respect of establishment and administrative charges as the Authority and the Council may agree between them

- (3) The Council shall submit to the Authority in such form and at such times as the Authority may require and further shall allow the authorised agents of the Authority at all

reasonable times to expenditure audit ce and other informatio purposes of sub-para

- (4) Reimbursement under Authority being sati functions but such r withheld _____

8. The Authority at any reas notice may through any person any work which is being carri or on behalf of the Council f functions _____

9. (1) In any case where it reasons of emergency are not included in out those works with

- (2) The Council shall re to the Authority as carried out and the shall reimburse the approval of the Auth unreasonably withhel

10. (1) The Authority may at the Council to carry in the notice in add included in an appro

- (2) If the Council carry the Authority shall

- (3) If the Council infor consider it reasonab carry out the works

11. (1) The Council shall pr may be necessary for

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clude as part of their expenses such amounts
establishment and administrative charges as
and the Council may agree between them

all submit to the Authority in such form and
as the Authority may require and further
e authorised agents of the Authority at all

reasonable times to inspect such accounts returns of their
expenditure audit certificates certificates of payments
and other information as the Authority may require for the
purposes of sub-paragraph (1)

(4) Reimbursement under (1) above shall be subject to the
Authority being satisfied with the discharge of the relevant
functions but such reimbursement shall not be unreasonably
withheld

8. The Authority at any reasonable time and after giving reasonable
notice may through any person authorised by them visit and inspect
any work which is being carried out or which has been carried out by
or on behalf of the Council for the purposes of any of the relevant
functions

9. (1) In any case where it appears necessary to the Council for
reasons of emergency that they should carry out works which
are not included in any approved programme they may carry
out those works without the prior approval of the Authority

(2) The Council shall report the carrying out of any such works
to the Authority as soon as may be after they have been
carried out and the Authority if they approve the works
shall reimburse the Council the cost of them The
approval of the Authority under this paragraph shall not be
unreasonably withheld

10. (1) The Authority may at any time by notice in writing request
the Council to carry out any works of sewerage specified
in the notice in addition to or in substitution for works
included in an approved programme

(2) If the Council carry out the works specified in the notice
the Authority shall reimburse them the cost thereof

(3) If the Council inform the Authority that they do not
consider it reasonably practicable for the Council to
carry out the works the Authority may carry them out

11. (1) The Council shall provide such vehicles and equipment as
may be necessary for maintaining the sewers which it is

their function to maintain under these arrangements

(2) The Council shall maintain detailed records of the times and the purposes of the use of such vehicles and equipment that they provide under sub-paragraph (1) above

(3) The Authority shall pay to the Council as reimbursement of all or part of the cost of any such provision such amounts as the Authority and the Council may agree between them 75% of such amounts to be paid to the Council on the 1st October in each year and the remaining 25% to be paid immediately after agreement between the parties hereto of the final amount being ascertained due to the Council for any year

12. (1) Without prejudice to the generality of these arrangements the Council shall exercise within their area on behalf of the Authority the functions of the Authority under the provisions of Part II of the 1936 Act specified below and as exercisable by the Authority either by virtue of section 14(2) of the Act or Schedule 8 to the Act or under any local statutory provision as applied to the Authority by Part II of Schedule 6 to the Act provided always that the Authority may themselves take proceedings under Section 27 of the 1936 Act in any case where they consider it necessary and further may themselves exercise any of the functions under the provisions specified below in relation to any sewer or associated works plant or equipment where they are responsible for the laying construction maintenance or operation of the same

| <u>Function</u> | <u>Provision of 1936 Act</u> |
|---|--|
| Power to construct a public sewer | Section 15(1)(i)(a) & (b) Section 15(2) and (3) |
| Power to acquire by agreement any sewer or the right to use any sewer | Section 15(1) (iii) |
| Power to declare any sewer to be vested in the Authority | Section 17 |

Power to agree to adopt any sewer drain on behalf of the Authority at any future date

Power to require a proposed sewer drain to be constructed as to form part of the general sewerage system in the area of the Council

Power to enter into an agreement with the Council or the Greater London Council for the use of highway for any purposes or to be used for the purpose of highways

Power to alter or close any public sewer

Power to maintain cleanse and repair public sewers

Power to recover on behalf of the Authority the cost of maintaining certain lengths of public sewers

Power to enforce prohibition against certain matters being passed into public sewers

Power to refuse consent for communication with a public sewer and to make good communication

Power to require remedial work in relation to soil pipes and ventilation shafts

Power to alter the drainage system on premises

Power to examine and test drains and other apparatus believed to be defective

General powers relating to



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 ory provision as applied to the Authority by
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Provision of 1936 Act

public sewer
 Section 15(1)(i)(a) &(1)
 Section 15(2) and (3)
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 Section 15(1) (iii)
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 sewer to be
 Section 17

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Power to agree to adopt any sewer or
 drain on behalf of the Authority at a
 future date
 Section 18

Power to require a proposed sewer or
 drain to be constructed as to form part
 of the general sewerage system within
 the area of the Council
 Section 19

Power to enter into an agreement with
 the County Council or the Greater London
 Council for the use of highway drains and
 sewers for sanitary purposes or to allow
 public sewers to be used for the
 drainage of highways
 Section 21

Power to alter or close any public sewer
 Section 22

Power to maintain cleanse and empty
 public sewers
 Section 23

Power to recover on behalf of the
 Authority the cost of maintaining
 certain lengths of public sewers
 Section 24

Power to enforce prohibition against
 certain matters being passed into
 public sewers
 Section 27

Power to refuse consent for communication
 with a public sewer and to make such a
 communication
 Sections 34 and 36

Power to require remedial work in
 relation to soil pipes and ventilating
 shafts
 Section 40

Power to alter the drainage system of
 premises
 Section 42

Power to examine and test drains and
 other apparatus believed to be
 defective
 Section 48

General

So much of Part XII as
 relating to the above mentioned sections

these arrangements or the direction in which sewage is required to flow within any such sewer in any case where that mode of operation or direction of flow is likely to affect -

- (a) the operation of any sewage treatment works or
- (b) the condition of any inland or coastal waters

to which the sewer discharges

15. The Council are authorised after obtaining the consent of the Authority to initiate or defend on behalf of the Authority any legal proceedings which relate to any relevant function and to obtain Counsel's opinion and instruct Counsel to appear on behalf of the Authority and the Authority shall give to the Council any assistance or information which they may require for the conduct of any such proceedings

16. (1) If in any particular case it appears to the Authority that the Council have failed to do anything which they are required to do by or under these arrangements they may give notice in writing to the Council specifying the nature of the failure the action which they require the Council to take in order to rectify it and the time within which the action is to be taken

(2) If at the end of that time it appears to the Authority that the Council have not taken the required action the Authority may take the action themselves

(3) The provisions of this paragraph shall be without prejudice to the provisions of section 15(7) of the Act but no action taken by the Authority or the Council under this paragraph shall constitute the variation or termination of these arrangements under that enactment

17. Any dispute arising under any provision of these arrangements shall be determined by an arbitrator to be appointed in default of agreement by the President of the Institution of Civil Engineers

18. (1) The Authority shall pay to any officer of the Council who suffers loss as a result of any variation or the ending of these arrangements such reasonable compensation as may

be agreed between them or in default of agreement determined by arbitration as provided by paragraph 17 of these arrangements

(2) If these arrangements are ended at any time and not replaced by new arrangements to the like effect the Authority shall accept into their employment any officer of the Council who at that time was employed wholly or mainly on work related to the relevant functions on terms not less favourable than those specified in section 255(3) of the Local Government Act 1972

19. The Council shall ensure that in relation to all works to be carried out in pursuance of these arrangements the standing orders rules and procedures of the Council governing the advertisement opening and acceptance of tenders the awarding of contracts and the appointment of consultants shall be applied in full as they are applied by the Council in relation to all their statutory functions

IN WITNESS whereof the parties hereto have hereunto set their respective Common Seal the day and year first before written

THE COMMON SEAL of THE SEVERN-)
TRENT WATER AUTHORITY was)
hereunto affixed in the presence of:-)

L. L. Bhatnagar
Chairman

J. A. ...
Director of Administration

THE COMMON SEAL of THE RUGBY BOROUGH)
COUNCIL was hereunto affixed in the)
presence of:-)

W. ...
Mayor

J. A. ...
Chief Executive





Date: 03/02/2026

Case reference: RBCFOI39

Rugby Borough Council

Town Hall

Evreux Way

Rugby

CV21 2RR

e-mail:

complaintscommentsandcompliments@rugby.gov.uk

Dear Requester

Thank you for your request for information dated 19/12/2025 about an agreement with **Severn Trent Water**. We have dealt with this under the Environmental Information Regulations 2004.

Response

The council holds the information requested and a scan of the agreement is attached. We apologise for the delay in providing this response, which was due to the requirement to access our secure hard copy archives.

Further Information:

We do not give our consent for any names and contact details provided in this response to be sent marketing material. Any such use will be reported to the ICO as a breach of General Data Protection Regulations and the Privacy and Electronic Communication Regulations.

Your Rights

If you are not happy with how your response was handled you can request an Internal Review within 2 months of this letter by email to communications@rugby.gov.uk or post: FOI/EIR Review, Rugby Borough

Council, Town Hall, Evreux Way, Rugby CV21 2RR. Please quote your case reference number. If you are not satisfied with the Internal Review outcome you can complain to the Information Commissioner's Office at casework@ico.org.uk telephone 0303 123 1113, or post to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. The ICO website www.ico.org.uk may be useful.

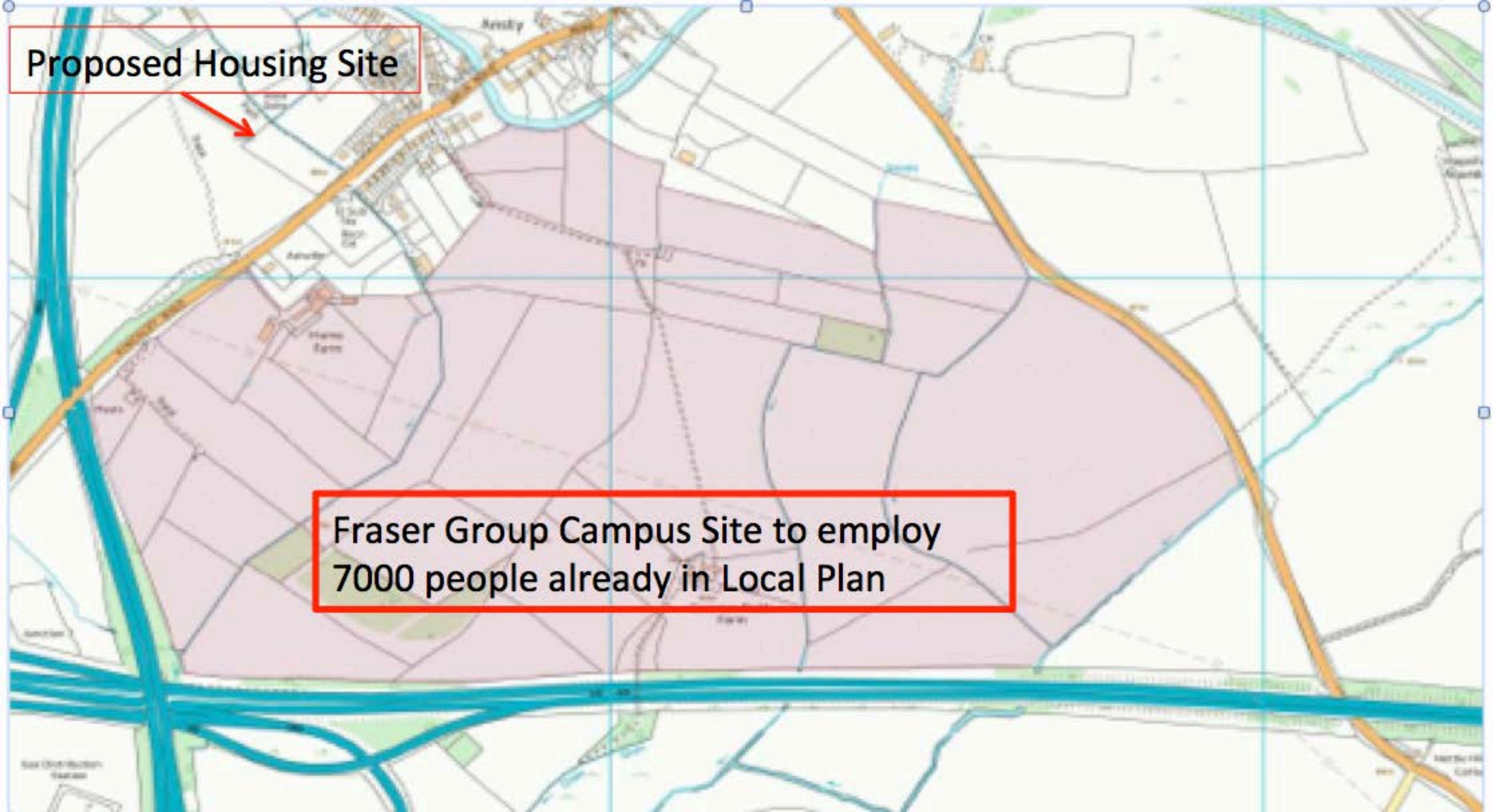
Yours sincerely,

Matthew Deaves
Rugby Borough Council

Proposed Housing Site



Fraser Group Campus Site to employ 7000 people already in Local Plan



SEVERN TRENT MANHOLE ADJACENT TO BROOK

5201

TR TR

6200

6203

6101

6102

5101

6110

6109

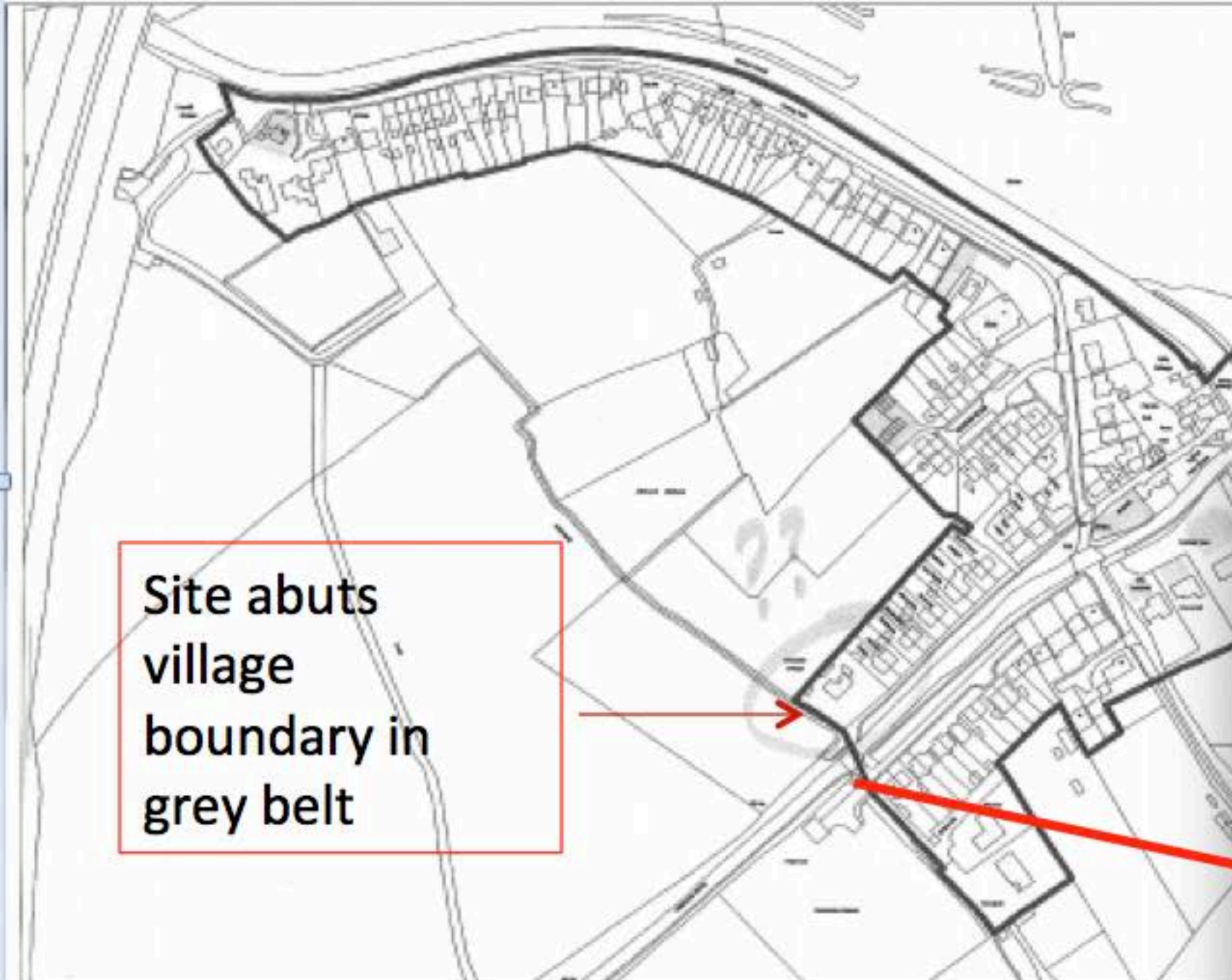
AIISTY - MAIN ROAD (SPS)

AIISTY - MAIN ROAD (SS)

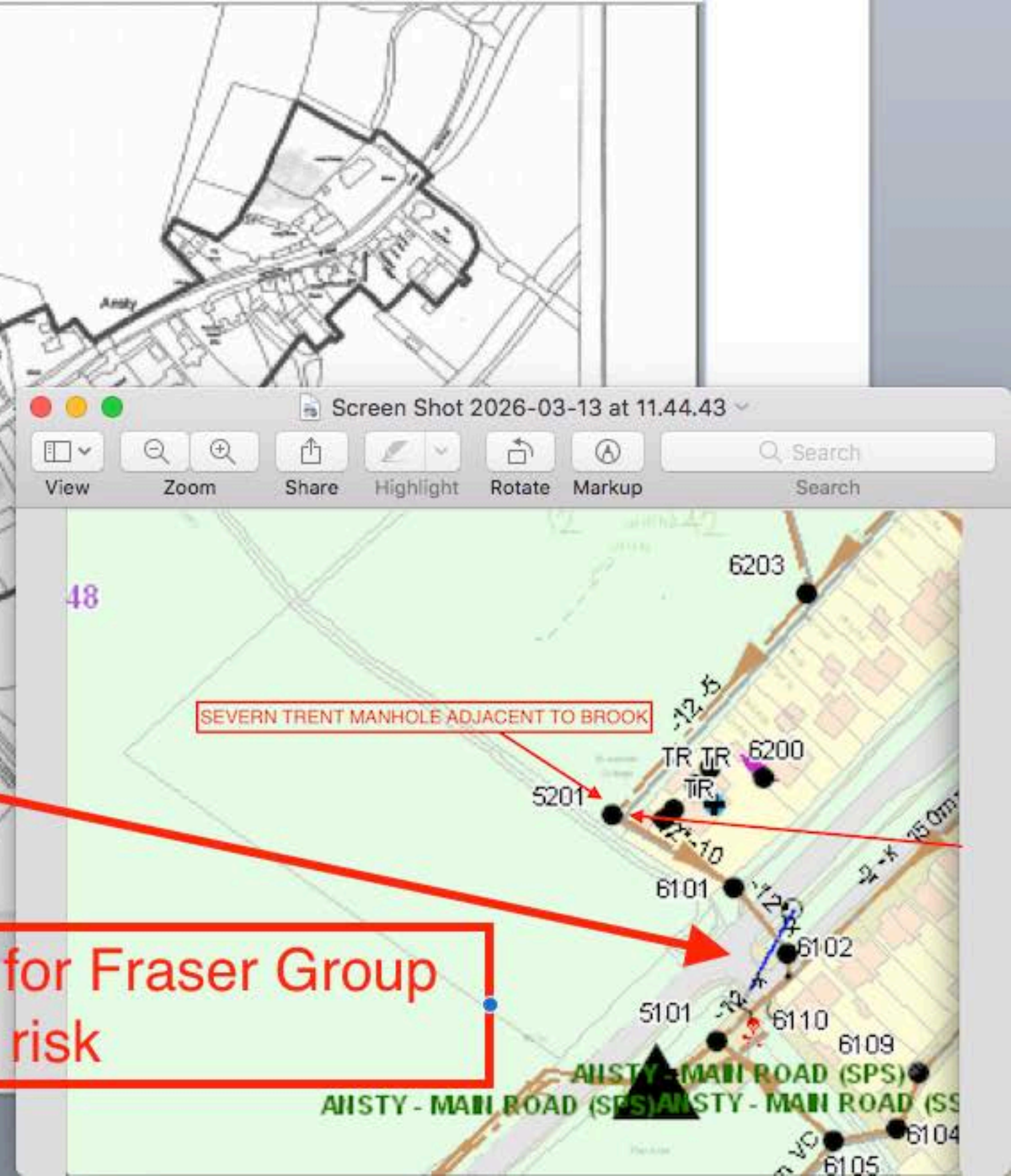
6104

6105





Site abuts
village
boundary in
grey belt



Severn Trent Drainage upgrade for Fraser Group
also removes flood risk

SEVERN TRENT MANHOLE ADJACENT TO BROOK

Screen Shot 2026-03-13 at 11.44.43



View



Zoom



Share



Highlight



Rotate

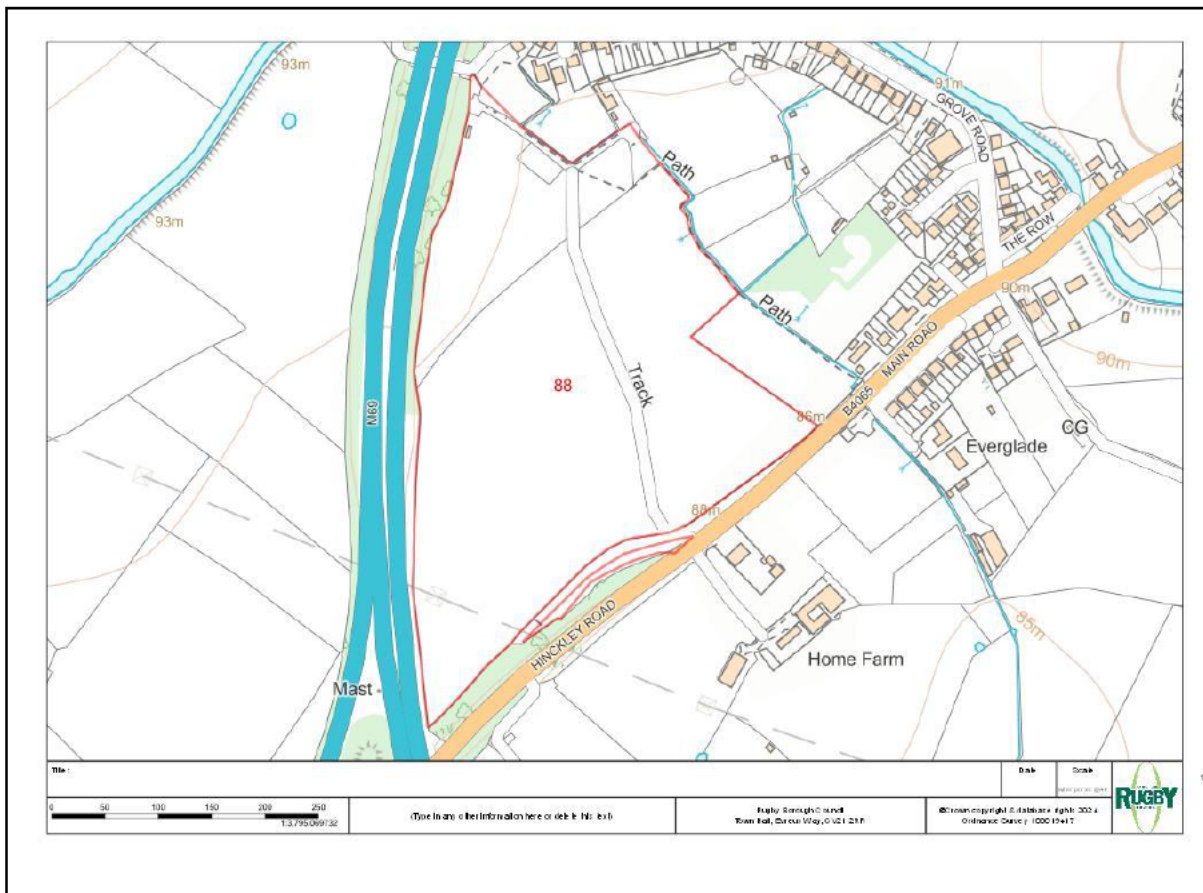


Markup

Search

Search

Site 88: Hinckley Road, Ansty



Ward: Revel and Binley Woods Ward

Parish: Ansty

Proposed use: Employment

Potential yield (employment, sqm): 40000

Potential yield (residential): 0

| Topic area | Evaluation summary |
|------------|---|
| Transport | <p>The site is accessed from Hinckley Road.</p> <p>The site has an average connectivity score of 39 with a maximum of 47, placing it within Band B relative to the borough as a whole.</p> <p>National Highways were asked to provide initial comments, and provided: Site adjacent to Ansty village, and would likely be accessed from Hinckley Road, for direct access to the M6 Junction 2 Ansty Interchange. Need to consider the cumulative impact along with other sites around Ansty, given existing delays on the M69 Southbound and on approach to Ansty Interchange at peak times, especially given the sites proximity for likely employment trips to / from Coventry.</p> <p>In addition, their initial review considers levels of physical highway mitigation required in order to ensure that impact on the strategic</p> |

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| | <p>road network from development on the site is addressed, ranging from low, medium to high. The current level of concern for this site is Medium.</p> <p>In terms of the capacity of the road network, an assessment of junctions within a nominated distance of the site was undertaken to determine congestion levels at peak and non-peak times. The roads surrounding the site were assigned a congestion rating of category 2, with 1 being the most congested and 6 being less congested.</p> <p>The distance to the nearest bus stop from the site is 136m.</p> <p>The Public Transport Accessibility Level (PTAL) is a measure of the accessibility of a location to the public transport network, taking into account walk access time and service availability. The site has a PTAL score of 1a for both AM and PM which would not be improved by proposed and recent public transport improvements. PTAL is measured on a 1-6 scale, with 1 being the least accessible and 6 being the most accessible.</p> <p>Using other data, including an assessment of walking and cycling, and locations from the site accessible within a 1 hour bus journey, the overall accessibility of the site is ranked 68 of the 125 sites considered as part of Rugby's current site assessment. This measures accessibility at a middle layer super output area level, rather than site specific accessibility. So it only provides information on accessibility for the part of the borough in which the site lies.</p> |
| Ecology | <p>An initial ecological assessment indicated that the site was not within an Impact Risk Zone of a Site of Special Scientific Interest, nor a Local Wildlife Site, and nor was it comprised of more than 20% medium to high distinctiveness habitat. The site was not further assessed for ecological constraints.</p> |
| Landscape | <p>The overall landscape sensitivity is Low.</p> <p>The site comprises two pastoral fields, including a small, fenced paddock to the north, defined by boundary trees, mature hedgerows, and areas of woodland. It lies between Ansty village and the M69, with a tributary of the Oxford Canal along the eastern boundary. The land is mostly flat and uniform with improved grassland and scattered trees. Existing features include disused mobile homes, vehicular tracks linking to Hinckley Road, pylons, and a PRow crossing from northwest to east. Surrounding infrastructure such as the M69 and nearby housing reduces scenic quality and tranquillity. There is filtered visibility towards adjacent roads and residential areas. Sensitivity to change is most likely to arise from the PRow and natural or semi-natural elements of the site.</p> <p>The landscape appraisal shows that proposed development will</p> |

| | |
|------------------------|---|
| | construct new grassland areas, woodlands, public realm, new cycleways and pathways and vehicular aspect routes. It is recommended that the allotment area in the east should be directly accessible to the proposed development. Mature and native vegetation within the site should be retained and enhanced. The scale of development should be reduced to be more appropriate to the small scale of Ansty. There is potential for improved PRow access and connectivity. |
| Heritage | There were no designated heritage assets identified within 50 metres of the site. |
| Other constraints | The site is within the Green Belt, making a strong contribution to purposes A and C and moderate contribution to purpose B. Constraints for foul water drainage are assessed as Medium, constraints for surface water drainage are assessed as Low. The site's relationship to Ansty village would need careful consideration, the site has a potential to visually dominate the village. |
| Opportunities/benefits | Employment (B8/B2). |

Outcome of further assessment: Not progressed

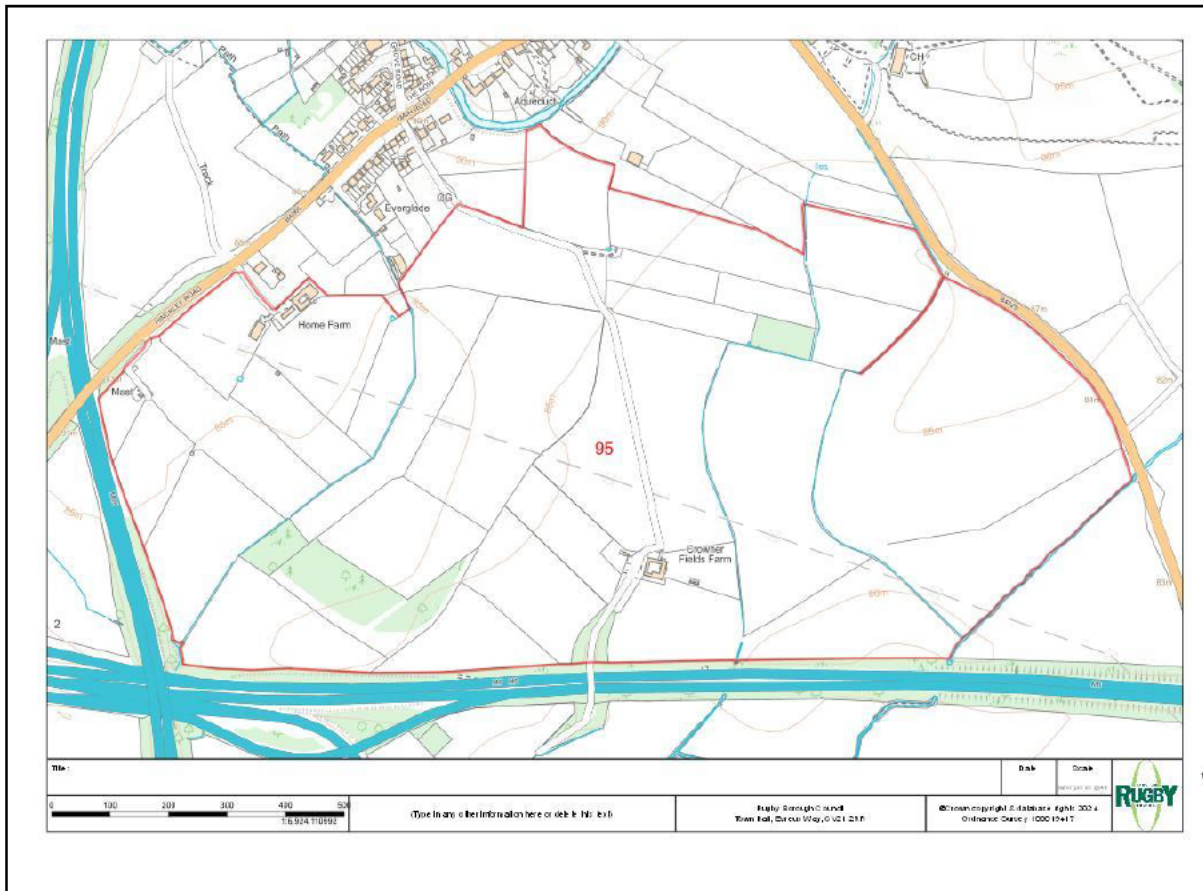
Reasoning: This is a large site composed of fields located between the M69, Hinkley Road and Ansty.

The surrounding road network is relatively uncongested, the site ranks relatively weakly for accessibility, which is based on MSOA level-measures. It has a moderate score for non-car connectivity, but it does not appear that there are realistic options for access by non-car modes at present, except from Ansty village. The site promoter has identified opportunities for improving non-car-based access through provision of new bus stops on Hinckley Road and contributions to new bus services and/or shuttle buses from surrounding urban areas. The site would also benefit from improved connectivity if/when the planning permission at Crouner Fields Farm (Frasers Campus) is implemented.

Neither heritage nor ecological sensitivity was identified, and overall landscape sensitivity is low. The site is adjacent to the village of Ansty with potential for adverse visual and noise impacts. The developer has included mitigations such as green buffers in the site plans but relationship with the village is still poor. The site is within the Green Belt, making a strong contribution to purposes A and C and a moderate contribution to purpose B.

In view of its relatively weak existing accessibility, contribution to the Green Belt, and relationship with Ansty village the site is not being progressed beyond the Stage 2 Assessment.

Site 95: Land bound by M69, M6 and B4029, Ansty



Ward: Revel and Binley Woods Ward

Parish: Ansty, Combe Fields

Proposed use: Employment

Potential yield (employment, sqm): 274388

Potential yield (residential): 0

| Topic area | Evaluation summary |
|------------|---|
| Transport | <p>The site is accessed from the B4065.</p> <p>The site has an average connectivity score of 32 with a maximum of 47, placing it within Band B relative to the borough as a whole.</p> <p>National Highways were asked to provide initial comments and provided: Vehicular access to the site likely to be from the B4065 to the west, for direct access to M6 Junction 2. Likely significant peak hour trip generation impact on the M6 J2 and the M69, especially due to employment trips to / from Coventry and HGV routing associated with employment usage. Merge / Diverge Assessments would be required. Existing typical delay observed on M69 Southbound and on A46 Coventry Eastern Bypass during peak times. Cumulative impact of nearby developments would be required.</p> |

| | |
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| | <p>In addition, their initial review considers levels of physical highway mitigation required in order to ensure that impact on the strategic road network from development on the site is addressed, ranging from low, medium to high. The current level of concern for this site is High.</p> <p>However, as part of the planning application for the site, National Highways withdrew their objections.</p> <p>In terms of the capacity of the road network, an assessment of junctions within a nominated distance of the site was undertaken to determine congestion levels at peak and non-peak times. The roads surrounding the site were assigned a congestion rating of category 2, with 1 being the most congested and 6 being less congested.</p> <p>The Strategic Transport Assessment also identified significant queue impacts at the M6 Junction 2 which are not alleviated by reasonable mitigations.</p> <p>The distance to the nearest bus stop from the site is 144m.</p> <p>The Public Transport Accessibility Level (PTAL) is a measure of the accessibility of a location to the public transport network, taking into account walk access time and service availability. The site has a PTAL score of 1a for both AM and PM which would not be improved by proposed and recent public transport improvements. PTAL is measured on a 1-6 scale, with 1 being the least accessible and 6 being the most accessible.</p> <p>Using other data, including an assessment of walking and cycling, and locations from the site accessible within a 1 hour bus journey, the overall accessibility of the site is ranked 69 of the 125 sites considered as part of Rugby's current site assessment. This measures accessibility at a middle layer super output area level, rather than site specific accessibility. So it only provides information on accessibility for the part of the borough in which the site lies.</p> |
| Ecology | <p>The site has low ecological constraints. This site has been subject to a planning application which includes mitigation measures to help offset identified potential impacts in the evaluation of Site 95 (see Table 36.2). Providing these mitigation measures are followed through, direct habitat loss is likely to be avoided, and habitat fragmentation minimised. Habitat quality can also be enhanced, whereby a biodiversity net gain report demonstrates that there will be a 20% uplift in biodiversity value using the statutory BNG metric. Taking into account the information presented in the planning application documents, the residual level of effects can be considered to be low.</p> |
| Landscape | <p>The overall landscape sensitivity of the site is Medium/Low. This site comprises a mosaic of arable and pastoral fields of various shapes and sizes, divided with hedgerows and trees. Footpaths</p> |