

14th December 2021

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Dear [REDACTED]

A428 Black Cat to Caxton Gibbet Road Improvement Scheme – Deadline 6

We write on behalf of the Church Commissioners for England (CCE) in connection with land it has an interest in, which will be impacted by the A428 improvement scheme. The land is located broadly between the settlements of Cambourne and Eltisley, as identified within our Written Representation.

This correspondence relates to '**Deadline 6**'. As an Interested Party, there are a number of matters which we wish to cover on behalf of CCE in advance of Deadline 6 today. These matters are set out within Appendix 1 prepared by Charles Russell Speechlys.

If you would like to discuss any aspect, please do not hesitate to contact my colleague, Nolan Tucker ([REDACTED]).

Yours sincerely

Deloitte LLP

Deloitte LLP

Appendix 1 – Deadline 6 Submission

THE CHURCH COMMISSIONERS FOR ENGLAND
DEADLINE 6 SUBMISSION

1 INTRODUCTION

The submissions below have been prepared by Charles Russell Speechlys LLP on behalf of the Church Commissioners for England (**CCE**) in connection with CCE's land that will be impacted by the A428 improvement scheme proposed by National Highways (**NH**).

2 POST-HEARING SUBMISSIONS

- 2.1 CCE wishes for the following brief points to be made, as arising from CAH2.
- 2.2 CCE are ready, willing and able to enter into an agreement with NH to facilitate the scheme. An agreement with NH is a practicable solution. It remains the case that there are no "showstoppers" to prevent NH from entering into such an agreement.
- 2.3 Compulsory purchase is a draconian tool and the use of it comes with the responsibility of meaningful engagement to seek to acquire by agreement. That is not about ticking boxes – the fact that NH has appeared at a certain quota of meetings or provided template agreements does not make engagement meaningful or meet the requirements of Government guidance.
- 2.4 If negotiations fail, the critical question is *why* acquisition by negotiation has not been practicable. It is NH's responsibility to help drive negotiations to a conclusion and to ensure that they have sufficient resources to do so in a timely manner.
- 2.5 By way of further update following CAH2, in respect of the two key documents to be concluded:
 - 2.5.1 The draft option agreement for permanent acquisition and associated matters has been received by NH (outside the agreed timetable for its production). It is being reviewed by CCE.
 - 2.5.2 NH has not produced the draft option agreement or lease for the borrow pit area. These are still awaited.
- 2.6 CCE see no reason why the agreements cannot be concluded swiftly – subject to NH performing to its proposed timetable.

- 2.7 Should ultimately NH say that there are “showstoppers”, then CCE should have the opportunity to respond to those before the examination concludes.
- 2.8 Fundamentally, CCE does not consider that it is appropriate for a DCO to be made in circumstances where the applicant’s endeavours have fallen short of what can reasonably be required, as is the case here to date.

3 COMMENTS ON INFORMATION & SUBMISSIONS RECEIVED AT DEADLINE 5

3.1 We refer to document TR010044/EXAM/9.65 (National Highways’ responses to the ExA’s WQ2).

3.2 Q2.5.3.1:

3.2.1 CCE returned the heads of terms to NH. The position on the drafting is as set out above.

3.2.2 CCE has confirmed to the Applicant that it can serve notice under the tenancy agreement to obtain vacant possession of the relevant land within a 12-month period. Otherwise, it remains open for NH to use its compulsory purchase powers in respect of the tenant’s interest. CCE awaits a considered response from NH.

3.2.3 CCE has provided details of its view of market value of the property to NH. However, CCE also notes that any disputes as to compensation can be referred to the Upper Tribunal in the usual way and this is not a reason for NH to refuse to enter into an agreement.

3.3 Q2.6.2.1

3.3.1 CCE note and accept that it may not be possible to restore land to the same Agricultural Land Classification as it was prior to the works being undertaken. The critical issue for CCE is to have a detailed works and restoration plan worked up in due course that aligns with the DCO requirements. Any reduction in land productivity can be addressed through compensation and the appropriate restoration scheme.

3.4 CCE await NH’s detailed responses and the draft option agreement / lease for the borrow pit before further comments can be made on NH’s position. CCE is very willing to give further details of negotiations if it would be helpful to the Examination.

4 **OTHER INFORMATION**

- 4.1 We note that the "Hearing Action Points" arising out of CAH2 require the submission by the Applicant of a substantive response to the actions agreed at the meeting on 3 November with CCE and evidence of an established dialogue over outstanding issues, including a schedule of meetings and agreed timetable including confirmation of the 4-6 week commitment. CCE are committed to facilitating such a timetable.

CHARLES RUSSELL SPEECHLYS LLP

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