

25 June 2026

By email only

Penny Carter
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Our ref: GT1/B64163.1

Dear Penny Carter

Our Client: Plevinco 1 Limited
Order: The Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order (the “Order”)

We act on behalf of Plevinco 1 Limited (“our client”) who object to the above referenced Order, submitted by Network Rail Infrastructure Limited (“Network Rail”) to the Secretary of State for Transport.

Our client remains opposed to the inclusion of its land in the Order and the proposed exercise of temporary possession powers by Network Rail, as reflected in the written objections set out in our letter dated 18 December 2026.

We write to confirm that our client intends to appear at the inquiry on 7 July 2026 and has instructed legal Counsel (Caroline Daly of Francis Taylor Building) to attend on its behalf. We also put Network Rail on notice that we wish to cross examine its Property witness, Nigel Billingsley (who we understand is already appearing on 7 July for purposes of cross examination by other parties).

Since it first received notice of the Order, our client has acted in good faith and has sought to cooperate with Network Rail, with the hope that it would be able to reach a voluntary agreement that reflects the impact and loss that will be incurred through the temporary possession of our client’s land for a significant period. Our client has focused its time and resource on seeking to advance negotiations with Network Rail, rather than incurring costs (that it understands may be judged irrecoverable) in pursuing its objection throughout the Order process, including preparing evidence for the inquiry.

Unfortunately, given the limited substantive engagement from Network Rail (as evidenced in the schedule appended), our client now considers that it has no option left but to appear at the inquiry.

Our client has raised, both in its objection and during discussions with Network Rail, its concerns regarding the use of temporary possession powers for its land over a lengthy

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period of time, with no finite timeframe and no guarantee as to the state in which the land will be returned. We note that the temporary possession powers set out in the draft Order are extensive and go far beyond those set out in The Transport and Works (Model Clauses for Railways and Tramways) Order 2006 (see clause 24 of Schedule 1 appended).

As it currently stands under the proposed Order, our client has no certainty as to:

- when it will receive its land back;
- Whether it will receive any notice of its return and if so the length of the notice period;
- the state of the land when it is ultimately returned;
- whether it will, at the point of return, remain deliverable for planning purposes as a development site (which is discussed further below).

This complete lack of certainty arising from the extensive temporary possession powers in the draft Order result in a disproportionate impact on our client that is not justified in the public interest. The lengthy anticipated period of temporary possession coupled with the uncertainties highlighted above results in our client being left in a worse position than if its land was compulsorily acquired.

Further, as was set out in the objection and has also been raised in the discussions between the parties, prior to Network Rail's proposal to bring forward the Order, our client had been taking active steps to enable the delivery of residential development on its land. Our client has spent significant time drawing up plans and taking planning advice, including carrying out a pre-application advice process with Tameside Metropolitan Borough Council in late 2024 and early 2025. The land has since been included as a site allocation for around 187 dwellings within Tameside Metropolitan Borough Council's draft Local Plan – Homes, Spaces, Places Preferred Options Plan (consultation upon which ended in February 2026) extract from the draft Plan is appended to this letter. It has also been identified for residential development of up to 187 dwellings within the Council's Strategic Housing Land Availability Assessment 2025.

Subsequently, our client had considered whether to develop the land itself or to sell on to a third party to develop, pursuant to a conditional contract. Before Network Rail issued communications in respect of the draft Order, our client was in the process of negotiating a contract conditional on planning for the sale of the land at market value, reflecting the development potential of the land. To date, the promotion of the Order has prevented our client from proceeding with the contract conditional on planning.

The inclusion of our client's land within the Order will, at best, prevent it from realising the development value of its land for an indefinite period of time and will also delay the benefits to the community of the delivery of new housing. As a worst case, it may prevent the delivery of housing at all and prevent our client from realising this value given the significant unknown as to when, how and in what state the land will be returned.

The inclusion of the land within the Order will therefore result in significant material detriment to our client.

However, as noted above, whilst these concerns have been raised with Network Rail, to date, there has been no genuine consideration of these concerns both in terms of voluntary negotiations or in Network Rail's evidence to the inquiry.

We have appended a schedule of communications between the parties and note that Network Rail only confirmed to our client that its land was considered to be required in April 2025 and subsequently provided initial heads of terms for a lease of our client's land in May 2025. Our client rejected these initial Heads of Terms, providing details as to the reasons for rejection and setting out its position in a counter proposal.

Regrettably, Network Rail made no further attempts at negotiation prior to the Order being submitted to the Secretary of State in November 2025. Network Rail issued a revised set of Heads of Terms in April 2026 (i.e. 11 months after the initial Heads of Terms were rejected). The revised Heads of Terms were again considered unacceptable to our client and details of our client's concerns were explained to Network Rail.

Following a meeting in May 2026, Network Rail issued a revised Heads of Terms on 1 June 2026, albeit these still failed to take into account the issues raised by our client and our client responded again, in full, on 15 June 2026.

Whilst negotiations have taken place on a without prejudice basis, our client considers that Network Rail has failed to properly engage on the loss of development value/ prospective loss that will ensue from it taking temporary possession of our client's land for an indefinite period of time and without any guarantee as to the state of the land upon return. Network Rail appear, instead, to be relying on the Order to obtain powers of temporary possession and are seeking to defer any real consideration of the impacts on our client's land for a later date. This is not an acceptable stance for Network Rail to take in light of the need to take reasonable steps to understand the impact of the exercise of powers on an affected party and attempt to acquire land or rights by agreement, in line with the CPO Guidance.

Given the importance that Network Rail places in its evidence on the need for our client's land as the primary and key strategic compound to deliver the proposed enhancements to the railway, it is particularly disappointing that Network Rail's approach to seeking to secure the land on a voluntary basis has been so casual, limited and sporadic.

Ultimately, we do not consider that proper attempts to acquire the land and rights sought under the Order by voluntary agreement, have been made.

In light of the above, we will be inviting the Secretary of State to remove our client's land from the Order on either or both of the following bases:

- There is not a compelling case in the public interest to grant temporary possession powers over our client's land due to the onerous nature of the powers in the draft Order and their disproportionate impact on our client;
- Network Rail has failed to take reasonable steps to attempt to secure the land by agreement contrary to the CPO Guidance.

Notwithstanding the above, our client remains available for discussions relating to a voluntary agreement, should Network Rail wish to engage properly in this regard.

Please note a copy of this letter is being sent to the programme officer and a request will be made for it to be added to the inquiry documents.

Yours faithfully

Squire Patton Boggs

Squire Patton Boggs (UK) LLP

cc – Joanna Vincent, Programme Officer

Formal Engagement with Network Rail and their agents Bruton Knowles

Colour key for communications:

Negotiation communications from Network Rail's agents are highlighted Orange

Communications issued by Plevin's agents that Network Rail did not response to are highlighted Blue

Date	Contact	To	Method	Purpose	Comments
28/5/2024	Lynn Alderson, Bruton Knowles	Client	Email	Arrangement of Site Meeting on 10 June 2024 following initial contact made by Chris Renshaw, Bruton Knowles.	
10/6/2024	Lynn Alderson, Bruton Knowles	Client	Email	Confirmation of site meeting point.	
11/6/2024	Lynn Alderson, Bruton Knowles	Client	Email	Request for further site information: site plans, utilities plans, demolition surveys, etc.	
14/6/2024	Lynn Alderson, Bruton Knowles	Client	Email	Site Inspection request with further surveys to be undertaken to assess site compound costs.	
17/6/2024	Lynn Alderson, Bruton Knowles	Client	Email	Confirmation of Site Inspection on 20 June 2024.	
24/6/2024	Lynn Alderson, Bruton Knowles	Client	Email	Request for further site information.	
8/7/2024	Lynn Alderson, Bruton Knowles	Client	Email	Chase up request for further site information.	
8/7/2024	Client	Lynn Alderson, Bruton Knowles	Email	Client does not wish to rent out the site.	
8/7/2024	Lynn Alderson, Bruton Knowles	Client	Email	Asking whether Plevins would sell the site	

9/7/2024	Client	Lynn Alderson, Bruton Knowles	Email	Intention to submit a planning application and sell the site for residential development. Any offer from NR would have to reflect the residential value.	
9/7/2024	Lynn Alderson, Bruton Knowles	Client	Email	Acknowledgment. 'I will be in touch following discussion with my client.'	
25/11/2024	Bruton Knowles	Client	Email	Land ownership enquiry	
10/4/2025	Chris Renshaw, Bruton Knowles	Client	Email	Confirmation of CPO and proposed use of client's land as a temporary compound. Indication of Order to be submitted Summer/Autumn 2025. Proposed Agreement for a term of 7 years to commence 2026.	Terms to be sent accordingly.
22/4/2025	John Dodd, Justin Mortimer for Plevinco	Chris Renshaw, Bruton Knowles	Meeting	General introduction meeting of NR proposed temporary occupation and compensation	Open to a reasonable discussion where a negotiated agreement could be achieved. Await formal terms for CPO temporary possession
1/5/2025	Chris Renshaw, Bruton Knowles	Client	Email	First set of draft terms issued	
27/5/2025	Chris Renshaw, Bruton Knowles	John Dodd for Plevinco	Email	Request for site inspection by NR Project Team.	
27/5/2025	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Arrangement for immediate site visit for the NR Project Team to assess the site.	
28/5/2025	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Site Inspection confirmed with no requirement to internally inspect existing buildings.	

Date	Contact	To	Method	Purpose	Comments
30/5/2025	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	9am site inspection confirmed for 3/6/2025.	
12/6/2025	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Residential land sales comparable evidence and land valuation appraisal.	No response
24/7/2025	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Follow up email requesting BK to '...advise on any anticipated timescales for a potential deal to be agreed. My client's proposals are currently on hold and we are keen to move the planning forward if a deal can not be agreed with Network Rail.'	No response
5/8/2025	John Dodd and Justin Mortimer for Plevinco	Chris Renshaw, Bruton Knowles	Meeting	General discussion of values and compensation with reference to £6M site sale proceeds and loss of Vacant Building Credit	No response
13/8/2025	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Detailed email outlining how our client's compensation for Loss and Damage of not being able to sell the site: Opportunity costs of finance, calculation of Vacant Building Credit, and negative impact on land value with having on site affordable housing provision	No response
14/8/2025	Chris Renshaw, Bruton Knowles	John Dodd for Plevinco	Email	Acknowledgment – 'I will of course discuss this with the project and come back to you as soon as I am able.'	

Date	Contact	To	Method	Purpose	Comments
20/8/2025	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Update request and to confirm how and when fees are to be paid, as a considerable amount of work had been undertaken to date	No response
16/9/2025	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Request for further information of the CPO: timescales	No response
23/10/25	Bruton Knowles	Client	Letter	Advising of Order to Secretary of State in November 2025	Received 28/10/25 by email.
7/11/2025	Penny Carter, Project Manager NR	Client	Letter	Notice of Application for the Order to Temporarily use the clients land	Objections to be submitted to SOS by 19/12/2025
27/2/2026	Department for Transport	Client	Letter	Notice of Inquiry arrangements to be held 9/6/2026	
19/3/2026	Chris Renshaw, Bruton Knowles	John Dodd and Justin Mortimer for Plevinco	Teams Meeting	All parties meeting with agents and Project Team including Neil Billingsley, BR	General discussion of progress, timescales, methodology, values and compensation. First notification of alternative sites considered and discounted.
8/4/2026	Chris Renshaw, Bruton Knowles	John Dodd for Plevinco	Email with attachment	Second draft HOTs following the Teams Meeting	

Date	Contact	To	Method	Purpose	Comments
14/4/2026	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Formal note to confirm client's dissatisfaction with the whole process	
14/4/2026	Chris Renshaw, Bruton Knowles	John Dodd for Plevinco	Email	Acknowledgment to '... confirm I have forwarded to the project and will revert to you asap once I have instructions,'	
14/4/2026	Planning Inspectorate	Solicitors	Letter	Inspector's Pre-Inquiry meeting note 17/4/2026	
12/5/2026	Network Rail	Solicitors	Letter	Proof of Evidence – Property Neil Billingsley, Bruton Knowles dated 12/5/2026	
14/5/2026	Chris Renshaw, Bruton Knowles	John Dodd and Justin Mortimer for Plevinco	Meeting	To discuss the second set of draft terms which are not acceptable. How can this be moved forward and what are the timescales? The level of compensation is not acceptable, and if no agreement it proceeds to Lands Chamber of the Upper Tribunal.	
01/06/2026	Chris Renshaw, Bruton Knowles	John Dodd and Justin Mortimer for Plevinco	Email	Revised HOTs	
15/06/2026	John Dodd for Plevinco	Chris Renshaw, Bruton Knowles	Email	Detailed comments and amends to HoTs	No response to date

SCHEDULE 1

Article 3(a)

MODEL CLAUSES FOR RAILWAYS

“ARRANGEMENT OF CLAUSES

PART 1

Preliminary

1. Interpretation
2. Incorporation of Railways Clauses Acts
3. Application of the 1991 Act

PART 2

Works Provisions

Principal powers

4. Power to construct and maintain works
5. Power to deviate

Streets

6. Power to execute street works
7. Stopping up of streets
8. Temporary stopping up of streets
9. Access to works
10. Construction and maintenance of new or altered streets
11. Construction of bridges and tunnels
12. Agreements with street authorities
13. Level crossings

Supplemental powers

14. Discharge of water
15. Protective works to buildings
16. Power to survey and investigate land

PART 3

Acquisition and Possession of Land

Powers of acquisition

17. Power to acquire land
18. Application of Part 1 of the Compulsory Purchase Act 1965
19. Application of the Compulsory Purchase (Vesting Declarations) Act 1981
20. Power to acquire new rights
21. Power to acquire subsoil only
22. Power to acquire land limited to subsoil lying more than 9 metres beneath surface

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

23. Rights under or over streets

Temporary possession of land

- 24. Temporary use of land for construction of works
- 25. Temporary use of land for maintenance of works

Compensation

- 26. Disregard of certain interests and improvements
- 27. Set-off for enhancement in value of retained land

Supplementary

- 28. Acquisition of part of certain properties
- 29. Extinction or suspension of private rights of way
- 30. Time limit for exercise of powers of acquisition

PART 4

Miscellaneous and General

- 31. Planning permission and supplementary matters
- 32. Power to lop trees overhanging the authorised works
- 33. Open space
- 34. Power to operate and use railway
- 35. Power to transfer undertaking
- 36. Power to charge fares
- 37. Application of landlord and tenant law
- 38. Obstruction of construction of authorised works
- 39. Trespass
- 40. Disclosure of confidential information
- 41. Statutory undertakers etc.
- 42. Certification of plans etc.
- 43. Service of notices
- 44. No double recovery
- 45. Arbitration

SCHEDULES —

Schedule 1 — Scheduled works

Schedule 2 — Acquisition of certain lands for ancillary works

Schedule 3 — Streets subject to street works

Schedule 4 — Streets to be stopped up

Part 1 — Streets for which a substitute is to be provided

Part 2 — Streets for which no substitute is to be provided

Schedule 5 — Streets to be temporarily stopped up

Schedule 6 — Access to works

Schedule 7 — Level crossings

Schedule 8 — Modification of compensation and compulsory purchase enactments for creation of new rights

Schedule 9 — Land of which only subsoil more than 9 metres beneath surface may be acquired

Schedule 10 — Land of which temporary possession may be taken

Schedule 11 — Provisions relating to statutory undertakers etc.”

MODEL CLAUSES

“PART 1

PRELIMINARY

Interpretation

1.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961⁽¹⁾;

“the 1965 Act” means the Compulsory Purchase Act 1965⁽²⁾;

“the 1990 Act” means the Town and Country Planning Act 1990⁽³⁾;

“the 1991 Act” means the New Roads and Street Works Act 1991⁽⁴⁾;

“address” includes any number or address used for the purposes of electronic transmission;

“authorised works” means the scheduled works and any other works authorised by this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“the book of reference” means the book of reference certified by the Secretary of State as the book of reference for the purposes of this Order;

“carriageway” has the same meaning as in the Highways Act 1980⁽⁵⁾;

“electronic transmission” means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form;

“footway” has the same meaning as in the Highways Act 1980;

“highway” and “highway authority” have the same meaning as in the Highways Act 1980;

(1) 1961 c. 33.

(2) 1965 c. 56.

(3) 1990 c. 8.

(4) 1991 c. 22.

(5) 1980 c. 66.

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“the land plan” means the plan prepared in pursuance of rule 12(5) of the Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006⁽⁶⁾ and certified by the Secretary of State as the land plan for the purposes of this Order;

“the limits of deviation” means the limits of deviation for the scheduled works shown on the works plan;

“maintain” includes inspect, repair, adjust, alter, remove, reconstruct and replace, and “maintenance” shall be construed accordingly;

“the Order limits” means any limits of deviation and any additional limits of land to be acquired or used which are shown on the land plan or the works plan;

“owner”, in relation to land, has the same meaning as in the Acquisition of Land Act 1981⁽⁷⁾;

“the scheduled works” means the works specified in Schedule 1 to this Order or any part of them;

“the sections” means the sections prepared in pursuance of rule 12(3) of the Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006 and certified by the Secretary of State as the sections for the purposes of this Order;

“street” includes part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act;

“the tribunal” means the Lands Tribunal;

“the undertaker” means [];

“watercourse” includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain; and

“the works plan” means the plan prepared in pursuance of rule 12(1)(a) of the Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006 and certified by the Secretary of State as the works plan for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do, or to place and maintain, anything in, on or under land or in the air-space above its surface.

(3) All distances, directions and lengths stated in the description of the scheduled works or in any description of powers or lands shall be construed as if the words “or thereabouts” were inserted after each such distance, direction and length, and distances between points on a scheduled work shall be taken to be measured along the scheduled work.

Incorporation of Railways Clauses Acts

2.—(1) The following provisions of the Railways Clauses Consolidation Act 1845⁽⁸⁾ shall be incorporated in this Order—

section 46 (crossing of roads—level crossings), subject to paragraph (4);

section 58 (company to repair roads used by them), except for the words from “and if any question” to the end;

section 61 (company to make sufficient approaches and fences to highways crossing on the level);

section 68 (accommodation works by company);

⁽⁶⁾ S.I.2006/1466.

⁽⁷⁾ 1981 c. 67.

⁽⁸⁾ 1845 c. 20.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

(3) Where the undertaker acquires any part of, or rights in, the subsoil of the land to which this article applies, it shall not be required to acquire a greater interest in the land or an interest in any other part of it.

(4) References in this article to the subsoil of land are references to the subsoil lying more than 9 metres beneath the level of the surface of the land; and for this purpose “level of the surface of the land” means—

- (a) in the case of any land on which a building is erected, the level of the surface of the ground adjoining the building;
- (b) in the case of a watercourse or other water area, the level of the surface of the ground nearest to it which is at all times above water level; or
- (c) in any other case, ground surface level.

Rights under or over streets

23.—(1) The undertaker may enter upon and appropriate so much of the subsoil of, or air-space over, any street within the Order limits as may be required for the purposes of the authorised works and may use the subsoil or air-space for those purposes or any other purpose ancillary to its railway undertaking.

(2) Subject to paragraph (4), the power under paragraph (1) may be exercised in relation to a street without the undertaker being required to acquire any part of the street or any easement or right in the street.

(3) Subject to paragraph (5), any person who is an owner or occupier of land in respect of which the power of appropriation conferred by paragraph (1) is exercised without the undertaker acquiring any part of that person’s interest in the land, and who suffers loss by the exercise of that power, shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(4) Paragraph (2) shall not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(5) Compensation shall not be payable under paragraph (3) to any person who is an undertaker to whom section 85 of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary Possession of Land

Temporary use of land for construction of works

24.—(1) The undertaker may, in connection with the carrying out of the authorised works—

- (a) enter upon and take temporary possession of the land specified in columns (1) and (2) of Schedule 10 to this Order for the purpose specified in relation to that land in column (3) of that Schedule relating to the authorised works specified in column (4) of that Schedule;
- (b) remove any buildings and vegetation from that land; and
- (c) construct temporary works (including the provision of means of access) and buildings on that land.

(2) Not less than 14 days before entering upon and taking temporary possession of land under this article the undertaker shall serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker may not, without the agreement of the owners of the land, remain in possession of any land under this article after the end of the period of one year beginning with the date of completion of the work specified in relation to that land in column (4) of Schedule 10 to this Order.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker shall remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker shall not be required to replace a building removed under this article.

(5) The undertaker shall pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, shall be determined under Part 1 of the 1961 Act.

(7) Without prejudice to article 44 (no double recovery), nothing in this article shall affect any liability to pay compensation under section 10(2) of the 1965 Act or under any other enactment in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under paragraph (5).

(8) The powers of compulsory acquisition of land conferred by this Order shall not apply in relation to the land referred to in paragraph (1) except that the undertaker shall not be precluded from—

- (a) acquiring new rights over any part of that land under article 20 (power to acquire new rights); or
- (b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 21 (power to acquire subsoil only) or in accordance with article 22 (power to acquire land limited to subsoil lying more than 9 metres beneath surface).

(9) Where the undertaker takes possession of land under this article, it shall not be required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act shall apply to the temporary use of land pursuant to this article to the same extent as it applies to the acquisition of land under this Order by virtue of article 18(1) (application of Part 1 of the Compulsory Purchase Act 1965).

Temporary use of land for maintenance of works

25.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any of the scheduled works, the undertaker may—

- (a) enter upon and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the work or any ancillary works connected with it; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

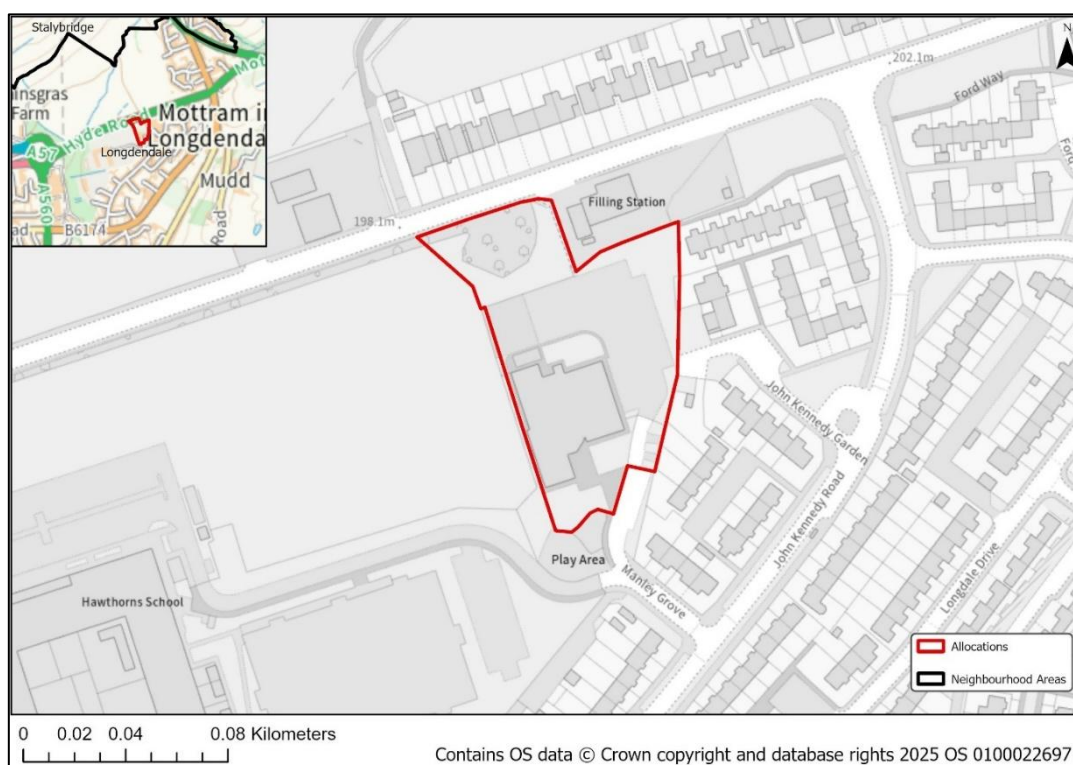
(2) Paragraph (1) shall not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

Tameside Metropolitan Borough Council

Homes, Spaces, Places Preferred Option Consultation Draft Local Plan

Regulation 18



HSP S2J: Allocation 3: Manley Grove (0.74 hectares): for around 26 new homes

Policy HSP S2K: Mossley

The vision for the Mossley neighbourhood up to 2042 is to:

- 1. Support the TransPennine rail upgrade programme and the opportunities it provides to the wider neighbourhood: improving connectivity; catalysing support for emerging food and beverage uses and enhancement of shop frontages.**
- 2. Strengthen the uniqueness of Mossley's market town selling point, securing a positive future for the town's market square through small scale public realm interventions to increase footfall and economic activity on event days and encourage sustained informal use of the space throughout the year.**
- 3. Deliver a net increase of around 870 new homes across Mossley.**
- 4. Support improvements to the pedestrian environment along Manchester Road and Stamford Street, seeking opportunities to lessen car dominance, improve the high street and create a safer and more pleasant environment.**
- 5. Support the regeneration of Bottom Mossley, specifically through the use of derelict mills to provide new high-density residential accommodation.**

6. **Seek opportunities to enhance connectivity and linkages between Top and Bottom Mossley, mindful of gradients and the potential need for resting places.**
7. **Improve active travel links via upgrading the permeability of the canal and river corridors.**
8. **Maximise the positive opportunity to reuse the former Mossley train station buildings resulting from the TransPennine upgrade programme.**

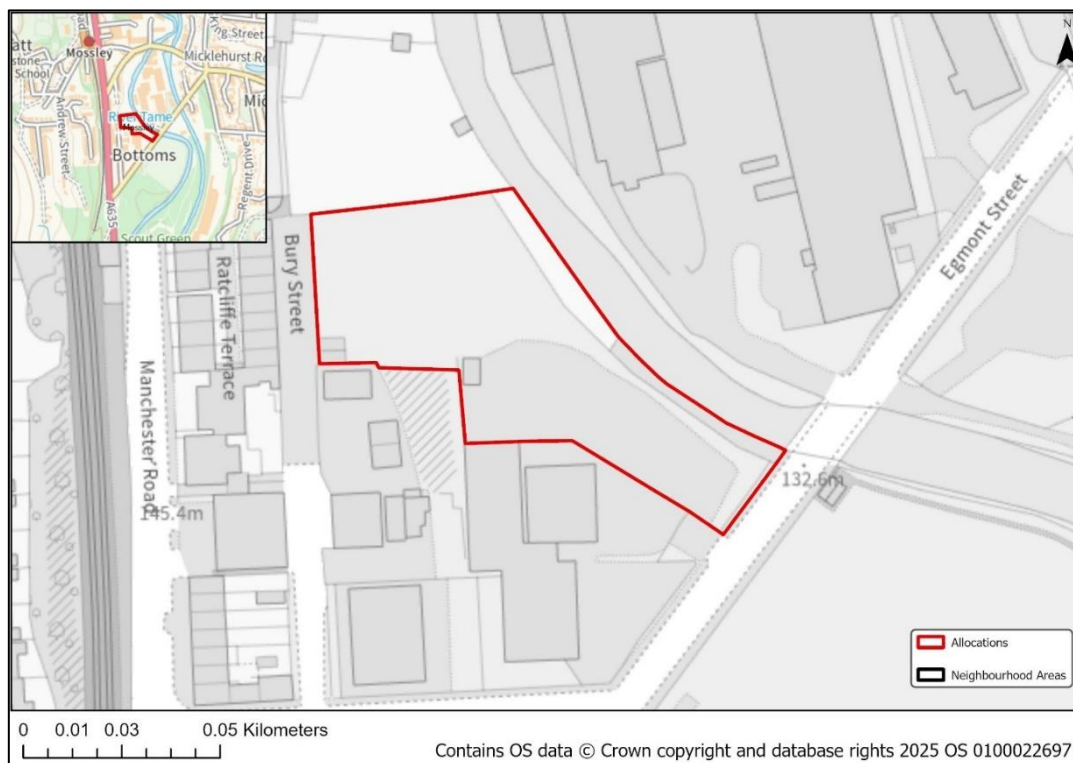
5.167 *Reasoned justification*

- 5.168 Mossley is a unique and distinctive town located within the steep valley of the River Tame, adjacent to the Pennine Hills and the Peak District National Park. The town's industrial heritage and unique character provide a strong foundation for place-making, regeneration and a distinct pride amongst its residents. This heritage offers opportunities to repurpose existing buildings, enhance the quality of the built environment, and strengthen Mossley's identity as an attractive place to live.
- 5.169 Mossley's retail provision is currently split between two local centres - Top Mossley and Bottom Mossley, which for the first time has been reflected in a town centre boundary which recognises both locations. Shop frontages and public realm are in some instances of poor quality, reducing the overall attractiveness of the centres and there is significant potential to improve street design for pedestrian safety, strengthen connections between the two centres, and diversify the retail offer. Enhancements to the evening economy, food and beverage sector, and capitalising on the area's strengths in creative industries will further support tourism, employment, and local income generation.
- 5.170 The town's housing stock reflects its industrial past, with some listed properties contributing to its character. However, while the local housing market is strong it lacks diversity, being dominated by terraced properties, with limited affordable options for first-time buyers, growing families and older residents. Future development should deliver a balanced mix of housing types and tenures, while respecting Mossley's historic character through design codes and adherence to Green Belt policy. Opportunities exist to redevelop older industrial sites and riverside land, exploring the potential to repurpose buildings like Britannia Mill and Queens Mill for residential-led mixed-use schemes, including modern workspaces and flexible offices to support start-ups and entrepreneurs.
- 5.171 Mossley's workforce is predominantly commuter-based or remote-working due to more limited local employment opportunities. Expanding mixed-use development and improving town centre vitality will create additional jobs.

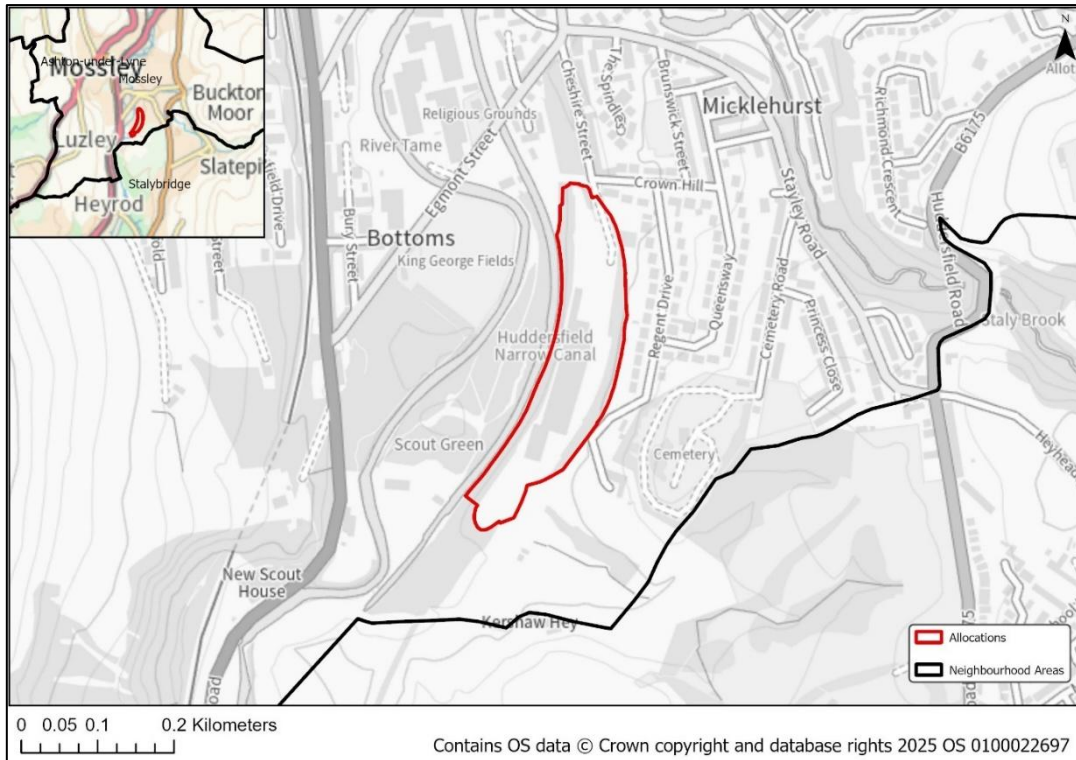
The town's proximity to open countryside also presents opportunities to grow the rural economy.

- 5.172 Topography and valley constraints limit active travel and weaken walking, cycling, and wheeling networks. Improving public realm connections, particularly along the River Tame and Huddersfield Narrow Canal, will enhance accessibility and community cohesion. Public transport improvements are essential, including more frequent bus services and better integration with Mossley's rail station. Future TransPennine rail upgrades, enhancing Mossley train station and relocating it, will change the dynamic of the town but pose the positive opportunity to strengthen connectivity to Greater Manchester and beyond.
- 5.173 Mossley benefits from extensive open space and access to strategic routes such as the Tame Valley Trail and Pennine Bridleway. However, there is a need for robust management and conservation strategies to protect these assets. A comprehensive flood risk and river management strategy is required to safeguard residential areas and infrastructure.

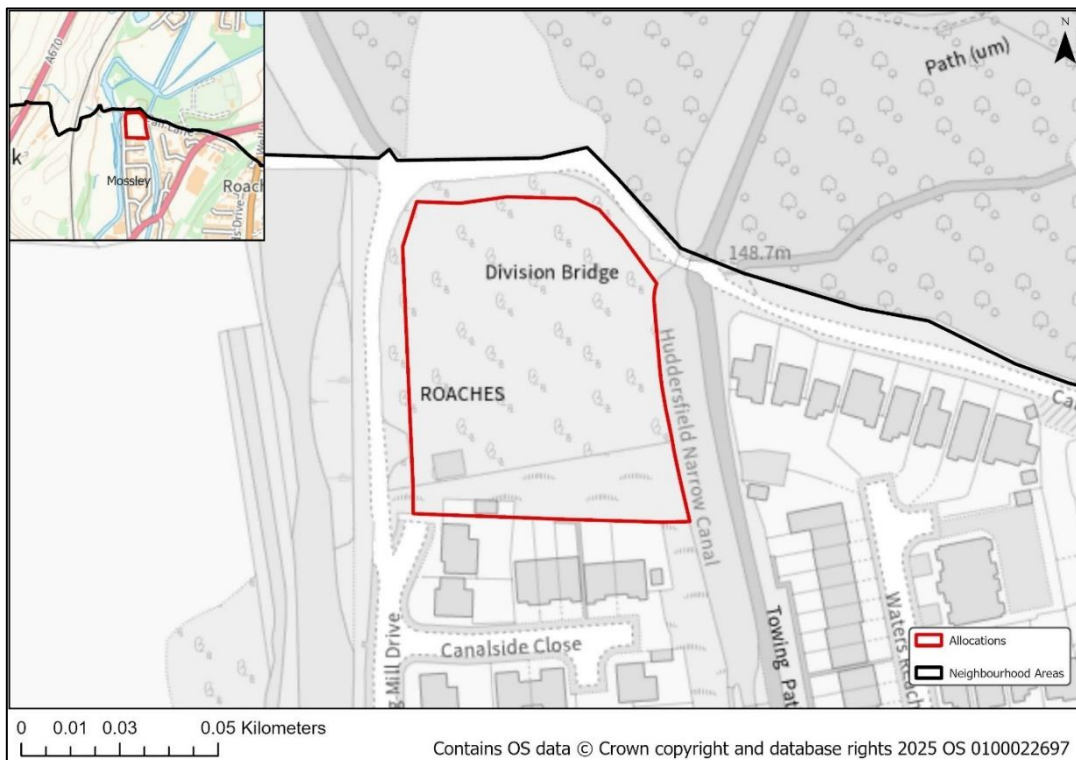
5.174 Development allocations



HSP S2K: Allocation 1: Egmont Street (0.46 hectares): for around 1,840 sqm of employment uses



HSP S2K: Allocation 4: Cheshire Street (3.74 hectares): for around 187 new homes



HSP S2K: Allocation 5: Roaches (0.51 hectares): for around 18 new homes