

DEPARTMENT FOR TRANSPORT

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TRANSPORT AND WORKS ACT 1992

**TRANSPORT AND WORKS (APPLICATIONS AND OBJECTIONS PROCEDURE)
(ENGLAND AND WALES) RULES 2006**

**THE NETWORK RAIL (LONDON TO CORBY) (LAND ACQUISITION, LEVEL
CROSSINGS AND BRIDGE WORKS) ORDER**

**PROOF OF EVIDENCE
of
PHILIP GLYNN**

DOCUMENT REFERENCE: NR71

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The Network Rail (London to Corby)(Land Acquisition, Level Crossing and Bridge Works)Order
Proof of Evidence - Property

Glossary and List of Abbreviations

GTR- Govia Thameslink Railway

L2C project- London to Corby Electrification and Capacity Upgrade

Network Rail- Network Rail Infrastructure Limited

Order - Network Rail (London to Corby) (Land Acquisition, Level Crossing and Bridge Works) Order

TWAO- Transport & Works Act Order

1. INTRODUCTION

- 1.1 My name is Philip John Glynn. I am employed by Network Rail Infrastructure Limited ("Network Rail") as a Senior Surveyor (Projects) for the London North East and East Midlands Route, based in Network Rail's Manchester and York Offices. I have held the position of Senior Surveyor (Projects) since 2011, prior to which I was employed by Mouchel as Regional Manager (Highway Agency Valuation Services) based in their Manchester office.
- 1.2 I am a Fellow of the Royal Institution of Chartered Surveyors, qualifying in 1994.
- 1.3 Since 2011 I have been involved in land acquisitions on behalf of Network Rail, for rail schemes in the north west, north east and south east of England, schemes include the Northern Hub, North West Electrification, North Doncaster Chord, Buxton Freight Extension, Hope Valley, Werrington, Hitchin Chord I am currently involved with the Trans-Pennine Upgrade (Manchester to York).
- 1.4 I am instructed by Network Rail in respect of the (London to Corby) (Land Acquisition, Level Crossing and Bridge Works) Order (the "Order").

2. KNOWLEDGE OF THE SCHEME

- 2.1 I have not been actively involved in the land acquisition negotiations for the London to Corby (L2C) project but following the Order application I have become involved in the project and I am aware of the details of the proposed Order scheme from a study of the various plans and documents produced by Network Rail and its consultants, and from attending project meetings and in preparation of the Statement of Case (**NR13**).
- 2.2 I have looked in detail at the effect of the Order scheme both generally on the surrounding area, and those properties where land is proposed to be acquired.
- 2.3 I have also studied publicly available information on those affected properties.
- 2.4 Feedback from colleagues within the project team who have had meetings with the majority of the affected landowners has been made available to me.

3. SCOPE OF EVIDENCE

3.1 My evidence will address the property impacts of the Order scheme and will cover the following:

- Network Rail's approach to and justification for the acquisition of land;
- the effect of the proposed Order acquisition powers, and the effect of the Order scheme on land owners and occupiers; and
- a description of Network Rail's efforts to reach agreement with landowners and occupiers who have objected to the Order scheme.

4. STRUCTURE OF THIS PROOF OF EVIDENCE

- 4.1 I will begin my proof of evidence by outlining Network Rail's approach to land acquisition and summarise why the use of compulsory powers is considered necessary to implement the Order scheme. I will then outline the compulsory purchase powers being sought and summarise the effect on objecting landowners in more detail.
- 4.2 Following the submission of the application for the Order a number of objections and representations were made by affected parties. Following discussion with these parties, various agreements have been reached and objections withdrawn. I describe in my proof of evidence the property issues for the objections which remain in place at the time of drafting this evidence.

5. APPROACH TO LAND ACQUISITIONS

5.1 Justification for Compulsory Acquisitions

- 5.1.1 Network Rail has had due regard to paragraphs 12 to 15 of the Ministry of Housing Communities & Local Government (MHCLG) Guidance on Compulsory Purchase process and Crichel Down Rules for the disposal of surplus land acquired by, or under the threat of compulsion, in formulating its justification for seeking powers of compulsory acquisition in the Order **(NR1)** (Issue 8 in the Statement of Matters).
- 5.1.2 Network Rail considers it important to minimise the land required in the Order **(NR1)** and the engineering design and consultation processes have been undertaken to ensure the land identified for both compulsory acquisition is that which is required for the successful development of the Order scheme.
- 5.1.3 However, despite seeking to minimise the land required for the Order scheme, the nature of it requires that land and rights outside the control of Network Rail are required.
- 5.1.4 Network Rail is seeking powers of compulsory acquisition in order to be able to secure the land interests required for the Order scheme in a timely and efficient manner. These powers would guarantee that should the Order be made, all the land required for the Order scheme can be acquired in a realistic timescale and that no individual landowner can hold up the Order scheme through a refusal to sell or licence its interest. It would also ensure that no adverse interests prevent the Order scheme being delivered. In practice, it would be impossible to assemble all the necessary land interests in a reasonable timescale without the use of, or possible recourse to such compulsory powers.
- 5.1.5 Although compulsory purchase powers are required to facilitate the Order scheme, all affected parties who own, lease or occupy land have been contacted by Network Rail with a view to seeking a negotiated agreement for the acquisition, either on a temporary or permanent basis, of their land.
- 5.1.6 The Order scheme's property requirements have been minimised and dealt with by negotiation or design. The scale of the overall Scheme has led to negotiation for adjoining landowners of over 30 structures and with only a limited amount of land included within the Order. The requirements have also been further reduced since the Order application through negotiation.
- 5.1.7 The granting of compulsory acquisition powers in the Order would therefore provide certainty to owners, businesses, residents and others that Network Rail will be able to deliver the Scheme effectively.

5.2 Human Rights

- 5.2.1 Article 1 of the First Protocol to the European Convention on Human Rights states that:

“Every natural or legal person is entitled to peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by the law and by the general principles of international law.

The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties”.

- 5.2.2 Article 1 is a qualified right in that no one shall be deprived of his possessions “except in the public interest and subject to the conditions provided for by law”.
- 5.2.3 The compulsory acquisition of land for the railway purposes specified in the Order is authorised by, and subject to, the Transport and Works Act 1992 (the 1992 Act). By enacting the 1992 Act the Government has determined that, subject to procedural safeguards, it can be in the public interest that individuals be deprived of their land for railway purposes. The procedural safeguards are provided by the 1992 Act and the Transport and Works (Inquiries Procedure) Rules 2004 which enable objections to be raised to compulsory acquisition and considered by an independent inspector. In addition, where land is authorised to be compulsorily purchased by the making of an Order under the 1992 Act, compensation will be payable under the compensation code as applied by that Order. Where disputes as to the amount of compensation arise, these may be referred for independent consideration by the Lands Chamber of the Upper Tribunal.
- 5.2.4 The Order is being pursued in the public interest, as is required by Article 1 of the First Protocol where compulsory acquisition of property is concerned. The public benefits associated with the Order are set out in the Proof of Evidence of Mr Edward Akers (**NR70**). For these reasons, the railway purposes for which the Order powers are being sought are sufficient to justify interfering with the human rights of the landowners proposed to be affected. The Order, including the requirement to pay compensation, strikes a fair and proportionate balance between the private interests of the landowners and the public interest in securing the benefits of the Order scheme to the national railway network. Therefore, the interference with Convention rights is justified.

5.3 The Scope of Acquisition

- 5.3.1 The Order, if approved, will grant Network Rail the powers to permanently and temporarily acquire land, or rights over land needed to construct and operate the proposed Order scheme. Network Rail seeks compulsory purchase powers to

acquire no more land than appears to it to be reasonably required in order to construct and operate the proposed railway works in a safe, timely and economically efficient manner.

5.3.2 The extent of the land to be compulsorily purchased is determined by the design and construction requirements of the new rail works, together with ancillary works such as utility diversions and environmental mitigation

5.3.3 Land and property will be acquired or used for the Order scheme in a number of different instances, including:

- Temporary access over land;
- Temporary occupation of land and property;
- Temporary use of land contained within the Order limits for general maintenance works subject to provisions contained in Article 21 of the Order;
- Permanent acquisition of rights over land;
- Permanent acquisition of land and property; and
- Powers to oversail.

5.3.4 In all cases, land that is required on a temporary basis will be returned to the owner on completion of the Scheme, having been made good or, where otherwise appropriate, reinstated to a specification agreed with the owner or occupier.

5.3.5 Network Rail also seeks powers within the Order to acquire rights over land. In the case of certain plots, Network Rail has restricted its compulsory powers to acquire rights only for purposes which have been specified in Schedule 4 to the Order, i.e. rights of access for construction and maintenance, for the attachment of equipment to the railway viaduct and the diversion of utility apparatus.

6. COMPULSORY PURCHASE AND THE COMPENSATION CODE

6.1 The powers sought will enable Network Rail to enter onto and take possession of the land plots contained within the Order in order to carry out the works required to construct the Order scheme upon service of appropriate notices.

6.2 The powers would enable Network Rail to take possession without the landowner's consent if necessary, but every effort will be made to reach agreement in advance of using compulsory purchase powers in accordance with the Ministry of Housing and Communities of Local Government (MHCLG) Guidance on Compulsory Purchase Process and the Crichel Down Rules (Feb 2018) Circular.

6.3 The Order invokes Part 1 of the Compulsory Purchase Act 1965 which, through its application, has the effect of requiring Network Rail to pay compensation to qualifying parties under what is known as the statutory Compensation Code, which

as it now stands is an amalgamation of numerous Acts of Parliament and legal precedents that have evolved over more than 150 years.

- 6.4 All property owners directly affected by the Order scheme will be entitled to claim compensation in accordance with the Compensation Code, which provides a consistent approach to the assessment of fair compensation.
- 6.5 In addition to compensation being paid for the value of land or other interest taken permanently or temporarily, compensation will also be payable in respect to any loss in a landowner's retained property caused by it being severed from the land acquired, or by the Order scheme itself.
- 6.6 Compensation is also payable in respect of disturbance losses that result from the construction of the Order scheme. The total compensation to be paid is usually agreed between the parties. In the event that agreement cannot be reached then fair compensation can be independently determined by both parties making a joint reference via the Alternative Dispute Resolution (ADR) process, or by one or both parties making a reference to the Upper Tribunal (Lands Chamber).

7. TEMPORARY USE OF LAND

- 7.1 Article 19 and Schedule 10 of the Order provide for the temporary acquisition of land for the construction of the works authorised by the Order.
- 7.2 Land which is occupied temporarily in accordance with the Order will on completion of the works and vacation be returned to the owner reinstate to a specification agreed with the land owner.

8. LANDOWNERS AFFECTED BY COMPULSORY PURCHASE

- 8.1 To date Network Rail has documented formal agreement with the following landowners:
- Connelly Homes
 - Bedford Borough Council
- 8.2 Network Rail's continued negotiations as the Order process has progressed has reduced the scope of the Order and has enabled plots 301 to 312, 401 to 406 and 701 to 719 to be withdrawn from the Order.
- 8.3 Network Rail is in negotiations to secure elements of the land and rights required by agreement with some landowners notably:
- The Guinness Partnership
 - Govia Thameslink Railway
 - Bovis Homes Limited
- 8.4 Network Rail will in general rely on the powers of the Order but will work with landowners to reach agreement when particular issues and concerns and specific justified circumstances require.

9. LANDOWNER OBJECTIONS

9.1 At the time of writing, the following objections from landowners are outstanding:

- Bovis Homes Limited (OBJ/7)
- The Guinness Partnership (OBJ/8)
- Govia Thameslink Railway (OBJ/12)

9.2 Irthlingborough Road

9.2.1 Bovis Homes Limited (OBJ/7)

Objection	Network Rail Response
9.2.2 Bovis Homes Limited has raised an objection regarding the impact of Network Rail's permanent acquisition of plots 605, 629, 630 and 631 which it has stated would preclude the physical delivery of Route2/realignment of Irthlingborough Road and prevent the achievement of 724 dwellings on their permission land and would be contrary to the achievement of sustainable developments.	<p>I can confirm that Plot 605 is currently in the ownership of Network Rail Infrastructure Limited and is subject to potential transfer to Bovis Homes Limited should Route 2 be constructed to the satisfaction of Network Rail under agreement dated 31st March 2017 between Network Rail Infrastructure Limited and Bovis Homes Limited and Bovis Homes Group PLC.</p> <p>With regards to the restriction on potential development of Route 2/realignment I can confirm that there is no engineering impediment to the delivery of Route 2 arising from the implementation of the Order.</p>
9.2.3 Bovis Homes Limited has raised concerns regarding the compulsory acquisition of plots 621 and 624 and the potential to reduce the development potential for the land and the overall development capacity	Anglian Water have a sewer pipe bridge crossing adjacent to Irthlingborough Road structure and Anglian Water has served statutory notice on Bovis Homes Limited to facilitate provision of clearance, and this clearance includes plots 621 and 624 and therefore Bovis Homes Limited would not be able to develop these plots in any case
9.2.4 Bovis Homes Limited has raised concerns regarding the temporary use of plots 601, 602, 603 604, 618, 619, 621, 622, 632, 633 on the basis that no indication on how long the temporary period would subsist	With regards to the unknown time periods of Networks Rail's temporary works, an initial contact letter dated 25 th May 2017 was sent to Bovis Homes Limited giving basic information about the various L2C

and the potential adverse consequences for the delivery of the land development	requirements in Wellingborough and this included the land requirements needed at Irthlingborough Road. This letter indicated that the site would be required for approximately 31 weeks from early February 2018. The Order consultation letter sent to Bovis Homes Limited also confirmed that the period of occupation would be 30 weeks. Due to the demolition of Irthlingborough Road Bridge since the writing of the above letters the duration of the requirements has been reduced to 20 weeks. Notwithstanding this, the programme for starting on site will be dependent on the granting of the Order.
9.2.5 Bovis Homes has stated that plots 620,623 and 628 are currently licensed for agricultural cropping and no timescale has been provided and may have an effect on the development	I can confirm that plot 628 is currently in the ownership of Network Rail Infrastructure Limited and is subject to potential transfer to Bovis Homes Limited should Route 2 be constructed to the satisfaction of Network Rail under agreement dated 31 st March 2017 between Network Rail Infrastructure Limited and Bovis Homes Limited and Bovis Homes Group PLC. Plot 620 and 623 are only subject to crane over-sail.
9.2.6 Bovis Homes Limited's final concern in relation to Irthlingborough Road is that it was unable to locate plot 606 and reserved its position to maintain a holding objection until the location is clarified	I can confirm that plot 606 is located on the south east of the existing bridge and can be seen in inset C.

9.3 Irchester West

9.3.1 Bovis Homes Limited

9.3.2 Bovis Homes Limited has raised concerns that Network Rail's permanent acquisition of plots 502 and 503 will impact on its ability to access under the viaduct which they state is needed at all times for both a public right of way ("PROW") and for maintenance of their adjoining land and that such access has not been safeguarded.

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9.3.3 The permanent acquisition of land is for over-sailing rights for the installation of the Overhead Line Equipment brackets and this will have no detrimental impact on any PROW under the viaduct. Network Rail has been unable to identify any additional rights of Bovis Homes Limited to gain access under the viaduct other than on the PROW.

9.4 Bromham Road

9.4.1 The Guinness Partnership (OBJ/8)

Objection	Network Rail Response
9.4.2 The Guinness Partnership has raised concerns that there are no compelling grounds for the acquisition of land and rights in the Property.	It has been confirmed that the permanent acquisition of land and rights is required in order to reconstruct the bridge to a higher profile, therefore enabling the overhead line equipment to safely pass underneath it. Land is required temporarily in order to install a temporary footbridge therefore enabling the temporary diversion of all utility services from the existing bridge.
9.4.3 The Guinness Partnership has stated that there have been no efforts made by Network Rail to explain the extent, timing and duration of the proposed Midland Mainline works.	Network Rail Property Services team have been in contact with The Guinness Partnership regarding works to Bromham Road bridge since March 2017. This has included site meetings, the most recent of which was 7 th December 2018. Various mitigation measures were discussed with The Guinness Partnership with a view to reducing the visual impact of the temporary scaffold bridge on The Guinness Partnership's residents.
9.4.4 The Guinness Partnership has raised concerns that no efforts have been made to acquire the land and rights required by negotiation and that Network Rail cannot state that the powers of the Order are required on the grounds that it is not possible to acquire by agreement.	Network Rail has engaged with The Guinness Partnership in order to discuss land requirements to facilitate Bromham Road Bridge reconstruction works and acquiring land by negotiation as per the above.
9.4.5 The Guinness Partnership have concerns that the proposed scaffolded bridge is likely to result in the retained land being overlooked by pedestrians and will	The concerns relating to the proposed scaffold bridge are dealt with in the Proof of Engineering & Construction by Dave Butterworth and I refer you to that Proof

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also create a secluded area beneath the platform which may attract trespassers and antisocial behaviour unless it is concealed.	(NR 73).
9.4.6 The Guinness Partnership has raised concerns that the full extent of any adverse impact on the property and its customers resulting from the acquisition of the Property is currently unknown. They have stated that the level of daylight into the units will be reduced and may result in a requirement to re-house tenants who suffer from anxiety/mental health issues.	The concerns relating to the reduced level of light is dealt with in the Proof of Engineering & Construction by Dave Butterworth and I refer you to that Proof (NR 73).
9.4.7 The Guinness Partnership raised concerns that there will be interference caused to their tenants by way of noise, dust, vibration and other matters.	The concerns relating to the noise, dust and vibration are dealt with in the Proof of Engineering & Construction by Dave Butterworth and I refer you to that Proof (NR 73).
9.4.8 The Guinness Partnership has stated that it is a registered provider of social housing and their website states that: "Customer Service at Guinness is all about treating customers with respect, showing that we value them, keeping them informed, keeping our promises and responding quickly when things go wrong." As such The Guinness Partnership have requested regular updates be provided by Network Rail and advance notification of any notices or correspondence being served by Network Rail on its tenants so that the tenants can be briefed on the implications in advance of the communication being released.	Property Services provided The Guinness Partnership with contact details of Network Rail's communications team on 21 st September 2018 in order to develop an efficient and co-ordinated approach to communicating with the tenants of Granet Close. Network Rail communications team held a consultation event with the residents of Granet Close on the 7 th December 2018.
9.4.9 The Guinness Partnership have raised concerns that many of their tenants in Blocks 1 to 3 have between one and two children who use the communal area between the blocks for play and the children's ability to use the space for recreation during and after the works, as well as their safety, will be impacted.	The concerns relating to the recreational land is dealt with in the Proof of Engineering & Construction by Dave Butterworth and I refer you to that Proof (NR 73).

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9.4.10 The Guinness Partnership has stated that no information on proposed boundary treatments has been provided and that currently Plots 111 to 113 is shrubbed banked verge which acts as a divide between the public footpath and the communal area. They have raised concerns that the noise levels from the A4280 Bromham Road will increase as a result of the works and tenant privacy will also be compromised.	It is proposed that the boundary treatments will be replaced on a like-for-like basis, so there should be minimal impact in this regard.
9.4.11 The Guinness Partnership have stated there will be traffic disruption during the works which will cause their tenants to suffer inconvenience during the morning and afternoon “rush-hour” traffic.	Pedestrian access will be maintained at all times along Bromham Road, as will continued functionality for wheelchair, pram, and cycle traffic through the provision of the temporary footbridge and its approach ramps. Powered Road Vehicle traffic and local Bus services shall be diverted away from the bridge area over alternative local routes that have been agreed with Bedford Borough Council. This will include routing via Ford End Road and also Bedford Western Bypass.
9.4.12 The Guinness Partnership has stated that Network Rail has not demonstrated how vehicular access to the retained land will be affected during the works and that no proposals have been tabled to mitigate the impact of the Bromham Bridge works on their tenants.	Powered Road Vehicle traffic and local Bus services shall be diverted away from the bridge area over alternative local routes that have been agreed with Bedford Borough Council, this will include routing via Ford End Road and also the Bedford Western Bypass. Existing access to the frontage and thresholds of the properties for tenants is not envisaged to be subject to any direct change or unresolvable disturbance during the course of the works.

9.5 Bromham Road

9.5.1 Govia Thameslink Railway (GTR) (OBJ/12)

Objection	Network Rail Response
9.5.2 Govia Thameslink Railway have	Network Rail has been in discussion with

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raised a concern of where the displaced customers cars going to park.	GTR regarding the car park at Bedford Station since May 2017 and more recently to identify solutions to the potential disruption that will arise to users of the car park during the certain parts of the reconstruction of Bromham Road. Most recent meetings have taken place 19 th September 2018 and 22 nd November 2018.
9.5.3 Govia Thameslink Railway has concerns that customers will chose to park in the streets surrounding the railway station which is not in the centre of Bedford and is largely residential.	
9.5.4 Govia Thameslink Railway has stated Neighbouring stations do not have capacity to take the additional vehicles.	Network Rail will ensure that only the minimum amount of car parking is used and for the shortest possible duration,
9.5.5 Govia Thameslink Railway has raised a concern that there will be significantly insufficient space for current users of the car park which will create competition for spaces with many customers unable to secure one.	<p>Network Rail has significantly reduced the potential impact on Bedford Station following the Stakeholder Consultation as per the TWAO rules. Following the consultation, the proposed usage of Bedford Station car park has been amended to reduce the number of car parking spaces affected. This has been accomplished using an alternative construction compound south of Bromham Road, adjacent to Ford End Road Bridge</p> <p>Whilst the overall construction programme lasts for 13 months, it is anticipated that the disruption in the car park will only last for around 3 months in total.</p> <p>Network Rail and GTR has committed to developing and publishing a joint stakeholder and customer Communication Strategy. The strategy will explain exactly what the dates and times and the level of likely disruption and will point out the alternatives to customers</p>
9.5.6 Govia Thameslink Railway has stated that the significant timetable changes and East Midlands Trains announcement to stop calling in the peak at Bedford, has already caused the industry to upset a number of its customers.	Network Rail does not operate any of the train services and as such it is unable to comment on the loss of the Intercity services.
9.5.7 Govia Thameslink Railway has stated	Under the terms of The National Station

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that they derive considerable income from the car park at Bedford Station and have estimated the cost as £2000+ per parking bay loss per annum. They have stated that no discussions have taken place before the Order was submitted.	Access conditions 2013 (NR 74) Network Rail is obliged to agree reasonable compensation to cover GTR's reasonable losses.
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10. CONCLUSION

- 10.1 The land and rights included in the Order have been carefully considered and reviewed throughout the emerging Order process.
- 10.2 Every effort has been made to reduce the impact of the Order scheme on landowners with the land and rights sought being only those proportionate to meet the construction and design requirements of the Order scheme.

11. STATEMENT OF DECLARATION

I hereby declare as follows:

- I. This Proof of Evidence includes all facts which I regard as being relevant to the opinions that I have expressed, and that the inquiry's attention has been drawn to any matter which would affect the validity of that opinion;
- II. I believe the facts I have stated in this Proof of Evidence are true and that the opinions expressed are correct; and
- III. I understand my duty to the inquiry is to help it with matters within my expertise and I have complied with that duty.