

TEXT_CAH1_Session2_24022021_A1iN

Wed, 2/24 1:59PM • 1:04:28

00:03

Well, welcome back. It's now 1012 times resume this hearing into the compulsory acquisition.

00:11

Before we start on genda, item three, are there any matters anyone wishes to raise?

00:21

No. Good.

00:23

So, item three cites specific issues the applicant has set out in the agenda. It says the examining authority will ask the applicant to provide brief updates on the progress of negotiations with affected persons and the timetable of their conclusion.

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examined 30 may ask questions of the applicant about matters arising from written and oral submissions.

00:49

We've already dealt with a number of site specific issues under item two where these were especially related to human rights issues. I'd now like to cover some of the other site specific issues just before asking Mr. password to comments on the

01:09

unspecific matters. Can I just raise the issue of the the CA objection schedule?

01:21

So

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the shedule, which has been prepared in response to questions ca 1.1 has been provided that deadline three rep 322.

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And what we asked in ca 1.1, was for the applicant to complete the amics. ca, CA objection shedule

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and to make any entries that he would deem appropriate.

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And we also noted that annex B of the statement of reasons provided the shedule, which provides most of the information that we were requesting.

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The difficulty we have is that the ca shedule, which has been provided at

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ca pendik. ca one hasn't been provided in the form, which is comparable to the shedule, which we provided at Annex A, there's some missing information or lack of

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it isn't as comprehensive as it might be. And just wondered if the applicant could look at that again. So is the difference between what's in ca on

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and appendix ca five.

02:54

And what we're asking for is the applicant to provide subsequent versions of the ca shedule in the form which is set out in Annex A of E xa. q1.

03:08

I'm afraid there was a bit rambling, but hopefully you've got the message that Mr. passwords. Would you like to come back on that?

03:17

The shows that that it is not clear what the issue is. But what I think I understand is that you would simply like us to use the exact format of the shedule that you supplied rather than the format that in which we responded.

03:38

That's right. Yes, Upstate. Yes. Is there any particular reason why our schedule is not acceptable to you, sir, other than that, it does not resemble the format that you proposed. There are a couple of columns that are missing. And I'm not saying

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the basic point was that the shedule, which was attached to statements of reasons was virtually the same as the one that we would like to see, but then for some reason, what was provided subsequently in

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in response to ca 1.1 and is called a compulsory acquisition schedule

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that is taken a different format again, that is the same as in the format that was requested by the Inspectorate for the Berkeley to coalhouse scheme. We appreciate that you are a different aspect of it that that is the era into which I think we have fallen.

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So the missing schedules are headed What?

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Sorry, missing columns.

04:43

So

04:46

what we don't have is the objection number

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ipap reference number

04:59

Yes.

05:00

Britain Rep. Reference Number.

05:03

Yes.

05:05

Other documents reference number?

05:10

Yes. And the interest?

05:14

Sir, what we will do is that when there's nothing controversial secret in any of the information you're requesting, I suggest we never have secret I wasn't suggesting anything.

05:28

I suggest that we look to look to provide to you the information that you're requesting there, I'm certain that will be relatively straightforward to compile. As I say, I think I think it is provided in other forms in

other tables. So all we're really looking for is for it to be brought together. So yes, that would be very helpful. Thank you very much, Mr. Password. Thank you for helping me with that. Thank you. Okay, so

05:57

after that, then could go back then. Mr. Bassford, could you

06:03

provide a general overview as to where you are, with discussions with interested parties don't necessarily need to go through any schedule line by line, and particularly where things resolve that could pass over that. But it's, if there are particular items that you want to raise at this point, I'll then ask interested parties or affected persons to respond to what you've said. And then in item four, I'll be asking affected persons themselves if they want to comment on anything else? That's clear. Yes, I'm very conscious that it'll be a phone book reading session, if I'm not careful here, because there are a large number of interests that are affected by this lengthy scheme. And if I simply read through them, then we will be here for a very long while.

06:58

What I suggest that we do is if I and you've already heard in relation to some of the major, major discussions, what I suggest, and in fact, this is somewhat of a moving target. Your objective, I think, sir, is to make sure we are pressing on to resolve as many objections as possible, quite. And I would have thought it would be better time better spent if we're actually negotiating than simply telling you where we're negotiating. So what I what I suggest is that Mr. Hein runs through very, very rapidly, the CEA one, I'm saying this slowly, so that he has time to turn up the relevant documents. And what I what I suggest he does is tell you, overall, the likely timescales for reaching agreement with parties. And then grouping them Generally, if he is able to just describe to you any exceptions, ones, which are not moving swiftly or which are more complicated or which have particularly unusual characteristics. So rather than telling you about all of them, it just tells you about the ones which have particularly salient characteristics or where there is a authority point outstanding.

08:19

So he might, for instance, group them by the agents with whom he's negotiating. I know there are a number of Mr. Feldman's with Mrs. George white, a number with Mr. McKee. And so if he does it in that way, then that could expedite things somewhat. That sounds very useful way of doing things. Thank you, Mr. Mr. Hein, would you like to do it that way? And what I, as I indicated to Mr. Gleason, that it's probably best if you don't read through all of them. But just report by exception is the better way to go? Certainly. Thank you.

08:57

So there are as Mr. Bassman said a number of agents and I think it's probably easier to group them by by the agent in that respect, but that's okay. Yes. So looking at see one that the first agent is Mr. pilot has a number of clients. The vast majority are progressing very well. We've had constructive meetings and negotiations on land values. We have agreed and signed two of his parties.

09:27

Just this week sent off the paperwork to the legal representatives.

09:34

Most of the others are progressing we have the normal discussions over injurious affection and land value where we are we are progressing. One exception is the woodland burial ground where we have a significant difference in opinion on the value. We are continuing to discuss exchange evidence and try to reach an agreement which I hope we should be able to do

10:00

In the next few weeks, I'm moving on to George F. Wade and Mr. McKee. He was the main agent for George F. White. Again, a number of clients. Early discussions have taken place around land values on a more general basis. Mr. McKee and his assistant are now preparing claims for submission, which I am told will be with me very, very soon. Given the discussions that have taken place, I don't expect that to be anything controversial there. And we should be able to reach agreement again in in a short number of weeks.

10:38

The only exception to that is the bills which we have already covered on behalf of George F. White, where there are some more significant outstanding differences of opinion.

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Yet next next agent, if I move down is Young's on grim Bruce, again, mainly on the southern section more with to Felton, they have they have a number of clients there. We've had a number of meetings, exchange land values, I've made some offers. We've had some counter offers back from the agent armed I have agreed just just this morning, actually with Mr. Bruce, that I will respond to him by Friday. And I hope that we'll be able to, in that response, which agreement on a number of his clients. There's nothing controversial. There are some large landowners in there. But negotiations are progressing very, very well and ongoing. Thank you.

11:38

James McDonald, on behalf of struggling struggling Parker, again, we actually held an on site meeting recently with with him and his client culture,

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concerns over junction arrangements and things which we were able to demonstrate on the ground, which is very useful. We are now progressing. With discussions overvalue again, it's a single agricultural field within access track. It's not one that I

12:07

envisage being too complicated to reach agreement. And again, I would have thought in the next couple of weeks, we should have some significant progress. They're

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moving to the to Section B and to Ellington.

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Mr. Farrell is on the line. Who is it? Who is the main agent representing the majority of clients up there?

12:30

Just last week, we had some very, very useful discussions. I'm sure Mr. Pro will come on to that we've we've discussed land values in general. And we've broadly agreed some some some figures.

12:44

Mr. fell and his his not putting together some claims, which will come through on again, I don't see there being any grid difficulties and are reaching agreement on those clients.

12:58

Next, again, on the northern section, we have Mr. Mickey has one client up there, Mr. Armstrong, we had a site meeting, again to discuss the issues, broadly discussed values and a way forward.

13:15

Very, very good progress was really productive meeting on I expect us to be in a position to reach agreement in a number of weeks, rather than months.

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And I think that there's one more grace, we have Mr. Henry on the more with the fountain section, again, a number of virtual online telephone meetings with the agent, exchange of values and information on copying contracts. And, again, we are just finalising the claim. Nothing controversial.

13:51

A little bit of accommodation works to discuss, and we should be able to reach agreement in a very short space of time. And I think that just unless you have any particular entries you wish to disclose that just about covers most of the landowners, on their agents. That's been very useful. Thank you and very concise, which is helpful. Yeah, just I'm going to ask

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Mr. Feld to comments in the moments. And but just one I wanted to pick up. You mentioned Graham Bruce.

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She's done his London mill house developments. There have been a couple of

14:38

representations. No house developments putting the representation deadline to which is rep two Oh 27 and Capcom responded, rep three Oh, 24. I've read it. I haven't got details of precisely what it says but that did seem to be quite a bit of tuning throwing there is that one that you

15:00

said you think is possible to negotiate and agree quickly? Yes, sir. It is one of the slightly more complex in that there was a bit of a discussion over an extended planning permission for service outside.

15:16

I think this submission from Milhouse pointed to a sort of lack of progress of discussions or they tried to make contact, we have had meetings, both with mental health and with also with our aged Korean Bruce. And most recently, in the last in the last two weeks, I've had

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online meetings with Mr. Bruce to discuss valuation matters.

15:42

We we are much closer together than we were. So I think it's certainly one where we we should be able to reach agreement that may be in the you know, the three to four weeks rather than the one to two weeks. But we're certainly making progress on that. So that's very helpful. Thank you very much. Mr. foul. Would you like to come back on what Mr. Hines said?

16:03

Yes, thanks.

16:06

Yeah, just to is now time to go through some of the points that we raised the other day, or we or should we do those a bit later on? I was thinking 2004 if you just respond to anything the

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basic summary of the position? Yeah, no, I agree entirely with with Mr. Heinz summary. We are, we're in the process of we had some broad discussions on some overall concepts. And we're in the process of

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just identifying these atlantique for each. Quite a lot of the land for North Island estates, for example, is occupied by various different tenants under different tenancy arrangements. So we just need to identify the land take for each parcel so we can accurately assess the compensation. But

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in broad terms we're in we're in constant dialogue with Mr. Hein and hopefully that

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there's quite a lot to do. But we should hopefully get things sorted. So

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that's good to hear. Thank you very much.

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Does anyone else wish to comments in relation to item three than the shedule? of CA?

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No. Okay.

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So let's move on then to item four, which is site specific representations by affected persons. And

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having heard from the applicants under item three, this is the opportunity for persons to

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speak in relation to any objections they have, and put oral submissions to examining authority. Again, as we've said, we may ask questions of both the affected person and the applicants about matters arising from that. So I think we'll begin with you, Mr. foul.

18:07

If we can. And you raised five issues at the open floor hearing on Monday, as well, as we said with return to those, and

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him, if you want to go through that list or anything else, that that's fine. It may be that we decide that some of those matters may be better discussed tomorrow with the

18:39

second

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issue specific hearing.

18:44

Just because they relate to other other features of the scheme and may involve other parties. But let's go through your list anyway. And we'll see where we get to

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be useful. We fooled, so it's acceptable to you. Absolutely. Yep. Good. I think hopefully, once I finished, it will mean that you won't need to bring this up tomorrow.

19:05

So

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we've we've had some very positive discussions over the last few days.

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So just to go through each point.

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First one was over the link roads. I think, as I said yesterday that the landowners are fully supportive of the draft order.

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Correct me if I'm wrong, I think it's 13.1 coming which schedule it is.

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So we're very supportive of the

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inclusion in its current form the wording and obviously, from that point of view, it protects the the the landless landowners that those being thought Graham's law, greys

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and Raka state over the access and the future maintenance been been the responsibility of the local authority. So we're very supportive of that. And I'll also

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To confirm that as well. So hopefully that does that matter.

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Obviously, if they weren't to be maintainable, the highways authority that would cause a huge amount of issues that we discussed, but hopefully that will, that will come through.

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The second point was over vegetation clearance,

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and taken on board and how to read through the various sections of the cam. So, what we're quite happy to we've had some discussions about how we'll deal with that if vegetation is fully cleared or not fully cleared. And so Mr. Hind, and I have hired and I've agreed a way forward on that. And so we're comfortable with that. So I think that because that would that matter.

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topsoil bond location.

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As I think as I flagged that the other day, our concern is that it's, it was located in a in a separate location.

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The ATF committed that we will

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have discussions on site with

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Costco and their contractors to look at that location. And,

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if necessary, subject to any necessary agreements, but be able to move it up and down that east side of the line, I think that's where the preference would be, rather than putting on the west side. But perhaps there'll be a better location which, which will mean the soil is better protected and not located in a in a wet location. So I think that's a finer detail. It's only a temporary land take, it's not a permanent land take. And it's just before the construction process, which I think hopefully, discussions with casting will enable us to, to get to a solution, but everyone is agreed that we can look at that as it rather than it being a a fixed position.

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Because

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drainage

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is obviously a pretty vital and important feature, particularly on on the stretch from Alec, to Alan German that a lot of the land is is low lying, and

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floods a lot. So that

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we've had some discussions about that. Obviously, this the initial stage, the there aren't any detailed drainage designs done.

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There are perhaps some old field drainage systems that we might need to pick up. But we've we've had some bizarre discussions with he and we have a way forward

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of ensuring that the landowners are going to get an input into that design and implementation to make sure that

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we get the best drainage system possible to protect the land and avoid any any flooding issues or any any low spots in the future. So So we've had some good discussions that and I think we've all agreed on a way forward on that. Good.

23:02

The last point is the is slightly bigger, which is over the location, the relocation of the 66 kV a electric cable serves the wind farm

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after after some discussions, our clients Mrs. Graham's law, the rocker state, the various entities that rock have accepted and

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are happy to withdraw their

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comments and objections over the additional land take on that. So that is a positive we've we've got that we've got to

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come to we've we've sorted that out.

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In relation to Northumberland states at this moment in time,

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we just would like to reserve our position.

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on on on this at this time, it is it is obviously

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it is obviously difficult to ascertain exactly the

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impact at this stage until we've got a real detailed design of the location. What I can say is not the state's preference, if you remember, there are two options or the two options promoted in terms of the

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the rights for the cable, and their preference is for the land to be located in the permanent highway land take so that we avoid

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any

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access rights being granted over the balance of the land

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for maintenance, and so any maintenance would be

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within the control of the highway, highways England as opposed to across the

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northern states land. So that that is their preferred preference and agreement and i think i think Mr. bassel would agree that that is Disney

25:00

Two way forward. So yes, there are further discussions to be had, I think everybody is, is having those discussions, and we would hope that we'll be able to

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take those forward positively. It is obviously, from northern states point of view. It's the

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and I think everybody's committed to juicing amounts of necessary land take for that purpose. It is difficult to at this stage know exactly how best to design it. But hopefully, the discussions with casting over the next few months will enable us to get to a position, we would hope that we can get something agreed that at this moment in time, we just wish to reserve opposition in that regard. That's understood that's all is very helpful to hear that good progress has been made. Thank you. So in relation to the

25:51

agreements, who said to his grandpa and rock, withdrawing the objections, will you be confirming that in writing? I will, yes, thank you very much. Thank you. Mr. bassford, who's renting? Do you want to come back on?

26:05

As to Carl's comments, just to say, sir, that this very much aligns with our understanding of the position there's some work for us to do in relation to the top soil bonds and discussions with Mr. Phelan, his clients in relation to that and also in relation to ensuring that consideration is given to drainage were low lying lands affected and then in relation to the 66 kV cable, obviously, we welcome the we welcome, the position in respect of rocket states and Graham's law. In relation to Northumberland estates, we understand that the position is reserved that, as matters progress, we will continue to discuss the minimization or reduction mitigation of the lands take in that area

27:02

that he wants to reserve his clients position for the time being.

27:08

I think it's probably we would suggest that this is a point which does not require you to address it at present, the parties will come back to you if there is a matter still between us in due course, which means that it's a moot point for the time being, but we will let you know in good time with regard to the progress of the examination, should this be a matter where we think, Mr. Foul and his clients? And I think that, obviously, that it's a matter to which you do need to address your mind.

27:42

We also note the preference that the cable be situated within the highway boundary, as opposed to by easement over private land. And we will consider whether there are any changes needed to the VCO in that regard to accommodate that. Thank you.

28:03

Yeah, I think that that's helpful that I can see there's progress being made. I mean, there were one or two questions I had about the relocation of the cable, but

28:17

I'm going to put those on hold for now and see where the negotiations go. If I need further clarification, then that can be done either to further in questions or another hearing. No point getting into the detail if parties agree a position, so just to record my position on that one.

28:38

In relation to drainage. So the implication was given that

28:45

landowners would be provided with input to the design and implementation stage, is that something that would require a change the CEO? No, sir, that that is essentially us agreeing in our private agreements with the landowners that they are able to input into that design and the cost of their contractors providing their views will be matched. But that that's not something which you need to concern yourself with Mr. Mr. Foul, and our negotiator, Mr. Hein will make sure that's properly recorded in the privacy agreement. Okay, that's fine. Thank you. Good.

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So, are there any other defective persons presence who wish to

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make any comments at this stage under item four?

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Yes, Mr. Hawes.

29:49

Hello. Yes. can hear now.

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Yes. A couple of

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points I would like to raise in relation to

29:58

the compulsory acquisition

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have permanent rights on my property, which are effectively one, eight, B, one eight, a parcel of land. In addition to that, I would like to raise some concerns related to the permit. Acquisition of one, one, a, one, one, B, one, three, a and one four c.

30:27

Okay, okay. Right in relation in in addressing one a be the first instance,

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I must confess, I'm a little bit confused by the current state of play where we are with this. I think there's three potential outcomes here. And I'm uncertain as to what's likely to happen. One, a B, involves the acquisition of 300 square metres of mind property for permit access rights to facilitate building of an access road through my woodland retreat,

31:06

which we very much enjoy. I mean, putting aside the objections we have against the fact that roads can be through that. I mean, obviously, that's the most documented as part of the deadline today, I won't go back into those sort of details. But just looking at the acquisition element of it, if you took the acquisition literally as defined on the on the marketing plan, then it is a significant amount of my property is going to be acquired to facilitate the road, which I anticipate would

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require the felling of at least at least 50 trees, 50 mature deciduous trees. So that's, that's what I'm, if I'm looking at the plans, that's what reinterpretation I can make this all the time. However, if you read the deadline free response, where there was a couple of responses directed on this topic,

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there's some speculation suggesting that they would be more likely 10 trees that would need to be failed as part of this acquisition,

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put a certain degree of uncertainty there.

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And However, if you then go to the third scenario, where we've had some good positive meetings, a good positive meeting on the 20th of February, where we had costumes, and the Mr. Heinz on site to look at the lay of the land again, and certainly got lots of reassurance in that meeting. That natural fact is possible, that the actual, there'll be no trees felled, in order to facilitate the road.

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So this time, I am confused as to what the likely outcome is. And based on on what's being proposed in the plan, I've got to assume the worst case which is the full acquisition and once that's acquired it is a certain licence to to fill all the treats.

33:03

Okay.

33:06

I am going to ask Mr. passwords and the applicant team if necessary to respond at the end, rather than on each individual points. Are you are you happy with that, Mr. Pastor? I am. I am sir. I suggest that so that was one eight. A I also have noted is one that was one eight B sorry. That's one eight, B.

33:32

Okay, so we have Is it one, eight, a?

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one, three, create and one for See that? Yeah, I was just going to talk about one eight.

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Okay, let's do one eight, a thank you please the horse.

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What is concern, there's less confusion there.

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under contract, go ahead, contend to go ahead with one a, if my understanding is correct, and as it is the morning, there's a permanent

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access, sorry, there's an application for permanent access rights to a large part of my food garden, and which amounts to 600 square metres, which is there purely to facilitate works to allow the new point of access and to close the existing access.

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Now, my understanding is that once the work to complete, that the third party access, there'll be no need for any further, further third party access going forward after that works completed. If that is the case, and I'm correcting that assumption. Hopefully I don't I've not found anything which documents that then I'm content to accept that.

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My third area of

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of query relates to the the blocks of line I've just referenced earlier, which is

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Directly across the road from myself, where there's large portions of woodland being acquired and areas of land being acquired. Now understand there's some work to be carried out there. And I must confess again that I don't know the full detail of what the works are. But I'm concerned that having acquired the full extent of that

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full extent that plots in a parcel, that this scope then for the works to expand. So my concern there is very much about how do how are those works constraint. And the worst case scenario, having acquired the full extent of that property that works could extend well beyond what's gonna be sort of defined to do.

35:46

Mr. Hawes Can you just clarify which plots you're talking about now?

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Is 211, a, one, one, B, one, three, a, and one four c, which is quite a significant part of woodland, which have been acquired across the road from Yep. Thank you.

36:11

Okay, thank you.

36:14

Is there anything else unique you want to add to this point?

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That's very helpful. Thank you very much. Mr. Buffett.

36:28

Thank you, sir. Thank you, as well to Mr. Hawes. So

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I think to deal with the various

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parcels that are that Mr. Hawes has referenced. The first one he mentioned was parcel number one, eight B. Now that is

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on the eastern side of his property, and it is land which it is proposed should be subject to temporary acquisition, and that it be subject permanent rights granted afterwards. And that should be

37:12

part of the new, permanent private means of access to Mr. Mittal, horses property, because it won't be safe to access his property from the a worm any longer.

37:22

And so, this the horse refers to the trees that are located there. And I refer you again to the evidence that we put forward on Monday, which is that we should be able to micro site, the access roads to minimise the number of trees that may be affected, and that, therefore, the final design ought to have a limited impact upon the wooden retreat to which Mr. Hawes is referring. Now.

37:59

How is that secured? We have talked already about the lamp, we've talked about the obligations upon the applicant to minimise the number of trees and the vegetation that it affects. And as such, the land in question is the the applicant has to reduce as far as possible the number of trees that it takes, it is not the case that there is a carte blanche for it to remove trees, and Mr. Williams work Mr. Andrew Williams, our experts, landscape architect, his work with them should you wish to discuss it with him tomorrow will enable you to understand that that can be managed in that location. So that is path number one, eight, be

38:50

done relation to parcel number one, eight, a, that is lambs, that it was proposed, be acquired in order to provide a new private means of access. And the reason why a REIT is taken over that is to ensure that Mr. Horse himself can continue to enjoy access to his own property under the original scheme. And he's proposed that he would also have rights over parcel oblique 19819 B, and then back through the

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the private means of access, then to Westview, and that's to the public highway. So that was the original proposal, then my understanding is that discussions are underway

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about the provision of a different access into Mr. Hawes property. And that would be taken without acquiring one eight, a 19819 B and so forth, or rights over those. So that discussion is on is underway with Mr. Hawes within the objective being that that parcel could be removed from the powers of acquisition. I understand that Mr. Holt

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That was confirmed that that sort of approach is likely to be acceptable to him. And we would encourage him to enter into an agreement with us. So that can be secured rather than

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leaving the point outstanding. And so we'd encourage progress in that negotiation as much as possible.

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That leaves us then with parcels number one oblique one, a one oblique one V,

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one oblique three a and one oblique for a now these are not Mr. Hall's property, these are land which is owned by others, and which is on the western side of the existing 81. trunk road.

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I think it's convenient, because buttholes has drawn us drawn them to our attention that we pick this up now. Yes, now, an aerial photograph and Google Maps is our friend here and you, you may not be able to get on site, but you will be able to use the Google map function on your PC, no doubt. If you were to use that and apply the satellite

41:10

filter, then you'll be able to see that one oblique one is a very, very small parcel some considerable distance on the other side of the one and the a 697 which is removed from Mr. Horse property. parcel number one oblique one, B is existing highway land as that will be acquired in order to widen the road. And so that is needed for that purpose. Now, there is some planting within the existing a 69781 Junction there and that would be affected. But that is needed for the scheme so that it can tie into the existing road network in an appropriate way.

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That leaves us with one three a

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and one four a now 148 is the topsoil storage area, Mr. Mr. Hawes is concerned that this will be used for some other purpose.

42:06

This is a temporary land area that pale green colour that you can see the shading on the drawing there, the pale green indicates that this is temporary land, which means it can't be used for anything else. And the purpose of the acquisition will be for topsoil storage, and rather as we were just discussing with with Mr. Bell, this is an area of land where topsoil would be stored during the currency of the works. So that it can be returned later and the landscaping can be re re established. Mr. Mr. Hall's concern is that this will be a busy construction Depo. Now we can assure him that that is not what is intended. And that this is not what is provided for it would require an amendment to the scheme. And we we don't believe that Mr. Hall should be concerned about this because the present this is not woodland, this is parcel level one oblique four a is an agricultural field, as you'll be able to see when you look at

43:11

Google Maps or Apple Maps, whichever one is your system. And so we don't believe that there should be a particular concern about that use on that site.

43:23

Thank you. That's helpful. And just almost complete the picture then slightly further north 1.41. The bleak for see Yes, she's permanent acquisition. That is

43:39

for one

43:41

that is permanent acquisition. That is that is a matter of providing a new carriageway. Others will correct me if I'm wrong, but I'm fairly certain which is can be easily checked by a quick look at the works plans. So this is plan one of 19 in the

44:00

books plan. So if I if you turn up sheet one of 19 there are earthworks in this location. And that is that is what is provided there. I read that as a swale depending on which direction the tadpoles are going.

44:19

And so that is the earthwork that is provided there. Now, an important point to note there as you'll see a very pale magenta line with boxes. Yes, the that is the limit of deviation that what that means to reassure Mr. Hawes is that we can't put permanent works in parcel number one for a because we we can't deviate outside that line. That line is there for the temporary works only. Thank you.

44:54

Mr. Lowe's did you want to come back

45:00

Yeah, please, I have a certain number of points mentioned that I would eat. The first one to mention is that I didn't reference one.

45:11

For a portion, one of my

45:15

parcels on the list. I was referencing one for see.

45:22

Okay.

45:25

Hopefully for Mr. Hawes, thank you for picking that up. That is a drainage swale. And forgive me for dwelling it legs off the wrong parcel.

45:34

I understood that

45:36

already. But nonetheless, it doesn't take away my concerns on one for having a toxin sort of bond deposit back and come back to obviously, one, eight V, if you don't mind.

45:52

You mentioned that that's an access road from my property solely. That's That's not true. It is also covering other properties and other parks is there to provide access to water metres, and it's there to provide access to the woodlands. And also so the amount of traffic going through there

46:11

will be far more than to sell a property. But that delves into the obviously, the impacts that the negative impact is having on households as a whole, just focusing on the actual acquisition itself.

46:27

I still, I'm still confused, because from what you're saying, You You talk in terms of it may require a small number of trees, but there's no certainty here.

46:37

If you follow through with the acquisition as it stands to do,

46:42

it would involve a great number of trees, and unless you give a third birth to the trees and protect the root system, it would damage the trees,

46:52

even if he wanted to sell them.

46:55

So still remain concerned, they're still confused as to what the likely outcome is going to be on one, eight, B. And going back to one eight, a again, my understanding is that regardless of where the access point

47:09

is, to my property, if that part of the land act with that acquisition one a day, it's still necessary to allow closure of existing

47:22

accesses and make good the current term

47:27

property once the we will lose access to the air one.

47:35

Sorry, to assist you with those, it I didn't say that when a B or if I did I misspoke is solely serving Mr. Horse's property, it also provides access to agricultural land to the north and to Mr. Hall's neighbour. So it provides so far as it's needed, it provides other other accesses

48:01

in relation to the effect on trees, the acquisition of land or the acquisition of a right over land does not necessarily imply the removal of everything on that land, it is a power. And if it's needed to enable the road, the access road to be provided, then that will be undertaken in a way that protects the trees because that is the requirement of the decio, the Alpine camp and the riak. And so Mr. Hawes has to look at those documents and we will put together a little note which

48:41

which enables him to find out the obligations which would be imposed on how is England that can identify where the obligation to reduce impacts on trees protect root systems is contained in you will be aware so that that's practice in a DCA, wherever works carried out close to trees. And because we're obliged, in our view, to mitigate the impacts on the environment and the landscape, so that that is why that will be minimised.

49:12

One eight, a I take Mr. Hall's point that in order to make good the closure of the existing access, some access will be required. And that that is their comment, but it's rather different, I would say then providing a new access across that. If Mr. Horse refers to the works plans or the general arrangement plans, they show a different approach and we can minimise the impact on what Mr. halls calls this front garden a lot more by providing an alternative access that is acceptable to Mr. halls.

49:46

Thank you, I think

49:49

once you've outlined setting out what the controls are in terms of trees, so I think as Mr. was just saying he's kind of presenting

50:00

With

50:02

possibility of losing 50 trees, but I think what you'll be able to demonstrates in your notes, Mr. Password would be that there are various controls, which means that you have to minimise the impact. And Swati can't give a guarantee of numbers. It will have to be as low as possible. That's absolutely right, sir. That's absolutely right. So hopefully that will provide Mr. Hawes with at least some reassurance. Okay, good. I think it's important to realise as well, that it's not just our he hasn't just got to take our word for it,

because what happens, if I may just take a small moment to explain this? What happens is that we conclude the

50:44

formal camp by submitting it to the Secretary of State for approval, it then comes back and it's then enforceable by Northumberland county councillors the local planning authority, which means that if we were to breach its terms and the terms of the requirement that imposes it, then I was thinking limits contractors are exposed to criminal liability. It's a really serious matter. And that's why supplying that those provisions is really important. Thank you, Mr. Hos. Can

51:16

I welcome that extra reassurance? from Mr. Pastor, thank you for writing. However,

51:22

I still I still don't understand why, as you suggest that the rules still need to cross over that part of the property on take out trees, especially we consider the alternative option, which is just to move the road slightly further out into the arable field, and therefore there'll be no impact other than on the local farmer, a new sample field. So you're basically looking at taking out trees versus a woodland versus an taking up a little bit more of the property on the arable field

51:58

this past June to briefly comment on that, but it may be something that can probably better to be addressed through a written submission. We will put a response to that in writing. I don't have that point immediately to hand. But we understand Of course, that Mr. Hawes is particularly concerned about the the characteristics of the garden grounded mat area and his desire to maintain the immunity of his property. And that what he is saying is that the farmer may be less sensitive to that. I don't know the answer, because it could be that there's a field drain or something of that nature, but, but we will check that and in our response, we will crank that up. And we're producing this note to assist Mr. Hawes and I will just ask for that answer to be provided directly to him also. Thank you. Thank you for me as well. Thank you. Thank you. Okay. Is there anyone else who wishes to raise anything under item four?

53:02

I've just got one further point and just see if you need to raise it.

53:16

Now, I think I can go to written question later. Okay, so if we can move on to item five, then statutory undertakers, land issues.

53:27

We don't have any statute takers attending the

53:33

hearing today. So this could be fairly short. I hope so.

53:40

Mr. Jeffries provided an update on discussions with statute takers, yesterday's decio. Hearing. Is there anything further the applicant wishes to add at this point? I don't propose to say anything further. Mr. Jeffries is listening in so he'll send five misspeak. The the let the snapshots take us in question here don't have major installations. We don't have a we're not taking a sewage works or a gas. gov or a substation. The interferences such as they are, are more in the line of apparatus. And whilst that is important, it should in all cases be properly protected through protective provisions were in relation to which we have negotiations. And in relation to which Mr. Jeffries addressed to you yesterday. So I haven't got anything more to say. Save that negotiations progress, as Mr. Jeffries described. That's good. Thank you.

54:41

Just a hand up somewhere, sir. Somebody has a hand up. Oh, yes. Mr. Moore.

54:51

Mr. Moore. Are you there?

55:03

Mr. Moore, I think you're on mute.

55:07

Okay, can you hear me now? Yes. can hear me now. Thank you. Thank you. Thanks. Go ahead.

55:12

What I'm making reference to is, it may be because it's small, but there are gas operators in Westview. Yes. One of which the rule appears to be going to go through.

55:26

Can you tell me what's happening to that apparatus?

55:30

Okay, Mr. passwords, certainly can address now or does it need to be covered in writing?

55:38

I can address that briefly now, which is to say that the relevant apparatus to the extent it cannot be avoided, will be recited

55:46

that the way in which that's carried out is governed by the protective provisions between northern gas networks and the promotor, highways England, and who provides the new apparatus and who

56:03

connects and disconnects is governed by that, because obviously, dealing with the gas distribution system is a highly technical matter. This is quite normal. I often come across this in schemes of this

nature. And it's the sort of thing that will be managed appropriately. And if Mr. Moore is concerned about the gas supplied his property, the way that this typically happens is that the gas supplies maintained, the new

56:33

apparatus is provided. And then there's a very brief pause in time, while the

56:40

existing operations is disconnected, the new operators is connected on Monday. Now redundant operators is removed. That's standard operating procedure.

56:53

Thank you.

56:55

Mr.

56:57

Mr. Moore, did you want to come back on that? Yes, please. Um, the question was more though, with it being moved to.

57:05

Because whichever way you move, it moves closer to the properties. Now, the concern with that is, I've, I've previously put in my submission, if you move it to the east, it becomes closer to the properties, you cannot move it to the west, because you're into the tree built in the year one. So the other alternative after that would be south, which again, moves closer to the properties and more properties. The concern is, is that we've already had one arson attempt there two or three years ago, which fortunately, was spotted by a passing fireman. And he, he had a dealt with.

57:48

I've previously made reference to the new one at the bottom of the street, which is being cited well away from the new properties and the existing. So I would suggest this possibly be the closest to existing properties that they have to be sited away from. What I'm looking for is assurances that it won't move closer to the properties, it increases the danger. If you can't move it just to the east of the road, because it would be enlightened to be hit by something coming down

58:19

would have to be a substantial move. So the question is, is what what is going to happen to it?

58:26

Certainly, we haven't been told

58:29

that it's a possible danger to the residents.

58:32

Okay, thank you, Mr. Password.

58:36

As I've said before, so, this is a matter for the protective provisions, highways England and northern gas networks are not in the business of setting up a dangerous gas distribution system. So, therefore, the provision of the replacement operators will be carried out by discussion between the two Undertaker's and the relevant apparatus will be safely and securely cited. However, at this stage in the process, it is premature to say exactly where that will be. The important thing though, is that both highways England and northern gas networks are governed by health and safety legislation and northern gas networks simply won't let us put the gas

59:26

the gas operators in a position which will be unsafe for it or the public, it does not want an incident on its hands and it won't let us put it put it in a dangerous situation. That is how the public is protected. Thank you, Mr. Password. Mr. Moyes still have your hand up.

59:47

That will be a previous one but just to respond. What we're looking for is certainty of that and when we can get that certainty

59:58

Okay, understood.

1:00:00

Mr. Post, would you answer anymore? I think you've probably taken as far as you can at this stage part. Well, I would say that this will take place at detailed design. And so that the certainty that Mr. Moore wants is, will he will his guests be maintained? Will there be a reprovision of the operators? Will the operators be safe? And I would say that the answer to that is plainly very, very plainly, yes, in each case, because northern gas networks is a reputable gas distributor, and it is not going to enable us to provide an unsafe sighting of the separators. So you, you and Mr. Moore can be assured of that. Thank you very much.

1:00:49

Any other comments, this matter?

1:00:53

Mr. Moore is still there are still there.

1:00:58

I fully appreciate that northern gasworks will work safely. I've worked with many times and myself in the past. I just kind of see where this can be moved without being moved closer to the property. And that's the concern, unless it can be removed in total.

1:01:19

Okay. I think I'm not I think that's that you further, sir. I think that's when we take the discussion as far as we can this morning. I think

1:01:30

you're definitely comments, your comments and concerns have noted. And if the applicant can provide anything further, I'm sure they will do

1:01:41

during the examination. And we will take that into account in reporting as we need to.

1:01:50

Okay. Okay. Thank you. Thank you very much.

1:01:54

So are there any other comments under item? Five statutory undertakers land issues?

1:02:05

No, I think that's all.

1:02:08

On that basis, then. Can I hand over to? Sorry, Mr. Moore. Your hands still up? Yeah. I don't have to take it down to be honest.

1:02:17

Okay. We'll leave it for now then. I think we're almost coming to an end. And I'm not the person to advise you on that. I'm afraid. Okay. Thank you. Okay.

1:02:28

So next item on the agenda is item six. Mr. Pinto.

1:02:42

Thank you, Mr. Gleason. So item six is review of issues and actions arising. Determining authority will address any actions placed on the applicant, in how these are to be met and considered the approaches to be taken in for the hearings. In the light of issues raised in this hearing. This is similar to what has happened to the hearing yesterday as well. These will be circulated as soon as possible. After the closing of these set of hearings.

1:03:12

I would like to

1:03:15

also move us not to first of all, any other business, which is item seven.

1:03:21

So before we start joining this meeting to a close, are there any other matches that anyone would like to raise? Now?

1:03:32

I assume Mr. Moore, that your head your hand up is still left from the previous time. So, I will just move

1:03:43

Thank you, I will just move us forward if no one else has any other business that they would like trace.

1:03:54

Now in that case, I will move us to Item Number eight, which is close to hearing. So thank you very much for attending this hearing today and sharing your views on the application. We will consider what you have said in this index coming in examine in this examination and while examining the application.

1:04:14

We not confirmed that this open flow hearing is closed at 1254. Thank you very much