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Compulsory Acquisition Hearing 1 (CAH1)

Summary of Points Made by Anthony Northcote (TOWN-PLANNING.CO.UK) on Behalf of Pamela Gladwin, Paul Mitchell and PM&G Ltd

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As seen from their response to the ExA first set of questions, it is only those questions that alerted Pamela Gladwin, Paul Mitchell and PM&G Ltd to their potential interest as a category 2 party.

As such we're rather late to the table in understanding this issue, and we have also been unsuccessful as of yet, in getting the actual copy of the agreement from the Land Registry. [Note - the applicant emailed the relevant agreement from the Land Registry records following the conclusion of the hearing]

On the land rights negotiation tracker, the applicant sets out that the agreement relates to the right of services, a water supply pipe. The same agreement relates to two land parcels at [REDACTED] one owned by Pamela Gladwin and Paul Mitchell, the other owned by their business PM&G Ltd.

In this part of Nottinghamshire land was at one time largely owned by large estates which has been sold off over time. [REDACTED] was bought in 1997, not by Mr. Mitchell and Mrs. Goodwin, but by previous purchasers. It was at that time in 1997 that a private agreement was entered into, that agreement then still applied to the property when Mr. Mitchell and Mrs. Goodwin bought it in 2005.

It is very common in this area, such as at Ossington that a number of properties, that were old farms actually rely on a water supply pipe that comes across farmland. The reason that this approach exists was because when these were part of the estates in the past, you could take your services the most direct route, usually from one place to another. No party has a plan to show where this water supply pipe runs.

It is a bit disappointing that there's been absolutely no discussion by the applicant with Mr. Mitchell and Mrs. Godwin or their business. It is inappropriate to show this matter as green on the land rights negotiation tracker.

This afternoon the applicant has said that solar PV panels are not compatible with services and facilities. That's the applicant's own words. So, on that basis, if that interferes with a water supply pipe, then the applicant is acknowledging that those two elements are inconsistent. It is imperative that we're able to ensure that Pamela Gladwin, Paul Mitchell and PM&G Ltd are protected from damage or interference to their water supply. Together with ability for maintenance and replacement as necessary.

This is an issue where we invite the applicant to have some direct discussions. Mrs. Gladwin and Mr. Mitchell are asking for elements of the scheme to be taken out for other reasons; but not for this issue.

However, the land rights that exist need to be adequately protected with some form of agreement, so that they're not overridden by the DCO.

There needs to be some protective provisions that the arrangement can still continue on the current basis. A side agreement, so then the appropriate article in the DCO doesn't kick in would be an appropriate mechanism.