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25 March 2019

Our Refs: NGR-AFP032 and NGR-AFP033

The Planning Inspectorate
National Infrastructure Planning

For the attention of: Ms. Kate Mignano (sent by e-mail)

**RE: Northampton Gateway Rail Freight Interchange, Deadline 6 Submission
Compulsory Acquisition Hearing, 13 March 2019, Agenda Item 3b), post-hearing written
submission of oral cases
Document 8.14, Hyde Farm House – Minor Scheme Amendment, Dated 8 January 2019
Planning Inspectorate Reference Number: TR050006-001045**

Dear Ms. Mignano,

Please accept this as our Deadline 6 written submission. As discussed, we had a meeting planned with the Applicant on the 22 March and the purpose of delaying this submission was to record any changes in circumstances following this meeting.

(Please note that two of the Applicants representatives were not available at the meeting on the 22 March. We met with one representative from the Applicant. The meeting did not change any circumstances, though we understand that a further meeting is to be scheduled at our property with the two representatives that were unavailable, such that the impacts can be better assessed and understood).

The Compulsory Acquisition Hearing was attended by Mr. D. Nola (Landowner with Mrs. S.E. Nola) and Mr. J. Broadbent of Thompson Broadbent who was acting as the Agent for Mr. & Mrs. Nola.

Agenda item 3b) was in regards of "Document 8.14, Hyde Farm House – Minor Scheme Amendment, Dated 8 January 2019" and our response dated 13 February 2019, (Deadline 4 Submission). Please note that this was first time that the Applicant and ourselves or Mr. Broadbent have had any discussions or communication in respect of the design amendment.

The Compulsory Acquisition Hearing provided us with an opportunity to challenge the Applicant on statements made in Document 8.14 and to provide the opportunity for us to re-iterate our position as stated in our Deadline 4 Submission, the key points of which are:

1. **"Accordingly, the objective of the proposed change is to address concerns raised by the landowner rather than to address any environmental impacts"**. At the hearing I stated that this statement is untrue, as there had not been and discussions or correspondence with the Applicant in which we requested any amendments to the design of the bund adjacent to our property. The first time that we, or our Agent Mr. Broadbent, had any knowledge of the design amendment was when Document 8.14 was published.

2. **“The impact of the proposed development on Hyde Farm House will be reduced, resulting in a minor benefit over the original proposal”**. At the hearing I stated that this statement is untrue, as the design change resulted in the height of the bund being reduced from its full height to ground level over an approximate length of 50 metres. By reducing the volume of the bund in this manner, which is significant, the functionality of the bund is reduced. The functionality of the bund is to minimise the impacts of the by-pass, (noise, vibration and visual impacts) and therefore the design change, if approved, will have a negative impact on our property.

The Applicant responded by stating that their environmental advisors had stated that there was no change in impact on our property resultant in the reduction in volume to the bund. I responded by stating, again, that this cannot be a true statement.

3. I asked the Applicant to explain what the motivation for the design change was? The response provided was, “to have less compulsory acquisition, as reducing the need for compulsory acquisition was considered by the Applicant to be a good thing”.

This response contradicts their previous arguments made in paragraphs 1 and 2 above.

In summary, we are disappointed that the Applicant did not take the opportunity to retract their statements that, in our view, are clearly untrue. It is our view that the design change is financially motivated.

From our perspective, we wish to protect our home, which has historic value, by ensuring the best possible mitigation measures are put in place and to ensure that our costs and losses which result as a consequence of the Applicant’s proposals are fully met, should they be successful.

A responsible developer has a moral obligation to ensure that any losses experienced by impacted individuals, as a consequence of their actions are suitably compensated in line with common practice for such developments. In discussions to date, including the meeting with Roxhill on the 22 March, we have no confidence that these basic requirements are being taken seriously by the Applicant.

Yours sincerely,

Mr D. Nola and Mrs S.E. Nola