

From: Carla Thompson [<mailto:Carla.Thompson@Brown-co.com>]
Sent: 28 October 2015 15:33
To: Nicholas Coombes
Subject: Deadline 13 Representations on behalf of Mr Roger Everdell (our ref E975)

Dear Mr Coombes,

Representing my client Mr Roger Everdell I was able to participate in the draft DCO Hearing on Thursday 22nd October 2015. I write to confirm issues which were raised at that meeting by way of comments on the Ex A's draft DCO.

1. During the course of the discussion it became clear that Article 41 is due to become Schedule 10. It was confirmed that Schedule 10 in its final draft will be substantially beefed up by extensive reference to documentation. There followed some discussion as to the basis on which documents would be referred to in Schedule 10. On behalf of Mr Everdell and indeed other clients I expressed concerns that it is essential that the DCO as and when made should be readily understandable and the documents to be readily defined. I made representations that at the very least the references at Schedule 10 should refer to a series of documents as published together with appropriate amendments.
2. Arising out of the discussions regarding Article 41, Schedule 2 Parts 1 & 2 and Schedule 10 there remained some confusion in my mind as to the manner in which detailed design changes to the documents outlined in Scheduled 10 would be carried through:

As an example and linked to my client Mr Everdell I have noted that the DCO with Schedule 10 as it is likely to appear will incorporate in respect of the northern section of Borrow Pit No. 3 (as owned by Mr Everdell) Works Plan Regulation Sheet 14 of 29 drawing No A14/ARP/ZZ/00/DR/Z/00214 and Sheet 13 of 29 in the same series. I am anticipating that engineering sections borrow pits Sheet 49 of 59 (Drawing No. A14-APR-ZZ-00-DR-Z-04049) will appear which will show the maximum depth of the borrow pit on my client's land as being 4.9m.

This coupled with Article 7 of the draft DCO which restricts limits of deviation gives a maximum depth of working on my client's land of $4.9\text{m} + 0.5\text{m} = 5.4\text{m}$.

My client has expressed concerns regarding the impact of de-watering on his adjacent domestic borehole water supply and on his adjacent fishing lakes.

As seems likely should at detailed design stage, it be established that there is a need to deepen borrow pit No. 3 to say 10m in depth, I asked the question as to how this will be achieved within the framework of the DCO and whether this would be a matter to which the Secretary of State would require to give approval at Schedule 2.

I went on to express concern that if every detailed design change were to require Secretary of State approval there would be very strong risk that the default provisions of Part 2 of Schedule 2 would come into play in which case there is considerable risk of unintended consequences for my client and indeed other clients affected by the scheme.

My client is anxious that the process of the last 6 months results in a document which gives certainty to claimants and their advisors and does not create uncertainty.

The foregoing represents my synopsis of the comments made at the Hearing last week.

For the avoidance of doubt my client continues to contend that no compelling case for the acquisition of land for the purposes of a borrow pit has been made and that Borrow Pit 3 should be excluded from the DCO.

Yours sincerely,

Michael Alexander FRICS FAAV

Carla Thompson
Secretary, Land Agency Department



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For and on behalf of Brown & Co - Property & Business Consultants LLP

T 01480 432220   

Huntingdon Office, Acre House 70c High Street, Huntingdon, Cambridgeshire, PE29 3DJ

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