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**The Oxfordshire County Council (A40 Access to Witney)
Compulsory Purchase Order 2023**

**The Oxfordshire County Council (Highways Infrastructure – A40
Access to Witney) Side Roads Order 2023**

PLANNING INSPECTORATE REFERENCE:

DPI/U3100/23/25

**Proof of evidence of
Gareth William Slocombe
(Deliverability and Funding)**

INTRODUCTION AND QUALIFICATIONS

1.1 I am Gareth Slocombe, and I am a Senior Project Manager at Oxfordshire County Council, where I have been on secondment from AtkinsRéalis since August 2022. I hold both a BSc and MSc in Project Management, I am a Chartered Construction Manager (Chartered Institute of Builders (CIOB)) and a Chartered Project Professional (Association of Project Managers (APM)).

1.2 I have 10 years' experience in project management of transport infrastructure delivery, where I have delivered both rail and highway infrastructure projects for Transport for London and Transport for Wales. In my role, I am responsible for the team that is delivering the A40 Access to Witney project. I am responsible for the management of two Project Managers working on the A40 Access to Witney project.

Scope of Evidence

1.3 This proof of evidence has been prepared regarding the deliverability and funding and compulsory purchase justification relating to:

1.3.1 The Oxfordshire County Council (A40 Access to Witney) Compulsory Purchase Order 2023 (the **CPO**); and

1.3.2 The Oxfordshire County Council (Highways Infrastructure – A40 Access to Witney) Side Roads Order 2023) (the **SRO**)

together the **Orders**.

1.4 I also address the grounds of objection raised by objectors insofar as they relate to my area of expertise.

1.5 The Orders were made to enable the delivery of improvements to the existing A40 Principal Road, the B4022 and the C16886 South Leigh Road at its junction with the B4022, at Shores Green, Witney at the location of the junction of the A40 with the B4022, and is a scheme known as the A40 Access to Witney Scheme (the **Scheme**).

1.6 The Scheme will construct two new west-facing slip roads at the Shores Green junction of the A40; a new eastbound exit slip road from the A40 to a new junction with the B4022; and a new westbound entry slip road onto the A40 from a new junction with the B4022. The Scheme will provide new walking and cycling facilities on the B4022 and alongside the A40, which will improve provision for active travel.

1.7 The SRO will enable the Acquiring Authority to carry out Classified Road works comprising the improvement, by widening and other works, of the A40, to stop up existing highways affected by the Scheme and to improve other highways as a consequence of the Classified Road works.

1.8 The Orders were made by Oxfordshire County Council (the **Council**) on 27 June 2023 and submitted electronically to the Secretary of State for Transport on 21 July 2021 and in hard copy on 1 August 2023. The Orders are now due to be considered by an Inspector at a Public Inquiry scheduled to open on 12 March 2024. This proof of evidence has been prepared in connection with that Inquiry.

1.9 I confirm that the evidence that I have prepared in respect of this Inquiry is given in accordance with the guidance of my professional institution and I can confirm that the opinions expressed are my true and professional opinions.

1.10 The purpose of my evidence is to explain the deliverability and viability of the Scheme, including scheme funding, and addresses the Objections to the Orders to the extent that they are relevant to Scheme deliverability and viability.

1.11 My proof of evidence should be read in conjunction with other separate but interrelated proofs of evidence submitted on behalf of the Council, including:

- 1.11.1 Strategic Case and Need, prepared by Nicholas Blades of Oxfordshire County Council;
- 1.11.2 Technical Highways Engineering and Modelling, prepared by Philippe Nirmalendran of AECOM;
- 1.11.3 Traffic Modelling, prepared by Theodore Genis of Stantec;
- 1.11.4 Planning policy, prepared by Baljinder Tiwana of Stantec;
- 1.11.5 Environmental effects, prepared by Alison Morrissy of AECOM; and
- 1.11.6 Negotiations and Acquisition, prepared by Jessica Bere of Gately Hamer.

2 FUNDING AND PROCUREMENT

Scheme Costs

- 2.1 In this section, I will be addressing the history of the Scheme, and the development of Scheme budget, including the Scheme costs to-date and the projected costs of the future planned activities remaining on the Scheme.
- 2.2 The original scheme estimated final costs (**EFC**) that were approved in the Initial Business Case (**IBC**) / Commit to Invest were £13.9m.
- 2.3 The Scheme IBC / Commit to Invest was presented to and approved by the Cabinet of the Council on 20 July 2021. The IBC provided the committed funds to progress the Scheme through feasibility (Stage 1), preliminary design, planning application and procurement (Stage 2).
- 2.4 Following the onset of the COVID-19 pandemic, inflationary pressures and further design refinement and maturity, the cost of the Scheme increased to the current amount of £25.025m.
- 2.5 The increased Scheme costs were approved via a combined Change Request / Out of Tolerance (**OOT**) and Outline Business Case (**OBC**) paper that was presented to and approved at Strategic Capital Board on 2 March 2023, which increased the Scheme budget to £25.025m (as set out in the Council's Statement of Case at paragraph 12.2). The OOT was required to increase the Stage 2 budget allowance due to the expenditure increase in the project lifecycle stage, which includes but is not exclusive to:
- Additional base and scenario traffic models
 - Additional surveys, including topographical surveys, archaeological surveys and drainage surveys
 - Increased statutory utility investigations
 - Programme prolongation including consultation support
 - Increased delivery costs due to the COVID-19 pandemic
 - Inflationary pressures caused my macro-economic uncertainty.
- 2.6 As at the date of this proof of evidence, the Scheme has spent £3,844,690 (**Actual Costs**).
- 2.7 The remaining forecasted costs to complete the Scheme are £21,180,310 (**Forecast Costs**)

STAGE	Actual Costs	Forecast Costs	TOTALS
Stage 0 Optioneering	£ 351,417	£ -	£ 351,417
Stage 1 Feasibility	£ 501,070	£ -	£ 501,070
Stage 2 Detailed Design	£ 2,992,203	£ 2,390,549	£ 5,382,752
Stage 3 Delivery	£ -	£ 18,438,866	£ 18,438,866
Stage 4 Close Out	£ -	£ 350,895	£ 350,895
Total	£ 3,844,690	£ 21,180,310	£ 25,025,000

- 2.8 The Scheme costs are created and developed through a process that includes the delivery consultant, designer consultant, project commercial team and project managers collaborating to create a cost model for the Scheme. The design consultant provides all of the technical details and design information to the delivery consultant to then allow the amount of work required to deliver the Scheme to be quantified. This allows for a 'build-up' of costs that can be incorporated into the overall Scheme cost model to provide an EFC. This EFC is reviewed and updated regularly to provide the latest version of the Scheme costs.

- 2.9 The Scheme's consultants such as those providing professional services, including the design consultant, delivery consultant, legal services, and planning advice will have provided a contracted cost for their services or an estimate of the costs.
- 2.10 The Scheme delivery costs have been refined over the Scheme lifecycle and have matured as the design and Scheme details have progressed. The delivery consultant has performed a 'take off' of the latest design which calculates the level of effort and cost required to deliver the Scheme in a quantitative manner.
- 2.11 The project team captures and updates the risk and opportunities register regularly and reports the top items at the monthly Programme Board. The risk and opportunity register is a collaborative activity, which includes input from the design consultant, delivery consultant, commercial team, financial team, technical approvals team and other select Subject Matter Experts (**SME**). The risk register activities have a quantified or qualitative cost against each entry, and collectively provide the data to allow for a risk model to be produced. A quantitative risk analysis (**QRA**) is produced that provides the anticipated level of risk at defined levels of probability, through a risk model. A QRA is conducted quarterly by the Council's Risk team, with a maturity assessment that is then reported to the Programme Board via the Council's reporting system, Project Programme Management (**PPM**). The risk and opportunities are quantified and included in the Scheme cost model and forms part of the EFC. The QRA helps refine and identify whether the current risk allowance is acceptable.
- 2.12 The Scheme's land acquisition costs were calculated using a Property Cost Estimate (**PCE**) which was commissioned from Gately Hamer to estimate the costs of the Scheme (as set out in the Council's Statement of Case at paragraph 12.10). The PCE is included in the EFC as a direct cost in the cost model.
- 2.13 Any other direct or indirect costs are captured in the cost model, which when combined produce the EFC. The EFC is reviewed by the Scheme commercial team and the Council's finance team on a regular basis. The Scheme costs, both actual and forecast are captured in a reporting tool, PPM, which is used to provide reports at several different governance boards.
- 2.14 The project team updates the cost model monthly and captures the costs in the PPM. The output of the PPM system is reported at a monthly Programme Board attended by several key Council members, including members from the Commercial team, Finance team, Localities team and Legal team. The details of the Scheme are scrutinised at Programme Board. The Scheme follows the Council's guidance on change configuration and revises the costs of any activities that are impacted by change to ensure the scheme cost model provides the latest EFC at the time.
- 2.15 In summary, the Scheme has matured through several lifecycle stages with scrutiny from different teams within the Council and it continues to be reported on at monthly programme boards and where required, Cabinet. The Scheme costs have been drawn from multiple SMEs to define and develop activity forecasts, including risks and opportunities that have created and refined the EFC.

Funding

- 2.16 In this section, I will detail how the Scheme is intended to be funded, provide assurances that the Council is committed to the Scheme delivery and how the Scheme has followed the required governance.
- 2.17 The scheme is part funded by Housing and Growth Deal (**HGD**) funds and developer contributions in the form of Section 106 (**S106**) developer contributions payments (as set out in the Council's Statement of Case at paragraph 12.3).
- 2.18 The HGD is a committed funding agreement between Government (Homes England) and the local authorities in the Oxfordshire area. Following the increase in EFC, the Scheme was allocated additional funds from the HGD fund to the amount of £17m as part of the capital programme to support the delivery of new infrastructure that will facilitate, among other benefits, new homes in the Witney area (as set out in the Council's Statement of Case at paragraph 12.4).

and in the proof of evidence of Nick Blades). This commitment was confirmed and approved in the OOT / OBC.

- 2.19 The HGD is an Infrastructure Fund that established a wide Infrastructure Delivery Programme that is designed to unlock and accelerate housing and growth across Oxfordshire, in line with the priorities determined by the Oxfordshire Growth Board (now Future Oxfordshire Partnerships), and is subject to consideration of relevant policies in Local Plans, Joint Spatial Plans and other consents (as set out in the Council's Statement of Case at paragraph 12.13). The Future Oxfordshire Partnership monitors the HGD and regularly produces reports on the progress of schemes that are delivered through it.
- 2.20 The original HGD funding was allocated to the Oxfordshire local authorities for a five-year period from 2018/2019 up to 31 March 2023. A two-year extension was agreed by Homes England, which increased the period of time that monies could be spent on Scheme to 31 March 2025 (as set out in the Council's Statement of Case at section 15).
- 2.21 The S106 contributions are split between secured and unsecured funds. Secured funds are those which the Council has already had confirmed and holds the funds in its bank account (as set out in the Council's Statement of Case at paragraph 12.6). Unsecured funds are those which are currently being negotiated with the East Witney Strategic Development Area (EWSDA) developer (as set out in the Council's Statement of Case at paragraph 12.5). The Council has underwritten the unsecured S106 contributions via a Cabinet approval on 23 May 2023 (as set out in the Council's Statement of Case at paragraph 12.8).
- 2.22 The full division of Scheme funding is as set out in Table 2.1 below

Funding Source	Amount
Growth Fund	£17,000,000
S106 Secured	£1,387,000
S106 Unsecured (underwritten by the Council)	£6,638,000
Total	£25,025,000

Table 2.1

- 2.23 The Scheme Governance Papers, which include the Change Request / Out of Tolerance and Business Case approvals, are developed by the project team. Following development, the Governance Papers are signed off by Head of Service, Programme Lead and Finance Team, which includes the Section 151 officer. For Business Cases approvals, the Governance Paper is presented to Cabinet for approval.
- 2.24 In summary, the Scheme has proceeded through the Council's governance process at each step with a clearly defined funding model that aligns to the cost model. The funding comes from committed secured sources and where the funds have not been yet secured, the Council has underwritten the value of the unsecured amount.

Procurement

- 2.25 In this section, I will address the procurement of the professional services that have been used to facilitate the delivery of the Scheme, the governance processes for the progression of the Scheme through its lifecycle stages highlighting the checks and balances that provide assurance to the Council and its funding partners.
- 2.26 The design contractor (AECOM) was appointed on 11 June 2020 to proceed with Stage 0/1 activities. The design contractor (AECOM) was appointed on 30 September 2021 to proceed with Stage 2 activities. As part of the Stage 2 activities the design consultant will also provide

additional advice on the methodology of the delivery of the scheme, risk and opportunity management. The design contractor (AECOM) was appointed on 12/02/2024 to proceed with the detailed design of the scheme (also falls in Stage 2).

- 2.27 The delivery consultant (Milestone Infrastructure) was appointed on 11 January 2022 to provide activities associated with Stage 1 (Early Contractor Involvement (ECI)), which includes providing advice on the construction deliverability of the scheme and provide more refined quantified estimates of the scheme. The delivery consultant (Milestone Infrastructure) was appointed on 6 November 2023 to provide ECI support throughout detailed design (also falls in Stage 2). The delivery consultant will provide advice on the methodology of the delivery of the scheme, risk and opportunity management, discharge of planning conditions, and the meeting of any standards or regulations for the delivery of the Scheme.
- 2.28 The planning consultant (Stantec) was appointed on 20 April 2021 to provide planning and stakeholder support. The planning consultant also provides advice on the discharge of planning conditions, and requirements for changes and engagement with the local planning authority. Stantec have also been instructed to providing modelling reports for the scheme.
- 2.29 The legal services consultants are TLT and land valuation consultants are Gately Hamer. These consultants have provided the project with legal advice on the CPO and SOR process, along with advice on the land valuation process.
- 2.30 The Scheme has a robust governance process for the procurement of professional services and engineering construction contracts (ECC). As part of the governance process for funding authority and procurement, the Council project team must proceed through several checks and assurance steps.
- 2.31 The Scheme must present a business case to Cabinet for funding at set Project Stage gates. This has included the production and approval of the IBC to take the scheme to end of Stage 2. A Full Business Case (**FBC**) will be produced and approved to allow the Scheme to enter Stage 3 (Delivery) and Stage 4 (Handover and Close-out). The Scheme cannot enter any contracts without the business case and approval of funding being in place. The Scheme will not proceed to Stage 3 until the detailed design is approved by the technical assurance team, the planning conditions are discharged, and the required land has been acquired.
- 2.32 To enter into a contract with an external party, such as a delivery contractor, the Council requires the production of a procurement strategy. The procurement strategy provides parties with the information on the services required, the available frameworks and routes to market, the funding sources, value for money assessment and recommendations. The procurement strategy will be reviewed and approved by the commercial team, finance team and legal team. The procurement strategy will recommend the contract to be used for the delivery of the services.
- 2.33 A risk assessment form is produced to capture the levels of liability of the proposed contract recommended by the procurement strategy. The risk assessment form considers the principal risks of the contract, the levels of liability, insurance requirements, cap on liabilities and recommendations. The risk assessment form is reviewed and approved by the commercial team, finance team and legal team.
- 2.34 If the value of the contract is significant or impactful, it will meet the threshold of being a key decision. All key decisions must be placed on the Council's forward plan and be presented to the relevant Cabinet or Cabinet member for review and approval. This process requires the production of a report to Cabinet or Cabinet member referencing the business case, procurement strategy, contract awards, risk paper and any other relevant information including legal agreements.
- 2.35 In summary, the Scheme has procured several subject matter experts that have helped to progress the Scheme throughout its lifecycle and will continue to use their services through delivery. The Scheme has proceeded through several project stage gates, with checks and assurances at each stage gate following a clearly defined, open and transparent process.

3 DELIVERY AND PROGRAMME

Land

- 3.1 In this section, I will be addressing the Scheme's need for the land to allow it to be safely and compliantly delivered.
- 3.2 The Orders only includes such land and new rights as required to facilitate safe construction and use of the Scheme.
- 3.3 The land requirements for the Scheme included within the CPO are based upon the areas required both for the permanent works, the essential construction activities associated with them and for mitigation/compensation in relation to any harmful effects.
- 3.4 The design of the permanent works has been developed in accordance with applicable standards (this includes but is not limited to the Department for Transport Design Manual for Roads and Bridges) the specific constraints of the site and civil engineering best practice. This has determined the extent of permanent land acquisition required to accommodate the completed works.
- 3.5 In addition to the land required for the works, land is also required in several locations to enable construction of the works. Several construction activities will require land for temporary working space in addition to that included in the extent of the permanent works and, where this is required in a specific location and there is no reasonable alternative, this land has been included in the compulsory acquisition as a precaution pending agreement with landowners to temporary use of the land. This approach has been taken to ensure all land essential for construction of the Scheme is available and there are no impediments to construction of the permanent works.
- 3.6 The extent of working space has been determined based on engineering judgement and previous experience of similar projects. This has been verified in key areas by input from the delivery consultant with experience of similar works. Neither the Highway Act nor other CPO legislation currently permits the temporary occupation of land.
- 3.7 Further information on the details of the nature of the land required and the land negotiations is contained in the proof of evidence of Jessica Bere of Gateley Hamer.
- 3.8 In summary, the land requirement for both permanent and temporary occupation has been carefully considered. The team has consulted subject matter experts to ensure that no excessive occupation of land will take place to facilitate the delivery of the Scheme.

Programme

- 3.9 In this section, I will address the programme for the delivery of the Scheme, outlining the main activities that encompass the Scheme.
- 3.10 Should the Orders be confirmed by the Secretary of State, the Council intends to proceed with the delivery of the Scheme in September 2024 with an estimated 12-month construction period and completion during September 2025, which will be followed by a period of handover and Scheme close.
- 3.11 The key activities of the Scheme include the site clearance, which will involve removal of vegetation, earthworks which will regrade the land on either side of the A40, drainage which will include the proposed attenuation ponds and connections to existing and new drainage channels, and the construction of the road including the junctions and signalling infrastructure. The programme also includes an element of time risk allowance which is a collective period for any risks that materialise and prolong the time required for the identified activities.
- 3.12 The Scheme's delivery programme has been developed by the design consultants and delivery consultant of a period of months as the Scheme has matured.

3.13 The Scheme’s team will investigate opportunities to reduce the programme through acceleration while also managing any risks which could delay the completion of the Scheme. A high-level Gantt chart is provided at Table 3.1 of the current activities and their expected durations.

Task	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Construction																
Site Clearance																
Earthworks																
Drainage																
Road Construction																
Time Risk Allowance																

Table 3.1

3.14 In summary, the Scheme has a clearly defined set of activities, broken down into manageable items that have been planned by subject matter experts. Activities are planned to ensure that they are deliverable in the time required, with opportunities for time savings being investigated while also managing any foreseen risks.

Consents

Planning permission

3.15 In this section, I will address how the Scheme will meet its planning conditions. The planning position is set out in detail in the proof of evidence of Bal Tiwana of Stantec.

3.16 The planning conditions will be discharged throughout the detailed design phase as the production and creation of the required details are developed. The project team meet regularly with the relevant project actors to review, check progress, and produce outputs against a tracker that captures all the planning conditions. The relevant documentation will be presented as the detailed design matures, and the delivery methodology is refined to a developed condition. The project team will consult with the Local Planning Authority to ensure that the relevant documents are in sufficient detail to allow the conditions to be met and discharged. This process will reduce erroneous early submission of documents.

3.17 In summary, the Scheme has a clear plan in place to meet and discharge its planning conditions placed on it by the planning permission.

Traffic Regulation Orders (TROs) / South Leigh Parish Council

3.18 In this section I will address the [Unilateral Undertaking that has been agreed with South Leigh and High Cogges Parish Council](#).

3.19 The Council has agreed to a unilateral undertaking to provide traffic calming measures along South Leigh Rd, Chapel Rd and Station Rd in response to issues raised by South Leigh and High Cogges Parish Council. The Council has been working closely with the Parish Council to develop and agree designs these works which will be made up of some additional 20mph repeater signs and road markings; a speed indicator device; village ‘gateway’ type features; build-out priority/chichane features. Informal consultation on the proposed measures was completed by the Parish Council in late 2023 and there was general support for the measures. Formal public consultation on the Traffic Regulation Orders required for some of these traffic calming works is scheduled for late spring/summer 2024 to allow the orders to be approved (subject to public consultation response) and the scheme to be implemented in summer/autumn 2024.

3.20 In summary, the Scheme has been in close communication with South Leigh and High Cogges Parish Council to design and consult on the traffic calming measures required of the unilateral undertaking.

Statutory Undertakers

3.21 In this section, I will address how the Scheme is engaging with Statutory Undertakers and any special category landowners. I will show the Scheme has consulted with the asset owners from

an early stage and is following a process to either remove any impacts or implement diversions of assets.

Southern Gas Network – Asset Protection Agreements

- 3.22 The Scheme has engaged with Southern Gas Network (**SGN**) regarding their assets in the boundaries of the working area. Trials have been completed to determine that SGN's assets are of sufficient depth that they will not be impacted by the Scheme works. The designs and outcomes have been discussed with SGN's protection engineers to ensure that the asset is in such a place that it is not impacted. The Council has agreed to an Asset Protection Agreement (APA) with SGN to assure the asset owner that the method statement for delivery meets the requirement of the protection of their assets. The terms of the APA were agreed on the 12/02/2024 and is progressing through the relevant governance to obtain party signatures.

Other Issues

- 3.23 The Scheme is in constant dialogue with Statutory Undertakes to determine the impacts of the Scheme on any apparatus in the area. In accordance with the New Roads and Street Works Act (NRSWA) 1991, the Council is in discussions with those impacted parties to design and plan any apparatus diversions. The NRSWA process is a defined process that is well known and practiced in the industry.
- 3.24 Scottish & Southern Electric (**SSE**) have identified electrical cables that will require diversion. The Council has engaged with SSE and will be entering into an agreement to fund the necessary diversions of their apparatus. A preliminary design has already been established, while the final layout will be finalised during detailed design to incorporate any changes that are enacted (as set out in the Council's Statement of Case at paragraph 15.11).
- 3.25 In summary, the Scheme has identified all impacted Statutory Undertakers and consulted with them on how the Scheme can proceed through delivery, including where necessary making provision for either the protection of their assets or the diversion of their assets.
- 3.26 4 To summarise, I have provided evidence that the scheme has been sufficiently costed with regularly updated estimates to the EFC, the estimates utilise the experience of SME's to inform the build up of the cost model, thus ensuring that the most appropriate and accurate costs are used at the time. I have provided evidence that the scheme is fully funded through the use of HGD and S106 commitments and that the Council is fully backing of the scheme, including the under writing of any unsecured S106 funds. I have explained that the scheme has procured the help and advice of multiple SME throughout the project lifecycle to develop and mature the scheme to its current lifecycle stage and that there are plans in place to proceed with the scheme through its lifecycle to delivery. I have provided details on the checks and balances that are in place to ensure that a scheme is deliverable, following the Council's delivery governance process and that progress is reported to the required Council forums. I have detailed how the schemes land requirements has considered the deliverable methodology, ensuring that the proposed permanent and temporary land has been careful considered and that the land requirements are needed to deliver the scheme safely. I have set out the programme for delivery of the scheme and the requirements to address the planning conditions in the detailed design stage prior to delivery commencement. Finally, I have explained how the scheme has engaged with the local parish council to help facilitate traffic calming measures, how the scheme has engaged and agreed protection or diversionary works with statutory undertakers that would reduce or remove any risks to their assets in the scheme

4 OBJECTIONS TO THE ORDERS

- 4.1 The Secretary of State received 5 objections to the Orders, as referenced in Section 11 of the Council's Statement of Case. At the time of writing, 5 objections (the **Objections**) remain.
- 4.2 Having considered the Objections, it is my view that many of the salient points of each objection have been addressed more appropriately through the evidence of the Council's other witnesses. As such, I believe that there are only a small number of elements of the Objections that are pertinent to the evidence that I give.

Objections 1, Southern Gas Networks

- 4.3 The party has made an objection on the grounds that they have apparatus in the vicinity of the proposed works area. SGN's objection relates to concerns that the scheme may have on the integrity or access to their apparatus.

As explained in 3.22, SGN and the Council have been in considerable engagement around the protection of SGN assets and have the intention of signing an APA to allow SGN to remove any objections they have to the scheme. As of 12/02/2024, the terms of the APA have been agreed between the two parties, and the APA is in the process of obtaining relevant signatures.

Objections 2, 3 and 4 - Jeremy Michael Walker, Paula June Walker and Roger Jeremy Michael Walker (objection 2), John William Kearns and Anne Kearns (objection 3), Susan Caroline Morrish (objection 4)

- 4.4 These parties have made objections on several grounds, including one relating to "compensation issues". Whilst I understand the Objectors' agent has expressly recognised that compensation is not a matter for the Inquiry, I note that liability to pay compensation might be said to be relevant to funding/deliverability of the Scheme. On that basis, I make the following comment.
- 4.5 Whilst I note that the Objectors' agent apparently has advised his clients regarding the quantum of their compensation entitlement, the Council disagrees with that assessment. In this regard, the Council has sought expert opinion from the valuation team at Gateley Hamer as to its potential liabilities, and is satisfied it has been provided with robust advice. The Council's budget is sufficient to meet such liabilities, and indeed contains a suitable contingency. Whilst it is not appropriate for the Council to address the detail of this issue in the context of this Inquiry, I can confirm that it has the funds available to meet its obligations to pay fair compensation to the Objectors.

5 CONCLUSION

- 5.1 **Section X** of my evidence provides the information to show that the Scheme is fully costed, funded and has the commitment from the Council that should be delivered.
- 5.2 The Scheme lifecycle has evolved from its initial stages with SME consultation procured at each stage and has a clear programme of works that allow for Scheme delivery.
- 5.3 The Scheme has had to or plans to produce methodology documents, plans and strategies to deliver a compliant scheme in a way that meets the required industry standards which will allow it being provided the approval from the council planning authority to commence delivery.
- 5.4 The Scheme has engaged with the statutory asset owners and has processes in place to divert, protect or mitigate any impact to their apparatus.

6 STATEMENT OF TRUTH AND DECLARATION

- 6.1 I confirm that, insofar, as the facts stated in my proof evidence are within my own knowledge, I have made clear what they are and I believe them to be true and that the opinion I have expressed represents my true and complete professional opinion.
- 6.2 I confirm that my proof of evidence includes all facts that I regard as being relevant to the opinions that I have expressed and that I have drawn attention to any matter which would affect the validity of those opinions.
- 6.3 I confirm that my duty to the Inquiry as an expert witness overrides any duty to those instructing or paying me, and I have understood this duty and complied with it in giving my evidence impartially and objectively, and I will continue to comply with that duty as required.
- 6.4 I confirm that, in preparing this proof of evidence, I have assumed that same duty that would apply to me when giving my expert opinion in a court of law under oath or affirmation. I confirm that this duty overrides any duty to those instructing or paying me, and I have understood this duty and complied with it in giving my evidence impartially and objectively, and I will continue to comply with that duty as required.
- 6.5 I confirm that I have no conflicts of interest of any kind other than those already disclosed in this proof of evidence.



GARETH WILLIAM SLOCOMBE

20.02.2024