

CAH_Tues 28 FEB PT3

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FULL TRANSCRIPT (with timecode)

00:00:05:28 - 00:00:22:13

Okay. It's 1:00 in the hearings resumed. Just before we move on to the general, I suppose a question I missed of earlier. It was about some concern that was raised on blight by an effective party at the deadline six.

00:00:24:17 - 00:00:38:06

And I note from the applicants funding statement that those for the provisions made for blight compensation as it considers there would be no blight. I was just hoping you could expand very briefly on this, having regard to the concern raised.

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Thank you. So last on on behalf of the applicant.

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So blight is something that relates to certainly statutory blight provisions relate to circumstances in which a residential property is to be acquired as part of a compulsory acquisition proposal, and they are circumstances where effectively that property owner can seek. Effectively an early purchase of the property before the compulsory acquisition is confirmed or takes place in order to allow them to, to move and not have the not have those issues.

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The,

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the individual that's raised, the affected party that's raised this is a question is not someone for whom land or rights are being acquired as part of the compulsory acquisition. They are identified as a category two party in the book of reference, and this is as a result of having a rather interesting right of access across effectively the pavement on Glasgow Road. So I don't know if you are if you remember, but there's the so there are properties on Glasgow Road that don't abut the road, there's effectively what's the pavement in front of that.

00:02:04:05 - 00:02:31:09

And the residents of those properties have a right to cross effectively across that bit of pavement. Not totally sure why. I suspect it wasn't designated as public highway initially and therefore it was necessary to put those rights over it. We're certainly looking at it and are close to, I think, getting confirmation from Derbyshire County Council that it is actually a public highway that that strip of land.

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The reason that strip of land is included is because it forms an important keeping it clear of obstacles is important in terms of visibility in the visibility splay from the permanent access. So it's a it's kind of a bit of a red herring really in terms of those rights, because there won't be any interference

with those rights because those parties can't put anything up on the pavement anyway to to effectively block it. So

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sorry that that's just explaining the nature of that interest in terms of the category two. So there's no interference with that. Right. In that the right is to use that piece of land and keeping it clear as a visibility supply isn't going to affect the use of that land in that sense and providing that right of access. So from that perspective, in terms of the kind of the way that blight is understood in the compulsory acquisition realm, it isn't a property to which. The statutory blight provisions would apply in terms of anything else.

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If there was any sort of statutory compensation payable, it would be. Under Category three, which is a category three interest, which would be where there was a, an actionable nuisance caused by either the construction or the operation of of the works that are being carried out.

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Clearly that there's been a lot of work done in relation to that in terms of understanding what the impacts of the development will be on the residents of Glasgow Road. And those assessments confirm that with the adherence to the Code of Construction Practice and other those secured plans, and including that in respect of landscaping, although it's worth noting that there is no effective right to review that that's set up as part of that. So that isn't compensated. Bill interest where we've been looking at landscape compensation, our expectation is that it would be very unlikely that there would be a we're not expecting a Category three claim as a result of either the construction or operation of those works.

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So in terms of that sort of statutory blight situation, that doesn't apply in these circumstances.

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Okay. Thank you. And I will respond to that for the next deadline anyway, in writing. Yes. Okay.

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Thank you.

00:05:02:18 - 00:05:09:18

Okay. In that case, I'll move on to agenda item. For which site specific representations by affected persons.

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So as I understand it, Mr. Bibby is the only person who's requested to speak today. Are there any other affected parties here today who do wish to speak or intend to speak

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either virtually or in the room?

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Okay. I'm not seeing any hands

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raised. So in that case, Mr. Bibby, would you like to say what you'd like to say? Thank you.

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Thank you very much.

00:05:55:00 - 00:06:35:07

Whilst we maintain that our client has no issue with the principal for the proposed developments, for the reasons referred to and formally submit a written statement to, if it is not our client's preference to part with possession and in the essence of compulsory acquisition, cannot therefore be described as in effect a willing seller. It is in reply to examination authorities. Question two No amount of money will fuel a composite of client for the potential loss of in excess of 54% of their freehold agricultural holding as it is akin to losing a limb and impossible to buy an equivalent neighbouring asset.

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Nonetheless, on the points of negotiations involving the proposed voluntary documentation, our clients have and continue to participate in the engagement process in good faith and negotiations, which is considered to be at a relatively advanced stage, are ongoing regarding the proposed on site substation acquisition and currently we are awaiting a response to the most recent reply of last week.

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However, negotiations have not been advanced by the applicants on the proposed cable corridor in respect of the proposed property. Since the 11th of October,

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there have been comprehensive negotiations, albeit only since the beginning of this month on the cable corridor affecting another client, the detail of which we are told should assist with the framework for updating equivalent provisions for the heads of terms regarding the initial proposal that.

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There is therefore concern as to what measures to follow will be in place to protect the vulnerability of affected landowners and occupiers and seeking to maintain the requirements to achieve voluntary consensus. Once the glare of public scrutiny in respect to the examination process is over and also applies to all outline documentation applying to the examination process.

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In that regard, may I respectfully ask whether the examining authority are in a position, please, not necessarily today, but to clarify in the events of the development consent order being granted? Number one, what measures are proposed to be undertaken to ensure that in such circumstances? In the circumstances sorry,

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what measures are proposed to be undertaken to ensure in such circumstances every reasonable effort is made to require the applicants to purposefully achieve reasonably reasonable voluntary agreements prior to invoking compulsory acquisition as a position of last resort.

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Number two What recourse shall apply to our clients or any landowner, in effect, if this does not occur?

00:08:53:09 - 00:09:02:24

Number three, who will oversee and what sanctions, if any, are available to be imposed by and by whom in the event of this not being duly, duly taking place.

00:09:04:10 - 00:09:07:01

Sorry, Mr.. Maybe you could just repeat that Number three, please.

00:09:07:21 - 00:09:17:00

Who will oversee and what sanctions, if any, are available to be imposed and by whom in the event of this not duly taking place

00:09:18:29 - 00:09:54:01

and before As regards a timeline. What will apply in this regard? This has been my interpretation. The events of a DCO being granted, it is the applicant aim to commence development. I think it's been mentioned today as well in 2026 on the basis of the wind farm being to be operational by 2030. Furthermore, furthermore, it's my understanding from the draft DCO latterly documents 6.5 the seven year shall apply from the date that the development consent order is made in order to exercise rights to acquire land compulsorily.

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From my experience elsewhere, once the DCA was granted permission to proceed with works by invoking temporary possession provisions. Now, this is something that I'll come to later to seek further clarification, if I may, on the voluntary documents were not completed until quite some time in some regards, a number of years after the scheme is finished. We would very much value the examining authorities direction. This respects to ensure there are mechanisms in place duly protect landowners and the integrity of the process.

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Number Buffet For the more considered beneficial, I have no objection in giving an undertaking to be consulted to provide a progress update to the examining authority or any other authority in due course on a periodical basis in this regard with regard to negotiations.

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Furthermore, with regard to voluntary agreement negotiations, there is legitimate concerns in regard to the applicants seeking one. The rights to carry out pre acquisition enabling works involving such matters as tree felling fencing together with what is described as any environmental mitigation works, as well as other operations which would have a lasting physical impact on the affected property. Principally, of course, in this instance being plots 416 and 417

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and with this taking place prior to commitments to proceed with acquisition.

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Number two, also, the applicant is seeking to limit liability for any consequential or economic loss or for indirect loss or damage, which is considered to be unfair and wholly inappropriate, given that in the event of such an occurrence arising, our clients would then be left exposed to liability for such loss, including claims arising potentially from affected third parties in consequence of project works carried out for and on the benefit for and on behalf of the applicants.

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It is the applicant scheme and they should therefore indemnify all affected landowners and occupiers for all reasonable losses suffered.

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In accordance with detail raised in written representations, it is considered reasonable to require formal commitments by the applicants and successors entitled to commits to a perpetual covenant in the relevant consent order to ensure that the existing services next point out to ensure that the existing whale natural water facility located within plots 417 be in a proper is not adversely impacted and that underground operators together with the Dish Network will be duly maintained with a rights in the

future for the owners and or occupiers of it or proper to enter onto the subject land for upkeep and or to undertake remedial repair works at the applicant's cost reasonably incurred in the event of this not promptly being actioned on notice.

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Given that the natural water facility is such a significant resource supplying retain property via the existing underground drainage and open ditch network.

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My next point applies to screening and in the issue specific hearing, the three I remarked on concerns regarding effective screening. With such concerns being enhanced from the detail learned during the accompanied site inspection. As regards the elevation, the ground level to the substation compound being increased at its northern side to over 4.5 meters. And then, depending on the type of substation selected, the tallest structure ranging from 11.5 to 15 metres in height therefrom.

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Subsequent to that hearing, of course, the following has occurred photo montage images portraying the visual effects from being or have been released in the documents. Reference four points two dated 32 January at deadline for from the detail, it is clear that the visual screening, even when the trees are in full leaf at 15, is significantly inadequate regardless of whether an ace or gas substation is selected. Moreover, there are no images showing what the visual impact would be during the winter.

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Wall Street sell of 2.1.3 of the updated on or early on early. An advance plan thing for the onsite substation is welcomed in principle. This is on the basis there is confirmation that such planting shall not take place as part of temporary possession arrangements. This is again, something I need clarification on. Forgive me, and until there is project funding and completion of voluntary agreements in respect of the on site substation, nothing

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on the base is stated previously. Next point it is consider there is a requirements for surety by means of a perpetual ongoing screening Maintenance obligation. A screening will be located on the proposed acquisition land and whilst item nine, schedule two of the draft global consent order is noted, there remains concern as to what formal obligations will exist after year five for aftercare, including maintenance replacement or damage to disease trees as referred to in the previous issue specific hearing.

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Accordingly, an ongoing perpetual obligation in this regard is considered as a necessity for inclusion in please in the development consent order.

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There are other concerns on, for instance, drainage, boundary maintenance obligations, etc., and access, particularly via the platform on six. As we've discussed, as we've as you've raised previously, sir, or as you've mentioned previously, which have been raised in my written representations of the 24th of October 2022 and the Court The interpret will not require to be repeated today.

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The next item applies to

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particularly

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the area referred to as works 30 part of the plot. 417. Again, there has been some significant discussion on this and with remarks made earlier today

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with that particular area equating to 11.95 acres being 8% of our clients feel like a cultural unit. This is, of course, for the temporary contact.

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Those representing the examining body will appreciate that it has already been referred to on behalf of the applicant. The detail of Section 112a of the Planning Act 2008, which I do not propose to repeat,

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but accordingly the associated area to be required needs to be proportionate by which is no more than is reasonably required for the purpose of the development.

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In this regard, as stated in the issue specific hearing three those who were at the company's sites inspection have been or will be aware what when. So about when asked. No justification was provided for the need to have lasting possession of the temporary construction compound area referred to in figure two to the lamp after the development completion. You'll recall the answer received was that its subsequent requirement is uncertain, which was mentioned in the previous hearing, begs the question as to the legitimate justification for its permanent acquisition, the public interest.

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This is, amongst other concerns previously raised in issues specific hearings. Three as to justification put forward for the extent of productive agricultural land sought to be acquired for the onsite substation.

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In addition, the examining authority will be aware of my comments and issue specific hearing. Three on the applicant's attempts to justify legitimized mitigation and biodiversity enhancements, which appear to be significantly beyond what is deemed necessary to deliver the proposed substation developments. Referencing Mr. Falcon's comments earlier in the hearing, the fact there is no current requirements in Wales to quantify the amount of biodiversity gain in Wales by means of a metric should not result in the opportunity to take advantage of this lack of regulation

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to then disadvantage or balance all the requirements for food production security.

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Whilst much of the habitat at the proposed onshore substation site have been earmarked for biodiversity enhancements. From the applicant's own assessment, existing mitigation works already to deliver biodiversity gains.

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Accordingly, it is uncertain why the additional enhancements are needed and why they are needed to be undertaken. Well, be it. We've heard the previous remarks around the proposed substation site are not somewhere else. As mentioned previously in the former hearing, for instance, why couldn't they be accommodated at the Clwyd Estuary Local Wildlife site? Given that the intended scheme is impacting the same

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reference to optionality by Ms.. Colebrook merely appears, please excuse the pun, to seek to up the opportunity to hedge one's bets.

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Furthermore, the supplemental reference to the extent of land at plots 416 and 417 being necessary for the scheme to be policy requirements is questioned. Whilst the requirements for biodiversity gains, as noted, are not disputed, it is the extent of the same as what is considered to be disproportionate and beyond what is reasonably required. Mr. Owen refers to the opportunities to be explored. Our concern is does that instead lead to exploitation

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of a farm?

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Forgive me.

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Also, whilst the significant supply to certain designated areas I noted is not recognised in Wales, some of the protected species mentioned, such as the great question, are in fact widely distributed.

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As an absurd set aside, many here will be aware that pursuant to Brexit it's understood that in England there are ongoing proposals from the Nature Recovery Green Paper to amend the list of designated species.

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We have also I also mentioned previously in the previous hearing to regarding concerns on the whole on matters relating to species, to species, rich grassland and lowland meadow that is planned but is not replacing impacted existing habitats but creating new habitats.

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And the majority of the fields in the farm are improved grassland. If the species rich grassland was not there before. Whilst there may be some foundation for a slight uplift. Uplift. Why so much?

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Moving on to temporary possession, if I may,

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for completeness. Again, possibly not today. But could the examining authority, could I respectfully ask something without you, please, to clarify as to the potential applications to trees in respect of plots 416 and 417. Am I correct in interpreting that they will not be impacted by temporary possession rights as provided for in Article 27?

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I'm particularly concerned that, bearing in mind the undertaker must pay compensation to the owners occupiers of land on which temporary possession is taken for any loss or damage. But not as far as I understand, at the instigation of temporary possession in respect of acquisition.

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Those are my comments to write for for now. Thank you.

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Thank you, Mr. Bibby. Firstly, this clarify point on this additional 30 hectares of land that was mentioned previously, is that land the final proper farm or is it land that they lease out to other farmers?

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This is the land that Mr. Lease.

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That was the question.

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Yes, this is land that is adjacent and is under a tenancy benefiting the owners or one of one of the owners of being proper.

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So.

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So it is.

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Someone else, London broker, Dutch or tenants on the land? That's right.

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And that is why it's so important for there to be access by the bridleway maintained in order to be able to

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to to to access that this this adjacent parcel.

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Okay. That this land is not is what I found suitable for

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this land is not included in the circa 60 hectares of land that was mentioned in your this is this additional.

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This this is not freehold land. No this is this is land that is adjacent, which is, which is tenanted and it is not of the same versatility of quality as the land, which this applies to below proper.

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Okay. Thank you for clarifying that. Mr. Dunne, did you want to say something on that?

00:24:24:28 - 00:24:58:04

So it is done on behalf of the applicant. We're happy to respond to some or all of those points, if that would be helpful. With probably without going through it quite as much as we did this morning and some of the terms of some of those justifications. Just a quick point from me. My understanding from the agricultural land classification maps is that actually an appreciating, it's a pretty blunt tool, but that the land classification of that land is the same as the land classification within the substation site.

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So it's both. I think it's three B that land and the land and the substation site I think has now been identified as being three B as well as up. That's certainly my understanding.

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May I respond, if I may?

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Yes.

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I think if you recall, I sort of made comments the issue specific clearing to

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query, which has been in my mind as to the accuracy of the agricultural land classification plan in comparison to what was shown in the 1960s. For the majority, if not all of the land have been or proper. The freehold land was classified at that time in the late 1960s as grade two,

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and now the majority is grade three, with parts being grade three B, So it's been downgraded, which I find quite astonishing.

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Bearing in mind that the majority of agricultural land since the 1960s has benefited from granted to improve food production, and therefore you would have expected it to be in the the other way. So I don't really understand why it has been downgraded and therefore because of that query, I'm not too sure if it is that accurate to be able to rely on those on that particular classification. The other thing is that the land, the tenanted lands stone refers to is actually

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former parkland.

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This of more has also parts of it has also got historic historical connotations in that it was used during the First World War for practice with regard to trench warfare because of the locally located Kimmel

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military grant

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site. And so it has physical limitations

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and its versatility is also more restricted with regard to protected capacity. So therefore that's why I'm making particular reference to the quality not being consistent with an applicable to penal proper.

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Also, the tenanted land, there's no guarantee for how long that tenanted land would be available

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so that even though it is tenanted land and it's land that's been used by the family, it's not freehold property.

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Okay. So I was going to ask if reporters had come back on any of that. You've already said that you're willing to do anything orally now, or is it something that you are wanting to put in writing later?

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It may be helpful to cover.

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The half the applicant. There was quite a lot covered and it was quite wide ranging. And I'm obviously king that we respond to those points that we can respond to, particularly given sort of the submissions we've made this morning and that we don't sort of park this. I think, you know, Mr. Bibby needs a response to the points these make or bit. We have, I think, responded properly, come back and forwards on this quite a few times. So if, if we work on the basis there might be a bit of shuffling around in terms of me working out who's the best person to answer those various questions.

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And, and if there's anything that we feel at this stage that actually we haven't got the information or that it could do with a sort of more detailed and perhaps less off the cuff response from me in terms of then we'll park those and come back to them as necessary and offer in our responses.

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If that's yeah, that sounds reasonable.

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And just the final point on that land classification point, and it is an interesting one and it's it's it's very interesting to know around the sort of the the

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lower grading of that land. Mr. Bibby will probably be aware that we have done a survey of the of the main substation site that was provided to government which has actually confirmed that that's now three B that land most of the substation site instead of three. And so the Welsh Government, as you'll be aware, and that was a that was a site in that that was a detailed proper site survey as opposed to relying on the classification. So just worth knowing that that is now in terms of the actual quality of the land and three B support.

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And did you want to add that you're nodding at me, Did you want to add anything else on that?

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No, no. Just to say the results of that survey have been submitted to examination and the Welsh Government have confirmed their acceptance of that, those survey results.

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So if I come back on those some of those.

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And I can I just forgive me for what you're doing.

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Mr. Bibby, would you like to say something on that.

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If I may just ask for a copy of that particular report.

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And and

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yes, it's been put into the examination. We can probably dig out the reference. It was been put in as part of the documents to the examination. Sure. Thank you.

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Hard copy. I'm just. Look, I'm.

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Just into the document number that is here.

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Thank you very much. I'm just more astounded now than I was previously. I must admit, to be honest with you, it's been downgraded so much. But anyway, thank you very much.

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So I might need to work backwards in terms of of the points that we can are the points that we would pick up on. I think you asked a question around a temporary possession and temporary possession of the freehold plots it.

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Those. If compulsory acquisition is needed to secure the rights necessary in respect of those freehold plots. So if an agreement hasn't been reached with the landowners, then it wouldn't be entering on temporary possession with those plots. It would be exercising the right to acquire and would go on effectively to acquire those those areas of land. So it wouldn't be

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that would be the process rather than effectively entering under temporary possession and then working through as is the same point for the cable corridor.

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So that's that point, I hope.

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Do we want to? Pick up on. Sorry, I'm going to jump around. Just in terms of the things that I can I can probably respond to and then others can pick up later. I'm pleased to hear that, that your clients don't have any issue in principle with the proposed development. That's

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very helpful

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in terms of those points around continuing negotiation. And I think they would be the first set of points you raised about

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how can how can parties be sure that the. The applicant will continue to negotiate, to seek to negotiate with the parties? I think the fundamental principle that sits behind that is is that it's in both. The applicant and those third parties interests to reach agreement wherever possible. In terms of the in

terms of getting access to the land and actually exercising compulsory acquisition powers and having to rely on those compulsory acquisition powers is not in the party's interest.

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Mr. Bibby, be aware that if compulsory acquisition is taken and sought, then

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certainly the. The sorts of flexibility that exist in relation to being able to reach a negotiated agreement. Don't exist. It's a much blunter cruder tool effectively to exercise the rights that are needed. And it involves a cost and time on the applicant side that they would far rather not need to not need to be doing. And ultimately, I think for both parties, a negotiated settlement from a from a landowner perspective is much more likely to be

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so carefully favourable than having to rely on compulsory purchase compensation for where effectively it is. The

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there's far stricter approach in terms of of what that compensation interest would be and values to their. I think it's also important to note and and Mr. Lease will explain in his experience, but

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the applicant has on both of the recent projects that it has been involved in delivering

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secured voluntary agreements with almost every single land interest that it was able to. Prior to commencing development. So the examples the Triton Oil Electrical System project which was.

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It was 110 kilometres of cabling in total, 60 offshore and 40 onshore. So a very, very long onshore cable route. Agreements were reached with all landowners before, so there was before the compulsory acquisition of sorry, before work started. So there were voluntary agreements in place and it can be a very important element prior to the financial investment decision to know that those rights effectively have been secured. And also a similar project that I was involved with in respect of the Sofia Offshore Wind Farm.

00:35:03:19 - 00:35:39:27

Again, a complicated project where actually what we were talking about earlier, it was a it was a DCO that was drafted where actually you couldn't go in under temporary possession and you had to secure those rights permanently before any any construction could start because of the way the DCO had been drafted. Again, all but one landowner who really didn't want to reach agreement that agreements were reached. So there is a very strong drive from the developer side, from the applicant side to make sure that those agreements are in place, because ultimately it is in everybody's interests to be able to secure that.

00:35:40:13 - 00:35:43:19

Mr. Lease, I don't know if you want to add from your experience.

00:35:43:28 - 00:36:16:19

Yeah, please. I'm of the opinion and echo Mrs. Dunn's sentiments entirely. You know, a lot of blood, sweat, tears, time, money, effort goes into negotiating these agreements. And for that to fall away at the close of examination or at the point consent would would be a lot of time. Money expense is

ultimately wasted in my personal experience. Are the clients that are on the East coast in negotiations have continued and indeed just finalising options.

00:36:17:00 - 00:36:43:17

So several months after consent granted on another DCO and with Jowers subsisting as well, I'm not one, you know, in spite of those potential barriers to or issues arising as a result of those issues, the negotiations have continued and options are being signed as we speak. So, you know, echoing Mr. Dunn's sentiments, those negotiations will continue as it is in the best interests of all parties.

00:36:47:11 - 00:36:48:07

Thank you, Mr. Lee.

00:36:51:21 - 00:37:25:20

I think I'm going to park discussion on the voluntary agreements at this stage that clearly negotiations between the parties and I'm not sure it's it's helpful or actually very appropriate to be discussing those here. If Mr. Beebe would like a response from us, we'll do that in writing. But I don't want to do that off the cuff here. And again, I do question whether they're particularly relevant to the considerations. There's clearly negotiations ongoing, which is what's important from the from the examining authorities perspective to know that we are we are in discussions and are seeking to reach an agreement.

00:37:26:11 - 00:37:35:19

That agreement will ultimately need to be on terms that are reasonable to both parties. And. And we will continue to negotiate on that basis.

00:37:38:00 - 00:38:08:29

There was discussion around effective screening, and I'm planting all I can reiterate there is, is the commitment, the clear recognition from the applicant regarding the impact of these works on final broker. We talked about it in detail at the. Issue specific hearing three as you mentioned, and the importance of effective screening and landscaping from that property to the substation site.

00:38:10:13 - 00:38:30:18

Those matters are secured within. Obviously, again saying it's an outline plan. It isn't a detail plan but this the screening of Pheno proper as part of that is a key element of that plan and clearly maintaining that that screening in place will be important. Those matters are now set out in the.

00:38:32:17 - 00:38:34:06

Sorry, I just need to check something.

00:38:45:22 - 00:39:21:25

Fulcrum on behalf of the applicant. Yeah. Just to provide an update to a couple of the documents since the hearings before Christmas. The Design Principles document now includes a description of a design guide that will be consulted upon, which will set out the emerging design for the substation. When included in that, the proposals for landscaping, and that will include a consultation exercise with local residents, landowners and the local authority. So that would be an opportunity to feed in comments around the mix of species for screening.

00:39:21:27 - 00:40:03:27

Picking up your your comments about about coniferous trees. So that would be an opportunity for that that consultation exercise to take place before details will be submitted to the membership for approval, which would itself be another opportunity to provide consultation on the consultation responses on the on the on the screening proposals. And that's now been included in a later iteration of the Design Principles document, which was submitted at deadline five. There's also been an update to

the outline lamp to include a section committing to there being proposals for long term maintenance and management of landscape planting within the final lamp.

00:40:04:28 - 00:40:14:15

So that outline documents been updated to make it clear that the final version will include those long term maintenance and management proposals that you you picked up on

00:40:16:14 - 00:40:18:14

complaints. Be there. Yes. I just.

00:40:18:26 - 00:40:23:22

Think you could give me an indication as to when this consultation is proposed to take place.

00:40:25:24 - 00:40:35:28

As part of the design guide. It would be it would be post consent being given, but it would be posed as the design for the substation.

00:40:38:15 - 00:40:58:24

It's developed. So it wouldn't be the final detailed design, but it would give an opportunity for landowners and residents to see the emergence of that design. So it would pick up the principles that are in the design principles document and expand on those. So it would be almost an interim stage between

00:41:01:14 - 00:41:07:20

where we are now and and full details be submitted to them for approval.

00:41:10:02 - 00:41:22:25

Thank you. And if I may, just continue just to ask, with regard to the points you made on the updates of the of the lamp, and does it mention specifically for how long the aftercare would play?

00:41:25:27 - 00:41:29:06

It doesn't, but it does say that proposals will be put in place.

00:41:31:11 - 00:41:38:17

And I believe I'll take refers to for the operational lifetime of the of the project.

00:41:39:29 - 00:41:45:10

Does that also cover decommissioning until until decommissioning takes place?

00:41:47:07 - 00:41:57:09

Forgive me, there is a section on decommissioning, but I'm afraid it slips me as to what that says. That was something else that was put in in terms of the details for decommissioning will be

00:41:58:24 - 00:42:05:02

how those will be increased. Could I include that in the later responses and in the interim?

00:42:05:21 - 00:42:06:21

So please do.

00:42:08:01 - 00:42:42:16

So, listen, on behalf of the applicant, we'll do all of that together and put those clear references in so that Mr. Bibby can check those as we as in our post submission responses. I think the last point is

really just to kind of wrap up on in respect of the requirement for the whole of plot 417 in terms of the need for that land for the purposes of the development.

00:42:43:29 - 00:42:44:14

I'm not.

00:42:46:01 - 00:43:10:27

Clear who would have said on the site visit that the use of what number 38 was uncertain. But certainly we have made it absolutely clear that the use of that land is not uncertain at this stage. We've explained the position in respect to the outline plan and you've heard extensively as to why. From both the landscaping and an ecological

00:43:12:15 - 00:43:22:28

aspect that land has opportunity and the potential to be included within the final landscaping and ecological

00:43:26:02 - 00:43:58:07

elements that will be part of the substation in terms of why it's here and why it isn't done at the Claridge. Again, I think we've answered that pretty comprehensively and it's supported by policy. There is an opportunity here to deliver that enhancement, to create that connectivity and to deliver the enhancement that is needed and the compensation that is needed as a result of the works that are taking place not only on this site but elsewhere.

00:43:58:18 - 00:44:11:07

And they had this site. This site offers great opportunity. And I think in accordance with the policy that we've been discussing, it is important that that is delivered.

00:44:13:17 - 00:44:40:18

Acquiring further land at the rate it would acquire further land at the rate there is no question, you know, that hasn't been considered in terms of its suitability at this stage. And really it is the ability to deliver that biodiversity benefit and enhancement that is required by policy. That is why this this. The site is as it is and why it is being provided on this site and not elsewhere.

00:44:41:26 - 00:44:44:24

Okay. Thank you. I think that is a point about the well as well. And

00:44:46:18 - 00:44:50:00

I don't know if you want to respond to that now or later.

00:44:50:27 - 00:44:55:04

So let's start on behalf of that and I think will respond to that point in writing.

00:45:02:09 - 00:45:10:26

Probably is about the same as to say that it's not a portable supply and is only used for the serving of livestock buildings, as far as I'm aware.

00:45:14:27 - 00:45:30:28

Irrespective of that, it is a significant supply, even though it's not possible. It's and I've obviously there's been no reference to it being possible. It is, but it is a significant source of natural water for the retained property and for livestock use.

00:45:32:19 - 00:45:43:00

Okay. Thank you. I think just one of the point was enabling works and how you talk about indemnities, is that the thing you'd want to respond to in writing your critique? Briefly mentioned something here.

00:45:44:04 - 00:45:47:22

So based on above that I think will respond to that one in writing as well.

00:45:58:12 - 00:46:01:12

Okay. Thank you. I don't have any more questions for you, Mr. Bibby.

00:46:04:26 - 00:46:08:22

Before we move on to the next agenda item. Yes, Mr. DAVIES?

00:46:10:28 - 00:46:12:25

Yes. Please come forward to the front.

00:46:22:15 - 00:46:23:12

I think

00:46:26:17 - 00:46:29:01

that, you know, he can.

00:46:29:17 - 00:46:33:01

Be counted on like everybody

00:46:37:15 - 00:46:38:04

in the world.

00:46:38:06 - 00:46:39:06

But you can't just

00:46:40:24 - 00:46:41:09

let.

00:46:41:26 - 00:46:44:00

Them go. Hey, I'm no good. Oh.

00:46:46:11 - 00:47:20:23

I. Oh, and shall we say. Well, shall we come right with you? Yeah, I can feel it. And I'm sure that there are numerous. You're at the mercy of any cuddly male. I'm protected until the racecourse dangles near the lonely walls. And they do breath across sky where I can all be Rugby. I've said women don't come and come with on the sky. They'd married much, said the Good Wife and Courtney Pink Punk have.

00:47:21:07 - 00:47:26:14

I do good work. I even don't all yet much happier on the case she can accompany.

00:47:28:04 - 00:47:28:19

Have it.

00:47:33:29 - 00:47:38:25

Is it specifically in relation to like compulsory acquisition or temporary possession

00:47:41:13 - 00:47:42:17
whereby exhaust First of.

00:47:42:19 - 00:47:43:09
All, yeah,

00:47:44:26 - 00:47:47:12
we should be talking about all of any work on this.

00:47:49:29 - 00:47:55:27
I'm with you so. And I'm a sleeper cell blind in China. Rupert have is tuned to me.

00:47:56:03 - 00:48:04:07
Yeah okay that's so I think your interest is in plot for 20 which is the plots in front of the houses that the front of your property.

00:48:04:09 - 00:48:07:27
So yeah okay so the amount through through the next year come out.

00:48:08:03 - 00:48:09:29
Yes, of course. Of course.

00:48:10:11 - 00:48:10:26
Don't.

00:48:15:28 - 00:48:20:27
And her specialty cocktail the original plate

00:48:23:02 - 00:48:25:09
iconic medal but you know have it.

00:48:26:24 - 00:48:31:27
And so initially what's a question that is you've got the trochanter

00:48:33:29 - 00:48:35:04
within the.

00:48:38:24 - 00:48:48:06
My patient and the patient. Kaleka needed the right of line attack. I got the lines, actually pictured line, the tie

00:48:50:02 - 00:49:07:19
and tyranny. And every long line that we thought I see this at ABC board or Citizen Hassan or call either guide directly to Zimbabwe street Iran they didn't know the area and their first visit to Cronulla.

00:49:11:06 - 00:49:17:05
My basement of line nativism and dumb line our AK AK on plane only

00:49:18:21 - 00:49:19:26
can you ever know Brock for

00:49:21:12 - 00:49:23:18

I mean the hand to

00:49:25:14 - 00:49:42:12

God look that is actually an even higher size statement that Martin had but he and W with even more knowledge. I trust North Korea to do that. They would accuse the devil on the I'm with

00:49:44:03 - 00:50:01:21

that you claim what we seek at the skate bar items appeared not to have a copy of my never to have it the number I cannot tell them my arc around that I walked off of it.

00:50:03:14 - 00:50:13:00

Manhattan Hayek, your own book company about hidden accosted them line that they were under there any great unlimited that can was just another event.

00:50:15:00 - 00:50:48:15

This is my benefit well for no hole where you go women who show up on arrested in the inner city call you Roy and are not be on the day Oh they never said pick out a card in their near are stolen on a diet on a mother with a diet and any of it alone would you Kelly for both your ear canal lots of them up with some big

00:50:50:15 - 00:51:23:10

antennae Anyway keep it one at the Muppet issue of interior. Well, the important that ensure that we report the law and get to use your book why he go against the chip line in tiny uni with four vastly acquired more half a motorway mile. Then let me your faith pitch I tell you it was great in tower over Nevada. Chairman Sure. On that initial prayer, Philadelphia a contract

00:51:25:08 - 00:51:47:07

with pre-show regiment are interviewing an older bin mom and young widow sublet Achi or Roco, whom then told him that only a compensation in the only in a sample left at the internet and naturally on later you are squarely connected to a mine. I don't mean that the threat of Sky.

00:51:51:22 - 00:52:19:04

Man what you saw on her bed. A raccoon. You see, we can only put on a clip of definitely not in Charlottesville up on that show on. Although not the largest. Get a new way for us to revalidate the idea that you are a heroine in a nutshell. The subject you generally not only

00:52:21:06 - 00:52:56:27

have to be ready to commit a problem for skilled in birth and kid to call each officer and have us, you have them be matched with updating us thoroughly and see the birth and medical scores involved in a continual manner. One good friend at beer supply where in a Nazi era underground facilities or the immediate manual you go to Annette be a sublet. Bogart Dear quarterback in the blind the gymnasium of the case.

00:52:56:29 - 00:53:00:24

Your custodian of a net. Yes. Here you go. Hello.

00:53:05:00 - 00:53:09:15

Thank you very much for that. For the optical lights. Respond any of those points made.

00:53:14:03 - 00:53:24:29

So it is done on behalf of the applicant. I think the first point to make is in the context of the discussion today, these are

00:53:27:07 - 00:53:56:26

in respect of of compulsory acquisition and the scope of that compulsory acquisition. I'd suggest that these aren't matters that are directly relevant to those two points that we've been considering today. And in respect of the of the points around the properties and Glasgow Road and Blight. I think I think we've made the position clear in respect of of how we see that system operating.

00:53:58:19 - 00:54:34:27

And I think in respect these, these are similar points, I think to the points that Mr. DAVIES raised at the hearing back in December. And the applicant did respond in writing to Mr. DAVIES following that hearing, providing detailed information as he had requested around around site selection and why the site had been chosen. And we've obviously heard information today or more information today regarding the landscaping and ecological mitigation proposals.

00:54:35:07 - 00:55:09:22

So I'm not I'm not sure there's much more to say, to be honest, in response to the points that have been raised. It's certainly that the applicant's been been working with Denbighshire County Council in respect of of planning matters because these are effectively planning matters, I would suggest, and it's certainly not recorded in this statement of Common Ground with Denbighshire City Council, that they have an objection to the siting of the substation.

00:55:09:24 - 00:55:12:26

So I'll just probably leave it there. Thank you.

00:55:13:23 - 00:55:18:28

Okay. Thank you very much for that. You may want to respond in writing as well to the points raised today.

00:55:19:23 - 00:55:20:08

Thank you, sir.

00:55:26:21 - 00:55:52:17

Mr. Bibby just not wanting to stray on Mr. Davis comments that. But I wonder whether Mr. Davis would want to ask whether the applicants could explain if there is any potential for compensation or. DEPASQUALE of the Ultimate Compensation Act pursuant to the developments in respect of residential property where look where no land is taken. I'll leave that to Mr. Davis to ask.

00:55:53:27 - 00:55:54:26

You about

00:55:58:21 - 00:56:16:26

the authority. Mr. Bibby. I'm gonna let all the other Pandora slip away and shout out. That's really the of Mahoney, we have to say, away from a neighbourhood or small bazaar in a tight little league

00:56:18:15 - 00:56:24:24

young girl. But that affects me with the lady on the street.

00:56:30:11 - 00:56:39:08

Mrs. Dundas, you respond to that? I think you may have to respond to that already earlier, but if you'd like to briefly set out your position again.

00:56:39:14 - 00:57:04:14

So it is done on behalf of the applicant. It's the same point as we made earlier in respect of a potential Category three claimant Where where land hasn't been taken, there's the potential for compensation as a result of nuisance caused either by the construction or the operation of works. As I've explained previously, it's certainly at the conclusions of the environmental impact assessment

00:57:06:07 - 00:57:40:20

and the various protection measures and codes of construction practice and methods. Statements that will be in place are certainly anticipating that there won't be significant effects on residents as a result of that, and therefore we're not expecting any Category three claims. But clearly, if there is a basis for a category like Category three claim as a result of either the construction or the operation of works, then it would be within the ability of those landowners to be able to make that claim.

00:57:42:23 - 00:57:43:23

Okay. Thank you very much.

00:57:54:20 - 00:58:02:23

Okay. Before we move on to agenda item five, can I just confirm that there's nobody else there with the interests of party affected parties who wish to speak?

00:58:06:26 - 00:58:16:02

I can't saying no hands raised virtually either. So in that case, we'll move on to agenda item five, which is statutory undertakers.

00:58:20:06 - 00:58:37:00

Before we ourselves can summarize any outstanding matters with substance seekers, is it the applicant's understanding that negotiations with ESP Management PLC are complete and there are no outstanding objections from the statutory undertaker in respect of prospective provisions?

00:58:41:06 - 00:58:55:23

Mr. James. On behalf of the applicant, yes, that's correct. And the Protect provisions have been agreed as far as we understand and we're hoping to submit a letter of come first or a joint statement at the next deadline to confirm that.

00:58:56:14 - 00:59:05:19

Okay. Thank you. I was going to say, are you aware of whether ESP MONEYWEB intends to withdraw his objection or are you able to follow it up with if if you're not aware?

00:59:06:26 - 00:59:09:20

James, on behalf of the market, yes. That's something we'll follow up with.

00:59:12:23 - 00:59:31:22

Okay. Thank you. So that case could come up to complete summarise any outstanding matters arising from representations by such thrill seekers, including Network Rail, National Grid Company, Welsh Water, North Oil, Wind Farm, Real Flats, Wind Farm, please.

00:59:32:01 - 01:00:21:23

So list on on behalf of the applicant. Just a point to make in respect of North Hoyle and Rural Flats. Our understanding was that North Hall and Real flats would be attending tomorrow and the people were happy to give a sort of summary of where we've got to. But in terms of any kind of detailed discussions about the issues that have been raised. The relevant person from our team is attending tomorrow because we had understood that that was when there would potentially be discussion around that, principally because in terms of compulsory acquisition and compulsory acquisition, we're

not compulsorily acquiring anything from Mill flats or North Pole and therefore they don't automatically fall within within this category.

01:00:22:01 - 01:00:46:10

And, and the Section 127 we consider doesn't apply to them. So so we are prepared to talk to those matters tomorrow. I appreciate the Mr. Grech is on the call today. So happy to give a bit of an update. But in terms of getting into any detailed discussions around that, we'd ask that that's done tomorrow just because we've then got the relevant people here.

01:00:48:03 - 01:00:53:23

Okay. Could I could I just ask Mr. Gregg, if you're intending to come to the hearing tomorrow?

01:00:57:09 - 01:01:01:13

And this presents a little difficulty, sir, because I think

01:01:03:09 - 01:01:20:08

we had originally to the tomorrow we were asked to attend the hearing today instead on the basis that if we did that, then then the issues that relate to North Oil and will.

01:01:22:11 - 01:01:32:16

Wouldn't come up tomorrow. So I must confess, I just assumed that the same request had been made to the. The applicants and their representatives.

01:01:35:02 - 01:01:44:09

Yeah. Okay, So we did invite North Oil and Roll flats, and it's on the agenda for it to be discussed today as well.

01:01:46:10 - 01:01:55:29

Are you available, Mr. Grech, to come tomorrow if you're not content with anything that we discuss about North oil and real floods today?

01:01:56:29 - 01:02:04:12

Well, the Lions are obviously it means that we have interfered twice as opposed to once, which obviously is.

01:02:06:25 - 01:02:23:05

Not ideal. And I think the personnel was the people that made arrangements to come along today. And as opposed to tomorrow. What? I don't know. No. What situation is the availability for tomorrow?

01:02:24:08 - 01:02:27:26

Okay. Well, let's see how it goes today, this afternoon.

01:02:29:28 - 01:02:34:17

And if there's anything we need to follow up with tomorrow, then we can. Yes.

01:02:35:02 - 01:03:09:06

Yes. Can I suggest that Les Dunlop, the applicant, that perhaps we deal with the other statutory undertakers now and then we can have a discussion to see what we can discuss while Mr. Grech and others are here. And then see how we go with that. It was just we'd understood, and I think from the Planning Inspectorate that North Holland Road Flats were going to be attending tomorrow. So we had arranged everything around their attendance tomorrow and what made aware that they were going to be attending today as well.

01:03:09:08 - 01:03:20:19

So we had planned everything around and been in attendance tomorrow. So I think it's possibly just been a miscommunication, but I'm happy to deal with it as far as we can. Okay. If that's helpful.

01:03:21:07 - 01:03:26:06

And so just did you it's on the agenda that we were under agenda item five.

01:03:27:21 - 01:03:29:13

It mentions north oil and real floods.

01:03:29:25 - 01:04:02:15

So we did note that. But given that, as I said at the outset, neither north hole or row flats have land or interests that are being acquired by the applicant because we can't compulsorily acquire any land or interests offshore. And it's all managed through the Crown estate. We had thought that whilst you were interested in that the focus would not be much more be in respect of the drafting of the DCO, which are matters that are going to be dealt with tomorrow.

01:04:03:25 - 01:04:05:13

Okay. Apologies for that. That would.

01:04:05:17 - 01:04:14:01

Be okay. Okay. Well, let's see where we get to today. So in case in that case, I would like to start with perhaps Network Rail.

01:04:16:26 - 01:04:54:29

Bill James, on behalf of the applicant. So the applicant and Network Rail are continuing active discussions in relation to the protective provisions. So the late two sets of comments were provided to Network Rail on the 20th of February 2023, and our response to these comments is expected this week. There are still some minor outstanding points being discussed between the parties and as part of the negotiations, the applicant has had regard to other discos, including Norfolk, Boreas and Hornsea three.

01:04:56:06 - 01:05:14:02

So these areas, along with other recent discos, have been used as reference points during the negotiations and on the basis that the outstanding points are relatively minor and the applicant does anticipate that the Protect provisions could be agreed before the end of the examination.

01:05:15:22 - 01:05:38:06

The upgrade to Network Rail will continue to actively negotiate the protective provisions, whether to reach an agreement. However, if no agreement is reached before the end of the examination, the applicant will submit its preferred sector piece and continue to try and negotiate to reach an agreement. After the close examination if necessary.

01:05:39:16 - 01:05:40:11

Okay. So.

01:05:42:08 - 01:06:05:20

If agreements are reached. We have two sets of prospective provisions. Is it not up to the examining authority to put forward the ones the recommendation? Recommended ones to the Secretary of State rather than sorts of negotiations continuing? Or do we just say to sectors say these are not agreed. Therefore,

01:06:08:10 - 01:06:10:08

you need to go back and seek the views of the parties.

01:06:10:27 - 01:06:28:20

So it is done on behalf of the applicant. In my experience, despite the best will of all the parties, it's not uncommon for protective provisions not to be agreed by the end of examination. I think all parties try and ensure that that's the case, but it's not uncommon for that not to happen.

01:06:30:19 - 01:07:15:14

I can't advise you on what you need to write to the Secretary of State in terms of writing in the the version of the DCO. But what would normally happen is that at the end of the examination there'd be a statement between the parties as to where things have got to. The applicant will include its preferred protected provisions in the DCO so that those are those are effectively on record. And I can assure you that there will be an awful lot of running around behind the scenes whilst you're writing your recommendation report to try and get those protective provisions agreed, such that that can then be reported to the Secretary of State who will then take them into account in terms of the final DCO that's being issued.

01:07:15:16 - 01:07:16:01

So

01:07:18:03 - 01:07:50:09

all parties are doing everything they can. I think it's just understanding that if for whatever reason that isn't possible, then there's all sorts of reasons why that isn't possible, that those negotiations, negotiations will continue and we'll continue to update the Secretary of State. I suspect if we haven't written to the Secretary of State once, effectively your recommendation report is passed over. There'll be a request from the Secretary of State for both parties to update him or her on the position.

01:07:50:11 - 01:07:59:09

And then that will again be a very active focus on trying to get those agreed before the secretary of State issues his or her decision.

01:08:01:00 - 01:08:06:00

Okay. But you feel confident that you will reach agreement by the end of the examination.

01:08:07:11 - 01:08:10:26

So we are doing everything we can to try and reach that position.

01:08:12:20 - 01:08:31:26

Okay. What are the main sticking points? Because I've got two sets of protective provisions. Was your DCI one? Let's work real food. Three differences. You know, what is it about lines that you are not happy with seeing as they have? Actually, they seem to have been used in other decades.

01:08:33:26 - 01:08:58:00

Mel James On behalf of the applicant. And so there are just a couple of points in relation to the extent of the expenses provision and also compliance with our clear rules, conditions and standards set by Network Rail. And generally we are down to the last few points. And so it is hoped that an agreement could be reached before the end of the examination.

01:08:59:18 - 01:09:00:17

Okay. Thank you.

01:09:02:22 - 01:09:08:19

National Grid. Now we have the additional submission yesterday. Yeah,

01:09:10:21 - 01:09:12:00

you may want to address that as well.

01:09:12:03 - 01:09:32:09

So, yes, it is done on behalf of the applicant. We are aware of that representation in submission as it was provided to us, which was which was very helpful in respect of National Grid. We have been and are in detailed discussions with National Grid, and that is not only a

01:09:34:02 - 01:09:47:23

lawyer to lawyer in terms of the drafting of the protected provisions, but engineers to engineers in order to understand the potential interactions of the works. And you will appreciate that this isn't a

01:09:50:06 - 01:10:28:24

usual position in respect of National Grid, in that we're not dealing with a situation where there are fixed national grid assets that we are potentially working in proximity to, where there are some pretty standard protected provisions. But in light of the proposed works at the border within substation, there's a greater degree of complexity regarding regarding the position. There's no disagreement between the parties in relation to the sort of standard protective provisions that would apply in relation to works in proximity to national Grid.

01:10:28:26 - 01:11:10:15

So in the absence of at the border with an extension works, we pretty much be there in terms of what we were looking at. And part of the challenge is. The stage at which those works are and the certainty as to where they are and how they're coming forward in respect of the original application. The key principle that we're trying to capture is that both parties can deliver their works. So for our limb, all that means that the project can deliver its works within the order limit and the order land as set out in the application, which we think is a reasonable position to take.

01:11:11:24 - 01:11:43:02

National Grid are concerned to ensure that their works can be delivered and recognised that, as they mentioned in their statement, that they're delivering works on behalf of a number of parties that are really more fundamental, that we can deliver what works. And that's being slightly challenging as the applications that they will need to make have not yet been formalized and no necessary applications have been made so that there's a degree of conceptual discussions as well as practical considerations.

01:11:43:20 - 01:11:56:08

We are continuing to discuss. There were very active negotiations going on and we are drawing the engineers back in again to those discussions to make sure we can try and make the best progress we can.

01:11:58:10 - 01:12:02:08

And we will continue to keep you updated in respect of that.

01:12:05:07 - 01:12:14:23

Holograph 3.8. So at the present time, the promoter was provided no indication that it agrees to the principle that the provisions are you. When's your next meeting with them?

01:12:15:07 - 01:12:24:00

So we'll be meeting this week. And the the, the disagreement, as I've set out, is to do with

01:12:26:23 - 01:12:53:06

the point that our Ali Moore is seeking to achieve. We have said that we're able to deliver the works that we do. We need to connect international grid within our order limits and the order land as set out in the application because we don't have an opportunity to go back and secure more land or amend what it is we have applied for and we deliberately the application was deliberately drawn very widely that

01:12:54:29 - 01:12:55:14
as many.

01:12:55:29 - 01:12:57:11
Rights there might be.

01:12:57:15 - 01:12:58:00
There.

01:12:58:09 - 01:13:02:05
So you're saying the extension has to occur within the order limits.

01:13:02:24 - 01:13:03:17
So, well.

01:13:03:19 - 01:13:05:03
Where you're going to collect into anyway.

01:13:05:15 - 01:13:38:03
So, so the our understanding is that our order limits will cover the National Grid extension area, and they were deliberately drawn that way to ensure that that the project could connect in at any point that national Grid determined either into the existing substation or the extended substation. So that, as I said, we wouldn't need to go back and reapply or seek a separate compulsory purchase order potentially to be able to deliver those works.

01:13:39:28 - 01:13:50:29
And that's that's what National Grid is saying, as well as they believe that it will be within the order limits. They just were looking for a safeguarded zone within the order limits.

01:13:51:21 - 01:14:09:14
Yes, I think I think the the difference is the extent of the powers National Grid are seeking within the protective provisions and the extent to which there is comfort, that

01:14:11:20 - 01:14:19:10
there is certainty that Hourly Moor will be able to deliver its project within those order limits. I probably should. Can we leave it there?

01:14:19:24 - 01:14:20:09
Okay.

01:14:22:29 - 01:14:26:12
Okay. So you will get more updates on that at the next deadline?

01:14:26:18 - 01:14:27:03
Yes, sir.

01:14:27:26 - 01:14:29:02

Okay. Thank you. And.

01:14:30:29 - 01:14:32:09

The Welsh water.

01:14:34:02 - 01:14:47:04

Polo teams on behalf of the applicant and the applicant and to recovery have now agreed the protective provisions and the agreed that protective provisions will be included in the next version of the draft development consent order.

01:14:59:10 - 01:15:04:00

So you said they've agreed. You're in agreement. There'll be updates at the next DCI.

01:15:04:29 - 01:15:07:03

MG On behalf of the applicant, Yes, that's correct.

01:15:07:05 - 01:15:08:05

Yeah. Okay. Thank you.

01:15:13:11 - 01:15:21:17

Before we move on to North oil and real flats, were there any other updates that you wanted to give? In respect of statutory undertakers?

01:15:23:19 - 01:15:55:13

Michael James On behalf of the applicant and the only other undertaker to update on is Wales and West. We've previously noted that we're in active discussions on a private agreement, but we have had a late request to include a bespoke set of protective provisions for Wales and West, and a draft was sent over to us yesterday on the 27th of February 2023. But on the basis of discussions that we've had, we don't anticipate that there'll be anything problematic and that.

01:15:57:21 - 01:15:59:23

We've had no representations from them either.

01:15:59:28 - 01:16:15:09

No, sir. List on a close up. It's also worth noting that we do have generic protective provisions that would that would cover Wales and West. So what we're looking at is whether anything is needed beyond those standard protective. There's just there's a generic set within the within the DCO.

01:16:22:28 - 01:16:25:18

Okay. I think at this point,

01:16:28:00 - 01:16:31:07

other than Mr. Great, are there any other such and takers

01:16:32:24 - 01:16:35:18

here virtually who wish to speak today?

01:16:41:06 - 01:16:51:10

No, I can't see any hands. So, Mr. Gregg, would you like to speak on behalf of North Oil and real floods? First of all, please.

01:16:52:22 - 01:17:25:16

Thank you, sir. I can probably deal with things reasonably briefly. I think there's obviously been fairly extensive written submissions between the parties on the principle points. And if we deal with real floods first and really split into 2 to 2 areas, there have been quite productive discussions in relation to the bulk of the protective provisions. And I'm conscious that I think that the last set of protected versions that you will have seen will have been back at deadline one.

01:17:26:06 - 01:17:57:04

And things have moved on quite a bit since then. And we received an updated set of protective provisions on Friday. And on other than the issue of weight loss, which I'll come on to in a minute. And discussions are fairly advanced. And I think we're at a stage where from and from from my client's perspective, that we have a couple of issues which we're still considering the to serve provisos.

01:17:57:17 - 01:18:31:27

And just in relation to that, the details of the indemnity provisions. So they are currently with us and we'll be feeding back on those shortly. But other than that, and again, subject to the larger issue of weight loss, and we're not far apart and in relation to the bulk of the protective provisions and whether we have fully agreed in relation to the indemnity or whether there needs to be two sets, as you alluded to later, we'll just need to see.

01:18:31:29 - 01:19:09:13

But we're not too far away. And so that then takes me on the proceeding and on in relation to the issue of weight loss and that that's rather different because obviously you've seen from the from the submissions that the the parties are certainly not of the same mind on this issue. And I don't think there's much point in me going through a long submission in relation to weight loss because I think, as I say, the issues are fairly well ventilated and I think the parties positions are set to fairly clearly and you'll understand and what they are.

01:19:10:08 - 01:19:16:15

And essentially fundamentally, and it comes down to the question of whether

01:19:18:04 - 01:19:52:06

firstly there's a requirement in terms of the relevant national planning policy statement and for the applicant to consider and the impact of their development on existing offshore wind farms. And we say they do. They say they don't. And obviously we we have differing view on that one. But what it then comes down to is, I suppose from your perspective is and obviously the Secretary of State's going to have to come to a view on this point.

01:19:52:29 - 01:20:36:11

And the question, I suppose, is what needs to be done if and if the position of real flats is the one which the Secretary of State prefers, which is obviously what we say he must do. And I suppose the difficulty that I would point out is that what circumstances is that in the event that you accept that there is a requirement to assess the impact of the proposed development on existing offshore wind farms and particularly in relation to drill flats, then then fundamentally the difficulty in my estimation is that that that work hasn't been done

01:20:38:00 - 01:21:08:08

and particularly has not been done in relation to weight loss. And in those circumstances, again, so on the assumption that the relevant section of the relevant supplies and then the Secretary said could not be satisfied and that the applicant has sought to minimise negative impacts so low as reasonably practicable as as required by paragraph 2.6.183 of the of the relevant NPS.

01:21:08:10 - 01:21:30:14

So that that's that that's where we are now. The applicant has referred and and the latest set of submissions that deadline. Six. Again referring back to the sighting criteria by the crown estate and again said,

01:21:32:00 - 01:21:34:06

I don't think I need to dwell on that because it's been

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it's been set out in detail in the submissions as to why we consider that that there was stating criteria

01:21:43:22 - 01:21:57:17

to fill the need that they are there there are high level and just because you've met the siting criteria in relation to the Crown estate leasing, it doesn't follow that. That will be the end part. You still have to look at it, consider it and see what the impact is.

01:21:59:08 - 01:22:02:25

Secondly, there's a reference in the

01:22:04:13 - 01:22:11:28

applicant was recent submissions that read 63 and. That's a suggestion that

01:22:14:10 - 01:22:16:27

you couldn't really do anything. And

01:22:18:14 - 01:22:54:15

in a practical sense, in terms of and minimizing physical impacts due to the the level of reduction that would require to be done in terms of removal of turbines and references made there to an earlier response in Rep 1007. To and extent that's a number, but it looks like. Question 17.25 the point that they're so that's about landscape impacts and some and simple terms.

01:22:54:17 - 01:23:01:06

So that doesn't follow that because it wouldn't be practical to make a modification in relation to

01:23:02:27 - 01:23:16:03

landscape impacts. That necessarily means that you could make a modification to address other impacts such as, such as weight loss impacts. So in my summation, that doesn't really answer the point. But in any event,

01:23:18:00 - 01:23:48:00

what I would say additions are is that the overall obligation is to minimize negative impacts. And there's obviously various different ways in which that can be done. One of that one of those ways is obviously through physical modification, if that's possible, in terms of the layout. But another way in relation to loss is obviously some kind of compensatory provision, and that's something which has been done in relation to potential weight loss and perhaps other offshore wind farms.

01:23:48:02 - 01:23:48:18

There have been

01:23:50:15 - 01:24:26:18

agreements reached between existing operators and proposed operators to have a compensatory agreement to address negative impacts and thereby meet the relevant estimate to minimize those negative impacts. So that is a possibility as well and has not been addressed despite the efforts of my

clients to try and do so. And so really, in summary, sir, as far as the position is concerned, and our position is that as you've seen, that the relevant sections of the NPS applied have not been followed.

01:24:27:01 - 01:24:28:11

And in the absence of

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any further evidence from from the applicant, you cannot be satisfied. And that negative impacts have been minimized as required by paragraph 2.6.183.

01:24:42:29 - 01:25:16:29

And moving on forward from there, sir, and what we will be proposing to do in the absence of of work being done by the applicant, what we propose is for the protective provision and to to set out a mechanism whereby the methodology compared to assess weight loss and that that methodology can be applied to undertake the assessment and then a compensatory provision put in place to address any negative weight loss impact that it may be.

01:25:17:10 - 01:25:29:05

And with that in place and in our submission, you could potentially be satisfied in terms of paragraph 2.6.1, 2.3. So we're proposing a submission.

01:25:31:18 - 01:25:45:12

As to how this could be dealt with in the absence of a solution being proposed by the by the applicant. So that is as where we are as far as rail is concerned. And moving on to north oil.

01:25:46:01 - 01:25:55:05

So before we before we do so, in your perspective provisions you suggested, is that included in that in there in the deadline, one version?

01:25:55:22 - 01:26:13:27

No, no, no. At the moment that the deadline explains that the deadline, one version that you currently have is purely the version that was from the original version proposed by the applicant. We we proposed various provisos to that,

01:26:15:14 - 01:26:49:28

either of which the applicant quite freely has accepted. We then developed it further jointly with the applicant. And you haven't seen any of this yet. But the one thing which I just refer to, you've seen it also the applicant has and we and we gave them a number of deadlines, but we were holding off submitting it to you, sir, because we hoped that we might be able to reach an alternative way of accommodating this other than making provision within the DCO of government to do that.

01:26:50:01 - 01:26:57:16

So in the absence of that, we're now proposing to do it at this stage so that you have access to it.

01:26:57:19 - 01:26:59:22

Yeah. And you mentioned that

01:27:02:29 - 01:27:06:03

you expect the changes to be made at deadline six, but they weren't.

01:27:07:25 - 01:27:09:07

Have you heard back from the applicant?

01:27:09:09 - 01:27:21:07

Yes, I think I think it's just it's not a criticism, sir. I think. I think it's just we thought that they might have submitted the updated version of the issue at this stage. And

01:27:23:04 - 01:27:33:26

no doubt Mrs. Dunmore will confirm. But I presume what they're trying to do is progress that the drafting as far as they can with us and then let you have

01:27:35:19 - 01:27:48:01

a more advanced version so that areas of disagreement, if there are any, obviously subject to egos are narrowed. So we thought that was an approach that was enough.

01:27:49:24 - 01:27:52:24

Yes, that's yes, that's sensible. Yeah. Okay. Thank you.

01:27:53:09 - 01:28:24:19

Yeah. So there's just there's one practical point. I said maybe before I move on to to North oil, shouldn't we be raised? And it was just in terms of just thinking ahead and because, as I say, there will be there will be an iteration of this to come from the applicant. And it may well be that we've got comments as well. It's just when I'm looking at the day, when I'm looking at the timetable and we've got a deadline on 15th March when the and the DCO is due.

01:28:25:01 - 01:28:42:06

But what we do have is a further deadline, unless I'm missing something. And when the parties are able to comment on anything further and I just raise that as to whether that's whether that. What is under and under the executive.

01:28:43:18 - 01:29:01:28

Yeah. So there's no further deadline. But there is a there is a time period between deadline night and the close of examination when, for example, you know, if you submit to something, you ought to the examining authority to consider. We could accept as an additional submission, if less if we needed to.

01:29:05:23 - 01:29:14:03

Thank you. Just two. I thought it might be worth raising. And this was obviously discussed, and Mrs. Dunn will come back in due course, I'm sure about the. The weight loss issue

01:29:15:18 - 01:30:00:02

is that we there's also been this issue about potential mix up of days and different experts and so on. But you're probably aware that our written questions will be coming out tomorrow, our third set of written questions. And in that written questions there will be a question about weight loss or potential weight loss. Addressed to both parties, both yourselves and the outcome. And this is, as you alluded to earlier, Mr. Gregg, that we had you know, there's been significant written submissions from both sides on this matter, that the kind of question that will come out in the third set of written questions is almost full kind of the two parties final positions, if you like.

01:30:01:08 - 01:30:19:21

And the way that will work then is because then the deadline for the key replies is deadline seven and then that will give each party the chance to comment on the other party's case by deadline eight, which we thought could also be up to settle it by way of dealing with the issue from a from our point of view.

01:30:24:01 - 01:30:28:24

Thank you, sir. I can see that. That makes sense. I did wonder if that's maybe what you had in mind.

01:30:30:14 - 01:30:57:21

I think I just raised more generally because it just seemed to me that there may be potentially things raised in party submissions, that lady, that might potentially require a response. And so it's helpful to know that. And there is the opportunity up to the close of the examination to to to make further comment. So if that's the case, then then that's that. That's fine from my perspective.

01:30:58:29 - 01:31:00:00

Yes, that's right.

01:31:04:04 - 01:31:05:28

In which case. Sorry.

01:31:06:24 - 01:31:09:12

Yeah. No, no. I was saying, would you like to move on to North Hoyle.

01:31:09:29 - 01:31:39:01

Now or not? I'm. I'm quite happy to do that. He wants. Yeah, I'm just. I'm getting feedback of myself, which I'm feeling quite terrifying. I don't have anybody in the room, but there you go. In relation to not doing soil again, and the position there is that the parties have been seeking to deal with the impacts of North oil by way of a cable crossing agreement. And again, there's been a degree of progress made.

01:31:41:17 - 01:31:55:06

We sent a revised draft back on 20th February, which we're all being moved quite a number of the issues further along, but we do have

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a number of slightly more fundamental points between us. And again, a lot of this similar to the derail in terms of the points that are still

01:32:09:08 - 01:32:24:08

not agreed, tend to come down to the more financial aspects of things. And in particular as far as North Hoyle is concerned, there's been a lot of discussions on the extent to which there should be reciprocity of obligations and

01:32:26:03 - 01:32:45:16

North Hoyle of agreed to certain extent of reciprocity, but not in relation to certain financial obligations. So as I see that that is currently but with the applicant, again, I know you had asked a previous

01:32:47:19 - 01:32:49:15

set of questions

01:32:51:15 - 01:33:51:11

for our proposed provisions because I think we we did we at an earlier stage of it couldn't reach agreement that we might need protect patients. To be honest, sir, and I hadn't been at intention at that stage to to to say it was, but we would given that you'd asked us to do so we did and the are and what we aim to be. So if it feel like the worst case scenario, if you can't reach agreement on anything, then this is what we would propose. No. As I see, discussions are ongoing and it may well be that we are able either to reach full agreement on the terms of the cable cross agreement or for not able to do that and to say a set of parameters for the agreement, which potentially might be supplemented, if you

like, by and by means of positions, at least my perspective and whether that's actually possible or not, I suppose, depends on what it is that remains in dispute.

01:33:51:13 - 01:33:59:25

By the time we get to the end of the the examination and and whether it's practical to proceed in that way or not. But

01:34:01:22 - 01:34:39:21

I'm just conscious that obviously the provisions that we provide are quite voluminous. They were intended because effectively what we did was to effectively turn over a version of the cable crossing agreement and to propose that it prevents visions. That's sort of my hope is we don't need all of those. We've got them before you on the basis that you asked for them. So so we provided them. And as I see it, it may be that we can potentially narrow the was downed and or avoidable completely depending on where we are with the cable cross agreement.

01:34:39:23 - 01:34:54:23

But as things currently stand, we do not have agreed provisions in relation to the cable crossing agreement and and we're currently waiting to hear back from the applicant, albeit I appreciate it was sitting with us

01:34:56:11 - 01:34:57:27

for some time and that's.

01:34:57:29 - 01:34:58:14

Where we are.

01:35:00:07 - 01:35:16:10

Okay. Well, thank you very much for that update. I'm conscious that it's 235. Should we take a 50 minute break and then the applicant can respond? Yeah. So, okay, we'll adjourn the hearing until 250. Thank you.