

A12 CHELMSFORD TO A120 WIDENING SCHEME DCO

PARKER STRATEGIC LAND AND HENRY SIGGERS

WRITTEN SUBMISSIONS OF ORAL REPRESENTATIONS AT ISH3 AND CAH2

1. INTRODUCTION

- 1.1. This summary is provided on behalf of Henry Siggers (“Mr Siggers”) and Parker Strategic Land Limited (“Parker”). It relates to the proposed A12 Chelmsford to A120 widening scheme (the “Scheme”) being promoted by National Highways (“NH”) by way of an application for a Development Consent Order (the “Order”).
- 1.2. We refer to our Written Representations which outline our clients’ interests in the Order land and their serious concerns with the Scheme and our written comments submitted at Deadline for [REP4-095]. The central theme of our submissions to date is that the Applicant has failed to make a sound case for compulsorily acquiring our client’s land for use as borrow pit I either permanently or at all.
- 1.3. The Applicant has had a number of opportunities to make good this case and relevant documents to date include:
 - 1.3.1. The Borrow Pit Report [APP-278]
 - 1.3.2. The Borrow Pit Supplementary Technical Note Rev 1 [REP1-011]; and
 - 1.3.3. Borrow Pits Costs Information [REP3-023].
- 1.4. The ExA rightly noted that the Applicant’s case on the need for borrow pits and the extent of such required further elucidation and this featured as Agenda Item 6 at ISH3.
- 1.5. Our case is that the Applicant has still failed to make a sufficiently clear or compelling case to justify the compulsory acquisition of this land.

2. SUMMARY OF ORAL CASE AT ISH3

- 2.1. Compulsory acquisition of land should be demonstrably a measure of last resort. Having reviewed all information to date, the Applicant has not made out this case in relation to the borrow pit sites and Site I in particular.
- 2.2. The sums do not demonstrate that there is any need to acquire this land. The stated need for materials is 600,000m³ (without needing to backfill Coleman Farm Quarry) [REP1-011 para 4.1.1]. However, the Applicant proposes to acquire sufficient land to generate some 900,000m³ across four borrow pits, with an additional 300,000 available in borrow pit J

[APP-278 para 6.4.14] leading to a total of 1,200,000m³ – double the stated need for materials [APP-278 paras 6.1.12, 6.2.11, 6.3.13 and 6.4.14]¹.

- 2.3. Considering the figures proposed within the Applicant's submitted written materials to date, Borrow Pit J alone is capable of meeting the entire need for the development.
- 2.4. Even with an allowance for a contingency to be supplied by borrow pits, compulsory acquisition of all four sites far outstrips a reasonable supply and demonstrates an absence of need to acquire all relevant land within the order.
- 2.5. The Applicant's approach also assumes all need would be met from borrow pits alone, however, this principle is not supported by robust need evidence either. Our previous written representations have already highlighted the Applicant's own willingness to secure 650,000m³ from the open market as part of the planned approach to backfilling the quarry, also confirmed by the Applicant's comments to ExQ2 [9.41, REP4-055 p.31]. This establishes the principle that materials can reasonably be sourced from outside the order limits. Whilst the Applicant does not prefer this as an option, it is still *an* option which could equally provide for a contingency should the Applicant require one over and above those materials to be won from Pit J.
- 2.6. The Applicant's alternatives assessments [REP1-011] and the Borrow Pit costs Report [REP3-023] both take an "all or nothing" approach to assessing supply of materials and do not consider a balance to be struck between on-site pits – acquired compulsorily- and open market supply. A balanced approach has the potential to provide the Applicant with certainty and lower costs whilst minimising compulsory land take to that which is demonstrably necessary and proportionate.
- 2.7. In so far as cost is a good reason alone for preferring borrow pits, the submitted information does not justify this approach at all. The Costs Report [REP3-023] falls far short of clear evidence to demonstrate that external suppliers would be prohibitively expensive as in that document, *all* costs from external suppliers are redacted, rendering the report all but meaningless. As all external cost lines are redacted there is simply no information on how much this would cost and so no meaningful comparison can be drawn between open market costs and on-site costs, nor can IPs interrogate the accuracy of cost assumptions made.
- 2.8. The Applicant asserts that the report provides "the gist", however, it demonstrably does not. The "gist" should allow the reader to establish that one option is more or less costly than another. By redacting all figures from the open market options the reader has no information at all on this as an option so no comparison can be made. Whether the Applicant is required to publish this information for the purposes of EIR or FOI regulations is not the only angle to

¹ Reference in the ISH3 to paragraph 5.4.4 of APP-278 should be replaced with the references in this paragraph.

consider this. The Applicant seeks to persuade the ExA that the costs of open market supply are so high that it can justify instead interference with property rights by compulsory acquisition. However, unless costs for open market supplies are actually provided, it simply cannot evidence this argument, leading inexorably to the conclusion that the Applicant has not established its case for compulsory acquisition.

2.9. The Applicant's approach to alternatives focuses upon whether the approach is sound in environmental terms i.e. it is approached this issue from an EIA perspective. This is fine in so far as it goes but this approach falls short of demonstrating that all of the land is truly required so that compulsory acquisition can be justified. To the contrary, the Applicant appears to have approached the acquisition of land for borrow pits as a first choice rather than as a last resort.

2.10. Nor has permanent acquisition been justified. Temporary rights would secure access to the necessary minerals, after which the land is not required for the operational phase of the scheme. The Applicant has persistently stated that it would be open to temporary acquisition but no amendment to the draft DCO has been proposed and no meaningful engagement has been made towards reaching a private agreement on this point.

3. SUMMARY OF ORAL CASE AT CAH2

3.1. Mr Siggers and Parker continue to strongly object to the proposed compulsory acquisition of their land for use as borrow pit I either permanently or at all.

3.2. The reasons for our objection have been previously set out in our client's written representations and oral submissions at CAH1 and ISH3. We refer you to those submissions here.

3.3. However, we would also make the following points:

3.3.1. Little consideration has been given to the fact that the proposed Scheme will sterilise our client's site; which is valuable farm land with development potential. We refer to our Relevant Representations submitted on 4 November 2022 which highlighted the in principle support for employment development in this area in the Braintree Section 1 Local Plan and the Braintree Section 2 Local Plan. Regard must be had to this development potential and a balanced approach between on-site pits and open market supply.

3.3.2. The Applicant has stated at CAH2 that they propose to temporarily acquire the borrow pits through agreement with the landowners. The Applicant also confirmed that it does not need borrow pit I for essential scheme mitigation and therefore permanent acquisition is not necessary. Accordingly, there is no basis for including permanent acquisition powers for borrow pit I in the draft DCO.

3.3.3. If the site is acquired temporarily, then its development potential must also be taken into consideration as part of any restoration scheme. As a minimum, the land must be reinstated to a level which is above the water table and in engineered levels that could be built on in the future. No meaningful engagement has been made towards reaching a private agreement on any temporary acquisition and restoration plan.

3.4. In summary, the Applicant has had ample opportunities to make good the case for compulsory acquisition of the site for borrow pit 1 yet it still fails to do so. There is no justification for the compulsory acquisition of this land. In any event, the Applicant's engagement with our clients towards reaching a private agreement has been lacking.