

6 July 2021  
20210706 - Gardens of Peace - Response to Deadline 10 - FINAL



National Infrastructure Planning  
Temple Quay House  
1 The Square  
Bristol  
BS1 6PN

Gwyn Church MRICS FAAV

DL: +44 (0) 203 618 3583  
M: +44 (0) 7811 676 688

33 Margaret Street W1G 0JD

T: +44 (0) 20 7499 8644

F: +44 (0) 20 7495 3773

savills.com

Sent by email to: [M25Junction28@planninginspectorate.gov.uk](mailto:M25Junction28@planninginspectorate.gov.uk)

Dear Sir / Madam

### **Gardens of Peace Muslim Cemetery (Plot 1/8 & 1/8a) – Response to Deadline 10**

Further to the Gardens of Peace Statement in relation to progress of the Tri-party Agreement submitted at Deadline 8, and taking into account Gardens of Peace's sensitive position in relation to its own cemetery development and the effects of the Applicant's junction improvement Scheme, Savills (UK) Ltd has been instructed by the Trustees of Gardens of Peace to act on its behalf in submitting a further update at Deadline 10 and ahead of the closure of the examination process.

Gardens of Peace is committed to continuing to work with the Applicant to finalise and enter into the Tri-party Agreement which outlines all the mitigating measures to be adopted by the Applicant to minimise the concerns of Gardens of Peace with the Scheme and its effects on its own cemetery development and daily operations. Gardens of Peace believes the negotiations have advanced well and like the Applicant, hopes to be in a position to complete the agreement within 21 days.

#### **Temporary Drainage**

However, in order to do so, the matter concerning the temporary drainage of Plot 1/8 and 1/8a during the period in which the Applicant will be occupying the relevant plots must be agreed. Gardens of Peace and its professional team have reviewed the documents submitted by the Applicant at Deadline 9 (REP9-066) and are of opinion the comments made in relation to the reason why the drainage matter is still outstanding are not a fair representation of what has occurred.

It is evident that the consultants acting on behalf of Gardens of Peace, Cadent Gas and the Applicant have discussed and debated solutions for a number of issues in good faith and the Gardens of Peace appreciates the efforts made by Cadent and the Applicant working with them to identify and agree measures to mitigate the impacts of the Scheme works on the availability of this cemetery development, which was acknowledged by the Secretary of State as being required to meet the burial needs of the Muslim community.

The matter of the Applicant requiring to drain surface water away from Plot 1/8 was first raised verbally by its contractors during a site visit to the subject land in mid-March 2021. Bearing in mind Gardens of Peace's efforts to engage with the Applicant since August 2020, this might be considered very late into the examination process to raise such a significant matter. It also indicates that the Scheme was not fully considered prior to the Development Consent Order application being submitted for approval.

During the aforementioned site visit between the parties' contractors, an option of draining water from Plot 1/8 and 1/8a into the wooded area of the cemetery (i.e. outside of the DCO area) was discussed verbally and identified as a possible option. Throughout April, Gardens of Peace' contractors provided a number of options



/ solutions for Cadent to consider and requested that Cadent followed up the preliminary discussions with detailed proposals. The woodland drainage option was reviewed by the wider Gardens of Peace professional team in mid-May although it is to be noted that even at that stage, no detailed proposal such as anticipated volume of storage required, flow rate / volume and treatment of collected water had been provided by the Applicant's representatives. On 20 May, as soon as it became apparent to Gardens of Peace that the option would not be suitable due to intended land use (infant burials), public access in that area and potential pollution risks, Gardens of Peace informed the Applicant of the inability to accommodate this initial proposal and invited an alternative solution. Thus, reference made by the Applicant that it had been "*only very recently that the Trustees made any mention of their intention to use the part of the site intended for drainage for infant burials*" is not a fair reflection of the situation.

Furthermore, neither the draft Heads of Terms for the Tri-party Agreement nor the first draft of the agreement itself, both prepared by the Applicant, made any reference to drainage and it was actually Gardens of Peace who raised the matter. In that respect, no criticism is intended of those drafts but this serves to highlight that the matter of surface water drainage from Plots 1/8 and 1/8a was not considered until a very late stage in the examination process.

Notwithstanding the above, Gardens of Peace continue to work with the Applicant in order to try and reach an agreement. This is demonstrated by the progress made since Deadline 9, where Gardens of Peace has progressed matters in relation to the temporary car park requirements by proposing a reduction in the area subject to temporary parking, thus hopefully increasing the prospects of the Applicant obtaining planning approval for this mitigation measure from the Local Planning Authority. Gardens of Peace has also suggested that the parties consider an alternative temporary drainage proposal, which would allow the Applicant to drain water away from Plots 1/8 and 1/8a via a pipe over Gardens of Peace retained land to the east and into the adjoining water course. This would, if workable, be subject to the Applicant obtaining any necessary licences or consents and providing appropriate assurances to Gardens of Peace concerning potential contamination. It is understood that this is being considered by the Applicant's technical advisers.

### **Impact on Soil Storage**

Should this temporary drainage option not be adopted, the Applicant suggested at Deadline 9 (REP9-066) and in subsequent telephone calls, that it would leave it no option but to construct a holding tank within Plot 1/8a and to have the water regularly collected and taken off site. The Applicant has suggested that the consequence of this is that it may not be able to accommodate Gardens of Peace's soil storage area within Plot 1/8a (with heavy goods vehicle access to the soil storage area being through Plot 1/8 and 1/8a), as previously agreed between parties as one of the mitigating measures. We do not see why this would be required and we have not seen or been provided with any supporting evidence to substantiate this assertion.

In the event that the Applicant is not able to accommodate the Gardens of Peace soil storage area, it would have to be relocated to the only other viable location, beside the main public entrance into the cemetery. As previously detailed in the submission at Deadline 4, a soil storage site beside the main public entrance brings rise to safety concerns surrounding daily lorries unnecessarily coming into the cemetery at the same time and at the same place as the mourners who are attending for burials, visitors to the graves of their loved ones and members of the public. Daily soil collections will be required should the soil storage area be relocated to beside the main entrance in order to minimise the compaction of land which will have been prepared for burial plots and try and ameliorate the adverse appearance of what should be a tranquil final resting place.

### **Trees**

The Applicant's efforts to deal with Gardens of Peace concerns are noted and it is accepted that as the Applicant has entered into the NMU Scheme, their latest statement (REP9-068) deals with Garden of Peace comments as best they can.

**Timing**

Subject to the mitigation measures in the Tri-Party Agreement being secured, the timing mitigation proposed by the Applicant i.e. that early works would commence not before the beginning of March 2022, are acceptable and address Gardens of Peace comments in this regard.

**Planning Application**

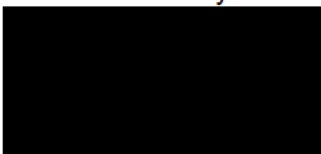
Please see reference to the temporary planning application above in the section titled "Temporary Drainage".

**Tri-Party Agreement**

Without an agreement outlining all the mitigating measures, the effects of the Scheme will be devastating for the provision of the cemetery on a timely basis. Gardens of Peace is a charity, and thus non-profit making, providing burials for the Muslim community in London and its surrounds. Gardens of Peace rely on Lillah donations and burial and funeral fees to maintain the cemeteries, pay wages and to build a fund for future maintenance and development of cemetery land. Whilst Gardens of Peace were already under pressure to commence development of the new cemetery, Covid-19 exacerbated this pressure with an increase in mortality rates and to put this into perspective, Gardens of Peace are recording burial rates which are double those for the previous 12-month period. There can therefore be no delay in the provision of this cemetery accepted by the Secretary of State as satisfying an urgent need. Without an agreement, the cemetery will not be able to operate as the mitigating measures which allow for temporary internal roads, parking and soil storage provisions, would not be in place to allow for uninterrupted business operations. Not being able to operate will not only bring rise to significant business disruption, but will also put Gardens of Peace in a sensitive financial situation and prevent them from meeting the needs of the Muslim community.

Subject to the Applicant's approval of the alternative drainage scheme proposal mentioned above, Gardens of Peace very much hope that the agreement can be completed within the next few weeks. If the outstanding drainage matter is not agreed and the Tri-party Agreement is not completed, Gardens of Peace request that the Examining Authority incorporate an obligation within the Development Consent Order that the Applicant must enter into the Tri-party Agreement or otherwise undertake to provide all of the mitigation measures which have been agreed in principle prior to taking occupation of Plots 1/8 and 1/8a.

Yours faithfully



Gwyn Church MRICS FAAV  
Associate