

# **A1 in Northumberland: Morpeth to Ellingham**

**Scheme Number: TR010059**

## **7.35 Applicant's Responses to Deadline 10 Submissions**

Rule 8(1)(c)

Infrastructure Planning (Examination Procedure) Rules 2010

Planning Act 2008

July 2021

Infrastructure Planning

Planning Act 2008

**The Infrastructure Planning  
(Examination Procedure) Rules  
2010**

**The A1 in Northumberland: Morpeth to  
Ellingham**

Development Consent Order 20[xx]

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**Applicant's Responses to Deadline 10 Submissions**

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# 1 APPLICANT'S RESPONSES TO DEADLINE 10 SUBMISSIONS

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## 1.1 INTRODUCTION

- 1.1.1. This document relates to an application for a Development Consent Order (DCO) made on 7 July 2020 by Highways England (the 'Applicant') to the Secretary of State for Transport via the Planning Inspectorate (the 'Inspectorate') under section 37 of the Planning Act 2008 (the '2008 Act'). If made, the DCO would grant consent for the A1 in Northumberland: Morpeth to Ellingham (the 'Scheme').
- 1.1.2. The Scheme comprises two sections known as Part A: Morpeth to Felton (Part A) and Part B: Alnwick to Ellingham (Part B), a detailed description of which can be found in Chapter 2: The Scheme, Volume 1 of the Environmental Statement (ES) [APP-037].
- 1.1.3. The purpose of this document is to set out the Applicant's response to submissions made at Deadline 10. The Applicant notes that Historic England made a submission at Deadline 10 [REP10-045] but confirmed that they had no comments. The Applicant has not commented on Historic England's submission at Deadline 11.
- 1.1.4. The Applicant has not commented on Winifred Coulson's Deadline 10 submission [REP10-052] but welcomes support of the Scheme.
- 1.1.5. National Grid Gas's submissions to Deadline 10 [REP10-046 and 047] are addressed in the Statement of Common Ground submitted at Deadline 11 (document reference 7.6F).

**Table 1-1 – Ms Claire Rowlands**

Ref. No.	Response:	Applicant's Response:
1	I have already given my agreement to the proposed scheme as an overall project. I wish to set out my agreement for the changes to the road on West View that have been proposed in order for the A1 to be completed for my little stretch of A1 that runs parallel to my property and where I live.	1. The Applicant welcomes Ms Rowland's support for the Scheme.
2	I understand concerns have been raised by people who are not residing on West View and some sort of action plan has been formed with the individual's points. I am not sure if these people have a vested interest in West View such as own a property here, but I don't have points on an action plan.	1. No response required.
3	I agree that lots of opinions should be included together so that the Examining Authority is able to consider the facts and opinions of everyone who wishes to voice a view and expert opinions of the different agencies making their decision a one that has heard from everybody. A one-sided story is not good for something that takes as much public funding as the dualling of the A1. Therefore, as these people's points are noted I too am writing in to tell a different side of the story.	1. No response required.
4	I have lived in this property since 2003 and before that at number 2 West View. I believe that the proposal for the road on West View is the best proposal. It appears to me as the safest bearing in my daily commute from my road onto and off the A1 north and southbound every day.	1. The Applicant welcomes the support for the proposed works at West View (Work No 5A on the Works Plans [REP10-004]). These works will facilitate a safe access for residents of Warreners House onto and from the A1.
5	I remember consultation events where other proposals for access to and from Warreners was submitted and talked about and this, I believe this is the best option. I may be wrong, but I have weighed up the safety of the other proposals and this one for daily commutes on and off the A1 just appears better.	1. The Applicant has consulted with residents of West View in preparation for the Preferred Route Announcement in September 2017 and during preliminary design, as captured in the Consultation Report [APP-021] and notes the support for the route selection. As above, the support for the selected proposal is welcomed.
6	After speaking to neighbours some agree with me and some don't. I do not wish to speak for all the other residents here but hope where you have a person who does not agree with the proposal for West View, I can give tell you not everybody who lives here agrees with that.	1. The Applicant acknowledges that there will be differences of opinion regarding the proposed works but has engaged with affected parties and local communities in line with the methodology set out in the Statement of Community Consultation (Appendix F of the Consultation Report [APP-022]) and recorded the feedback received.
7	What I can say is that if Highways England don't change the access via West View, Taylor Wimpey as part of the sale of contract with CNTW have to upgrade our little road anyway so whatever happens our little road will be made 2 way so that the Council will adopt it.	1. The Applicant is proposing to undertake modifications to West View as part of this application. The Applicant understands that the developer of the Northgate hospital site has entered an agreement with NCC to undertake modifications to the road to bring it up to adoptable standards. The Scheme will enhance these requirements with a relocation of the footway along its length in addition to formal parking bays to ensure that they are completed prior to completion of the new access road. These modifications will allow adoption by NCC as provided in Article 13 of the dDCO [REP10-011 and 012] to be submitted as final at Deadline 11.

**Table 1-2 – Environment Agency**

Ref. No.	Response:	Applicant's Response:
<b>Deadline 9 Submission - 7.3 Updated Outline Construction Environmental Management Plan (Clean) (CEMP) - Rev 8 [REP9-016]</b>		
	The EA are satisfied with the actions outlined in the latest iteration of the CEMP.	1. The Applicant welcomes the Environment Agency's confirmation that the actions outlined in the latest iteration of the Outline CEMP are acceptable [REP10-025 and 026].
1.	<p>However, it is noted that there are number of points in the Deadline 8 Submission - 7.9.1.1 Culvert Mitigation Strategy - Rev 2 [REP8-023] that do not align with the latest version of the outline CEMP.</p> <p>For example and with respect to Earsdon Burn, the Outline CEMP makes reference to a low flow channel with a natural bed of 150mm and if a low flow channel is not possible, then the depth of the natural bed needs to be a minimum of 300mm. However, the culvert mitigation strategy states that it is "Highly unlikely that Earsdon Burn would be a suitable habitat for fish so no baffles or low flow channel provided". The proposed natural bed depth is recorded as 150mm, yet it was agreed with the applicant that in the absence of a low flow channel, the minimal bed depth must be 300mm.</p>	<p>1. The Culvert Mitigation Strategy [REP8-023] has been updated at Deadline 11 to ensure that it is fully aligned with the Outline CEMP [REP10-025 and 026] (as updated at Deadline 11) and the Environment Agency's comments on the differences are captured.</p> <p>2. The Culvert Mitigation Strategy [REPP8-023] has been updated at Deadline 11 and now includes the following wording:</p> <p>"River Lyne  <i>The culvert will be designed to include a minimum natural bed depth of 200mm, with the low flow channel provided in a notch or via the provision of a deeper / wider section of natural bed to create the low flow channel (minimum 300mm) should a culvert without a notch be chosen.</i></p> <p>Earsdon Burn  <i>Within the new culvert a low flow channel with a natural bed of 150mm will be provided and if a low flow channel is not possible, then the depth of the natural bed needs to be a minimum of 300mm."</i></p>
2.	On the River Lyne, the use of a low flow channel is accepted. However, in the Outline CEMP it states that if a low flow channel isn't possible, then the minimum natural bed depth in the culvert must be 300mm.	<p>1. The Culvert Mitigation Strategy [REP8-023] has been updated at Deadline 11 to state (in addition to the text provided in response to Item 1):</p> <p><i>"Proposed Bed Depth: 200mm (minimum in low flow channel, otherwise 300mm)."</i></p>
<b>Deadline 9 Submission - 3.1 draft Development Consent Order (Tracked) - Rev 10a [REP9-005]</b>		
3	We are content with the proposed draft DCO.	1. The Applicant welcomes the Environment Agency's confirmation that the proposed draft DCO is acceptable.
<b>Deadline 9 Submission - 7.6C Statement of Common Ground with The Environment Agency - Rev 7 [REP9-023]</b>		
4	We are satisfied with the contents of the Statement of Common Ground.	1. The Applicant welcomes the Environment Agency's confirmation that the Statement of Common Ground is acceptable.
5	A legal agreement has been prepared between the Applicant and EA to secure the financial contribution to deliver offsite compensation works. The EA considers that this matter is now agreed. We expect the formal agreement to be executed by Deadline 11.	1. The legal agreement was executed on 2 July 2021 and is now concluded.

Ref. No.	Response:	Applicant's Response:
<b>Action Points from Issue Specific Hearings 4 and 5 - Wednesday, 9th June 2021 – Issue Specific Hearing 4</b>		
6	<p><b>ExA:</b> Environment Agency (EA) to clarify if any further changes are required to action A-B40 of the Outline CEMP.</p> <p><b>Environment Agency Response:</b> No further changes are required to action A-B40.</p>	<p>1. The Applicant welcomes the Environment Agency's confirmation that no further changes to action A-B40 are required.</p>
7	<p><b>ExA:</b> EA to confirm whether it is content with the wording of a S-W1 (pg31) and S-W101 in [REP7-009].</p> <p><b>Environment Agency Response:</b> The EA are content with the wording of the action S-W1 and S-W101 as outlined in REP7-009 and REP9-016 (latest version of the CEMP). However, with respect to S-W101, this action makes reference to 'Watercourse mitigation and compensation for the loss of channel', it should be noted that compensation is not fully covered within the culvert mitigation strategy as further offsite compensation was required and has been agreed with the Applicant.</p>	<p>1. The Applicant notes that the Environment Agency is drawing the Inspectors attention to the separate legal agreement, which has been entered into by the Environment Agency and the Applicant to provide the additional mitigation / compensation. This was concluded on 2 July 2021.</p> <p>2. The Applicant does not consider that the Outline CEMP [REP10-025 and 026] (as updated at Deadline 11) is the correct place to provide further information on this, which is provided in Appendix B Summary of Legal Agreement with the Environment Agency and Northumberland County Council [REP10-039]. However, reference to it is provided within measure ExA: S-W101 of the Outline CEMP [REP10-025 and 026] (as updated at Deadline 11), which has been updated to read as follows:</p> <p><i>"Watercourse mitigation and compensation for the loss of channel associated with the widening of the culverts will be implemented as set out in the Culvert Mitigation Strategy [REP5-022] and the separate legal agreement between the Environment Agency and the Applicant. The Culvert Mitigation Strategy includes fish baffles, realigned watercourses, riparian planting and improvements to the Longdike Burn."</i></p>
8	<p><b>ExA:</b> EA to confirm position in relation to SW102, A-W7, A-W10, A-W11, A-W12 included in [REP7-009]</p> <p><b>Environment Agency Response:</b> The EA are content with the wording of actions to A-W7, A-W10, A-W11, AW12 as outlined in REP7-009 and REP9-016 (latest version of the CEMP).</p> <p>S-W102: The CEMP must state that if monitoring highlights any problems, the appropriate or necessary action must be taken</p>	<p>1. Measure ExA: S-W102 of the Outline CEMP [REP10-025 and 026] (as updated at Deadline 11) is updated to read as follows:</p> <p><i>"Following completion of construction, there will be a programme of monitoring to confirm the successful establishment of channels (where they have been realigned or improved) and culverts (where natural bed or fish baffles have been installed). If issues are highlighted, where appropriate and practical, necessary remedial action will be undertaken following consultation with the Environment Agency."</i></p>
9	<p><b>ExA:</b> EA to confirm position in relation to SB14, A-W5, A-W6, A-W-7, A-W9, AW11 [REP8-012].</p> <p><b>Environment Agency Response:</b> The EA are content with the wording of actions S-B14, A-W5, A-W6, A-W-7, AW9, A-W11, as outlined in REP8-012 and REP9-016 (latest version of the CEMP)</p>	<p>1. The Applicant welcomes the Environment Agency's confirmation that the wording of actions S-B14, A-W5, A-W6, A-W-7, AW9, A-W11 are acceptable.</p>



Ref. No.	Response:	Applicant's Response:
10	<p><b>ExA:</b> Applicant to provide summary statement detailing the latest position and/or agreement with the Environment Agency (EA) and Natural England (NE), in relation to compensation, including trigger points and cross-referenced with SoCGs.</p> <p><b>Environment Agency Response:</b> A legal agreement has been prepared between the Applicant and EA to secure the financial contribution to deliver offsite compensation works. The EA considers that this matter is now agreed. We expect the formal agreement to be executed by Deadline 11.</p>	<p>1. The legal agreement was executed on 2 July 2021 and is now concluded.</p>
11	<p><b>ExA:</b> EA to provide written response in relation to changes to the wording of actions SW-B2, SW-W4, SW-W6, SAW-W3, SAW-W5 in [REP8-014].</p> <p><b>Environment Agency Response:</b> The EA are content with the wording of actions SW-B2, SW-W4, SW-W6, SAW-W3, SAW-W5, as outlined in REP8-014 and REP9-016 (latest version of the CEMP).</p>	<p>1. The Applicant welcomes the Environment Agency's confirmation that the wording of actions SW-B2, SW-W4, SW-W6, SAW-W3, SAW-W5 are acceptable.</p>

**Table 1-3 – Mr Davidson**

Ref. No.	Response:	Applicant's Response:
1	<p>Disputes regarding shared access between the two properties are long-standing and well documented, commencing prior to Mr Davidson's ownership involving the previous Proprietor of Capri Lodge and the ongoing Proprietors of Northgate Farm. The provision of a new Private Means of Access for the Properties, as a result of the A1 Improvement Scheme presents an excellent opportunity for these historic issues to be remedied by removing any requirement for either property to be accessed over land of the other.</p>	<p>1. The Scheme requires to provide replacement access, and this is secured by the proposals in the application. It is not for the Applicant to resolve existing issues between neighbouring proprietors. However, if a mutually agreeable access solution can be agreed between Mr Davidson and Mr Hawes then the Applicant will work with both parties to deliver this.</p>
2	<p>A number of proposals have been presented since the inception of the scheme and have one way or another been deemed unacceptable to the parties. Most notably from Mr Davidson's perspective, the current proposal which has been submitted in the DCO for the access for both properties to divide his land and provide access rights to a neighbouring property. Entirely circling Capri Lodge in this manner with third party access rights will severely diminish the privacy and outlook that the property currently enjoys, and this is something that we believe can readily be avoided.</p>	<p>1. At the time Mr Davidson was in the process of acquiring Capri Lodge, and in discussions with the District Valuer (DV), it was suggested by Mr Davidson that whilst not ideal, the proposal currently shown in the application was acceptable. Since that time, with Mr Davidson completing the purchase of Capri Lodge, tensions between Mr Davidson and the owners of Northgate Farm have escalated resulting in a change of position for Mr Davidson in relation to the route of the proposed PMA.</p> <p>2. The application access proposal is the reverse of the current access arrangements. Whilst it is understood that it is not the preferred solution from the perspective of the proprietors to either Capri Lodge or Northgate Farm, it does deliver the required replacement access arrangements and compensation can be claimed. The Applicant is willing to work with both proprietors to deliver either of the alternative access proposals that have been discussed. However, this requires those parties to agree to those proposals given that land out with the Order limits is involved.</p>



Ref. No.	Response:	Applicant's Response:
3	There have been numerous attempts to enter into discussions with the Proprietors of Northgate Farm in an attempt to come to a mutually beneficial outcome, however these advances have been rejected. Meetings with Highways England Representatives have been held to understand Mr Davidson's concerns and suitable alternatives, from the perspective of the Design Team, have been produced.	<ol style="list-style-type: none"> <li>1. While the Applicant has no control over a meeting between the owners of Capri Lodge and Northgate Farm it would certainly encourage all avenues of dispute resolution to be explored.</li> <li>2. Meetings with Mr Davidson were held on site on 20/01/2021 and 10/05/2021 to discuss the proposals and alternative routes for access. The latest position is as per The Applicant's Response to Deadline 4 Submissions – Appendix I: The Warreners Private Means of Access Options [REP5-030] and Applicant's Written Summary of Oral Submissions to Hearings – Appendix C – Capri Lodge and Northgate Farm Private Means of Access Alternatives Plan [REP10-040] which highlight the three options currently available.</li> </ol>
4	There appears to be a suitable alternative whereby neither property is required to provide access to the other (Option 3 on the draft plan prepared) and Mr Davidson is strongly in favour of this option. Mr Davidson acquired the Property after the commencement of the scheme and feels as though his late involvement has disadvantaged him in defending his Property's future.	<ol style="list-style-type: none"> <li>1. As per the Applicant's Response to Deadline 4 Submissions – Appendix I: The Warreners Private Means of Access Options [REP5-030] there are currently three options available for the route of the PMA. Route 1 is that currently shown in the DCO application, route 2 would require a private agreement between the two parties due to a section of land being outside the scheme limits and route 3, as highlighted by Mr Davidson, would provide access to Northgate Farm from their eastern boundary. The Applicant is willing to work with both proprietors to deliver either of the alternative access proposals that have been discussed. However, this requires those parties to agree to those proposals given that land out with the Order limits is involved.</li> <li>2. The Applicant does not consider that Mr Davidson has been disadvantaged in relation to the proposal. No final agreements on the route of the PMA have been reached and discussions continue.</li> </ol>

**Table 1-4 – Winifred Mary Coulson**

Ref. No.	Response:	Applicant's Response:
1	I am very much in favour of the proposed new road layout for West View and the Warrener's development on all levels.	<ol style="list-style-type: none"> <li>1. The Applicant welcomes Ms Coulson's support for the new road layout at West View and Warreners.</li> </ol>
2	The road on West View is no longer fit for purpose on an access level but most of all on a safety level. I believe it was constructed in the 1930's when most people did not own a car. The road consists of a single carriageway with no footpath which poses an obvious danger to pedestrians and particularly to children, the elderly and disabled people because fences, hedges etc around drives, create a blindspot. The only safe access for pedestrians is at the two houses at the top of the street, number 12 and number 11 who look directly down the road.	<ol style="list-style-type: none"> <li>1. The Applicant confirms that the alterations to West View upgrade proposal includes widening the existing carriageway to 5.4m and the addition of a new footway 1.8m wide, along the eastern side, between the carriageway and the existing West View properties. A layby for on street parking is also proposed to the west of the widened West View Road. This is shown in the General Arrangement Plans [REP10-005] and described in draft DCO [REP10-011 and 012] as Work No. 5A. These works will improve the safety of those using West View.</li> </ol>
3	Contrary to the views of a non-resident of West View, [redacted] the only impact the traffic from the seven homes at the Warrener's development will make on the main access road to the hospital is minuscule. Considering the, 225 new homes Taylor Wimpey has been constructing	<ol style="list-style-type: none"> <li>1. The Applicant welcomes the proportional assessment that Ms Coulson has undertaken.</li> </ol>

Ref. No.	Response:	Applicant's Response:
	for the past 6 years and the further impact the 130 new homes the NHS Trust has planning permission for there is the environmental effect that the felling of hundreds of mature trees has had. The demolition and crushing of hospital buildings with more to come and the construction of new planned hospital buildings, some already under construction.	
4	As to [redacted] claims in his October submission that there will be an increased risk of flooding there is no evidence of that. The only thing that will be removed is grass and not any natural sound reducing landscaping.	1. Vegetation to be cleared is shown on Vegetation Clearance Plans [REP10-008] and reflects the worst-case requirements for vegetation clearance in order to construct the Scheme. The Applicant acknowledges Ms Coulson's support on these aspects of the Scheme.
5	Considering the above, I believe the construction of a new road on West View which is badly needed considering the appalling condition it is in at present can't justify [redacted] opposition of the new road on West View.	1. The Applicant again welcomes Ms Coulson's support and feedback.

**Table 1-5 - Northumberland County Council**

Ref. No.	Response:	Applicant's Response:
<b>Action Point 11 - Northumberland County Council (NCC) to provide written response in relation to Art 14 of the dDCO</b>		
1	In our submission to Deadline 9 (REP-9-030) it was confirmed that the additional wording added to Article 14(2) was acceptable and reflected the agreed position between the parties.	1. The Applicant welcomes confirmation that Article 14(2) is acceptable.
<b>Action Point 12 - NCC to clarify if widths of RoW should be included in Art 16 of the dDCO</b>		
2	In our response to the ExA's Writing Questions 3, namely Question DCO.3.4 at Deadline 8 (REP8-028), our position in relation to this matter was set out. The applicant indicated a means of resolving the issue in relation to the minimum width, to which we were content subject to the ExA's agreement. The minimum widths stipulated by the Council in previous submissions have been incorporated into the Statement of Common Ground as Agreed under Item 12.1 (REP9-020) and therefore we are satisfied that the minimum widths will be incorporated into the detailed design. We have not had written agreement that the ExA were agreeable to this but would also not object to the ExA taking the view that the minimum widths should be in the DCO.	1. It is not appropriate to prescribe minimum widths in the DCO and this is not something which has been set out in previous highways DCOs. It is necessary to allow flexibility to deal with site conditions. The Applicant is a highways authority that understands design standards for rights of way. The Applicant will work with NCC in relation to the detailed design of the rights of way.
<b>Environmental Statement Addendum: Earthworks Amendments for Change Request - Landscape and Visual Errata Report [REP9-011]</b>		
3	The Applicant has submitted an errata report to clarify visual effects as reported in the non-technical summary for the Earthworks Amendments change request. The NTS noted a number of receptors would experience 'slight beneficial' effects as a result of the proposed changes when what was meant was that there would be a slight improvement compared to effects assessed for the originally submitted scheme. A problem of terminology arose due to 'slight beneficial' being a defined term with the LVIA methodology and this is not what was assessed within the ES Addendum for the Earthworks Amendments.	1. No comment required.

Ref. No.	Response:	Applicant's Response:
4	NCC welcomes the submission of the errata report and agrees it corrects errors in the NTS to accurately reflect effects as assessed in the ES Addendum for the Earthworks Amendments.	1. The Applicant welcomes NCC's confirmation that the errors in the ES Addendum have been corrected.
<b>Requirement for a Landscape and Ecological Management Plan (LEMP)</b>		
5	NCC identified early in the examination that there was insufficient detail in the submitted application to secure the proposed landscape and visual mitigation proposals. This arose due to there being little in the way of detailed information on proposed planting (species, densities, etc.) provided and a reliance on reference to the withdrawn, and no longer available, DMRB Volume 10 Section 0 Parts 2 and 3 in order to articulate the design intent. The Applicant subsequently provided the withdrawn DMRB document for NCC to review and it was agreed, and confirmed at ISH1, that subject to the requirement for a LEMP at the detailed design stage that NCC were content that landscape mitigation would be suitably secured. The requirement for a LEMP was included within the OCEMP Rev 2a [REP3-014] as item ExA: SL100 in Table 3-1. This was further amended in Rev 5a [REP6-026] to include explicit reference to DMRB Volume 10 Section 0 Parts 2 and 3 at which point NCC confirmed that they considered the landscape mitigation proposals suitably secured by this provision.	<ol style="list-style-type: none"> <li>1. The Applicant appreciates that NCC's position is that a LEMP should be produced. However, the Applicant's position is that the Construction Environmental Management Plan (CEMP) manages all mitigation required for the project and longer-term impacts are managed through migration of measures into the HEMP (Handover Environmental Management Plan) which forms the same function as NCC envisages for the LEMP. The Applicant therefore does not see a need for a separate LEMP. If the CEMP provides adequately then there would be no requirement to provide a standalone LEMP. The wording proposed in the final version of DCO provides flexibility in terms of whether a LEMP is provided. NCC will be consulted and the Secretary of State will make the final decision on the approach.</li> <li>2. The Applicant welcomes NCC's acknowledgement that the information which it has sought to be contained in a LEMP could in principle be provided in a combined CEMP/HEMP. It is understood that NCC seeks that the information requirements which Commitment ExA: S-L100 of the Outline CEMP [REP10-025 and 026] imposes on a LEMP should be secured in relation to the CEMP/HEMP where no LEMP is produced. Therefore, Commitment ExA: S-L100 of the Outline CEMP [REP10-025 and 026] has been updated at Deadline 11 to include: "Where a LEMP is not produced pursuant to Requirement 17 of Schedule 2 of the DCO for each of Part A and Part B then the forgoing matters shall be addressed within the CEMP and/or HEMP as appropriate."</li> <li>3. The Consultation process in relation to LEMP production set out in Requirement 17, will require the Applicant to demonstrate (where they propose not to produce a LEMP) that all matters which would be included in a LEMP will instead be secured by the CEMP/HEMP. NCC will be able to make submission to the Secretary of State and the Secretary of State will have the final say on whether the proposed CEMP is satisfactory.</li> </ol>
6	Subsequent to this, the Applicant submitted an amended version of the OCEMP (Rev 7a) at Deadline 8 [REP8-012] which effectively makes the LEMP, and information requirements identified in item EXA S-L100, an optional requirement to be submitted at the discretion of the Applicant. NCC were not consulted on this amendment and consider that without an absolute requirement for this information to be provided that the proposed landscape and visual mitigation is not adequately secured.	1. The Applicant appreciates that NCC's position is that a LEMP should be produced. However, the Applicant's position is that the CEMP manages all mitigation required for the project and longer-term impacts are managed through migration of measures into the HEMP which forms the same function as NCC envisages for the LEMP. The Applicant therefore does not see a need for a separate LEMP. If the CEMP provides adequately then there would be no requirement to provide a standalone LEMP. The wording proposed in the final version of DCO provides flexibility in terms of whether a LEMP is provided. NCC will be consulted and the SoS will make the final decision on the approach.
7	In subsequent correspondence the Applicant has indicated that the same information could be provided within a combined CEMP/HEMP. In principle, NCC accept that the same information could be provided in this document in place of a LEMP. However, NCC consider that in order to ensure the landscape mitigation is delivered as intended the minimum information requirements set out in EXA: S-L100 of the OCEMP must be secured within the DCO.	1. The Applicant appreciates that NCC's position is that a LEMP should be produced. However, the Applicant's position is that the CEMP manages all mitigation required for the project and longer-term impacts are managed through migration of measures into the HEMP which forms the same function as NCC envisages for the LEMP. The Applicant therefore does not see a need for a separate LEMP. If the CEMP provides adequately then there would be no requirement to provide a standalone LEMP. The wording proposed in the final version of DCO provides flexibility in terms of whether a LEMP is provided. NCC will be consulted and the SoS will make the final decision on the approach.



Ref. No.	Response:	Applicant's Response:
<b>Provision for Non-Motorised Users (NMUs) – Applicant's Response to TT.3.1 [REP9-018]</b>		
8	<p>The Applicant in their Deadline 9 submission (REP9-018) to TT3.1 and 3.2 makes further comment on the provision for NMU's on the scheme. The Council's and the Applicant's positions remain divergent on this issue. The Council's view remains that the Applicant should make provision for NMU's as part of the scheme and an opportunity exists to provide an enhanced NMU connection from Morpeth to Felton.</p>	<ol style="list-style-type: none"> <li>1. The Applicant's position is unchanged in that the provision of facilities for NMU's is satisfactorily addressed by the Scheme in compliance with the National Policy Statement for National Networks (NPSNN) and that the creation of a new north-south connection for non-motorised transport is neither a requirement for mitigation of the project nor a requirement of policy. Whilst the Applicant will continue to try and assist the Council to deliver their aspirations for NMU provision, there is no justification for requiring such provision as part of the Scheme.</li> </ol>
9	<p>We would strongly refute the statement made by the Applicant in their Deadline 9 submission at TT3.1 point 3 that "The Applicant was not aware until NCC provided a plan to them on 17/05/2021 that NCC was also seeking shared cycle/pedestrian provision south of the new Fenrother Lane (East) linking to existing footway on the eastern side of the existing A1 south of Warreners House." The Council has consistently stated throughout the Examination process that it was seeking NMU provision from Morpeth to Felton, and it is therefore astonishing that the Applicant could suggest they were unaware until 17th May 2021 that this included the length between the new Fenrother Lane (east) junction and Morpeth. Not only was this included in our Local Impact Report submitted at the start of the Examination (REP1- 071), it was also discussed in the Hearing on the 26th February 2021 and further included in the Council's Deadline 5 submission (REP5-042)</p>	<ol style="list-style-type: none"> <li>1. The Applicant acknowledged in the Applicant's Responses to Deadline 8 and 8a submissions [REP9-018] at TT3.1, point 3 that "<i>paragraph 6.2.11 of the Local Impact Statement refers to the potential to provide a continuous footway and cycleway connection between settlements.</i>" This statement is, however, in quite general terms and needs to be seen in the context of the extensive discussions between the parties. Similarly, although the Council is correct to say that REP5-042 refers to "the potential to provide a new north-south connection", this again is general in nature and makes no mention of the section south of the new Fenrother Lane (east) junction.</li> <li>2. The Applicant is not doubting that NCC might have intended those references to mean that a link should be provided between the new Fenrother Lane (east) junction and Morpeth. The difficulty though is that, whatever NCC's intention, the Applicant simply was not aware that until NCC provided a plan to them on 17/05/2021 that set out the detail and full extent of NCC's proposals for shared cycle/pedestrian provision south of the new Fenrother Lane (East) linking to existing footway on the eastern side of the existing A1 south of Warreners House.</li> <li>3. The Applicant's response to section 6.2.11 of the Local Impact Report on page 25 of the Applicant's Response to the Local Impact Report [REP3-025] set out the NMU provisions being made as part of the Scheme including confirming that "the existing footway along the A1 from the A697 junction to Hebron Road is to be retained together with the existing footway along the A1 to be de-trunked from Tritlington School to Causey Park Road" and that "a new shared footway is proposed for the new link road connecting the de-trunked A1 with Felton Road at West Moor grade separated junction."</li> <li>4. In addition, the Applicant confirms that continuous provision for pedestrians is being provided between Highlaws and the de-trunked A1 at Priests Bridge through existing and proposed footways.</li> <li>5. The Applicant's response to section 6.2.11 of the Local Impact Report also confirmed that a programme of measures to promote the provision of facilities for pedestrians and cyclists on the de-trunked A1 is outside the remit of the Scheme and is not the responsibility of the Applicant as the body responsible for the operation, maintenance and improvement of the strategic road network.</li> <li>6. The Applicant's response to section 6.2.11 of the Local Impact Report further confirmed that the provision of facilities for pedestrians and cyclists between</li> </ol>

Ref. No.	Response:	Applicant's Response:
		<p>settlements on the local road network are matters that fall within the responsibility of local highway and transport authorities as opposed to the operator of the strategic road network.</p>
10	<p>On this length from the new Fenrother Lane (east) junction to Fairmoor, Morpeth the Applicant now says that enhanced NMU provision cannot be achieved as proposals have been introduced at too late a stage of the examination to enable proper consideration. The Council believes that this is an opportunity missed and that at relatively low cost enhanced NMU provision could be achieved over this length and could certainly have been achieved had Highways England engaged on this aspect from the outset of this Examination.</p>	<ol style="list-style-type: none"> <li>1. The Applicant confirmed at Issue Specific Hearing 4, as set on page 12 onwards in Section 3 of the Applicant's Written Summary of Oral Submissions to Hearings in Weeks Commencing 7 and 14 June 2021 [REP10-037] submitted at Deadline 10, that to provide a shared footway/cycleway between Priests Bridge and Morpeth would require additional land outwith the Order Limits including the removal of existing woodland and would require the use of a Private Means of Access.</li> <li>2. The Applicant also confirmed that incorporating a shared footway cycleway between Morpeth and Highlaws would adversely impact on the re-use of the existing A1 carriageway. Given the costs of the additional land required including that required to compensate for the loss of existing woodland together with the costs of providing a much wider footway/ cycleway and the potential loss of the benefits of re-using the existing A1 carriageway the Applicant does not accept that a footway/cycleway could be implemented at relatively low cost.</li> <li>3. To incorporate the enhanced NMU provision proposed by NCC would require a further assessment of the environmental impacts, further consultation and a proposed change to the Development Consent Order and the Applicant does not agree that this change would have been readily achieved through the course of the Examination.</li> <li>4. NCC may regard the non-incorporation of this NMU provision as a missed opportunity. However, it is not something which is required to mitigate impacts of the scheme. The Applicant has engaged with NCC on NMU provision. The difficulty, as explained in item 9, is that the Applicant had not appreciated, prior to 17 May, the extent of the NMU provision which NCC was seeking south of Fenrother Lane (east) junction. By the time that this became clear, it was too late in the examination to address the changes sought by NCC which are, in any event, not necessary to address the impact of the Scheme.</li> </ol>
11	<p>The dismissal of the details of the proposals during the Hearing Session on 10th June 2021 with technical matters that prevent delivery of a link could have been avoided had the Applicant engaged with the Council in respect to finding a means of achieving NMU provision on this section. As stated in the hearing session on 10th June 2021, there are varying options to achieve the link and an optioneering process could have been undertaken to identify constraints and agree a position taking those constraints into account.</p>	<ol style="list-style-type: none"> <li>1. The Applicant confirms that to incorporate the enhanced NMU provision proposed by NCC or any alternative means of achieving NMU provision on this section identified through an optioneering process would require changes to the Order Limits, a further assessment of the environmental impacts, further consultation and a proposed change to the Development Consent Order and the Applicant does not agree that this change would have been readily achieved through the course of the Examination. Again, the Applicant was not aware prior to 17 May of the extent of the NMU provision which NCC was seeking south of Fenrother Lane (east) junction. The Applicant could not engage on something that it was not aware of.</li> </ol>
12	<p>It is therefore disappointing that the Applicant did not engage with us to develop this, with the Council being required by the ExA to put forward a proposal without the benefit of understanding constraints that the Applicant could have identified. This would have also</p>	<ol style="list-style-type: none"> <li>1. The Applicant liaised directly with NCC on 28/01/2021 to clearly state that funding for a separate cycleway is not part of the scope of the Scheme.</li> <li>2. As set out in the response to point 18 below, the Applicant is working with NCC to try and secure alternative funding. However, such provision would be separate to</li> </ol>

Ref. No.	Response:	Applicant's Response:
	reduced the uncertainty over the scope of the work mentioned in the Applicant's response as a reason why the link cannot be delivered.	<p>the Scheme. The Scheme is not dependent on such funding being available as the creation of a new north-south which is sought by NCC is not required in order to mitigate the impacts of the Scheme.</p> <p>3. The Applicant was not aware prior to 17 May of the extent of the NMU provision which NCC was seeking south of Fenrother Lane (east) junction. The Applicant could not engage on something that it was not aware of.</p>
13	The Council believes that the Applicant could and should continue to explore providing this enhanced NMU provision between the new Fenrother Lane (east) junction and Fairmoor, Morpeth as part of the A1 Dualling scheme.	<p>1. The Applicant liaised directly with NCC on 28/01/2021 to clearly state that funding for a separate cycleway is not part of the scope of the Scheme. This is because the Scheme Objectives were determined as a result of the A1 North of Newcastle Feasibility Study and to align with the Roads Investment Strategy (RIS). The intent of the project is to create two lengths of dual carriageway to address the known issues on the single carriageway. The provision of a new cycleways is not a specific requirement of the project and is not required on the basis of traffic flows.</p> <p>2. The Applicant is working with NCC to try and secure alternative funding for an NMU provision to be made on the section of A1 to be de-trunked. However, such provision would be separate to the Scheme. The Scheme is not dependent on such funding being available as the creation of a new north-south which is sought by NCC is not required in order to mitigate the impacts of the Scheme.</p> <p>3. The provision of enhanced NMU provision between the new Fenrother Lane (east) junction and Fairmoor, would require additional land outwith the Order Limits including the removal of existing woodland and would require the use of a Private Means of Access. Even leaving the issue of funding to one side, this is not a matter that can now be addressed as part of the Scheme.</p>
14	With regard to the de-trunked A1 from Priest's Bridge to Bockenfield, the Council view remains that provision for NMU's should be made along the full de-trunked length, to connect into the new cycleway being provided by the Applicant from Bockenfield to West Moor under Works 16L.	<p>1. The Applicant confirms that as a result of the de-trunking and through traffic utilising the dualled A1, following completion of the Scheme the former A1 is predicted to be much more lightly trafficked. As such, the de-trunked A1 will be suitable for use by cyclists without the requirement for separate cycleway provision.</p> <p>2. The Applicant confirms that the provision of a shared footway/cycleway on the de-trunked A1 from Priest's Bridge to Bockenfield would be technically challenging in that while the existing carriageway could be reduced in width, much of the reduction in width would, assuming the speed limit was unchanged, be taken up by a separation strip between the carriageway and footway/ cycleway. The footway/ cycleway would therefore largely be located in the existing verge. In addition to the alterations which would be required to the existing drainage, public utilities apparatus in the existing verge could well need to be diverted to accommodate the footway/ cycleway.</p> <p>3. There is no requirement for such NMU provision to be made to mitigate the impact of the Scheme as previously set out in the Applicant's submissions.</p>
15	We note the Applicant's previous comments regarding Designated Funds being sought in respect of this issue but would note that use of Designated Funds was first raised by the Applicant over 3 years ago and that no specific proposals have been drawn up and no applications for initial preliminary design funding have been made.	<p>1. The Applicant accepts that progress on securing alternative funding for NMU provision on the detrunked A1 has felt slow to NCC. The Applicant accepts that we have been engaging in dialogue with NCC on Designated Funding ideas since 2018. However, the Applicant has progressed with the A697 cycleway scheme during this</p>



Ref. No.	Response:	Applicant's Response:
		<p>time which was agreed with NCC in 2018 as the priority at the time. The A697 cycleway provision has received Designated Funds funding to allow feasibility and preliminary design to be undertaken and the Applicant is now using this to gain further funding for detailed design.</p> <p>2. The Applicant is committed to working with NCC to try and secure alternative funding to allow for the provision of an NMU provision on the section of detrunked A1. The Applicant will work with NCC to secure alternative funding either wholly from the Applicants Designated Funds programme or from other government funds that may be available to NCC. The objective is that a business case for funding will be submitted in August or September 2021</p>
16	<p>We do not accept that LTN1/20 only applies to new network and that the principles should apply where works are required under the scheme. The de-trunked section of the A1 falls within the scheme and DCO limits and therefore LTN1/20 shall apply. If the Applicant considers that a segregated provision is required north of Brockenfield is necessary on this section of the parallel local road network to the A1, then we struggle to understand on sustainable transport and road safety grounds why such a provision, for both carriageway width and NMU provision is not applied along the full length of the detrunked A1.</p>	<p>1. The Applicant does not consider that handing over of an existing asset from the strategic road to local highway network would trigger the application of LTN 1/20 as no improvements or changes to the de-trunked section of the A1 are proposed. The Applicant refers to the evidence presented at the hearings on transport matters.</p> <p>2. The Applicant confirms that LTN 1/20 is appropriate for new <b>local</b> highway schemes or changes to local highway schemes and will be used in the detailed design of the footway provision being created on the new section of link road from West Moor Junction to Brockenfield Caravan Park. However, as no changes to the de-trunked section of the A1 are required as part of the Scheme, the guidance does not apply. Once de-trunked, a future scheme on this section of the road would consider LTN 1/20 for new cycling provision.</p>
17	<p>With regard to completing the connections at Highlaws, Fenrother and Causey Park we do not agree with the statement made under Point 9 of the Applicant's Response in respect that these footway connections between the de-trunked A1 and those provided by the scheme are the responsibility of NCC. The gaps in the NMU network at Fenrother and Causey Park are solely due to the delivery of the scheme and not because NCC have "failed to elect to" provide footway connectivity. The scheme introduces new footways at the Fenrother junction and Causey Park bridge, which is deemed required by the Applicant, yet does not make the connectivity to the existing provision of footways on the de-trunked A1. We fail to understand how the Scheme is not required to close a gap in provision of its making through the provision of footways at the grade separation at Fenrother and Causey Park to connect with the existing provision on the de-trunked A1.</p>	<p>1. The Applicant confirms that some of the works at Highlaws, Fenrother and Causey Park are on existing NCC roads where NCC has itself chosen not to provide NMU facilities, or at least failed to elect to do so, indicating that this is not a priority for NCC. The Applicant understands that NCC see the Scheme as an opportunity to expand NMU provision. However, the Scheme already enhances NMU movement through the provision of grade-separated junctions and it is not for the Scheme to address gaps in NCC's NMU network.</p> <p>2. The Applicant confirms that at Fenrother Junction and Causey Park Overbridge the new footways which are being provided form part of new Public Rights of Way which are required to replace existing Public Rights of Way which are being stopped up as a result of the Scheme as shown on Sheets 4 and 6 of the Rights of Way and Access Plans [REP10-006].</p> <p>3. The Applicant confirms that the new footways at Highlaws Junction provides a grade separated crossing of the A1 carriageway and connect with both the Public Right of Way (reference PR2/1) as shown on Sheet 2 of the Rights of Way and Access Plans and also with the existing footway on the east side of the A1 which is to be retained.</p>
18	<p>The Applicants response to the ExA Written Question TT.3.1 within REP8-026 may give the impression to the ExA that progress has been made with two Designated Fund meetings held with the Council on 18th March 2021 and 14th May 2021. We do not consider this to be the case. Whilst the provision of the NMU route was briefly discussed in the first meeting, in the second meeting no further discussion or indication of progress was detailed. Furthermore, at</p>	<p>1. The Applicant confirms that there are internal Highways England meetings taking place and the objective is that a business case for funding will be submitted in August or September 2021. Progress is therefore being made. However, the NMU provision being sought by NCC is not required to mitigate the impact of the Scheme and is therefore a separate issue to consideration of the merits of the Scheme. The</p>

Ref. No.	Response:	Applicant's Response:
	<p>the second meeting other potential Designated Fund schemes were discussed rather than the Morpeth to Felton NMU route and no indication was provided that any significant or meaningful progress has been made in securing or starting to secure funding for the NMU provision.</p> <p>Given this situation we have no confidence that this NMU provision will be forthcoming through Designated Funds.</p>	<p>issue of NMU provision is also separate from the issue of road safety on the detrunked A1 which is addressed in the following section.</p>
<p><b>Cross Section of De-Trunked A1 – Road Safety – Applicant's Response to Question TT.3.2</b></p>		
19	<p>The Council continues to be concerned regarding the width of the de-trunked section of the A1, given the new purpose the road will serve as a result of the dualling scheme. The existing A1, which will be de-trunked, is excessively wide for the new traffic flows which it will carry, and this is expected to lead to high speeds and road safety issues, as documented in the NCC submission at Deadline 5 (REP5-042). The Council identified this concern early in the development of the scheme and had provided the Applicant a preferred revised cross section with a reduced width of 7.3m in June 2018 (Meeting record of 28/6/18 contained within Rev 8 of the SoCG on Page 30 (REP9-020)).</p>	<p>1. The Applicant does not accept that the de-trunked section of the A1 is excessively wide for the volume of traffic which will use the road following completion of the Scheme. The Applicant confirms that over intermittent lengths of the section of the existing A1 to be de-trunked there is already centreline hatching and ghost islands to provide for right turning vehicles at junctions such that the maximum length of carriageway without any centre line hatching is around 620m over the 5.9km section being de-trunked. In addition to improving the safety of traffic at these junctions the effective narrowing of the carriageway on the approaches to each of these junctions achieved by the hatching and ghost islands already encourages a reduction in traffic speed. The Applicant would not advocate removing these ghost islands.</p>
20	<p>The issue had also been identified in a Stage 1 Road Safety Report prepared by WSP for the Applicant in September 2018 and the Designer's Response accepted the problem and recommendation and identified that details of the section of the detrunked A1 should be determined and agreed with the applicant and NCC, with a view to this being developed and confirmed during detailed design. Such proposals have not been brought forward, nor has any agreement been given by the Applicant that a width reduction will be incorporated in the scheme.</p>	<p>1. The Applicant confirms that the Stage 1 Road Safety Audit (RSA) highlighted the potential for increasing vehicle speeds on the de-trunked A1. The RSA did not state that the carriageway will be unsuitable and unsafe as suggested by NCC. An issue reported within a Stage 1 RSA does not automatically generate a requirement to change the Scheme design. The normal course of action is for the relevant highway authority to review the recommendations from the RSA and determine what mitigation measures, if any, are required.</p>
21	<p>In the Applicant's response at Deadline 9 to TT.3.2 (REP9-018) the Applicant states that:</p> <p><i>"4. The designer's response to the RSA finding suggests changes to the speed limit on the de-trunked section. The Applicant is not proposing to change the speed limit on the de-trunked section as part of the Scheme A1 in Northumberland: Morpeth to Ellingham Applicant's Responses to Deadline 8 and 8a Submissions Planning Inspectorate Scheme Ref: TR010059 Page 11 of 39 but notes that it is open to NCC to choose to do so, and provision to achieve this could potentially be included within the DCO if sought by NCC (although the Applicant's position is that this is not needed)."</i></p> <p><i>"5. As an alternative the Applicant confirms that, in accordance with design standards, narrowing the carriageway by physical or virtual means is a standard technique to reduce traffic speeds. There are therefore a variety of ways of addressing speed, but they do not justify the provision of a segregated cycleway."</i></p> <p>As anyone with any involvement in road safety is aware, changing driver behaviour and reducing vehicle speeds is not something that can effectively be achieved by changing speed limits alone. The applicant's concentration on the speed limit reduction solution to the Road Safety Audit Problem is therefore not considered appropriate. As Highway Authority taking on the responsibilities associated with the de-trunked A1, any resolution of issues raised in the Stage 1 Road Safety Audit must be considered by the Council as future</p>	<p>1. As NCC notes the Applicant confirmed in their response to TT3.2 in Table 1-1 in the Applicant's Response to Deadline 8 and 8a Submissions [REP9-018] that narrowing the carriageway is an alternative technique to reducing the speed limit to achieve a reduction in vehicle speeds. The Applicant confirms that over intermittent lengths of the section of the A1 to be de-trunked there is already centreline hatching and ghost islands to provide for right turning vehicles at junctions such that the maximum length of carriageway without any centre line hatching is around 620m over the 5.9km section being de-trunked. In addition to improving the safety of traffic at these junctions the effective narrowing of the carriageway on the approaches to each of the junctions achieved by the hatching and ghost islands will already encourage a reduction in traffic speed. The Applicant would not advocate removing these ghost islands.</p>

Ref. No.	Response:	Applicant's Response:
	<p>Overseeing Organisation of the de-trunked A1. The reduction in speed limit solution to this problem has not been signed off or considered appropriate by the Council. The nature of the road environment has a more significant effect on driver behaviour and vehicle speeds than speed limits. Therefore, the Council strongly believes that a reduction to the road width of the de-trunked section to 7.3m should form part of the works under Work Nos. 10a and 10b with Schedule 1 of the Development Consent Order</p>	
22	<p>On a number of occasions, the Applicant has stated that changes to the de-trunked section would be able to be carried out by the Council after the overall A1 Dualling scheme has been completed, if the Council felt this was required. However, the necessary work to reduce the width of the de-trunked section is a direct consequence of the A1 Dualling Scheme and should be carried out as part of that scheme and also addressing the issue raised at the Stage 1 Road Safety Audit. It does not seem appropriate that the burden of necessary work as a consequence of the A1 Dualling scheme should fall on the County Council.</p>	<ol style="list-style-type: none"> <li>1. The Stage 1 RSA highlighted the potential for increasing vehicle speeds on the de-trunked A1. The RSA did not state that the carriageway will be unsuitable and unsafe. An issue reported within a Stage 1 RSA does not automatically generate a requirement to change the Scheme design.</li> <li>2. The normal course of action is for the relevant highway authority to review the recommendations from the RSA and determine what mitigation measures, if any, are required.</li> <li>3. As set out in the response to point 19 above there is already effective narrowing of the carriageway at intermittent points along the length of the section of the de-trunked A1 provided by the centre line hatching and ghost islands.</li> </ol>

**Table 1-6 - Messrs Beal**

Ref. No.	Response:	Applicant's Response:
1	<p>The proposed route and scheme involve the loss of circa 25% of their farmland. There is land being taken on all 4 sides of the road network.</p> <p>The loss will mean a significant impact on the future viability of the farm. It is currently an organic run business and with the reduced area, it will not become viable for Mr Beal to operate it and earn a living. This scheme will deprive him of his ability to derive an income from his farm business.</p>	<ol style="list-style-type: none"> <li>1. It is acknowledged within Chapter 12 Population and Human Health of the Environmental Statement (ES) Part B [APP-055] that there would be a large (significant) adverse effect on Charlton Mires Farm during both construction and operation due to temporary and permanent land loss, demolition of property, loss of accesses and reduction in agricultural land holding viability.</li> <li>2. The July 2019 blight counter notice accepted by the landowner indicates that the Applicant proposes to acquire approximately 42 acres of a total land holding of 152 acres, with is circa 25%. Sheet 15 of the Land Plans [REP10-003] confirms land interests for the Beals on all four sides of the proposed Charlton Mires junction. The Applicant and the District Valuer (DV) have been working with the landowner and their agent to develop a package of compensation to address the acknowledged impacts.</li> <li>3. Following Compulsory Acquisition Hearing 3 and the Applicant's Summary [REP10-037] item 2.3(l), Mr Fell confirmed advanced negotiations were broadly acceptable. A follow-up meeting was held between the DV and Mr Fell on 18/06/2021 to finalise injurious affection elements of the claim and agree items of disturbance which can be included. Significant progress has been achieved with broad agreement for injurious affection, with disturbance items taken away by the DV to be discussed with the Applicant. A review of these items is due to complete by 09/07/2021.</li> </ol>



Ref. No.	Response:	Applicant's Response:
2	<p>The proposed route will take out the caravan storage business which is run by Mrs Beal and pays the farm partnership a rent. This is a significant diversification business which will not be able to operate as there is no other location to operate from. Not only will they lose the capital value of this enterprise, but they will also lose the income which provides a valuable source of ongoing revenue. No account has been made by HE to provide an alternative site for which to be able to continue to operate this business.</p>	<ol style="list-style-type: none"> <li>1. To date the caravan storage business has been discussed as part of the overall claim for Charlton Mires Farm. It has now come to light following the receipt of information from Mr Fell in June 2021 that the business is run and owned separately by Mrs Beal senior. This will result in a separate claim for the caravan storage business, which will be considered and discussed between the DV and Mr Fell. The loss of income from the caravan storage business to the farm has been discussed between the DV and Mr Fell and forms part of the offer to settle the main elements of the claim.</li> </ol>
3	<p>The proposed route means the destruction of the farmhouse and the farm buildings and yard. The farmhouse has been lived in by Mr Beal all his life and this is a major upheaval for him at his age. He has already <b>[redacted]</b> of this proposed scheme. No agreement has been reached on future accommodation and at this moment in time Mr &amp; Mrs Beal senior have nowhere to go and live. They are <b>[redacted]</b> has been taken into account by HE. There is serious concern that a property cannot be found in time and <b>[redacted]</b>. We are being told that HE intend to take occupation in around spring 2022, yet there are no homes available locally to enable Martin to care and look after his elderly parents. We have grave concerns that they will be forced to live in a caravan at <b>[redacted]</b>, this is not acceptable.</p>	<ol style="list-style-type: none"> <li>1. Plot 15/6a on sheet 15 of the Land Plans [REP10-003] contains the farmhouse and associated farm buildings to be acquired as part of the July 2019 blight counter notice accepted by the landowner.</li> <li>2. It is anticipated that, if the Secretary of State makes the DCO then this is likely to be in Spring 2022 with the site works commencing shortly after. Whilst the Applicant is very keen to work with the landowners to facilitate alternative accommodation, there will come a time when possession of the land will be required for the construction of the Scheme. If the replacement facilities are not ready for occupation by that time, the landowners will be required to give up possession of the property and make alternative arrangements. Reasonable disturbance costs may form part of a compensation claim.</li> <li>3. The Applicant has previously offered to Mr and Mrs Beal on 13/11/2020 a clarification in the negotiations for making an advanced payment of 90% of the compensation due to them, in line with s52 (1) Land Compensation Act 1973. This is usually payable when the DCO has been made, but the Applicant has offered to make such a payment upfront through an exchange of contracts. This would permit temporary arrangements to be made by the Beal family. Mr Fell has submitted some cost info in relation to temporary accommodation for Mr and Mrs Beal senior. This is being considered as part of the disturbance claim and it is hoped that a decision can be reached by 09/07/2021.</li> </ol>
4	<p>The Beals are going to lose their farmyard and they will have nowhere to store any machinery or provide accommodation for their sheep or anywhere for animal welfare purposes. This is a serious concern especially as the time at which the land may be taken is during lambing. Providing accommodation elsewhere off the farm is going to be very expensive and significantly costly to the Beals as they will have to travel during times of housing and will mean Martin Beal will have to live effectively in a shed during lambing time.</p>	<ol style="list-style-type: none"> <li>1. As noted in item 2 of Table 1-5 of the Applicant's Response to Deadline 4 Submissions [REP5-029] July 2019 blight counter notice accepted by the landowner encompassed the entirety of the farmyard. As such, the loss of the farmyard has been in contemplation since 2019 and is a matter for compensation.</li> <li>2. Mr Fell has submitted some cost info in relation to temporary accommodation for the farm machinery and livestock. This is being considered as part of the disturbance claim and it is hoped that a decision can be reached by 09/07/2021.</li> </ol>
5	<p>We do not believe that HE considered the alternative options of location of the flyover. There were other options originally proposed which would have meant the <b>[redacted]</b> would not have been destroyed. Why were these never considered? What we are left with is the serious concern that the Beals will lose 25% of their farm, the farmhouse and the farmyard and be left with a serious problem, which will be costly and <b>[redacted]</b> as a result.</p>	<ol style="list-style-type: none"> <li>1. The Applicant has confirmed in GEN1.33 of the Applicant's Response to ExA's First Written Questions [REP1-032], with the accompanying Appendix GEN.3 Junction Drawings WQ GEN.1.33 [REP1-035] the four different junction options, including Charlton Mires overbridge that were assessed during Preliminary Design. These were originally set out in Table 3-4 Chapter 3: Assessment of Alternatives [APP-038] of the ES.</li> </ol>

Ref. No.	Response:	Applicant's Response:
		<ol style="list-style-type: none"> <li>2. As summarised in the Applicant's Response to Deadline 3 submissions [REP4-024], the two routing options which would have avoided Charlton Mires were discounted during the initial development of the scheme due to the greater environmental impacts of an offline route. Four options were considered for the location of the Charlton Mires junction on the online route and all impact on the Beals. Options 1 and 3 were discounted following consultation with the landowners, Option 1 would blight the new Beal property at Rock Nab and was discounted; Option 3 would require less of the farm holding than for Option 2 (the selected option) but would still result in a loss of about 70% of its garden, also impacting the new residential property. The discounting of Option 4 was primarily on the basis of the increased diversionary requirements and the need for a new link road to the B6347. This left Option 2 which is the option in the Scheme. The Applicant has therefore considered alternative options for the location of the junction as set out in previous submissions.</li> <li>3. Since working on the feasibility study for the route, the Applicant has sought to develop and maintain a positive relationship with the Beals to explain the proposals and the effect the proposed dualling will have upon their home and livelihood. Item 3 of Table 1-5 of the Applicant's Response to Deadline 4 Submissions [REP5-029] details the early consultation with the Beals in October 2016 and their response in December 2016 on topics including the junction arrangement.</li> <li>4. The landowner's 2019 blight notice and the July 2019 blight counter notice both encompassed the entirety of the farmyard, and the counter notice was accepted by the landowner. As such, the loss of the farmyard has been in contemplation since 2019 and is a matter for compensation.</li> <li>5. The acquisition and injurious affection is broadly agreed between the DV and Mr Fell. The outstanding items are ones of disturbance which are being discussed. The Applicant has previously communicated to Mr &amp; Mrs Beal on 13/11/2020 a clarification in the negotiations for making an advanced payment of 90% of the compensation, in line with s52 (1) Land Compensation Act 1973 usually once the DCO has been made, but now upfront through an exchange of contracts.</li> </ol>
6	<p>There is currently an underpass used for moving sheep from the east to the west of the A1. This is only just possible to move sheep through due to the narrowness of it. However, the new scheme only suggest extending this. this will not work. The underpass will not be wide enough to allow livestock to run through it because it will be too narrow and too dark. It will become very dangerous and there is no allowance for this animal welfare issue.</p>	<ol style="list-style-type: none"> <li>1. Work No 34 on sheet 15 of the Works Plans [REP10-004] indicates the location of Linkhall Culvert (Ref. 26.1) which is an existing 20.5m long culvert to be extended by a further 52m to accommodate Kittycarter Burn.</li> <li>2. As stated in item 1.19.4 the Applicant's Response to Relevant Representations [REP1-064] it is noted that the blight counter notice will result in the Applicant acquiring the land to both ends of the culvert. As these plots will no longer be owned by the landowner, they will not have access to the culvert. The Applicant acknowledges the impact to the landowner as a result of the land acquisition and loss of use of the culvert as a means of getting cattle across the A1. The Landowner will have to transport cattle across the A1 by use of the new Charlton Mires grade separated Junction. The impact on the landowner will be compensated for by the Applicant in agreement with the appointed DV as part of the injurious affection agreement. Further items are being considered as part of the disturbance discussions.</li> </ol>

Ref. No.	Response:	Applicant's Response:
7	In November 2017, the agent acting on behalf of HE in open correspondence agreed that the basis of compensation to the Beals would be on the basis of the cost of relocating what exists at the moment at the farm that would be lost. This was made in open correspondence and was the basis at which the Beals in good faith continued to engage with HE. However, that promise made on behalf of HE has not been followed through. The result of which is serious stress to the Beals who are faced with the real uncertainty of what is going to happen in under a year. We would seriously suggest that the Planning Inspectorate insist that the alternative options are considered that would not involve the destruction of <b>[redacted]</b> Farmhouse and yard. It is shame that HE are unwilling to follow through with their promise made in 2017.	<ol style="list-style-type: none"> <li>As set out in item 1.99.2 of the Applicant's Response to Relevant Representations [REP1-064] the Applicant has satisfied themselves that all discussions and negotiations held with the landowner have been in line with legislation and under Section 5 Land Compensation Act 1961. The option of a 'lift and shift' of the existing Charlton Mires farmhouse does not meet with Rule 5 of the Section 5 Land Compensation Act 1961 which only allows for the adoption of equivalent reinstatement as a valuation approach.</li> <li>The Applicant appointed an external Valuer who has provided an independent valuation report which has formed the basis of the current negotiations which has now agreed the injurious affection elements of the claim. The Applicant continues to be flexible in the process.</li> <li>As stated in item 5 above, the assessments and consultations for the Scheme have fully explored all the available options for the route of Part B and Charlton Mires junction prior to the Preferred Route Announcement in September 2017 and through preliminary design.</li> </ol>
8	I will also note that no doubt the acquiring authority's solicitors will point to the fact that a Blight notice has been accepted. However, a Blight notice can be withdrawn at any time and one cannot just say that their voice and objection is now restricted following the Blight notice acceptance.	<ol style="list-style-type: none"> <li>The Applicant has advised the Beals, including the letter dated 13/11/2020, that there is an option to withdraw the blight claim and enter an alternative dispute resolution process or refer the claim to the Lands Chamber of the Upper Tribunal to deal with compensation disputes.</li> <li>Throughout the entire process the Applicant has encouraged Interested Parties to submit representations and engage with the planning process.</li> </ol>
9	Finally, I wish to stress that this is causing significant stress and impact on the welfare of the Beal family as a whole. It has been going on for 3 years at least now and it is extremely unsettling faced with the <b>[redacted]</b> and livelihood. We would urge the planning inspectorate to insist that an alternative route is found which there clearly is which would not mean the loss of a farmhouse and farmyard.	<ol style="list-style-type: none"> <li>The Applicant continues to work closely with the land agent regarding the July 2019 blight counter notice and compensation and welcomes further discussion to swiftly close out the final aspects of the agreement.</li> <li>The Applicant responded in GEN1.14 of the Applicant's Response to ExA's First Written Questions [REP1-032] with full details of the overall route selection and junction options considered in order to avoid demolition. These were fully considered before the Preferred Route Announcement in September 2017 and clearly set out in Table 3.4 of Chapter 3: Assessment of Alternatives [APP-038]. This is summarised in item 5.2 above.</li> </ol>

**Table 1-7 - Mark Hawes**

Ref. No.	Response:	Applicant's Response:
<b>Applicant's Response to Deadline 6 Submissions – Table 1-3, Point 2</b>		
1.	The applicant suggests that Northgate Farm does not have rights of way leading south from the property	<ol style="list-style-type: none"> <li>The Applicant confirmed in Table 1-5 on page 25 of the Applicant's Responses to Deadline 8 and 8a Submissions [REP9-018] that NCC's records and the latest refresh of HM Land Registry data does not record a bridleway at this location, as originally referred to by Mr Hawes. The Applicant's statement remains accurate.</li> </ol>



Ref. No.	Response:	Applicant's Response:
	<p><i>“Following a further review of land registry data, the Applicant is not aware of a private bridleway access leading south from Northgate Farm.”</i></p> <p>This response from the Applicant is particularly disappointing and further illustrates our frustration with the current planning process. We have highlighted the rights of way benefits, that the property enjoys, on numerous occasions. This includes providing registration documentation with details of relevant covenants. The following covenant details were shared with the Applicant.</p> <p><i>“The right of way for the Vendors and their successors in title servants and licensees at all times on foot or horseback only over the track-coloured green on the plan for the purpose of access to and egress from the public bridleway passing east to west over the property in the vicinity of Cotting Burn.”</i></p> <p>As it stands there is no provision in the current plans to preserve this benefit</p>	<ol style="list-style-type: none"> <li>2. The private right of way to which Mr Hawes refers is a right for residents of Northgate Farm to pass over the land to the southeast of the property, and is contained within HMLR title ND93705 (Mr Robson's title). The land to which the right described by Mr Hawes relates is recorded as plot 1/6a in the Book of Reference [REP10-018 and 019]. The entry at plot 1/6a on page 31 of the Book of Reference also lists Mr and Mrs Hawes' right of access over this land.</li> <li>3. As set out in the Applicant's Responses to Deadline 8 and 8a Submissions [REP9-018], Chapter 12 Population and Human Health Part A of the ES [APP-054] (which has been carried out in accordance with DMRB Volume 3, Section 11, Parts 6 Land Use, 8 Pedestrians, cyclists, Equestrians and Community Effects and 9, Vehicle Travellers and sensitivity tested against the updated LA 112) includes the assessment of designated public rights of way on public and private land and non-designated paths on publicly accessible land. Therefore, any non-designated connecting pathways, including those leading from Mr Hawes' private property, have not been included as part of the environmental assessment for the Scheme, as presented in Chapter 12 Population and Human Health of ES for Part A [APP-054].</li> <li>4. However, the Applicant does not consider that the Scheme will impede private access for equestrians or pedestrians to the existing bridleway 407/010. This is particularly so given the proposed provision of a new private means of access (PMA) PA1/3, which will allow access from Mr Hawes' property to the existing bridleway 407/010.</li> <li>5. Any demonstrable loss of benefits is a matter for the discussions as to compensation between Mr Hawes and the District Valuer, acting on behalf of the Applicant.</li> </ol>
1.1	<p>The Applicant does suggest that we can get access to the south via the proposed PMA but this falls well short of the benefit that we currently enjoy for the following reasons:</p> <p>We do not believe that it will be safe to share the PMA road with vehicles travelling at speed, particularly at night.</p>	<ol style="list-style-type: none"> <li>1. The Applicant has provided suitable access to Mr Hawes property, via the PMA.</li> <li>2. Although the national speed limit will apply, the response to item 34 of Table 1-3 of the Applicant's Responses to Deadline 6 Submissions [REP7-017] stated that the rural nature of the PMA, narrower widths and bends, will naturally regulate the vehicle speeds for the limited use of this road.</li> </ol>
1.2	<p>The current rights of way conveniently starts from the woodland to the east of the property. In following the PMA route, we will have to walk/ride over ½ kilometre via the new PMA to get to the same start position.</p>	<ol style="list-style-type: none"> <li>1. Subject to further discussions with the landowners at detailed design, the proposed PMA boundary fence could be adapted in detailed design to accommodate access at the current start of the rights of way, whilst not reducing its suitability to provide safety and security.</li> <li>2. Further, if the ongoing discussions between Mr Davidson and Mr Hawes, debated at Compulsory Acquisition Hearing 3 (item 2.5 of the Applicant's Written Summary of Oral Submissions to Hearings in Weeks Commencing 7 and 14 June 2021 [REP10-037]) conclude that Alternative Route B is taken forward as a private agreement, then the start of the rights of way is close to the new bell mouth and the additional diversion length is eliminated.</li> </ol>
1.3	<p>It is not ideal to have to walk/ride on tarmac.</p>	<ol style="list-style-type: none"> <li>1. The proposed PMA has been designed in accordance with Northumberland County Council's Residential Roads and Footpaths in Northumberland guidance and can be readily used by pedestrians.</li> </ol>

Ref. No.	Response:	Applicant's Response:
1.4	The PMA route is more troublesome and less enjoyable as it entails travelling through our neighbour's property where it has been made clear that we are not wanted.	1. The principles and options for the ongoing management of the use of the shared PMA have been documented throughout the Examination. The Applicant understands that discussions on the private agreement between Mr Davidson and Mr Hawes are ongoing outside the DCO and the Applicant, along with the District Valuer, will continue to negotiate with both parties.
2.	In assessing the impact of the scheme on Northgate Farm, I am struggling to understand how the Applicant has been able to do this accurately if they do not recognise existing key benefits which are inadvertently being removed. Unfortunately, as previously documented, this is not an isolated example.	1. The Applicant has provided a response to this point at item 1, above. 2. The Applicant does not agree that the benefit of the use of the private right of way to which Mr Hawes refers would be removed by the Scheme.
<b>Applicant's Response to Deadline 6 Submissions – Table 1-3, Point 2, paragraph 2</b>		
3.	<p>The Applicant makes the following reference to the issues raised the meeting on the 13th.</p> <p><i>“At the meeting on 13 May 2021, the Applicant confirmed that its position in relation to the majority of Mr and Mrs Hawes’ concerns remains as previously set out in items 1 to 73 of Table 1-3 in the Applicant’s Responses to Deadline 6 Submissions [REP7-017]. The majority of the remaining issues discussed would be able to be addressed by the Applicant at detailed design”.</i></p> <p>This statement provides a positive outlook to the current position, unfortunately this does not marry with our expectation. Whilst the Applicant provided responses to all of the 73 listed issues only one was resolved leaving 72 still outstanding. In going forward, we have identified 5 which could be addressed by detailed design. That would still leave 67 issues outstanding which are now unlikely to be resolved.</p>	<p>1. Along with the discussions held between the Applicant and Mr Hawes on 13 May 2021, the Applicant provided detailed responses to all 73 items in Table 1-3 on pages 39 to 58 of the Applicant's Responses to Deadline 6 Submissions [REP7-017]. The Applicant's responses are of a factual nature and demonstrate that the relevant assessments undertaken for the Scheme comply with the relevant guidance and/or standards. The Applicant maintains the position set out in those responses. The residual eight points that that require further discussion at the detailed design stage are identified in the Applicant's responses.</p> <p>2. The Applicant has endeavoured to address all concerns raised by affected parties on the Scheme, both in response to written submissions and through engagement outside the examination process. The Applicant will continue to liaise with Mr Hawes.</p>
<b>Table 1-4 – Written Summaries to Hearings – Wednesday 21<sup>st</sup> April – Issue Specific Hearing 3</b>		
4.	We appreciate the extra detail provided by the Applicant, but this has not changed our position which remains as documented in deadline 6. In summary, the current views to the west and north which we currently enjoy will be significantly spoilt by the expansion of the carriageway, the tree felling, the layby, the access road and the removal of Northgate cottage. The construction of a noise barrier will only partially mask this but creates its own negative visual effect. This is in addition to the visual impact of the PMA access road.	<p>1. The Applicant refers the ExA to the responses provided to the issues raised by Mr Hawes at Deadline 6, contained within Applicant's Responses to Deadline 6 Submissions [REP7-017]. Specifically, in relation to the views to the west and to the north, the Applicant would refer to the response provided within item 1 of Loss of Benefits (page 37) in Table 1-3 – Mark Hawes D6 Submission. The expansion of the carriageway has been proposed on the western side of the existing A1 to reduce direct impacts on neighbouring dwellings, including Northgate Farm. This does however necessitate the removal of Northgate Cottage, which for the most part would be screened by the retained boundary vegetation in combination with the proposed noise barrier.</p> <p>2. The felling of trees, whilst regrettable is necessary in order to construct the Scheme. However, as previously stated (most recently in Item 9 of the Acquisition of Permanent Rights 1-8a on page 41 of the Applicant's Responses to Deadline 6 Submissions [REP7-017]) the removal of vegetation would be minimised where appropriate. This is specifically secured within measure S-L2 of Table 3.1 – Register of Environmental Actions and Commitments: The Scheme in the Outline CEMP [REP10-025 and 026] to be submitted at Deadline 11.</p>

Ref. No.	Response:	Applicant's Response:
		<p>3. Mr Hawes' concerns as to views of the layby have been previously addressed within item 14 of Placement of Layby close to the property (page 43) in Table 1-3 – Mark Hawes D6 Submission [REP7-017]. Views from the property, including views of any HGVs using the layby, would be substantially mitigated through the retention of existing vegetation on the western and northern boundaries, with the exception of a narrow gap to facilitate the construction of the proposed PMA, but which would gradually be screened as the proposed mitigation hedgerow and trees to the north establish. The Applicant has identified on Landscape Mitigation Masterplan Part A [REP8a-003], where this vegetation would be retained or provided, and this is secured through item S-L2 (c) of Table 3.1 – Register of Environmental Actions and Commitments: The Scheme in the Outline CEMP [REP10-025 and 026] to be submitted at Deadline 11.</p> <p>4. Concerns raised most recently by Mr Hawes in relation to the presence of the noise barrier and the associated visual effects are addressed within the responses to ISH 3 in Table 1.5 - Mark Hawes [REP9-018], pages 29 to 30.</p> <p>5. Views of the PMA access road have previously been addressed by the Applicant, most recently within the responses to ISH 3 in Table 1.5 - Mark Hawes [REP9-018], pages 27 to 29, and the Alternatives A and B within Applicant's Written Summary of Oral Submissions at Hearings - Northgate Farm Private Means of Access Options Technical Note [REP8a-005].</p>

**Written Summaries to Hearings – Wednesday 22<sup>nd</sup> April – Issue Specific Hearing 3 – Combined and Cumulative Effects**

5.	<p>Having reviewed the response from the Applicant we still stand by the original points raised in deadline 6 with respect to the Combined Effect. Although, we do not intend to re-iterate them here we would like to further reinforce the rights of way anomaly raised previously. If the Applicant is not aware of specific loss of benefits such as rights of way, how can they make an accurate assessment for the Combined Effects.</p>	<p>1. As detailed in the Updated Combined Effects Technical Note [REP10-035 and 036], common sensitive receptors from Technical Chapters 5 to 13 for Part A and Part B of the Environmental Statement (ES) [APP-040 to APP-059] that are exposed to residual effects of 'minor' or above by one or more technical topics as a result of the Scheme were collated into a cross topic combined effects screening matrix for Part A (construction and operation), Part B (construction and operation) and the Scheme (construction). The cross topic combined effects matrices are set out in the following tables of the Updated Combined Effects Technical Note [REP10-035 and 036]:</p> <ul style="list-style-type: none"> <li>• Table 2-1 – Screening of Receptors Groups for Cross Topic Combined Effects during Construction (Part A)</li> <li>• Table 2-2 – Screening of Receptors Groups for Cross Topic Combined Effect during Operation (Part A)</li> <li>• Table 3-1 - Screening of Receptors Groups for Cross Topic Combined Effects during Construction (Part B)</li> <li>• Table 3-2 - Screening of Receptors Groups during Operation (Part B)</li> <li>• Table 4-1 - Screening of Receptor Group for Cross Topic Combined Effects during Construction (The Scheme)</li> </ul> <p>2. The screening matrices by individual receptor are set out in the appendices of the Updated Combined Effects Technical Note [REP10-035 and 036]:</p> <ul style="list-style-type: none"> <li>• Appendix A: Screening Matrix (Part A)</li> <li>• Appendix B: Screening Matrix (Part B)</li> <li>• Appendix C: Screening Matrix (The Scheme)</li> </ul>
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Ref. No.	Response:	Applicant's Response:
		<p>3. The assessment has considered cross topic combined effects on PRow under the 'Users of PRow (WCH)<sup>1</sup>' common receptor group. As set out in Items 1 and 2 above, any non-designated connecting pathways leading from the private property have not been included as part of the Scheme assessment. As set out in the Applicant's Responses to Deadline 8 and 8a Submissions [REP9-018], Chapter 12 Population and Human Health Part A of the ES [APP-054] (which has been carried out in accordance with DMRB Volume 3, Section 11, Parts 6 Land Use, 8 Pedestrians, cyclists, Equestrians and Community Effects and 9, Vehicle Travellers and sensitivity tested against the updated LA 112) includes the assessment of designated public rights of way on public and private land and non-designated paths on publicly accessible land only. However, the Applicant does not consider that the Scheme will impede private access for equestrians or pedestrians' access to the existing bridleway 407/010 by using the proposed private means of access PA1/3. Any demonstrable loss of benefits is a matter for the discussions as to compensation between Mr Hawes and the District Valuer, acting on behalf of the Applicant.</p>

**Table 1-8 – Northern Powergrid**

Ref. No.	Response:	Applicant's Response:
1	<p>On Tuesday 29 June, Highways England responded to our client's proposed amendments to the protective provisions, which have highlighted a number of key issues which are not yet agreed and are not reflected in the latest dDCO submitted to PINS. We therefore attach the protective provisions schedule from the dDCO, marked up with the amendments being sought by NPG.</p> <p>By way of background these amendments are required by NPG for the following reasons:</p>	<ol style="list-style-type: none"> <li>1. As recorded in Table 2-1 of the draft Statements of Common Ground with Northern Powergrid, submitted at Deadlines 2 and 5 of the Examination [REF], the Applicant's legal team first contacted Northern Powergrid to discuss protective provisions on 22 October 2020. This included the provision of a copy of the draft protective provisions currently before the examination.</li> <li>2. An response from Northern Powergrid was not received until 2 February 2021. Northern Powergrid's legal team first contacted the Applicant's legal team on 24 March 2021 and provided substantive comments on the draft protective provisions before the examination on 12 May 2021.</li> <li>3. The Applicant's legal team provided a substantive response on 6 June 2021. Further comments were exchanged between the respective legal teams on 18 June 2021, 29 June 2021 and 2 July 2021.</li> <li>4. While Northern Powergrid lodged an objection to the Scheme on 18 February 2021, to date they have not raised any substantiated issues before the examination. Similarly, Northern Powergrid declined to attend the compulsory acquisition hearings conducted by the examining authority.</li> <li>5. As a result of Northern Powergrid's first substantive comments being placed before the examination at the final deadline of the examination, neither the Applicant or other</li> </ol>

<sup>1</sup> Walkers, Cyclists and Horse-riders

Ref. No.	Response:	Applicant's Response:
		<p>interested parties are afforded sufficient opportunity to respond to the points now before the examination.</p> <p>6. Nonetheless, at Appendix A to this response, the Applicant has set out its responses to the amendments to the protective provisions proposed by Northern Powergrid. As highlighted in Appendix A, in contrast to the amendments proposed by Northern Powergrid, the protective provisions contained within the draft DCO [REF] are precedented, including in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 or the A160 - A180 Port of Immingham Improvement DCO 2015. Each of these DCOs involved the Applicant and NPG. NPG has not shown good reason for why these precedented provisions should be departed from.</p>
2.1	<p>Time Limits – The standard protective provisions set out a number of time limits for Highways England providing notice for documents submitted to NPG for approval. NPG now have the benefit of experience in dealing with a number of development consent orders promoted by Highways England, which have established practical issues with some of these minimum time periods. One of the main issues stems from NPG's internal operations which are conducted across a number of different teams within the organisation. As a consequence, a review of documents or obtaining approvals often requires multi-disciplinary involvement and requires more time than that currently proposed in the protective provisions. The additional time being sought is not extreme and should be capable of being accommodated within Highway England's programme for the works. It is noted that a number of these amendments have been agreed by Highways England albeit there are some still in negotiation.</p>	<ol style="list-style-type: none"> <li>1. The time limits set out in the draft protective provisions before the examination are precedented in the DCOs referred to above. With the exception of National Grid Gas (which is a national body providing strategic gas infrastructure), they reflect the standard time periods offered to all statutory undertakers in draft protective provisions on the Applicant's DCO schemes. It should be noted that the agreed position with National Grid Gas has been reached in the context of a side agreement, which governs the relationship between the parties. No such agreement has been requested by Northern Powergrid.</li> <li>2. The proposed time limits represent a two-fold increase in the time required for Northern Powergrid to issue a response. Such an increase would impact on the Applicant's ability to deliver the Scheme in a timely fashion.</li> <li>3. The Scheme is a Nationally Significant Infrastructure Project. It cannot be made subject to delays due to Northern Powergrid's internal operations. No case has been offered as to why Northern Powergrid should be afforded double the time period provided to other statutory undertakers.</li> <li>4. The final sentence of this paragraph refers to Without Prejudice discussions between the Applicant's and Northern Powergrid's legal teams. These discussions were also marked as being subject to instruction from the Applicant. As such, these comments should be disregarded. For the avoidance of doubt, the Applicant's position is that the time limits in the draft protective provisions are appropriate and precedented.</li> </ol>
2.2	<p>Land required for replacement apparatus – The current protective provisions require Highways England to allow NPG use of land which they own (whether acquired pursuant to the DCO or other land outside of the order limits) for the relocation of their apparatus. However, on previous Highways England schemes, NPG has experienced extreme difficulty in gaining third party consent for relocating their apparatus such as overhead terminal poles, stay wires and connecting underground cables. This has been a direct result of Highways England only acquiring land for their own works and not factoring in land required for the relocation of utilities. As a result, it has fallen on NPG to use their statutory powers to acquire rights at a later date and often this is from already disgruntled landowners who have had land taken for the scheme. A direct result of this has been delays in acquiring rights which in turn affects Highway England's ability to deliver the scheme. A requirement for Highway England to use reasonable endeavours to acquire land/interest required for the diversions at the outset of the development, is not unreasonable and is also in Highway England's interests if it prevents delays with the scheme. This requirement should extend to acquiring any such land/interests within the order limits as well as negotiating with third parties outside of the limits, if necessary. The relocation of apparatus</p>	<ol style="list-style-type: none"> <li>1. Paragraph 7(3) of the protective provisions is conditional on "<i>alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed</i>". The remainder of Paragraph 7 serves to ensure appropriate interests and rights are granted, as well as for agreement in respect of those interests and rights.</li> <li>2. Where alternative apparatus will not be located within the undertaker's land, the undertaker cannot be expected to acquire land/rights. This is the responsibility of the utility undertaker, through the exercise of their compulsory purchase powers if necessary. Expenses in such a scenario are then addressed under paragraph 10 and 11.</li> </ol>

Ref. No.	Response:	Applicant's Response:
	<p>is directly tied to the DCO works and therefore it is for Highways England to acquire all necessary land/interests required for the scheme and to factor in this land take as part and parcel of their development. The use of NPG's statutory powers should only be an absolute last resort, due to unexpected alterations to the scheme rather than being a standard expectation.</p>	
2.3	<p>Age of Apparatus – The vast majority of Northern Powergrids' network is made up of apparatus which is older than 7 years and 6 months. When providing replacement apparatus, it is not possible to re-use old apparatus and therefore in virtually all cases new apparatus will need to be installed. This should be on a like for like basis or where that is not possible, the closest possible most suitable alternative should be used (where there's a dispute, this can be determined by arbitration). However, the cost of this replacement should be borne by HE as the replacement apparatus is only required as a direct result of the DCO. NPG should not be out of pocket as a result of the relocation works. NPG understand that if NPG seek betterment as part of the replacement, for example, if NPG seek to increase the capacity or specification of the apparatus rather than merely seeking replacement apparatus with like for like or the most suitable, then NPG would have to contribute to the costs to cover that element of betterment but not where it is like for like or the closest alternative required as a direct result of the DCO and the scheme promoted by HE. In this regard, the age of the equipment should not be factor in determining betterment as the need for replacement apparatus will have only arisen due to HE's scheme</p>	<ol style="list-style-type: none"> <li>1. Northern Powergrid have requested that they should not be "out of pocket" as a result of the provisions under paragraph 10 of the protective provisions. The particular area of concern would appear to be in relation to paragraph 10(5) of the protective provisions, which provides:</li> <li>2. "An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit."</li> <li>3. Contrary to their assertion, this does result in Northern Powergrid being "out of pocket". Paragraph 10(5) does not exclude the cost of apparatus which has been in place for over 7 years and 6 months. Rather, it reduce the amount payable by the extent to which the substituted apparatus confers a financial benefit (if any). Such a benefit accrues due to the new apparatus having a greater lifespan than the replaced apparatus, thus reducing future costs of repair and replacement. These provisions are not novel, and are preceded in both the DCOs referred to above and in the regime under the New Roads and Street Works Act 1991.</li> </ol>
3	<p>The form of protective provisions attached and requested by NPG are essential to protect NPS's vital operations and infrastructure. We are aware that the promotor has referred to examples of other HE schemes with alternative wording for protective provisions. However, this in itself is of little weight as NPG's experience in practice at the construction stage is that they provide inadequate safeguards. As noted above, the form of protective provisions required for this NSIP is based upon practical learning points from other NSIP's under construction by HE which cause an impact on NPG infrastructure.</p>	<ol style="list-style-type: none"> <li>1. The references made in this response to the previous DCOs for which Northern Powergrid has acquiesced to the draft protective provisions are of relevance in demonstrating that the provisions were until recently acceptable to Northern Powergrid. Further, given the draft DCO is a statutory instrument, they are relevant in establishing a precedent for good drafting practice.</li> </ol>
4	<p>NPG have been engaging on the above points with Highways England and are keen to continue working with Highways England in a collaborative manner in order to seek to resolve these issues as soon as possible. Should agreement be reached then we will notify the Examining Authority and the Secretary of State.</p>	<ol style="list-style-type: none"> <li>1. The Applicant's legal team will continue to engage with Northern Powergrid's legal team to discuss the options to address Northern Powergrid's concerns outwith the examination process.</li> </ol>
5	<p>To this effect, we would request that NPG be granted additional time to continue to seek to engage with Highways England and to reach agreement on these fundamental points. We are conscious though that the examination is due to close and consequently we request that these representations are fully taken into account and that the requested form of protective provisions are included within any final DCO that may be granted.</p>	<ol style="list-style-type: none"> <li>1. While the Applicant will continue to engage with Northern Powergrid outwith the examination process, the Applicant opposes any request for "additional time". The examination of an application for a DCO is a statutory process with set timescales. Northern Powergrid have been afforded sufficient opportunity to make written and oral submissions to the examination during the statutory timescales, and were alerted to the draft protective provisions some 2 ½ months prior to the commencement of the examination. It is not reasonable to lodge these provisions on the last deadline of the examination, leaving the Applicant with insufficient opportunity to respond.</li> </ol>



**Table 1-9 – Northern Powergrid - Appendix A**

Paragraph	Original Drafting	NPG Proposal	Applicant's Response
6	Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.	<p>(1) Regardless of any provision in this Order or anything shown on the land plans, or contained in the book of reference, the undertaker shall not acquire any apparatus land or override any easement or other interest of the utility undertaker or acquire any land or other interest of the utility undertaker or create any new rights over the same otherwise than by agreement of the relevant the utility undertaker such agreement not to be unreasonably withheld or delayed (having regard to the utility undertaker's existing and future requirements for such land or interests).</p> <p>(2) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker shall not interfere with any communications cables or equipment used by the utility undertaker in relation to its apparatus or acquire or interfere with any rights or interests supporting the use, maintenance or renewal of such equipment otherwise than by agreement of the relevant utility undertaker (such agreement not to be unreasonably withheld or delayed)</p>	<ol style="list-style-type: none"> <li>1. This text does not appear in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 or the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG. The provision as originally drafted reflects the wording in the previous DCOs, and the Applicant is not aware of any unique circumstances which justify its inclusion here. For all of the proposed amendments, it is for NPG to explain why there has been a material change in circumstances since the DCOs referred to above were made and acquiesced to by NPG (most recently in May 2020).</li> <li>2. The acquisition of NPG land is limited to temporary possession of plot 4-3a. Temporary possession is required for the construction of a footway in the adjacent field to connect Fenrother with the new footway on the overbridge of Fenrother Junction. Protection in respect of work in the vicinity of retained apparatus is provided by paragraph 9. This provides for a utility undertaker to make reasonable requirements as to alteration, protection or access.</li> <li>3. Taking the remaining new points in turn:             <ul style="list-style-type: none"> <li>• The book of reference mirrors the land plans, so the additional reference is unnecessary.</li> <li>• The protection extends to the acquisition of apparatus only. This reflects the position in the above DCOs.</li> <li>• Rights in relation to removed apparatus are dealt with under paragraph 7 and the concept of "rights" is included in the definition of "land" in the Interpretation Act so is otiose in this context.</li> <li>• "apparatus" is defined as "electric lines or electrical plant (as defined in the Electricity Act 1989)" The definitions under s64 EA 1989 include "plant, equipment, apparatus or appliance used for, or for purposes connected with, the generation, transmission [, distribution] or supply of electricity". As such, the reference under (2) to equipment used in relation to apparatus is unnecessary. This includes any requested reference to communication cables for maintenance, which are incorporated by s64 EA 1989 - "for purposes in connection with" encompasses maintenance.</li> </ul> </li> </ol>
7(2)	...the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement...	...the undertaker must give to the utility undertaker in question 56 days' advance written notice of that requirement...	<ol style="list-style-type: none"> <li>1. The time limits set out in the draft protective provisions before the examination are preceded in the DCOs referred to above. With the exception of National Grid Gas (which is a national body providing strategic gas infrastructure), they reflect the standard time periods offered to all statutory undertakers in draft protective provisions on the Applicant's DCO schemes. It should be noted that the agreed position with National Grid Gas has been reached in the context of a side agreement, which governs the relationship between the parties. No such agreement has been requested by Northern Powergrid.</li> <li>2. The proposed time limits represent a two-fold increase in the time required for Northern Powergrid to issue a response. Such an increase would impact on the Applicant's ability to deliver the Scheme in a timely fashion.</li> </ol>

Paragraph	Original Drafting	NPG Proposal	Applicant's Response
			<p>3. The Scheme is a Nationally Significant Infrastructure Project. It cannot be made subject to delays due to Northern Powergrid's internal operations. No case has been offered as to why Northern Powergrid should be afforded double the time period provided to other statutory undertakers.</p>
7(3)	<p>If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed the utility undertaker must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.</p>	<p>If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed:</p> <p>(i) the undertaker shall in the first instance use all reasonable endeavors to acquire all necessary land interests or rights as the utility undertaker may reasonably require for the relocation and construction of alternative apparatus and shall procure all necessary rights to access and maintain the utility undertakers apparatus and alternative apparatus thereafter the terms of such access and maintenance to be agreed by the utility undertaker (acting reasonably); and</p> <p>(ii) in the event the undertaker is not able to procure the necessary land interests or rights referred to in sub-paragraph 3(i) the utility undertaker must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavors to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for the utility undertaker to use its compulsory purchase powers to this end unless it elects to do so.</p>	<ol style="list-style-type: none"> <li>1. The new text does not appear in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 or the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG. The provision as originally drafted reflects the wording in the previous DCOs, and the Applicant is not aware of any unique circumstances which justify its inclusion here.</li> <li>2. The obligation on the undertaker to seek land interests and rights (where the alternative apparatus is within the undertaker's land) is already provided for in sub-paragraph 2. Sub-paragraph 4 provides for agreement in respect of the alternative apparatus, while sub-paragraph 2 requires the grant of necessary maintenance rights and paragraph 8 provides for the agreement of those rights.</li> <li>3. Where the alternative apparatus isn't within the undertaker's land, the undertaker cannot be expected to acquire land/rights. This is the responsibility of the utility undertaker, through the exercise of compulsory purchase powers if necessary. Expenses in such a scenario are then addressed under paragraph 10 and 11.</li> <li>4. Subparagraph 2 refers to "land of the undertaker". As such, it is implicit that the land in question would have been acquired, or already be within the Applicant's ownership. If provision can't be made within the Applicant's land, subparagraph 3 applies.</li> </ol>
7(6)	<p>Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the</p>	<p>(6) Regardless of anything in sub-paragraph (5), if the undertaker gives 42 day's advance notice in writing to the utility undertaker in question that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker subject to the undertaker providing the utility undertaker with plan of works with the advance notice.</p> <p>(7) The undertaker shall not commence the construction or removal of any apparatus to which sub- paragraph (6)</p>	<ol style="list-style-type: none"> <li>1. The amended text does not appear in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 or the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG. The Applicant is not aware of any unique circumstances which justify its inclusion here.</li> <li>2. The Applicant's position in relation to the notice period is detailed above.</li> <li>3. Sub-paragraph (6) does not disapply sub-paragraph (2), so a plan would still need to be submitted if sub-paragraph (6) were to be exercised. As such, the additional text at the end of sub-paragraph (6) is otiose.</li> <li>4. Sub-paragraph (6) already provides for the supervision and reasonable satisfaction of the utility undertaker. Paragraph 9 also applies, in relation to construction in the vicinity of existing apparatus. The construction of the Scheme, which is a nationally significant infrastructure project, cannot be subject to delay at NPG's request. This is the effect of Northern Powergrid's proposed sub-paragraph (7).</li> </ol>

Paragraph	Original Drafting	NPG Proposal	Applicant's Response
	superintendence, if given, and to the reasonable satisfaction of the utility undertaker.	applies until the utility undertaker has given written approval of the plans so submitted (a) the utility undertaker has given written approval of the plans so submitted.	
9(1)	Not less than 28 days before starting the execution of any works....	Not less than 56 days before starting the execution of any works....	1. The Applicant's position in relation to the notice period is detailed above.
9(3)	...must be made within a period of 21 days...	...must be made within a period of 49 days...	1. The Applicant's position in relation to the notice period is detailed above.
9(5)	...but in no case less than 28 days before commencing the execution of any works...	...but in no case less than 35 days before commencing the execution of any works...	1. The Applicant's position in relation to the notice period is detailed above.
10(1)	Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2).	Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker within 30 days of receipt of a demand all reasonable and proper charges costs and expenses reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may reasonably and properly be required in consequence of the execution of any such works as are authorised by this Order including without limitation: (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that the utility undertaker elects to use compulsory purchase powers to acquire any necessary rights under paragraph 7(3) all costs incurred as a result of such action; (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus; (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus; (d) the approval of plans; (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or	1. This text does not appear in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 or the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG. The Applicant is not aware of any unique circumstances which justify its inclusion here. 2. The inclusion of a list of example items is unnecessary and unprecedented, given the wording of the provision as originally drafted.



Paragraph	Original Drafting	NPG Proposal	Applicant's Response
		removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Schedule.	
10(3)	...the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.	...the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs shall be borne by the undertaker .	<ol style="list-style-type: none"> <li>1. This text does not appear in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 or the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG. The Applicant is not aware of any unique circumstances which justify its inclusion here.</li> <li>2. Sub-paragraph (3) deals with replacement apparatus, so the existing situation would become apparent as part of the replacement exercise. If the depth, or the possibility of replacement at depth, were in dispute this would fall to arbitration in accordance with the provisions of this sub-paragraph. This would then determine the position as to any reduction.</li> <li>3. As a result, the amendment to subparagraph (3) is otiose. The provision is already conditional on the additional work not being agreed or not being determined through arbitration to be necessary. If it were determined through arbitration that the work was necessary, the provision as to reduction in payment wouldn't apply even if there was betterment in terms of the apparatus or situation of it.</li> </ol>
10(5)	An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.	Deleted	<ol style="list-style-type: none"> <li>1. The deleted text was consistent with the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 and the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG. The Applicant is not aware of any unique circumstances which justify its exclusion here.</li> <li>2. Sub-paragraph (5) ensures that any reduction reflects the betterment achieved. In the case of old apparatus being replaced with new apparatus, a benefit is obtained due to the extended life of the apparatus. It is this benefit which is captured by sub-paragraph (5).</li> </ol>
11(1)	Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not	Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to this Order, or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker or an utility undertaker under this Schedule or by reason of any subsidence resulting from such development or works,	<ol style="list-style-type: none"> <li>1. The text as originally drafted reflects the position in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 and the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG. The Applicant is not aware of any unique circumstances which justify its inclusion here.</li> <li>2. Paragraph 7(2) refers to "works in, on or under any land purchased, held, appropriated or used under this Order". This is sufficiently broad to encompass the specific examples listed here.</li> </ol>

Paragraph	Original Drafting	NPG Proposal	Applicant's Response
	reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker...	any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker...	
11(1)	...or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—	...or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, or the utility undertaker becomes liable to pay any amount to a third party, the undertaker must—	<ol style="list-style-type: none"> <li>1. This text does not appear in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 or the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG. The Applicant is not aware of any unique circumstances which justify its inclusion here.</li> <li>2. The additional drafting proposed is provided for by the text at paragraph 11(1)(b) of the protective provisions as originally drafted. "Any other expenses, loss, damages, penalty or costs" is sufficiently clear.</li> </ol>
11(1)(b)	(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the undertaker,	(b) indemnify that utility undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the utility undertaker, by reason or in consequence of any such damage or interruption or the utility undertaker becoming liable to any third party	<ol style="list-style-type: none"> <li>1. The Applicant's original provision for reasonable compensation reflects the position in the A63 Castle Street Improvement-Hull DCO 2020, the A19/A1058 Coast Road Junction Improvement DCO 2016 and the A160 - A180 Port of Immingham Improvement DCO 2015, all of which involved NPG.</li> <li>2. Highways England is an arm's length body of the Secretary of State for Transport. It is backed by the Treasury, and would not provide an unlimited indemnity as proposed here.</li> </ol>

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