

Representations on the A66 Northern Trans-Pennine Project

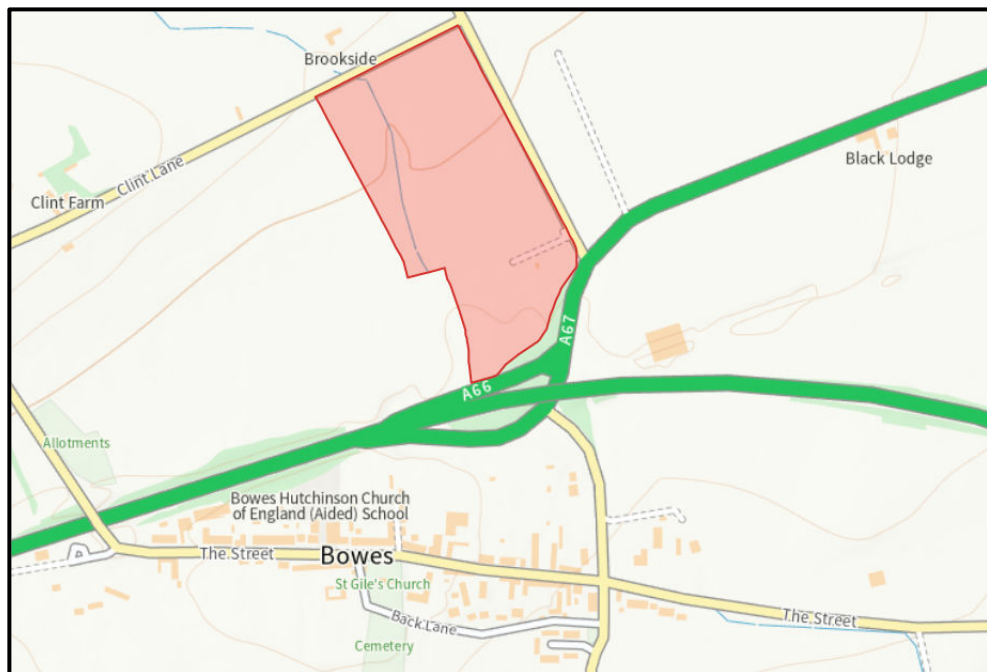
Submitted on Behalf of Mr A Hobson

18th December 2022

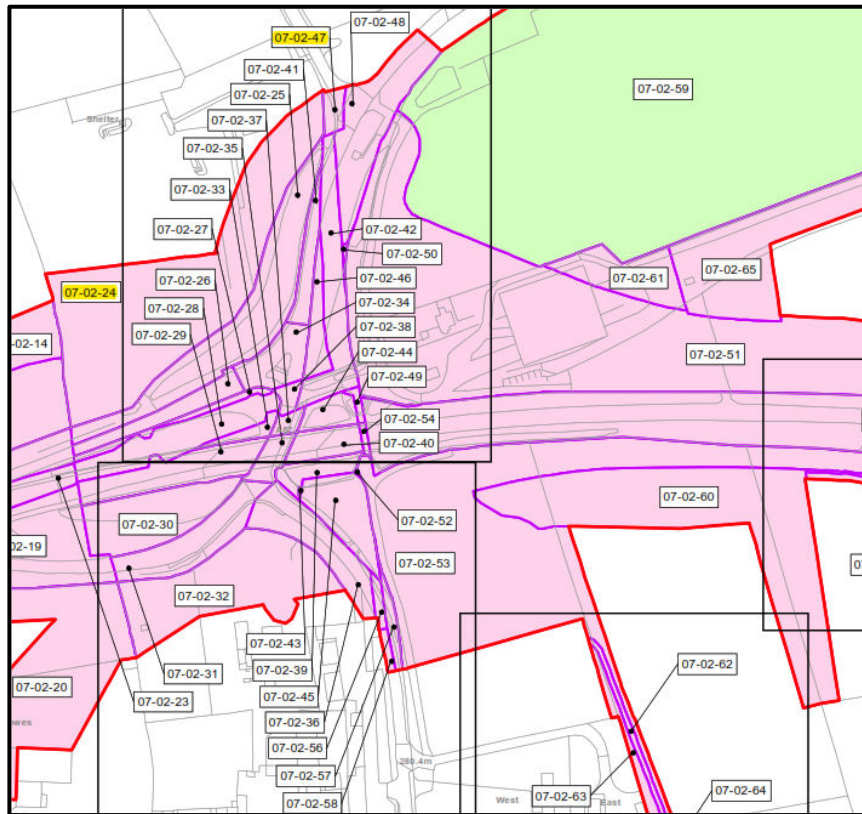
1. Introduction

1.1 We are instructed to submit these representations on behalf of Mr A Hobson [REDACTED]

1.2 Mr Hobson own and occupies The Old Armoury Caravan Park a popular site with 16 pitches for motorhomes, touring caravans and camping located a short distance to the north of the village of Bowes as shown edged red below:



1.3 The Applicant proposes to acquire permanent rights over the following plots 07-02-24, and 07-02-47 as indicated on the plan extract below:



2. Representations

2.1 Adequacy of Consultations and Information provided by the Applicant

2.1.1 The Applicant has failed to provide sufficient information in respect of their proposals despite repeated requests. This failure has prejudiced Mr Hobson and undermines not only consultations carried out to date, but also the application itself.

2.1.2 We note that the failure to consult in a timely and accurate fashion, or provide sufficient information has also been raised by many other Parties including Local Authorities¹.

¹ TR010062-000598-Eden District Council AoC Response

2.1.3 The Applicant has repeatedly failed to deliver position statements agreed between the parties as necessary in respect of their proposed acquisition of Land and Rights.

2.1.4 In particular, we have requested, and the Applicant has failed to provide sufficient information in respect of:

- i) The extent and location of land and rights required
- ii) Accommodation Works
- iii) Protection of existing services
- iv) How access and services to the retained land will be maintained during and after the construction period
- v) Drainage
- vi) Impact on retained land
- vii) The rationale for the design of the junction with the A67

2.1.5 In circumstances where the Applicant proposes to use compulsory purchase powers in a manner that will have a permanent and substantial impact on Mr Hobson's business it is the duty of the Applicant to engage and provide adequate detail and rationale not only to Mr Hobson but also the Inspectorate. We submit that they have failed in this duty and for this reason alone, the application should not be allowed to proceed.

2.1.6 We set out below further representations in respect of the proposed scheme as far as we are able to with the limited information provided to date; but must reserve the right to add to or amend

these representations if or when further detail is provided by the Applicant.

2.2 The Extent of Negotiations to Date

2.2.1 Whilst the inadequacy of information provided as referred to above does make any assessment of Mr Hobson's heads of claim extremely difficult, the Applicant is duty bound to engage with Mr Hobson and negotiate in respect of their proposed acquisition.

2.2.2 To date, no meaningful negotiation has been carried out in failure of this duty. As with the failure to provide adequate information, this unfairly prejudices Mr Hobson and we would therefore suggest that this application should be dismissed.

2.3 Continuation of the business

2.3.1 The current proposals will have a detrimental impact on Mr Hobson's business given the area that The Applicant wants to acquire 2/3 of Mr Hobson's business. This means that Mr Hobson's business will simply not be able to operate given the campsite will be surrounded by impacts of the scheme.

2.3.2 Mr Hobson has tried to engage with the Applicant to mitigate his losses with pursuing a planning application to move the campsite further West.

2.3.3 Mr Hobson was assured by the Applicant that they would cover the cost to pursue a planning permission to re-locate the pitches that would be lost from the land take to the scheme.

2.3.4 Mr Hobson achieved a positive pre-application and then when we engaged with the Applicant on the full planning permission, they did not provide assurance that they would cover the cost to achieve this.

2.3.5 This means that Mr Hobson's business is at risk of being unable to operate during the construction period meaning not only would his business be closed for the duration of construction but also due to the length of the construction period it is likely that his regular customers will find another site threatening the overall viability of the business.

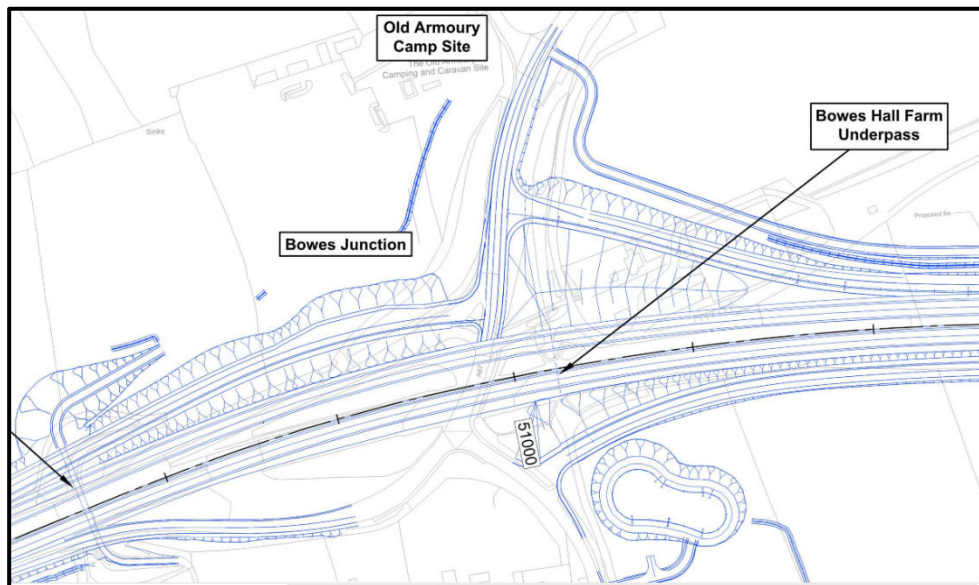
2.3.6 Mr Hobson's losses could be mitigated as we suggest above if the Applicant agrees to engage with contributing to Mr Hobson's planning costs and relocation costs, since this relocation is required due to the scheme.

2.4 Pre construction works

2.4.1 Mr Hobson has also requested pre construction work to protect his business during the construction period. This would consist of constructing a bund between the A66 and Mr Hobson's campsite and planting the bund to provide the screening in good time to allow proper screening before the works on the road commences to mitigate against some of the sound of the construction works but also the increase noise from the dualling.

2.5 Junction Proposal

2.5.1 The Applicant has failed to demonstrate that the new junction with the A67 will be sufficiently safe when considering motorhomes or cars & caravans travelling to and from the site. We are concerned that it constitutes a complicated and confusing layout for travellers unfamiliar with the area. For ease of reference a plan extract showing the proposed junction is included below:



2.6 Justification for the permanent acquisition of land or rights over land, and temporary land occupation; and the extent of those needs

2.6.1 We remain unclear that the Applicant does in fact require all of the permanent and temporary rights that they seek. The lack of detail or explanation from the Applicant has made it impossible to properly assess the extent of their need for the areas in question or efficiency of design.

2.6.2 The currently proposed route places a considerable burden on Mr Hobson and will have a drastic effect on his business which is predicated on providing a quiet and peaceful environment for visitors. Mr Hobson has raised the idea of partially relocating the site in order to minimise any adverse impact on his business; but to date the Applicant has not taken any steps to explore this further or obtain the necessary planning permissions.

2.6.3 Due to the lack of substantive engagement from the Applicant, we are unclear whether they appreciate the impact of the scheme with or without partial relocation and/or have allowed for the financial consequences of this within their budgeting for compensation.

2.6.4 The compulsory acquisition of land and rights must not be taken lightly, and the burden falls on the Applicant to prove that it is entirely necessary to acquire the rights that they seek. If they fail to do so, as we suggest that they have here, there is no equitable way that the Application can proceed.

2.7 The Suitability of Proposed Locations for Site Compounds

2.7.1 The Applicant does not appear to have taken into account the impact on retained businesses of their proposed compound locations and it is submitted that there are more suitable locations that could be identified within the locality.

2.7.2 The presence of site compounds is particularly incongruous with a holiday destination and we would urge the Applicant to engage in

reasonable consultation with the relevant Land Owners and reconsider these locations (along with the route itself) in order to minimise not only the impact on owners and occupiers, but also the cost of the scheme.

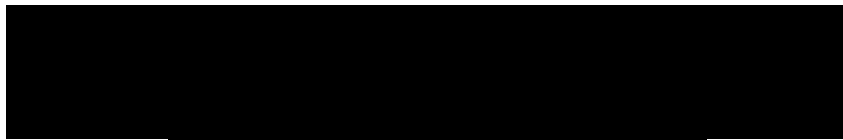
2.8 Demonstration of the Availability of Necessary Funding

- 2.8.1 As we set out above, we do not consider that the Applicant is promoting the most appropriate design for the Scheme, and nor have they considered the substantial compensation that would be due as a consequence of this design. On this basis it must be considered that they cannot demonstrate that there is sufficient funding available to carry out the proposed scheme.
- 2.8.2 We submit that it would be inequitable to allow the application to proceed and by its existence continue to adversely affect the local community and Mr Hobson when it is not clear that the scheme will be viable.
- 2.8.3 Furthermore, we have identified a number of instances where it can be shown that the Applicant will unnecessarily incur additional costs and/or compensation burdens. The application must therefore be revised in order to avoid this and ensure that the Applicant does not fail in their fiduciary duty to ensure best value from public funds.

3. Conclusion

3.1 In conclusion, the Applicant has failed to provide adequate information in respect of the proposed scheme, and their chosen design is unsuitable for a number of reasons. In addition, there has been a failure to properly consider the location of the site compounds which have not been sited with adequate care.

3.2 The Applicant has also failed to show that they have adequate funds available to implement the scheme, and has not attempted to negotiate in respect of the proposed acquisition.



18th December 2022