



Reply to: gareth.aicken@hatfield-herts.gov.uk

14 March 2026

Your Ref: APPEAL REF: APP/M1900/W/24/3346607

Joanna Vincent
Gateley Hamer
(via email: Joanna.vincent@gateleyhamer.com)

Dear Joanna Vincent,

**APPEAL REF: APP/M1900/W/24/3346607: REPRESENTATION ABOUT
RECONVENED INQUIRY - ADDITIONAL DOCUMENTS (CD17.01-CD17.05)**

1. I am making this submission in my capacity as the Trustee nominated by Hatfield Town Council for the proposed Ellenbrook Country Park Trust. While I cannot speak on behalf of the Trust or the Shadow Trust, I want to set out issues which I believe need to be addressed by the Reconvened Inquiry if the Secretary of State wishes to grant planning approval to this application.
2. The [letter](#) of 11 November 2025 from the Ministry of Housing, Communities & Local Government highlighted the fact that the Hatfield Aerodrome Supplementary Planning Guidance states that a balance should be struck between maximizing the use of the mineral resource and protecting the amenity of residents and users of the park. It notes that the Inspector at the Inquiry considered that a fair balance had not been

struck. The Inspector believed that the Public Access Strategy put forward previously by Brett Aggregates failed to achieve “*convenient cross-park access during the life of the quarry that is envisaged by the 2000 Agreement and MLP Policy 18(x)*”; it also failed “*to integrate the restored phases into the unaffected part of the EP [Ellenbrook Park] in a timely manner*”.

3. In their revised Public Access Strategy ([CD17.02](#)), it seems that Brett Aggregates’ solution to these “failures” is to include “*an incremental work process that maximises access across the park, at all times*”. However, this creates several problems, which may or may not be resolvable through appropriate conditions.
4. The original Section 106 Agreement (the ‘Principal Agreement’ – [\[CD13.1\]](#)) sought to establish the Country Park on Ellenbrook Fields. The expectation was presumably that the Ellenbrook Country Park Trust would be formed within a few years of the Agreement being signed and dated on 29 December 2000. The way the Agreement is drafted suggests a sequencing which envisages the Landowner entering into a lease with the Country Park Trust, with an option for that lease to be broken and part of the Park’s land to be given over to minerals extraction by the Landowner, if such permission were to be granted. The land on which mineral extraction took place would then return to the Country Park Trust once it had been restored.
5. The new Deed of Variation to the Principal Agreement and relevant appendices [\[CD13.2\]](#) outlines a similar sequence. It sets out a scenario where an agreement and lease exist between the Landowner and a third party for mineral extraction before or after the Country Park Trust is established and has entered into its own lease agreement with the Landowner. The provisions are very detailed and set out roles and responsibilities under a First Ellenbrook Park Lease, Further Ellenbrook Park Lease, Landscape Management Document (Minerals), Landscape Framework Document, and Minerals Work Completion Notice. However, I believe that all parties were acting on the understanding that land that was returned/transferred to the Ellenbrook Country Park Trust for integration/reintegration into the Country Park would constitute a complete phase (labelled A-G), multiple phases, or a substantial part of one or more phases. I do not believe that any of the parties envisaged

that incremental slivers of land within a phase would be subject to transfer and integration into the Country Park. The complexity and administrative burden of arranging lease agreements for each incremental area seem too onerous to be either practicable or desirable. I elaborate further below.

6. One proposed change to the Principal Agreement is a new clause 4.88D (page 18) of the Deed of Variations [[CD13.2](#)], which states:

“No later than twelve (12) months after Minerals Works Completion has been achieved in respect of each phase (as defined in the Minerals Planning Permission) or any other part of the Minerals Land, Brett shall serve a Minerals Works Completion Notice in respect of that phase or part of the Minerals Land on each of the following ...”

7. It is unclear whether the incremental areas that would be made available for public access after mineral extraction and restoration by Brett Aggregates would be included in the definition of “any other part of the Minerals Land” under the proposed clause 4.88D. However, if that is Brett Aggregates’ intention in order to help overcome their initial “failure to integrate the restored phases into the unaffected part of the EP in a timely manner”, then serious consideration must be given to the capacity of the Country Park Trust to take on the responsibilities for Further Ellenbrook Lease Requests for each incremental part of the Minerals Land in line with proposed new clause 4.88E. This is likely to be very time-consuming and costly and could exhaust the resources available to the Country Park Trust. Furthermore, should the Country Park Trust take over these incremental areas at frequent intervals, there are several questions I would expect, as a prospective Trustee, to raise, including responsibility for hazardous material, public safety and liability, insurance, ongoing repairs and maintenance, and any fees, charges or agreements that may be required. Again, this approach seems to be neither workable nor desirable.
8. If the intention is for Brett Aggregates to retain control of the incremental land, while still making it available for public access after restoration, this would reduce the number of individual transfers to the Trust. This seems to be in line with the document labelled [CD13.2](#) Landscape Framework Document (electronically) and Figure 4 Management Areas Plan (on the

document itself) which identifies Area 3 as being *“the Minerals Extraction Site Area – to be managed for the duration of the extraction by Brett Aggregates”*. However, questions would still remain about how Brett Aggregates would work with the Landowner and Country Park Trust to ensure that the incremental areas are integrated sufficiently within the Country Park in a way which overcomes the failure of the previous proposal to integrate the restored phases in a timely manner. Greater clarity is also needed on whether the Landowner or Brett Aggregates will be responsible for restoring and maintaining the land and paths to an agreed standard both before and after they have been opened to the public; whether enforceable conditions are included in any planning decision and/or contained in lease agreements between the Landlord and Brett Aggregates to ensure that those standards are met; and whether arrangements are proposed for when those lands and paths need to be removed from public access for a certain duration, either due to unforeseen circumstances, or to allow mineral extraction and associated works to take place. It is unclear if the Landowner has responsibilities and, if so, how these will be enforced via conditions placed on Brett Aggregates through this planning application.

9. In summary, the Additional Documents provided by Brett Aggregates do not, on their own, provide sufficient information to help us understand how the various parts of the Country Park can and would be “integrate[d] ... in a timely manner” as required, and thus achieve the desired “convenient cross-park access”.

Yours sincerely,

Cllr Gareth Aicken

Hatfield Town Council nominated Trustee for the prospective Country Park Trust