

**PLANNING ACT 2008**

**INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010**

**FURTHER SUBMISSIONS OF NFU REGARDING THE A14  
CAMBRIDGE TO HUNTINGDON IMPROVEMENT SCHEME  
DEVELOPMENT CONSENT ORDER 201 [...]**

**PLANNING INSPECTORATE REFERENCE NO TR010018**

**FURTHER SUBMISSIONS OF NATIONAL FARMERS UNION ON  
THE COMPELLING CASE ISSUE**

**DATE 9th November 2015**

1. Following the Submissions on behalf of the NFU and the A14 Agents dated 30th October 2015, the DCLG published the policy replacement of Circular 06/2004 as the *Guidance on Compulsory Purchase Process and the Criche! Down Rules etc* ("the 2015 Guidance").

2. Whilst in broad terms paragraphs 12 to 16 reflect the previous guidance in paragraphs 17 and 24-25 of Circular 06/2004, the following words in paragraph 16 are important:

*"Acquiring Authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted, save for lands where land ownership is unknown or in question"*

3. For the reasons already submitted, it is not accepted that that guidance has been followed by HE.

**Falcon Chambers**  
**Falcon Court**  
**London EC4Y 1AA**

**BARRY DENYER-GREEN**  
**9th November 2015**

IN THE MATTER OF AN  
APPLICATION FOR A  
DEVELOPMENT CONSENT ORDER

AND IN THE MATTER OF THE A14  
CAMBRIDGE TO HUNTINGDON  
IMPROVEMENT SCHEME  
DEVELOPMENT CONSENT ORDER  
201 [...]

AND IN THE MATTER OF THE  
NATIONAL FARMERS UNION

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**FURTHER SUBMISSIONS ON  
COMPELLING CASE ISSUE**

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REF Louise Staples, MRICS, FAAV  
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**PLANNING ACT 2008**

**INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010**

**FURTHER SUBMISSIONS OF NFU REGARDING THE A14 CAMBRIDGE TO HUNTINGDON  
IMPROVEMENT SCHEME DEVELOPMENT CONSENT ORDER 201 [...]**

**PLANNING INSPECTORATE REFERENCE NO TR010018**

**FURTHER SUBMISSIONS OF NATIONAL FARMERS UNION ON THE COMPELLING CASE ISSUE**

**DATE 11th November 2015**

**Compulsory Acquisition Submission – Deadline 13 – HE/A14/EX/191**

1. Following the Submissions on behalf of the NFU and the A14 Agents dated 30th October 2015, the NFU would like to make the following further submission in response to documents HE/A14/EX/191 and HE/A14/EX/247 particularly in regard to the compelling case.  
HE/A14/EX/191 – Part A Compelling Case
2. Highways England (HE) have highlighted at paragraph 1.2.2 that the ExA highlighted paragraph 26 of the DCLG guidance and it is this following part that the NFU thinks is relevant “...the applicant should plan for compulsory acquisition at the same time as conducting negotiations and
3. HE at para 2.1.1 have highlighted that the DCLG guidance gives support for the initial provision of compulsory acquisition of land within a DCO application, whilst contemporaneously engaging in negotiations with landowners throughout the Examination and the detailed design stages.
4. It is the NFUs understanding HE have not been contemporaneously engaging in negotiations with landowners throughout the Examination.
5. HE at para 2.1.2 have said that they took steps to initiate and progress negotiations to acquire land by agreement starting in October 2014. This was carried out by HE by sending out a letter to landowners to register their interest as they have clarified at para 2.1.5. A copy of the said letter is at annex A.
6. AS HE have identified after para 2.3.1 agents on behalf of landowners did reply to the HE letter identifying that they would like to enter into negotiations with HE including David Sinfield, Michael Alexander, Iain Nott, Marja Wilding, Andrew Mickle and Stephen Home.
7. Camilla Horsfall who acts for the Tophams received the letter from HE in October 2014 and responded but has not been identified by HE at para 2.3.1. She has received no written response to letters from HE and had to chase HE to set up a meeting to discuss issues.
8. All of these agents have agreed that meetings were organised with HE to discuss the A14 scheme **but** there are discrepancies about the meetings which took place and what was actually discussed.
9. Michael Alexander has submitted a response to you and this highlights that the meeting on 16 December 2014 did not take place as highlighted at para 3.7 and the meeting highlighted by HE on 19 February 2015 was a wide ranging meeting covering issues as diverse as early access for habitat land to borrow pits. It was acknowledged that borrow pit requirements were an area of difference and would be acknowledged in Statement of Common Ground. Further flood compensation areas and habitat creation were discussed.
10. Michael Alexanders interpretation of the meeting on 19th February was that in respect of the matters addressed in the November letter the position taken by HE was **not one of meaningful negotiations** to acquire by agreement. It was simply a **rehearsal of the justification** for why these areas had to be included within the CA area.

11. David Sinfield did have a meeting with HE on 9<sup>th</sup> January 2015 (para 3.3) but again has highlighted that no meaningful negotiation took place. He has highlighted that if HE had entered into “meaningful negotiations” he would have expected them at a meeting to either ask how much the landowner in question wanted to sell or put an offer to them, that has not been the case with HE. Any discussions on value at meetings have related to what compensation might be payable, apparently on the premise that the land is to be taken by CA in the DCO anyway.
12. Julian Dingle who also acts for George Lenton Trust has confirmed that he contacted HE agents Jacobs to confirm that he was acting as well as David Sinfield for the above client with the specific responsibility of minerals but HE have made no attempt to discuss and enter into negotiations on minerals.
13. Richard Baker who acts for the landowners C Cooper and Sons, Oxholme Farm has confirmed that he has had three meetings with HE with this client on 3 October 2014, 17 December 2014 and 26 March 2015, to discuss various issues **but** has stated no discussions of a significant nature were entered into regarding negotiating the purchase, in fact the subject was barely raised.
14. He also acts for Boxworth End Farm, Swavesey (Shepperson) and Lintons Farm, Hilton (Williams) and has confirmed that no negotiations have been entered into despite indicating their willingness to talk.
15. Richard is therefore of the opinion that no meaningful negotiations have been entered into in respect of any of the above clients.
16. Iain Nott and Marja Wilding who act for the Church Commissioners and University of Cambridge have stated the following that at para 2.3 HE have used our response to the Iain Parker Letter inviting landowners to negotiate as evidence of ‘early engagement aiming to acquire by agreement’. We disagree with this statement. There was no active, meaningful discussion initiated by HE as a direct consequence of their response to the Iain Parker letter.
17. They did have a meeting with HE on the 6/11/2014 as stated at para 3.12 but Iain Nott set the agenda to bring HE’s attention to impacts of the proposed scheme design on the University of Cambridge rural estate. HE are now using the wording of their minutes and agenda as evidence of their early negotiation on acquisition of land by agreement when, as the following points demonstrate, these early meetings do not constitute meaningful negotiation because HE did not act on their words until July 2015, or at all. (Attachment 2: Agenda and Minutes 6/11/2014 for The University of Cambridge and Church Commissioners; Attachment 3: Circulation of Minutes to HE). The only response HE ever provided as they requested were the plan Land Regulation Plans published 06/01/2015 distinguishing land to be acquired temporarily and permanently because they were part of the draft DCO submission.
18. Minutes 6/11/2014: The acquisition of borrow pits was discussed in respect of the Church Commissioners’ land. The minutes state ‘From perspective of CC, will be looking to start teasing out the borrow pits problem now in response to Ian Parker letter before the DCO submission.’

Clearly this shows a willingness by the landowner to engage in discussion regarding acquisition of the borrow pits. However, HE were not forthcoming. Their lack of engagement on temporary land take and borrow pit acquisition forced the Landowners to instruct Legal Counsel to address these concerns.

19. The action point following this discussion was for HE to 'publicise factual and explanatory basis for inclusion of borrow pits disclosing the quantity of aggregate available from active quarries and aggregate required for scheme.' Sarah Collins in her email dated 30/12/2014 (Attachment 3) said this information would be provided in the Environmental Statement. We assume this is [A14 6.1 ES Chapter 13](#) Materials; however, the level of detail they requested was not provided until the response to the NFU and the Wardell Armstrong report in HE/A14/EX/136 at Deadline 9 (10/09/2015, 7 months after the information was requested). Had this information been provided when requested, we would have been able to make informed representations at Deadline 2 and subsequent deadlines.
20. The detailed information coming forward in the last 2 to 3 weeks from HE has been too late for either the NFU acting on behalf of its members and the Agents acting on behalf of their clients to go through in detail to either respond to the ExA or to HE in any way.
21. Taking into account all of the above examples the NFU does not see how HE can possibly state as they do at para 6.1 that HE did seek to negotiate to acquire by agreement prior to the outset. Negotiation has just not happened. Further it is not a matter of fact HE initiated negotiations to acquire land by agreement prior to submission of the DCO application as stated at para 8.3. Further it is **not** unfounded as stated at para 8.4 that HE has neither yet conducted, nor sought to conduct, negotiations to acquire land by agreement.

### **Part B Matters Arising at the Compulsory Acquisition Hearings Compulsory Acquisition Objections**

HE at 3.1.2 have stated that they have discussed the Code of Construction Practice with the NFU since the hearings on the 21<sup>st</sup> and 22<sup>nd</sup> October which they have not. The NFU can confirm that it did receive the summary paper and a further meeting was held to discuss the SoCG.

22. HE have responded to the submission submitted by the NFU to deadline 13. **Compulsory Acquisition Submission Deadline 14 HE/A14/EX/247** . At para 4.14 and 4.15 HE have responded to the issues still raised over farm businesses having to obtain an agricultural licence to go through Huntingdon. At 4.15 it states that the NFU is requesting HE to guarantee licences. The NFU is requesting that Cambridge County Council should provide licences for named agricultural businesses in perpetuity. We have asked for clarification on what is 'demonstrable need' , the concern over that licences can be revoked and over the fact that the original licence says that CCC can use their absolute discretion whether or not to agree to a permit. There is far too much risk and uncertainty for the agricultural businesses affected with these unanswered questions and clarification not forthcoming.

23. At 4.16 HE have highlighted responses to issues raised over the CoCP in a table. The NFU would request that the complaints procedure at point 2 in the table will not only be set out in the community engagement strategy as stated but also explained at the Landowner Forums.

24. Point 3 in the table HE have confirmed that the COCP submitted for deadline 13 clarifies the detailed design process and how the detailed council will work. The NFU has looked at HE/A14/EX 162 and the latest CoCP EX/245 and still has concerns as to how disagreements at forums are to be dealt with and would request that landowners do need to be represented on the independent panel to be assembled as highlighted in para 4.3.26. The Strategic Stakeholder Board as defined at 4.3.3 is not diverse enough and needs to have a strategic stakeholder which represents landowners and occupiers.

25. The NFU does now understand how the Design Council will be involved in design but it is still not clear if there is a link between the Design Council and the independent panel set up by the Chief Highways engineer. It is still stated that HE will make the final decision on design at para 4.3.27. This cannot be correct and the independent panel should have the final word on design.

26. The NFU confirms its agreement that the CoCP will now make it clear that landowners will be consulted in the correction by HE of any incidents arising as a failure of any control procedures.

27. The NFU still has concerns over the new wording at 8.3.3 of the CoCP and **is adamant that the CoCP needs to include that an expert local drainage contractor will be instructed** to work alongside the main contractor for the works and will be appointed jointly by the main contractor and the landowners affected in that local area.

28. The NFU is very disappointed that HE have not agreed to carry out aftercare to soils for a minimum period of 5 years. The inspections highlighted at para 8.3.5 for once a year for three years is not enough. All the evidence from any construction scheme highlights that soil will not be restored to its original condition in 3 years. As stated before it is perfectly possible for a compensation claim to be agreed with agents acting for landowners in the time period and for HE to guarantee an aftercare period for a minimum of five years where soil samples are taken and remedial action carried out if it necessary. **The NFU strongly hopes that the ExA will require HE to change this aftercare strategy which falls short of what is requires on an infrastructure scheme of this size.**

