

CAH_Tues 28 FEB PT4

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FULL TRANSCRIPT (with timecode)

00:00:05:12 - 00:00:08:08

Okay, It's 250 and the hearing is resumed.

00:00:15:27 - 00:00:23:03

I think we're going to get an update from the or response from the applicant with regard to Mr. Gregg's comments on real flats and North Hoyle.

00:00:24:09 - 00:00:49:08

Please. Yes, sir. Liston, on behalf of the applicant and I'll take no with us. And so and thank you to Mr. Gregg for his helpful summary there. And he's correct. There's there's pretty advanced discussions on the sourcing agreement. There are a few provisions that are outstanding. That's not the document that we're involved with, but the applicant's dealing with in house.

00:00:51:22 - 00:01:11:11

I suppose the only thing I would note there is it's in my experience, it's actually quite unusual, unusual to be negotiating a crossing agreement at this stage of the examination. So typically you'd find a crossing agreement being put in place before you need to undertake works of post consent because

00:01:12:26 - 00:01:52:06

they will always be agreed. And it's quite unusual to have protective provisions to deal with those matters because a crossing agreement will be needed. So there's obviously work going on by both parties to try and get that agreed. That is the objective. And note, Mr. Gregg's points around submitting protective provisions if the agreement can't be in place and we will make comment on those insofar as they they are submitted, including, I suspect, in relation to whether they're actually necessary, given that there will need to be a crossing agreement and that pretty standard an industry document

00:01:53:21 - 00:02:14:21

in respect of will flaps again. Thank you to Mr. Gregg for his summary, which I think was a very fair one in terms of where the where the parties positions are. And I suggest that we have rehearsed those those positions quite extensively over the course of the examination and

00:02:17:06 - 00:02:26:12

a couple of sort of comments in respect of the protective provisions, putting aside the weight closet weight loss question.

00:02:28:02 - 00:02:48:09

Correct. With which sort of pretty much there in terms of negotiating those documents, save the points that Mr. Gregg raised around indemnity. And what I would want to say or note in respect of those protective provisions, and it's a point that we made in our deadline, six representations, is that

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the reason these are triggered is because the hourly more offshore cable corridor

00:03:00:13 - 00:03:39:06

goes into a 250 metre buffer area that has been put in place by the Crown estate, which is a buffer to the rural flats wind farm lease area. And effectively what that says is that if a lease is granted over that area, then real facts consent is required in order for that place to be in place. And as we discussed in respect of the onshore cable corridor, there is no it isn't definitive that our law will need to go into that buffer area.

00:03:39:11 - 00:04:20:18

And it may well be that the cables can be installed without going into the buffer area and if there wasn't that overlap, then we wouldn't be talking about protective provisions in any event. So it's a it's very much a it may happen. And if it happens, this is the position, but it may be that when the when the final design is done for the cables and the crown estate lease is granted over that area, and again, you've got that reduction down from the pretty wide offshore cable corridor to what will actually be the the construction corridor and then where the cables will be laid.

00:04:20:26 - 00:04:37:18

It may well not go into that 250 metre buffer area. I think that's just an important point to note in terms of of there have been points raised about is that consent an impediment or not an impediment, etc.. I think I think it needs to be looked at in that context

00:04:39:22 - 00:05:15:02

in terms of just responding. I think the parties have been have been very clear as to their views in respect of the national policy statements. And this whether this is a relevant consideration for the examining authority and indeed the Secretary of State. And again, I think I think Mr. Gregg as fairly summarised that. I think I would just add that if it had been the intention that this would be covered, given what it means and the seriousness of it and the potential that there would be financial consequences, I would certainly expect to.

00:05:15:04 - 00:05:58:07

There to be some specific drafting around that in the national policy statements and there isn't. And Mr. Gregg also mentioned that that generally, you know, there have been there have been white cross agreements have been put in place and white cloth has been a consideration on projects. I think, again, it's important to note that's only ever been done on a voluntary basis and there has been no offshore wind DCO that has included provisions in relation to weight loss or sought to impose any kind of financial compensatory type measures on one project over another.

00:05:59:07 - 00:06:32:10

If that was to be done for this project, it would be the first project to do it and it would be setting a very important precedent in the event that that was going to happen. And as we've made representations previously, if that was the intention, I think it would be pretty clearly set out in the national policy statement. And so that's that's broadly where we are and we're continuing, as we've said, to negotiate in respect of the that element of the protected provisions that we can negotiate on.

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And again, as Mr. Gregg has said, we're we're we're very close in respect of those provisions. And it's probably worth noting that a couple of the points that are outstanding are effectively the same points on both Flatts and North Oil. So that reciprocity point that he raised.

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So we'll continue to work on those. And I suspect what the examining authority will have is a position statement from each of the parties at the end of the examination, which sets out our respective views. And then it will be a matter for yourselves and the Secretary of State.

00:07:07:06 - 00:07:14:15

Okay. So you don't think he'll forget some position to say? You don't think you'll actually get provision sorted by the end of the year?

00:07:14:26 - 00:07:19:04

I think so. Little on the outcome. I think we.

00:07:21:05 - 00:07:28:03

We could be in a position of agreeing the protective provisions for real flat save in relation to the workforce.

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Okay, hold it.

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Can I just ask

00:07:34:24 - 00:07:44:02

the applicant and Mr. Gregg if you think any further discussion needs to happen on this tomorrow or whether we've covered everything that we can?

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Obviously, we've sent some written questions which will be issued tomorrow.

00:07:51:10 - 00:08:18:12

So doesn't have a doubt. Can I was it something I was going to ask? Actually, because we do have somebody on a train who is who has a small way towards us in terms of of coming tomorrow, which I don't feel from the applicant's perspective that there's anything more we need to discuss. If North Island real Flats feel there's more to discuss, we'll leave him on his trying. If they don't, will message him and tell him he can go home at will.

00:08:19:09 - 00:08:19:24

Okay.

00:08:19:26 - 00:08:20:27

Must leave it with them. Yeah.

00:08:21:14 - 00:08:25:26

Mr. Gregg, could you give us your views, please? Aloha.

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Well, I don't want to leave the an unnecessary

00:08:30:26 - 00:08:36:24

punishment. I tend to agree. I think we've probably covered everything that probably needs to be covered.

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And particularly given that it's a question of weak laws anyway. I would hope that we can. We can deal with that in writing. I have to be honest that I also have a bit of a difficulty because

00:08:52:00 - 00:09:04:24

although I could potentially be here tomorrow, I would have difficulty in relation to clients who can't. So that would be difficult. So certainly if we can avoid the hearing tomorrow, that would be very good from my perspective.

00:09:06:20 - 00:09:23:28

Okay. Thank you. Um, as I think the panel are happy with that as well. Yeah. Thank you. Before we move on to anybody else, have any other comments to make under the statutory undertakers section?

00:09:26:11 - 00:09:30:15

If not, just quickly, before we move on to the next agenda item.

00:09:32:20 - 00:09:34:01

But another question on.

00:09:35:17 - 00:09:53:25

So the applicants say is saying it's not intending to extinguish any. For example, Network Rail rights or Welsh water rights or any other rights. Could you just explain how Section one 3/8 of the plan therefore applies?

00:09:59:07 - 00:10:05:21

So let me just check the provisions of Section 138, the Planning Act. If you hold on for a moment, you could.

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So I don't think we engage Section 138. So we're not certainly on the standing at the moment, although

00:10:32:23 - 00:10:52:29

our understanding based on the design we have at the moment, is that there won't be any need to extinguish rights or remove apparatus of apparatus of statutory undertakers. However, within the drafting of the DCO, we've retained the ability to do that in the event that there's something that we aren't aware of at this stage that we are required to do.

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Okay, so in the CAA sorry, the no negotiations document or the case

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schedule, we're talking about section 138. And you said it won't be. Yeah, it meets the criteria. 138 is because.

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Because we.

00:11:13:02 - 00:11:17:24

In case that does happen. Yes. Because the protected provisions would be in place, etc..

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Yes, sir.

00:11:18:27 - 00:11:21:16

Okay. I understand. Thank you.

00:11:26:14 - 00:11:43:05

Okay. In that case, I'll move on to agenda item six, which relates to Crown Land. Again, briefly, can you just provide an update in respect of negotiations over Crown land? Any impediments when you expect that to be reached? And

00:11:45:01 - 00:11:51:26

I'll also ask if that doesn't happen, how what implications of that for the project because we can't recommend.

00:11:53:25 - 00:12:08:21

We shall make a recommendation for compulsory acquisition if the relevant consents are not provided and therefore does not mean removing those ports from the order limits. And what implications?

Well, that's half of the project.

00:12:12:05 - 00:12:50:24

Probably some of the applicants. So to start with, the position of the negotiations in relation to the land rights and you touched on these earlier, but in relation to the Crown estate and the river cleared crossing plot 257, we are awaiting draft documents from the Crown estate that believed to have been drafted and that due to issue those to the applicants appointed legal representatives. Evidently the last meeting with them on the 3rd of February that was discussed and then those documents were thought to be evidence and will continue to chase.

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And we provided some more information just to move that along yesterday. So it would be really beholden to them. Issuing the template documents to is to be able to progress that side of things. And

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in terms of Welsh government. Again, as mentioned, we've got two sets ahead, two terms in circulation, sort of non-operational and operational extends to the 5555. And those discussions are advancing and we're awaiting comment on the Welsh Government from the Welsh Government in relation to the appointment of an external agent to conduct the necessary valuations for that process to be satisfied.

00:13:35:05 - 00:13:48:24

And so do they, the two those two heads of terms that the Welsh ministers I mean, I know you say the Welsh Government, but there's three bodies where those are the Welsh ministers and the National Assembly for Wales, is it.

00:13:49:02 - 00:13:50:08

Yes, that's correct sir.

00:13:52:13 - 00:13:58:02

Effectively they're being addressed to the same party as requested by them.

00:14:00:19 - 00:14:03:25

And there's also the Secretary of State. That's.

00:14:05:13 - 00:14:09:26

Not the two heads of terms. That's a separate negotiation, is it?

00:14:11:01 - 00:14:23:18

It's not a separate negotiation. Needs to just do a check exactly where the land interests lie. Okay. As I mentioned, for all intents and purposes, we are addressing those three entities as one body.

00:14:25:16 - 00:14:27:03

Okay. Sorry for interrupting. Thank you.

00:14:29:04 - 00:14:37:01

In relation to the section 135 concerns, those discussions and negotiations are ongoing in tandem

00:14:38:20 - 00:14:51:29

with the with the property aspects. And we don't at the moment we see an impediment or issues with those 135 consents being granted. And David's office is done on the implications if they're not.

00:14:53:16 - 00:15:13:02

Thank you. Please don't overwhelm the applicant. And again, we're actively seeking those. And again, I'd suggest that it's certainly my experience. These are some that can carry on post examination. So in terms of you needing to write your report and clearly including those plots would be. Or

00:15:14:17 - 00:15:21:06

including the Crown's interest in those plots would be conditional on that section 135 consent being forthcoming.

00:15:23:12 - 00:15:53:26

I and again, we will continue to hope to get those in place before the end of the examination. But if not, then that would continue. And I suggest the way that. In the extremely unlikely event that that consent wasn't forthcoming, then what we would seek to do is leave the plots and in case of third party interests, but exclude the rights of the crown or the interest of the Crown such that we wouldn't be able to acquire that interest if we needed to.

00:15:54:07 - 00:16:09:03

But in the event that. Which would then requires obviously to reach agreement with that with the Crown. However, we'd still maintain the we believe the plots in in case of a third party interests or restrictions or whatever. That we're not aware of. This stage.

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Is.

00:16:11:07 - 00:16:12:19

Of course, very much the worst case. Yes.

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It is If that did happen is a project deliverable with in that situation.

00:16:19:18 - 00:16:37:06

Given these are these are the Crown acting through the Welsh government, what we're talking about is access. It is some visibility slices and then access under the a55 that they're not. And again, it's rights that we're seeking rather than acquisition of land. It's it's

00:16:40:08 - 00:16:44:27

it's sort of unthinkable that we wouldn't be able to secure that consent as needed.

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In terms in terms of the works. We're not seeking to acquire land. We're not seeking to. That they're minor plots where it's effectively a subsoil interest interest, small bits of birch that are being affected. So sometimes it's just a case of time that it takes to get these things through.

00:17:04:10 - 00:17:09:08

Okay. Thank you. And you obviously update us next to deadlines floating.

00:17:12:03 - 00:17:21:28

I don't think that the crown, the state crown body is here. We did invite them on the agenda, but please check that there are not any or any who wish to talk.

00:17:25:26 - 00:17:32:09

I'm not seeing any hands raised. So that case, I'll move on to agenda item seven, which relates to funding.

00:17:35:20 - 00:17:55:06

So we note the updates of the funding statements at deadline six are applicable. Please briefly summarize, very briefly summarize the funding statement explaining any updates to it and maybe briefly outline Article 31 of the DCO and how that would work in practice.

00:17:57:14 - 00:17:57:29

Please.

00:18:01:14 - 00:18:08:13

Thank you, sir. Karen. Okay. On behalf of the African and I'll summarize the updates to the funding statement very briefly for you.

00:18:10:03 - 00:18:42:24

The estimated project cost has been updated at deadline six to reflect the change in likely cost between the production of the Yes and the present time. The Producer Price Index has been used to calculate the likely uplift in cost to deliver the project. This index has been seen as the most relevant to show the potential increase in the cost of the wind farm as it reflects the changes in the prices of goods bought and sold by UK manufacturers, including the price indices of materials and fuels purchased. The input prices and factory grade factory gate prices.

00:18:42:26 - 00:19:17:17

The output prices of the indexes were considered, such as CPI and RPI. But neither of these reflects the relevant inputs from an offshore wind farm, and therefore PPI was selected with regards to the property cost estimate. A review is carried out on the 15th of February 2023, with the resulting updates being reflected in the report. It's just worth briefly noting that we have since picked up that that costing update hasn't been carried through to paragraph 37 of the main report, and so we'll be updating that for you at the next deadline.

00:19:19:14 - 00:19:21:19

Sorry. Thank you. That was a question. Please

00:19:24:14 - 00:19:24:29

look.

00:19:27:02 - 00:20:04:17

At. Thank you, sir. And shall I pick up the Article 31? Yes, please. The agreement, if you don't have any more questions. So what Article 31 seeks to do is to ensure that that there are. There is the relevant security in relation to funding in place before any powers of compulsory acquisition are

exercised under the DCO. It's a it's a standard article in terms of ensuring that in the event that compulsory acquisition acquisition is needed or land or rights are needed to be acquired that way, that there is money to pay any compensation liabilities.

00:20:05:21 - 00:20:40:14

What Article 31 seeks to do is effectively through 31 to prevent the the elements or the articles in the DCO which relate to compulsory acquisition matters being exercised until the guarantee until that funding certainty is in place. That can be provided either through a guarantee. So like a parent, current parent company guarantee and an amount approved by the Secretary of State needs to be in place or an alternative form of security.

00:20:40:16 - 00:21:02:12

And if you're going to ask me what an alternative form of security is, I'll have to think of something. But there are alternatives to to that parent company guarantee being put in place. Effectively, the way that the guarantee works is and this is paragraph three of Article 31 is effectively that would allow.

00:21:05:26 - 00:21:44:20

Anybody who is entitled to compensation to effectively draw down on that fund or security in the event that the undertaker is unable to meet its obligations in relation to compensation. So it ensures that those monies are available and can be accessed by by anybody who who has a has an entitlement to compensation through that. And then Article 31 for basically says that that only needs to be in place for 15 years because I think that may well be the period within which you can make a relevant claim.

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But I'm not entirely sure. But there's definitely there's a cut off in terms of of when that claim can be made.

00:21:51:23 - 00:21:54:27

Okay. So just why is it article rather than requirement?

00:21:56:02 - 00:22:03:01

I don't know, sir. They just are. They tend to be. I've only ever seen them as articles of the DCO. So.

00:22:03:08 - 00:22:08:24

So it requires things to be submitted to the Secretary State for approval. But that's that article.

00:22:09:06 - 00:22:09:21

Yes.

00:22:09:23 - 00:22:10:08

Yeah.

00:22:11:18 - 00:22:12:07

I don't know.

00:22:12:15 - 00:22:13:00

Okay.

00:22:15:27 - 00:22:38:25

Okay. Thank you for that. So just a couple of questions on the funding statement. Could you just explain why only RWA accounts have been provided? Appendix one are not the accounts for the companies who make up a well or more offshore wind Farm Ltd or the parent company of. The other two

00:22:40:25 - 00:22:42:29

companies who are in the joint venture.

00:22:44:02 - 00:23:03:24

Council on behalf of the applicant. So out of the area, 60% of the joint venture that's developing the project. So and being the primary shareholder, that's why news accounts have been included. But if you would like, and we can include the accounts for the other entities at our next update, if that's something that would be helpful.

00:23:08:15 - 00:23:09:01

Yes, please.

00:23:14:06 - 00:23:17:23

The funding statement cites the ag AG

00:23:20:08 - 00:23:29:06

has total assets of 220 billion and this is shown on the balance sheet at the end of the interim statement. That's appendix one

00:23:31:02 - 00:23:48:20

as well. Could you please explain the at a glance table at the start of Appendix one, which suggested that debt of 360 million. And the implications of this for securing funding for the project, including SCA and compensation costs. All told me, if I interpret that incorrectly.

00:23:49:12 - 00:23:54:23

I cannot get on behalf of the applicant. Can I take that way and come back to you in the next update, please?

00:23:57:29 - 00:23:59:07

Okay. Did you get the question?

00:23:59:09 - 00:24:00:19

No. I'm going to ask you. Do you.

00:24:00:21 - 00:24:01:06

Think.

00:24:02:23 - 00:24:23:18

So? The funding statement says that Al W ag has total assets of 220 billion. This is shown on the balance sheet at the end of the interim statement. That's appendix one. So appendix one in the last page, I think it is, the balance sheet says two inch and 2 billion assets.

00:24:25:24 - 00:24:29:18

However, the at a glance table at the beginning of Appendix one.

00:24:32:01 - 00:24:36:02

Suggests a net debt of 360 million.

00:24:38:04 - 00:24:43:21

And I'm just wondering what implications that has for securing funding for the project.

00:24:48:24 - 00:24:57:10

Thank you. So if we're able to get to the bottom of this by tomorrow, we may well update you at tomorrow's hearing. But just because I suspect it's a very simple.

00:24:57:15 - 00:25:00:11

I'm sure it is. I just don't understand it.

00:25:00:22 - 00:25:03:19

That's fine. We'll provide that as soon as possible. Thank you.

00:25:08:10 - 00:25:22:05

Okay, I'll paraphrase paragraph 37, you're going to update and I think paragraph one six line of the statement of reasons as well, also includes the old figure.

00:25:33:18 - 00:25:38:01

Oh, yes. So again, in the funding statement, Appendix to Conclusion Table.

00:25:40:28 - 00:25:47:15

The track change version, the clean version, the different insofar as

00:25:49:04 - 00:25:53:29

the totals not shown in the clean version as they are in the track change version.

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I was just wondering why. If there are any other changes that are not the same. And if this can be updated for the next deadline.

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To list on on behalf of the applicant. Again, we'll look at that after the hearing and confirm anything helpful and then update as needed.

00:26:11:09 - 00:26:13:21

Can you see where it is I'm looking at? Yeah. Yes.

00:26:17:28 - 00:26:23:16

Yeah. Noting the updates of project costs as set out in paragraph 31 of the funding statement.

00:26:25:08 - 00:26:28:21

Is it necessary to update any of the documents to reflect this?

00:26:30:27 - 00:26:32:12

I think we covered that in the last question.

00:26:32:14 - 00:26:53:12

Yeah, at least on on half the applicant. There is obviously a check to be made across each of the documents, and I suggest that we will do that for those final versions that are put in for the last that 15th of March deadline to make sure that all those cross references through documents are updated.

00:26:54:01 - 00:27:08:06

Okay. Thank you. And the last question. So Article 31 of the DCO relates to funding for compensation and includes a list of related articles. So

00:27:09:28 - 00:27:12:04
as Article 26,

00:27:13:28 - 00:27:36:07

Sorry, let me read an article. First of all, of the DCO relates to funding for compensation and includes a list of related articles as Article 26, which has rights under over rates and Article 30. Recovery of costs of new collections also make reference as compensation. Why are these articles not listed under Article 31?

00:27:39:28 - 00:27:42:13

So it is done on behalf of the applicant and.

00:27:45:21 - 00:27:50:19

I don't know the answer definitively. I think the answer is likely to be that

00:27:52:06 - 00:27:57:12

in respect of those rights under the streets and statutory undertakers,

00:27:59:11 - 00:28:09:17

they are protected through other mechanisms rather than through compensation payments. But I will check and confirm.

00:28:09:29 - 00:28:14:00

I think they both mentioned compensation payments in the respective articles.

00:28:14:24 - 00:28:15:09

I'll check.

00:28:15:15 - 00:28:16:13

Okay. Thank you.

00:28:17:08 - 00:28:19:00

Would you able to update us tomorrow on that?

00:28:20:00 - 00:28:21:05

I will do my best.

00:28:21:08 - 00:28:22:02

Okay. Thank you.

00:28:24:06 - 00:28:30:00

Yeah, thank you. I've got no more questions under this agenda item. Is there anyone who wishes to comment or.

00:28:31:24 - 00:28:35:01

Anything under this agenda item before we move on.

00:28:38:24 - 00:28:52:20

Okay. I'm saying no raise hands either. So in that case, thank you for your contributions. And I will now move on to agenda item eight Review of issues, actions arising which will be led by my colleague, Mr. Rogers.

00:28:55:01 - 00:29:06:18

Thank you very much, Mr. Hudson. So I'll briefly run through the list of actions and after going through them, if you've got any supplementary actions that I've missed.

00:29:11:00 - 00:29:32:08

That we can track. Okay. So these are to be undertaken by the applicant on the road that I certain unless I say otherwise. So first of all, I noted was the redrafting of Article 20, some eight what to do with civil rights or the treaty bump

00:29:33:27 - 00:30:06:12

the negotiation document that needs to be updated to reflect that Kriol and to convey rather than reference to was it Section 127 six listing certain statutory undertakers the book of reference to be reflect plots 285 and plot 331 updates the CAA schedule to include various discussions between parties.

00:30:08:00 - 00:30:16:16

The negotiation documents to be updated to include entries 28 and 29 of the CAA.

00:30:18:20 - 00:30:43:02

A summary Negotiation position Documents for North Hoyle Wind Farm Ltd and Trail Flats. Wind Farm Ltd. And if we could have those within certain deadline dates as well. Please note the CAA schedule paragraph 30 to identify all of the Welsh Government entities.

00:30:44:18 - 00:31:02:12

The CAA schedule negotiation documents, AP of data to reflect changes that cross-reference to each other for the statement of reasons. Plots 416 just for you to expand the reasons behind that.

00:31:04:16 - 00:31:07:21

A written response regarding flights.

00:31:09:18 - 00:31:22:03

If we could have a written response to the points raised by that PIP. So for example, the level the enabling works and the C and you can reference also to the soil survey

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was in the examination library. If you could also read in response to the point raised by Mr. Davis

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and

00:31:38:10 - 00:31:47:19

if you can provide us with a joint statement with ACP Land web and if possible, confirmation of your objection is to be withdrawn

00:31:51:05 - 00:32:05:01

to carry Welsh water. You mentioned that the protected provisions that have been agreed. So if you could book to submit those by next deadline, provide us with any Crown Estates updates.

00:32:07:01 - 00:32:09:13

Who would be at that line. So donate

00:32:11:18 - 00:32:19:11

the funding statements so it could provide us with the accounts for the two other parties

00:32:22:03 - 00:32:30:07

and then some non-lethal queries that we had regarding was it arguably

00:32:32:06 - 00:32:38:19

balance sheets, which is different to is the article items table

00:32:40:07 - 00:33:15:24

was the difference between the 220 billion and the 360 million. Paragraph there's a 37 and paragraph 169 to be updated. And also if you could look and compare the clean and tracked versions, there seems to be some slight discrepancy between the tables totals. And then finally. Article 31 and referenced Article 26 or 1338, which is to do for funding and compensation.

00:33:17:18 - 00:33:24:05

I don't have any other actions, but if anybody else has noticed, I'd be Appreciate if you could share this with us.

00:33:27:09 - 00:33:28:28

Yep. Okay.

00:33:30:26 - 00:33:35:21

Let me just update the funding statement on the statement of reasons with the

00:33:37:11 - 00:33:39:18

total. They updated figures.

00:33:39:29 - 00:33:40:17

Yeah. Yeah.

00:33:40:21 - 00:33:42:06

Okay. Thank you.

00:33:46:09 - 00:33:50:04

Anything else, You know, Mr..

00:33:52:15 - 00:34:05:08

Just as a point of clarification either. I asked whether it was possible for the examining authority to come back on certain points that I raised. I to know whether that is appropriate or not, but I'll leave that with you.

00:34:05:14 - 00:34:07:06

Thank you, Mr. Oakley.

00:34:09:08 - 00:34:11:21

It's not generally something that we would come back on. I think

00:34:13:21 - 00:34:29:16

a lot of your comments was answered by Mrs. Dunn, I believe. But if there's anything you want to raise more specifically with us, we can look at that separately. QUESTION Thank you. Thank you.

00:34:31:29 - 00:34:34:24

Has anybody else got any other comments or queries to make?

00:34:37:13 - 00:34:46:15

Come see any outsider. So thank you all. I'll now hand over to Mr. Hockley for agenda item nine. Any other matters?

00:34:48:00 - 00:34:58:01

Thank you, Mr. Audience. I've had no other matters notified to me under this agenda item that people wish to raise at this meeting. But obviously, are there any items that no one wishes to raise after what they've heard today?

00:34:59:24 - 00:35:46:22

Mr. Berry. I have a couple, if I can put those forward to you. Again, it's a point ready for consideration as to whether this is appropriate or not, but where there is reference in the development consent order to disputes in the draft, develop consent or document 6.5. I would prefer if the opportunity arose to also insert provision for the opportunity in the case in the first instance alternative dispute resolution mechanism involving the possibility of mediation, arbitration of expert determination, including the use of the ICCPR service for compulsory purchase disputes prior to seeking the involvements of the Upper Tribunal so as to seek to mitigate unnecessary expense and make the process more accessible and equitable, fairer to the affected parties.

00:35:47:16 - 00:35:53:19

Given there would normally be a substantial imbalance of resources available, of course, to the applicant to seek to partake

00:35:55:09 - 00:36:12:25

in a tribunal resolution. Again, I don't know whether that possibility, whether that is possible pursuant to the Planning Act, but it's something I would wonder whether company can be accommodated. Okay. Thank you, Mr. Stump.

00:36:13:12 - 00:36:50:15

So let's hope that Article 44 is a standard provision in the DCO and it's in the model provisions, and I will check and confirm tomorrow. But I think that arbitration is the dispute resolution mechanism that's prescribed in the Planning Act. So it's not possible to amend that for the purposes of the Planning Act and those types of dispute. It's clearly able to, in terms of disputes in relation to voluntary agreement, whatever provisions can be agreed between the parties.

00:36:50:17 - 00:37:02:03

But I, I think and I will confirm tomorrow, I think our hands are tied in respect of that article, in respect of what the Planning Act allows you to do. But I will confirm in the morning.

00:37:03:19 - 00:37:17:24

Thank you. Mr.. Unfortunately, I won't be available to attend tomorrow, but perhaps if I could keep that to be communicated to me. If that was quick, I'd be grateful. Thank you. Thank you. Perhaps, Perhaps. Maybe. Mr. Dunne, if you could.

00:37:20:00 - 00:37:27:16

The results of the conclusions. If. If that could be right. Deadlock. 7% being examined then, Mr.. If you could say it.

00:37:27:29 - 00:37:36:03

So I was going to suggest that in responding to the points that Mr. Bibby made as part of his general submissions, we pick this up as one as an additional point there.

00:37:36:23 - 00:37:37:15

Perfect. Thank you.

00:37:39:07 - 00:37:49:29

One of them is obvious. The other point is, forgive me, it's a point again and again of note, Trevor. And again, I don't know whether this can be accommodated, but.

00:37:52:11 - 00:38:15:24

It's important to reaffirm from our perspective the requirements for the applicant to promptly and duly comply. Please with all development due diligence requirements attributed on landowners representatives where there is an acquisition proposed. Two. Money laundering and terrorist financing and transfer of funds. Information on the Power Regulations 2017 as amended.

00:38:17:10 - 00:38:31:08

It's my consent opinion that this should ideally form part of the compulsory acquisition process so that such due diligence is carried out as parts of the examination authorities jurisdiction, possibly as part of the funding statement detail

00:38:33:01 - 00:38:37:16

and according to remove this obligation on the landowners representative appreciate that's not possible at the moment,

00:38:40:10 - 00:38:44:09

even more so when the applicant is either a government body or an international concern,

00:38:45:26 - 00:39:16:10

and accordingly the applicant would be required to reasonably satisfy the requirements of regulations, including those funds earmarked. First came are legitimately sourced. Even whilst I missed out, I have no reason to believe it's otherwise, but it would remove a tremendous burden for ourselves and that which I think is disproportionately allocated to us in certain in such circumstances. So this is just a point of note. Again, really, I don't know whether that can be accommodated as part of the process. I just not. But thank you.

00:39:17:08 - 00:39:18:19

Okay. Thank you, Mr. Bibi.

00:39:19:07 - 00:39:29:22

Mrs. Dump son is done on behalf of the applicant. I understand this has been raised separately by Mr. Bibiana as it is for the purposes of the applicant being dealt with internally.

00:39:33:24 - 00:39:37:07

We can give an update on that. Insofar as

00:39:38:23 - 00:40:18:11

as that has progressed, if there are specific things that Mr. Bibi is requesting or seeking, it would be really helpful to have those in writing insofar as actually what is it what is it? Because it's very difficult to respond to it in in a kind of abstract as we are so and so we will give an update in terms of the requests that have been made outside of this process of that which I understand are being dealt with. If there are specific questions about the development consent order or any of those matters in relation to those, if you could put those in writing, will then be able to respond to those separately.

00:40:19:18 - 00:40:47:02

Yes. Mr. Bibi, that was be I think the main concern is the problem is that as judges today is not lawyer specialists specializing in such requirements, it's very difficult for us to understand what is fully required in this particular instance. But we have an obligation to undertake due diligence and we have certain due diligence procedures in place where we involving sales of private land or property

00:40:49:08 - 00:40:49:29
and.

00:40:51:14 - 00:40:58:03
In this regard. Whilst there has been sporadic engagements as been indicated latterly to us in December, that further information will be made available.

00:41:00:05 - 00:41:29:16
But the specific information but the process has become extremely, pretty protracted and is yet to be complete. So as I say, it would be of help tremendously in such processes if this could be incorporated as part of the examination on the funding statement and remove this obligation from from from London as representative city. Okay. Thank you, Mr. Bebidas. That's noted, Mrs. Dunne, that you want to come back.

00:41:30:07 - 00:42:01:07
To listen on behalf of the applicant. And being involved with a law firm and having to deal with quite a lot of money laundering and client verification matters. My understanding is that it's only the obligation on the person who you are acting for. What you need to understand those matters rather than understanding where it is in terms of a party that you're transacting with. If that is different in that that

00:42:02:27 - 00:42:25:20
for your clients, you need to understand where sources of funds are, those sorts of matters and the client structure and beneficial ownership, those sorts of matters. But typically not in the context of dealing with third parties or other parties. If that if it's different in these sorts of circumstances, then if we could set that out. We'd be very happy to look at it. But

00:42:28:21 - 00:42:43:24
given that there is no contractual relationship between between the advisers and the third parties, it's difficult to see where that obligation would arise from. But I'm happy to be corrected.

00:42:45:11 - 00:42:47:00
Yes, maybe. Sorry.

00:42:49:14 - 00:43:21:22
I wish. I wish it was so simple, unfortunately, from our perspective. But since the 2017 regulations came into place, we have a duty now to do due diligence on both the seller, even if it's a compulsory acquisition and the proposed acquirer. And you can imagine the difficulty that is if it involves a government organisation or a potential or an international concern and which we find to be incredibly unfair.

00:43:22:00 - 00:43:42:24
But the position, the guidelines appear to be different for legal representatives to those applying to agents. They do. And so there are specific guidance on on that. And for the HMRC and I can I'll gladly forward those on to you if you require it. But I, but I hope.

00:43:43:08 - 00:43:43:23
But I.

00:43:43:25 - 00:43:52:11

Hope so. But I haven't so to rtv out oblivious legal representative who is a who is involved in addressing this particular concern.

00:43:52:21 - 00:44:01:13

Thank you and I understand. Thank you for correcting me. And I understand those are being addressed, but we will update you on it up to where that's got to.

00:44:01:19 - 00:44:29:09

Thank you very much. Thank you, Mrs. Dunham. Thank you, Mr. Baby. I want to just say Mrs. Downloaded two before. But if if this if you wish to enter that into the examination process and you're very welcome to by deadline seven to give the applicant a chance to respond by deadline if you want to bring into the public sphere if you like. Okay. Thank you. Is there any other items that an owner wishes to raise after what they've heard today in the room or online?

00:44:33:10 - 00:45:08:28

Okay. I'm not seeing any hands. Thank you for that. So in that case, I'll move to close that meeting. Thank you all very much for your contributions today to this hearing. They've been very useful. And thank you to those online as well. And may I remind you that digital recording of this, the proceedings today will be made available as soon as practicable on the project page of the National Infrastructure Planning website. And the next stages of the process, we have issue specific hearing for on offshore environmental effects and the draft development consent order, which is tomorrow 1st of March 2023, at 9:30 a.m.

00:45:09:00 - 00:45:39:29

again by virtually and in this same room. Our third written questions will be published tomorrow as well as the 1st of March 2023. Responses to those questions. Q Free deadline, seven, eight March, as well as the action points of today and written summaries of oral submissions from today and tomorrow here at DEADLINE eight, please. 54 March, which is also the final deadline and deadline for a number of final submissions as set out in the examination timetable.

00:45:40:25 - 00:45:57:17

Okay, so the time is now 1535. And this compulsory acquisition hearing excuse me for the hour and more offshore wind farm project is now closed. More of our vote could open daily at Caerphilly at go vote or not now. Okay. Thank you, doc.