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To: [M25 Junction 28](#)
Subject: Deadline 5 Submission - Gardens of Peace
Date: 13 April 2021 11:09:06
Attachments: [20210413 - Gardens of Peace - Response to Deadline 5 - Final.pdf](#)

Dear Sir / Madam

Please find attached the submission in response to Deadline 5 on behalf of Gardens of Peace.

I would be grateful if you could please confirm receipt.

Yours faithfully

Gwyn

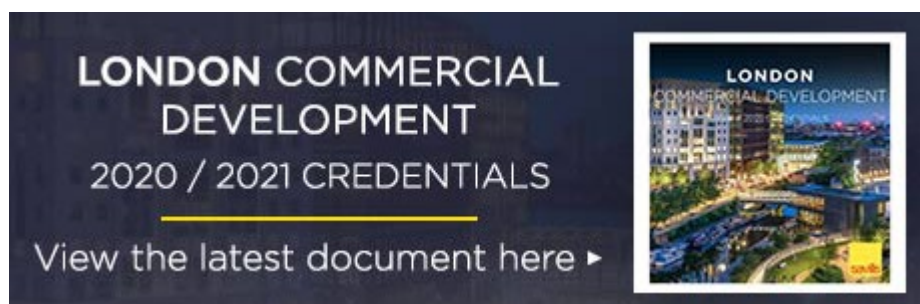
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13 April 2021
20210413 - Gardens of Peace - Response to Deadline 5 - Final



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Dear Sir / Madam

Gardens of Peace Muslim Cemetery (Plot 1/8) – Response to Deadline 5

Savills (UK) Ltd has been instructed by the Trustees of Gardens of Peace Muslim Cemetery (“Gardens of Peace”) to act on its behalf in submitting a response to Deadline 5.

Within this response we provide;

1. Response to the Examining Authority’s (“ExA”) Written Questions 2
2. Response to Action Point 4 within the Action Points arising from the Compulsory Acquisition Hearing
3. Comments on Applicants Response, submitted at Deadline 4, to the Gardens of Peace Deadline 3b Submission

1. Response to ExA’s Written Questions 2

CA 2.3 - *Following a request to do as Action Point 5 [REP4-018], the Applicant submitted a Gardens of Peace Muslim Cemetery Overlay Plan at Deadline 4 [REP4-020] in which it is demonstrated that Plot 1/8 would not extend over the burial plots.*

For the Applicant:

- i) *Explain how this plan is secured in the draft DCO [REP4-002] as a certified document and whether it forms would form part of the Land plans [REP3A-003].*

For the Gardens of Peace Muslim Cemetery:

- ii) *Respond to the Gardens of Peace Muslim Cemetery Overlay Plan submitted at Deadline 4 [REP4-020].*

Gardens of Peace welcome the changes to the reduction in area subject to acquisition of permanent rights over Plot 1/8. As a result of these changes, there will be no overlap of the easement width and the land identified for burial use, thus all land will be reinstated to its intended use post Scheme completion. Gardens of Peace has also been informed during a call with Cadent Gas, that due to the need to bore under the A12, the limit of deviation is very minimal and thus there will be no unintended deviation outside the limits identified on the plan submitted at Deadline 4 (Application Document Reference TR010029/EXAM/9.59).



2. Response to Action Point 4 within the Action Points arising from the Compulsory Acquisition Hearing – “Gardens of Peace Muslim Cemetery (Gardens of Peace) to confirm their position on the accepted Change Request no.4 received at D3a”

As referred to in the submission at Deadline 4 and above in Section 1, Gardens of Peace welcome the changes to Plot 1/8 and work number 4, being the reduction in area subject to acquisition of permanent rights within Plot 1/8. This will eliminate the concerns surrounding loss of burial plots as there will not be an overlap between the easement and burial land.

Notwithstanding this, a number of matters and a lot of detail need to be formally reviewed and agreed prior to entering into a contractual arrangement between Gardens of Peace and the Applicant. We provide a list of these matters, which will first be incorporated into the Heads of Terms, and subsequently the contractual arrangement, below in Section 3.

3. Comments on Applicants Response, submitted at Deadline 4, to the Gardens of Peace Deadline 3b Submission

For the purpose of this submission, we do not intend on responding to each individual response submitted by the Applicant within its submission at Deadline 4 (Application Document Reference TR010029/EXAM/9.51), as the majority of the points raised refer to the Draft Heads of Terms that have recently been issued by the Applicant. Accordingly, and by way of update on progress in relation to the draft Heads of Terms concerning mitigating measures, we take this opportunity to provide a general response to the Applicants submission at Deadline 4.

Gardens of Peace has been provided with the draft Heads of Terms, detailing the mitigating measures to be undertaken by the Applicant. The Heads of Terms were in a very brief form and could only be reviewed by Gardens of Peace and its professional advisors following a site meeting on Wednesday 24th March between Gardens of Peace and Cadent Gas, as matters from this meeting needed to be incorporated into the Heads of Terms.

Gardens of Peace are continuing to go through the detail to ensure the Heads of Terms incorporate all the essential information that will form the terms of the agreement between Gardens of Peace and the Applicant.

To date, Cadent Gas has confirmed that part of Plot 1/8 can be released back to Gardens of Peace to provide a soil storage area and for lorries to access the soil storage area via the Service Entrance (under the supervision of Cadent Gas). This comes as welcome news as it will eliminate the need to have a soil storage area at the main cemetery entrance and thus the need for lorries to use the same entrance as the public and mourners to collect the soil.

However, despite having access via Plot 1/8, we provide below Gardens of Peace’s outstanding concerns which, alongside the above proposal, should have been provided and rectified many months ago had the Applicant engaged more meaningfully at that time. Until these concerns are rectified within the Heads of Terms and the subsequent contractual arrangement, these will continue to be of concern. This is not a comprehensive list as further concerns may arise when working through the detail of the Heads of Terms.

- 1. Contingency plan for soil collection** – whilst access via Plot 1/8 will be arranged between Gardens of Peace and Cadent Gas in advance of any soil collection, should at any point access through Plot 1/8 be restricted for a period of time, then a contingency plan must be put in place to prevent soil build up and costs being incurred in unsuccessful soil collections.

2. **Timing** – The 6 months period of occupation by Cadent Gas needs to be incorporated into the draft Heads of Terms.
3. **Land Reinstatement** – whilst the draft Heads of Terms confirm land will be reinstated post works in accordance with the provisions of article 35(5) of the draft DCO, Gardens of Peace seek confirmation that all land reinstatement will be as per a pre-entry survey of the land and that the land will revert back to Gardens of Peace at the end of the anticipated 6 month occupation period.
4. **Temporary Tracking and Parking Material** – there are concerns surrounding the safety of aluminium tracking, especially when wet, and therefore an alternative material (for example TuffTrak) needs to be considered for parking and tracking.
5. **Repair and Upkeep of Tracking and Parking** - Clarification that Cadent Gas are responsible for the repair, upkeep and insurance (including public liability) of the temporary tracking and parking.
6. **Soil Storage** – Confirmation that Cadent Gas is to install concrete buffers around the soil storage area to prevent overspill from soil storage area onto adjacent storage areas.
7. **Plot 1/8 Fencing** – Whilst the work plans prepared by Cadent following the recent site meeting confirm that Plot 1/8 will be bounded by Heras fencing, Gardens of Peace require that the Heras fencing running along the site boundary between the cemetery and Plot 1/8 is cladded with landscape designs to provide a visual barrier of the ongoing works of Plot 1/8 from the cemetery. It is also required that the fence cladding is of a form that acts as an acoustic barrier, to prevent any noise disruption from the works site on any burials.
8. **Screening** – Confirmation that the Applicant is to incorporate Transport for London's agreement that it will not undertake any pollarding to the existing tree screening belt between the A12 and Gardens of Peace Cemetery.
9. **Costs** – The wording of the draft Heads of Terms fails to confirm that Highways England will bear the costs of measures such as concrete buffers around the soil storage site and costs arising in land reinstatement and any 'snagging' matters following Plot 1/8 being passed back to Gardens of Peace.
10. **Site Management Plan** – Gardens of Peace require a Site Management Plan is prepared to ensure maximum noise is kept to a minimum during sensitive times.
11. **Archaeology** – The written summary of oral submissions put at Hearings submitted by Havering Borough Council to the Examining Authority at Deadline 4 refers to the advice London Borough of Havering are receiving in relation to Archaeological matters. The submission refers the Applicants comment that they would look to see if trenching can be carried out during the Examination to further assess archaeological potential. Should the trenching concern Gardens of Peace land (Plot 1/8), there will be consequences to the Gardens of Peace Cemetery development. We therefore request any matters concerning archaeology are put to Gardens of Peace and its Agent, Savills, at the earliest opportunity to include contingency measures.
12. **Drainage Provisions** – The draft Heads of Terms does not make any provisions for a temporary drainage solution (both underground and surface water) to replace the existing drainage system that falls within and is affected by Plot 1/8 and associated construction works. The existing drainage system prevents contamination of and silt deposits within the adjoining watercourse and thus it is fundamental a temporary solution is designed and agreed ahead of finalising the Heads of Terms.

13. **Planning Provision** – The wording of the draft Heads of Terms is yet to include confirmation that the Applicant will prepare and submit the necessary temporary planning application for the temporary car park which falls outside the DCO boundary.
14. **Contamination** – The draft Heads of Terms is yet to include a provision obligating the Applicant to not cause any contamination to Plot 1/8 and any resulting impact to the wider ownership of the cemetery and watercourse. Gardens of Peace require confirmation that any contamination caused by the Applicant shall be remediated by the Applicant.
15. **Professional Fees** – confirmation that professional fees incurred by Gardens of Peace in reviewing, amending and agreeing Heads of Term's and time in reviewing the contractual arrangement paperwork are to be paid by the Applicant on completion of the contractual arrangement. A fee budget will be incorporated into the Heads of Terms, as opposed to being "*subject of a separate agreement between the Trustees and Valuation Office Agency*" as initially proposed by the Applicant.

Further iterations of the plan identifying Plot 1/8 works site, access, temporary road and parking etc., are currently being discussed and until finalised, the draft Heads of Terms cannot be completed. Only when such matters are finalised, will Gardens of Peace will be in a position to finalise the draft Heads of Terms, which will incorporate the abovementioned concerns, and to agree these with the Applicant.

We hope we have provided the information you require within sections 1, 2 and 3 above.

Yours faithfully



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